

Court File No. CV-25-00747875-00CL

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

B E T W E E N:

WESTBORO MANAGEMENT LTD.

Applicant

- and -

TAG GALLIPEAU CORPORATION

Respondent

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

APPLICATION RECORD

(returnable on a date to be scheduled at the Case Conference dated August 1, 2025)

CHAITONS LLP

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Maya Poliak

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Lawyers for the Applicant

TO: SERVICE LIST

SERVICE LIST
(as at July 18, 2025)

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Court File No.

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

B E T W E E N:

WESTBORO MANAGEMENT LTD.

Applicant

- and -

TAG GALLIPEAU CORPORATION

Respondent

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

at the following location: 330 University Avenue, Toronto on a date to be scheduled by the Court.

Zoom details to be provided by the court.

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*

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of Civil Procedure, serve it on the Applicant's lawyer or, where the Applicant does not have a lawyer, serve it on the Applicant, and file it, with proof of service, in this court office, and you or your lawyer must appear at the hearing.

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

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

Date _____ Issued by _____
Local Registrar

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

TO: **TAG Gallipeau Corporation**
361 Queen Street, Rr1,
Smiths Falls, ON K7A 0A6

Attention Tracy Nolan Gallipeau

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APPLICATION

1. The Applicant, Westboro Management Ltd. (“**Westboro**” or the “**Applicant**”), makes an application for an Order, *inter alia*:

- (a) if necessary, abridging the time for service of the Notice of Application and the Application Record, and validating service thereof;
- (b) appointing TDB Restructuring Limited (“**TDB**”) as receiver and manager (in such capacity, the “**Receiver**”) of the assets, undertakings, and properties of the Respondent TAG Gallipeau Corporation (“**TAG**” or the “**Debtor**”), including the lands and premises municipally known as 361 Queen Street, Smiths Falls, Ontario (collectively, the “**Property**”) pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C., 1985, c. B-3, as amended (the “**BIA**”) and 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C-43, as amended (the “**CJA**”); and
- (c) such further and other relief as this Honourable Court may deem just.

2. The grounds for the application are:

The Parties and the Property

- (a) TAG is an Ontario corporation, with its registered office located at the Property. Joseph Arthur Gallipeau (“**Joseph**”), Graham Hall (“**Graham**”) and Tracy Nolan Gallipeau (“**Tracy**”) are listed as the directors and officers of TAG on its corporate profile. Both Graham and Joseph are deceased. Tracy is continuing to maintain possession of the Property and to collect rents.

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- (b) The Property, known as the Gallipeau Center covers approximately 350 acres of parkland and includes approximately 654,000 square feet mixed-use multi-tenanted buildings. There are approximately 39 buildings or units on the property which include a variety of commercial and residential spaces, such as, among other things, residential units, a laundry facility, retail stores, a theatre, a pool, a conference space, and a commercial kitchen. The Property was previously known as Rideau Regional Centre, a psychiatric hospital that ceased operations in March 2009. A wing of hospital rooms was converted into residential units, a number of which are occupied.
- (c) The Property also includes approximately 176 acres of unused land. There were plans to develop the excess land into a community development featuring commercial areas and residential dwellings, but the development has not been advanced by the Debtor for a number of years.
- (d) The Property is in a substantial state of disrepair, including, leaky roofs, water damage and mould. A portion of the building had sustained fire, smoke and water damage from a fire and has not been remediated despite multiple Orders from the Town of Smith Falls.

The Mortgage

- (e) On November 22, 2016, TAG granted a Charge/Mortgage in favour of Westboro in the principal amount of \$3,500,000, which was registered on title to the Property

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as Instrument No. LC170326 (the “**Mortgage**”). The Mortgage incorporated standard charge terms 200033 (the “**SCT**”).

- (f) As additional security for the advances by Westboro, TAG registered a Notice of Assignment of Rents – General in favour of Westboro on title to the Property on November 11, 2016 as Instrument No. LC170327.
- (g) By Notices registered on title to the Property on July 7, 2017 and on September 12, 2017, the principal balance of the Mortgage was increased to \$4,500,000, and the maturity date of the Mortgage was extended to March 1, 2022.
- (h) Under the terms of the SCT, TAG agreed to maintain the Property in good condition and to carry out any necessary repairs, in accordance with the nature and description of the Property.
- (i) Pursuant to the terms of the Mortgage, failure to pay taxes, of any nature or kind, constitutes an event of default, thereby entitling Westboro to exercise rights available under the terms of the Mortgage.
- (j) Furthermore, pursuant to the terms of the Mortgage, any breach of the conditions or representations, including those outlined in the SCT, constitutes a default by TAG under the Mortgage.

Default and Demand

- (a) The Mortgage matured on March 1, 2022 and has not been repaid.

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- (b) The Debtor has not paid property taxes for the Property since 2021. Property taxes have been kept current by Westboro to avoid further deterioration of its security. In excess of \$1,035,000 has now been spent by Westboro to keep the property taxes, water and utilities current for the Property.
- (c) Three court orders were registered against title to the Property following an inspection that identified unsafe conditions posing a risk to individuals in the building.
- (d) Each of the foregoing constitutes a default under the SCT. As a result of these defaults, by letters dated March 3, 2022, Westboro, by its lawyers, issued a demand to TAG for payment of the full outstanding Mortgage balance, which at the time totaled \$3,928,421.85, together with a notice of intention to enforce security pursuant to section 244 of the BIA (the “**BIA Notice**”).
- (e) Despite the demand, TAG failed to make payment of the outstanding indebtedness.

Efforts to Sell the Property

- (f) On March 31, 2022, Westboro, by its lawyers, issued a notice of sale for the Property (the “**NOS**”).
- (g) TAG and its directors refused to provide Westboro and its agents with access to the Property and to provide the information and documentation required to appraise and facilitate the sale of the Property, including copies of leases between TAG and its tenants.

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- (h) On December 22, 2022, the Ontario Superior Court of Justice issued an order, among other things, directing TAG to provide Westboro, its property manager, authorized agents, appraisers, and any real estate agent retained by Westboro with access to the Property to facilitate inspections permitted under the Mortgage and to provide documents and information necessary to facilitate the sale of the Property.
- (i) Despite the December 22 Order, the Debtor has continued to interfere with Westboro's ability to sell the Property by, among other things:
 - (i) limiting access to the Property;
 - (ii) instructing its staff not to cooperate with Westboro or its agents;
 - (iii) failing to attend scheduled appointments with prospective purchasers; and
 - (iv) advising prospective purchasers that the Property had already been sold, pending closing, in order to discourage the prospective purchasers from conducting their due diligence.
- (j) The Debtor has also continued to refuse to provide accurate financial information regarding the Property and on a number of occasions provided information that would turn out to be false upon investigation. Examples of such conduct include:
 - (i) providing unsigned agreements of purchase and sale that the Debtor claimed were going to be signed imminently to discourage the sale of the Property by Westboro. None of these agreements were ever signed;

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- (ii) providing false information regarding tenants and which units were occupied or subject to a lease agreement;
- (iii) misrepresenting that certain units have been sold or leased to third parties.
- (k) Although, there has been interest in the Property and Westboro has entered into a number of agreements of purchase and sale, none have closed to date. A summary of the transactions entered into by Westboro that have not closed will be provided to the Court on confidential basis.
- (l) The Debtor's lack of cooperation and failure to provide information requested by prospective purchasers as part of their due diligence and timely access to the Property has made it difficult for Westboro and its agents to sell the Property under its power of sale. Some prospective purchasers have also indicated that, in light of potential unknown liabilities and lack of information, they are not prepared to acquire this property without a vesting order.

It is Just and Convenient to Appoint TDB as Receiver

- (m) The Applicant submits that it is just and convenient in the circumstances for the Receiver to be appointed.
- (n) TAG continues to be indebted to the Applicant in an amount in excess of \$6.5 million. The Debtor has failed to pay property taxes or maintain the Property despite the fact that it continues to collect rents.

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- (o) More than three years have passed since the Loan has matured and the Applicant served its demands, the BIA Notice and the NOS. The Applicant has lost all confidence in the Debtor and its ability to ever repay the Loan.
- (p) The Debtor has interfered with the Applicant's attempts to sell the Property by, *inter alia*, providing false information about the Property's financial status, failing to provide financial information necessary to conduct due diligence and refusing to provide or restricting access to the Property.
- (q) The Property is a unique large commercial property which will attract only a certain cohort of potential purchasers. A sale process for the Property will benefit from the specialized expertise the proposed Receiver to list and market the Property.
- (r) The appointment of the proposed Receiver is necessary and appropriate in order to enable the Receiver to, among other things:
 - (i) investigate the existing leases and tenancies;
 - (ii) evaluate the need for any remedial steps to be taken;
 - (iii) take steps to ensure that no party interferes with the sale process;
 - (iv) market the Property for sale in an open and transparent manner for the benefit of all of the Debtor's stakeholders and with the power to obtain a vesting order that would enable the Receiver to transfer title to the Property free and clear of all claims; and

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- (v) if deemed to be necessary by the Receiver, take possession of the Property and collect rents.
- (s) TDB has consented to its proposed appointment as Receiver.
- (t) Due to concerns with the safety status of the Property, possible lack of property insurance and potential environmental issues, it is not intended that TDB take possession of the Property until it has had the opportunity to: (i) attend at and assess the Property and any safety concerns; (ii) assess any environmental liabilities; and (iii) obtain and evaluate the commercial and residential leases for the Property. During this time, the Receiver will allow Tracy to continue to remain in possession of the Property and to collect rents, subject to a requirement that Tracy account to the Receiver for the rents collected and expenses incurred. The proposed Order appointing the Receiver further provides that the Receiver may, in its sole discretion and following its assessment of the Property, deliver a notice to Tracy advising that the Receiver shall take possession of the Property and, upon receipt of such notice, Tracy shall immediately surrender possession of the Property to the Receiver.

Statutory and Other Grounds

- (u) Sections 243(1) of the BIA and 101 of the CJA.
- (v) Rules 1.04(1), 1.05, 2.01, 2.03, 3.02, and 38 of the *Rules of Civil Procedure*.
- (w) Such further and other grounds as counsel may advise and this Honourable Court permits.

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3. The following documentary evidence will be used at the hearing of the application:

- (a) the affidavit of George Christopher Dangerfield to be sworn and the exhibits thereto; and
- (b) such further and other evidence as counsel may advise and this Honourable Court may permit.

July 18, 2025

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Lawyers for the Applicant

WESTBORO MANAGEMENT LTD.
Applicant

-and-

TAG GALLIPEAU CORPORATION
Respondent

Court File No.

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

PROCEEDING COMMENCED AT
TORONTO

NOTICE OF APPLICATION

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Lawyers for the Applicant

TAB 2

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

B E T W E E N:

**WESTBORO MANAGEMENT LTD. and WESTBORO MORTGAGE
INVESTMENT LP**

Applicant

- and -

TAG GALLIPEAU CORPORATION

Respondent

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

AFFIDAVIT OF GEORGE CHRISTOPHER DANGERFIELD
(Sworn July 18, 2025)

I, George Christopher Dangerfield, of the City of Toronto, in the Province of Ontario,

MAKE OATH AND SAY AS FOLLOWS:

1. I am the Chief Financial Officer of Westboro Management Ltd. (“**Westboro**”). I have been in this role since May 2021. The facts below are within my personal knowledge or determined from the face of the documents attached as exhibits and from information and advice provided to

me by others. When matters are based upon information and advice received from others, I have identified the source of the information and advice and believe it to be true.

2. This affidavit is sworn in support of the application by the Applicant for the appointment of TDB Restructuring Limited (“**TDB**”) as receiver and manager over the assets, properties and undertakings of the Respondent, TAG Gallipeau Corporation (“**TAG**” or the “**Debtor**”), including the real property municipally known as 361 Queen Street, Smith Falls, Ontario (the “**Real Property**”, and collectively, the “**Property**”) pursuant to section 243 of the *Bankruptcy and Insolvency Act* (“**BIA**”) and section 101 of the *Courts of Justice Act*.

THE PARTIES

3. The Debtor is an Ontario corporation governed by the *Ontario Business Corporations Act* and has its registered office located at 361 Queen Street, in the Town of Smiths Falls, in the Province of Ontario.

4. TAG is the registered owner and operator of the Real Property. The Real Property consists of three PINs: 05263-0168 (LT), 05265-0239 (LT) and 05265-0336 (LT). True copies of the parcel registers for the Property are attached hereto as **Exhibit “A”**.

5. Joseph Gallipeau (“**Joseph**”), Graham Hall (“**Graham**”), and Tracy Nolan Gallipeau (“**Tracy**”), Joseph’s daughter are named as the officers and directors of TAG. A copy of the Corporate Profile Report for TAG is attached as **Exhibit “B”** to this affidavit.

6. Based on representations of Tracy and Joseph contained in affidavits filed by them in connection with Westboro’s previous enforcement proceedings, I understand that 60% of the Debtor’s shares were held by Joseph and 40% of the shares were held by Graham.

7. Graham passed away in or around late 2021. Graham's estate has had minimal involvement in management of the Property.

8. Joseph passed away approximately a year ago. Since Joseph's death, the Property's management has been taken over by Tracy.

9. Westboro is the general partner of Westboro Mortgage Investment LP ("**WMLP**"). Westboro Mortgage Investment Corp. ("**WMIC**") holds preferred shares of WMLP. WMIC is a private mortgage investment corporation based in Canada that provides residential and commercial mortgage loans to individuals and businesses.

THE REAL PROPERTY

10. The Property consists primarily of the Real Property, known as the Gallipeau Center, which covers approximately 350 acres of parkland and includes approximately 654,000 square feet of mixed-use multi-tenanted buildings. There are approximately 39 buildings or units on the Real Property which include a variety of commercial and residential spaces, such as, among other things, residential units, a laundry facility, retail stores, a theatre, a pool, a conference space, and a commercial kitchen. The Real Property was previously known as Rideau Regional Centre, a psychiatric hospital that ceased operations in March 2009. A wing of hospital rooms was converted into residential units.

11. Attached hereto as **Exhibit "C"** is a series of photographs showing the buildings on the Property in overview and some of the units individually. The photographs are annotated to provide a description of most of the buildings and units and our understanding of their status at the time that enforcement proceedings were commenced in 2022.

12. The Real Property also includes approximately 176 acres of unused land. There were plans to develop the excess land into a community development featuring commercial areas and residential dwellings. The development has not been advanced by the Debtor for a number of years.

THE MORTGAGE

13. On November 22, 2016, Westboro granted a loan to the Debtor in the principal amount of \$3,500,000. As security for the Loan, Westboro obtained, *inter alia*, a Charge/Mortgage in favour of Westboro in the principal amount of \$3,500,000, which was registered on title to the Real Property as Instrument No. LC170326 (the “**Westboro Mortgage**”). The Westboro Mortgage incorporated standard charge terms 200033 (the “**SCT**”). A true copy of the Westboro Mortgage and SCT is attached hereto as **Exhibit “D”**.

14. The Westboro Mortgage was amended by notice registered on July 7, 2017 as Instrument No. LC176646 to increase the principal amount of the Mortgage to \$4,000,000 (the “**First Amendment**”). A true copy of this Notice is attached hereto as **Exhibit “E”**.

15. The Westboro Mortgage was further amended by notice registered on September 12, 2017 as Instrument No. LC178914 to increase the principal amount of the Westboro Mortgage to \$4,500,000 (the “**Second Amendment**”). A true copy of this notice is attached hereto as **Exhibit “F”**.

16. The original Westboro Mortgage term was for a period of one year. The Westboro Mortgage was extended from time to time, in each case in one-year increments, with the last extension being to March 1, 2022.

17. The Westboro Mortgage was guaranteed by Joseph and Graham. A true copy of their guarantee is attached hereto as **Exhibit “G”**.

18. As additional security for the advances by Westboro, TAG assigned to Westboro all rents reserved and payable under leases of the Property. A Notice of Assignment of Rents (the “**Westboro Assignment of Rents**”) was registered in favour of Westboro on title to the Real Property on November 11, 2016 as Instrument No. LC170327, a copy of which is attached hereto as **Exhibit “H”**.

19. Pursuant to paragraph 5 of the SCT, TAG agreed to pay to Westboro the full principal amount and interest secured by the Westboro Mortgage and agreed to do, observe, perform, fulfill and keep all the provisions, covenants, agreements and stipulations contained in the Westboro Mortgage. Furthermore, TAG agreed to pay all taxes, rates, levies, charges, assessments, utility and heating charges that are imposed, charged or levied upon the Real Property.

20. Pursuant to the terms of the Westboro Mortgage, default in the payment of, among other things, interest and principal amount and taxes of any nature or kind whatsoever constitutes a default under the terms of the Westboro Mortgage, thereby entitling Westboro to exercise all of its rights under the Westboro Mortgage.

21. Pursuant to the terms of the Westboro Mortgage, TAG agreed to pay all costs, fees, charges and expenses incurred in, among other things, taking, recovering and exercising remedies under the Westboro Mortgage or in procuring payment or collecting any of the monies hereby secured or retaining or realizing or attempting to realize upon any security collateral to the Westboro Mortgage.

22. Pursuant to paragraph 9 of the SCT, upon default of payment for at least 15 days, Westboro may, on at least 35 days' notice in writing given to TAG, enter on and lease or sell the Property.

23. Pursuant to paragraph 17 of the SCT, TAG agreed to keep the Property in good condition and repair according to the nature and description thereof. If TAG neglects to keep the Property in good condition and repair, or makes default as to any of the covenants, provisos, agreements or conditions contained in the Westboro Mortgage, all monies secured by the Westboro Mortgage may become immediately due and payable, at the option of Westboro.

OTHER CREDITORS

Vista Credit Corp.

24. I am advised by Chaitons LLP ("**Chaitons**"), lawyers for Westboro, that Vista Credit Corp. ("**Vista**") registered a financing statement against TAG under the *Personal Property Security Act*, R.S.O. 1990, c. P.10 (the "**PPSA**"), on February 1, 2017 in respect of certain equipment. A true copy of a PPSA search for TAG is attached hereto as **Exhibit "I"**.

25. Vista also registered the following instruments against the parcel of the Real Property bearing PIN 05263-0168 (LT):

- (a) a Notice of Security Interest in the amount of \$57,500 registered on November 10, 2016 as Instrument No. LC170006;
- (b) a Charge/Mortgage in the amount of \$165,000 registered on February 6, 2017, as Instrument No. LC172285; and

- (c) a Postponement of Interest registered on July 7, 2017 as Instrument No. LC178918 in favour of Westboro.

E.T.I. Investments Limited and Joseph

26. I am advised by Chaitons that it obtained title searches for the Real Property that, in addition to the registrations in favour of Westboro and Vista, disclose the following registrations against the Real Property in favour of E.T.I. Investments Limited ("**ETI**"), a company owned by Graham's estate:

- (a) a Charge/Mortgage in the amount of \$1,300,000 (the "**First ETI Mortgage**") registered on title to the Real Property on October 2, 2013 as Instrument No. LC137598 in favour of ETI;
- (b) a Notice registered on December 18, 2013 as Instrument No. LC139781 increasing the principal amount of the First ETI Mortgage to \$1,450,000;
- (c) a Postponement registered on November 22, 2016 as Instrument No. LC170328 postponing ETI's rights and interests in the First ETI Mortgage in favour of the Westboro Mortgage and Westboro Assignment of Rents;
- (d) a Transfer of Charge registered on December 5, 2016 as Instrument No. LC170769 transferring the First ETI Mortgage to ETI and Joseph;
- (e) a Postponement registered on July 7, 2017 as Instrument No. LC176647 granted by ETI and Joseph in favour of Westboro in connection with the First Amendment;

- (f) a Postponement registered on September 12, 2017 as Instrument No. LC178917 granted by ETI and Joseph in favour of Westboro in connection with the Second Amendment;
- (g) a Charge in the principal amount of \$800,000 registered in favour of ETI on September 16, 2019 as Instrument No. LC201058;
- (h) a Charge in the principal amount of \$500,000 registered in favour ETI on April 7, 2020 as Instrument No. LC207399; and
- (i) a Charge in the principal amount of \$1,465,000 registered in favour of ETI on August 26, 2021 as Instrument NO. LC227493.

27. I understand that until his death, Graham was funding the Property and its maintenance. Following Graham's death, based on Westboro's discussions with Graham's widow, his estate has not made any further investments in the Property.

DEFAULT AND DEMAND

28. As a consequence of Graham's passing and the Westboro Mortgage approaching maturity in March 2022, Westboro undertook a review of the Mortgage.

29. As part of this review, a tax certificate dated March 8, 2022 was obtained by Westboro from the Town of Smiths Falls that disclosed that there were tax arrears outstanding for 2021 of \$192,169.57 (including penalties), water arrears of \$52,885.82 added to the tax roll, and unpaid

taxes for 2022 of \$33,474.11 plus a penalty of \$418.43. A true copy of that tax certificate is attached hereto as **Exhibit “J”**.

30. Failure to pay taxes constitutes an event of default under the Mortgage.

31. In addition, a search of title showed that three orders had been registered against the Real Property by the Town of Smiths Falls as follows:

- (a) an order to remedy unsafe building registered on December 6, 2019, a true copy of which is attached hereto as **Exhibit “K”**;
- (b) a related order prohibiting occupancy registered on December 6, 2019, a true copy of which is attached hereto as **Exhibit “L”**; and
- (c) an order to comply registered on December 12, 2019 citing several Building Code infractions, a true copy of which is attached hereto as **Exhibit “M”**.

The registration of these orders constituted further default under the Mortgage.

32. The Westboro Mortgage matured on March 1, 2022. As a consequence of the Debtor’s existing defaults, Westboro did not renew its mortgage.

33. By letter dated March 3, 2022, Chaitons, on behalf of Westboro, served demands for payment on the Debtor and the guarantors for payment of the amounts owing under the Westboro Mortgage and delivered a notice of intention to enforce its security under section 244 of the BIA (the “**BIA Notice**”). Copies of the demands and the BIA Notice are collectively attached hereto as **Exhibit “N”**.

34. No payment was received after the demands were issued.

CONTINUED DEFAULTS

35. The Debtor has not paid property taxes in over 4 years. To avoid a further deterioration of its security, Westboro has now spent in excess of \$1,035,000 to keep property taxes current, which amounts have been added to the Debtor's indebtedness to Westboro.

36. The Debtor is continuing to collect rents and revenues from the laundry service. Notwithstanding the foregoing, the Debtor has made no payments to Westboro on accounts of the amounts owing and has failed to keep property taxes current. As described in greater detail below, the Debtor has not maintained the Real Property and has allowed it to fall into a state of significant disrepair.

POWER OF SALE PROCEEDINGS

37. On March 31, 2022, Chaitons, on behalf of Westboro, issued a notice of sale (the "**NOS**") for the Property. A true copy of the NOS is attached hereto as **Exhibit "O"**.

38. On December 22, 2022, on an application brought by Westboro, Justice Abrams of the Ontario Superior Court of Justice issued an order (the "**Access Order**"), among other things, directing TAG to provide access to the Real Property to Westboro, its property manager, its authorized agents, any appraisers retained on behalf of Westboro, and any real estate agent retained by Westboro to permit Westboro to carry out inspections and to market and sell the Property.

39. Pursuant to the Access Order, TAG was also required to provide Westboro and its agents with copies of all current leases for the Real Property and any other documents reasonably required by Westboro in connection with a sale of the Real Property. Copies of the Order and Endorsement each dated December 22, 2022 are collectively attached hereto as **Exhibit "P"**.

40. On October 27, 2023, on a motion brought by ETI, Justice Abrams ordered, among other things, that upon the sale of the Real Property, Westboro, after satisfying all proper expenses incident to the sale of the Real Property and all proper obligations secured by its mortgages, shall pay the surplus funds from the sale into court. A copy of the Order dated October 27, 2023 is attached hereto as **Exhibit “Q”**.

41. To facilitate the sale of the Property, Westboro retained Subhkin Canada (“**Subhkin**”), a real estate group that specializes in, among other things, the sale of large commercial properties in the Ottawa region.

42. The Real Property has been marketed for sale by Subhkin for almost three years now, without success. Joseph, before his death, and Tracy, have both put up numerous roadblocks to restrict Subhkin from accessing the Property. Joseph and Tracy have also refused to provide updated information regarding the leases for the Real Property, including copies thereof.

43. Based on Westboro’s dealings with the Debtor together with the updates received from and conversations with Subhkin’s representatives, I understand that since the granting of the December 2022 Order, the Debtor has continued to interfere with Westboro’s ability to sell the Real Property by, among other things:

- (a) limiting access to the Real Property;
- (b) instructing its staff not to cooperate with Westboro or Subhkin;
- (c) missing scheduled appointments with prospective purchasers;

- (d) advising prospective purchasers that the Real Property had already been sold, pending closing, which discouraged the prospective purchasers with moving forward with their due diligence.

44. I am also advised by Subhkin that the Debtor has also continued to refuse to provide accurate financial information regarding the Real Property and on a number of occasions provided information that would turn out to be false upon investigation by Subhkin and Westboro. Examples of such conduct include:

- (a) Providing unsigned agreements of purchase and sale that the Debtor claimed were going to be signed imminently to discourage the sale of the Real Property by Westboro. None of these agreements were ever signed;
- (b) Providing false information regarding tenants and which units were occupied or subject to a lease agreement; and
- (c) Misrepresenting that certain units have been sold or leased to third parties. Following investigations by Subhkin on behalf of Westboro, I learned that a number of these units have in fact been leased to related parties on non-market terms

45. Although, there has been interest in the Real Property and Westboro has entered into a number of agreements of purchase and sale, none have closed to date. Attached hereto as **Confidential Appendix “1”** is a summary of the transactions entered into by Westboro that have not closed. The summary contains sensitive commercial information about the Real Property that, if disclosed, could jeopardize the value of the Real Property.

Status of the Property

46. I am advised by Subhkin that the Real Property, and in particular the former hospital that is now being leased to residential tenants, is in a substantial state of disrepair, including, leaky roofs, water damage and mould. A portion of the building had sustained fire, smoke and water damage from a fire and has not been remediated despite orders from the Town of Smith Falls. A number of tenants have refused to grant Subhkin access to their residences. As a consequence, it is not possible at this time for the Applicant, or prospective purchasers to assess the extent of repairs that would be required.

47. Westboro is not aware if the property insurance for the Real Property has been revoked or has expired. In light of the status of the Real Property, the cost of any property insurance, if available at all, will likely be exorbitant.

