

Court File No. CV-25-00740567-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

(Court Seal)

THE TORONTO-DOMINION BANK

Applicant

and

DOSANJH CARE INC.

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

April 11, 2025

GARFINKLE BIDERMAN LLP

Barristers & Solicitors

1 Adelaide Street East, Suite 801

Toronto, Ontario

M5C 2V9

Wendy Greenspoon-Soer – LSO#: 34698L

Email: wgreenspoon@garfinkle.com

Tel: 416-869-1234

Fax: 416-869-0547

Lawyers for the Applicant,

The Toronto-Dominion Bank

TO: Service List

Court File No. CV-25-00740567-00CL

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TAB 1



Court File No.

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COURTS OF JUSTICE ACT, R.S.O. 1990, c. C.43, AS AMENDED**

NOTICE OF APPLICATION

TO THE RESPONDENT

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

THIS APPLICATION will come on for a hearing

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

at the following location: Zoom coordinates to be provided.

(Courthouse address or telephone conference or video conference details, such as a dial-in number, access code, video link, etc. if applicable)

On Thursday, May 1st, 2025, at 10:00 a.m.

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*

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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 April 4, 2025 Issued by _____
Local Registrar

Address of court office: Superior Court of Justice
330 University Avenue, 9th Floor
Toronto, Ontario M5G 1R7

TO **ALBERT GELMAN INC.**
250 Ferrand Dr., Suite 403
Toronto, ON M3C 3G8

Attention: Bryan A. Gelman
Tel: (416) 504-1650 ext. 115
Email: bgelman@albertgelman.com

Proposed Receiver

AND TO: **DOSANJH CARE INC.**
12 Cyclone Trail
Brampton ON L7A 5E8

Attention: Kiranjit Kaur Dosanjh
Email: kiranjitdosanjh2012@gmail.com

Respondent

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AND TO: **HOWARD MANIS PROFESSIONAL CORPORATION**
487 Ridelle Avenue
Toronto, Ontario
M6B 1K6

Howard Manis – LSO# 34366V
Tel: 416-417-7257
Email: hmanis@manislaw.ca

Lawyers for the Respondent

AND TO: **Kiranjit Kaur Dosanjh**
12 Cyclone Trail
Brampton ON L7A 5E8
Email: kiranjitdosanjh2012@gmail.com

Guarantor

AND TO: **CANADA REVENUE AGENCY**
c/o Department of Justice
Ontario Regional Office
120 Adelaide St. W., Suite 400
Toronto, ON M5H 1T1

Attention: Rakhee Bhandari
Tel: 416-952-8563
Email: rakhee.bhandari@justice.gc.ca

AND TO: HER MAJESTY THE QUEEN IN RIGHT
OF ONTARIO AS REPRESENTED BY
THE MINISTRY OF FINANCE
Revenue Collections Branch – Insolvency Unit
33 King Street W., P.O. Box 627
Oshawa, ON L1H 8H5
Email: insolvency.unit@ontario.ca

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APPLICATION

1. The Plaintiff, The Toronto-Dominion Bank makes application for:
 - (a) an Order substantially in the form included in the Application Record served herewith (the “**Receivership Order**”), seeking, *inter alia*, an Order:
 - (b) abridging the time for service and filing of this Notice of Application and the Application Record or, in the alternative, dispensing with same;
 - (c) appointing Albert Gelman Inc. (“**AGI**”), as the Receiver and Manager (in such capacity, the “**Receiver**”), without security, of all present and future property, assets and undertakings of Dosanjh Care Inc., (the “**Debtor**”) acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (the “**Property**”) which Property includes, without limitation, the real property described in Schedule “A” hereto (the “**Real Property**”), 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**”);
 - (d) empowering the Receiver upon its appointment to, among other things:
 - (i) take possession and exercise control over the Property;
 - (ii) manage, operate and carry on the business of the Debtor;
 - (iii) market and sell any or all of the Property, including the Real Property;

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- (iv) settle, extend or compromise and indebtedness owing to the Debtor;
- (v) borrow funds on a priority basis under Receiver's certificates to fund the costs of the receivership;
- (vi) 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; and
- (vii) take any steps reasonably incidental to the exercise of the aforementioned powers or the performance of any statutory obligations;
- (e) awarding the Applicant its costs of this proceeding, including legal fees, disbursements, and HST thereon, on a full indemnity basis; and
- (f) such further and other relief as counsel may request and to this Honourable Court may seem just.

Background

2. THE GROUNDS FOR THE APPLICATION are:

- a) The Respondent Debtor is a corporation that is incorporated pursuant to the laws of the Province of Ontario.
- b) The Debtor is the registered owner of the property known municipally as 532 Main Street, Powassan, Ontario, more particularly described in Schedule "A" (the "**Real Property**").

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- c) The building on the Real Property was previously operated as a care home facility under the Community Homes for Opportunity (CHO) Program (the “**Property**”). The operation was closed in October of 2023 due to an order of the North Bay Parry Sound District Health Unit (the “**Health Unit**”).
- d) The borrower is indebted to Toronto Dominion Bank (“**TD Bank**”) with respect to a credit facility made available under the terms of a Loan Agreement dated October 14th, 2022, (the “**Loan Agreement**”).
- e) The Loan Agreement provided for a loan facility in the amount of \$2,250,000.00 (the “**Loan**”) to be utilized for the purpose of financing the purchase of the Property.
- f) As security for the obligations to TD Bank, the Debtor provided security which included, *inter alia*:
 - i. a first ranking charge registered January 13th, 2023, as Instrument No. GB160992 for the principal sum of a \$2,250,000.00 (the “**Charge**”);
 - ii. A General Security Agreement (the “**GSA**”) dated December 20th, 2022 registered under the PPSA January 13th, 2023 which was registered by TD under the *Personal Property Security Act* (“PPSA”) on January 13th, 2023, by means of a Financing Statement; and
 - iii. a General Assignment of Rents registered on January 13th, 2023, (the “**GAR**”) as Instrument No. GB160993 against the Real Property.

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- g) The obligations of the Debtor to TD Bank were also guaranteed by Kiranjit Kaur Dosanjh (“**Kiranjit**”), the principal of the Debtor, pursuant to a Guarantee dated December 20th, 2022 (the “**Kiranjit Guarantee**”). Pursuant to the Guarantee, Kiranjit agreed unconditionally to pay off all amounts owed by the Debtor to TD Bank, together with interest thereon, and all costs, charges and expenses which may be incurred to enforce payment.

The Default

- h) Under the terms of the Loan Agreement and the Charge, the Loan was to accrue interest at the rate of 7.1% per annum and was to mature on January 13, 2025.
- i) The Debtor defaulted under the terms of the Loan Agreement in or about June of 2024 in that it failed to provide annual Financial Statements, failed to maintain the Property in good repair and working condition to continue to carry on the business; and failed to operate in compliance with applicable environmental health and safety laws and regulations.
- j) On June 21, 2024, the Applicant delivered a Notice of Default which was not rectified. Thereafter, on July 12, 2024, the Applicant caused written demand for payment to be made on the Debtor and the Guarantors under the Loan and a Notice of Intention to Enforce Security pursuant to section 244 of the BIA (the “**Demands**” and “**NITES**”).
- k) In August of 2024, the Debtor requested that TD Bank forbear from taking action on the Security, and the TD Bank and the Debtor entered into a Forbearance Agreement dated August 14, 2024 (the “**Forbearance Agreement**”), for the purposes of allowing the Debtor, to complete a refinancing and repay the Indebtedness.

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- l) As a term of the Forbearance Agreement, the Borrower consented to an order for the appointment of a receiver in the event of default.
- m) The Forbearance Termination Date of February 28, 2025, under the Forbearance Agreement, as extended, has now expired and a recent viewing of the Property has revealed that there has been no remediation, and it remains closed.
- n) TD Bank has indicated its intent to rely upon the signed Consent to appoint a receiver.
- o) Notwithstanding the prior demand and the expiry of the ten-day statutory notice and the expiry of the term of forbearance, the Debtor has not repaid the Loan in whole or in part. As of March 1, 2025, the amount outstanding under the Loan, for principal, interest and fees, excluding legal costs, was \$2,295,314.45. Interest, fees and costs have continued to accrue.
- p) The appointment is urgent as:
 - (i) The Property is in extremely poor condition. There is mold present and insect infestation and it remains subject to a closure order from the Health Unit;
 - (ii) The Debtor is unable to refinance the Property to pay out the indebtedness to the Lender; and
 - (iii) The Lender has lost all confidence in the ability of the Debtor to remediate and reopen the business operations at the Property and to protect the value of the security.

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It is Just and Convenient to Appoint a Receiver

- q) The Debtor is unable to fulfill its obligations to TD Bank.
- r) Pursuant to the Loan and Security Documents, the Applicant has a contractual right to the appointment of a receiver upon the occurrence of a default or event of default, as applicable. In furtherance of its contractual rights, the Applicant is entitled to commence these receivership proceedings to protect its investment and preserve and maximize the value of the property.
- s) The Debtor and Guarantor consented to the appointment of a receiver in the event the Loan was not paid out by the end of the Forbearance Term.
- t) AGI is a licensed Insolvency Trustee.
- u) AGI has consented to be appointed as Receiver and Manager, without security, of the Property of the Debtor, including the Real Property.
- v) Section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended and Section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended.
- w) Rules 1.04, 2.03, 3.02, 16.08 and 38 of the *Rules of Civil Procedure*, R.R.O. 1990. Reg. 194, as amended; and
- x) Such further and other grounds as counsel may advise and this Court may permit.

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

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- (a) Affidavit of Kathryn Furfaro with attached Exhibits referred to therein;
- (b) The Consent of AGI to act as Receiver of the Property; and

Such further and other evidence as counsel may advise and this Honourable Court may permit.

Date: April 4, 2025

GARFINKLE BIDERMAN LLP
Barristers & Solicitors
1 Adelaide Street East, Suite 801
Toronto, Ontario
M5C 2V9

Wendy Greenspoon-Soer LSO#: 34698L
wgreenspoon@garfinkle.com
Tel: 416-869-7615
Fax: 416-869-0547

Lawyers for the Applicant.

RCP-E 14E (September 1, 2020)

SCHEDULE "A"

PIN 52209-0615

PT LTS 7 & 8 BLK E PL 44, PT STATION GROUNDS PL 44, PT 3, 42R19599; Municipality of Powassan

Known municipally as 532 Main Street, Powassan, Ontario

THE TORONTO-DOMINION BANK DOSANJH CARE INC. et al.
Applicant and Respondent

Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
APPLICATION UNDER SUBSECTION 243(1) OF THE
***BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-**
3, AS AMENDED AND SECTION 101 OF THE
***COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.43, AS**
AMENDED
Proceeding commenced at Toronto

NOTICE OF APPLICATION

GARFINKLE BIDERMAN LLP
Barristers & Solicitors
1 Adelaide Street East, Suite 801
Toronto, Ontario
M5C 2V9

Wendy Greenspoon-Soer LSO#: 34698L
wgreenspoon@garfinkle.com
Tel: 416-869-7615

Lawyers for the Applicant

File Number: 13976-005

RCP-F 4C (September 1, 2020)

TAB 2

Court File No. CV-25-00740567-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

(Court Seal)

THE TORONTO-DOMINION BANK

Applicant

and

DOSANJH CARE INC.

Respondent

AFFIDAVIT OF KATHRYN FURFARO

I, Kathryn Furfaro, of the City of Toronto, in the Province of Ontario, MAKE OATH AND SAY:

1. I am the Manager, Commercial Credit, at Toronto-Dominion Bank (“**TD**”), the Applicant in the within Application and, as such, have knowledge of the matters to which I hereinafter depose, unless it appears from the context that I rely upon information provided to me by others, all of which information I verily believe to be true.

2. This affidavit is sworn in support of an application by TD to appoint Albert Gelman Inc.(“**AGI**”), as the Receiver and Manager (in such capacity, the “**Receiver**”), without security, of all present and future property, assets and undertakings of Dosanjh Care Inc., (the “**Debtor**”) acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (the “**Property**”) which Property includes, without limitation, the real property described in Schedule “A” hereto (the “**Real Property**”), 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**”);

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A. BACKGROUND AND THE PARTIES

3. The Respondent Debtor is a corporation that is incorporated pursuant to the laws of the Province of Ontario. A copy of the Corporate Profile of the Debtor is appended hereto as **Exhibit “A”**.

4. The Debtor is the registered owner of the property known municipally as 532 Main Street, Powassan, Ontario, more particularly described in **Schedule “A”** (the **“Real Property”**). The Parcel Abstract of the Real Property is appended hereto as **Exhibit “B”**.

5. The building on the Real Property was previously operated as a care home facility under the Community Homes for Opportunity (CHO) Program (the **“Property”**). The operation was closed in October of 2023 due to an order of the North Bay Parry Sound District Health Unit (the **“Health Unit”**).

B. LOAN AND SECURITY DOCUMENTS

6. The borrower is indebted to Toronto Dominion Bank (**“TD Bank”**) with respect to a credit facility made available under the terms of a Loan Agreement dated October 14th, 2022, (the **“Loan Agreement”**). The Letter of Commitment is appended hereto as **Exhibit “C”**.

7. The Letter of Commitment provided for a loan facility in the amount of \$2,250,000.00 (the **“Loan”**).

8. As security for its obligations to TD, the Debtor granted, among other things:

- i. a first ranking Charge registered January 13th, 2023, as Instrument No. GB160992 for the principal sum of a \$2,250,000.00 (the **“Charge”**). Now

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shown to me and appended hereto as **Exhibit “D”** is a true copy of the TD Charge;

- ii. A General Security Agreement (the “**GSA**”) dated December 20th, 2022, registered under the PPSA January 13th, 2023, which was registered by TD under the Personal Property Security Act (“**PPSA**”) on January 13th, 2023, by means of a Financing Statement; Now shown to me and appended hereto as **Exhibit “E”** is a true copy of the registered GSA dated January 13th, 2023; and
- iii. A General Assignment of Rents registered on January 13th, 2023, (the “**GAR**”) as Instrument No. GB160993 against the Real Property. Now shown to me and appended hereto as **Exhibit “F”** is a true copy of the registered GAR, dated January 13th, 2023.

9. The obligations of the Debtor to TD Bank were also guaranteed by Kiranjit Kaur Dosanjh (“**Kiranjit**”), the principal of the Debtor, pursuant to a Guarantee dated December 20th, 2022 (the “**Kiranjit Guarantee**”). Pursuant to the Guarantee, Kiranjit agreed unconditionally to pay off all amounts owed by the Debtor to TD Bank, together with interest thereon, and all costs, charges and expenses which may be incurred to enforce payment. Now shown to me and appended hereto as **Exhibit “G”** is a true copy of the Guarantee dated December 20th, 2022.

C. THE DEFAULT

10. Under the terms of the Loan Agreement and the Charge, the Loan was to accrue interest at the rate of 7.1% per annum and was to mature on January 13, 2025.

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11. In June of 2024, it became apparent that that the Debtor had committed certain events of default, including (1) failing to provide annual Financial Statements; and (2) failing to maintain the Property in good repair and working condition to continue to carry on the business; and (3) failing to operate in compliance with applicable environmental health and safety laws and regulations.

12. I had previously learned from the Debtor that the North Bay Parry Sound District Health Unit (“Health Unit”) had inspected and identified a number of infractions and violations pursuant to which they issued an order to close down the business in October of 2023. This information was also conveyed to representatives of Albert Gelman Inc. during their inspection of the property recently.

13. On June 21, 2024, the Applicant delivered a Notice of Default which was not rectified. Thereafter, on July 12, 2024, the Applicant caused written demand for payment to be made on the Debtor and the Guarantors under the Loan and a Notice of Intention to Enforce Security pursuant to section 244 of the BIA (the “**Demands**” and “**NITES**”). Now shown to me and appended hereto as **Exhibit “H”** to this Affidavit are true copies of the demands and Nites dated July 12, 2024.

14. On July 12, 2024, TD also made written demand on Kiranjit with respect to the Guarantee. Now shown to me and appended hereto as **Exhibit “I”** is a true copy of the demand sent to Kiranjit dated July 12, 2024.

15. In August of 2024, the Debtor requested that TD Bank forbear from taking action on the Security, and the TD Bank and the Debtor entered into a Forbearance Agreement dated August 14, 2024 and a Forbearance Extension Agreement dated January 8, 2025 (collectively, the “**Forbearance Agreement**”), for the purposes of allowing the Debtor, to complete a refinancing

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and repay the Indebtedness. Now shown to me and appended hereto as **Exhibit “J”** is a true copy of the Forbearance Agreement.

16. As a term of the Forbearance Agreement, the Borrower consented to an order for the appointment of a receiver in the event of default.

17. The Forbearance Termination Date of February 28, 2025, under the Forbearance Agreement, as extended, has now expired and a recent viewing of the Property has revealed that there has been no remediation, and it remains closed. Now shown to me and appended hereto as **Exhibit “K”** is a true copy of a Memorandum prepared by AGI following an inspection of the Property on March 25th, 2025, together with photographs.

18. Notwithstanding the prior demand and the expiry of the ten-day statutory notice and the expiry of the term of forbearance, the Debtor has not repaid the Loan in whole or in part. As of April 2, 2025, the amount outstanding under the Loan, for principal, interest and fees, excluding legal costs, was \$2,295,314.45. Interest, fees and costs have continued to accrue. Now shown to me and appended hereto as **Exhibit “L”** is a true copy of the Statement of Account as at April 2, 2025.

D. THIS APPLICATION

19. I verily believe that the appointment of a Receiver is necessary as the Debtor is unable to fulfill its obligations to TD and is unable to properly manage and financially carry the ongoing expenses associated with the Real Property. As a result, TD has lost confidence in the Debtor's ability to manage its business.

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20. I further believe that a Receiver is required to take steps necessary to investigate and remediate the Property as required, in order to pursue a sale transaction for the Real Property and to maximize the value of the security.

21. Pursuant to the Loan and Security Documents, TD has a contractual right to the appointment of a receiver upon the occurrence of a default or event of default and I verily believe that TD is entitled to commence these receivership proceedings to protect its investments and preserve and maximize the value of the Real Property.

22. This affidavit is sworn in support of the within Application and for no other or improper purpose.

SWORN by Kathryn Furfaro at the City of Toronto, in the Province of Ontario, before me on this 10th day of April 2025, in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits
(or as may be)

WENDY GREENSPOON-SOER

Signed by:



88431BAE44E14E2

KATHRYN FURFARO

This is Exhibit “A” referred to in the Affidavit of Kathryn Furfaro sworn by Kathryn Furfaro at the City of Toronto, in the Province of Ontario, before me on April 10, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

WENDY GREENSPOON-SOER



Government
of Canada

Gouvernement
du Canada

[Canada.ca](#) → [Innovation, Science and Economic Development Canada](#) → [Corporations Canada](#)

→ [Search for a Federal Corporation](#)

Federal Corporation Information - 1436351-5

 Beware of scams and other suspicious activities. See [Corporations Canada's alerts](#).

Note

This information is available to the public in accordance with legislation (see [Public disclosure of corporate information](#)).

[Order copies of corporate documents](#)

Corporation Number

1436351-5

Business Number (BN)

702614603RC0001

Corporate Name

Dosanjh Care Inc.

Status

Active

Governing Legislation

Canada Business Corporations Act - 2022-09-13

[Order a Corporate Profile](#) [[View PDF Sample](#)] [[View HTML Sample](#)].

[Find existing extra-provincial registrations of this corporation on Canada's Business registries](#) 

Registered Office Address

12 Cyclone Trail
Brampton ON L7A 5E8

Canada

26

Note

Active CBCA corporations are required to update this information within 15 days of any change. A corporate key is required. If you are not authorized to update this information, you can either contact the corporation or contact Corporations Canada. We will inform the corporation of its reporting obligations.

Directors

Minimum 1

Maximum 10

Kiranjit Dosanjh
12 Cyclone Trail
Brampton ON L7A 5E8
Canada

Note

Active CBCA corporations are required to update director information (names, addresses, etc.) within 15 days of any change. A corporate key is required. If you are not authorized to update this information, you can either contact the corporation or contact Corporations Canada. We will inform the corporation of its reporting obligations.

Individuals with significant control

No information has been filed.

[Learn more about when this information must be filed.](#)

Note

Active CBCA corporations are required to update this information annually (with their annual return) and within 15 days of a change in their ISC register via the Online Filing Centre. A corporate key is required. If you are not authorized to update this information, you can contact either the corporation or Corporations Canada. We will inform the corporation of its reporting obligations.

Annual Filings

Anniversary Date (MM-DD)

09-13

Date of Last Annual Meeting

2023-09-13

Annual Filing Period (MM-DD)

09-13 to 11-12

Type of Corporation

Non-distributing corporation with 50 or fewer shareholders

Status of Annual Filings

2024 - Not due

2023 - Filed

Corporate History

Corporate Name History

2022-09-13 to Present

Dosanjh Care Inc.

Certificates and Filings

Certificate of Incorporation

2022-09-13

Order copies of corporate documents

Start New Search

[Return to Search Results](#)

Date Modified:

2024-07-05

This is Exhibit “B” referred to in the Affidavit of Kathryn Furfaro sworn by Kathryn Furfaro at the City of Toronto, in the Province of Ontario, before me on April 10, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

WENDY GREENSPOON-SOER



LAND
REGISTRY
OFFICE #42

52209-0615 (LT)

PAGE 1 OF 1
PREPARED FOR WGreenspoon
ON 2025/04/09 AT 18:00:15

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

PROPERTY DESCRIPTION: PT LTS 7 & 8 BLK E PL 44, PT STATION GROUNDS PL 44, PT 3, 42R19599; MUNICIPALITY OF POWASSAN

PROPERTY REMARKS: PLANNING ACT CONSENT AS IN RO95096.

ESTATE/QUALIFIER:
FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:
DIVISION FROM 52209-0439

PIN CREATION DATE:
2012/10/16

OWNERS' NAMES CAPACITY SHARE
DOSANJH CARE INC. ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:						
** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *						
** AND ESCHEATS OR FORFEITURE TO THE CROWN.						
** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF						
** IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY						
** CONVENTION.						
** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.						
**DATE OF CONVERSION TO LAND TITLES: 2009/06/22 **						
42R7379	1982/01/20	PLAN REFERENCE				C
42R7546	1982/07/05	PLAN REFERENCE				C
42R19599	2012/02/29	PLAN REFERENCE				C
GB160991	2023/01/13	TRANSFER	\$3,030,017	EIDE, CARL SAMPSON EIDE, STEVEN LLOYD	DOSANJH CARE INC.	C
REMARKS: PLANNING ACT STATEMENTS.						
GB160992	2023/01/13	CHARGE	\$2,250,000	DOSANJH CARE INC.	THE TORONTO-DOMINION BANK	C
GB160993	2023/01/13	NO ASSGN RENT GEN		DOSANJH CARE INC.	THE TORONTO-DOMINION BANK	C
REMARKS: GB160992						

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

This is Exhibit “C” referred to in the Affidavit of Kathryn Furfaro sworn by Kathryn Furfaro at the City of Toronto, in the Province of Ontario, before me on April 10, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

WENDY GREENSPOON-SOER



**CENTRAL ONTARIO COMMERCIAL
BANKING GROUP**
16655 YONGE STREET, UNIT 1
NEWMARKET, ONTARIO
L3X 1V6

T: (905) 836-2878 | F: (905) 836-8771

October 14, 2022

DOSANJH CARE INC.
12 CYCLONE TRAIL
BRAMPTON, ONTARIO
L7A 5E8

T: (647) 778-8445

Attention: **Kiranjit Kaur Dosanjh**

LETTER AGREEMENT

This Agreement between: *The Toronto-Dominion Bank* (the 'Bank'), through its Central Ontario Commercial Banking Centre branch in Newmarket, ON

and

Dosanjh Care Inc.

(the "Borrower")

In consideration of the Bank establishing the Facility, the Borrower hereby agrees with the Bank to the following terms and conditions:

CREDIT LIMIT

- 1) \$2,250,000.00

PURPOSE

- 1) To finance the purchase of the property located at 532 Main St, Powassan, ON

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')

TENOR

- 1) Committed

CONTRACTUAL TERM

- 1) 60 months from the date of drawdown

RATE TERM

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

AMORTIZATION

- 1) 300 months from the date of drawdown

INTEREST RATES AND STAMPING FEES

For Borrowing Options available to the Borrower, Interest Rates and Fees are as follows:

- 1) **Committed Reducing Term Facility:**
 - Fixed Rate Term Loans: 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

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

- 1) The borrower has paid \$5,000 CAD prior to the drawdown hereunder a non-refundable arrangement fee

RENEWAL FEE

- 1) \$1,250 per annum

LATE REPORTING FEE

The Borrower shall pay, unless waived by the Bank in the Bank's sole discretion, a Late Reporting Fee of \$100.00 per occurrence, and further applicable fees thereafter until reporting is provided to the Bank, each time financial reporting is not provided within the timelines established in the Positive Covenants and Reporting Covenants.

EXCESS MONITORING FEE

The Borrower may, at the Bank's discretion, be charged an Excess Monitoring Fee of \$350.00, 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.

BORROWING BASE DEFAULT FEE

The Borrower shall pay, unless waived by the Bank in the Bank's sole discretion, a Borrowing Base Default Fee of \$500.00, payable in the currency of the Facility, each time a default of the Borrowing Base established for the Facility is not rectified in the reporting period that immediately follows. Any tolerance of a Borrowing Base default will be at the Bank's sole and absolute discretion.

DISCHARGE FEE

The Borrower shall pay, unless waived by the Bank in the Bank's sole discretion, a Discharge Fee of \$500.00 per collateral charge to prepare the documents needed to register the discharge of any collateral charge under the Bank Security, in addition to the applicable government fee(s) for registering each discharge.

DRAWDOWN

The Borrower will follow the provisions set out in this Agreement with respect to notice periods, minimum amounts of draws, interest periods, and applicable terms.

- 1) Available by way of a single draw at Closing upon satisfaction of Disbursement Conditions. Any undrawn amounts will be cancelled.

If applicable, each drawdown under 1 will be a "tranche" and each tranche will bear its own interest rate and repayment terms as set out in the Rate and Payment Terms Notice delivered by the Bank to the Borrower in respect of that drawdown.

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.

REPAYMENT AND REDUCTION OF AMOUNT OF CREDIT FACILITY

- 1) Floating Rate: Equal monthly principal payments, plus interest. Amount to be determined on the date of drawdown.

Fixed Rate: Equal monthly blended payments of principal and interest. Amount to be determined on the date of drawdown.

PREPAYMENT

- 1) Floating Rate: Fully available at any time without penalty.

Fixed Rate: Permitted in whole or in part provided that an Event of Default has not occurred, subject to payment of a prepayment penalty. The Borrower can select the 10% annual Prepayment Option for Fixed Rate Loans, subject to adding an interest rate premium of 0.05% per annum.

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) General Security Agreement ("GSA") executed by DOSANJH CARE INC representing a First Charge on all its present and after acquired personal property. – *To Be Obtained*
- B) Continuing Collateral Mortgage, representing a First charge, in the principal amount of CAD \$2,250,000.00 beneficially owned by and registered in the name of DOSANJH CARE INC, on real property located at 532 Main Street, Powassan, ON, P0H1Z0, Canada – *To Be Obtained*
- C) General Assignment of Rents and Leases to be executed by DOSANJH CARE INC representing a First Charge – *To Be Obtained*
- D) Unlimited Personal Guarantee of Advances executed by KIRANJIT KAIR DOSANJH (the 'Guarantor') in support of DOSANJH CARE INC – *To Be Obtained*
- E) Assignment of Fire Insurance in the amount of CAD \$1 showing TD BANK as the Loss Payee from DOSANJH CARE INC – *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:

- 1) Satisfactory loan documentation, including all documentation to satisfy the Bank's regulatory requirements (KYC/AML), credit agreement, security, legal opinions, inter-creditor agreement, etc., in form and substance satisfactory to the Lender and its counsel.
- 2) All security is to be prepared by a solicitor selected by the Bank. All legal costs to be borne by the Borrower.
- 3) Executed Purchase and Sale agreement and any subsequent amendments, including extensions to the closing date.
- 4) Confirmation that contract to operate a Domiciliary Hostel/Housing with Supports facility has been transferred in a form satisfactory to the Bank.
- 5) Solicitor to confirm nil outstanding obligations to Canada Revenue Agency re: tax exemption via owner occupying home while operating.
- 6) Written confirmation of zoning classification and ongoing legal-conforming or legal non-conforming operation satisfactory to 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".

- 1) Notice of material events (environmental, litigation, etc.) to the Lender.
- 2) Permit the Bank to visit the Properties as reasonably required by the Bank.
- 3) The Borrower will maintain day-to-day bank accounts with TD Bank
- 4) The Borrower will comply with all federal and provincial laws and municipal by laws that apply to a Domiciliary Hostel.
- 5) Provide immediate notice of any material changes and/or revocation of licenses or contracts.

REPORTING COVENANTS

- 1) Provide Annual Compilation Engagement Financial Statements for Dosanjh Care Inc. within 120 days of fiscal year end.
- 2) Provide annual confirmation of paid property taxes for the property located at 532 Main St, Powassan, ON within 120 days of fiscal year end.
- 3) Confirmation that the operating licenses/contracts to operate are in good order within 120 days of fiscal year end.
- 4) Confirmation of the number of residents within 120 days of fiscal year end.
- 5) Provide a Personal Financial Statement and Privacy Agreement from the Guarantors and such supporting documentation as the Bank may reasonably request.

NEGATIVE COVENANTS

The Borrower will observe the Standard Negative Covenants set out in Schedule 'A' and in addition:

- 1) The Borrower will not further encumber assets without the prior written consent from TD Bank.

PERMITTED LIENS

Permitted Liens as referred to in Schedule 'A' are:

- 1) Purchase Money Security Interests in equipment which Purchase Money Security Interests exist on the date of this Agreement ("Existing PMSIs") which are known to the Bank and all future Purchase Money Security Interests on equipment acquired to replace the equipment under Existing PMSIs, provided that the cost of such replacement equipment may not exceed the cost of the equipment subject to the Existing PMSI by more than 10%

FINANCIAL COVENANTS

The Borrower agrees at all times:

- 1) That the Debt Service Coverage ("DSC") be maintained at a minimum of 120% at all times. DSC to be tested annually. DSC is defined as:

$$\frac{\text{EBITDA} - \text{Unfinanced Capital Expenditures}}{\text{Principal} + \text{Interest}}$$

*EBITDA is defined as earnings before interest, taxes, depreciation, and amortization.

**Unfinanced capital expenditures are defined as capital expenditures not financed by 3rd party long term debt and/or capital leases net of proceeds on sale of equipment.

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 CAD \$10,000

SCHEDULE 'A' - TERMS AND CONDITIONS

Schedule 'A' sets out the Standard Terms and Conditions ('Standard Terms and Conditions') which are applicable to the Borrower and which apply to this Facility. 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.

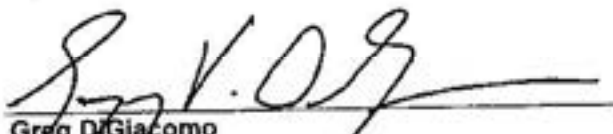
We trust you will find these Facilities helpful in meeting your ongoing financing requirements. We ask that you acknowledge this offer of financing (which includes the Standard Terms and Conditions) by signing and returning the attached duplicate copy of this agreement to the undersigned by **November 13, 2022**.

Yours truly,

THE TORONTO-DOMINION BANK



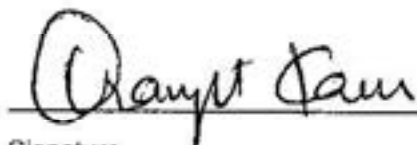
Dana Ongaro
Relationship Manager



Greg DiGiacomo
Senior Manager Commercial Services

TO THE TORONTO-DOMINION BANK:

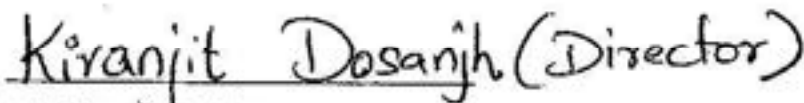
DOSANJH CARE INC. hereby accepts the foregoing offer this 17 day of October 2022. The Borrower confirms that, except as may be set out above, the credit facility(ies) detailed herein shall not be used by or on behalf of any third party.



Signature

17-Oct-2022

Date:



Print Name & Position

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. DEFINITIONS

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

"All-in Rate" means the highest of the interest rates that the Borrower pays for Floating Rate Loans.

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

"Branch / Centre" means the 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.

"Daily Simple SOFR" means, for any day, SOFR, with the conventions for this rate (which will include a lookback being established by the Bank in accordance with the conventions for this rate recommended by the Board of Governors of the Federal Reserve System or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Board of Governors of the Federal Reserve System or the Federal Reserve Bank of New York, or any successor thereto, for determining "Daily Simple SOFR" for bilateral business loans; provided, that if the Bank decides that any such convention is not administratively feasible for the Bank, then the Bank may establish another convention in its reasonable discretion.