IT IS JUST AND CONVENIENT TO APPOINT TDB AS RECEIVER AND MANAGER

48. The Loan matured more than 3 years ago. The time periods under the BIA Notice and the NOS have long expired and the power of sale enforcement process has been unsuccessful, due in large part to the conduct of TAG's principals. Westboro has lost all confidence in TAG's ability to ever repay the Loan.

49. As at May 25, 2025, the Debtor continues to be indebted to Westboro under the Mortgage in the amount of \$6,556,803.54. Despite the fact that it continues to collect rents, the Debtor has failed to make any payments towards the amounts owing to Westboro, pay property taxes, or maintain the Real Property.

50. The Debtor's lack of cooperation and failure to provide information requested by

prospective purchasers as part of their due diligence and timely access to the Real Property has made it difficult to sell the Real Property under power of sale.

51. Some prospective purchasers have also indicated that, in light of potential unknown liabilities and lack of information, they are not prepared to acquire this property without a vesting order.

52. Westboro seeks the appointment of TDB as Receiver for the purpose of:

- (a) investigating the tenancies and existing leases to enable prospective purchasers to conduct due diligence;
- (b) evaluating the need for any remedial steps to be taken;
- (c) marketing the Property for sale in an open and transparent manner for the benefit of all of the Debtor's stakeholders, including Westboro and ETI, and with the power to obtain a vesting order that would enable the Receiver to transfer title to the Property free and clear of all claims; and
- (d) if necessary, taking possession of the Real Property and collecting rents.

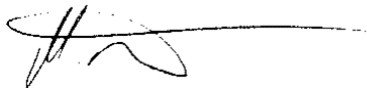
53. Westboro proposes that TDB be appointed as Receiver. TDB has agreed to accept the appointment, and a copy of its consent is attached hereto as **Exhibit "R"**.

54. Due to concerns with the safety status of the Property, possible lack of property insurance and potential environmental remediation issues, it is not intended that TDB take possession of the Real Property until it has had the opportunity to: (i) attend at and assess the Real Property and any safety concerns; (ii) assess any environmental liabilities; and (iii) obtain and evaluate the

commercial and residential leases for the Property. During this time, the Receiver will allow Tracy to continue to remain in possession of the Property and to collect rents, subject to a requirement that Tracy account to the Receiver for the rents collected and expenses incurred. The proposed receivership order provides that the Receiver, if appointed, may deliver a notice at a later date to Tracy advising that the Receiver shall take possession of the Property and that Tracy shall immediately surrender possession of the Property to the Receiver upon receipt of such notice.

SWORN BEFORE ME over
videoconference on this 18th day of
July 2025. The affiant was located in the City
of Toronto in the Province of Ontario and the
commissioner was located in the City of
Toronto, in the Province of Ontario. This
affidavit was commissioned remotely in
accordance O. Reg. 431/20, Administering
Oath or Declaration Remotely

}



Maya Poliak
Commissioner for Taking Affidavits
(or as may be)



**GEORGE CHRISTOPHER
DANGERFIELD**

WESTBORO MORTGAGE INVESTMENT CORP.

-and-

TAG GALLIPEAU CORPORATION

Applicant

Respondent

Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT
TORONTO

AFFIDAVIT OF CHRIS DANGERFIELD
(sworn July , 2025)

CHAITONS LLP

5000 Yonge Street, 10th Floor
Toronto, Ontario M2N 7E9

Maya Poliak (LSO No. 54100A)

Tel: (416) 218-1161

Email: maya@chaitons.com

David Im (LSO No. 89765G)

Tel: (416) 218-1124

Email: dim@chaitons.com

Lawyers for the Applicant

***THIS IS EXHIBIT "A" TO THE
AFFIDAVIT OF GEORGE CHRISTOPHER DANGERFIELD
SWORN BEFORE ME THIS 18th
DAY OF JULY, 2025***

A handwritten signature in black ink, consisting of a stylized 'H' followed by a long horizontal stroke that curves upwards at the end.

A Commissioner Etc.

LAND
REGISTRY
OFFICE #27

05263-0168 (LT)

PAGE 1 OF 4
PREPARED FOR Lynda001
ON 2025/07/18 AT 13:18:50

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

PROPERTY DESCRIPTION:

PART LOT 27 CONCESSION 2 MONTAGUE; PART SW 1/2 LOT 28 CONCESSION 2 MONTAGUE; PART NE 1/2 LOT 28 CONCESSION 2 MONTAGUE; PART LOT 29 CONCESSION 2 MONTAGUE, PARTS 1 AND 2 PLAN 27R9498, SAVE AND EXCEPT PART 1 PLAN 27R9880; SUBJECT TO AN EASEMENT AS IN RS71110; SUBJECT TO AN EASEMENT OVER PART 2 PLAN 27R9498 IN FAVOUR OF PART LOT 29 CONCESSION 2 MONTAGUE PART 1 PLAN 27R9880 AS IN LC112319; TOWN OF SMITHS FALLS

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:

DIVISION FROM 05263-0088

PIN CREATION DATE:

2011/07/21

OWNERS' NAMES

TAG GALLIPEAU CORPORATION

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT	INCLUDES ALL	DOCUMENT TYPES AND	DELETED INSTRUMENTS	SINCE 2011/07/21 **		
**SUBJECT,	ON FIRST REGISTRATION UNDER THE	LAND TITLES ACT, TO:				
**	SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES	*				
**	AND ESCHEATS OR FORFEITURE TO THE CROWN.					
**	THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF					
**	IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY					
**	CONVENTION.					
**	ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.					
**DATE OF CONVERSION TO	LAND TITLES: 2002/05/13	**				
BLS548	1969/10/29	BYLAW				C
RS71110	1978/08/25	TRANSFER EASEMENT			BELL CANADA	C
27R9498	2009/03/24	PLAN REFERENCE				C
LC112317	2011/07/08	TRANSFER	\$100,000	HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF INFRASTRUCTURE	TAG GALLIPEAU CORPORATION	C
	REMARKS: PLANNING ACT STATEMENTS					
LC112318	2011/07/08	NOTICE	\$2	ONTARIO HERITAGE TRUST		C
LC112319	2011/07/08	TRANSFER EASEMENT	\$2	TAG GALLIPEAU CORPORATION	HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF INFRASTRUCTURE	C
LC128943	2012/12/07	CHARGE		*** COMPLETELY DELETED *** TAG GALLIPEAU CORPORATION	E.T.I. INVESTMENTS LIMITED	

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
LC128944	2012/12/07	NO ASSGN RENT GEN	\$1,300,000	*** COMPLETELY DELETED *** TAG GALLIPEAU CORPORATION	E.T.I. INVESTMENTS LIMITED	C
REMARKS: LC128943.						
LC137598	2013/10/02	CHARGE		TAG GALLIPEAU CORPORATION	E. T. I. INVESTMENTS LIMITED	
LC137599	2013/10/02	NO ASSGN RENT GEN	\$150,000	TAG GALLIPEAU CORPORATION	E.T.I. INVESTMENTS LIMITED	C
REMARKS: LC137598.						
LC139781	2013/12/18	NOTICE		TAG GALLIPEAU CORPORATION	E.T.I. INVESTMENTS LIMITED	
REMARKS: LC137598						
LC139784	2013/12/18	DISCH OF CHARGE		*** COMPLETELY DELETED *** E.T.I. INVESTMENTS LIMITED		
REMARKS: LC128943.						
LC141028	2014/02/04	CHARGE		*** COMPLETELY DELETED *** TAG GALLIPEAU CORPORATION	WESTBORO MORTGAGE INVESTMENT CORP.	
LC141029	2014/02/04	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** TAG GALLIPEAU CORPORATION	WESTBORO MORTGAGE INVESTMENT CORP.	
REMARKS: LC141028.						
LC150371	2014/12/19	CHARGE		*** COMPLETELY DELETED *** TAG GALLIPEAU CORPORATION	WESTBORO MORTGAGE INVESTMENT CORP.	
LC150372	2014/12/19	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** TAG GALLIPEAU CORPORATION	WESTBORO MORTGAGE INVESTMENT CORP.	
REMARKS: LC150371.						
LC150511	2014/12/24	DISCH OF CHARGE		*** COMPLETELY DELETED *** WESTBORO MORTGAGE INVESTMENT CORP.		
REMARKS: LC141028.						
27R10541	2015/01/20	PLAN REFERENCE				C
LC164606	2016/06/01	TRANSFER OF CHARGE		*** DELETED AGAINST THIS PROPERTY *** WESTBORO MORTGAGE INVESTMENT CORPORATION	WESTBORO MANAGEMENT LTD. WESTBORO MORTGAGE INVESTMENT LP	
REMARKS: LC150371						
CORRECTIONS: PARTY TO NAME:WESTBORO MORTGAGE INVESTMENT LP ADDED ON 2016/07/07 AT 11:24 BY HOLT, JULIE.						
LC165533	2016/06/30	CHARGE		*** COMPLETELY DELETED ***		

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
LC170006	2016/11/10	NO SEC INTEREST	\$57,500	TAG GALLIPEAU CORPORATION VISTA CREDIT CORP.	739572 ONTARIO LIMITED	C
LC170326	2016/11/22	CHARGE	\$3,500,000	TAG GALLIPEAU CORPORATION	WESTBORO MANAGEMENT LTD. WESTBORO MORTGAGE INVESTMENT LP	C
LC170327	2016/11/22	NO ASSGN RENT GEN		TAG GALLIPEAU CORPORATION	WESTBORO MANAGEMENT LTD. WESTBORO MORTGAGE INVESTMENT LP	C
		REMARKS: LC170326.				
LC170328	2016/11/22	POSTPONEMENT		E. T. I. INVESTMENTS LIMITED	WESTBORO MANAGEMENT LTD. WESTBORO MORTGAGE INVESTMENT LP	C
		REMARKS: LC170326				
LC170335	2016/11/23	DISCH OF CHARGE		*** COMPLETELY DELETED *** 739572 ONTARIO LIMITED		
		REMARKS: LC165533.				
LC170765	2016/12/05	DISCH OF CHARGE		*** COMPLETELY DELETED *** WESTBORO MANAGMENT LTD. WESTBORO MORTGAGE INVESTMENT LP		
		REMARKS: LC150371.				
LC170769	2016/12/05	TRANSFER OF CHARGE	\$1	E. T. I. INVESTMENTS LIMITED	E.T.I. INVESTMENTS LIMITED GALLIPEAU, JOSEPH ARTHUR	C
		REMARKS: LC137598.				
LC172285	2017/02/06	CHARGE	\$165,000	TAG GALLIPEAU CORPORATION	VISTA CREDIT CORPORATION	C
LC176646	2017/07/07	NOTICE		TAG GALLIPEAU CORPORATION	WESTBORO MANAGEMENT LTD. WESTBORO MORTGAGE INVESTMENT LP.	C
		REMARKS: LC170326				
LC176647	2017/07/07	POSTPONEMENT		E.T.I. INVESTMENTS LIMITED GALLIPEAU, JOSEPH ARTHUR	WESTBORO MANAGEMENT LTD. WESTBORO MORTGAGE INVESTMENT LP.	C
		REMARKS: LC137598 AND LC170769 TO LC176646. LC137599 AND LC139781 TO LC176646.				
LC176648	2017/07/07	POSTPONEMENT		VISTA CREDIT CORPORATION	WESTBORO MANAGEMENT LTD. WESTBORO MORTGAGE INVESTMENT LP	C
		REMARKS: LC172285 TO LC176646. LC170006 TO LC170326 AND LC176646.				
LC178914	2017/09/12	NOTICE		TAG GALLIPEAU CORPORATION	WESTBORO MANAGEMENT LTD.	C

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
LC178917	2017/09/12	POSTPONEMENT		E.T.I. INVESTMENTS LIMITED GALLIPEAU, JOSEPH ARTHUR	WESTBORO MANAGEMENT LTD.	C
LC178918	2017/09/12	POSTPONEMENT		VISTA CREDIT CORPORATION	WESTBORO MANAGEMENT LTD.	C
LC196662	2019/05/09	CERTIFICATE		*** COMPLETELY DELETED *** THE CORPORATION OF THE TOWN OF SMITHS FALLS		
LC201058	2019/09/16	CHARGE	\$800,000	TAG GALLIPEAU CORPORATION	E.T.I. INVESTMENTS LIMITED	C
LC204128	2019/12/06	APL GOVT ORDER		THE CORPORATION OF THE TOWN OF SMITHS FALLS		C
LC204132	2019/12/06	APL GOVT ORDER		THE CORPORATION OF THE TOWN OF SMITHS FALLS		C
LC204139	2019/12/06	APL GOVT ORDER		THE CORPORATION OF THE TOWN OF SMITHS FALLS		C
LC207399	2020/04/07	CHARGE	\$500,000	TAG GALLIPEAU CORPORATION	E.T.I. INVESTMENTS LIMITED	C
LC227493	2021/08/26	CHARGE	\$1,465,000	TAG GALLIPEAU CORPORATION	E.T.I. INVESTMENTS LIMITED	C
LC260748	2024/07/15	APL (GENERAL)		*** COMPLETELY DELETED *** THE CORPORATION OF THE TOWN OF SMITHS FALLS		

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SEPARATOR PAGE

LAND
REGISTRY
OFFICE #27

05265-0239 (LT)

PAGE 1 OF 5
PREPARED FOR Lynda001
ON 2025/07/18 AT 13:19:53

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

PROPERTY DESCRIPTION:

PT LT 27,28,29 & 30 CON 3 MONTAGUE PARTS 5 AND 6 PLAN 27R9498; S/T RS71110; SUBJECT TO AN EASEMENT OVER PT 6 PL 27R9498 IN FAVOUR OF PT LT 29 CON 2 MONTAGUE PT 1 PL 27R9880 AS IN LC112319; TOWN OF SMITHS FALLS

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:

FIRST CONVERSION FROM BOOK

PIN CREATION DATE:

2002/05/13

OWNERS' NAMES

TAG GALLIPEAU CORPORATION

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT	INCLUDES ALL	DOCUMENT TYPES AND	DELETED INSTRUMENTS	SINCE 2002/05/10 **		
**SUBJECT,	ON FIRST REGISTRATION	UNDER THE LAND TITLES ACT,	TO:			
**	SUBSECTION 44(1)	OF THE LAND TITLES ACT,	EXCEPT PARAGRAPH 11,	PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *		
**	AND ESCHEATS	OR FORFEITURE TO THE CROWN.				
**	THE RIGHTS OF ANY PERSON	WHO WOULD, BUT FOR THE LAND TITLES ACT,	BE ENTITLED TO THE LAND OR ANY PART OF			
**	IT THROUGH LENGTH OF ADVERSE POSSESSION,	PRESCRIPTION, MISDESCRIPTION	OR BOUNDARIES SETTLED BY			
**	CONVENTION.					
**	ANY LEASE TO WHICH THE SUBSECTION 70(2)	OF THE REGISTRY ACT APPLIES.				
**DATE OF CONVERSION TO	LAND TITLES:	2002/05/13 **				
MT8240	1948/01/17	TRANSFER		*** DELETED AGAINST THIS PROPERTY ***	HIS MAJESTY THE KING REPRESENTED HEREIN BY THE MINISTER OF PUBLIC WORKS FOR THE PROVINCE OF ONTARIO	
MT8291	1948/08/30	TRANSFER		*** COMPLETELY DELETED ***	HIS MAJESTY THE KING REPRESENTED HEREIN BY THE MINISTER OF PUBLIC WORKS FOR THE PROVINCE OF ONTARIO	
DPS264	1948/10/12	PLAN EXPROPRIATION				C
MT8606	1951/04/23	PLAN EXPROPRIATION				C
BLS548	1969/10/29	BYLAW				C
27R123	1973/03/20	PLAN REFERENCE				C
RS64144	1976/12/30	NOTICE		*** DELETED AGAINST THIS PROPERTY ***		
27R1324	1978/05/15	PLAN REFERENCE				C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
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LAND
REGISTRY
OFFICE #27

05265-0239 (LT)

PAGE 2 OF 5
PREPARED FOR Lynda001
ON 2025/07/18 AT 13:19:53

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
RS71110	1978/08/25	TRANSFER EASEMENT			BELL CANADA	C
27R2576	1983/06/16	PLAN REFERENCE				C
27R9498	2009/03/24	PLAN REFERENCE				C
LC88063	2009/07/02	LR'S ORDER		*** COMPLETELY DELETED *** LAND REGISTRAR, LRO#27		
REMARKS: CORRECTING DESCRIPTION TO INCLUDE REFERENCE TO EXCEPTION OF PTS 4&5, 27R976.						
LC112289	2011/07/08	APL CH NAME OWNER		*** COMPLETELY DELETED *** HIS MAJESTY THE KING IN THE RIGHT OF THE PROVINCE OF ONTARIO AS REPRESENTED BY THE MINISTER OF PUBLIC WORKS	HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF INFRASTRUCTURE	
LC112317	2011/07/08	TRANSFER	\$100,000	HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF INFRASTRUCTURE	TAG GALLIPEAU CORPORATION	C
REMARKS: PLANNING ACT STATEMENTS						
LC112318	2011/07/08	NOTICE	\$2	ONTARIO HERITAGE TRUST		C
LC112319	2011/07/08	TRANSFER EASEMENT	\$2	TAG GALLIPEAU CORPORATION	HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF INFRASTRUCTURE	C
LC128943	2012/12/07	CHARGE		*** COMPLETELY DELETED *** TAG GALLIPEAU CORPORATION	E.T.I. INVESTMENTS LIMITED	
LC128944	2012/12/07	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** TAG GALLIPEAU CORPORATION	E.T.I. INVESTMENTS LIMITED	
REMARKS: LC128943.						
LC137598	2013/10/02	CHARGE	\$1,300,000	TAG GALLIPEAU CORPORATION	E. T. I. INVESTMENTS LIMITED	C
LC137599	2013/10/02	NO ASSGN RENT GEN		TAG GALLIPEAU CORPORATION	E.T.I. INVESTMENTS LIMITED	C
REMARKS: LC137598.						
LC139583	2013/12/11	APL (GENERAL)		*** COMPLETELY DELETED *** TAG GALLIPEAU CORPORATION		
REMARKS: RS64144						
LC139781	2013/12/18	NOTICE	\$150,000	TAG GALLIPEAU CORPORATION	E.T.I. INVESTMENTS LIMITED	C
REMARKS: LC137598						
LC139784	2013/12/18	DISCH OF CHARGE		*** COMPLETELY DELETED *** E.T.I. INVESTMENTS LIMITED		

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
LC141028	2014/02/04	CHARGE		*** COMPLETELY DELETED *** TAG GALLIPEAU CORPORATION	WESTBORO MORTGAGE INVESTMENT CORP.	
LC141029	2014/02/04	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** TAG GALLIPEAU CORPORATION	WESTBORO MORTGAGE INVESTMENT CORP.	
LC150371	2014/12/19	CHARGE		*** COMPLETELY DELETED *** TAG GALLIPEAU CORPORATION	WESTBORO MORTGAGE INVESTMENT CORP.	
LC150372	2014/12/19	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** TAG GALLIPEAU CORPORATION	WESTBORO MORTGAGE INVESTMENT CORP.	
LC150511	2014/12/24	DISCH OF CHARGE		*** COMPLETELY DELETED *** WESTBORO MORTGAGE INVESTMENT CORP.		
27R10541	2015/01/20	PLAN REFERENCE				C
LC164606	2016/06/01	TRANSFER OF CHARGE		*** DELETED AGAINST THIS PROPERTY *** WESTBORO MORTGAGE INVESTMENT CORPORATION	WESTBORO MANAGEMENT LTD. WESTBORO MORTGAGE INVESTMENT LP	
LC165533	2016/06/30	CHARGE		*** COMPLETELY DELETED *** TAG GALLIPEAU CORPORATION	739572 ONTARIO LIMITED	
LC170326	2016/11/22	CHARGE	\$3,500,000	TAG GALLIPEAU CORPORATION	WESTBORO MANAGEMENT LTD. WESTBORO MORTGAGE INVESTMENT LP	C
LC170327	2016/11/22	NO ASSGN RENT GEN		TAG GALLIPEAU CORPORATION	WESTBORO MANAGEMENT LTD. WESTBORO MORTGAGE INVESTMENT LP	C
LC170328	2016/11/22	POSTPONEMENT		E. T. I. INVESTMENTS LIMITED	WESTBORO MANAGEMENT LTD. WESTBORO MORTGAGE INVESTMENT LP	C
LC170335	2016/11/23	DISCH OF CHARGE		*** COMPLETELY DELETED *** 739572 ONTARIO LIMITED		

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LAND
REGISTRY
OFFICE #27

05265-0239 (LT)

PAGE 4 OF 5
PREPARED FOR Lynda001
ON 2025/07/18 AT 13:19:53

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
LC170765	2016/12/05	DISCH OF CHARGE		*** COMPLETELY DELETED *** WESTBORO MANAGMENT LTD. WESTBORO MORTGAGE INVESTMENT LP		
REMARKS: LC150371.						
LC170769	2016/12/05	TRANSFER OF CHARGE	\$1	E. T. I. INVESTMENTS LIMITED	E.T.I. INVESTMENTS LIMITED GALLIPEAU, JOSEPH ARTHUR	C
REMARKS: LC137598.						
LC176646	2017/07/07	NOTICE		TAG GALLIPEAU CORPORATION	WESTBORO MANAGEMENT LTD. WESTBORO MORTGAGE INVESTMENT LP.	C
REMARKS: LC170326						
LC176647	2017/07/07	POSTPONEMENT		E.T.I. INVESTMENTS LIMITED GALLIPEAU, JOSEPH ARTHUR	WESTBORO MANAGEMENT LTD. WESTBORO MORTGAGE INVESTMENT LP.	C
REMARKS: LC137598 AND LC170769 TO LC176646. LC137599 AND LC139781 TO LC176646.						
LC178914	2017/09/12	NOTICE		TAG GALLIPEAU CORPORATION	WESTBORO MANAGEMENT LTD.	C
REMARKS: LC170326 & LC176646						
LC178917	2017/09/12	POSTPONEMENT		E.T.I. INVESTMENTS LIMITED GALLIPEAU, JOSEPH ARTHUR	WESTBORO MANAGEMENT LTD.	C
REMARKS: LC137598, LC170769, LC137599, LC139781, LC176647						
LC196662	2019/05/09	CERTIFICATE		*** COMPLETELY DELETED *** THE CORPORATION OF THE TOWN OF SMITHS FALLS		
REMARKS: TAX ARREARS						
LC201058	2019/09/16	CHARGE	\$800,000	TAG GALLIPEAU CORPORATION	E.T.I. INVESTMENTS LIMITED	C
LC204128	2019/12/06	APL GOVT ORDER		THE CORPORATION OF THE TOWN OF SMITHS FALLS		C
LC204132	2019/12/06	APL GOVT ORDER		THE CORPORATION OF THE TOWN OF SMITHS FALLS		C
LC204139	2019/12/06	APL GOVT ORDER		THE CORPORATION OF THE TOWN OF SMITHS FALLS		C
LC207399	2020/04/07	CHARGE	\$500,000	TAG GALLIPEAU CORPORATION	E.T.I. INVESTMENTS LIMITED	C
LC227493	2021/08/26	CHARGE	\$1,465,000	TAG GALLIPEAU CORPORATION	E.T.I. INVESTMENTS LIMITED	C
LC260748	2024/07/15	APL (GENERAL)		*** COMPLETELY DELETED *** THE CORPORATION OF THE TOWN OF SMITHS FALLS		

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
	REMARKS: LC196662					

SEPARATOR PAGE

PROPERTY DESCRIPTION:

RDAL BTN CON 2 & 3 MONTAGUE BEING PART 1 ON 27R9609 AND PARTS 3,4 ON 27R9498 CLOSED BY BYLAW LC93863; SUBJECT TO AN EASEMENT OVER PT 4 PL 27R9498 IN FAVOUR OF PT LT 29 CON 2, MONTAGUE PT 1 PL 27R9880 AS IN LC112319; TOWN OF SMITHS FALLS

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:

DIVISION FROM 05265-0238

PIN CREATION DATE:

2009/12/11

OWNERS' NAMES

TAG GALLIPEAU CORPORATION

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT	INCLUDES ALL	DOCUMENT TYPES AND	DELETED INSTRUMENTS	SINCE 2009/12/11 **		
**SUBJECT,	ON FIRST REGISTRATION	UNDER THE LAND TITLES ACT, TO:				
**	SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES	*				
**	AND ESCHEATS OR FORFEITURE TO THE CROWN.					
**	THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF					
**	IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY					
**	CONVENTION.					
**	ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.					
**DATE OF CONVERSION TO	LAND TITLES: 2002/05/13 **					
27R9498	2009/03/24	PLAN REFERENCE				C
27R9609	2009/09/15	PLAN REFERENCE				C
LC93863	2009/12/04	BYLAW		THE CORPORATION OF THE TOWNSHIP OF MONTAGUE		C
	REMARKS: STOPPING UP & CLOSING PT RD ALLOWANCE					
LC93977	2009/12/08	TRANSFER		*** DELETED AGAINST THIS PROPERTY *** THE CORPORATION OF THE TOWNSHIP OF MONTAGUE	HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF ENERGY AND INFRASTRUCTURE	
LC112290	2011/07/08	APL CH NAME OWNER		*** DELETED AGAINST THIS PROPERTY *** HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF ENERGY AND INFRASTRUCTURE	HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF INFRASTRUCTURE	
LC112317	2011/07/08	TRANSFER	\$100,000	HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF INFRASTRUCTURE	TAG GALLIPEAU CORPORATION	C
	REMARKS: PLANNING ACT STATEMENTS					

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
LC112318	2011/07/08	NOTICE	\$2	ONTARIO HERITAGE TRUST		C
LC112319	2011/07/08	TRANSFER EASEMENT	\$2	TAG GALLIPEAU CORPORATION	HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF INFRASTRUCTURE	C
LC128943	2012/12/07	CHARGE		*** COMPLETELY DELETED *** TAG GALLIPEAU CORPORATION	E.T.I. INVESTMENTS LIMITED	
LC128944	2012/12/07	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** TAG GALLIPEAU CORPORATION	E.T.I. INVESTMENTS LIMITED	
REMARKS: LC128943.						
LC137598	2013/10/02	CHARGE	\$1,300,000	TAG GALLIPEAU CORPORATION	E. T. I. INVESTMENTS LIMITED	C
LC137599	2013/10/02	NO ASSGN RENT GEN		TAG GALLIPEAU CORPORATION	E.T.I. INVESTMENTS LIMITED	C
REMARKS: LC137598.						
LC139781	2013/12/18	NOTICE	\$150,000	TAG GALLIPEAU CORPORATION	E.T.I. INVESTMENTS LIMITED	C
REMARKS: LC137598						
LC139784	2013/12/18	DISCH OF CHARGE		*** COMPLETELY DELETED *** E.T.I. INVESTMENTS LIMITED		
REMARKS: LC128943.						
LC141028	2014/02/04	CHARGE		*** COMPLETELY DELETED *** TAG GALLIPEAU CORPORATION	WESTBORO MORTGAGE INVESTMENT CORP.	
LC141029	2014/02/04	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** TAG GALLIPEAU CORPORATION	WESTBORO MORTGAGE INVESTMENT CORP.	
REMARKS: LC141028.						
LC150371	2014/12/19	CHARGE		*** COMPLETELY DELETED *** TAG GALLIPEAU CORPORATION	WESTBORO MORTGAGE INVESTMENT CORP.	
LC150372	2014/12/19	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** TAG GALLIPEAU CORPORATION	WESTBORO MORTGAGE INVESTMENT CORP.	
REMARKS: LC150371.						
LC150511	2014/12/24	DISCH OF CHARGE		*** COMPLETELY DELETED *** WESTBORO MORTGAGE INVESTMENT CORP.		
REMARKS: LC141028.						
27R10541	2015/01/20	PLAN REFERENCE				C

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
LC164606	2016/06/01	TRANSFER OF CHARGE		*** DELETED AGAINST THIS PROPERTY *** WESTBORO MORTGAGE INVESTMENT CORPORATION	WESTBORO MANAGEMENT LTD. WESTBORO MORTGAGE INVESTMENT LP	
		REMARKS: LC150371 CORRECTIONS: PARTY TO NAME:WESTBORO MORTGAGE INVESTMENT LP ADDED ON 2016/07/07 AT 11:24 BY HOLT, JULIE.				
LC165533	2016/06/30	CHARGE		*** COMPLETELY DELETED *** TAG GALLIPEAU CORPORATION	739572 ONTARIO LIMITED	
LC170326	2016/11/22	CHARGE	\$3,500,000	TAG GALLIPEAU CORPORATION	WESTBORO MANAGEMENT LTD. WESTBORO MORTGAGE INVESTMENT LP	C
LC170327	2016/11/22	NO ASSGN RENT GEN		TAG GALLIPEAU CORPORATION	WESTBORO MANAGEMENT LTD. WESTBORO MORTGAGE INVESTMENT LP	C
		REMARKS: LC170326.				
LC170328	2016/11/22	POSTPONEMENT		E. T. I. INVESTMENTS LIMITED	WESTBORO MANAGEMENT LTD. WESTBORO MORTGAGE INVESTMENT LP	C
		REMARKS: LC170326				
LC170335	2016/11/23	DISCH OF CHARGE		*** COMPLETELY DELETED *** 739572 ONTARIO LIMITED		
		REMARKS: LC165533.				
LC170765	2016/12/05	DISCH OF CHARGE		*** COMPLETELY DELETED *** WESTBORO MANAGMENT LTD. WESTBORO MORTGAGE INVESTMENT LP		
		REMARKS: LC150371.				
LC170769	2016/12/05	TRANSFER OF CHARGE	\$1	E. T. I. INVESTMENTS LIMITED	E.T.I. INVESTMENTS LIMITED GALLIPEAU, JOSEPH ARTHUR	C
		REMARKS: LC137598.				
LC176646	2017/07/07	NOTICE		TAG GALLIPEAU CORPORATION	WESTBORO MANAGEMENT LTD. WESTBORO MORTGAGE INVESTMENT LP.	C
		REMARKS: LC170326				
LC176647	2017/07/07	POSTPONEMENT		E.T.I. INVESTMENTS LIMITED GALLIPEAU, JOSEPH ARTHUR	WESTBORO MANAGEMENT LTD. WESTBORO MORTGAGE INVESTMENT LP.	C
		REMARKS: LC137598 AND LC170769 TO LC176646. LC137599 AND LC139781 TO LC176646.				
LC178914	2017/09/12	NOTICE		TAG GALLIPEAU CORPORATION	WESTBORO MANAGEMENT LTD.	C
		REMARKS: LC170326 & LC176646				

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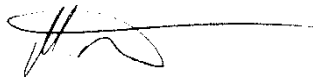
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
LC178917	2017/09/12	POSTPONEMENT		E.T.I. INVESTMENTS LIMITED GALLIPEAU, JOSEPH ARTHUR	WESTBORO MANAGEMENT LTD.	C
REMARKS: LC137598, LC170769, LC137599, LC139781, LC178647						
LC196662	2019/05/09	CERTIFICATE	\$800,000	*** COMPLETELY DELETED *** THE CORPORATION OF THE TOWN OF SMITHS FALLS		
REMARKS: TAX ARREARS						
LC201058	2019/09/16	CHARGE		TAG GALLIPEAU CORPORATION		
LC204128	2019/12/06	APL GOVT ORDER		THE CORPORATION OF THE TOWN OF SMITHS FALLS		
LC204132	2019/12/06	APL GOVT ORDER		THE CORPORATION OF THE TOWN OF SMITHS FALLS		
LC204139	2019/12/06	APL GOVT ORDER		THE CORPORATION OF THE TOWN OF SMITHS FALLS		
LC207399	2020/04/07	CHARGE	\$500,000	TAG GALLIPEAU CORPORATION	E.T.I. INVESTMENTS LIMITED	C
LC227493	2021/08/26	CHARGE	\$1,465,000	TAG GALLIPEAU CORPORATION	E.T.I. INVESTMENTS LIMITED	C
LC260748	2024/07/15	APL (GENERAL)		*** COMPLETELY DELETED *** THE CORPORATION OF THE TOWN OF SMITHS FALLS		
REMARKS: LC196662						

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***THIS IS EXHIBIT "B" TO THE
AFFIDAVIT OF GEORGE CHRISTOPHER DANGERFIELD
SWORN BEFORE ME THIS 18th
DAY OF JULY, 2025***

A handwritten signature in black ink, consisting of a stylized 'H' followed by a horizontal line and a small flourish.

A Commissioner Etc.



Ministry of Public and
Business Service Delivery

Profile Report

TAG GALLIPEAU CORPORATION as of November 18, 2024

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	TAG GALLIPEAU CORPORATION
Ontario Corporation Number (OCN)	1955671
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Amalgamation	August 01, 2016
Registered or Head Office Address	361 Queen Street, Rr1, Smiths Falls, Ontario, K7A 0A6, Canada

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

V. Quintanilla W.

Director/Registrar

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

Active Director(s)

Minimum Number of Directors 1
Maximum Number of Directors 10

Name JOSEPH ARTHUR GALLIPEAU
Address for Service 62 Bacchus Island Road, R R #1, Smiths Falls, Ontario, K7A 5B8, Canada
Resident Canadian Yes
Date Began August 01, 2016

Name GRAHAM HALL
Address for Service 871 Douglas Lane, R R #3, Perth, Ontario, K7H 3C9, Canada
Resident Canadian Yes
Date Began September 16, 2016

Name TRACY NOLAN GALLIPEAU
Address for Service 40 Poonamalie Road, Smiths Falls, Ontario, K7A 5B8, Canada
Resident Canadian Yes
Date Began September 16, 2016

Name TRACY ANN NOLAN-GALLIPEAU
Address for Service R R #1, Smiths Falls, Ontario, K7A 5B8, Canada
Resident Canadian Yes
Date Began September 16, 2016

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Active Officer(s)

Name	JOSEPH ARTHUR GALLIPEAU
Position	President
Address for Service	62 Bacchus Island Road, R R #1, Smiths Falls, Ontario, K7A 5B8, Canada
Date Began	August 01, 2016

Name	JOSEPH ARTHUR GALLIPEAU
Position	Secretary
Address for Service	62 Bacchus Island Road, R R #1, Smiths Falls, Ontario, K7A 5B8, Canada
Date Began	August 01, 2016

Name	JOSEPH ARTHUR GALLIPEAU
Position	Treasurer
Address for Service	62 Bacchus Island Road, R R #1, Smiths Falls, Ontario, K7A 5B8, Canada
Date Began	August 01, 2016

Name	TRACY NOLAN GALLIPEAU
Position	Vice-President
Address for Service	40 Poonamalie Road, Smiths Falls, Ontario, K7A 5B8, Canada
Date Began	September 16, 2016

Name	TRACY ANN NOLAN-GALLIPEAU
Position	Vice-President
Address for Service	R R #1, Smiths Falls, Ontario, K7A 5B8, Canada
Date Began	September 16, 2016

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Corporate Name History

Name

Effective Date

TAG GALLIPEAU CORPORATION

August 01, 2016

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Amalgamating Corporations

Corporation Name
Ontario Corporation Number

TAG GALLIPEAU CORPORATION
2291183

Corporation Name
Ontario Corporation Number

HART LAUNDRY SERVICES INC.
2295681

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Active Business Names

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

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Director/Registrar

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Expired or Cancelled Business Names

Name	THE GALLIPEAU CENTRE
Business Identification Number (BIN)	240358291
Status	Inactive - Expired
Registration Date	April 10, 2014
Expired Date	April 08, 2024

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Document List

Filing Name	Effective Date
Archive Document Package	December 15, 2021
Annual Return - 2019 PAF: JOE GALLIPEAU - DIRECTOR	August 30, 2020
Annual Return - 2018 PAF: JOE GALLIPEAU - DIRECTOR	April 05, 2020
Annual Return - 2017 PAF: JOE GALLIPEAU - DIRECTOR	March 22, 2020
Annual Return - 2017 PAF: JOE GALLIPEAU - DIRECTOR	April 29, 2018
CIA - Notice of Change PAF: ANDREW HOWARD - OTHER	February 21, 2018
CIA - Notice of Change PAF: AMANDA SALAMA - OTHER	September 16, 2016
CIA - Initial Return PAF: AMANDA SALAMA - OTHER	August 08, 2016
BCA - Articles of Amalgamation	August 01, 2016

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

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***THIS IS EXHIBIT "C" TO THE
AFFIDAVIT OF GEORGE CHRISTOPHER DANGERFIELD
SWORN BEFORE ME THIS 18th
DAY OF JULY, 2025***



A Commissioner Etc.

361 Queen Street, Smith Falls







Table of Contents:

1. Galipeau Centre Office
Hughes Councelling-locked
- 2 #510 Calian - Business
ESI solutions - Business
- 3 Vacant
- 4 Vacant
- 5 Carido 4life - closed
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B. Canadian Tai Chi
C. Indoor winter golf
- 6 Y-Not Therapies
Pool
- 7 Food Hub
- 8 Vacant Residential
- 9 Vacant Residential
- 10 #314 Residential-Occupied
- 11 #324 Residential-Occupied
- 12 #344 Residential-Occupied
- 13 Vacant Residential
- 14 All Ways Moving-Business
- 15 Vacant use unknown
- 16 Boss - Business Closed
- 17 Old Power Plant
- 18 Vacant - storage
- 19 Hart Laundry - Business
- 20 Maintenance/garages
- 21 Vacant Residential
- 22 Vacant Residential
- 23 Vacant Residential
- 24 Pet Memorial - Closed
- 25 Vacant commercial
- 26 Vacant commercial
- 27 Vacant use unknown
- 28 Vacant use unknown
- 29 Vacant use unknown
- 30 Vacant use unknown
- 31 Vacant use unknown
- 32 Vacant use unknown
- 33 #214 Residential
- 34 #234 Residential
- 35 #254 Residential
- 36 #264 Residential
- 37 #244 Residential
- 38 #224 Residential
- 39 Vacant use unknown



Main entrance into
compound

361 Queen Street - Building 1 - Gallipeau Centre & Hughes Counselling (door locked)





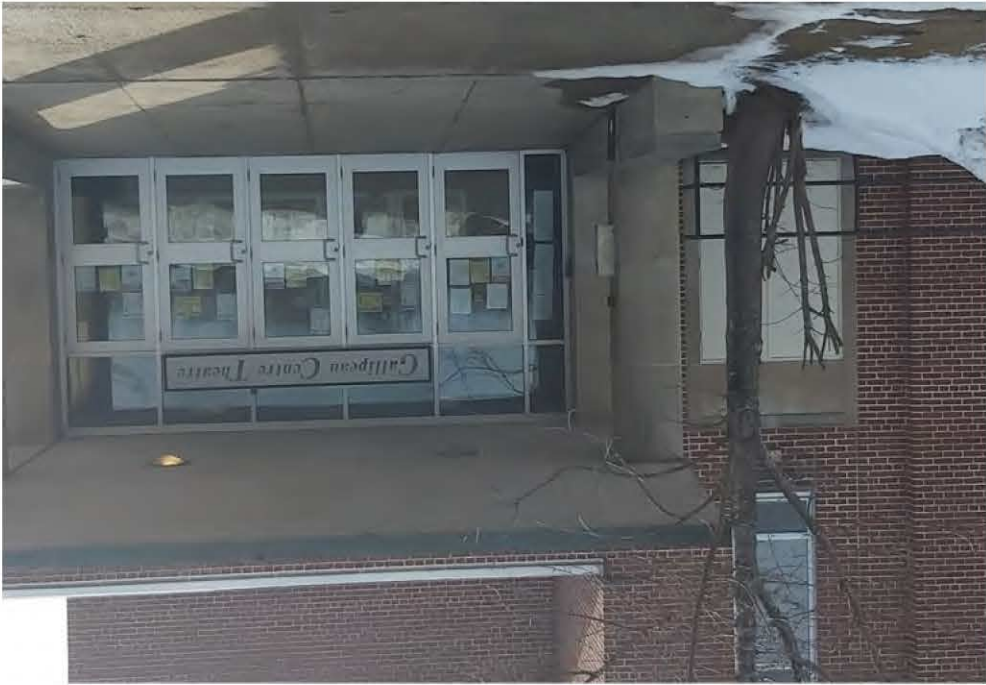
361 Queen - Building 2,3,4
#2 building is to the Right



#2 Callan - Esi Solution
#3 Appears Vacant
#4 Appears Vacant









361 Queen St. Building 6
Y-not Therapies

location of pool



361 Queen Street - Building 7 Food Hub - Bakery - Operational





361 Queen St.
Buildings 8-9-10
#8 vacant residential
#9 vacant residential
#10 occupied residential #314















361 Queen St. Building 20
Garages - Storage











361 Queen Street - Buildings 30-31-32 - all vacant







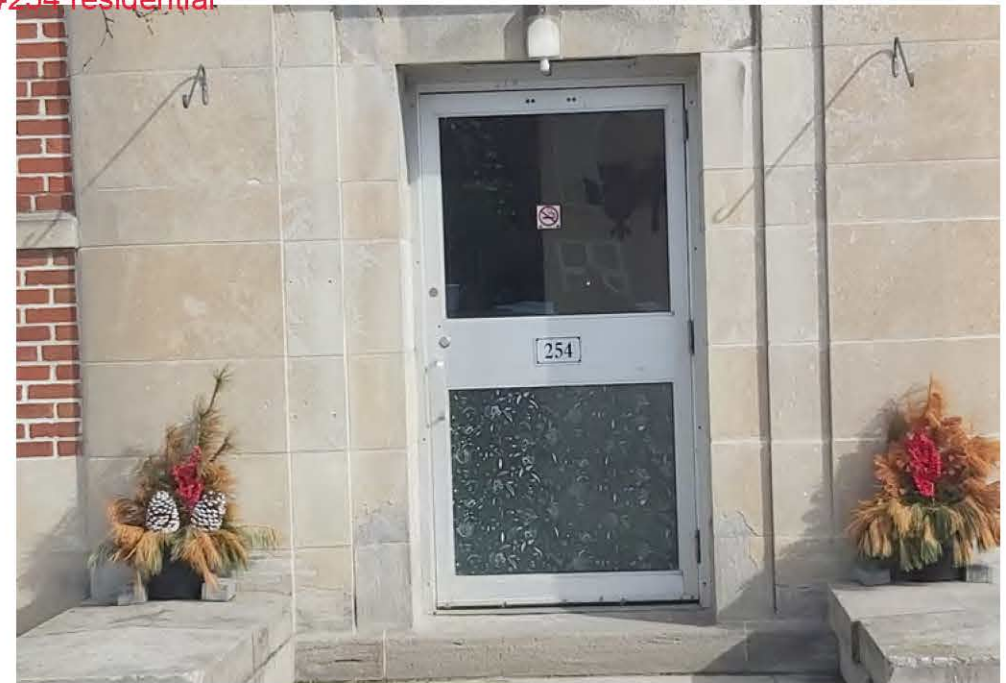
361 Queen Street

Buildings 33-34-35- #214-234-254 - all residential units





Buildings 33-34-35 - #214-#234-#254 residential





361 Queen St Buildings 36-37-38---- #224-244-264 - residential - occupied





75





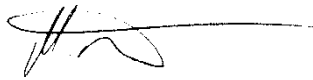
361 Queen St.
Vacant - Building 39





STRAIGHT AHEAD	
THEATRE	
RECEPTION HALL	
PARROT PARTNER	
DAY2DAY MASSAGE THERAPY	
PIE BIRD BAKERY & TEA ROOM	
CANADIAN TAI CHI ACADEMY	
INDOOR WINTER GOLF SCHOOL	
WEST WING APARTMENTS	
	R2
R14 - R21	
HILTON'S UNFORGETTABLE "TAILS"	R14
HILTON'S AQUA GREEN DISPOSITIONS	R14
WONTON CRUNCH	R16
EXCELEATOR BUSINESS CENTRE	R17
SILOKI	R17
THE HUB POOL	R18
NATANA'S ONE ON ONE FITNESS	R18
REDEEMER DANCE ACADEMY	R18
GENERATION FITNESS	R18
CARDIO FIT4LIFE	R18
IRON KETTLE CAFE	R18
GALLIPEAU CENTRE OFFICE	R21
J.A. GALLIPEAU CONST. LTD.	R21
COMBINED INSURANCE	R21
SHILTON THERAPY	R21
LANNEX METALS	R21
R3 - R9	
TWO RIVERS FOOD HUB	R3
COURTYARD SUITES	R4
RIDEAU GROUND SEARCH & RESCUE	R5
NUWHRL	R5
MEMPORE	R5
ALL WAYS MOVING & DELIVERY	R7
PERKI PET GROOMING	R7
HART LAUNDRY SERVICES	R8
CGS SIGNS & STRIPES INC.	R9
"R" Numbers = Fire Report Numbers	

***THIS IS EXHIBIT "D" TO THE
AFFIDAVIT OF GEORGE CHRISTOPHER DANGERFIELD
SWORN BEFORE ME THIS 18th
DAY OF JULY, 2025***



A Commissioner Etc.

LRO # 27 Charge/Mortgage

Registered as LC170326 on 2016 11 22 at 15:59

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

yyyy mm dd Page 1 of 6

Properties

PIN	05263 - 0168 LT	Interest/Estate	Fee Simple
Description	PART LOT 27 CONCESSION 2 MONTAGUE; PART SW 1/2 LOT 28 CONCESSION 2 MONTAGUE; PART NE 1/2 LOT 28 CONCESSION 2 MONTAGUE; PART LOT 29 CONCESSION 2 MONTAGUE, PARTS 1 AND 2 PLAN 27R9498, SAVE AND EXCEPT PART 1 PLAN 27R9880; SUBJECT TO AN EASEMENT AS IN RS71110; SUBJECT TO AN EASEMENT OVER PART 2 PLAN 27R9498 IN FAVOUR OF PART LOT 29 CONCESSION 2 MONTAGUE PART 1 PLAN 27R9880 AS IN LC112319; TOWN OF SMITHS FALLS		
Address	SMITHS FALLS		

PIN	05265 - 0239 LT	Interest/Estate	Fee Simple
Description	PT LT 27,28,29 & 30 CON 3 MONTAGUE PARTS 5 AND 6 PLAN 27R9498; S/T RS71110; SUBJECT TO AN EASEMENT OVER PT 6 PL 27R9498 IN FAVOUR OF PT LT 29 CON 2 MONTAGUE PT 1 PL 27R9880 AS IN LC112319; TOWN OF SMITHS FALLS		
Address	361 QUEEN STREET SMITHS FALLS		

PIN	05265 - 0336 LT	Interest/Estate	Fee Simple
Description	RDAL BTN CON 2 & 3 MONTAGUE BEING PART 1 ON 27R9609 AND PARTS 3,4 ON 27R9498 CLOSED BY BYLAW LC93863; SUBJECT TO AN EASEMENT OVER PT 4 PL 27R9498 IN FAVOUR OF PT LT 29 CON 2, MONTAGUE PT 1 PL 27R9880 AS IN LC112319; TOWN OF SMITHS FALLS		
Address	SMITHS FALLS		

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 TAG GALLIPEAU CORPORATION
Address for Service 62 Bacchus Island Road, RR #1
 Smith Falls, ON
 K7A 5B8

I, Joseph Gallipeau, President, have the authority to bind the corporation.

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

Chargee(s)**Capacity****Share**

Name WESTBORO MANAGEMENT LTD. **General Partner**
Address for Service 267 Richmond Road, 2nd floor, OTTAWA, Ontario, K1Z 6X3

I am a general partner, the firm name of the Limited Partnership is WESTBORO MORTGAGE INVESTMENT LP.

Provisions

Principal	\$3,500,000.00	Currency	CDN
Calculation Period	semi-annually, not in advance		
Balance Due Date	2018/11/22		
Interest Rate	8.99% per annum		
Payments	\$26,985.75		
Interest Adjustment Date	2016 11 22		
Payment Date	22nd day of each month		
First Payment Date	2016 12 22		
Last Payment Date	2018 11 22		
Standard Charge Terms	200033		
Insurance Amount	Full insurable value		
Guarantor	Joseph Gallipeau and Graham Hall		

Additional Provisions

See Schedules

LRO # 27 Charge/Mortgage

Registered as LC170326 on 2016 11 22 at 15:59

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

yyyy mm dd Page 2 of 6

Signed By

Paul Thomas Howard

2 Main St. East
Smiths Falls
K7A 1A2acting for Chargor Signed 2016 11 22
(s)

Tel 613-283-6772

Fax 613-283-8840

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

Submitted By

HOWARD KELFORD & DIXON

2 Main St. East
Smiths Falls
K7A 1A2

2016 11 22

Tel 613-283-6772

Fax 613-283-8840

Fees/Taxes/Payment

Statutory Registration Fee

\$63.35

Total Paid

\$63.35

Additional Provisions

Prepayment with Bonus

The Chargor, when not in default, may at any time after the date hereof, pay the whole or any part of the principal sum hereby secured, upon payment of all the accrued interest to the date of such payment along with the payment of three months' interest as bonus.

Post dated cheques

The Chargor hereby agrees to provide to the Chargee, prior to any funds being advanced hereunder, a cheque for interest calculated from the date mortgage funds are advanced hereunder to the interest adjustment date as well as a series of post-dated cheques covering the monthly interest payments due hereunder for the next ensuing twelve (12) month period. The Chargor further agrees to provide to the Chargee on each anniversary date of this mortgage a series of twelve (12) post-dated cheques covering the payments due hereunder for the next ensuing twelve (12) month period. The failure of the Chargor to provide post-dated cheques as required pursuant to this paragraph shall constitute default under this Charge.

Maturity Clause

PROVIDED THAT if this charge is not paid off in full at maturity the Chargee shall be entitled to an administrative fee of three months interest as compensation for the additional cost of reinvesting the mortgage funds when ultimately received by the Chargee.

Pre-Authorized Payments

In the event that any of the pre-authorized payments are returned to the Chargee after being withdrawn from the bank or trust company from which they are drawn by reason of there not being sufficient funds in the account from which the said payment is withdrawn, the Chargor shall pay the sum of \$200.00 as liquidated damages and not as penalty to the Chargee and such sum shall be a charge upon the said land and shall be charged interest at the rate hereinbefore stated.

Administrative Fees

The Chargor agrees to pay the administrative fees charged by the Mortgagee from time to time.

The current schedule of administration and servicing fees include the following charges:

\$ 200.00	Missed Payment Fee	Payable for each missed or late installment for processing each NSF cheque of other returned payments
\$ 1,000.00	Insurance	Payable for dealing with each cancellation premium payment or other non-compliance with insurance requirements.
\$400.00/per hour plus legal fees	Default Proceeds	Payable to each action proceedings instituted.
Equivalent fee charged when mortgage was initially approved	Mortgage Extension/Renewal	Payable for each extension/Renewal
\$250.00	Mortgage Statement	Payable for preparation of each statement

\$1,000.00	Possession	Payable for attending to take possession - following default
\$200.00	Maintenance	Payable for administering maintenance and security of the property in our possession, per day
\$250.00	Discharge Fee	Payable for Discharge of Mortgage
\$1,000.00	Inspection Fee	

Interest to Next Banking Day

When the Chargor herein repays the monies owing under this mortgage, it is noted that funds will have to be received by the Mortgagee by 1 p.m. on the date of payment otherwise interest will be calculated to the next banking day.

Default in Prior Encumbrances

Provided further that default in the payment of any prior mortgage, lien, charge, encumbrance or taxes of any nature or kind whatsoever or any other default hereunder, shall constitute default under the terms of this mortgage and shall entitle the Mortgagee to exercise all of his rights hereunder or any one or them. The said Mortgagee, at his option, shall be entitled to cure any default thereunder or part thereof, charge interest at the rate set forth in the within mortgage and the amount so paid or incurred and the costs of so doing (together with all solicitor/client costs) shall be added to the principal sum hereunder, in the event which payment of the within mortgage shall automatically become immediately due and payable.

Insurance Premium Fee

In the event that the evidence of continuation of insurance as herein required has not been delivered to this Mortgagee, the Mortgagee shall be entitled to the sum of \$ 100.00 for each written inquiry which the Mortgagee shall make to the insurer pertaining to such renewal, (or resulting from the Chargor's non-performance of the within covenant).

Charge Statement Fee

The Chargor shall pay for each charge statement and/or Discharge prepared and provided by the Mortgagee, the sum of \$250.00 for the preparation of such statement. The aforementioned fees shall be forthwith payable to the Mortgagee and if not so paid shall become part of the debt secured and shall bear interest at the interest rate set forth in this Charge.