"Early Opt-in Effective Date" means, with respect to any Early Opt-in Election, the sixth (8th) Business Day after the date notice of such Early Opt-in Election is provided to the Borrower.

"Early Opt-in Election" means the occurrence of:

- (i) a determination by the Bank that at least five currently outstanding U.S. dollar-denominated syndicated or bilateral credit facilities at such time contain (as a result of amendment or as originally executed) a SOFR-based rate (including SOFR, a term SOFR or any other rate based upon SOFR) as a benchmark rate, and
- (ii) the election by the Bank to trigger a fallback from LIBOR and the provision by the Bank of written notice of such election to the Borrower.

"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.

"Floating Rate Loans" means any loan drawn down or extended under this Agreement at an interest rate which is referenced to a variable rate of interest, such as Prime Rate.

"Inventory Value" means, at the 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.

"LIBOR Replacement Conforming Changes" means any technical, administrative or operational changes (including changes to applicable definitions, timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion or continuation notices, the applicability and length of lookback periods, the applicability of breakage provisions, and other technical, administrative or operational matters) that the Bank decides may be appropriate to reflect the adoption and implementation of the LIBOR Successor Rate and the Bank's administration thereof in a manner substantially consistent with market practice (or, if the Bank decides that adoption of any portion of such market practice is not administratively feasible or determines that no market practice for the administration of the LIBOR Successor Rate exists, in such other manner of administration as the Bank decides is reasonably necessary in connection with the administration of this Agreement and the other documents required hereunder).

"LIBOR Successor Rate" means, for any interest period as of the applicable date of determination, the first alternative set forth below that can be determined by the Bank:

- (i) the sum of: (a) Term SOFR and (b) 0.11448% (11.448 basis points) for an interest period of 1 month, 0.26161% (26.161 basis points) for an interest period of 3 months, and 0.42826% (42.826 basis points) for an interest period of 6 months, or
- (ii) the sum of: (x) Daily Simple SOFR and (y) the spread adjustment selected or recommended by the Board of Governors of the Federal Reserve System or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Board of Governors of the Federal Reserve System or the Federal Reserve Bank of New York, or any successor thereto, for the replacement of the contract maturity of LIBOR with a SOFR-based rate having approximately the same length as the interest payment period specified in the "LIBOR Discontinuation" clause in Section 3 of this Schedule A.

"Purchase Money Security Interest" means a security interest on 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.

"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 amount of all the Borrower's unremitted source deductions and unpaid taxes.

"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 the Borrower's senior officer or authorized representative.

"SOFR" means, with respect to any Business Day, a rate per annum equal to the secured overnight financing rate for such Business Day published by the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate) on the website of the Federal Reserve Bank of New York, currently at <http://www.newyorkfed.org> (or any successor source for the secured overnight financing rate identified as such by the administrator of the secured financing rate from time to time), on the immediately succeeding Business Day.

"Term SOFR" means, for the applicable corresponding interest period, the forward-looking term rate based on SOFR that has been selected or recommended by the Federal Reserve System or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Board of Governors of the Federal Reserve System or the Federal Reserve Bank of New York, or any successor thereto.

"USD" 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.

2. 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 CDN\$ 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.

Interest rates will never be less than zero. If Prime Rate, CDOR, LIBOR, USBR or any other applicable base rate changes, resulting in a variable or floating annual interest rate that is a negative number, the interest rate will be 0.00%. Notwithstanding the foregoing, if a Floating Rate Loan with an interest rate based on CDOR or LIBOR has been hedged in its entirety with an interest rate swap with the Bank (the "Swap") and the Swap does not include a negative interest rate floor, the foregoing restriction on CDOR or LIBOR never being less than 0.00% shall not apply. However, for purposes of certainty, if the Swap is subsequently terminated or novated the restriction on CDOR or LIBOR never being less than 0.00% shall apply.

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.

3. 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 for which the subject loan is outstanding. 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 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 is payable both before and after maturity or demand, default and judgment.

Each payment under this Agreement shall be applied to any indebtedness or amounts owing in any order at the sole discretion of the Bank.

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).

4. 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 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. 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 will pay to the Bank the Face Amount of the B/A at the maturity 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 or interest period. The Bank shall have the discretion to restrict the LIBOR or CDOR contract maturity. 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.

LIBOR Discontinuation

On the earliest of:

- (a) the date that the administrator of LIBOR has permanently or indefinitely ceased to make LIBOR available;
- (b) the governmental authority having jurisdiction over the administrator of LIBOR has made a public statement or publication of information announcing LIBOR is no longer representative; and
- (c) the Early Opt-in Effective Date,

the LIBOR Successor Rate will replace LIBOR for all purposes hereunder and under any other documents (other than any swap agreement, but including any other Bank Security) required in connection herewith, in respect of any interest period and contract maturity of such benchmark on such day and all subsequent interest periods and contract maturities without any amendment to, or further action or consent of any party to this Agreement. If the LIBOR Successor Rate is Daily Simple SOFR, all interest payments will be payable on a monthly basis unless otherwise agreed by the Bank. Notwithstanding anything else herein, any definition of the LIBOR Successor Rate (exclusive of any margin) shall provide that in no event shall such LIBOR Successor Rate be less than zero for the purposes of this Agreement.

The Bank does not warrant or accept any responsibility for, and shall not have any liability with respect to, the administration, submission or any other matter related to LIBOR or the LIBOR Successor Rate including without limitation, whether the composition or characteristics of the LIBOR Successor Rate, will be similar to, or produce the same value or economic equivalence of, LIBOR or have the same volume or liquidity as did LIBOR prior to its discontinuance or unavailability.

In connection with the implementation and administration of the LIBOR Successor Rate, the Bank will have the right to make LIBOR Replacement Conforming Changes from time to time and, notwithstanding anything to the contrary in this Agreement or in any Bank Security or other document provided in connection herewith, any amendments implementing such LIBOR Replacement Conforming Changes will become effective without any further action or consent of any other party to this Agreement.

The Bank will promptly notify the Borrower of (i) the occurrence of an Early Opt-in Election, (ii) the implementation of the LIBOR Successor Rate and (iii) the effectiveness of any LIBOR Replacement Conforming Changes. Any determination, decision or election that may be made by the Bank pursuant to this Section, including any determination with respect to a interest period, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action, will be conclusive and binding absent manifest error and may be made in its sole

discretion and without consent from any other party hereto, except, in each case, as expressly required pursuant to this Section.

Cash Management

The Bank may, and the Borrower hereby authorizes the Bank to, drawdown under the Facility 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 Facility even if the drawdown results in amounts outstanding in excess of the Credit Limit.

5. STANDARD DISBURSEMENT CONDITIONS

The Bank shall have received the following documents which should be in form and substance satisfactory to the Bank:

1. a copy of a duly executed resolution of the Borrower's Board of Directors empowering the Borrower to enter into this Agreement;
2. all of the Bank Security and supporting resolutions and solicitors' letters of opinion required under this Agreement;
3. all operation of account documentation;
4. a completed Environmental Questionnaire and/or if requested by the Bank, an audit inspection report from auditors or inspectors acceptable to the Bank;
5. for drawdowns under the Facility by way of L/C or L/G, the Bank's standard form Letter of Credit Indemnity Agreement; and
6. a copy of any necessary or desirable government approvals authorizing the Borrower to enter into this Agreement.

6. STANDARD REPRESENTATIONS AND WARRANTIES

The Borrower hereby represents and warrants, which representations and warranties shall be deemed to be repeated each day hereafter, that:

1. 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.
2. 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.
3. 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 any other agreement for borrowed money.
4. 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.

5. 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.
6. 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.
7. 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.
8. 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.
9. 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

In addition to all of the other obligations in this Agreement the Borrower will:

- (i) pay all amounts outstanding to the Bank when due or demanded,
- (ii) maintain its existence as a sole proprietorship, corporation, partnership or limited partnership, as the case may be, and keep all material agreements, rights, franchises, licenses, operations, contracts or other arrangements in full force and effect,
- (iii) pay all taxes,
- (iv) maintain its property, plant and equipment in good repair and working condition,
- (v) continue to carry on the business now being carried on,
- (vi) maintain adequate insurance on all of its assets, undertakings, and business risks,
- (vii) permit the Bank and its authorized representatives full access to its premises, business, financial and computer records and allow the duplication or extraction of pertinent information therefrom, and
- (viii) comply with all applicable laws.

8. STANDARD NEGATIVE COVENANTS

The Borrower will not:

- (i) 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 property, now owned or hereafter acquired except for those Permitted Liens set out in the Letter.

- (ii) merge or amalgamate with any other entity or permit any change of ownership or change its capital structure, and
- (iii) sell, lease, assign, or otherwise dispose of all or substantially all of its assets.

Compliance by the Borrower with these Positive Covenants and Negative Covenants shall not automatically entitle the Borrower to the continued availability of the Facility and shall not restrict or limit the Bank's ability to demand repayment of all or any part of amounts outstanding under the Facility.

9. ADDITIONAL INFORMATION AND SECURITY

The Borrower will provide, or cause to be provided, whatever information the Bank 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 made in paragraph 8 of the above Section 6. The Borrower will provide, or cause to be provided, any security or guarantees required by the Bank from time to time.

10. 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.

11. 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.

12. 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.

13. ENVIRONMENTAL REPRESENTATION AND UNDERTAKINGS

The Borrower represents, warrants and covenants (which representation, warranty and covenant shall continue each day hereafter) that its property and business is being operated in compliance with applicable environmental, health and safety laws and regulations and that there are no judicial or administrative proceedings in respect thereto.

The Borrower shall, when asked by the Bank, at the Borrower's expense, obtain and provide to the Bank an appraisal, environmental audit or inspection report of any of its property from appraisers, auditors or inspectors acceptable to the Bank.

The Borrower will defend, indemnify and hold harmless the Bank, its officers, directors, employees, agents and shareholders, against all loss, costs, claims, damages and expenses (including legal, audit and inspection expenses) which may be suffered or incurred in connection with the breach of this environmental representation, warranty and covenant and against environmental damage occasioned by the Borrower's activities or by contamination of or from any of the Borrower's property.

14. REPRESENTATION

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

15. BANK MAY CHANGE AGREEMENT

The Bank may change the provisions of this Agreement from time to time. These changes include, without limitation, changes to the Credit Limit, interest rate, or fees payable by the Borrower. The Bank will notify the Borrower of any change in this Agreement by mail, hand delivery, electronic mail or facsimile transmission or for a change in any interest rates or interest rate definitions by posting a notice in all of the Bank's branches. The Bank is not required to notify a Guarantor of any change in the Agreement, including without limitation, any increase in the Credit Limit, Overdraft Limit or Loan Amount. If more than one Person signs this Agreement, communication with any one Person will serve as notice to all.

16. METHOD OF COMMUNICATION

The Bank may communicate with the Borrower by ordinary, uninsured mail or other means, including hand delivery, electronic mail or facsimile transmission. Mailed information is deemed to be received by the Borrower five days after mailing. Delivered information is deemed to be received when delivered or left at the Borrower's address. Electronically delivered information is deemed to be received when sent. Messages sent by facsimile are deemed to be received when the Bank receives a fax confirmation.

17. EXPENSES

The Borrower shall pay any fees and expenses (including but not limited to all legal fees) incurred by the Bank in connection with the preparation, registration, ongoing administration, and discharge 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, any outside counsel expenses, and any in-house legal expenses (if in-house counsel are used), and any outside professional advisory fees and expenses, and any registration, renewal and discharge fees in connection with the Bank Security, including but not limited to, as applicable, land registry, intellectual property registry, Personal Property Security Act, and Le Registre des droits personnels et réels mobiliers fees as established by the applicable federal, provincial and/or territorial government(s) from time to time. 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 24, 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 any registration, renewal and discharge fee as described in this section 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 Facility.

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 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 advances 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 Borrower's indebtedness 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 indebtedness secured by the chattel mortgage.

20. ENTIRE AGREEMENTS

This Agreement replaces any previous agreements dealing specifically with the Facility. 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 Facility 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 its 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. 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 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 Borrower's credit 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 under this Agreement to the indebtedness under this Agreement, the Bank will convert the deposit or other obligation to the currency of indebtedness under this Agreement using the exchange rate determined by the Bank at the time of the conversion.

25. 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.

26. 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.
- vi) If the Borrower qualifies as an Eligible Enterprise and the facility/ies hereunder are not secured by a mortgage on real property, the Borrower has the right to cancel this Agreement without incurring a cancellation charge until the end of the third Business Day after the day on which this Agreement is entered into and may be entitled to the refund of certain fees other than (i) any amounts related to the use of the product or service prior to its cancellation; and (ii) any expense that the Bank has reasonably incurred in providing the product or service. Eligible Enterprise, as defined in the Bank Act, means a business with authorized credit of less than CAD\$1,000,000, fewer than 500 employees and annual revenues of less than CAD\$50,000,000.

27. CUSTOMER RESOLUTION PROCESS

Tell us about your problem or concern in the way that is most convenient for you. You may contact a Customer Service Representative at your Branch or Business Unit that handles your account, call us toll free at 1-833-259-5980, contact us by mail at Customer Service, TD Centre, P.O. Box 193, Toronto, Ontario, M5K 1H6, by fax at 1-877-983-2932 or by e-mail at customer.service@td.com. As a next step, if your concern remains unresolved, the Manager will offer to elevate your problem to a representative of the Senior Management Office. Alternatively, if you prefer to elevate the problem yourself, you may contact the Manager, or one of our telephone banking specialists at the toll-free number above, and they will assist you.

If your concern remains unresolved, you may contact the Senior Customer Complaints Office by email at td.scco@td.com, by mail at P.O. Box 1, TD Centre, Toronto, Ontario, M5K 1A2, or toll free at 1-888-361-0319. If your concern still remains unresolved, you may then contact the ADR Chambers Banking Ombuds Office (ADRBO) by mail at 31 Adelaide Street East, P.O. Box 1066, Toronto, Ontario, M5C 1K9 or telephone: 1-800-941-3655 or toll free fax: 1-877-307-5127 and at www.bankingombuds.ca or contact@bankingombuds.ca. For a more detailed overview please obtain a copy of our "If You Have a Problem or Concern" brochure from any branch or from our website at www.td.com.

Financial Consumer Agency of Canada (FCAC) - If you have a complaint regarding a potential violation of a consumer protection law, a public commitment, or an industry code of conduct, you can contact the FCAC in writing at: 6th Floor, Enterprise Building, 427 Laurier Ave. West, Ottawa, Ontario K1R 1B9. The FCAC can also be contacted by telephone at 1-866-461-3222 (en français 1-866-461-2232) or through its website at www.fcac-acfc.gc.ca. Please note that the FCAC does not become involved in matters of redress or compensation - all such requests must follow the process set out above.

28. CONSENT TO THE COLLECTION, USE AND/OR DISCLOSURE OF INFORMATION - INDIVIDUALS

In this Section, "you" and "your" means: (i) any individual, or that individual's authorized representative, who is the Borrower; (ii) any individual, or that individual's authorized representative, who has offered to provide a guarantee for any product or service offered by us to the Borrower; (iii) any individual who is a partner of the Borrower; and (iv) the signing authorities, as identified to us, of the Borrower. In this Section and in Section 29, the words "we", "us" and "our" mean TD Bank Group ("TD"). TD includes The Toronto-Dominion Bank and its world-wide affiliates, which provide deposit, investment, loan, securities, trust, insurance and other products or services. The word "Information" means financial, personal and other details about you, that you provide to us and we obtain from others outside our organization, including through the products and services that are provided by us to the Borrower. You agree that, at the time you request to begin a relationship with us and during the course of our relationship, we may share your Information within TD, and collect, use and disclose your Information as described in the Privacy Agreement separately provided to you and available at any TD Canada Trust branch or online at td.com, including for, but not limited to, the purposes of identifying you, providing you with ongoing service, helping us serve you better, protecting us both from fraud and error, complying with legal and regulatory requirements, and marketing products and services to you.

We may communicate with you for any of these purposes by telephone, fax, text messaging, or other electronic means, and automatic dialing-announcing device, at the numbers you have provided to us, or by ATM, internet, mail, email and other methods. If:

- a) there are changes to the signing authorities of the Borrower; or
- b) at the time of obtaining a product or service from us, the Borrower has indicated that the product or service will be used by or on behalf of a third party who is an individual; or

- c) at the time of obtaining a product or service from us, the Borrower, if a corporation, has any individual who owns or controls, directly or indirectly, 25 per cent or more of the shares of the corporation, or has any director, where such individual or director is not, at such time, either a signing authority of the corporation or a personal banking customer of TD; or
- d) at the time of obtaining a product or service from us, such Borrower, if other than a corporation, has any individual who owns or controls, directly or indirectly, 25 per cent or more of such Borrower, where such individual is not, at such time, either a signing authority of the Borrower or a personal banking customer of TD;

then the Borrower agrees to make such signing authorities and any such individual or director aware of the Privacy Agreement, advise them that they are subject to such agreement and inform them that a copy of such agreement is available at any TD Canada Trust branch or online at td.com. The definition of "you" in the Privacy Agreement shall be deemed to include any such individual or director. Notwithstanding the foregoing, c) and d) shall not apply where the Borrower is a public body, or a corporation that has minimum net assets of \$75 million on its last audited balance sheet and whose shares are traded on a Canadian stock exchange or a stock exchange that is prescribed by section 3201 of the Income Tax Regulations, as may be amended from time to time, and operates in a country that is a member of the Financial Action Task Force.

To understand how you can withdraw your consent, refer to the "Marketing Purposes" section of the Privacy Agreement or contact us at 1-866-567-8888.

29. CONSENT TO THE COLLECTION AND/OR DISCLOSURE OF INFORMATION – BORROWER (OTHER THAN AN INDIVIDUAL)

In addition to any rights the Bank may have regarding the collection and disclosure of the Borrower's information, the Borrower authorizes the Bank to obtain information about the Borrower from, and disclose information about the Borrower to, TD, other lenders, credit reporting or credit rating agencies, credit bureaus, auditors, governmental and regulatory authorities, references provided by the Borrower and any supplier, agent or other party that performs services for the Borrower or for the Bank.

This is Exhibit “D” referred to in the Affidavit of Kathryn Furfaro sworn by Kathryn Furfaro at the City of Toronto, in the Province of Ontario, before me on April 10, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

WENDY GREENSPOON-SOER

LRO # 42 Charge/Mortgage

Received as GB160992 on 2023-01-13 at 12:19

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

yyyy mm dd Page 1 of 3

Properties

<i>PIN</i>	52209 - 0615 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	PT LTS 7 & 8 BLK E PL 44, PT STATION GROUNDS PL 44, PT 3, 42R19599; MUNICIPALITY OF POWASSAN		
<i>Address</i>	532 MAIN STREET POWASSAN		

Chargor(s)

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

Name DOSANJH CARE INC.
Address for Service 12 Cyclone Trail
Brampton, Ontario
L7A 5E8

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

Charge(s)

Capacity

Share

Name	THE TORONTO-DOMINION BANK
Address for Service	33 Collier Street, 2nd Floor Barrie, Ontario L4M 1G5 Branch #2077

Statements

Schedule: See Schedules

Provisions

Principal	\$2,250,000.00	Currency	CDN
Calculation Period	See Schedule 1		
Balance Due Date	ON DEMAND		
Interest Rate	See Schedule 1		
Payments			
Interest Adjustment Date			
Payment Date	ON DEMAND		
First Payment Date			
Last Payment Date			
Standard Charge Terms	8520		
Insurance Amount	See standard charge terms		
Guarantor	Kiranjit Kaur Dosanjh		

Signed By

Kristyn Andrea McPherson	5-355 Harry Walker Parkway North Newmarket L3Y 7B3	acting for Charger(s)	Signed	2023 01 12
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Tel 905-515-9887

Fax 905-954-1149

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

Submitted By

DANIEL SENIOR PROFESSIONAL CORPORATION	5-355 Harry Walker Parkway North Newmarket L3Y 7B3	2023 01 13
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Tel 905-515-9857

Fax 905-954-1149

This is Exhibit “E” referred to in the Affidavit of Kathryn Furfaro sworn by Kathryn Furfaro at the City of Toronto, in the Province of Ontario, before me on April 10, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

WENDY GREENSPOON-SOER



TO: The Toronto-Dominion Bank (the "Bank")
Branch of the Bank: #2077 - 33 COLLIER STREET, 2ND FLOOR, BARRIE, ONTARIO L4M 1G5
Granted By: DOSANJH CARE INC.
(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, wheresoever 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;

- (c) **Payment of Fees and Expenses.** The Grantor will pay the Bank on demand all costs, fees and expenses (including legal fees of ⁵⁸ 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 of 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 20th day of December, 2022 64
DOSANJH CARE INC.

Per: 
(authorized signature) Kiranjit Kaur Dosanjh

Per: _____
(authorized signature)

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

QUANTITY	DESCRIPTION	SERIAL NUMBER
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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):

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.

"RESOLVED THAT:

- ## CERTIFICATE


C/S
SUKKARIR Kiranjit Dusanjhi, Sole Director



eCore[®] ONTARIO PPSA New Registration
1C CONFIRMATION

GSA

PPSA Ref File No.: 789949953
Registration Number: 20230113 1218 1590 6753
REGISTRATION TYPE: Personal Property Security Act
TERM OF REGISTRATION (YEARS): 5

Expiry Date: 2028-01-13
CAUTION FILING: N
MOTOR VEHICLE SCHEDULE: N

DEBTORS

Business Debtors		
	BUSINESS NAME ONTARIO CORPORATION NUMBER	ADDRESS
1	DOSANH CARE INC. 14363515	12 CYCLONE TRAIL BRAMPTON ON L7A 5E8

SECURED PARTIES

Secured Parties	
	NAME ADDRESS
1	THE TORONTO-DOMINION BANK 33 COLLIER STREET, 2ND FLOOR BARRIE ON L4M 1G5

COLLATERAL

Collateral Classification Selected			MATURITY DATE	AMOUNT SECURED
Consumer Goods	Inventory ☒	Equipment ☒		
Accounts ☒	Other ☒	Motor Veh Incl ☒		

REGISTERING AGENT

NAME	ADDRESS
DANIEL SENIOR PROFESSIONAL CORPORATION	5-355 HARRY WALKER PARKWAY NORTH NEWMARKET ON L3Y 7B3

This is Exhibit “F” referred to in the Affidavit of Kathryn Furfaro sworn by Kathryn Furfaro at the City of Toronto, in the Province of Ontario, before me on April 10, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

WENDY GREENSPOON-SOER



This agreement and assignment is made as of the 20 day of December, 2022
BETWEEN:

DOSANJH CARE INC.
a corporation incorporated in the laws of ON, (hereinafter called the "Assignor") of the first part,

- and -

The Toronto-Dominion Bank, a Canadian chartered Bank (hereinafter called the "Assignee") of the second part,

Whereas the Assignor is the owner of the Lands subject to the Mortgage;

And Whereas in order to secure payment of the Obligations, the Assignor has agreed to assign the Leases and Rents to the Assignee as provided herein;

Now therefore this agreement and assignment witnesses that in consideration of the premises and the covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties, the parties hereto agree as follows:

1. Interpretation

- In this agreement and assignment, unless there is something in the subject matter or context inconsistent therewith,
- (a) "Lands" means the lands and premises described in Schedule A attached to this agreement and assignment.
 - (b) "Leases" means:
 - (i) every existing and future lease or sublease of, and agreement to lease or sublease, the whole or any portion of the Assignor's interest in the Lands;
 - (ii) every existing and future tenancy, agreement as to use or occupation and licence in respect of the whole or any portion of the Lands, whether or not pursuant to any written lease, agreement or licence;
 - (iii) every existing and future indemnity or guarantee of all or any of the obligations of any existing or future Tenant of the whole or any portion of the Lands; and
 - (iv) every existing and future assignment and agreement to assume the obligations of Tenants of the whole or any portion of the Lands;in each case, as amended, modified, supplemented, replaced or restated from time to time.
 - (c) "Mortgage" means a registered charge/mortgage of the Lands, in the amount of TWO MILLION TWO HUNDRED AND FIFTY THOUSAND DOLLARS (\$2250000) from the Assignor to the Assignee, which was signed, or for which an Acknowledgement and Direction was signed, on December 19, 2022 and any amendments or modifications thereto and any mortgage or mortgages made or take in substitution thereof.
 - (d) "Obligations" means the indebtedness and liability of the Assignor to the Assignee that is secured by the Mortgage.
 - (e) "Rents" means all rents and other monies now due and payable or hereafter to become due and payable and the benefit of all covenants of Tenants, indemnitors and guarantors, under or in respect of the Leases.
 - (f) "Tenant" means any lessee, sublessee, licensee or grantee of a right of use or occupation under a Lease and that person's successors and permitted assigns.

2. Assignment

- As continuing collateral security for payment of the Obligations, the Assignor hereby assigns to the Assignee and creates a security interest in all of the Assignor's right, title, benefit and interest in and to the following:
- (a) the Leases and all benefits, powers, options and advantages of the Assignor to be derived therefrom and all covenants, obligations, undertakings and agreements of Tenants, thereunder; and
 - (b) the Rents, with full power and authority to demand, collect, sue for, recover, receive and give receipts for the Rents and to enforce payment of the Rents and performance of the obligations of the Tenants, indemnitors and guarantors under the Leases in the name of the Assignor or the owner from time to time of the Lands.

3. Representations and Covenants of the Assignor

- The Assignor hereby represents to, and covenants and agrees with, the Assignee that:
- (a) none of the Rents has been or will be paid more than one month in advance (except, if so provided in the Lease, for payment of rent for the last month of the term);
 - (b) there has been no default of a material nature under any of the existing Leases which has not been remedied by any of the parties thereto;
 - (c) it will observe and perform all of its obligations under each of the Leases and will not do or permit to be done anything that could reasonably be expected to adversely affect the enforceability of any Lease;
 - (d) it will not surrender or materially modify, alter or amend any Lease or consent to an assignment of the Tenant's interest under any Lease without first obtaining the consent in writing of the Assignee;
 - (e) it will not at any time assign, grant a security interest in or otherwise encumber its interest under any Lease or the Rents due or to become due thereunder, or any part thereof, other than to the Assignee; and
 - (f) it will not lease or agree to lease any of the Lands except at a rent and on terms and conditions which a prudent landlord would expect to receive for such premises, and except to Tenants to whom a prudent landlord would rent the particular premises.

4. Dealing with Rents by the Assignor

Subject to paragraph 3(a) above, the Assignor shall be permitted to collect and receive the Rents as and when they shall become due and payable according to the terms of the particular Lease unless and until the Assignor is in default in payment of any of the Obligations or in observing or performing any covenant, obligation or condition under this agreement and assignment or any other agreement collateral hereto. After the occurrence and during the continuation of a default, the Assignee may deliver a written notice to any Tenant under any of the Leases directing it to pay the Rents payable under its Lease to the Assignee, and such notice shall be good and sufficient authority for the Tenant in so doing.

5. Rights and Duties of the Assignee

Nothing contained herein or in any statute shall have the effect of making the Assignee, its successors or assigns, responsible for the collection of any Rents or for the observance or performance of any covenant, obligation or condition under any of the Leases to be observed or performed by the Assignor, and the Assignee shall not, by virtue of this agreement and assignment or its receipt of any Rents, become or be deemed a mortgagee in possession of the Lands, and the Assignee shall not be under any obligation to take any action or exercise any remedy for the collection or recovery of any Rents or to enforce the performance of the obligations of any person under or in respect of any of the Leases; and the Assignee shall be liable to account only for such Rents as it shall actually receive, less all costs and expenses incurred by the Assignee in the collection thereof.

6. Further Assurances

The Assignor hereby agrees to execute such further documents and instruments and to do all such further acts and things as may be reasonably required by the Assignee from time to time to perfect and to carry out the purpose and intent of this agreement and assignment.

7. Additional Continuing Security

This agreement and assignment is being taken as additional collateral security for payment of the Obligations, and none of the rights or remedies of the Assignee under the Mortgage or any other security held by the Assignee shall be delayed or in any way prejudiced by the entering into of this agreement and assignment; and following delivery by the Assignee to the Assignor of a discharge of the Mortgage this agreement and assignment shall be of no further force or effect.

8. Indemnity

The Assignor shall reimburse, indemnify and hold harmless the Assignee for and from any and all expenses, losses, damages and liabilities which the Assignee may reasonably incur by reason of this agreement and assignment and the exercise by or on behalf of the Assignee of any rights under this agreement and assignment.

9. Benefit of this Agreement

This agreement and assignment shall enure to the benefit of the successors and assigns of the Assignee and Assignor.
This agreement and assignment has been executed by the Assignor by its duly authorized officers as of the date first above written.
DOSANJH CARE INC.

Per: 

Name: Kiranjit Kaur Dosanjh Office: Director

Per: _____

Name: _____ Office: _____

ACKNOWLEDGEMENT AND DIRECTION

TO: Kristyn Andrea McPherson
(Insert lawyer's name)

AND TO: DANIEL SENIOR PROFESSIONAL CORPORATION
(Insert firm name)

RE: First Assignment of Rents to Toronto-Dominion Bank - 532 Main Street, Powassan ("the transaction")
(Insert brief description of transaction)

This will confirm that:

- I/We have reviewed the information set out in this Acknowledgement and Direction and in the documents described below (the "Documents"), and that this information is accurate;
- You, your agent or employee are authorized and directed to sign, deliver, and/or register electronically, on my/our behalf the Documents in the form attached.
- You are hereby authorized and directed to enter into an escrow closing arrangement substantially in the form attached hereto being a copy of the version of the Document Registration Agreement, which appears on the website of the Law Society of Ontario as the date of the Agreement of Purchase and sale herein. I/We hereby acknowledge the said Agreement has been reviewed by me/us and that I/We shall be bound by its terms;
- The effect of the Documents has been fully explained to me/us, and I/we understand that I/we are parties to and bound by the terms and provisions of the Documents to the same extent as if I/we had signed them; and
- I/we are in fact the parties named in the Documents and I/we have not misrepresented our identities to you.
- I, _____, am the spouse of _____, the (Transferor/Chargor) , and hereby consent to the transaction described in the Acknowledgment and Direction. I authorize you to indicate my consent on all the Documents for which it is required.

DESCRIPTION OF ELECTRONIC DOCUMENTS

The Document(s) described in the Acknowledgement and Direction are the document(s) selected below which are attached hereto as "Document in Preparation" and are:

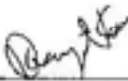
- ☐ A Transfer of the land described above.
- ☐ A Charge of the land described above.
- ☒ Other documents set out in Schedule "B" attached hereto.

Dated at Newmarket, ON, this 19th day of December, 2022.

WITNESS

(As to all signatures, if required)

DOSANJH CARE INC.



Name: Kiranjit Dosanjh
Title: Director*
*I have authority to bind the corporation.

This is Exhibit “G” referred to in the Affidavit of Kathryn Furfaro sworn by Kathryn Furfaro at the City of Toronto, in the Province of Ontario, before me on April 10, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

WENDY GREENSPOON-SOER



This **Guarantee** is made as of the 20th day of December, 2022.

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 DOSANUH CARE INC.
(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 77
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.

[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)

[Name of Guarantor]

Per: _____
(authorized signature)

Per: _____
(authorized signature)

Personal Guarantee

Signature of Guarantor: _____

Print name: Kiranjit Kaur Dosanjh

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: _____



I HEREBY CERTIFY THAT:

1. _____
the guarantor in the guarantee dated _____
made between _____
_____ and The Toronto-Dominion Bank, which this certificate is attached to or noted on, appeared in person before me and acknowledged that
he/she had executed the guarantee.
2. I satisfied myself by examination of the guarantor that he/she is aware of the contents of the guarantee and understands it.

CERTIFIED by _____
Barrister and Solicitor at the _____ of _____,
in the Province of Alberta, this _____ day of _____, 20____.

Signature

STATEMENT OF GUARANTOR

I am the person named in this certificate.

Signature of Guarantor



ACKNOWLEDGMENT OF GUARANTEE
(Section 31)

CERTIFICATE OF LAWYER OR NOTARY PUBLIC

I HEREBY CERTIFY THAT:

- 1. _____ of _____ in the province of _____, the guarantor in the guarantee dated _____ made between The Toronto-Dominion Bank and _____, which this certificate is attached to or noted upon, appeared in person before me and acknowledged that he/she had executed the guarantee;
- 2. I satisfied myself by examination of the guarantor that he/she is aware of the contents of the guarantee and understands it;
- 3. I have not prepared any documents on behalf of the creditor, The Toronto-Dominion Bank, relating to the transaction and I am not otherwise interested in the transaction;
- 4. I acknowledge that the guarantor signed the following "Statement of Guarantor" in my presence.