Standard Charge Terms

The mortgage shall also be governed by Dye & Durham Standard Charge Terms No. 200033 and in the event that there is any conflict between the terms therein and the terms hereby, the within terms shall govern.

Illegal Substances

The chargor warrants that the buildings on the lands and premises secured by this charge is not now nor has ever been utilized for the growth or manufacture of illegal substances.

Urea Formaldehyde Foam Insulation

The Chargor warrants that the dwelling house on the lands and premises secured by this Charge is not now nor has ever been insulated with urea formaldehyde foam insulation.

Planning Act

The Chargor hereby warrant and covenant with the Chargee that the within Charge does not contravene any of the provisions of Section 50 of the Planning Act and amendments thereto since he does not retain the fee or the equity of redemption in or a power of right to grant, assign or exercise a power of appointment with respect to any land abutting the land described in this Charge.

Sale, Bankruptcy and Death of the Chargor

It is agreed that in the event of a sale of the premises or of a conveyance of any interest by Deed, Instrument or operation of law or if the Chargor becomes bankrupt or dies, then, and in any of the said events, the whole amount of the said principal hereby secured together with interest to date plus three (3) months' interest calculated on the principal then outstanding shall by way of bonus forthwith, at the option of the Chargee, become due and payable.

Legal Costs

The Chargor shall pay all costs, fees, charges and expenses as between a solicitor and his own client which may be incurred in negotiating and/or affecting the renewal of this Charge or in investigating or perfecting title or in advancing the monies hereby secured and completing all things in the taking of this Charge or in taking, recovering and remedies under this Charge or in procuring payment of any collecting the monies hereby secured or in securing or retaining or realizing or attempting to realize upon any security collateral to this Charge or in any proceedings, judicial or otherwise to protect or to realize upon this security.

Guarantee

The Guarantor, in consideration of the making of the said loan and the sum of ONE DOLLAR (\$1.00) now paid to him by the Chargee (the receipt whereof is hereby by him acknowledged) does, on behalf of himself and his heirs, executors, administrators, successors and assigns, covenant and agree with the Chargee, its successors and assigns, will well and truly pay or cause to be paid to the Chargee the principal monies and interest hereby secured or intended so to be on the days and times and in the manner herein limited and apportioned for the payment thereof and will keep, observe and perform the conditions and covenants herein contained by and on the part of the said Chargor to be kept, observed and performed and he, for himself, his heirs, executors, administrators, successors and assigns further agrees that the said Chargee may at any time or times and from time to time, extend or agree to extend the time for payment of all or any of the monies secured by the said Charge or refrain from enforcing payment thereof or the rate or time of payment of interest thereon, and may release any other security, collateral or otherwise, and notwithstanding the same, he and his heirs, executors, administrators, successors and assigns shall remain fully liable under the foregoing covenant. The Chargee is not bound to seek recourse against the Borrower before requiring payment from the Guarantor and the Chargee may enforce its various remedies under this guarantee and the Loan Security or any part of it at anytime, in any manner and in any order as the Chargee may choose.

Mortgage Commitment

Notwithstanding the execution and registration of the within charge, the parties hereto agree that this Charge is subject to the terms and conditions of a Loan Commitment Letter Agreement issued on behalf of the Chargee, and a breach of any of the conditions or representations contained therein shall at the option of the Chargee constitute a default by the Chargor under the terms hereof.

Land Registration Reform Act

If any form of words contained herein is also contained in Column One of Schedule B of the Short Forms of Mortgages Act, R.S.O. 1980, Ch. 474, and distinguished by a number therein, this Charge shall be deemed to include and shall have the same effect as if it contained the form of words in Column Two of Schedule B of the said Act distinguished by the same number, and this Charge shall be interpreted as if the Short Forms of Mortgages Act were still in full force and effect. If any such form of words or any other terms of this Charge are inconsistent with any of the covenants provided for in Section 7 of the Land Registration Reform Act, 1984, any such covenant so provided for in the Land Registration Reform Act, 1984, to the extent that it is so inconsistent, is expressly excluded from the terms of this Charge.

Construction Lien Act

This Charge is not a building mortgage within the meaning of the Construction Lien Act and amendments thereto and the funds to be advanced under the Charge are not being used to repay a building mortgage.

Assignment of Rents

As additional security, the Chargor hereby assigns to the Chargee all leases already in existence and to be created in the future referable to the mortgaged premises and any buildings located thereon together with all rents to become due under the said existing or future leases and, upon an event of default as herein provided, confers upon the Chargee herein the exclusive power, to be used or not used in its sole discretion, to act as agent or to appoint a third person to act as agent for the Chargor with power to take possession of and collect all rents and profits arising from the mortgaged premises and to apply such rents and profits at the option of the Chargee to the payment of the mortgage debt, interest, insurance, taxes, cost of maintenance and operation, repairs and other expenses similar to the foregoing in such order of priority as the Chargee may in his sole discretion determine. The Chargor covenants and agrees to execute in form satisfactory to the Chargee such further and other or separate assignments of such leases as the Chargee may from time to time require, provided that nothing herein shall be deemed to have the effect of making the Chargee responsible for the collection of any rental under any such lease or any part thereof or for the performance of any covenant, term or condition either by the Chargee or the lessor in any such lease and that the Chargee shall be liable to account only for such monies as may actually come into his hands by virtue of this assignment, less proper collection charges. The Chargor further covenants and agrees that without the consent in writing of the Chargee first had and obtained, which consent shall not be unreasonably withheld, the Chargee will not accept from the lessee in any such lease or his, her, their or its heirs, executors, administrators, successors and assigns, prepayment of more than one (1) month's rent reserved by or under any such lease.

The Chargor further covenants and agrees that in respect of each and every lease aforesaid and any future leases entered into that such leases shall contain a clause which states that when required in writing by the Chargee, that any further and separate assignment shall be registered and/or filed in the Land Registry Office and that each such lessee shall further acknowledge and agree that its lease is in full force and effect, that it has accepted the leased premises and is in occupation thereof and that it is paying the rental stipulated in the lease on a current basis with no rental offsets or claims.

Land Registration Reform Act
SET OF STANDARD CHARGE TERMS
(Electronic Filing)

Filed by
Dye & Durham Co. Inc.

Filing Date: November 3, 2000
Filing Number: 200033

<i>The following Set of Standard Charge Terms shall be applicable to documents registered in electronic format under Part III of the Land Registration Reform Act, R.S.O. 1990, c. L.44 as amended (the “Land Registration Reform Act”) and shall be deemed to be included in every electronically registered charge in which this Set of standard Charge Terms is referred to by its filing number, as provided in section 9 of the Land Registration reform Act, except to the extent that the provisions of this Set of Standard Charge Terms are modified by additions, amendments or deletions in the schedule. Any charge in an electronic format of which this Set of Standard Charge Terms forms a part by reference to the above-noted filing number in such charge shall hereinafter be referred to as the “Charge”.</i>	
<i>Exclusion of Statutory Covenants</i>	1. The implied covenants deemed to be included in a charge under subsection 7(1) of the <i>Land Registration Reform Act</i> as amended or re-enacted are excluded from the Charge.
<i>Right to Charge the Land</i>	2. The Chargor now has good right, full power and lawful and absolute authority to charge the land and to give the Charge to the Chargee upon the covenants contained in the Charge.
<i>No Act to Encumber</i>	3. The Chargor has not done, committed, executed or willfully or knowingly suffered any act, deed, matter or thing whatsoever whereby or by means whereof the land, or any part or parcel thereof, is or shall or may be in any way impeached, charged, affected or encumbered in title, estate or otherwise, except as the records of the land registry office disclose.
<i>Good Title in Fee Simple</i>	4. The Chargor, at the time of the delivery for registration of the Charge, is and stands solely, rightfully and lawfully seized of a good, sure, perfect, absolute and indefeasible estate of inheritance, in fee simple, of and in the land and the premises described in the Charge and in every part and parcel thereof without any manner of trusts, reservations, limitations, provisos, conditions or any other matter or thing to alter, charge, change, encumber or defeat the same, except those contained in the original grant thereof from the Crown.
<i>Promise to Pay and Perform</i>	5. The Chargor will pay or cause to be paid to the Chargee the full principal amount and interest secured by the Charge in the manner of payment provided by the Charge, without any deduction or abatement, and shall do, observe, perform, fulfill and keep all the provisions, covenants, agreements and stipulations contained in the Charge and shall pay as they fall due all taxes, rates, levies, charges, assessments, utility and heating charges, municipal, local, parliamentary and otherwise which now are or may hereafter be imposed, charged or levied upon the land and when required shall produce for the Chargee receipts evidencing payment of the same.
<i>Interest After Default</i>	6. In case default shall be made in payment of any sum to become due for interest at the time provided for payment in the Charge, compound interest shall be payable and the sum in arrears for interest from time to time, as well after as before maturity, and both before and after default and judgement, shall bear interest at the rate provided for in the Charge. In case the interest and compound interest are not paid within the interest calculation period provided in the charge from the time of default a rest shall be made, and compound interest at the rate provided for in the Charge shall be payable on the aggregate amount then due, as well after as before maturity, and so on from time to time, and all such interest and compound interest shall be a charge upon the land.
<i>No Obligation to Advance</i>	7. Neither the preparation, execution or registration of the Charge shall bind the Chargee to advance the principal amount secured, nor shall the advance of a part of the principal amount secured bind the Chargee to advance any unadvanced portion thereof, but nevertheless the security in the land shall take effect forthwith upon delivery for registration of the Charge by the Chargor. The expenses of the examination of the title and of the Charge and valuation are to be secured by the Charge in the event of the whole or any balance of the principal amount not being advanced, the same to be charged hereby upon the land, and shall be, without demand therefore, payable forthwith with interest at the rate provided for in the Charge, and in default the Chargee’s power of sale hereby given, and all other remedies hereunder, shall be exercisable.
<i>Costs Added to Principal</i>	8. The Chargee may pay all premiums of insurance and all taxes, rates, levies, charges, assessments, utility and heating charges which shall from time to time fall due and be unpaid in respect of the land, and that such payments, together with all costs, charges, legal fees (as between solicitor and client) and expenses which may be incurred in taking, recovering and keeping possession of the land and of negotiating the Charge, investigating title, and registering the Charge and other necessary deeds, and generally in any other proceedings taken in connection with or to realize upon the security given in the Charge (including legal fees and real estate commissions and other costs incurred in leasing or selling the land or in exercising the power of entering, lease and sale contained in the Charge) shall be, with interest at the rate provided for in the Charge, a charge upon the land in favour of the Chargee pursuant to the terms of the Charge and the Chargee may pay or satisfy any lien, charge or encumbrance now existing or hereafter created or claimed upon the land, which payments with interest at the rate provided for in the Charge shall likewise be a charge upon the land in favour of the Chargee. Provided, and it is hereby further agreed, that all amounts paid by the Chargee as aforesaid shall be added to the principal amount secured by the Charge and shall be payable forthwith with interest at the rate provided for in the Charge, and on default all sums secured by the Charge shall immediately become due and payable at the option of the Chargee, and all powers in the Charge conferred shall become exercisable.
<i>Power of Sale</i>	9. The Chargee on default of payment for at least fifteen (15) days may, on at least thirty-five (35) days’ notice in writing given to the Chargor, enter on and lease the land or sell the land. Such notice shall be given to such persons and in such manner and form and within such time as provided in the <i>Mortgages Act</i>. In the event that the giving of such notice shall not be required by law or to the extent that such requirements shall not be applicable, it is agreed that notice may be effectually given by leaving it with a grown-up person on the land, if occupied, or by placing it on the land if unoccupied, or at the option of the Chargee, by mailing it in a registered letter addressed to the Chargor at his last known address, or by publishing it once in a newspaper published in the county or district in which the land is situate; and such notice shall be sufficient although not addressed to any person or persons by name or designation; and notwithstanding that any person to be affected thereby may be unknown, unascertained or under disability. Provided further, that in case default be made in the payment of the principal amount or interest or any part thereof and such default continues for two months after any payment of either falls due then the Chargee may exercise the foregoing powers of entering, leasing or selling or any of them without any notice, it being understood and agreed, however, that if the giving of notice by the Chargee shall be required by law then notice shall be given to such persons and in such manner and form and within such time as so required by law. It is hereby further agreed that the whole or any part or parts of the land may be sold by public auction or private contract, or partly

one or partly the other; and that the proceeds of any sale hereunder may be applied first in payment of any costs, charges and expenses incurred in taking, recovering or keeping possession of the land or by reason of non-payment or procuring payment of monies, secured by the Charge or otherwise, and secondly in payment of all amounts of principal and interest owing under the Charge; and if any surplus shall remain after fully satisfying the claims of the Chargee as aforesaid same shall be paid as required by law. The Chargee may sell any of the land on such terms as to credit and otherwise as shall appear to him most advantageous and for such prices as can reasonably be obtained therefore and may make any stipulations as to title or evidence or commencement of title or otherwise which he shall deem proper, and may buy in or rescind or vary any contract for the sale of the whole or any part of the land and resell without being answerable for loss occasioned thereby, and in the case of a sale on credit the Chargee shall be bound to pay the Chargor only such monies as have been actually received from purchasers after the satisfaction of the claims of the Chargee and for any of the said purposes may make and execute all agreements and assurances as he shall think fit. Any purchaser or lessee shall not be bound to see to the property or regularity of any sale or lease or be affected by express notice that any sale or lease is improper and no want of notice or publication when required hereby shall invalidate any sale or lease hereunder.

Quiet Possession

10. Upon default in payment of principal and interest under the Charge or in performance of any of the terms or conditions hereof, the Chargee may enter into and take possession of the land hereby charged and where the Chargee so enters on and takes possession or enters on and takes possession of the land on default as described in paragraph 9 herein the Chargee shall enter into, have, hold, use, occupy, possess and enjoy the land without the let, suit, hindrance, interruption or denial of the Chargor or any other person or persons whomsoever.

Right to Distrain

11. If the Chargor shall make default in payment of any part of the interest payable under the Charge at any of the dates or times fixed for the payment thereof, it shall be lawful for the Chargee to distrain therefore upon the land or any part thereof, and by distress warrant, to recover by way of rent reserved, as in the case of a demise of the land, so much of such interest as shall, from time to time, be or remain in arrears and unpaid, together with all costs, charges and expenses attending such levy or distress, as in like cases of distress for rent. Provided that the Chargee may distrain for arrears of principal in the same manner as if the same were arrears of interest.

Further Assurances

12. From an after default in the payment of the principal amount secured by the Charge or the interest thereon or any part of such principal or interest or in the doing, observing, performing, fulfilling or keeping of some one or more of the covenants set forth in the Charge then and in every such case the Chargor and all and every other person whosoever having, or lawfully claiming, or who shall have or lawfully claim any estate, right, title, interest or trust of, in, to or out of the land shall, from time to time, and at all times thereafter, at the proper costs and charges of the Chargor make, do, suffer, execute, deliver, authorize and register, or cause or procure to be made, done, suffered, executed, delivered, authorized and registered, all and every such further and other reasonable act or acts, deed or deeds, devises, conveyances and assurances in the law for further, better and more perfectly and absolutely conveying and assuring the land unto the Chargee as by the Chargee or his solicitor shall or may be lawfully and reasonably devised, advised or required.

Acceleration of Principal and Interest

13. In default of the payment of the interest secured by the Charge the principal amount secured by the Charge shall, at the option of the Chargee, immediately become payable, and upon default of payment of instalments of principal promptly as the same mature, the balance of the principal and interest secured by the Charge shall, at the option of the Chargee, immediately become due and payable. The Chargee may in writing at any time or times after default waive such default and any such waiver shall apply only to the particular default waived and shall not operate as a waiver of any other or future default.

Unapproved Sale

14. If the Chargor sells, transfers, disposes of, leases or otherwise deals with the land, the principal amount secured by the Charge shall, at the option of the Chargee, immediately become due and payable.

Partial Releases

15. The Chargee may at his discretion at all times release any part or parts of the land or any other security or any surety for the money secured under the Charge either with or without any sufficient consideration therefore, without responsibility therefore, and without thereby releasing any other part of the land or any person from the Charge or from any of the covenants contained in the Charge and without being accountable to the Chargor for the value thereof, or for any monies except those actually received by the Chargee. It is agreed that every part or lot into which the land is or may hereafter be divided does and shall stand charged with the whole money secured under the Charge and no person shall have the right to require the mortgage monies to be apportioned.

Obligation to Insure

16. The Chargor will immediately insure, unless already insured, and during the continuance of the Charge keep insured against loss or damage by fire, in such proportions upon each building as may be required by the Chargee, the buildings on the land to the amount of not less than their full insurable value on a replacement cost basis in dollars of lawful money of Canada. Such insurance shall be placed with a company approved by the Chargee. Buildings shall include all buildings whether now or hereafter erected on the land, and such insurance shall include not only insurance against loss or damage by fire but also insurance against loss or damage by explosion, tempest, tornado, cyclone, lightning and all other extended perils customarily provided in insurance policies including "all risks" insurance. The covenant to insure shall also include where appropriate or if required by the Chargee, boiler, plate glass, rental and public liability insurance in amounts and on terms satisfactory to the Chargee. Evidence of continuation of all such insurance having been effected shall be produced to the Chargee at least fifteen (15) days before the expiration thereof; otherwise the Chargee may provide therefore and charge the premium paid and interest thereon at the rate provided for in the Charge to the Chargor and the same shall be payable forthwith and shall also be a charge upon the land. It is further agreed that the Chargee may at any time require any insurance of the buildings to be cancelled and new insurance effected in a company to be named by the Chargee and also of his own accord may effect or maintain any insurance herein provided for, and any amount paid by the Chargee therefore shall be payable forthwith by the Chargor with interest at the rate provided for in the Charge and shall also be a charge upon the land. Policies of insurance herein required shall provide that loss, if any, shall be payable to the Chargee as his interest may appear, subject to the standard form of mortgage clause approved by the Insurance Bureau of Canada which shall be attached to the policy of insurance.

Obligation to Repair

17. The Chargor will keep the land and the buildings, erections and improvements thereon, in good condition and repair according to the nature and description thereof respectively, and the Chargee may, whenever he deems necessary, by his agent enter upon and inspect the land and make such repairs as he deems necessary, and the reasonable cost of such inspection and repairs with interest at the rate provided for in the Charge shall be added to the principal amount and be payable forthwith and be a charge upon the land prior to all claims thereon subsequent to the Charge. If the Chargor shall neglect to keep the buildings, erections and improvements in good condition and repair, or commits or permits any act of waste on the land (as to which the Chargee shall be sole judge) or makes default as to any of the covenants, provisos, agreements or conditions contained in the Charge or in any charge to which this charge is subject, all monies secured by the Charge shall, at the option of the Chargee, forthwith become due and payable, and in default of payment of same with interest as in the case of payment

before maturity the powers of entering upon and leasing or selling hereby given and all other remedies herein contained may be exercised forthwith.

*Building
Charge*

18. If any of the principal amount to be advanced under the Charge is to be used to finance an improvement on the land, the Chargor must so inform the Chargee in writing immediately and before any advances are made under the Charge. The Chargor must also provide the Chargee immediately with copies of all contracts and subcontracts relating to the improvement and any amendments to them. The Chargor agrees that any improvement shall be made only according to contracts, plans and specifications approved in writing by the Chargee. The Chargor shall complete all such improvements as quickly as possible and provide the Chargee with proof of payment of all contracts from time to time as the Chargee requires. The Chargee shall make advances (part payments of the principal amount) to the Chargor based on the progress of the improvement, until either completion and occupation or sale of the land. The Chargee shall determine whether or not any advances will be made and when they will be made. Whatever the purpose of the Charge may be, the Chargee may at its option hold back funds from advances until the Chargee is satisfied that the Chargor has complied with the holdback provisions of the *Construction Lien Act* as amended or re-enacted. The Chargor authorizes the Chargee to provide information about the Charge to any person claiming a construction lien on the land.

*Extensions
not to
Prejudice*

19. No extension of time given by the Chargee to the Chargor or anyone claiming under him, or any other dealing by the Chargee with the owner of the land or of any part thereof, shall in any way affect or prejudice the rights of the Chargee against the Chargor or any other person liable for the payment of the money secured by the Charge, and the Charge may be renewed by an agreement in writing at maturity for any term with or without an increased rate of interest notwithstanding that there may be subsequent encumbrances. It shall not be necessary to deliver for registration any such agreement in order to retain priority for the Charge so altered over any instrument delivered for registration subsequent to the Charge. Provided that nothing contained in this paragraph shall confer any right of renewal upon the Chargor.

*No Merger
of Covenants*

20. The taking of a judgment or judgments on any of the covenants herein shall not operate as a merger of the covenants or affect the Chargee's right to interest at the rate and times provided for in the Charge; and further that any judgment shall provide that interest thereon shall be computed at the same rate and in the same manner as provided in the Charge until the judgment shall have been fully paid and satisfied.

*Change in
Status*

21. Immediately after any change or happening affecting any of the following, namely: (a) the spousal status of the Chargor, (b) the qualification of the land as a family residence within the meaning of Part II of the *Family Law Act*, and (c) the legal title or beneficial ownership of the land, the Chargor will advise the Chargee accordingly and furnish the Chargee with full particulars thereof, the intention being that the Chargee shall be kept fully informed of the names and addresses of the owner or owners for the time being of the land and of any spouse who is not an owner but who has a right of possession in the land by virtue of Section 19 of the *Family Law Act*. In furtherance of such intention, the Chargor covenants and agrees to furnish the Chargee with such evidence in connection with any of (a), (b) and (c) above as the Chargee may from time to time request.

*Condominium
Provisions*

22. If the Charge is of land within a condominium registered pursuant to the *Condominium Act* (the Act") the following provisions shall apply. The Chargor will comply with the Act, and with the declaration, by-laws and rules of the condominium corporation (the "corporation") relating to the Chargor's unit (the unit") and provide the Chargee with proof of compliance from time to time as the Chargee may request. The Chargor will pay the common expenses for the unit to the corporation on the due dates. If the Chargee decides to collect the Chargor's contribution towards the common expenses from the Chargor, the Chargor will pay the same to the Chargee upon being so notified. The Chargee is authorized to accept a statement which appears to be issued by the corporation as conclusive evidence for the purpose of establishing the amounts of the common expenses and the dates those amounts are due. The Chargor, upon notice from the Chargee, will forward to the Chargee any notices, assessments, by-laws, rules and financial statements of the corporation that the Chargor receives or is entitled to received from the corporation. The Chargor will maintain all improvements made to the unit and repair them after damage. In addition to the insurance which the corporation must obtain, the Chargor shall insure the unit against destruction or damage by fire and other perils usually covered in fire insurance policies and against such other perils as the Chargee requires for its full replacement cost (the maximum amount for which it can be insured). The insurance company and the terms of the policy shall be reasonably satisfactory to the Chargee. This provision supersedes the provisions of paragraph 16 herein. The Chargor irrevocably authorizes the Chargee to exercise the Chargor's rights under the Act to vote, consent and dissent.

Discharge

23. The Chargee shall have a reasonable time after payment in full of the amounts secured by the Charge to deliver for registration a discharge or if so requested by law to do so, an assignment of the Charge and all legal and other expenses for preparation, execution and registration, as applicable to such discharge or assignment shall be paid by the Chargor.

Guarantee

24. Each party named in the Charge as a Guarantor hereby agrees with the Chargee as follows:
- (a) In consideration of the Chargee advancing all or part of the Principal Amount to the Chargor, and in consideration of the sum of TWO DOLLARS (\$2.00) of lawful money of Canada now paid by the Chargee to the Guarantor (the receipt and sufficiency whereof are hereby acknowledged), the Guarantor does hereby absolutely and unconditionally guarantee to the Chargee, and its successors, the due and punctual payment of all principal moneys, interest and other moneys owing on the security of the Charge and observance and performance of the covenants, agreements, terms and conditions herein contained by the Chargor, and the Guarantor, for himself and his successors, covenants with the Chargee that, if the Chargor shall at any time make a default in the due and punctual payment of any moneys payable hereunder, the Guarantor will pay all such moneys to the Chargee without any demand being required to be made.
 - (b) Although as between the Guarantor and the Chargor, the Guarantor is only surety for the payment by the Chargor of the moneys hereby guarantee, as between the Guarantor and the Chargee, the Guarantor shall be considered as primarily liable therefore and it is hereby further expressly declared that no release or releases of any portion or portions of the land; no indulgence shown by the Chargee in respect of any default by the Chargor or any successor thereof which may arise under the Charge; no extension or extensions granted by the Chargee to the Chargor or any successor thereof for payment of the moneys hereby secured or for the doing, observing or performing of any covenant, agreement, term or condition herein contained to be done, observed or performed by the Chargor or any successor thereof; no variation in or departure from the provisions of the Charge; no release of the Chargor or any other thing whatsoever whereby the Guarantor as surety only would or might have been released shall in any way modify, alter, vary or in any way prejudice the Chargee or affect the liability of the Guarantor in any way under this covenant, which shall continue and be binding on the Guarantor, and as well after as before maturity of the Charge and both before and after default and judgment, until the said moneys are fully paid and satisfied.
 - (c) Any payment by the Guarantor of any moneys under this guarantee shall not in any event be taken to affect

the liability of the Chargor for payment thereof but such liability shall remain unimpaired and enforceable by the Guarantor against the Chargor and the Guarantor shall, to the extent of any such payments made by him, in addition to all other remedies, be subrogated as against the Chargor to all the rights, privileges and powers to which the Chargee was entitled prior to payment by the Guarantor; provided nevertheless, that the Guarantor shall not be entitled in any event to rank for payment against the lands in competition with the Chargee and shall not, unless and until the whole of the principal, interest and other moneys owing on the security of the Charge shall have been paid, be entitled to any rights or remedies whatsoever in subrogation to the Chargee.

- (d) All covenants, liabilities and obligations entered into or imposed hereunder upon the Guarantor shall be equally binding upon his successors. Where more than one party is named as Guarantor all such covenants, liabilities and obligations shall be joint and several.
- (e) The Chargee may vary any agreement or arrangement with or release the Guarantor, or any one or more of the Guarantors if more than one party is named as Guarantor, and grant extensions of time or otherwise deal with the Guarantor and his successors without any consent on the part of the Chargor or any other Guarantor or any successor thereof.

Severability

- 25. It is agreed that in the event that at any time any provision of the Charge is illegal or invalid under or inconsistent with provisions of any applicable statute, regulation thereunder or other applicable law or would by reason of the provisions of any such statute, regulation or other applicable law render the Chargee unable to collect the amount of any loss sustained by it as a result of making the loan secured by the Charge which it would otherwise be able to collect under such statute, regulation or other applicable law then, such provision shall not apply and shall be construed so as not to apply to the extent that it is so illegal, invalid or inconsistent or would so render the Chargee unable to collect the amount of any such loss.

Interpretation

- 26. In construing these covenants the words “Charge”, “Chargee”, “Chargor”, “land” and “successor” shall have the meanings assigned to them in Section 1 of the *Land Registration Reform Act* and the words “Chargor” and “Chargee” and the personal pronouns “he” and “his” relating thereto and used therewith, shall be read and construed as “Chargor” or “Chargors”, “Chargee” or “Chargees”, and “he”, “she”, “they” or “it”, “his”, “her”, “their” or “its”, respectively, as the number and gender of the parties referred to in each case require, and the number of the verb agreeing therewith shall be construed as agreeing with the said word or pronoun so substituted. And that all rights, advantages, privileges, immunities, powers and things hereby secured to the Chargor or Chargors, Chargee or Chargees, shall be equally secured to and exercisable by his, her, their or its heirs, executors, administrators and assigns or successors and assigns as the case may be. The word “successor” shall also include successors and assigns of corporations including amalgamated and continuing corporations. And that all covenants, liabilities and obligations entered into or imposed hereunder upon the Chargor or Chargors, Chargee or Chargees, shall be equally binding upon his, her, their or its heirs, executors, administrators and assigns, or successors and assigns, as the case may be, and that all such covenants and liabilities and obligations shall be joint and several.

Paragraph headings

- 27. The paragraph headings in these standard charge terms are inserted for convenience of reference only and are deemed not to form part of the Charge and are not to be considered in the construction or interpretation of the Charge or any part thereof.

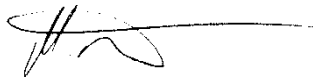
Date of Charge

- 28. The Charge, unless otherwise specifically provided, shall be deemed to be dated as of the date of delivery for registration of the Charge.

Effect of Delivery of Charge

- 29. The delivery of the Charge for registration by direct electronic transfer shall have the same effect for all purposes as if such Charge were in written form, signed by the parties thereto and delivered to the Chargee. Each of the Chargor and, if applicable, the spouse of the Chargor and other party to the Charge agrees not to raise in any proceeding by the Chargee to enforce the Charge any want or lack of authority on the part of the person delivering the Charge for registration to do so.

***THIS IS EXHIBIT "E" TO THE
AFFIDAVIT OF GEORGE CHRISTOPHER DANGERFIELD
SWORN BEFORE ME THIS 18th
DAY OF JULY, 2025***

A handwritten signature in black ink, consisting of a stylized 'H' followed by a long horizontal stroke.

A Commissioner Etc.

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

Properties

PIN 05263 - 0168 LT

Description PART LOT 27 CONCESSION 2 MONTAGUE; PART SW 1/2 LOT 28 CONCESSION 2 MONTAGUE; PART NE 1/2 LOT 28 CONCESSION 2 MONTAGUE; PART LOT 29 CONCESSION 2 MONTAGUE, PARTS 1 AND 2 PLAN 27R9498, SAVE AND EXCEPT PART 1 PLAN 27R9880; SUBJECT TO AN EASEMENT AS IN RS71110; SUBJECT TO AN EASEMENT OVER PART 2 PLAN 27R9498 IN FAVOUR OF PART LOT 29 CONCESSION 2 MONTAGUE PART 1 PLAN 27R9880 AS IN LC112319; TOWN OF SMITHS FALLS

Address SMITHS FALLS

PIN 05265 - 0239 LT

Description PT LT 27,28,29 & 30 CON 3 MONTAGUE PARTS 5 AND 6 PLAN 27R9498; S/T RS71110; SUBJECT TO AN EASEMENT OVER PT 6 PL 27R9498 IN FAVOUR OF PT LT 29 CON 2 MONTAGUE PT 1 PL 27R9880 AS IN LC112319; TOWN OF SMITHS FALLS

Address 361 QUEEN STREET
SMITHS FALLS

PIN 05265 - 0336 LT

Description RDAL BTN CON 2 & 3 MONTAGUE BEING PART 1 ON 27R9609 AND PARTS 3,4 ON 27R9498 CLOSED BY BYLAW LC93863; SUBJECT TO AN EASEMENT OVER PT 4 PL 27R9498 IN FAVOUR OF PT LT 29 CON 2, MONTAGUE PT 1 PL 27R9880 AS IN LC112319; TOWN OF SMITHS FALLS

Address SMITHS FALLS

Consideration

Consideration \$ 0.00

Applicant(s)

The notice is based on or affects a valid and existing estate, right, interest or equity in land

Name TAG GALLIPEAU CORPORATION

Address for Service 62 Bacchus Island Road, R.R.#1, Smiths Falls, ON K7A 5B8

I, Joseph Gallipeau, President, have the authority to bind the corporation.

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

Party To(s)	Capacity	Share
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Name	WESTBORO MANAGEMENT LTD.	General Partner
Address for Service	267 Richmond Road, 2nd Floor, Ottawa, ON K1Z 6X3	

I, Ross McHardy, President, have the authority to bind the corporation

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

I am a general partner, the firm name of the Limited Partnership is Westboro Mortgage Investment LP.

Statements

This notice is pursuant to Section 71 of the Land Titles Act.

This notice may be deleted by the Land Registrar when the registered instrument, LC170326 registered on 2016/11/22 to which this notice relates is deleted

Schedule: The parties agree to amend Charge registered as Instrument No. LC170326 on November 22, 2016 as follows: PRINCIPAL \$4,000,000.00; PAYMENTS \$30,840.86. All other terms and conditions shall remain the same.

I Paul Howard solicitor make the following law statement the Guarantors, Joseph Gallipeau and Graham Hall, have consented to the Amendments and the registration of this Notice..

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

Signed By

Paul Thomas Howard	2 Main St. East Smiths Falls K7A 1A2	acting for Applicant(s)	Signed	2017 07 07
Tel 613-283-6772				
Fax 613-283-8840				

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

Submitted By

HOWARD KELFORD & DIXON	2 Main St. East Smiths Falls K7A 1A2	2017 07 07
Tel 613-283-6772		
Fax 613-283-8840		

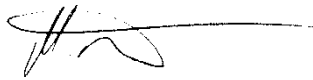
Fees/Taxes/Payment

Statutory Registration Fee	\$63.35
Total Paid	\$63.35

File Number

Applicant Client File Number : 16-1327(A)

***THIS IS EXHIBIT "F" TO THE
AFFIDAVIT OF GEORGE CHRISTOPHER DANGERFIELD
SWORN BEFORE ME THIS 18th
DAY OF JULY, 2025***



A Commissioner Etc.

Properties

PIN	05263 - 0168 LT
Description	PART LOT 27 CONCESSION 2 MONTAGUE; PART SW 1/2 LOT 28 CONCESSION 2 MONTAGUE; PART NE 1/2 LOT 28 CONCESSION 2 MONTAGUE; PART LOT 29 CONCESSION 2 MONTAGUE, PARTS 1 AND 2 PLAN 27R9498, SAVE AND EXCEPT PART 1 PLAN 27R9880; SUBJECT TO AN EASEMENT AS IN RS71110; SUBJECT TO AN EASEMENT OVER PART 2 PLAN 27R9498 IN FAVOUR OF PART LOT 29 CONCESSION 2 MONTAGUE PART 1 PLAN 27R9880 AS IN LC112319; TOWN OF SMITHS FALLS
Address	SMITHS FALLS
PIN	05265 - 0239 LT
Description	PT LT 27,28,29 & 30 CON 3 MONTAGUE PARTS 5 AND 6 PLAN 27R9498; S/T RS71110; SUBJECT TO AN EASEMENT OVER PT 6 PL 27R9498 IN FAVOUR OF PT LT 29 CON 2 MONTAGUE PT 1 PL 27R9880 AS IN LC112319; TOWN OF SMITHS FALLS
Address	3312 HIGHWAY 43 SMITHS FALLS
PIN	05265 - 0336 LT
Description	RDAL BTN CON 2 & 3 MONTAGUE BEING PART 1 ON 27R9609 AND PARTS 3,4 ON 27R9498 CLOSED BY BYLAW LC93863; SUBJECT TO AN EASEMENT OVER PT 4 PL 27R9498 IN FAVOUR OF PT LT 29 CON 2, MONTAGUE PT 1 PL 27R9880 AS IN LC112319; TOWN OF SMITHS FALLS
Address	SMITHS FALLS

Consideration

Consideration \$0.00

Applicant(s)

The notice is based on or affects a valid and existing estate, right, interest or equity in land

Name TAG GALLIPEAU CORPORATION

Address for Service 361 Queen Street, Smiths Falls, ON K7A 0A6

I, Joseph Gallipeau, President, have the authority to bind the corporation.

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

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

Name	WESTBORO MANAGEMENT LTD.	General Partner
Address for Service	267 Richmond Road, 2nd Floor, Ottawa, ON K1Z 6X3	

I, Ross McHardy, President, have the authority to bind the corporation

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

I am a general partner, the firm name of the Limited Partnership is Westboro Mortgage Investment LP.

Statements

This notice is pursuant to Section 71 of the Land Titles Act.

This notice may be deleted by the Land Registrar when the registered instrument, LC170326 registered on 2016/11/22 to which this notice relates is deleted

Schedule: The parties agree to amend Charge registered as Instrument No. LC170326 on November 22, 2016 and Notice registered as Instrument No. LC176646 on July 7, 2017 as follows: PRINCIPAL \$4,500,000.00; PAYMENTS: \$34,695.96. All other terms and conditions shall remain the same.

I Andrew Howard solicitor make the following law statement the Guarantors, Joseph Gallipeau and Graham Hall, have consented to the Amendments and the registration of this notice.

Signed By

Andrew John Philip Howard	2 Main St. East Smiths Falls K7A 1A2	acting for Applicant(s)	Signed	2017 09 12
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Tel 613-283-6772

Fax 613-283-8840

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

Submitted By

HOWARD KELFORD & DIXON

2 Main St. East
Smiths Falls
K7A 1A2

2017 09 12

Tel 613-283-6772

Fax 613-283-8840

Fees/Taxes/Payment

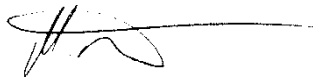
Statutory Registration Fee \$63.35

Total Paid \$63.35

File Number

Applicant Client File Number : 16-1327(A)

***THIS IS EXHIBIT "G" TO THE
AFFIDAVIT OF GEORGE CHRISTOPHER DANGERFIELD
SWORN BEFORE ME THIS 18th
DAY OF JULY, 2025***

A handwritten signature in black ink, appearing to be "H. R.", written over a horizontal line.

A Commissioner Etc.

GUARANTEE

AGREEMENT made this day of June, 2017 by Joseph Gailipeau and Dr. Graham Hall (the "Guarantors") to and in favour of Westboro Management Ltd. as general partner of the limited partnership Westboro Mortgage Investment LP (the "Creditor").

IN CONSIDERATION of the sum of \$10 and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Guarantors agree with the Creditor as follows:

1. Guaranteed Obligations

The Guarantors jointly and severally, irrevocably and unconditionally guarantee the due and punctual payment and performance of all debts, liabilities and obligations (collectively the "Guaranteed Obligations") of Tag Gailipeau Corporation (the "Debtor") to the Creditor whenever, however or wherever incurred and any ultimate unpaid balance thereof, including but not limited to those of the Debtor to the Creditor under the mortgage with a principal of \$4,000,000.00 registered against 361 Queen Street, Smiths Falls, Ontario, K7A 4S6 (the "Mortgage").

2. Costs and expenses

The Guarantors agree to pay the Creditor, upon demand, all out-of-pocket costs and expenses (including, without limitation, legal fees on a solicitor and client basis) incurred by or on behalf of the Creditor in connection with enforcing any of its rights against the Debtor in respect of the Guaranteed Obligations or against the Guarantors.

3. Right to immediate payment

The Creditor shall not be bound to seek or exhaust its recourse against the Debtor or any other persons or to realize on any securities it may hold in respect of the Guaranteed Obligations before being entitled to payment from the Guarantors under this agreement and the Guarantors renounce all benefits of discussion and division.

4. Payment on demand

The liability of the Guarantors shall be payable immediately upon written demand and such demand shall be conclusively deemed to have been effectually made and given when an envelope containing such demand, addressed to the Guarantors, is delivered to the attention of the Guarantors at the addresses of the Guarantors set forth in this agreement or at such other address as the Guarantors may from time to time designate to the Creditor in writing. The liability of the Guarantors shall bear interest from the date of such demand and both before and after judgment at the rate of 8.99 per cent per annum, calculated semi-annually not in advance.

5. Statement of accounts

Any account settled or stated by or between the Creditor and the Debtor, or if any such account has not been so stated or settled prior to any demand for payment, any account stated by the Creditor shall, in the absence of manifest error, be accepted by the Guarantors as conclusive evidence that the amount of the Guaranteed Obligations so settled or stated is due and payable by the Debtor to the Creditor.

6. Liability absolute

The liability of the Guarantors shall be absolute and unconditional irrespective of:

- (a) the invalidity, unenforceability or illegality, in whole or in part, of any agreements, instruments or other documents held by the Creditor to create, represent or evidence any Guaranteed Obligations;
- (b) any defence, counterclaim or right of set-off available to the Debtor;
- (c) any change in the name, objects, capital, constituting documents or by-laws of the Debtor;
- (d) any amalgamation, merger or re-organization of the Debtor or, if a partnership, in the firm, including, without limitation, by reason of the death, retirement or admission for membership of any partners (in which case this agreement shall apply to the corporation or partnership, as the case may be, resulting or continuing therefrom); or
- (e) any other circumstances which might otherwise constitute, in whole or in part, a defence available to, or a discharge of, the Guarantors, the Debtor or any other persons, firms or corporations in respect of the Guaranteed Obligations or the liability of the Guarantors.

7. Dealings by Creditor

The Creditor may, without giving notice to or obtaining the consent of the Guarantors, grant extensions of time and other indulgences, take and give up securities, securities, accept compositions, grant releases and discharges, whether full, partial, conditional or otherwise, perfect or fail to perfect any securities, release any undertaking, property or assets charged by any securities to third parties and otherwise deal or fail to deal with the Debtor and others (including, without limitation, any other guarantors) and securities, hold any moneys received from the Debtor and others or from any securities unappropriated, apply such moneys against such part of the Guaranteed Obligations and change any such application in whole or in part from time to time, all as the Creditor may see fit, without prejudice to or in any way discharging or diminishing the liability of the Guarantors and no loss of or in respect of any securities

received by the Creditor from the Debtor or any other persons, whether occasioned through the fault of the Creditor or otherwise, shall in any way discharge or diminish the liability of the Guarantors.

8. Liability as principal debtor

All debts, liabilities and obligations purporting to be incurred by the Debtor and owing to the Creditor shall form part of the Guaranteed Obligations despite any incapacity, disability, or lack or limitation of status or power of the Debtor or any of its directors, officers or agents or that the Debtor may not be a legal entity or any irregularity or defect or informality in the incurring of such debts, liabilities or obligations and any such debts, liabilities and obligations which may not be recoverable from the Guarantors as guarantors shall be recoverable from the Guarantors as principal debtor upon demand and with interest, calculated and payable as provided in this agreement.

9. Continuing nature and reinstatement

This agreement is a continuing guarantee and shall apply to and secure payment of all Guaranteed Obligations and any ultimate unpaid balance thereof. This agreement shall be reinstated if at any time any payment of any Guaranteed Obligations is rescinded or must otherwise be returned by the Creditor upon the insolvency, bankruptcy or reorganization of the Debtor or for any other reason whatsoever, all as though such payment had not been made.

10. Liquidation, bankruptcy, etc.

In the event of any liquidation, winding up or bankruptcy of the Debtor (whether voluntary or compulsory) or in the event that the Debtor shall make a bulk sale of any of its assets within the bulk transfer provisions of any applicable legislation or any composition with creditors or scheme of arrangement, the Creditor shall have the right to rank in priority to the Guarantors for its claim in respect of the Guaranteed Obligations and to receive all dividends or other payments in respect thereof until its claim has been paid in full, all without prejudice to its claim against the Guarantors who shall continue to be liable for any remaining unpaid balance of the Guaranteed Obligations. In the event of any valuation or retention by the Creditor of any securities, such valuation or retention shall not, as between the Creditor and the Guarantors, be considered payment, satisfaction or reduction of any Guaranteed Obligations.

11. Waiver of subrogation rights

In the event that the Creditor receives any payments on account of the liability of the Guarantors, the Guarantors shall not have, and waives to the extent required, all rights to claim repayment from or against the Debtor and any other guarantors and all rights to be subrogated to any rights of the Creditor, until the Guaranteed Obligations have been paid in full.

12. No rights of set-off

All amounts payable by the Guarantors shall be paid without set-off or counterclaim and without any deduction or withholding whatsoever unless and to the extent that the Guarantors shall be prohibited by law from doing so, in which case the Guarantors shall pay to the Creditor such additional amount as shall be necessary to ensure that the Creditor receives the full amount it would have received if no such deduction or withholding had been made.

13. Entire agreement

There are no representations, conditions, agreements or understandings with respect to this agreement or affecting the liability of the Guarantors other than as set forth or referred to in this agreement and those attached to the Mortgage or the Commitment between the Debtor and Creditor.

14. Additional security

This agreement is in addition and without prejudice to any security of any kind (including, without limitation, any guarantees, whether or not in the same form as this agreement) held by the Creditor.

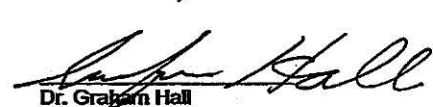
15. Further assurances

The Guarantors shall from time to time upon the request of the Creditor, execute and deliver, under seal or otherwise, all such further agreements, instruments and documents and do all such further acts and things as the Creditor may require to give effect to the transactions contemplated by this agreement.

16. Successors, assigns and governing law

This agreement shall enure to the benefit of and be binding upon the respective heirs, legal representatives, successors and assigns of the Guarantors and the Creditor and shall be governed by and construed in accordance with the laws of Canada. The Guarantors irrevocably submit to the jurisdiction of the courts of Ontario in any action or proceeding arising out of or relating to this agreement but nothing shall prevent the Creditor from enforcing this agreement or any related judgment against the Guarantors in any other jurisdiction.

SIGNED, SEALED AND DELIVERED at Ottawa, Ontario this 18th day of June, 2017.

 _____ Witness	 _____ Joseph Gailipeau
 _____ Witness	 _____ Dr. Graham Hall

***THIS IS EXHIBIT "H" TO THE
AFFIDAVIT OF GEORGE CHRISTOPHER DANGERFIELD
SWORN BEFORE ME THIS 18th
DAY OF JULY, 2025***

A handwritten signature in black ink, consisting of a stylized 'H' followed by a horizontal line and a small flourish.

A Commissioner Etc.

Properties

PIN

05263 - 0168 LT

Description

PART LOT 27 CONCESSION 2 MONTAGUE; PART SW 1/2 LOT 28 CONCESSION 2 MONTAGUE; PART NE 1/2 LOT 28 CONCESSION 2 MONTAGUE; PART LOT 29 CONCESSION 2 MONTAGUE, PARTS 1 AND 2 PLAN 27R9498, SAVE AND EXCEPT PART 1 PLAN 27R9880; SUBJECT TO AN EASEMENT AS IN RS71110; SUBJECT TO AN EASEMENT OVER PART 2 PLAN 27R9498 IN FAVOUR OF PART LOT 29 CONCESSION 2 MONTAGUE PART 1 PLAN 27R9880 AS IN LC112319; TOWN OF SMITHS FALLS

Address

SMITHS FALLS

PIN

05265 - 0239 LT

Description

PT LT 27,28,29 & 30 CON 3 MONTAGUE PARTS 5 AND 6 PLAN 27R9498; S/T RS71110; SUBJECT TO AN EASEMENT OVER PT 6 PL 27R9498 IN FAVOUR OF PT LT 29 CON 2 MONTAGUE PT 1 PL 27R9880 AS IN LC112319; TOWN OF SMITHS FALLS

Address

361 QUEEN STREET
SMITHS FALLS

PIN

05265 - 0336 LT

Description

RDAL BTN CON 2 & 3 MONTAGUE BEING PART 1 ON 27R9609 AND PARTS 3,4 ON 27R9498 CLOSED BY BYLAW LC93863; SUBJECT TO AN EASEMENT OVER PT 4 PL 27R9498 IN FAVOUR OF PT LT 29 CON 2, MONTAGUE PT 1 PL 27R9880 AS IN LC112319; TOWN OF SMITHS FALLS

Address

SMITHS FALLS

Applicant(s)

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

Name

TAG GALLIPEAU CORPORATION

Address for Service

62 Bacchus Island Road, RR #1
Smith Falls, ON
K7A 5B8

I, JOSEPH GALLIPEAU, President, have the authority to bind the corporation.
This document is not authorized under Power of Attorney by this party.

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

Name	WESTBORO MANAGEMENT LTD.	General Partner
Address for Service	267 Richmond Road, 2nd floor, OTTAWA, Ontario K1Z 6X3	

I am a general partner, the firm name of the Limited Partnership is Westboro Mortgage Investment LP.

Statements

The applicant applies for the entry of a notice of general assignment of rents.
This notice may be deleted by the Land Registrar when the registered instrument, LC170326 registered on 2016/11/22 to which this notice relates is deleted
Schedule: See Schedules

Signed By

Paul Thomas Howard	2 Main St. East Smiths Falls K7A 1A2	acting for Applicant(s)	Signed	2016 11 22
Tel 613-283-6772				
Fax 613-283-8840				
I have the authority to sign and register the document on behalf of all parties to the document.				
Paul Thomas Howard	2 Main St. East Smiths Falls K7A 1A2	acting for Party To (s)	Signed	2016 11 22
Tel 613-283-6772				
Fax 613-283-8840				
I have the authority to sign and register the document on behalf of all parties to the document.				

LRO # 27 **Notice Of Assignment Of Rents-General**
The applicant(s) hereby applies to the Land Registrar.

Registered as LC170327 on 2016 11 22 at 15:59
yyyy mm dd Page 2 of 5

Submitted By

HOWARD KELFORD & DIXON	2 Main St. East Smiths Falls K7A 1A2	2016 11 22
Tel 613-283-6772		
Fax 613-283-8840		

Fees/Taxes/Payment

Statutory Registration Fee	\$63.35
Total Paid	\$63.35

ASSIGNMENT OF RENTS

THIS INDENTURE made 11th this day of November, 2016.

BETWEEN:

TAG GALLIPEAU CORPORATION

hereinafter called the "Assignor"

OF THE FIRST PART,

and

WESTBORO MANAGEMENT LTD.

as general partner of the limited partnership Westboro Mortgage Investment LP

hereinafter called the "Assignee"

OF THE SECOND PART.

WHEREAS, by a Mortgage commitment dated October 19, 2016, and registered in the Land Registry Office for the Land Titles Division of Lanark No. 27 as instrument No. _____ the Assignor herein did grant and mortgage unto the Assignee herein the lands and premises more particularly described as PART LOT 27 CONCESSION 2 MONTAGUE; PART SW 1/2 LOT 28 CONCESSION 2 MONTAGUE; PART NE 1/2 LOT 28 CONCESSION 2 MONTAGUE; PART LOT 29 CONCESSION 2 MONTAGUE, PARTS 1 AND 2 PLAN 27R9498, SAVE AND EXCEPT PART 1 PLAN 27R9880; SUBJECT TO AN EASEMENT AS IN RS71110; SUBJECT TO AN EASEMENT OVER PART 2 PLAN 27R9498 IN FAVOUR OF PART LOT 29 CONCESSION 2 MONTAGUE PART 1 PLAN 27R9880 AS IN LC112319; TOWN OF SMITHS FALLS; PT LT 27,28,29 & 30 CON 3 MONTAGUE PARTS 5 AND 6 PLAN 27R9498; S/T RS71110; SUBJECT TO AN EASEMENT OVER PT 6 PL 27R9498 IN FAVOUR OF PT LT 29 CON 2 MONTAGUE PT 1 PL 27R9880 AS IN LC112319; TOWN OF SMITHS FALLS; RDAL BTN CON 2 & 3 MONTAGUE BEING PART 1 ON 27R9609 AND PARTS 3,4 ON 27R9498 CLOSED BY BYLAW LC93863; SUBJECT TO AN EASEMENT OVER PT 4 PL 27R9498 IN FAVOUR OF PT LT 29 CON 2, MONTAGUE PT 1 PL 27R9880 AS IN LC112319; TOWN OF SMITHS FALLS which Mortgage secures payment of the sum of **THREE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$3,500,000.00)** and interest as therein mentioned and which Mortgage is hereinafter referred to as "the Mortgage". Whenever in this indenture reference is made to the Mortgage, it shall be deemed to include any renewals or extensions thereof and any Mortgage taken in substitution therefor either in whole or in part;

AND WHEREAS it is a condition of the lending of the monies secured or to be secured by the Mortgage, that the Assignor should assign to the Assignee, its successors and assigns, the rents reserved and payable and/or intended to be reserved and payable under, and all advantages and benefits to be derived from, leases of premises erected on the lands and premises (the "Leases") now or hereafter entered into by the Assignor as landlord with tenants thereof (Lessees) and including without limitation the specific leases as additional security for the payment of the money secured by the Mortgage, and for the performance of the covenants contained therein;

AND WHEREAS it is agreed that notwithstanding anything in this Indenture contained, the Assignee is not to be bound to advance the said mortgage monies or any unadvanced portion thereof;

NOW THEREFORE THIS INDENTURE WITNESSETH that the Assignor in consideration of the premises, the making of the said Mortgage, and the sum of One (\$1.00) Dollar now paid by the Assignee to the Assignor (the receipt whereof is hereby acknowledged), doth covenant and agree with the Assignee as follows:

1. The Assignor hereby irrevocably transfers, assigns, and sets over to the Assignee all rents reserved and payable under the Leases and all benefits and advantages to be derived therefrom, to hold and receive the same unto the said Assignee, its successors and assigns.
2. The Assignor covenants and agrees with the Assignee that the Assignor will not, without the consent in writing of the Assignee, permit any prepayment of rents payable under any of the Leases that will result in more than two months' of such rents being prepaid under such Leases, or variation, cancellation or surrender of any of the Leases, or of the terms, covenants, provisos or conditions thereof.