Given at _____ this _____ day of _____, 20____, under my hand and seal of office.

(SEAL REQUIRED WHERE NOTARY PUBLIC SIGNS CERTIFICATE)

A LAWYER OR A NOTARY PUBLIC IN
AND FOR _____

STATEMENT OF GUARANTOR

I am the person named in this certificate.

Signature of Guarantor

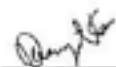
WAIVER OF INDEPENDENT LEGAL ADVICE

I, **Kiranjit Kaur Dosanjh**, of the Province of Ontario, confirm that the mortgage and related security documentation being granted by **Dosanjh Care Inc.** to The Toronto-Dominion Bank (hereinafter called the "**Lender**") securing liabilities for the Lender as set out within the mortgage (hereinafter called the "**Documents**") hereby certify that:

1. I have read and understood the attached personal guarantee (the "**Guarantee**") dated **December 20th 2022**, and I am fully aware of each and every term therein. I have read thoroughly and understand to my satisfaction all of my obligations and rights under this Guarantee.
2. I acknowledge that Daniel J. Senior has recommended that I seek independent legal advice with respect to the terms of the Guarantee and that I have been given an opportunity to seek such legal advice. Notwithstanding such recommendation, and said opportunity, I acknowledge and declare that:
 - (a) I wish to enter into this Guarantee without receiving independent legal advice;
 - (b) I understand that the terms of this Guarantee and they correctly set out my wishes and intentions;
 - (c) I will not seek to challenge this Agreement at some later date on the basis of a complaint that I did not receive independent legal advice or that I did not understand the terms; and
 - (d) I agree to be bound by those terms.
3. I acknowledge and declare that I am executing this Agreement of my own volition and without fear, threats, compulsions or influence by Daniel J. Senior or any other person. I hereby waive and release the Lender, Think Green Law and/or Daniel J. Senior from any and all claims, obligations and rights, which I may otherwise have against the Lender, Think Green Law and/or Daniel J. Senior by reason of my not having obtained independent legal representation with respect to this Limited Guarantee.

This document may be executed electronically and in counterparts and delivered by facsimile or other electronic transmission.

DATED this 19th day of December 2022.



Kiranjit Kaur Dosanjh

SCHEDULE "C"
RESOLUTION OF THE SOLE DIRECTOR

OF

DOSANJH CARE INC.
(the "Corporation")

GRANTING OF SECURITY

WHEREAS the sole director of the Corporation is authorized from time to time to charge, mortgage, hypothecate or pledge all or any currently owned or subsequently acquired real and personal property of the Corporation to secure any obligations or any money borrowed and it is in the interest of the Corporation that the directors exercise such authority;

AND WHEREAS The Toronto-Dominion Bank (the "Bank") has offered to lend the Corporation the sum of TWO MILLION, TWO HUNDRED AND FIFTY THOUSAND DOLLARS (\$2,250,000.00) and, as security therefore, has requested a first collateral charge/mortgage, a general assignment of rents, and a general security agreement over the lands and premises legally described as Description PT LTS 7 & 8 BLK E PL 44, PT STATION GROUNDS PL 44, PT 3, 42R19599; MUNICIPALITY OF POWASSAN and municipally known as 532 Main Street, Powassan, Ontario P0H 1Z0, in the principal amount of TWO MILLION, TWO HUNDRED AND FIFTY THOUSAND DOLLARS (\$2,250,000.00), (collectively, the "Security");

AND WHEREAS the Corporation wishes to borrow the sum of TWO MILLION, TWO HUNDRED AND FIFTY THOUSAND DOLLARS (\$2,250,000.00) from the Bank on the terms aforesaid and to authorize, execute and deliver the Security to the Bank as security therefore.

BE IT RESOLVED THAT:

The Corporation borrow the sum of TWO MILLION, TWO HUNDRED AND FIFTY THOUSAND DOLLARS (\$2,250,000.00) from the Bank (the "Loan").

As security for the Loan, the Corporation will execute and deliver to the Bank the Security in the forms requested by the Lender.

Any Director of the Corporation is hereby authorized for and on behalf of the Corporation to execute and deliver under corporate seal or otherwise the Security and all other documents contemplated by the Loan and Security with such alterations, additions, amendments and deletions as may be approved by that officer or director, whose signature shall be conclusive evidence of such approval.

Any Director of the Corporation is hereby authorized for and in the name of the Corporation to execute and deliver under corporate seal or otherwise all such other documents and to do all such other acts and things as may be necessary or desirable to give effect to this resolution or as may be reasonably required by the Bank.

This is Exhibit “H” referred to in the Affidavit of Kathryn Furfaro sworn by Kathryn Furfaro at the City of Toronto, in the Province of Ontario, before me on April 10, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

WENDY GREENSPOON-SOER



Wendy Greenspoon-Soer
Direct Line: 416-869-7615
e-mail: wgreenspoon@garfinkle.com

July 12, 2024

SENT BY REGISTERED/REGULAR MAIL & EMAIL: kiranjtdosanjh2012@gmail.com

DOSANJH CARE INC.

12 Cyclone Trail
Brampton, Ontario
L7A 5E8

Attention: Kiranjit Kaur Dosanjh

**Re: The Toronto-Dominion Bank Loan to Dosanjh Care Inc.
532 Main Street, Powassan, Ontario
Our File No. 13976-005**

We are the solicitors for the Toronto-Dominion Bank (the “Bank”).

In connection with a credit facility granted to you by the Bank, Dosanjh Care Inc. executed a Loan Agreement dated October 14th, 2022 (the “Loan Agreement”). Pursuant to the covenants contained in the Loan Agreement, the subject loan is now in default, and you have failed to comply with the written demand of the Bank to rectify your default.

Accordingly, this letter shall constitute as a demand for payment in full for the amounts outstanding as follows:

Principal Amount	\$ 2,200,877.43
Interest to Close	\$ 12,235.25
Business Visa ending in 8098	\$11.52
Discharge Fee	\$1,000.00
FRG Work Fee	\$5,000.00
Legal Fees	\$2,000.00

Total balance outstanding as at July 12, 2024 **\$2,221,124.20**

In addition, interest shall continue to accrue on the outstanding balance, and you shall be liable for all further legal fees incurred.

Demand Letter to Borrower

July 12, 2024

Pg. 2

We enclose herein our Notice of Intention to Enforce Security under the *Bankruptcy and Insolvency Act*. Unless payment is made in full within 10 days from the date hereon, our instructions are to take further steps to enforce repayment of the Loan Agreement.

Your immediate attention to this matter is required.

Yours truly,

Garfinkle Biderman LLP

Per:



Wendy Greenspoon-Soer

WGS/mds

Cc: Client

Encls.

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

By Registered and Regular Post

TO: **DOSANJH CARE INC.**
12 Cyclone Trail
Brampton, Ontario
L7A 5E8
an insolvent company/person

TAKE NOTICE that:

1. The Toronto-Dominion Bank, a secured creditor, intends to enforce its security on the property of the insolvent company/person described below:
 - (a) all of the undertakings, property and assets, including, without limiting the generality of the foregoing, all of the intangibles, proceeds, books and records, equipment, inventory and real estate.
 - (b) PIN No. 52209-0615 (LT)
PT LTS 7 & 8 BLK E PL 44, PT STATION GROUNDS PL 44, PT 3, 42R19599;
MUNICIPALITY OF POWASSAN
532 Main Street, Powassan, Ontario
- The security that is to be enforced is in the form of:
 - (a) a Charge/Mortgage securing the principal sum of \$2,250,000.00, which Charge was registered on the 13th day of January 2023, in the Land Registry Office for the Land Titles Division of Parry Sound (No. 42) as Instrument No. GB160992.
 - (b) General Security Agreement dated December 20th, 2022, and registered on January 13th, 2023, pursuant to *The Personal Property Security Act (Ontario)*, under Financing Statement No. 20230113 1218 1590 6753.
 - (c) General Assignment of Rents dated December 20th, 2022, and registered on January 13, 2023, in the Land Registry Office for the Land Titles Division of Parry Sound (No. 42) as Instrument No. GB160993.
2. The total amount of indebtedness secured by the security is \$2,221,124.20 as of July 12th, 2024, together with additional costs of the secured creditor, and with additional interest accruing at the rate of 6.997%.
3. The secured party will not have the right to enforce the security until after the expiry of the ten (10) day period following the sending of this notice, unless the insolvent company/person consents to an earlier enforcement.

DATED at Toronto this 12th day of July 2024.

Toronto-Dominion Bank
by its solicitors
Messrs. Garfinkle Biderman LLP
Per:



Wendy Greenspoon-Soer
801-1 Adelaide Street East
Toronto, Ontario, M5C 2V9
Tel: (416) 869-1234
Fax: (416) 869-0547

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.

This is Exhibit "I" referred to in the Affidavit of Kathryn Furfaro sworn by Kathryn Furfaro at the City of Toronto, in the Province of Ontario, before me on April 10, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

WENDY GREENSPOON-SOER



Wendy Greenspoon-Soer
Direct Line: 416-869-7615
e-mail: wgreenspoon@garfinkle.com

July 12, 2024

BY REGISTERED/REGULAR MAIL & EMAIL: kiranjitdosanjh2012@gmail.com

KIRANJIT KAUR DOSANJH
B30455 Mara Road RR#23
Beaverton, ON
L0K 1A0

KIRANJIT KAUR DOSANJH
68 Echoridge Drive
Brampton, Ontario
L7A 3L6

Dear Ms. Kiranjit Kaur Dosanjh:

Re: **The Toronto-Dominion Bank Loan to Dosanjh Care Inc.**
532 Main Street, Powassan, Ontario
Our File No. 13976-005

We are the solicitors for the Toronto-Dominion Bank. We enclose herein a copy of our demand letter of today's date to Dosanjh Care Inc.

Take notice that the Borrower, for whom you became surety under a Guarantee dated December 20th, 2022, is indebted to our client in the amounts of \$2,221,124.20. Interest and all legal fees continue to accrue.

This letter shall serve as demand upon you as Guarantor for payment of the full amount outstanding within (10) ten days of the date of this letter.

Yours truly,
Garfinkle Biderman LLP
Per:

A handwritten signature in blue ink, appearing to read 'Wendy Greenspoon-Soer', written over a light blue circular stamp.

Wendy Greenspoon-Soer

WGS/mds
Encl.
Cc: Client

G:\Client Data\13976\13976-005\notices\Demand Letter to Guarantor.docx

This is Exhibit “J” referred to in the Affidavit of Kathryn Furfaro sworn by Kathryn Furfaro at the City of Toronto, in the Province of Ontario, before me on April 10, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

WENDY GREENSPOON-SOER

FORBEARANCE AGREEMENT

THIS AGREEMENT is made as of the 14 day of August 2024.

AMONG:

TORONTO-DOMINION BANK
(the "**Lender**")

– and –

DOSANJH CARE INC.
(the "**Borrower**")

– and –

KIRANJIT KAUR DOSANJH
(the "**Guarantors**")

WHEREAS:

- A. Pursuant to a Loan Agreement dated October 14th, 2022 (the "**Loan Agreement**"), the Lender agreed to provide a credit facility in the amount of Two Million Two Hundred and Fifty (\$2,250,000.00) Dollars to the Borrower (the "**Loan**");
- B. The Borrower and the Guarantor (collectively, the "**Obligors**" and each an "**Obligor**") have executed and delivered to the Lender the agreements described in Schedule "A" attached hereto (collectively, the "**Security**") as security for the Loan and other obligations and liabilities owed by the Obligors to the Lender;
- C. The Borrower defaulted on certain covenants contained in the Loan Agreement and Security (the "**Loan Documents**") with respect to financial reporting; maintenance of the secured real property including compliance with the environmental representations and undertakings; and the continued operation of the business; (the "**Default**");
- D. By letter dated June 21, 2024, the Lender notified the Borrower of said Defaults, and Borrower acknowledged receipt on same date;
- E. By letters dated July 12th, 2024, the Lender's solicitor (i) notified the Borrower that the Lender was entitled to declare the Indebtedness (as hereinafter defined) to immediately be due and payable (the "**Borrower Demand**") (ii) notified the Guarantors that a default had occurred under the Loan and that the Lender had demanded payment of the Indebtedness from the Borrower and pursuant to the Guarantee (as hereinafter defined), it also demanded payment of the Indebtedness from the Guarantor (the "**Guarantor Demand**") and (iii) sent a Notice of Intention to Enforce Security (a "**BIA Notice**") pursuant to section 244 of the *Bankruptcy and Insolvency Act* (Canada) (the "**BIA**") to each Obligor; and

- 2 -

- F. At the request of the Obligors, the Lender has agreed to forbear from enforcing the Loan Agreement and the Security, subject to and in accordance with the terms of this Forbearance Agreement (the "**Agreement**").

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the sum of Two (\$2.00) Dollars and for other good and valuable consideration now paid by Lender and the Obligors (collectively, the "**Parties**") to each other (the receipt and sufficiency of which are hereby acknowledged by each of them), the Parties hereby agree as follows:

ARTICLE 1 - INTERPRETATION

- 1.1 In this Agreement, unless the context otherwise requires, all capitalized terms defined in the Loan Documents and not otherwise defined herein shall have the meanings ascribed to such terms in the Loan Documents, as applicable.
- 1.2 Words importing the singular include the plural and vice versa and words importing gender include all genders.
- 1.3 Time is of the essence in the performance of the Obligors' obligations.
- 1.4 Each of the provisions contained in this Agreement is distinct and severable, and a declaration of invalidity, illegality, or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision of this Agreement.
- 1.5 The division of this Agreement into articles, sections and clauses, and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.
- 1.6 This Agreement and the Loan Documents together with the agreements and other documents required to be delivered pursuant to this Agreement, constitute the entire agreement between the parties and set out all the covenants, promises, warranties, representations, conditions, understandings and agreements between the parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written. There are no covenants, promises, warranties, representations, conditions, understanding or other agreements, oral or written, express, implied or collateral between the parties in connection with the subject matter of this Agreement except as specifically set forth in this Agreement and any document required to be delivered pursuant to this Agreement.
- 1.7 This Agreement shall be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
- 1.8 If there is any inconsistency or conflict between the terms of this Agreement and the terms of the Loan Documents or any other agreement executed in connection therewith or herewith, the provisions of this Agreement shall prevail to the extent of the inconsistency.

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ARTICLE 2 - ACKNOWLEDGEMENTS

- 2.1 The Parties hereby acknowledge and agree that each of the foregoing recitals are true and accurate both in substance and in fact.
- 2.2 The Borrower hereby acknowledges that as of July 22, 2024, the amount owing to the Lender under the Loan Agreement and secured by the Security is the sum of \$2,221,371.56 for principal, interest and fees (excluding legal costs). This amount, together with all additional accrued interest, fees, costs, and other amounts payable under the Loan Documents, is referred to herein as the "**Indebtedness**". The Borrower confirms that the Indebtedness is unconditionally owing to the Lender, it does not dispute that it is liable to pay the Indebtedness to the Lender on any ground whatsoever, it has no claim, demand, setoff, or counterclaim against the Lender on any basis whatsoever, and there is no matter, fact or thing which may be asserted by it in extinction or diminution of the Indebtedness or result in any bar to or delay in the recovery thereof. If there are any claims for setoff, counterclaim, or damages, they are hereby expressly released and discharged.
- 2.3 The Borrower hereby acknowledges and agrees that the Loan Documents now held by the Lender for payment of the Indebtedness and performance of the obligations to the Lender have not been released, waived, or varied, and are valid, binding, and enforceable against it in accordance with their written terms.
- 2.4 The Guarantor hereby acknowledges, confirms and agrees that she has guaranteed the payment and performance of the Indebtedness and obligations owing by the Borrower to the Lender, pursuant to the unlimited and unconditional Guarantee dated December 20, 2022 (the "**Guarantee**"). The Guarantor does not dispute her liability to the Lender under the Guarantee on any basis whatsoever and confirm that they have no claim for setoff, counterclaim, or damages on any basis whatsoever against the Lender. If there are any claims, they are hereby expressly released and discharged. The Guarantor confirms that the Guarantee has not been released, waived, or varied, that it is binding upon him and that it is valid and enforceable against him in accordance with its written terms.
- 2.5 The Obligors hereby acknowledge, confirm and agree that (i) the Lender is entitled to exercise its rights and remedies subject to the terms of this Agreement, under the Loan Documents, at law and in equity (ii) subject to the terms of this Agreement, the Lender (by itself or through its employees or agents) has not made any promises, or taken any action or omitted to take any action which would constitute a waiver of its right to continue any enforcement action, or which would estop it from so doing and that no statement, representation, promise, act or omission by the Lender or their employees or agents shall create such a waiver or estoppel and (iii) by entering into this Agreement, the Lender, except as provided in this Agreement, has not waived any of their rights under any of the Loan Documents, including without limitation the Lender's right to continue any enforcement action in connection with the Loan Documents.
- 2.6 The Borrower hereby acknowledges receipt of the Borrower Demand and a BIA Notice sent on behalf of the Lender. The Guarantor acknowledges receipt of a Guarantor Demand (collectively with the Borrower Demand, the "**Demands**") and a BIA Notice sent on behalf

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of the Lender. The Obligors hereby acknowledge and agree (i) that the Demands and the BIA Notices are valid and effective, and that the time given by the Lender for payment of the Indebtedness was reasonable and (ii) not to contest the validity of the Demands or the BIA Notices, or the reasonableness of the time given for payment in any proceeding for any reason whatsoever.

ARTICLE 3 - FORBEARANCE

- 3.1 The Obligors have requested, and the Lender has agreed to forbear from enforcing the Security subject to and in accordance with the terms of this Agreement.
- 3.2 The Lender agrees not to take any steps to continue to enforce the Security until:
- (a) January 10th, 2025 (or such later date as the Lender, in its sole discretion, may agree to in writing); and
 - (b) the occurrence of an Event of Default (as hereinafter defined),
- 3.3 The Parties hereby acknowledge and agree that the date set out in Section 3.2 hereof shall hereinafter be referred to as the **"Forbearance Termination Date"** and the period commencing on the date of execution of this Agreement and ending on (but excluding) the Forbearance Termination Date shall be referred to as the **"Forbearance Period"**.
- 3.4 Notwithstanding the forbearance provided for herein, the Obligors acknowledge and agree that the Business Visa account held by the Borrower ending in 8098 shall be revoked and cancelled as of the Execution Date and the Operating Account held by the Borrower shall be closed by the Lender on the earlier of the Forbearance Termination Date or payout of the Indebtedness.

ARTICLE 4 - CONDITIONS

- 4.1 The Lender's agreement to forbear is conditional upon compliance with each of the following terms and conditions (collectively, the **"Forbearance Conditions"** and each a **"Forbearance Condition"**), which Forbearance Conditions have been inserted solely for the benefit of the Lender and may be waived by it as it may determine, in its sole and unfettered discretion:
- (a) the Obligors delivering executed copies of this Agreement no later than 5:00 PM (Eastern Daylight Time) on August 14th, 2024 (the "Execution Date");
 - (b) receipt by the Lender, on or before August 14th, 2024, of:
 - (i) proof of payment of all outstanding property taxes with respect to the secured property known municipally as 532 Main Street, Powassan, Ontario (the Property);
 - (ii) proof of payment of all amounts payable to Canada Revenue Agency for any taxes, source remittances and HST;

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- (iii) an executed Consent to Judgement in the form attached as Schedule "B" to this Agreement (the "**Consent**"). The Consent will be delivered to the offices of Garfinkle Biderman LLP on or before the Execution Date, and shall only be exercised upon the occurrence of an Event of Default;
 - (iv) an executed Consent to an Order for the appointment of a Receiver under the BIA of the Property in the form attached as Schedule "C" to this Agreement (the "Receivership Consent"); and
 - (v) on or before the Execution Date, payment of the Lender's legal fees in connection with (i) the Demands and BIA Notices in the amount of One Thousand Five Hundred (\$1,500.00) Dollars inclusive of HST and disbursements and (ii) this Agreement in the amount of Five Thousand Five Hundred (\$5,500.00) Dollars inclusive of ST and Disbursements; and
 - (c) in consideration for the Lender's forbearance and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Obligors, the Borrower shall pay to the Lender a non-refundable forbearance fee of Fifteen Thousand (\$15,000.00) Dollars inclusive of HST (the "**Forbearance Fee**"), which shall be fully earned as of the date of execution by all parties hereto of this Agreement and shall be payable to the Lender in five equal monthly installments of \$3,000.00 commencing on August 14th, 2024.
- 4.2 No waiver of any of these conditions shall be valid or effective unless made in writing by the Lender and delivered to the Obligors.
- 4.3 In the event that any Forbearance Condition is not satisfied in accordance with the terms of this Agreement (i) an Event of Default shall be deemed to have occurred hereunder and the Forbearance Period shall automatically terminate without further notice to the Obligors and (ii) the provisions of Section 6.2 hereof shall apply.

ARTICLE 5 - COVENANTS AND AGREEMENTS

In addition to the covenants and agreements contained in the Loan Agreement, during the Forbearance Period the Obligors covenant and agree as follows:

- 5.1 The Obligors shall pay the Indebtedness to the Lender's solicitors, in trust, in order to obtain a release and discharge of the Security. Upon receipt by the Lender's solicitors of the Indebtedness, the Lender's solicitors shall, at the Obligor's expense, prepare and register discharges of the Security under the *Land Titles Act* (Ontario) and the *Personal Property Security Act* (Ontario).
- 5.2 The Borrower shall keep current all of its obligations to its creditors who may have a lien, charge, security interest or deemed trust in its property and assets which may rank in priority to or *pari passu* with the security held by the Lender on such properties and assets, including, without limitation, all amounts owing for wages, vacation pay, property tax,

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water, employee source deductions, harmonized goods and services tax, and provincial sales tax (collectively, the "**Priority Payables**").

- 5.3 The Borrower shall provide written evidence to the Lender by the Execution Date, and thereafter forthwith upon any further request made by the Lender, that all Priority Payables have been paid, such written evidence to be in a form and content to the satisfaction of the Lender in its sole and unfettered discretion.
- 5.4 The Borrower shall use its best efforts to refinance the Loan on an expedited basis, provided, however, that any new loan to be secured against title to the Property shall be sufficient to repay the Indebtedness in full.
- 5.5 The Obligors shall not encumber, sell, transfer, convey, lease, or otherwise dispose of any of their respective assets or property without the prior written consent of the Lender, which consent may be withheld in the Lender's sole and unfettered discretion.
- 5.6 The Obligors shall not, without the prior consent of the Lender, which consent may be withheld in the Lender's sole and unfettered discretion, make any loans or advance money or property to any other person or invest in or purchase shares of another party or guarantee, assume or otherwise become responsible for the indebtedness, performance, or obligations of any other person.
- 5.7 Without the prior written consent of the Lender, which consent may be withheld in the Lender's sole and unfettered discretion, the Borrower shall not make any distributions, directly or indirectly, to or for the benefit of any shareholder, director, officer, employee, or any other person.
- 5.8 The Borrower shall comply with any insurance obligations in accordance with the terms of the Loan Agreement.
- 5.9 The Borrower shall upon request, permit the Lender and its representatives or agents, during normal business hours, to enter upon its premises to inspect its property and assets, and to examine and take away copies of all books and records relating thereto at no cost to the Lender.
- 5.10 The Obligors shall forthwith provide the Lender with written notice of the occurrence of an Event of Default hereunder.
- 5.11 The Borrower shall not surrender, terminate, repudiate, or amend, vary, or modify in a manner adverse to the Lender, any material contract with respect to its property and assets, nor shall it enter into any new material contract with respect to its property and assets, without the prior written consent of the Lender which may be withheld in the Lender's sole and unfettered discretion.
- 5.12 Each Corporation shall maintain its corporate existence as a valid and subsisting entity and shall not merge, amalgamate, or consolidate with any other corporation(s) without the

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Lender's prior written consent, which consent may be withheld in the Lender's sole and unfettered discretion.

- 5.13 The covenants and other terms and conditions contained in the Loan Documents shall continue in full force and effect, except that, to the extent there exists any actual inconsistency between such provisions and the provisions of this Agreement, the provisions of this Agreement shall govern; and
- 5.14 No Obligor shall commence any proceedings under the BIA, the *Companies' Creditors Arrangement Act* (Canada) ("CCAA"), or similar legislation without the Lender's prior written consent, which consent may be withheld in the Lender's sole and unfettered discretion. In the event that any Obligor commences such proceedings, such Obligor agrees that the Lender shall be an "unaffected creditor" under any such proceedings and hereby consents to a court order lifting any stay of proceeding as against the Lender at the Borrower's sole cost and expense.

ARTICLE 6 - DEFAULT

- 6.1 Any one or more of the following events will constitute an event of default under this Agreement (each an "Event of Default"):
- (a) the non-payment of the outstanding balance of the Loan by 5:00 PM (Eastern Daylight Time) on the Forbearance Termination Date;
 - (b) a default or breach of any obligation, promise, covenant, term, or condition occurs under this Agreement or the Loan Documents after execution of this Agreement;
 - (c) any representation or warranty made by Obligors in the Loan Agreement or the Security, or in any certificate or other document delivered to the Lender in connection with the Loan Documents, or this Agreement, is false or misleading in any material respect;
 - (d) any change of ownership, control or management of either Corporation, without the prior written consent of the Lender, which consent may be withheld in the Lender's sole and unfettered discretion;
 - (e) any default occurs under any material contract which would permit the counter party to terminate the contract;
 - (f) the Borrower ceases or threatens to cease to carry on its business or a substantial part thereof;
 - (g) an Obligor becomes insolvent or bankrupt, or makes or files a petition, application, proposal, a notice of intention to make a proposal or an assignment for the benefit of creditors under the BIA, the CCAA, or comparable legislation in Canada or any other jurisdiction, an application for a bankruptcy order or for the appointment of a receiver, receiver and manager or interim receiver is filed against an Obligor, a receiver is appointed with respect to an Obligor or any of its property, or, if

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proceedings are initiated under any legislation by or against an Corporation for its restructuring, liquidation, winding-up, dissolution or reorganization or any arrangement or composition of its debts;

- (h) any person takes possession of all or any material part of the property of an Obligor by distress or execution or similar process is levied or enforced against all or any material part of the property of an Obligor;
- (i) any other creditor of an Obligor exercises or purports to exercise any rights against any of the property, assets or undertaking of such Obligor;
- (j) the non-payment when due of any Priority Payables owed by the Borrower;
- (k) any default occurs under any other credit, loan, security, forbearance, standstill or other agreements executed and delivered by an Obligor to any other creditor;
- (l) if any financial reporting information provided by or on behalf of the Obligors to the Lender proves to be false, misleading, inaccurate, or incorrect in any material respect, or if there is a failure to provide the Lender with such financial reporting or other information as it may require from time to time; and/or
- (m) if the Lender, as it may determine in its sole and unfettered discretion, determines that there's a material adverse change after the Execution Date in the business or financial condition of an Obligor or the ability of the Lender to recover payment of the Indebtedness has been or will be impaired.

6.2 In addition to the Lender's rights and remedies available under the Loan Documents, this Agreement, at law or in equity, on the Forbearance Termination Date or upon the occurrence of an Event of Default, whichever is earlier:

- (a) the outstanding balance of the Indebtedness owing by the Borrower to the Lender shall become immediately due and payable;
- (b) the Security shall, at the Lender's option, become enforceable in accordance with its terms, including, without limitation, the Lender's right to the appointment of a private receiver or the court appointment of an interim receiver or receiver and manager of the property, assets and undertakings of the Obligors;
- (c) the Lender may issue a Statement of Claim and obtain judgement in accordance with the Consent and enforce upon the judgement against the Borrower and the Guarantor in accordance with the Consent;
- (d) the Lender may issue an Application for the appointment of a Receiver over the Property in accordance with the Receivership Consent. The Obligors agree not to contest the appointment of the Receiver on any basis whatsoever. The Obligors shall take no step or action that may in any way delay or interfere with the appointment of the Receiver.

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ARTICLE 7 - CONSENTS

- 7.1 Subject to applicable law, upon the occurrence of an Event of Default, the Obligors consent to any action by the Lender in connection with the enforcement of the Loan Documents without the necessity of further notice or demand, and hereby agree not to directly or indirectly commence, carry on, consent to, or be a party in any way to any proceeding which would constrain any such action, or which would call into question the validity or enforceability of the Indebtedness, and/or the Loan Documents.

ARTICLE 8 - GENERAL PROVISIONS

- 8.1 The Borrower agrees to reimburse the Lender in respect of all reasonable expenses (including all legal fees and disbursements at the Lender's lawyers' standard hourly rates) which the Lender has incurred or will incur in connection with the review of the Security, the negotiation and preparation of this Agreement, and the administration and the enforcement of the Loan Documents and this Agreement. To the extent such expenses have not been paid by the Borrower, the Lender may pay such expenses directly and the amount so paid shall form part of the Indebtedness, shall bear interest from the date of payment at the highest rate payable by the Borrower for any of the Indebtedness owed by the Borrower to the Lender, and shall be secured by the Security.
- 8.2 The Obligors hereby absolutely and irrevocably release, remise, acquit and forever discharge the Lender, its officers, directors, employees, agents and lawyers (collectively, the "**Released Parties**") from any and all actions and causes of action, suits, claims, demands, liabilities, obligations, damages, losses and expenses of any and every character, known or unknown, direct or indirect, at law or in equity, of whatsoever kind or nature, whether heretofore or hereafter arising, for or because of any fact, matter or things done, omitted or suffered to be done by the Released Parties prior to and including the date of execution hereof, and in any way directly or indirectly arising out of or in any way connected to this Agreement, Loan Documents and the administration and enforcement of Loan Documents and this Agreement (the "**Released Matters**"). The Obligors acknowledge that the agreements in this paragraph are intended to be in full satisfaction of all or any alleged injuries or damages arising in connection with the Released Matters. The Obligors represent and warrant to the Released Parties that they have not purported to transfer, assign, or otherwise convey any of their respective rights, title, or interest in any Released Matters to any other person and that the foregoing constitutes a full and complete release of all Released Matters. The foregoing release shall survive the termination of this Agreement, the Loan Documents and payment in full of the Indebtedness.
- 8.3 The Obligors acknowledge that, in executing and delivering this Agreement, they have acted and continue to act freely and without duress. The Obligors acknowledge that the actions of the Lender in entering into this Agreement have been fair and reasonable and that the Lender (i) has not acted in a managerial capacity with respect to the Obligors, and (ii) has no fiduciary duty to the Obligors in connection with this Agreement and/or the Loan Documents. The Obligors confirm that they have had the benefit of independent legal advice in connection with the negotiation of this Agreement. The Obligors hereby waive

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and agree not to assert or cause to be asserted any defence, right or claim with respect to any matter set forth in this Agreement.

- 8.4 The Obligors represent and warrant to the Lender that they have the capacity and authority to enter into and perform their obligations under this Agreement.
- 8.5 The execution and delivery of this Agreement and the performance by the Corporations of their respective obligations hereunder have been duly authorized by all necessary proceedings.
- 8.6 Any notice, consent or approval required or permitted to be given in connection with this Agreement (a "Notice") shall be in writing and shall be sufficiently given if delivered (whether in person, by courier service or other personal method of delivery), or if transmitted by electronic transmission:

(a) in the case of a Notice to the Lender at:

Toronto Dominion Bank
3140 Dufferin Street
Toronto, Ontario M6A 2T1

Attention: Eric Beltrami
Email: Eric.Beltrami@td.com

and with a copy to:

Garfinkle Biderman LLP
1 Adelaide Street E., 8th Floor
Toronto, ON M5C 2V9

Attention: Wendy Greenspoon-Soer
E-mail: wgreenspoon@garfinkle.com

(b) in the case of a Notice to the Obligors:

Dosanjh Care Inc.
12 Cyclone Trail
Brampton ON L7A 5E8

Attention: Kiranjit Kaur Dosanjh
Email: kiranjitdosanjh2012@gmail.com

and with a copy to:

Marathon Law P.C.
8-101 Innovation Drive
Woodbridge, ON L4H 0S3

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Attention: Vishal Chopra
E-mail: vishal@marathonlaw.ca

The date of receipt of such notice shall be the date of the actual delivery to the address specified if delivered or the date of actual transmission to the electronic address if sent by electronic communication, respectively, unless such date is not a Business Day, in which event the date of receipt shall be the next Business Day immediately following the date of such delivery or transmission. "**Business Day**" means a day other than a Saturday, Sunday, statutory holiday in the Province of Ontario, or any other day on which the Schedule 1 Canadian Chartered Banks located in the Province of Ontario are not open for business during normal banking hours.