3. The Assignor covenants with the Assignee to perform and observe all the covenants, conditions and obligations binding upon it under the Leases.

4. The Assignor covenants and agrees irrevocably with the Assignee that the Assignee shall have the right to sue for payment and/or for enforcing anything in this Indenture herein contained in any or all of the following ways:

(a) in its own name;

(b) in the name of the Assignor, and

(c) in the names of both the Assignor and the Assignee jointly.

5. The Assignor agrees to assign any of the said Leases to the Assignee upon request should the Assignee deem such assignment advisable for the protection of its security, such assignment to be on a form to be prepared by the Assignee's solicitors in such case.

6. PROVIDED, however, that until notified to the contrary in writing the Lessees shall pay the rent reserved under the Leases, (but only to the extent that the same may be due and payable under the Leases) to the said Assignor and any notice to the contrary required by this proviso may be effectively given by sending the same by registered mail to any Lessee at its premises on the lands and premises or by delivering the same personally to any Lessee, or an officer of such Lessee.

7. The Assignor does hereby declare that any direction or request from the Assignee to pay the rents reserved to the Assignee shall be sufficient warrant and authority to the said Lessee to make such payments, and the payments of the said rentals to the Assignee shall be and operate as a discharge of the said rents to the said Lessee.

8. The Assignor covenants and agrees with the Assignee not to renew nor extend any of the Leases at rentals reserved and payable of lesser amounts than are now reserved and payable under such Leases unless compelled to do so as the result of an Arbitration Award, or with the consent of the Assignee.

9. The Assignee covenants and agrees with the Assignor to release this Assignment of Rents upon payment in full of the Mortgage in accordance with the terms thereof and that the Assignee will, at the request and cost of the Assignor, reassign any unmatured rents to the Assignor. In the absence of such a request the delivery to the Assignor of a discharge or cessation of the Mortgage shall operate as a release and reassignment of such rents.

10. The Assignor hereby covenants and agrees to and with the Assignee that this Assignment and everything herein contained shall be irrevocable without the consent of the Assignee.

11. This Assignment of Rents shall take effect automatically but only on default under the mortgage.

12. PROVIDED that nothing in this Indenture contained shall be deemed to have the effect of making the Assignee responsible for the collection of the said rents or any part thereof or for the performance of any covenants, terms or conditions either by the Assignor or by the Lessees contained in any of the said Leases, and that the Assignee shall not by virtue of these presents be deemed a mortgagee in possession of the lands and premises and the Assignee shall not be liable to account for any monies other than those actually received by it by virtue of these presents.

13. PROVIDED FURTHER that as farther security to the Charge, the Borrower agrees to grant to the Mortgagee (upon thirty (30) days prior notice in writing) a specific assignment of leases of premises in the building on the lands comprising the security of this Charge.

14. IT IS AGREED that waiver of or failure to enforce at any time or from time to time any of the rights of the Assignee under or by virtue of this Indenture shall not prejudice the Assignee's rights in the event of the breach, default or other occasion for the exercise of such rights again occurring.

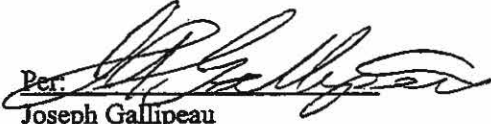
15. IT IS HEREBY DECLARED AND AGREED that these presents and everything herein contained shall enure to the benefit of and be binding upon the parties hereto and each of their respective successors and assigns.

IN WITNESS WHEREOF the Assignor has hereunto affixed its corporate seal under the hands of its proper signing officers duly authorized in that behalf.

SIGNED, SEALED AND DELIVERED

WITNESS

TAG GALLIPEAU CORPORATION

Per: 
Joseph Gallipeau
President

***THIS IS EXHIBIT "I" TO THE
AFFIDAVIT OF GEORGE CHRISTOPHER DANGERFIELD
SWORN BEFORE ME THIS 18th
DAY OF JULY, 2025***

A handwritten signature in black ink, consisting of a stylized 'H' followed by a horizontal line and a small flourish.

A Commissioner Etc.



PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM (ONTARIO) ENQUIRY RESULTS

Prepared for : Chaitons LLP - Lynda Christodoulou
Search ID : 1040093
Date Processed : 7/18/2025 11:38:47 AM
Report Type : PPSA Electronic Response
Search Conducted on : TAG GALLIPEAU CORPORATION
Search Type : Business Debtor

DISCLAIMER :

This report has been generated using data provided by the Personal Property Registration Branch, Ministry of Government Services, Government of Ontario. No liability is undertaken regarding its correctness, completeness, or the interpretation and use that are made of it.

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

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

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: TAG GALLIPEAU CORPORATION

FILE CURRENCY: July 17, 2025

RESPONSE CONTAINS: APPROXIMATELY 1 FAMILIES and 1 PAGES.

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

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

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

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: TAG GALLIPEAU CORPORATION

FILE CURRENCY: July 17, 2025

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 1 OF 1 ENQUIRY PAGE : 1 OF 1

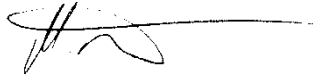
SEARCH : BD : TAG GALLIPEAU CORPORATION

00 FILE NUMBER : 724530402 EXPIRY DATE : 01FEB 2027 STATUS :
01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :
REG NUM : 20170201 1446 1590 6230 REG TYP: P PPSA REG PERIOD: 10
02 IND DOB : IND NAME:
03 BUS NAME: TAG GALLIPEAU CORPORATION
OCN :
04 ADDRESS : 361 QUEEN ST
CITY : SMITHS FALLS PROV: ON POSTAL CODE: K7A 0A6
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
VISTA CREDIT CORP.
09 ADDRESS : 205-6 GURDWARA RD
CITY : OTTAWA PROV: ON POSTAL CODE: K2E 8A3
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X
YEAR MAKE MODEL V.I.N.
11
12
GENERAL COLLATERAL DESCRIPTION
13 14 NAVIEN BOILERS
14 1 GLOBAL TARDIF GT VISION LIFT ELEVATOR
15
16 AGENT: VISTA CREDIT CORP.
17 ADDRESS : 205 - 6 GURDWARA RD.
CITY : OTTAWA PROV: ON POSTAL CODE: K2E 8A3
LAST SCREEN

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

***THIS IS EXHIBIT "J" TO THE
AFFIDAVIT OF GEORGE CHRISTOPHER DANGERFIELD
SWORN BEFORE ME THIS 18th
DAY OF JULY, 2025***

A handwritten signature in black ink, appearing to be "H. R.", written over a horizontal line.

A Commissioner Etc.

Tax Certificate

Municipal Act, R.S.O. 2001, c:M45; s.352; 2001

Issued By			Title		Location			
Vicki Thompson			Tax Collector		County Rd 43			
Prepared For					Legal Description			
CHAITONS LLP 5000 Yonge Street 10th Floor TORONTO ON M2N 7E9					MONTAGUE CON 2 PT LOTS 27 TO 29 MONTAGUE CON 3 PT LOTS 27 TO 30 PT RD ALLOW RP 27R9498 PARTS 2 TO 6 PT PART 1 RP 27R9609 PART 1			
Primary Owner								
TAG Gallipeau Corporation								
Roll Number			Short Roll					
09-04-901-035-20902-0000			90103520902					
Past Due	Year	Taxes		Penalty	Total Past Due		Date Printed	Certificate Date
	2021	\$173,462.66		\$18,706.91	\$192,169.57		March 8, 2022	March 8, 2022
	2020	\$0.00		\$0.00	\$0.00		Certificate Number	Certificate Fee
	2019	\$0.00		\$0.00	\$0.00		7068	\$40.00
	2018	\$0.00		\$0.00	\$0.00		Last Year's Taxes	Current
	2017	\$0.00		\$0.00	\$0.00		\$133,896.41	\$119,834.03
Due Date		Billing Date	Description			Levied	Outstanding	Past Due
04/29/2022		02/02/2022	Interim			\$33,474.11	\$33,474.11	\$0.00
02/28/2022		02/02/2022	Interim			\$33,474.09	\$33,474.09	\$33,474.09
03/03/2022		03/03/2022	Penalty			\$418.43	\$418.43	\$418.43
03/07/2022		03/07/2022	Water Arrears charged to taxes			\$52,885.83	\$52,885.83	\$52,885.83

Interest has been calculated to the end of the month in which this certificate is issued. If payment is not made before the end of the month further interest will be added at a rate of 1.25% per month. This certificate does not include any supplementary taxes not yet billed. NOTE: If the Final Water Bill is not paid, it will be added to this Tax Account.

Total Current:	\$120,252.46
Total Arrears:	\$192,169.57
Unapplied Payments/Credits:	\$0.00
Total Outstanding:	\$312,422.03

Vicki Thompson
Tax Collector

File No. 69419

***THIS IS EXHIBIT "K" TO THE
AFFIDAVIT OF GEORGE CHRISTOPHER DANGERFIELD
SWORN BEFORE ME THIS 18th
DAY OF JULY, 2025***

A handwritten signature in black ink, appearing to be "H. R.", written over a horizontal line.

A Commissioner Etc.

Properties

PIN

05263 - 0168 LT

Description

PART LOT 27 CONCESSION 2 MONTAGUE; PART SW 1/2 LOT 28 CONCESSION 2 MONTAGUE; PART NE 1/2 LOT 28 CONCESSION 2 MONTAGUE; PART LOT 29 CONCESSION 2 MONTAGUE, PARTS 1 AND 2 PLAN 27R9498, SAVE AND EXCEPT PART 1 PLAN 27R9880; SUBJECT TO AN EASEMENT AS IN RS71110; SUBJECT TO AN EASEMENT OVER PART 2 PLAN 27R9498 IN FAVOUR OF PART LOT 29 CONCESSION 2 MONTAGUE PART 1 PLAN 27R9880 AS IN LC112319; TOWN OF SMITHS FALLS

Address

SMITHS FALLS

PIN

05265 - 0239 LT

Description

PT LT 27,28,29 & 30 CON 3 MONTAGUE PARTS 5 AND 6 PLAN 27R9498; S/T RS71110; SUBJECT TO AN EASEMENT OVER PT 6 PL 27R9498 IN FAVOUR OF PT LT 29 CON 2 MONTAGUE PT 1 PL 27R9880 AS IN LC112319; TOWN OF SMITHS FALLS

Address

3312 HIGHWAY 43
SMITHS FALLS

PIN

05265 - 0336 LT

Description

RDAL BTN CON 2 & 3 MONTAGUE BEING PART 1 ON 27R9609 AND PARTS 3,4 ON 27R9498 CLOSED BY BYLAW LC93863; SUBJECT TO AN EASEMENT OVER PT 4 PL 27R9498 IN FAVOUR OF PT LT 29 CON 2, MONTAGUE PT 1 PL 27R9880 AS IN LC112319; TOWN OF SMITHS FALLS

Address

SMITHS FALLS

Applicant(s)

This Order/By-law affects the selected PINs.

Name

THE CORPORATION OF THE TOWN OF SMITHS FALLS

Address for Service

77 Beckwith Street North, Smiths Falls,
ON K7A 4T6

This document is being authorized by a municipal corporation KERRY COSTELLO, CLERK, THE CORPORATION OF THE TOWN OF SMITHS FALLS.

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

Statements

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

I Scott B. Hughes solicitor make the following law statement the Order affects lands or the interest in land.

Signed By

Scott Boyd Hughes

31 Foster St.
Perth
K7H 1R8

acting for
Applicant(s)

Signed 2019 12 06

Tel

613-267-2800

Fax

613-267-4852

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

Submitted By

BARKER WILLSON PROFESSIONAL CORPORATION

31 Foster St.
Perth
K7H 1R8

2019 12 06

Tel

613-267-2800

Fax

613-267-4852

Fees/Taxes/Payment

Statutory Registration Fee

\$65.05

Total Paid

\$65.05

File Number

Applicant Client File Number :

19128

TOWN OF SMITHS FALLS
 Box 695, 77 Beckwith St., N
 Smiths Falls, ON K7A 4T6

Order to Remedy Unsafe Building

Pursuant to Subsection 15.9(4) of the *Building Code Act, 1992*

Order Number: 090-490-1035-20902

Date Order issued: May 6, 2019

Address to which Order applies:

361 Queen St., Smiths Falls, ON K7A 0A6
 27R 9498 PARTS 2 TO 6 PT PT/27 TO 29 MONTAGUE; 27TO 30 PT 2

Application/Permit Number:

Order issued to (name and address):

1. TAG, GALLIPEAU CORPORATION
 361 Queen Street, Smiths Falls, Ontario, K7A 0A6

It was found upon inspection that the building at the site location described above is unsafe, as defined in Section 15.9 of the Building Code Act, 1992. The nature of the unsafe condition(s) and its/their location(s) is/are more particularly described as follows:

The building sustained fire, smoke and water damage and is in a hazardous condition to persons in the building.

You are hereby ordered to immediately Comply with the said Act and the Ontario Building Code by taking appropriate action as more specifically described in Schedule "A" attached hereto to eliminate forthwith the unsafe condition(s) set out in this Order. Take notice that if this Order is not complied with within the time specified herein the Chief Building Official as appointed for the purpose of enforcement of the said Act in the Town of Smiths Falls, may cause the unsafe condition to be abated at the owner's expense.

Order issued by:

Name David Sutherland, Chief Building Official

BCIN 21067

Signature 

Telephone No. 613-283-4124

Contact name (optional) _____

Contact tel. number (optional) _____

Note:

- A copy of this order has been affixed to the site location. It is an offence to remove this Order without authorization from the Inspector or Chief Building Official
- A person who considers themselves aggrieved by an order or decision made by the Chief Building Official, a registered code agency or an inspector under this Act (except a decision under subsection 8(3) not to issue a conditional permit) may appeal the order or decision to the Superior Court of Justice within 20 days after the order or decision is made. 2002, c.9, s.40(2)
- Non-compliance with this Order is an offence under the said Act which may result in legal action.

SCHEDULE "A"

UNSAFE BUILDING ORDER NO. 090-490-1035-20902

Address to which Order applies:
361 Queen St., Smiths Falls, ON K7A 0A6

Application/Permit Number:

Order issued to (name and address):

1. TAG, GALLIPEAU CORPORATION
361 Queen Street, Smiths Falls, Ontario, K7A 0A6

REGARDING: Fire, Smoke and Water Damaged Building

1. WHEREAS, pursuant to Section 15.9 of the Building Code Act S.O. 1992, where after an inspection, an Inspector has reasonable and probable grounds to believe that a condition that could be hazardous to the health or safety of persons in the normal use of the building exists in or on the place what was the subject of the inspection or that the place or the owner of it or any other person apparently in control of such place is in contravention of this Act or the regulations the inspector may issue a written order.
2. AND WHEREAS I, the Chief Building Official of the Town of Smiths Falls, have inspected the above noted premises and found to exist conditions which are or might become hazardous to the health or safety of persons in the normal use of the building, or are in contravention of the Building Code Act, S.O. 1992.

TAKE NOTICE that you, the owner of the said premises, are hereby ORDERED to:

Immediately secure the building from any and all unauthorized entry AND clean and disinfect and repair the premises in a manner acceptable to the Town of Smiths Falls which shall include, but not be limited to:

- 2.1. prior to performing any work inside, applying for and obtaining all necessary permits, including Electrical, Building/Fire Protection, Plumbing and HVAC permits. Notify all workers, visitors and contractors of potential hazards within the building in writing and provide a copy of the notification to the Town of Smiths Falls;
- 2.2. obtaining the services of a professional Engineer and/or Architect to review and design the necessary remedial work in compliance with the Ontario Building Code and ensuring that all work is inspected according to Permit;
- 2.3. obtaining the services of a T.S.S.A licenced heating and ventilation contractor to ensure all related building system components are properly reconnected and functioning and ensuring that all work is inspected according to Permit;
- 2.4. obtaining the services of a qualified/experienced Environmental Health or Indoor Air Quality Consultant, approved by the Town of Smiths Falls, to assess the conditions within the fire/smoke/water damaged building and carry out environmental air quality analyses of the interior spaces for any hazardous substances, including the attic, wall and floor cavities, and basement. Testing shall and must include inspection and assessment of hidden cavities and surfaces such as, but not limited to, cutting access holes (or using boroscopes) into walls and ceilings, lifting and removing materials for investigation purposes. The extent of such investigation is at the expert discretion of the consultant. The consultant shall describe in a report the building construction, finishes, materials and components and the results of their investigations along with recommendations for restoration, repair, and remediation as required for re-occupancy of the building. This report shall be forwarded to Town of Smiths Falls.
- 2.5. obtaining the services of a contractor experienced in fire, smoke and water damage restoration and mould remediation, approved by the Town of Smiths Falls, under the supervision and guidance of the expert consultant in 2.4, to remove and replace and clean, as required, any and all drywall, building materials, and finishing materials, or any other item that is or may be damaged or contain other substances of concern, and/or is generally regarded as unclean or unsanitary. The consultant in 2.4 shall ensure and document in writing that this work is satisfactory and thoroughly completed in accordance with generally accepted guidelines and protocols;

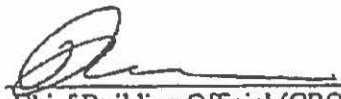
- 2.6 ensuring that general remedial work, does not occur until the work identified in 2.4 and 2.5 is completed to the satisfaction of the Town of Smiths Falls and does not proceed without first receiving a written letter of authorization from the Town of Smiths Falls;
- 2.7 obtaining the services of a furnace cleaning company to clean the furnace and all ducts within the premises to NADCA's ACR 2005 Standard;
- 2.8 obtaining the services of a licenced electrician to ensure the electrical service is properly reconnected and in compliance with the Electrical Safety Code and ensuring that a general inspection by the Electrical Safety Authority is conducted;
- 2.9 providing copies of all work orders, receipts, results, inspection certificates and any other documentation pertaining to the work done within, to the Town of Smiths Falls;
- 2.10 taking any other steps as may be required by the Chief Building Official (CBO).

AND FURTHER TAKE NOTICE THAT you are hereby required to immediately comply with the said Act and the Ontario Building Code thereto by taking action to eliminate the unsafe condition(s) set out in this order.

This order remains in effect until the hazards have been corrected to the satisfaction of the Chief Building Official of the Town of Smith Falls. Failure to comply with this order will result in further action.

No person shall conceal, deface, destroy or remove a notice posted pursuant to the Building Code Act.

Dated at Smiths Falls, Ontario.


Chief Building Official (CBO)

***THIS IS EXHIBIT "L" TO THE
AFFIDAVIT OF GEORGE CHRISTOPHER DANGERFIELD
SWORN BEFORE ME THIS 18th
DAY OF JULY, 2025***



A Commissioner Etc.

Properties

PIN

05263 - 0168 LT

Description

PART LOT 27 CONCESSION 2 MONTAGUE; PART SW 1/2 LOT 28 CONCESSION 2 MONTAGUE; PART NE 1/2 LOT 28 CONCESSION 2 MONTAGUE; PART LOT 29 CONCESSION 2 MONTAGUE, PARTS 1 AND 2 PLAN 27R9498, SAVE AND EXCEPT PART 1 PLAN 27R9880; SUBJECT TO AN EASEMENT AS IN RS71110; SUBJECT TO AN EASEMENT OVER PART 2 PLAN 27R9498 IN FAVOUR OF PART LOT 29 CONCESSION 2 MONTAGUE PART 1 PLAN 27R9880 AS IN LC112319; TOWN OF SMITHS FALLS

Address

SMITHS FALLS

PIN

05265 - 0239 LT

Description

PT LT 27,28,29 & 30 CON 3 MONTAGUE PARTS 5 AND 6 PLAN 27R9498; S/T RS71110; SUBJECT TO AN EASEMENT OVER PT 6 PL 27R9498 IN FAVOUR OF PT LT 29 CON 2 MONTAGUE PT 1 PL 27R9880 AS IN LC112319; TOWN OF SMITHS FALLS

Address

3312 HIGHWAY 43
SMITHS FALLS

PIN

05265 - 0336 LT

Description

RDAL BTN CON 2 & 3 MONTAGUE BEING PART 1 ON 27R9609 AND PARTS 3,4 ON 27R9498 CLOSED BY BYLAW LC93863; SUBJECT TO AN EASEMENT OVER PT 4 PL 27R9498 IN FAVOUR OF PT LT 29 CON 2, MONTAGUE PT 1 PL 27R9880 AS IN LC112319; TOWN OF SMITHS FALLS

Address

SMITHS FALLS

Applicant(s)

This Order/By-law affects the selected PINs.

Name

THE CORPORATION OF THE TOWN OF SMITHS FALLS

Address for Service

77 Beckwith Street North, Smiths Falls,
ON K7A 4T6

This document is being authorized by a municipal corporation KERRY COSTELLO, CLERK, THE CORPORATION OF THE TOWN OF SMITHS FALLS.

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

Statements

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

I Scott B. Hughes solicitor make the following law statement this Order affects lands or an interest in land.

Signed By

Scott Boyd Hughes

31 Foster St.
Perth
K7H 1R8

acting for
Applicant(s)

Signed 2019 12 06

Tel

613-267-2800

Fax

613-267-4852

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

Submitted By

BARKER WILLSON PROFESSIONAL CORPORATION

31 Foster St.
Perth
K7H 1R8

2019 12 06

Tel

613-267-2800

Fax

613-267-4852

Fees/Taxes/Payment

Statutory Registration Fee

\$65.05

Total Paid

\$65.05

File Number

Applicant Client File Number : 19128

TOWN OF SMITHS FALLS
Box 695, 77 Beckwith St., N
Smiths Falls, ON K7A 476

**ORDER PROHIBITING
OCCUPANCY of Unsafe Building**
Pursuant to Subsection 15.9(6) of the *Building Code Act, 1992*

Order Number: #090-490-1035-20902-01

Date Order issued: May 6, 2019

Address to which Order applies:

361 Queen Street, Smiths Falls, ON
27R 9498 PARTS 2 TO 6 PT PT/27 TO 29 MONTAGUE; 27TO 30 PT 2

Application/Permit Number:

Order issued to (name and address):

1. TAG Gallipeau Group
361 Queen Street, Smiths Falls, ON K7A 0A6

The inspection on or about May 6, 2019 at the above-referenced address found the following contravention(s) of the Building Code or the *Building Code Act, 1992* have not been rectified as required by the Order(s) below:

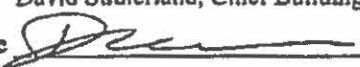
Order to Remedy an Unsafe Building (Order number reference 090-490-1035-20902)

YOU ARE HEREBY ORDERED to IMMEDIATELY CEASE OCCUPANCY AND / OR USE of the building as specified below:

Description of area subject of this Order

- ☐ Part occupancy and / or use (East Block # 2- Fire area, commercial occupancies and residential suites)
- No occupancy or use of the subject property is permitted until such time as the building has been repaired under authority of a Building Permit pursuant to s.8(1), and an Occupancy Permit issued pursuant to s.11 of the Building Code Act, S.O. 1992, Chap. 23, as amended.
- No entry to the building is to take place except by Contractors or Architects / Engineers, and only after steps have been taken to render the building safe from collapse, or for the purpose of rendering the area safe.

Order issued by:

Name David Sutherland, Chief Building Official BCIN 21067
Signature  Telephone no. 613-283-4124

- c:
- It is illegal to obstruct the visibility of a posted Order. It is also illegal to remove a posted Order unless authorized by an inspector or Registered Code Agency. [*Building Code Act, 1992 s. 20*]
 - An Order may be appealed to the Superior Court of Justice. [*Building Code Act, 1992 s. 25*]. It may also be appealed to the Building Code Commission concerning the sufficiency of compliance with the technical requirements of the Building Code. [*Building Code Act, 1992 s. 24*]
 - Failure to comply with this Order could result in a Stop Work Order. [*Building Code Act, 1992 s. 14*]
 - Failure to comply with this Order is an offence which could result in a fine. [*Building Code Act, 1992 s.36*]
 - No construction affected by this Order is to be covered until inspected and approved. [*Building Code Act, 1992 s.13*]

***THIS IS EXHIBIT "M" TO THE
AFFIDAVIT OF GEORGE CHRISTOPHER DANGERFIELD
SWORN BEFORE ME THIS 18th
DAY OF JULY, 2025***



A Commissioner Etc.

Properties

PIN

05263 - 0168 LT

Description

PART LOT 27 CONCESSION 2 MONTAGUE; PART SW 1/2 LOT 28 CONCESSION 2 MONTAGUE; PART NE 1/2 LOT 28 CONCESSION 2 MONTAGUE; PART LOT 29 CONCESSION 2 MONTAGUE, PARTS 1 AND 2 PLAN 27R9498, SAVE AND EXCEPT PART 1 PLAN 27R9880; SUBJECT TO AN EASEMENT AS IN RS71110; SUBJECT TO AN EASEMENT OVER PART 2 PLAN 27R9498 IN FAVOUR OF PART LOT 29 CONCESSION 2 MONTAGUE PART 1 PLAN 27R9880 AS IN LC112319; TOWN OF SMITHS FALLS

Address

SMITHS FALLS

PIN

05265 - 0239 LT

Description

PT LT 27,28,29 & 30 CON 3 MONTAGUE PARTS 5 AND 6 PLAN 27R9498; S/T RS71110; SUBJECT TO AN EASEMENT OVER PT 6 PL 27R9498 IN FAVOUR OF PT LT 29 CON 2 MONTAGUE PT 1 PL 27R9880 AS IN LC112319; TOWN OF SMITHS FALLS

Address

3312 HIGHWAY 43
SMITHS FALLS

PIN

05265 - 0336 LT

Description

RDAL BTN CON 2 & 3 MONTAGUE BEING PART 1 ON 27R9609 AND PARTS 3,4 ON 27R9498 CLOSED BY BYLAW LC93863; SUBJECT TO AN EASEMENT OVER PT 4 PL 27R9498 IN FAVOUR OF PT LT 29 CON 2, MONTAGUE PT 1 PL 27R9880 AS IN LC112319; TOWN OF SMITHS FALLS

Address

SMITHS FALLS

Applicant(s)

This Order/By-law affects the selected PINs.

Name

THE CORPORATION OF THE TOWN OF SMITHS FALLS

Address for Service

77 Beckwith Street North, Smiths Falls,
ON K7A 4T6

This document is being authorized by a municipal corporation KERRY COSTELLO, CLERK, THE CORPORATION OF THE TOWN OF SMITHS FALLS.