- 8.7 The Obligors shall not assign this Agreement or any rights or obligations under this Agreement except with the prior written consent of the Lender, which consent may be withheld in the Lender's sole and unfettered discretion.
- 8.8 No amendment, modification, waiver of this Agreement and, unless otherwise specified, no consent or approval by any Parties, shall be binding unless executed in writing by the Parties to be bound thereby.
- 8.9 This Agreement shall enure to the benefit of and be binding upon the parties and their respective heirs, successors (including any successor by reason of amalgamation of any party, if permitted in accordance with the terms of this Agreement) and permitted assigns.
- 8.10 Unless expressly stated herein, this Agreement shall be solely for the benefit of the parties hereto and no other person or entity shall be a third-party beneficiary hereof.
- 8.11 This Agreement shall not constitute and shall not be deemed or construed to be a satisfaction, reinstatement, novation or release of the Loan Documents.
- 8.12 This Agreement may be executed in counterparts, and acceptance of this Agreement may be provided by email transmission, and, on such execution and transmission, this Agreement shall be binding on the parties with the same force and effect as if originally executed.

IN WITNESS WHEREOF the parties have duly executed this Agreement on the date first written above.

[signature page follows]

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TORONTO-DOMINION BANK

Eric Beltrami

Per: Eric Beltrami

Name:

Title: Account Manager, Financial Restructuring

I have authority to bind the corporation.

DOSANJH CARE INC.

Per: *Kiranjit Kaur*

Name: Kiranjit Kaur Dosanjh

Title: Authorized Signing Officer

I have authority to bind the corporation.

WITNESS

Vishal Chopra
Name: *Vishal Chopra*

Kiranjit Kaur
KIRANJIT KAUR DOSANJH

CERTIFICATE OF INDEPENDENT LEGAL ADVICE

I, Vishal Chopra, of the Province of Ontario, Barrister and Solicitor, **DO HEREBY CERTIFY** that I was this day consulted in my professional capacity by **KIRANJIT KAUR DOSANJH**, personally and on behalf of **DOSANJH CARE INC.** named in the annexed Forbearance Agreement dated the day of August, 2024 as to their obligations and rights under the said Agreement, that I acted solely for them and explained fully to them the nature and the effect of this Agreement and that she did acknowledge and declare that she fully understood the nature and effect thereof and did execute the said document in my presence on behalf of herself and Dosanjh Care Inc.

DATED this 14 day of August, 2024



Vishal Chopra

SCHEDULE "A"

SECURITY

1. Charge/Mortgage of Land registered on January 13th, 2023, as Instrument GB160992;
2. Notice of Assignment of Rents and Lease - General, registered on January 13th, 2023, as Instrument GB160993;
3. General Security Agreement dated December 20th, 2022, granted by the Borrower;
4. An unlimited Guarantee of the debts of Dosanjh Care Inc. executed by Kiranjit Kaur Dosanjh on December 20th, 2022.

SCHEDULE "B"

Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

TORONTO-DOMINION BANK

Plaintiff

- and -

DOSANJH CARE INC. and KIRANJIT KAUR DOSANJH

Defendants

CONSENT

The Parties, by their duly authorized lawyers, hereby consent to an order granting judgment in favour of the Plaintiff, substantially in the form attached hereto and certify that the judgment being consented to does not affect the rights of any person under disability.

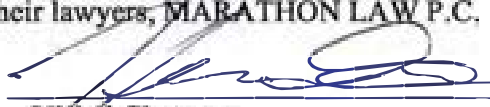
Dated at Toronto, this 14th day of August, 2024.

TORONTO-DOMINION BANK
by its lawyers, GARFINKLE BIDERMAN LLP

Per: 
Name: Wendy Greenspoon-Soer
Title: Partner

Dated at Woodbridge, this 14 day of August, 2024.

**DOSANJH CARE INC. and KIRANJIT KAUR
DOSANJH**
By their lawyers, MARATHON LAW P.C.

Per: 
Name: Vishal Chopra
Title: Associate Lawyer

Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE	)	DAY, THE	DAY
	)		
JUSTICE	)	OF	

B E T W E E N:

TORONTO-DOMINON BANK

Plaintiff

- and -

DOSANJH CARE INC. and KIRANJIT KAUR DOSANJH

Defendants

JUDGMENT

THIS MOTION, made by the Plaintiff for judgment as against the Defendants, was read
this day at _____.

ON READING the Notice of Motion and the Consent of the parties, filed,

1. **THIS COURT ORDERS AND ADJUDGES** that the Defendants, Dosanjh Care Inc. and Kiranjit Kaur Dosanjh, pay to the Plaintiff the sum of \$2,221,371.56 together with interest thereon at the rate of 6.99% per annum from July 22, 2024.

2. **THIS COURT FURTHER ORDERS AND ADJUDGES** that the Defendants Dosanjh Care Inc. and Kiranjit Kaur Dosanjh, shall pay the Plaintiff, the further sum of \$10,000.00,

inclusive of HST and disbursements, for the costs of this action.

This Judgment bears interest at the rate of 6.99% per annum from its date.

SCHEDULE "C"

Court File No.

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

BETWEEN:

TORONTO-DOMINION BANK

Applicant

-and-

DOSANJH CARE INC. and KIRANJIT KAUR DOSANJH

Respondents

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

CONSENT

The Respondents hereby consent to the appointment of _____ as Receiver and Manager, without security, of the property known municipally as 532 Main Street, Powassan, Ontario, pursuant to the provisions of 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, and the terms of an order substantially in the form filed in the above proceeding.

Dated at Toronto, this 14th day of August, 2024.

TORONTO-DOMINION BANK
by its lawyers, GARFINKLE BIDERMAN LLP



Per: _____
Name: Wendy Greenspoon-Soer
Title: Partner

Dated at Woodbridge, this 19 day of August, 2024.

**DOSANJH CARE INC. and KIRANJIT KAUR
DOSANJH**

By their lawyers, MARATHON LAW P.C.

Per: 

Name: Vishal Chopra

Title: Associate Lawyer

TORONTO-DOMINION BANK
Plaintiff and
DOSANJH CARE INC., et al.
Defendant

Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at Toronto

JUDGMENT

GARFINKLE BIDERMAN LLP
Barristers & Solicitors
1 Adelaide Street East, Suite 801
Toronto, Ontario
M5C 2V9

Wendy Greenspoon-Soer LSO#: 34698L
wgreenspoon@garfinkle.com
Tel: 416-869-7615

Lawyers for the Plaintiff,
Toronto-Dominion Bank

File Number: 13976-005

RCP-F 4C (September 1, 2020)

TORONTO-DOMINION BANK

DOSANJH CARE INC., et al.

Plaintiff and

Defendant

Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at Toronto

CONSENT

GARFINKLE BIDERMAN LLP

Barristers & Solicitors
1 Adelaide Street East, Suite 801
Toronto, Ontario
M5C 2V9

Wendy Greenspoon-Soer LSO#: 34698L

wendy@garfinfile.com

Tel: 416-869-7615

Lawyers for the Plaintiff,
Toronto-Dominion Bank

File Number: 13976-005

RCP-F 4C (September 1, 2020)

Good afternoon Wendy,

I have obtained instructions from my client to accept the terms of the extension that you have provided.

Regards,

Vishal

From: Wendy Greenspoon <wgreenspoon@GARFINKLE.com>

Sent: Wednesday, January 8, 2025 2:45 PM

To: Vishal Chopra <vishal@marathonlaw.ca>

Cc: Monika Gugu <mgugu@garfinkle.com>

Subject: RE: Forbearance Agreement - TD Bank and Dosanjh

Good afternoon Vishal,

My client is agreeable to extending the termination period provided for in paragraph 3.2(a) of the Forbearance Agreement dated August 14, 2024 (the "FA") until February 28, 2025, conditional on the following terms:

1. Dosanjh Care Inc. shall pay the outstanding portion of the Forbearance Fee, namely \$2,000, on or before Monday January 13th at 1pm, by delivery to my office of a certified cheque or draft payable to **Garfinkle Biderman LLP in trust**, or by direct deposit to my firm's account of a certified cheque or draft, with a copy of said cheque or draft and deposit slip provided to me by email. My banking particulars are attached hereto.
2. The Obligors shall be responsible for all additional legal fees, disbursements and hst incurred as a result of the extension and amendment to the Forbearance Agreement terms, which additional fees shall be included in the discharge statement at the time of payout of the Indebtedness; and
3. All other terms and conditions of the FA shall remain the same and shall be binding and time shall remain of the essence.

Please confirm that the terms are acceptable on behalf of Dosanjh Care Inc. and Kiranjit Kaur Dosanjh (Guarantor) by reply email today.

Wendy



Wendy H. Greenspoon-Soer
Partner

Garfinkle, Biderman LLP

Suite 801

1 Adelaide Street East

Toronto, Ontario M5C 2V9

Tel No: 416.869.1234

DIRECT LINE: 416.869.7615

Fax No: 416.869.0547

E-mail: wgreenspoon@garfinkle.com

www.garfinkle.com

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and Electronic Documents Act, S.C. 2000 c.5., as amended. This Policy is available upon request from Garfinkle, Biderman LLP.

From: Vishal Chopra <vishal@marathonlaw.ca>
Sent: January 8, 2025 1:17 PM
To: Wendy Greenspoon <wgreenspoon@GARFINKLE.com>
Cc: Monika Gugu <mgugu@garfinkle.com>
Subject: Re: Forbearance Agreement - TD Bank and Dosanjh

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon Wendy,

My client is requesting a short extension of 30 days as she finalizes financing for this matter. The outstanding balance will be forwarded shortly.

Regards,

Vishal

This is Exhibit “K” referred to in the Affidavit of Kathryn Furfaro sworn by Kathryn Furfaro at the City of Toronto, in the Province of Ontario, before me on April 10, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

WENDY GREENSPOON-SOER



To:	Katie Furfaro, TD Bank
From:	Prepared by Mahmood Shafique, Albert Gelman Inc. ("AGI")
Date:	March 25, 2025
Re:	Dosanjh Care Inc. ("Dosanjh" or the "Company")

Meeting Date: March 20, 2025
 Location: 532 Main Street, Powassan, Ontario
 AGI Attendees: Mahmood Shafique ("MS"), Chris Rowe ("CR")
 Other Attendee: Barry Aultman ("Mr. Aultman")

Summary

The Company operated the Dosanjh Care Residence in Powassan. North Bay Parry Sound District Health Unit ("Health Unit") closed the business due to unsanitary conditions and evidence of vermin. After receiving a complaint, the health unit conducted an Infection Prevention and Control ("IPAC") audit on October 24, 2023, and identified nine infractions, including six critical violations.

As a result, the health unit issued a closure order. The owner, Kiran Dosanjh, was non-responsive when queried by TD Bank. Ms. Dosanjh has now retained counsel.

The infractions included:

- Failure to maintain clean and organized storage areas for pest control monitoring.
- Lack of proper washing, rinsing, and sanitizing procedures.
- Failure to use thermometers to verify food storage and preparation temperatures.
- Unclean and poorly maintained floors and carpeting in food-serving areas.
- Lack of proper hand-washing facilities in the food preparation area.

Failure of food handlers to wash hands to prevent contamination.

Site Visit

- Mr. Aultman, a former cook during the business's operational period, was informed in advance that AGI would be attending. He agreed to show CR and MS the premises.
- Mr. Aultman lives on the ground floor, occupying a single room. He stays as a caretaker without a lease agreement and does not pay rent.
- Mr. Aultman stated that the building is approximately 130 years old.
- Mr. Aultman keeps the power on and ensures the heating system works properly. Heating functioned on all floors during the visit.
- CR and MS inspected rooms in all three floors of the building. There were 22 bedrooms in the building.

- Mr. Aultman claimed the building did not have a vermin issue, but CR and MS found mouse droppings near the emergency exits on the second and third floors.
- Several personal belongings and mattresses from previous residents remained on the premises.
- A noticeable odor filled some rooms, likely due to abandoned personal belongings of the former residents and the building's age. Some of the mattresses were soiled. CR and MS also observed dead insects on the second and third floors of the building.
- Mr. Aultman attributed the presence of mold to improper ventilation, explaining that some residents failed to turn on the exhaust fan while showering, leading to moisture buildup.
- One room was locked and could not be inspected because Mr. Aultman did not have a key for it.
- Fire exits were in good condition, and according to Mr. Aultman, the Fire Department had approved them following an investigation.
- The kitchen contained some equipment, and additional fridges, washers, and dryers were stored in the basement.
- CR and MS inspected the boiler room and confirmed that it was operational. The boiler runs on natural gas.
- A separate building, originally intended for staff accommodation, remains unfinished. It consists of one room, a washroom, and a kitchen, with renovations having been started but never completed. That separate building was full of debris and was difficult to move through.
- There is also a storage unit on the premises, but it could not be inspected as Mr. Aultman did not have the keys.
- The Lawn did not appear to have any environmental issues.
- Pictures of the site visit can be viewed in this link: [☐ Dosanjh Care Inc. Pictures](#)

Recommendations

- TD Bank should apply for a court-ordered receivership to sell the property.
- The rooms appeared to be structurally sound, but we recommend having an expert inspect the property to confirm.
- We recommend a deep clean of the property and removal of the personal effects left behind by former residents.
- Pest control services should be scheduled to address the presence of mouse droppings, particularly near emergency exit areas. The emergency exits should be inspected for possible entry points that may allow rodents to access the building.
- Although we did not identify any environmental risks for the property, we still recommend conducting a Phase I environmental assessment.

This is Exhibit “L” referred to in the Affidavit of Kathryn Furfaro sworn by Kathryn Furfaro at the City of Toronto, in the Province of Ontario, before me on April 10, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

WENDY GREENSPOON-SOER

BR #: 3102		LOAN ACCOUNT NO: 9277176 - 03		DOSANJH CARE	
TYPE SUBTYPE		: 4111 100% OWN OCC		FULL REL FIXED BLENDED	
STATUS		: NON PRODCTV		EFFECTIVE DATE : 04/02/25 (MDY)	
PAYMENT INFORMATION			PAYOUT INFORMATION		
PAYMENT DUE DATE		: 08/13/24 (MDY)		OUTSTANDING AMT : 2,172,422.34	
ARREARS AMOUNT		: 127,127.28		RESIDUAL VALUE : N/A	
UNCOLLECTED INT.		: N/A		UNCOLLECTED INT. : N/A	
INTEREST TO DATE		: 122,892.11		INTEREST TO CLOSE : 122,892.11	
PARTIAL PAYMENTS		: 12,564.18		RESIDUAL VALUE INT.: N/A	
AMOUNT DUE----->		114,563.10		CLOSING AMOUNT-----> 2,295,314.45	
CHARGE ACCT. & BR. :		5277176 3102		INTEREST PER DIEM : 416.45	
		DOSANJH CARE		INTEREST RATE : F 8.997	
				CUSTOMER DATE	

THE TORONTO-DOMINION BANK

Applicant

and

DOSANJH CARE INC.

Respondent

Court File No. CV-25-00740567-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
APPLICATION UNDER SUBSECTION 243(1) OF THE
***BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-**
3, AS AMENDED AND SECTION 101 OF THE
***COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.43, AS**
AMENDED
Proceeding commenced at Toronto

AFFIDAVIT OF KATHRYN FURFARO

GARFINKLE BIDERMAN LLP
Barristers & Solicitors
1 Adelaide Street East, Suite 801
Toronto, Ontario
M5C 2V9

Wendy Greenspoon-Soer LSO#: 34698L
wgreenspoon@garfinkle.com
Tel: 416-869-7615

Lawyers for the Applicant

File Number: 13976-005
RCP-F 4C (September 1, 2020)

TAB 3

Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

(Court Seal)

THE TORONTO-DOMINION BANK

Applicant

and

DOSANJH CARE INC.

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**

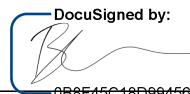
CONSENT

The undersigned, Albert Gelman Inc. (“**AGI**”) hereby consents to act as receiver and manager, without security, of all present and future property, assets and undertakings of Dosanjh Care Inc. (the “**Debtor**”) acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (the “**Property**”) which Property includes, without limitation, the real property described in Schedule “A” to the Notice of Application, pursuant to the terms of an order substantially in the form filed in the above proceeding, pursuant to 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.

DATED at Toronto this 2nd day of April 2025.

ALBERT GELMAN INC.

Per:

DocuSigned by:


Bryan Gelman

Title: Managing Director

THE TORONTO-DOMINION BANK DOSANJH CARE INC. et al.
Applicant and Respondent

Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
APPLICATION UNDER SUBSECTION 243(1) OF THE
BANKRUPTCY AND INSOLVENCY ACT, R.S.C. 1985, c. B-
3, AS AMENDED AND SECTION 101 OF THE
COURTS OF JUSTICE ACT, R.S.O. 1990, c. C.43, AS
AMENDED
Proceeding commenced at Toronto

CONSENT

GARFINKLE BIDERMAN LLP
Barristers & Solicitors
1 Adelaide Street East, Suite 801
Toronto, Ontario
M5C 2V9

Wendy Greenspoon-Soer LSO#: 34698L
wgreenspoon@garfinkle.com
Tel: 416-869-7615

Lawyers for the Applicant

File Number: 13976-005
RCP-F 4C (September 1, 2020)

TAB 4

Court File No. CV-25-00740567-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE MADAME	)	THURSDAY, THE 1 st
	)	
JUSTICE STEELE	)	DAY OF MAY, 2025

B E T W E E N:

(Court Seal)

THE TORONTO-DOMINION BANK

Applicant

and

DOSANJH CARE INC.

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. 190, c. C.43, AS AMENDED**

**ORDER
(appointing Receiver)**

THIS APPLICATION, made by Toronto-Dominion Bank (“**TD**”) 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 Albert Gelman Inc. (“**AGI**”) without security, of all of the assets, undertakings and properties of Dosanjh Care Inc., (the “**Debtor**”) acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (the “**Property**”) which Property includes, without limitation, the real property known municipally as 532 Main Street, Powassan, Ontario and as legally described in Schedule “A” hereto, (the “**Real Property**”)

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was heard this day by judicial videoconference via Zoom.

ON READING the Application Record of the Applicant, including the affidavit of Kathryn Furfaro sworn April 10, 2025 and the exhibits thereto, including, without limitation, the consent of AGI to act as the Receiver, and on hearing the submissions of counsel for TD and such other counsel as were present, no one appearing for any other stakeholder although duly served as appears from the affidavit of service of Monika Gugu sworn April 11, 2025.

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Application and the Application Record 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, AGI is hereby appointed Receiver, without security, of the Property of the Debtor.

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;

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- (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 or disclaim any contracts of the Debtor;
- (d) to engage consultants, appraisers, agents, property managers, 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;

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(j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;

(k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business:

(i) without the approval of this Court in respect of any transaction not exceeding \$250,000.00, provided that the aggregate consideration for all such transactions does not exceed \$500,000.00; and

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

and in each such case notice under subsection 63(4) of the *Ontario Personal Property Security Act* or section 31 of the *Ontario Mortgages Act* 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

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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 file an assignment into bankruptcy, and to act as trustee in bankruptcy, on behalf of the Debtor;
- (q) 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;
- (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 their 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.

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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

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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, including without limitation, licenses and permits, 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.

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NO INTERFERENCE WITH THE RECEIVER

11. **THIS COURT ORDERS** that, no Person shall discontinue, fail to honour, alter, interfere with, repudiate, rescind, terminate or cease to perform any right, renewal right, contract, agreement, license 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 ANTI-SPAM LEGISLATION

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 any and all interested stakeholders in this proceeding and their counsel are at liberty to serve or distribute this Order, any other materials and orders as may be reasonably required in this proceeding, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to such other interested stakeholders in this proceeding and their counsel and advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or juridical obligation, and notice requirements

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

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 willful 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

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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 their accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

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

FUNDING OF THE RECEIVERSHIP

22. **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$250,000.00 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "Receiver's Borrowings Charge") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to

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the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

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

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

SERVICE AND NOTICE

26. **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the "**Protocol**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at [https://www.ontariocourts.ca/sc_j/practice/regional-practice-directions/eservice-commercial/#Part III The E-Service List](https://www.ontariocourts.ca/sc_j/practice/regional-practice-directions/eservice-commercial/#Part%III%The%E-Service%List)) shall be valid and effective service. Subject to Rule 17.05 of the *Rules of Civil Procedure* (the "**Rules**") this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules. Subject to Rule 3.01(d) of the Rules 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 and shall be accessible by selecting the Debtor's names from the engagement list at the following URL: <https://www.albertgelman.com/filedocuments/>.

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

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forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Debtor's creditors or other interested parties at their respective addresses as last shown on the records of the Debtor and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

GENERAL

28. **THIS COURT ORDERS** that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

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

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

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

32. **THIS COURT ORDERS** that TD shall have its costs of this application against the Debtor, up to and including entry and service of this Order, provided for by the terms of TD's security or, if not so provided by TD's security, then on a substantial indemnity basis to be paid

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by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.

33. **THIS COURT ORDERS** that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

34. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of today's date and is enforceable without the need for entry or filing.

SCHEDULE "A"

PIN 52209-0615

PT LTS 7 & 8 BLK E PL 44, PT STATION GROUNDS PL 44, PT 3, 42R19599; Municipality
of Powassan

Known municipally as 532 Main Street, Powassan, Ontario.

SCHEDULE "B" RECEIVER CERTIFICATE

CERTIFICATE NO. _ _ _ _ _

AMOUNT\$.....

1. THIS IS TO CERTIFY that AGI, the receiver and manager (the "**Receiver**") without security, of all present and future property, assets and undertakings of Dosanjh Care Inc., (the "**Debtor**") acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (the "**Property**") which Property includes, without limitation, the real property known municipally as 532 Main Street, Powassan, Ontario (the "**Real Property**"), appointed by Order of the Ontario Superior Court of Justice (the "**Court**") dated the day of , 2025 (the "**Order**") made in an application having Court file number , 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 _____, 2025

Albert Gelman Inc., solely in its
capacity as Receiver of the Property,
and not in its personal capacity
Per:

Name:
Title:

THE TORONTO-DOMINION BANK
Applicant

and

DOSANJH CARE INC.
Respondent

Court File No. CV-25-00740567-00CL

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

Proceeding commenced at Toronto

ORDER

Garfinkle Biderman LLP

Barristers & Solicitors
1 Adelaide Street East, Suite 801
Toronto, Ontario M5C 2V9

Wendy Greenspoon-Soer LSO#: 34698L

wgreenspoon@garfinkle.com
Tel: 416-869-7615

Lawyers for the Applicant

File Number: 13976-005

RCP-F 4C (September 1, 2020)

TAB 5

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

~~Court File No. _____~~

Court File No. CV-25-00740567-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE ——— MADAME) ~~WEEKDAY, THURSDAY~~ THE #1st
)
JUSTICE ——— STEELE) DAY OF ~~MONTH, 20YR~~ MAY, 2025
)

~~PLAINTIFF~~¹

~~Plaintiff~~

-BETWEEN:

(Court Seal)

THE TORONTO-DOMINION BANK

Applicant

and-
DEFENDANT

Defendant

DOSANJH CARE INC.

Respondent

⁴ 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.

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

ORDER

(appointing Receiver)

~~THIS MOTION APPLICATION~~, made by ~~the Plaintiff~~² Toronto-Dominion Bank ("TD") 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] as receiver [and manager] (in such capacities, the "Receiver") ~~Albert Gelman Inc. ("AGI")~~ without security, of all of the assets, undertakings and properties of [DEBTOR'S NAME] ~~Dosanjh Care Inc., (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.

ON READING the affidavit of [NAME] sworn [DATE] and the Exhibits thereto and on hearing the submissions of counsel for [NAMES], no one appearing for [NAME] although duly served as appears from the affidavit of service of [NAME] sworn [DATE] and on reading the consent of [RECEIVER'S NAME] to act as the Receiver;

SERVICE

~~1. THIS COURT ORDERS that the time for service of the Notice of Motion and the Motion is hereby abridged and validated³ so that this motion is properly returnable today and hereby dispenses with further service thereof.~~

APPOINTMENT

2. THIS COURT ORDERS that pursuant to section 243(1) of the BIA and section 101 of the CJA, [RECEIVER'S NAME] is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtor, acquired for, or used in

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

³ If service is effected in a manner other than as authorized by the Ontario *Rules of Civil Procedure*, an order validating irregular service is required pursuant to Rule 16.08 of the *Rules of Civil Procedure* and may be granted in appropriate circumstances.

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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 or disclaim any contracts of the Debtor;

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(d) to engage consultants, appraisers, agents, property managers, 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;

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(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;

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(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;

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(g) to settle, extend or compromise any indebtedness owing to the Debtor;

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(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;

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(i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings.⁴ The authority hereby conveyed shall extend to such appeals or

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⁴ This model order does not include specific authority permitting the Receiver to either file an assignment in bankruptcy on behalf of the Debtor, or to consent to the making of a bankruptcy order against the Debtor. A bankruptcy may have the effect of altering the priorities among creditors, and therefore the specific authority of the Court should be sought if the Receiver wishes to take one of these steps.

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applications for judicial review in respect of any order or judgment pronounced in any such proceeding;

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(i) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;

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(k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business;

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(i) without the approval of this Court in respect of any transaction not exceeding \$ _____, \$250,000.00, provided that the aggregate consideration for all such transactions does not exceed \$ _____, \$500,000.00; and

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

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and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, or section 31 of the Ontario *Mortgages Act*, as the case may be,⁵ shall not be required, and in each case the Ontario Bulk Sales Act shall not apply;

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(1) 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;—

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⁵ If the Receiver will be dealing with assets in other provinces, consider adding references to applicable statutes in other provinces. If this is done, those statutes must be reviewed to ensure that the Receiver is exempt from or can be exempted from such notice periods, and further that the Ontario Court has the jurisdiction to grant such an exemption.

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(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;

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

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(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;

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(p) to file an assignment into bankruptcy, and to act as trustee in bankruptcy, on behalf of the Debtor;

(q) 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;

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(r) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and

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(s) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations;

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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.

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DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

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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~~ their 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,

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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.

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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.

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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.

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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.

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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.

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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.

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NO EXERCISE OF RIGHTS OR REMEDIES

10. **THIS COURT ORDERS** that all rights and remedies against the Debtor, the Receiver, or affecting the Property, including without limitation, licenses and permits, 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.

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NO INTERFERENCE WITH THE RECEIVER

11. **THIS COURT ORDERS** that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, **rescind**, terminate or cease to perform any right, renewal right, contract, agreement, ~~license~~ 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~~ 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

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this Court.-

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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~~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*.

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PIPEDA AND ANTI-SPAM LEGISLATION

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.-

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16. **THIS COURT ORDERS** that any and all interested stakeholders in this proceeding and their counsel are at liberty to serve or distribute this Order, any other materials and orders as may be reasonably required in this proceeding, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to such other interested stakeholders in this proceeding and their counsel and advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or juridical obligation, and notice requirements within the

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

LIMITATION ON ENVIRONMENTAL LIABILITIES

16.17. 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 RECEIVER'S LIABILITY

17.18. 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 willful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. -Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.-

RECEIVER'S ACCOUNTS

18.19. 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

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to and are hereby granted a charge (the "Receiver's Charge") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.⁶

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

20.21. **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

21.22. **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$~~250,000.00~~ (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. -The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "Receiver's Borrowings Charge") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in

⁶ Note that subsection 243(6) of the BIA provides that the Court may not make such an order "unless it is satisfied that the secured creditors who would be materially affected by the order were given reasonable notice and an opportunity to make representations".

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favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

22.23. 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.

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

24.25. 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~~**Receiver's** Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

SERVICE AND NOTICE

25.26. 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/>) ~~https://www.ontariocourts.ca/scj/practice/regional-practice-directions/eservice-commercial/#Part III The E-Service List~~ shall be valid and effective service. -Subject to Rule 17.05 of the Rules of Civil Procedure (the "**Rules**") 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~~ and shall be accessible by selecting the Debtor's names from the engagement list at the following URL: <https://www.albertgelman.com/filedocuments/>.

26.27. 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

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materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the ~~Debtor's~~ Debtor's creditors or other interested parties at their respective addresses as last shown on the records of the Debtor and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

GENERAL

27.28. THIS COURT ORDERS that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

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

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

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

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

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32-33. THIS COURT ORDERS that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

SCHEDULE "A"

34. THIS COURT ORDERS that this Order and all of its provisions are effective as of today's date and is enforceable without the need for entry or filing.

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SCHEDULE "A"

PIN 52209-0615

PT LTS 7 & 8 BLK E PL 44, PT STATION GROUNDS PL 44, PT 3, 42R19599; Municipality
of Powassan

Known municipally as 532 Main Street, Powassan, Ontario.

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SCHEDULE "B" RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____ \$ _____

1. THIS IS TO CERTIFY that [RECEIVER'S NAME], AGI, the receiver and manager (the "Receiver") of the without security, of all present and future property, assets, and undertakings and properties [DEBTOR'S NAME] of Dosanjh Care Inc., (the "Debtor") acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (collectively, (the "Property") which Property includes, without limitation, the real property known municipally as 532 Main Street, Powassan, Ontario (the "Real Property"), appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated the _____ day of _____, 20____, 2025 (the "Order") made in an action application having Court file number CL_____, _____, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$ _____, \$ _____ being part of the total principal sum of \$ _____ \$ _____ which the Receiver is authorized to borrow under and pursuant to the Order.

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

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

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

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

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

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

DATED the _____ day of _____, 20____
2025.

Albert Gelman Inc., solely in its
capacity as Receiver of the Property,
and not in its personal capacity

Per:

Name:

Title:

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THE TORONTO-
DOMINION BANK
Applicant

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DOSANJH CARE INC.
Respondent

Court File No. CV-25-00740567-00CL

Per:

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
APPLICATION UNDER
SUBSECTION 243(1) OF THE
BANKRUPTCY AND
INSOLVENCY ACT, R.S.C. 1985,
c. B-3, AS AMENDED AND
SECTION 101 OF THE COURTS
OF JUSTICE ACT, R.S.O. 1990, c.
C.43, AS AMENDED
Proceeding commenced at Toronto

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<u>ORDER</u>	Name:-
<u>Garfinkle Biderman LLP</u> <u>Barristers & Solicitors</u> <u>1 Adelaide Street East, Suite 801</u> <u>Toronto, Ontario M5C 2V9</u>	Title:-
<u>Wendy Greenspoon-Soer</u> <u>LSO#: 34698L</u> <u>wgreenspoon@garfinkle.com</u> <u>Tel: 416-869-7615</u>	
<u>Lawyers for the Applicant</u> <u>File Number: 13976-005</u> <u>RCP-F 4C (September 1, 2020)</u>	

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SERVICE LIST

TO:	ALBERT GELMAN INC. 250 Ferrand Dr., Suite 403 Toronto, Ontario M3C 3G8 Attention: Bryan A. Gelman Tel: (416) 506-1650 ext. 115 Email: bgelman@albertgelman.com
AND TO:	GARFINKLE BIDERMAN BARRISTERS & SOLICITORS Attention: Wendy Greenspoon Tel: (416) 869-7615 Email: wgreenspoon@garfinkle.com Lawyers for the Applicant
AND TO:	DOSANJH CARE INC. 12 Cyclone Trail Brampton ON L7A 5E8 Attention: Kiranjit Kaur Dosanjh Email: kiranjitudosanjh2012@gmail.com Respondent
AND TO:	HOWARD MANIS PROFESSIONAL CORPORATION 487 Ridelle Avenue Toronto, Ontario M6B 1K6 Howard Manis – LSO# 34366V Tel: 416-417-7257 Email: hmanis@manislaw.ca Lawyers for the Respondent

AND TO:	CANADA REVENUE AGENCY c/o Department of Justice Ontario Regional Office 120 Adelaide St. W., Suite 400 Toronto, ON M5H 1T1 Attention: Rakhee Bhandari Tel:416-952-8563 Email: Rakhee.bhandari@justice.gc.ca
AND TO:	HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTRY OF FINANCE Revenue Collections Branch – Insolvency Unit 33 King Street W., P.O. Box 627 Oshawa, ON L1H 8H5 Email: insolvency.unit@ontario.ca
AND TO:	Kiranjit Kaur Dosanjh 12 Cyclone Trail Brampton ON L7A 5E8 Email: kiranjitudosanjh2012@gmail.com Guarantor
AND TO:	Community Homes for Opportunity (CHO) 60 Courtney Park Drive West, Unit 2 Mississauga, Ontario L5B 0B3 info@shipshey.ca

THE TORONTO-DOMINION BANK DOSANJH CARE INC.
Applicant and Respondent

Court File No. CV-25-00740567-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
APPLICATION UNDER SUBSECTION 243(1) OF THE
***BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-**
3, AS AMENDED AND SECTION 101 OF THE
***COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.43, AS**
AMENDED
Proceeding commenced at Toronto

APPLICATION RECORD

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Barristers & Solicitors
1 Adelaide Street East, Suite 801
Toronto, Ontario
M5C 2V9

G S LSO : 34698L
wgreenspoon garfin le.com
Tel: 416-869-7615

Lawyers for the Applicant

Fi b

RCP-F 4C (September 1, 2020)