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

Statements

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

I Scott B. Hughes solicitor make the following law statement this Order affects lands or an interest in land.

Signed By

Scott Boyd Hughes

31 Foster St.
Perth
K7H 1R8

acting for
Applicant(s)

Signed

2019 12 06

Tel

613-267-2800

Fax

613-267-4852

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

Submitted By

BARKER WILLSON PROFESSIONAL CORPORATION

31 Foster St.
Perth
K7H 1R8

2019 12 06

Tel

613-267-2800

Fax

613-267-4852

Fees/Taxes/Payment

Statutory Registration Fee

\$65.05

Total Paid

\$65.05

File Number

Applicant Client File Number : 19128

Principal Authority
Town of Smiths Falls, 77 Beckwith St. N., Smiths Falls, ON K7A 2B8 613-283-4124

Order to Comply

Pursuant to Subsection 12(2) of the Building Code Act, 1992

Order Number: #090-490-1035-20902-02 Date Order issued: May 24, 2019

Address to which Order applies: 361 Queen Street, Smiths Falls, ON K7A 0A6
Concession 2, Part Lots 27-29 inclusive; Concession 3, part Lots 27-30 inclusive; Part of Road Allowance identified on Reference Plan 27R9609; and including Part 1 on Reference Plan 27R9980

- Order issued to:
- 1. TAG Gallipeau Group, 361 Queen Street, Smiths Falls, ON K7A 0A6
 - 2. TAG Gallipeau Corporation Ontario Corp # 001955671

The inspection on or about May 23, 2019 at the above-referenced address found the following contravention(s) of the Building Code or the Building Code Act, 1992.

You are hereby ordered to correct the contraventions itemized below immediately, or by July 15, 2019

Item	Reference	Description and location	Required action and compliance date
1.	Building Code Act (BCA) - 8.(1)	Construction without permit(s). Existing building use areas changed from previous use to <u>residential or habitable occupancies</u> by extensively renovating and altering various existing building systems. Includes boarding, rooming and lodging house and new construction by addition to existing building.	- File application for permit(s), in accordance with Ontario Building Code Design and General Review. Include all applicable laws and technically sufficient architectural, structural, mechanical, fire protection and electrical design of all work within the building. - Licensed design professional(s) to classify the major occupancy of the building and provide full supporting documents including a design data matrix for each occupancy, complete with a comprehensive exit/egress analysis for all occupancies by fire protection report. - Provide two (2) sets of scaled, legible, fully detailed and professionally sealed 'as-constructed plans' for the entire building, clearly denoting all building occupancy classifications, fire separations by fire resistance and closure ratings and any fire compartmentalization including all associated details to all building systems (ie. fire alarm, mechanical, etc.) as a whole. Account for all other means of integrated fire protection within the entire building to meet the Ontario Building Code. - Provide comprehensive hazardous substance report - Cease work; Obtain valid permit(s) by July 15, 2019.

2.	Building Code Act - 8.(1)	Construction without permit(s). Existing building areas changed from previous use to <u>various other mixed use occupancies</u> by extensively renovating and altering various existing building systems. Includes new construction.	- File application for permit(s), in accordance with Ontario Building Code Design and General Review. Include all applicable laws and technically sufficient architectural, structural, mechanical, fire protection and electrical design of all work within the building. - Licensed design professional(s) to classify the major occupancy of the building and provide full supporting documents including a design data matrix for each occupancy, complete with a comprehensive exit/egress analysis for all occupancies by fire protection report. - Provide two (2) sets of scaled, legible, fully detailed and professionally sealed 'as-constructed plans' for the entire building, clearly denoting all building occupancy classifications, fire separations by fire resistance and closure ratings and any fire compartmentalization including all associated details to all building systems (ie. fire alarm, mechanical, etc.) as a whole. Account for all other means of integrated fire protection within the entire building to meet the Ontario Building Code. - Provide comprehensive hazardous substance report - Cease work; Obtain valid permit(s) by July 15, 2019.
3.	Building Code Act (BCA) - 8.(11)	Prohibition-No person shall construct a building except in accordance with this Act and the building code.	Refer to Items # 1 and #2
4.	BCA 8.(12)	Notice of Change-No person shall make a material change to be made to a plan, specification or document or Other Information on the basis of which a permit was issued, without notifying, filing details with and obtaining the Authorization of the chief building official.	- Refer to items # 1 and #2 - Obtain valid permit(s) or revision by July 15, 2019.
5.	BCA 8.(13)	Prohibition-No person shall construct a building except in accordance with the plans, specifications, documents and Any other information on the basis of which a permit was issued or any changes to them authorized by the chief building official.	- Refer to Items # 1 and #2 - Obtain valid permit(s) or revision by July 15, 2019.

Order issued by:Name David Sutherland, Chief Building Official

BCIN 21067

Signature



Telephone 613-283-4124

Note:

- It is illegal to obstruct the visibility of a posted Order. It is also illegal to remove a posted Order unless authorized by an inspector or Registered Code Agency. [*Building Code Act, 1992 s. 20*]
- An Order may be appealed to the Superior Court of Justice. [*Building Code Act, 1992 s. 25*]. It may also be appealed to the Building Code Commission concerning the sufficiency of compliance with the technical requirements of the Building Code. [*Building Code Act, 1992 s. 24*]
- Failure to comply with this Order could result in a Stop Work Order. [*Building Code Act, 1992 s. 14*] • Failure to comply with an Order is an offence which could result in a fine. [*Building Code Act, 1992 s.36*] • No construction affected by this Order is to be covered or enclosed until inspected and approved. [*Building Code Act, 1992 s. 13.1*]

***THIS IS EXHIBIT "N" TO THE
AFFIDAVIT OF GEORGE CHRISTOPHER DANGERFIELD
SWORN BEFORE ME THIS 18th
DAY OF JULY, 2025***

A handwritten signature in black ink, appearing to be 'H. R.', written over a horizontal line.

A Commissioner Etc.

SOLICITOR: EVA LAKE
REPLY TO: DIANE
LAW CLERK/TEAM LEADER
FILE NO.: 69419
DIRECT: 416-218-1121
FAX: 416-224-5706
EMAIL: diane@chaitons.com

March 3, 2022

VIA REGULAR AND REGISTERED MAIL

Personal & Confidential
TAG Gallipeau Corporation
361 Queen Street, R.R. #1
Smith Falls, Ontario K7A 0A6

**Re: Westboro Mortgage Investment LP & Westboro Management Ltd., its General Partner ("Westboro") and TAG Gallipeau Corporation ("Borrower") and Joseph Gallipeau and The Estate of Graham Hall ("Guarantors")
County Road 43, Smiths Falls, Ontario (the "Property")
Charge registered as Instrument No. LC170326 (the "Mortgage")**

Dear Sir/Madam,

We are the lawyers representing Westboro with respect to the above-referenced matter.

Pursuant to a Charge registered as Instrument No. LC170326 on November 22, 2016 (the "Charge") against title to the Property, you mortgaged the Property in favour of Westboro Management Ltd. The Charge secured the principal sum of \$3,500,000.00 plus interest and costs as set forth more fully in the Charge.

The Charge incorporates by reference Standard Charge Terms No. 200033 (the "SCT"). The Charge and the SCT set forth various covenants under the Charge which provide, without limitation the following:

5. The Chargor will pay or cause to be paid to the Chargee the full principal amount and interest secured by the Charge in the manner of payment provided by the Charge, without any deduction or abatement, and shall do, observe, perform, fulfill and keep all the provisions, covenants, agreements and stipulations contained in the Charge and shall pay as they fall due all taxes, rates, levies, charges, assessments, utility and heating charges, municipal, local, parliamentary and otherwise which now are or may hereafter be imposed, charged or levied upon the land and when required shall produce for the Chargee receipts evidencing payment of the same.

We have been advised that you are in default under the Mortgage as a consequence, *inter alia*, of unpaid realty taxes.

In addition, the Mortgage matured on March 1, 2022, and no renewal is being proffered by Westboro. The full balance is accordingly due in the amount of **\$3,928,451.85**, comprised as follows:

Principal balance	\$3,808,144.27
Interest to March 18, 2022	18,725.37
Three months' interest	95,902.38
Legal admin fee	500.00
Discharge fee	500.00
Inspection fees	1,500.00
Solicitors' costs and disbursements (inc. HST)	3,179.83
Total	\$3,928,451.85

Unless you pay this amount by **March 18, 2022**, we will commence enforcement proceedings against you without further notice. Inspection costs and legal costs, which will be added to the Mortgage, will increase significantly after that date, as will risk to your credit rating. Payment of the full balance must be made by **certified cheque or bank draft** drawn from a regulated financial institution in Canada payable to **Chaitons LLP, in trust** and delivered to our offices.

Westboro will not grant any further extension of time for payment of the balance. Partial payments will be applied first against costs, then the balance, but will not stop the legal proceedings.

Should you have any questions or wish to discuss this matter with us, please do not hesitate to contact Diane at (416) 218-1121.

Yours truly,
CHAITONS LLP



Eva Lake
PARTNER*

*Denotes Professional Corporation

EL/sm

NOTICE OF INTENTION TO ENFORCE SECURITY

(given pursuant to section 244 of the *Bankruptcy and Insolvency Act*)

TO: TAG Gallipeau Corporation, an insolvent corporation
 AND TO: Joseph Gallipeau, an insolvent person
 AND TO: The Estate of Graham Hall

Take notice that:

1. Westboro Mortgage Investment LP & Westboro Management Ltd., its General Partner ("Westboro"), a secured creditor, intends to enforce its security on the hereinafter described property of the insolvent person:

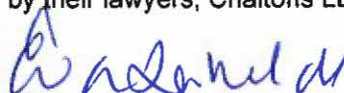
All assets, property and undertaking of TAG Gallipeau Corporation and Joseph Gallipeau and The Estate of Graham Hall, deceased

2. The security that is to be enforced is in the form of:
 - (a) A Charge/Mortgage of Land in favour of Westboro registered in the Land Registry office for the Land Titles Division of Lanark (No. 27) on November 22, 2016 as instrument No. LC170326;
 - (b) A Notice of Assignment of Rents registered in the Land Registry office for the Land Titles Division of Lanark (No. 27) on November 22, 2016, as instrument No. LC170327;
 - (c) A Notice registered in the Land Registry office for the Land Titles Division of Lanark (No. 27) on July 7, 2017, as instrument No. LC176646; and
 - (d) A Notice registered in the Land Registry office for the Land Titles Division of Lanark (No. 27) on September 12, 2017, as instrument No. LC178914.
3. The total amount of indebtedness secured by the Security as at March 3, 2022 is \$3,928,451.85, plus costs.
4. The secured creditor will not have the right to enforce the Security until after the expiry of the 10 day period following the sending of this notice, unless the insolvent person consents to an earlier enforcement.

DATED at Toronto this 3rd day of March, 2022.

WESTBORO MORTGAGE INVESTMENT LP &
 WESTBORO MANAGEMENT LTD., ITS GENERAL
 PARTNER

by their lawyers, Chaitons LLP



EVA LAKE

SOLICITOR: EVA LAKE
REPLY TO: DIANE
LAW CLERK
FILE NO.: 69419
DIRECT: 416-218-1121
FAX: 416-224-5706
EMAIL: diane@chaitons.com

March 3, 2022

VIA REGULAR AND REGISTERED MAIL

Personal & Confidential
Joseph Gallipeau
62 Bacchus Island Road, RR #1
Smith Falls, Ontario K7A 5B8

**Re: Westboro Mortgage Investment LP & Westboro Management Ltd., its General Partner ("Westboro") and TAG Gallipeau Corporation ("Borrower") and Joseph Gallipeau and The Estate of Graham Hall ("Guarantors")
County Road 43, Smiths Falls, Ontario (the "Property")
Charge registered as Instrument No. LC170326 (the "Mortgage")**

Dear Madam,

We are the lawyers representing Westboro and refer you to your written guarantee whereby you guaranteed, amongst other things, payment of the indebtedness and liability of the Borrower to Westboro under the Charge.

On behalf of Westboro, we hereby demand payment of your indebtedness pursuant to your guarantee and the Charge and enclose our letter of even date to the Borrower for your reference.

Unless you make payment in the amount of **\$3,928,451.85 by March 18, 2022**, Westboro will be obliged to take such proceedings as it considers necessary to recover payment of your indebtedness in full and to enforce its security.

Kindly remit payment by **certified cheque** drawn on a regulated financial institution in Canada payable as follows:

Chaitons LLP, in trust

\$3,928,451.85

Payment must be sent directly to Chaitons LLP by overnight courier to 5000 Yonge Street, 10th Floor, Toronto, Ontario M2N 7E9, to the attention of Diane.

Should you have any questions or wish to discuss this matter with us, please do not hesitate to contact Diane at (416) 218-1121.

Yours truly,
CHAITONS LLP



Eva Lake
PARTNER*

*Denotes Professional Corporation

EL/sm
Enclosures

SOLICITOR: EVA LAKE
 REPLY TO: DIANE
 LAW CLERK/TEAM LEADER
 FILE NO.: 69419
 DIRECT: 416-218-1121
 FAX: 416-224-5706
 EMAIL: diane@chaitons.com

March 3, 2022

VIA REGULAR AND REGISTERED MAIL

Personal & Confidential
 TAG Gallipeau Corporation
 361 Queen Street, R.R. #1
 Smith Falls, Ontario K7A 0A6

**Re: Westboro Mortgage Investment LP & Westboro Management Ltd., its General Partner ("Westboro") and TAG Gallipeau Corporation ("Borrower") and Joseph Gallipeau and The Estate of Graham Hall ("Guarantors")
 County Road 43, Smiths Falls, Ontario (the "Property")
 Charge registered as Instrument No. LC170326 (the "Mortgage")**

Dear Sir/Madam,

We are the lawyers representing Westboro with respect to the above-referenced matter.

Pursuant to a Charge registered as Instrument No. LC170326 on November 22, 2016 (the "Charge") against title to the Property, you mortgaged the Property in favour of Westboro Management Ltd. The Charge secured the principal sum of \$3,500,000.00 plus interest and costs as set forth more fully in the Charge.

The Charge incorporates by reference Standard Charge Terms No. 200033 (the "SCT"). The Charge and the SCT set forth various covenants under the Charge which provide, without limitation the following:

5. The Chargor will pay or cause to be paid to the Chargee the full principal amount and interest secured by the Charge in the manner of payment provided by the Charge, without any deduction or abatement, and shall do, observe, perform, fulfill and keep all the provisions, covenants, agreements and stipulations contained in the Charge and shall pay as they fall due all taxes, rates, levies, charges, assessments, utility and heating charges, municipal, local, parliamentary and otherwise which now are or may hereafter be imposed, charged or levied upon the land and when required shall produce for the Chargee receipts evidencing payment of the same.

We have been advised that you are in default under the Mortgage as a consequence, *inter alia*, of unpaid realty taxes.

In addition, the Mortgage matured on March 1, 2022, and no renewal is being proffered by Westboro. The full balance is accordingly due in the amount of **\$3,928,451.85**, comprised as follows:

Principal balance	\$3,808,144.27
Interest to March 18, 2022	18,725.37
Three months' interest	95,902.38
Legal admin fee	500.00
Discharge fee	500.00
Inspection fees	1,500.00
Solicitors' costs and disbursements (inc. HST)	3,179.83
Total	\$3,928,451.85

Unless you pay this amount by **March 18, 2022**, we will commence enforcement proceedings against you without further notice. Inspection costs and legal costs, which will be added to the Mortgage, will increase significantly after that date, as will risk to your credit rating. Payment of the full balance must be made by **certified cheque or bank draft** drawn from a regulated financial institution in Canada payable to **Chaitons LLP, in trust** and delivered to our offices.

Westboro will not grant any further extension of time for payment of the balance. Partial payments will be applied first against costs, then the balance, but will not stop the legal proceedings.

Should you have any questions or wish to discuss this matter with us, please do not hesitate to contact Diane at (416) 218-1121.

Yours truly,
CHAITONS LLP



Eva Lake
PARTNER*

*Denotes Professional Corporation

EL/sm

NOTICE OF INTENTION TO ENFORCE SECURITY

(given pursuant to section 244 of the *Bankruptcy and Insolvency Act*)

TO: TAG Gallipeau Corporation, an insolvent corporation
 AND TO: Joseph Gallipeau, an insolvent person
 AND TO: The Estate of Graham Hall

Take notice that:

1. Westboro Mortgage Investment LP & Westboro Management Ltd., its General Partner ("Westboro"), a secured creditor, intends to enforce its security on the hereinafter described property of the insolvent person:

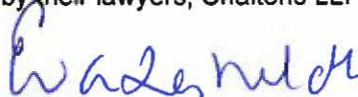
All assets, property and undertaking of TAG Gallipeau Corporation and Joseph Gallipeau and The Estate of Graham Hall, deceased

2. The security that is to be enforced is in the form of:
 - (a) A Charge/Mortgage of Land in favour of Westboro registered in the Land Registry office for the Land Titles Division of Lanark (No. 27) on November 22, 2016 as instrument No. LC170326;
 - (b) A Notice of Assignment of Rents registered in the Land Registry office for the Land Titles Division of Lanark (No. 27) on November 22, 2016, as instrument No. LC170327;
 - (c) A Notice registered in the Land Registry office for the Land Titles Division of Lanark (No. 27) on July 7, 2017, as instrument No. LC176646; and
 - (d) A Notice registered in the Land Registry office for the Land Titles Division of Lanark (No. 27) on September 12, 2017, as instrument No. LC178914.
3. The total amount of indebtedness secured by the Security as at March 3, 2022 is \$3,928,451.85, plus costs.
4. The secured creditor will not have the right to enforce the Security until after the expiry of the 10 day period following the sending of this notice, unless the insolvent person consents to an earlier enforcement.

DATED at Toronto this 3rd day of March, 2022.

WESTBORO MORTGAGE INVESTMENT LP &
 WESTBORO MANAGEMENT LTD., ITS GENERAL
 PARTNER

by their lawyers, Chaitons LLP



EVA LAKE

***THIS IS EXHIBIT "O" TO THE
AFFIDAVIT OF GEORGE CHRISTOPHER DANGERFIELD
SWORN BEFORE ME THIS 18th
DAY OF JULY, 2025***



A Commissioner Etc.

NOTICE OF SALE UNDER CHARGE/MORTGAGE OF LAND

TO: THE PARTIES NAMED IN SCHEDULE "A" ATTACHED HERETO

TAKE NOTICE that default has been made in payment of the monies due under a certain charge/mortgage of land dated November 22, 2016 made between:

TAG GALLIPEAU CORPORATION

as Chargor

- and -

**WESTBORO MORTGAGE INVESTMENT LP AND WESTBORO
MANAGEMENT LTD., ITS GENERAL PARTNER**

as Chargee

JOSEPH GALLIPEAU and GRAHAM HALL

as Guarantors

on the security of:

PART LOT 27 CONCESSION 2 MONTAGUE; PART SW 1/2 LOT 28 CONCESSION 2 MONTAGUE; PART NE 1/2 LOT 28 CONCESSION 2 MONTAGUE; PART LOT 29 CONCESSION 2 MONTAGUE, PARTS 1 AND 2 PLAN 27R9498, SAVE AND EXCEPT PART 1 PLAN 27R9880; SUBJECT TO AN EASEMENT AS IN RS71110; SUBJECT TO AN EASEMENT OVER PART 2 PLAN 27R9498 IN FAVOUR OF PART LOT 29 CONCESSION 2 MONTAGUE PART 1 PLAN 27R9880 AS IN LC112319; TOWN OF SMITHS FALLS
PIN 05263 - 0168 (LT)

PT LT 27, 28, 29 & 30 CON 3 MONTAGUE PARTS 5 AND 6 PLAN 27R9498; S/T RS71110; SUBJECT TO AN EASEMENT OVER PT 6 PL 27R9498 IN FAVOUR OF PT LT 29 CON 2 MONTAGUE PT 1 PL 27R9880 AS IN LC112319; TOWN OF SMITHS FALLS
PIN 05265 - 0239 (LT)

RDAL BTN CON 2 & 3 MONTAGUE BEING PART 1 ON 27R9609 AND PARTS 3, 4 ON 27R9498 CLOSED BY BYLAW LC93863; SUBJECT TO AN EASEMENT OVER PT 4 PL 27R9498 IN FAVOUR OF PT LT 29 CON 2, MONTAGUE PT 1 PL 27R9880 AS IN LC112319; TOWN OF SMITHS FALLS
PIN 05265 - 0336 (LT)

Town of Smiths Falls, County of Lanark

Municipally known as 361 Queen Street, Smiths Falls, Ontario

which charge/mortgage of land was registered on November 22, 2016 in the Land Registry Office for the Land Titles Division of Lanark (No. 27) as Instrument No. LC170326.

AND WE hereby give you notice that the amount due on the charge/mortgage for principal, interest, three months' interest, legal administration fee, discharge fee, property management charges, and costs respectively, are made up as follows:

For principal	\$3,808,144.27
For interest to March 31, 2022	\$30,841.29
Three months' interest	\$95,902.38
Legal administration fee	\$500.00
Discharge fee	\$500.00
Property management charges	\$1,500.00
For costs	\$12,101.99
TOTAL DUE AS AT MARCH 31, 2022	<u>\$3,949,489.93</u>

(such amount for costs being up to and including the service of the notice only and thereafter such further costs and disbursements will be charged as may be proper) together with interest at the rate of 9.99% per annum, on the principal, interest and costs hereinbefore mentioned, from April 1, 2022 to the date of payment.

AND UNLESS the said sums are paid on or before **May 7, 2022** the undersigned shall sell the property covered by the said charge/mortgage of land under the provisions contained in it.

This Notice is given to you as you appear to have an interest in the mortgaged property and may be entitled to redeem the same.

DATED at Toronto, Ontario, this 31st day of March, 2022.

**WESTBORO MORTGAGE
INVESTMENT LP AND WESTBORO
MANAGEMENT LTD., ITS GENERAL
PARTNER**
by its lawyers

Chaitons LLP

Per: 

Eva Lake
5000 Yonge Street, 10th Floor
Toronto, Ontario M2N 7E9
Tel: (416) 222-8888
Fax: (416) 224-5706

Inquiries to: Diane
(416) 218-1121
diane@chaitons.com

SCHEDULE "A"**PARTIES TO WHOM THIS NOTICE IS SERVED:**

TAG GALLIPEAU CORPORATION
 361 Queen Street, R. R. #1
 Smiths Falls, Ontario K7A 0A6

TAG GALLIPEAU CORPORATION
 62 Bacchus Island Road, R.R. #1
 Smiths Falls, Ontario K7A 5B8

JOSEPH GALLIPEAU
 62 Bacchus Island Road, R.R. #1
 Smiths Falls, Ontario K7A 5B8

THE ESTATE OF GRAHAM HALL, deceased
 871 Douglas Lane, R.R. #3
 Perth, Ontario K7H 3C9

E.T.I. INVESTMENTS LIMITED
 871 Douglas Lane
 Perth, Ontario K7H 3C9

JOSEPH ARTHUR GALLIPEAU
 62 Bacchus Island Road, R.R. #1
 Smiths Falls, Ontario K7A 5B8

THE CORPORATION OF THE TOWN OF SMITHS FALLS
 77 Beckwith Street North, Box 695
 Smiths Falls, Ontario K7A 4T6

E.T.I. INVESTMENTS LIMITED
 871 Douglas Lane
 Perth, Ontario K7H 3C9

THE CORPORATION OF THE TOWN OF SMITHS FALLS
 77 Beckwith Street North
 Smiths Falls, Ontario K7A 4T6

THE CORPORATION OF THE TOWN OF SMITHS FALLS
 77 Beckwith Street North
 Smiths Falls, Ontario K7A 4T6

THE CORPORATION OF THE TOWN OF SMITHS FALLS
 77 Beckwith Street North
 Smiths Falls, Ontario K7A 4T6

E.T.I. INVESTMENTS LIMITED
 871 Douglas Lane
 Perth, Ontario K7H 3C9

E.T.I. INVESTMENTS LIMITED
 871 Douglas Lane
 Perth, Ontario K7H 3C9

VISTA CREDIT CORP.
 205-6 Gurdwara Road
 Ottawa, Ontario K2E 8A3

VISTA CREDIT CORP.
 205-6 Gurdwara Road
 Ottawa, Ontario K2E 8A3

***THIS IS EXHIBIT "P" TO THE
AFFIDAVIT OF GEORGE CHRISTOPHER DANGERFIELD
SWORN BEFORE ME THIS 18th
DAY OF JULY, 2025***

A handwritten signature in black ink, appearing to be "H. R.", written over a horizontal line.

A Commissioner Etc.

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE

B. Abrams

)
)
)

THURSDAY, THE 22nd DAY

OF DECEMBER, 2022

BETWEEN:

WESTBORO MANAGEMENT LTD.

Applicant

and -

TAG GALLIPEAU CORPORATION and JOSEPH ARTHUR GALLIPEAU

Respondents



ORDER

THIS APPLICATION for, among relief, **an** order restraining and enjoining the respondents from barring, preventing or otherwise interfering with access and entry by the applicant ("**Westboro**"), its agents, property managers, appraisers and/or prospective purchasers, to property known as 361 Queen Street, Smiths Falls, Ontario, more particularly described in Schedule "A" hereto (the "**Property**"), was heard this day at the Courthouse 43 Drummond Street East, Perth, Ontario.

ON READING the Affidavits of Monique Terriah sworn September 20, 2022 and December 14, 2022, the affidavit of Tracy Gallipeau sworn December 15, 2022 and the affidavit of Joseph

Gallipeau sworn December 15, 2022 and on hearing the submissions of counsel for the applicant and for the respondents,

1. **THIS COURT ADJUDGES AND ORDERS** that on the provision of three hours notice at the email address joegallipeau1@gmail.com, the respondents shall allow access to the Property during regular business hours to;

- (a) Westboro, its property manager, its authorized agents, any appraiser(s) retained by or on behalf of Westboro, and any real estate agent retained by Westboro, for such purposes as are reasonably required to permit Westboro to carry out inspections permitted under the Mortgage and to market and sell the Property;
- (b) Any prospective purchaser of the Property and its authorized agents for the purpose of conducting such inspections and/or appraisals as are reasonably necessary to permit a prospective purchaser to prepare an agreement of purchase and sale to purchase the Property and to conduct such due diligence as may be set out in any agreement of purchase and sale for the Property;
- (c) Any proposed lender to a prospective purchaser for the purpose of conducting such inspections and/or appraisals as are reasonably necessary to complete such lender's due diligence in connection with proposed financing to a prospective purchaser of the Property.

2. **THIS COURT ORDERS** that if access to the Property is required for the purposes of paragraph 1 above outside of normal business hours, the respondents shall cooperate to allow such access.

3. **THIS COURT ORDERS** that the respondent, Tag Gallipeau Corporation, will provide to Westboro copies of all current leases for the Property and Westboro is hereby authorized to release same to prospective purchasers of the Property.

4. **THIS COURT ORDERS** that on request by Westboro, the respondent Tag Gallipeau Corporation will provide to Westboro any documents and surveys in Tag Gallipeau Corporation's possession relating to the Property as Westboro might reasonably require in connection with a sale of the Property.

5. **THIS COURT ORDERS** that the respondents pay to the applicant costs of this application fixed in the sum of \$ 5000.00 inclusive of H.S.T. and disbursements from its date plus post judgment interest at the rate of 4.00% per annum.

6. *THIS COURT ORDERS that this order shall come into effect on January 20, 2023 at 5PM.*

PERTH

DEC 22 2022

73-38

Abrams
The Hon. Mr. Justice Brian W. Abrams
Superior Court of Justice

SCHEDULE "A"

PART LOT 27 CONCESSION 2 MONTAGUE; PART SW 1/2 LOT 28 CONCESSION 2 MONTAGUE; PART NE 1/2 LOT 28 CONCESSION 2 MONTAGUE; PART LOT 29 CONCESSION 2 MONTAGUE, PARTS 1 AND 2 PLAN 27R9498, SAVE AND EXCEPT PART 1 PLAN 27R9880; SUBJECT TO AN EASEMENT AS IN RS71110; SUBJECT TO AN EASEMENT OVER PART 2 PLAN 27R9498 IN FAVOUR OF PART LOT 29 CONCESSION 2 MONTAGUE PART 1 PLAN 27R9880 AS IN LC112319; TOWN OF SMITHS FALLS
PIN 05263 - 0168 (LT)

PT LT 27, 28, 29 & 30 CON 3 MONTAGUE PARTS 5 AND 6 PLAN 27R9498; S/T RS71110; SUBJECT TO AN EASEMENT OVER PT 6 PL 27R9498 IN FAVOUR OF PT LT 29 CON 2 MONTAGUE PT 1 PL 27R9880 AS IN LC112319; TOWN OF SMITHS FALLS
PIN 05265 - 0239 (LT)

RDAL BTN CON 2 & 3 MONTAGUE BEING PART 1 ON 27R9609 AND PARTS 3, 4 ON 27R9498 CLOSED BY BYLAW LC93863; SUBJECT TO AN EASEMENT OVER PT 4 PL 27R9498 IN FAVOUR OF PT LT 29 CON 2, MONTAGUE PT 1 PL 27R9880 AS IN LC112319; TOWN OF SMITHS FALLS PIN 05265 - 0336 (LT)

Town of Smiths Falls, County of Lanark

Municipally known as 361 Queen Street, Smiths Falls, Ontario

WESTBORO MANAGEMENT LTD.

TAG GALLIPEAU CORPORATION et al.

Applicant

-and-

Respondents

Court File No. CV-22-00000086-0000

ONTARIO

SUPERIOR COURT OF JUSTICE

Proceedings commenced at Perth

ORDER

CHAITONS LLP

5000 Yonge Street, 10th Floor
Toronto, ON M2N 7E9

Christopher J. Staples

(LSUC No. 31302R)

Tel: (416) 218-1147

chris@chaitons.com

Lawyers for the Applicant

CIVIL FILE ENDORSEMENT SHEET

MOTION/DIRECTION/ORDER

Judge: Justice Abrams

Court File No.: CV-22-00000086-0000

Short Case Name: Westboro Management Ltd v. Tag GALLIPEAU Corporation and Joseph GALLIPEAU

for Applicant(s): Christopher Staples

for Defendants: Unrepresented

☒ ORDER/JUDGMENT MADE

☐ DIRECTION FOR REGISTRAR

☐ ON CONSENT

☐ UNOPPOSED

☐ NO ONE APPEARED

☐ ADJOURNED TO Click here to enter a date.

ENDORSEMENT:

Order granted, as amended. The Plaintiff/Applicant does not consent to Paragraph #6, the Court will effect its order, but neither does the Plaintiff/Applicant oppose.

In the event of an imminent sale pending, the matter may be returned before me on an expedited basis as arranged with the TK, to deal with potential injunctive relief sought by the Defendants/Respondents.

Order signed and to issue.

Date: 22 December 2022

Abrams

Judge's Signature

***THIS IS EXHIBIT "Q" TO THE
AFFIDAVIT OF GEORGE CHRISTOPHER DANGERFIELD
SWORN BEFORE ME THIS 18th
DAY OF JULY, 2025***

A handwritten signature in black ink, appearing to be "H. R.", written over a horizontal line.

A Commissioner Etc.



Court File No.: CV-23-00000089-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE
JUSTICE ABRAMS

) THE 27TH
)
) DAY OF OCTOBER, 2023.

BETWEEN:

E.T.I. INVESTMENTS LIMITED

Applicant

- and -

**TAG GALLIPEAU CORPORATION, and JOSEPH GALLIPEAU, in his personal
capacity and in his capacity as trustee for the GALLIPEAU FAMILY TRUST**

Respondents

ORDER

THIS MOTION, made by the Applicant, for an interim Order for payment into court, an Order to Continue, and an Order validating service on the Respondents was urgently heard in-person, with notice, today at the courthouse located at 43 Drummond St. E, Perth ON, K7H 1G1.

ON READING the Applicant's Motion Record and Factum dated October 18, 2023, filed herein and upon reading the Consent of the parties,

1. **THIS COURT ORDERS** that this proceeding continue and that the title of the proceeding in all documents issued, served or filed after the date of this order be as follows:

Court File No.: CV-23-00000089-0000

PERTH

OCT 27 2023

73-38

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

E.T.I. INVESTMENTS LIMITED

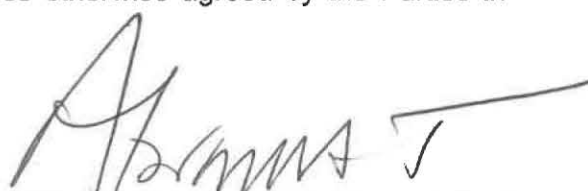
Applicant

-and-

TAG GALLIPEAU CORPORATION, and THE ESTATE OF JOSEPH GALLIPEAU

Respondents

2. **THIS COURT ORDERS** that upon the sale of the property municipally known as 361 Queen Street, Smiths Falls, Ontario and legally described in Schedule "A" of this Order, Westboro Management Ltd., after satisfying all proper expenses incident to the sale of the Property and all proper obligations secured by its mortgages, shall pay the surplus funds from the sale into court pending the final determination of this proceeding.
3. **THIS COURT ORDERS** that any party may apply to this Court for further directions regarding the disbursement, treatment, or calculation of the surplus funds paid into court under paragraph 2 of this Order.
4. **THIS COURT ORDERS** that Westboro Management Ltd. may apply to this Court for further directions regarding the payment into court of the surplus funds on notice to the parties to this proceeding.
5. **THIS COURT ORDERS** that for the purposes of paragraph 2 herein, the Accountant of the Superior Court of Justice shall accept as proof of the amount to be paid into a court an affidavit sworn by the lawyer for Westboro Management Ltd.
6. **THIS COURT ORDERS** that the timetable for this proceeding outlined in Schedule "B" shall be observed by the Parties, unless otherwise agreed by the Parties in writing.


(Signature of Judge, officer or registrar)

Schedule "A"

LEGAL DESCRIPTION

PIN: 05263-0168 (LT)

PART LOT 27 CONCESSION 2 MONTAGUE; PART SW 1/2 LOT 28 CONCESSION 2 MONTAGUE; PART NE 1/2 LOT 28 CONCESSION 2 MONTAGUE; PART LOT 29 CONCESSION 2 MONTAGUE, PARTS 1 AND 2 PLAN 27R9498, SAVE AND EXCEPT PART 1 PLAN 27R9880; SUBJECT TO AN EASEMENT AS IN RS71110; SUBJECT TO AN EASEMENT OVER PART 2 PLAN 27R9498 IN FAVOUR OF PART LOT 29 CONCESSION 2 MONTAGUE PART 1 PLAN 27R9880 AS IN lc112319; TOWN OF SMITHS FALLS

05265-0239 (LT)

PT LT 27,28,29 & 30 CON 3 MONTAGUE PARTS 5 AND 6 PLAN 27R9498; S/T RS71110; SUBJECT TO AN EASEMENT OVER PT 6 PL 27R9498 IN FAVOUR OF PT LT 29 CON 2 MONTAGUE PT 1 PL 27R9880 AS IN LC 112319; TOWN OF SMITHS FALLS

05265-0336 (LT)

RDAL BTN CON 2 & 3 MONTAGUE BEING PART 1 ON 27R9609 AND PARTS 3,4 ON 27R9498 CLOSED BY BYLAW LC93863; SUBJECT TO AN EASEMENT OVER PT 4 PL 27R9498 IN FAVOUR OF PT LT 29 CON 2, MONTAGUE PT 1 PL 27R9880 AS IN LC112319; TOWN OF SMITHS FALLS

Schedule "B"

PROPOSED CONSENT TIMETABLE

Item/Party	Deliverable Date
Respondents' Application Record	November 30, 2023
Cross-Examinations to be Completed	March 2024
Answers to Undertakings to be Exchanged	April 30, 2024
All Factums to be Exchanged	May 30, 2024
Application Hearing	June 2024

Court File No.: CV-23-00000089-0000

E.T.I. INVESTMENTS LIMITED
Applicant

TAG GLLIPEAU CORPORATION, *et al.*
Respondents

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT
OTTAWA

ORDER

LMS LAWYERS LLP
190 O'Connor Street, 9th Floor
Ottawa, ON K2P 2R3
T: 613.230.5787
F: 613.230.8563

Taayo Simmonds
LSO # 65042T
E: tsimmonds@lmslawyers.com

Lawyer for the Applicant,
E.T.I. Investments Limited

***THIS IS EXHIBIT "R" TO THE
AFFIDAVIT OF GEORGE CHRISTOPHER DANGERFIELD
SWORN BEFORE ME THIS 18th
DAY OF JULY, 2025***

A handwritten signature in black ink, appearing to be "H. R.", written over a horizontal line.

A Commissioner Etc.

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

B E T W E E N:

WESTBORO MANAGEMENT LTD. and WESTBORO MORTGAGE INVESTMENT LP

Applicant

- and -

TAG GALLIPEAU CORPORATION

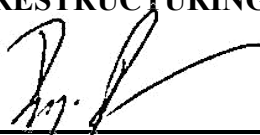
Respondent

TDB RESTRUCTURING LIMITED hereby consents to being appointed as receiver over the property, assets and undertaking of the Respondent, Tag Gallipeau Corporation

Dated this 10th day of June, 2025

TDB RESTRUCTURING LIMITED

By:



Name: Bryan A. Tannenbaum

I have authority to bind the corporation

WESTBORO MORTGAGE INVESTMENT CORP.

-and-

TAG GALLIPEAU CORPORATION

Applicant

Respondent

Court File No. CV-25-00747875-00CL

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

PROCEEDING COMMENCED AT
TORONTO

Affidavit of George Christopher Dangerfield
(Sworn July 18, 2025)

CHAITONS LLP
5000 Yonge Street, 10th Floor
Toronto, Ontario M2N 7E9

Maya Poliak (LSO No. 54100A)
Tel: (416) 218-1161
Email: maya@chaitons.com

David Im (LSO No. 89765G)
Tel: (416) 218-1124
Email: dim@chaitons.com

Lawyers for the Applicant

TAB 3

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

THE HONOURABLE) , THE ____
JUSTICE)
DAY OF _____, 2025

B E T W E E N:

WESTBORO MANAGEMENT LTD.

Applicant

- and -

TAG GALLIPEAU CORPORATION

Respondent

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

**ORDER
(Appointing Receiver)**

THIS APPLICATION made by the Applicant for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “**BIA**”) and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the “**CJA**”) appointing TDB Restructuring Limited (“**TDB**”) as receiver and manager (in such capacities, the “**Receiver**”) without security, over the property, assets and undertakings of TAG Gallipeau Corporation (the “**Debtor**”), including the lands and premises municipally known as 361 Queen Street, Smiths Falls, Ontario and having the legal description set out in **Schedule A** to this Order (the “**Real Property**”), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Affidavit of George Christopher Dangerfield sworn July 18, 2025 and the Exhibits thereto, the consent of TDB to act as Receiver, and on hearing the submissions of counsel for the Applicant and those other parties listed on the participant information form, no one else appearing for any other person,

SERVICE

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

APPOINTMENT

2. **THIS COURT ORDERS** that pursuant to section 243(1) of the BIA and section 101 of the CJA, TDB is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtor acquired for , or used in relation to a business carried on by the Debtor, including all proceeds thereof, including, without limitation the Real Property (the “**Property**”).

RECEIVER’S POWERS

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

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;

- (c) to manage, operate, and carry on the business of the Debtor, including the powers to enter into any agreements, repudiate or disclaim any agreement, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or to disclaim or cease to perform any contracts of the Debtor;
- (d) to engage consultants, contractors, appraisers, agents, experts, auditors, brokers, accountants, managers, assistants, counsel and such other persons (collectively, the “**Professional Advisors**”) 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 (including, without limitation and subject to delivery by the Receiver of the Notice (as defined below), any rent payments in respect of the Real Property) 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 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;

- (i) 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;
- (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, provided that the aggregate consideration for all such transactions does not exceed \$500,000; and

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

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

- (l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (n) to pay the retainer, fees and disbursements of any Professional Advisor retained by the Receiver in connection with or in relation to this

application, whether incurred prior to or after the date of this Order, in each case, at the Professional Advisor's standard rates and charges;

- (o) to register a copy of this Order and any other Orders in respect of the Real Property against title to any of the Real Property;
- (p) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority with respect to the Property and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name 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 in respect of the Property; 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; (iii) all tenants occupying the Real Property or any part thereof or any counterparties to any leases in connection with the Real Property; and (iv) 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, including the Real Property, to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request. Notwithstanding the foregoing, until such time as the Receiver gives notice in writing to Tracy Nolan Gallipeau ("**Tracy**") of its intention to take possession of the Property (the "**Notice**"), the Debtor may continue to maintain possession of the Real Property and receive and collect rental and other revenues from the tenants on the Real Property (the "**Revenues**"). For certainty, upon delivery of the Notice by the Receiver to Tracy, Tracy shall immediately surrender the Property to the Receiver without further order of the Court.

5. **THIS COURT ORDERS** that, for the time period during which the Debtor remains in possession of the Property and continues to collect the Revenues in accordance with paragraph 4 of this Order, Tracy, on behalf of the Debtor, shall: (i) on a bi-weekly basis commencing on the first Monday after the date of this Order, provide an accounting to the Receiver of all of the receipts and disbursements received in respect of the Property; and (ii) without limiting paragraph 6 hereof, immediately provide to the Receiver any information or documentation in respect of the Property which is in, or comes into, the possession of Tracy or the Debtor, including, but not limited to, any lease agreements or related documentation, including with respect to any tenants of the Real Property, rent rolls, accounts receivable and payable listings, insurance policies, including any notice or other information regarding the expiry or cancellation thereof, any notice received in respect of the Property, including, without limitation, any notice of arrears, any notice or communication received from a regulator, any information which may constitute a material change and/or pending material change to the status quo of the Property, and any other documentation or information which the Receiver may request from time to time. For greater certainty, to the extent that Tracy or the Debtor receives or collects any Revenues following the Receiver's delivery of the Notice, or receives any of the other aforementioned documentation or notices, Tracy shall be required to provide an account of any such Revenues, documentation or notices and immediately deliver any such Revenues, documentation or notices to the Receiver.

6. **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, development planning and engineering reports, environmental reports, architectural

plans, sales documents, Real Property leases and any other papers, records and information or cloud-based data of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, cloud 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, cloud and physical facilities relating thereto, provided however that nothing in this paragraph 6 or in paragraph 7 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.

7. **THIS COURT ORDERS** that if any Records are stored or otherwise contained on a computer, in a cloud 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, cloud or other system and providing the Receiver with any and all access codes, account names, account numbers and account creating credentials that may be required to gain access to the information.

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 in relation to the Property, the Receiver, or affecting the Property, including, without limitation, the licenses or permits of the Debtor, 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 are not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

11. **THIS COURT ORDERS** that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtor in relation to the Property, 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, security, insurance, transportation services, property maintenance or management 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 Debtor, with the consent of the Receiver or 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

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.

LIMITATION ON ENVIRONMENTAL LIABILITIES

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

17. **THIS COURT ORDERS** that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any

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

RECEIVER'S ACCOUNTS

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

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

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

FUNDING OF THE RECEIVERSHIP

21. **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed **\$500,000** (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may

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

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

23. **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.

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

SERVICE AND NOTICE

25. **THIS COURT ORDERS** that the E-Service Guide of the Commercial List (the “**Guide**”) is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Guide (which can be found on the Commercial List website at <https://www.ontariocourts.ca/scj/practice/regional-practice-directions/eservice-commercial/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Guide, service of documents in accordance with the Guide will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Guide with the following URL: <https://tdbadvisory.ca/insolvency-case/tag-gallipeau-corporation/>.

26. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Guide is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Debtor's creditors or other interested parties at their respective addresses as last shown on the records of the Debtor and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

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

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 the Applicant shall have its costs of this application, up to and including entry and service of this Order, provided for by the terms of the Applicant's security or, if not so provided by the Applicant's security, then on a substantial indemnity basis to be paid by the Receiver from the 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 is effective from the date it is made, and it is enforceable without the need for entry and filing, provided that any party may nonetheless submit a formal order for original, signing, entry and filing, as the case may be.

SCHEDULE "A"
REAL PROPERTY

Municipal Address: 361 Queen Street, Smiths Falls, Ontario

PIN 05263-0168 (LT)

Legal Description: PART LOT 27 CONCESSION 2 MONTAGUE; PART SW 1/2 LOT 28 CONCESSION 2 MONTAGUE; PART NE 1/2 LOT 28 CONCESSION 2 MONTAGUE; PART LOT 29 CONCESSION 2 MONTAGUE, PARTS 1 AND 2 PLAN 27R9498, SAVE AND EXCEPT PART 1 PLAN 27R9880; SUBJECT TO AN EASEMENT AS IN RS71110; SUBJECT TO AN EASEMENT OVER PART 2 PLAN 27R9498 IN FAVOUR OF PART LOT 29 CONCESSION 2 MONTAGUE PART 1 PLAN 27R9880 AS IN LC112319; TOWN OF SMITHS FALLS

PIN 05265-0239 (LT)

Legal Description: PT LT 27,28,29 & 30 CON 3 MONTAGUE PARTS 5 AND 6 PLAN 27R9498; S/T RS71110; SUBJECT TO AN EASEMENT OVER PT 6 PL 27R9498 IN FAVOUR OF PT LT 29 CON 2 MONTAGUE PT 1 PL 27R9880 AS IN LC112319; TOWN OF SMITHS FALLS

PIN 05265-0336 (LT)

Legal Description: RDAL BTN CON 2 & 3 MONTAGUE BEING PART 1 ON 27R9609 AND PARTS 3,4 ON 27R9498 CLOSED BY BYLAW LC93863; SUBJECT TO AN EASEMENT OVER PT 4 PL 27R9498 IN FAVOUR OF PT LT 29 CON 2, MONTAGUE PT 1 PL 27R9880 AS IN LC112319; TOWN OF SMITHS FALLS

SCHEDULE "B"
RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that TDB Restructuring Limited, the receiver (the "**Receiver**") of the property, assets and undertakings of TAG Gallipeau Corporation, including the real property municipally known as 361 Queen Street, Smiths Falls, Ontario, including all proceeds thereof (collectively, the "**Property**"), 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 of Justice ● dated ●, 2025 (the "**Order**") made in an application having Court file number ●.

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

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

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

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

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

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

DATED the ____ day of _____, 20__.

TDB RESTRUCTURING LIMITED, solely in
its capacity
as Receiver of the Property, and not in its
personal capacity

Per: _____
Name:
Title:

WESTOBORO MANAGEMENT LTD.
Applicant

-and-

TAG GALLIPEAU CORPORATION.
Respondent

Court File No.: CV-25-00747875-00CL

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

PROCEEDING COMMENCED AT
TORONTO

**ORDER
(Appointing Receiver)**

CHAITONS LLP

5000 Yonge Street, 10th Floor
Toronto, Ontario M2N 7E9

Maya Poliak (LSO No. 54100A)

Tel: (416) 218-1161

E-mail: maya@chaitons.com

Lawyers for the Applicant

TAB 4

Revised: January 21, 2014
s.243(1) BIA (National Receiver) and s.101 CJA (Ontario)
Receiver

Court File No. — CV-25-00747875-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE) **WEEKDAY**, THE #
)
JUSTICE) DAY OF **MONTH** ,
) **20YR2025**

PLAINTIFF[†]

Plaintiff

B E T W E E N:

WESTBORO MANAGEMENT LTD.

Applicant

- and -

DEFENDANT

Defendant

TAG GALLIPEAU CORPORATION

Respondent

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

[†]—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.

ORDER

(~~appointing~~Appointing Receiver)

THIS ~~MOTION~~APPLICATION made by the ~~Plaintiff~~²Applicant 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]~~TDB Restructuring Limited ("TDB") as receiver ~~[and manager]~~ (in such capacities, the "~~Receiver~~") without security, ~~of all of~~over the property, assets, and undertakings and properties of [DEBTOR'S NAME] of TAG Gallipeau Corporation (the "~~Debtor~~") ~~acquired for, or used,~~ including the lands and premises municipally known as 361 Queen Street, Smiths Falls, Ontario and having the legal description set out in ~~relation~~Schedule A to ~~a business carried on by the Debtor~~this Order (the "Real Property"), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the ~~affidavit~~Affidavit of ~~[NAME]~~George Christopher Dangerfield sworn ~~[DATE]~~July 18, 2025 and the Exhibits thereto, the consent of TDB to act as Receiver, and on hearing the submissions of counsel for ~~[NAMES]~~the Applicant and those other parties listed on the participant information form, no one else 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~~any other person,

SERVICE

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

APPOINTMENT

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.~~

2. **THIS COURT ORDERS** that pursuant to section 243(1) of the BIA and section 101 of the CJA, ~~[RECEIVER'S NAME]~~TDB is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtor acquired for , or used in relation to a business carried on by the Debtor, including all proceeds thereof, including, without limitation the Real Property (the "Property").

RECEIVER'S POWERS

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

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate, and carry on the business of the Debtor, including the powers to enter into any agreements, repudiate or disclaim any agreement, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or to disclaim or cease to perform any contracts of the Debtor;
- (d) to engage consultants, contractors, appraisers, agents, experts, auditors, brokers, accountants, managers, assistants, counsel and such other persons (collectively, the "Professional Advisors") 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 (including, without limitation and subject to delivery by the Receiver of the Notice (as defined below), any rent payments in respect of the Real Property) 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;~~
- (h) ~~(i)~~ to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property, or the Receiver, and to settle or compromise any such proceedings.⁴ The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (i) 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;

~~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.~~

- (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, provided that the aggregate consideration for all such transactions does not exceed \$~~_____~~500,000; and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

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

- (l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;

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.~~

- (n) to pay the retainer, fees and disbursements of any Professional Advisor retained by the Receiver in connection with or in relation to this application, whether incurred prior to or after the date of this Order, in each case, at the Professional Advisor's standard rates and charges;
- (o) ~~(n)~~ to register a copy of this Order and any other Orders in respect of the Real Property against title to any of the Real Property;
- (p) ~~(o)~~ to apply for any permits, licences, approvals or permissions as may be required by any governmental authority with respect to the Property and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;
- (q) ~~(p)~~ to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
- (r) ~~(q)~~ to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have in respect of the Property; and
- (s) ~~(r)~~ to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations~~s~~;

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~~s~~; (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~~s~~; (iii) all tenants occupying the Real Property or any part thereof or any counterparties to any leases in connection with the Real Property; and ~~(iii)~~iv) 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, including the Real Property, to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request. Notwithstanding the foregoing, until such time as the Receiver gives notice in writing to Tracy Nolan Gallipeau ("Tracy") of its intention to take possession of the Property (the "Notice"), the Debtor may continue to maintain possession of the Real Property and receive and collect rental and other revenues from the tenants on the Real Property (the "Revenues"). For certainty, upon delivery of the Notice by the Receiver to Tracy, Tracy shall immediately surrender the Property to the Receiver without further order of the Court.

5. **THIS COURT ORDERS** that, for the time period during which the Debtor remains in possession of the Property and continues to collect the Revenues in accordance with paragraph 4 of this Order, Tracy, on behalf of the Debtor, shall: (i) on a bi-weekly basis commencing on the first Monday after the date of this Order, provide an accounting to the Receiver of all of the receipts and disbursements received in respect of the Property; and (ii) without limiting paragraph 6 hereof, immediately provide to the Receiver any information or documentation in respect of the Property which is in, or comes into, the possession of Tracy or the Debtor, including, but not limited to, any lease agreements or related documentation, including with respect to any tenants of the Real Property, rent rolls, accounts receivable and payable listings, insurance policies, including any notice or other information regarding the expiry or cancellation thereof, any notice received in respect of the Property, including, without limitation, any notice of arrears, any notice or communication received from a regulator, any information which may constitute a material change and/or pending material change to the status quo of the Property, and any other documentation or information which the Receiver may request from time to time. For greater certainty, to the extent that Tracy or the Debtor receives or collects any Revenues following the Receiver's delivery of the Notice, or receives any of the other aforementioned documentation or notices, Tracy shall be required to provide an account of any such Revenues, documentation or notices and immediately deliver any such Revenues, documentation or notices to the Receiver.

6. ~~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, development planning and engineering reports, environmental reports, architectural plans, sales documents, Real Property leases and any other papers, records and information or cloud-based data of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, cloud 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, cloud and physical facilities relating thereto, provided however that nothing in this paragraph ~~56~~ or in paragraph 67 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.

7. ~~6.~~ **THIS COURT ORDERS** that if any Records are stored or otherwise contained on a computer, in a cloud 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, cloud or other system and providing the Receiver with any and all access codes, account names ~~and~~ and account numbers and account creating credentials that may be required to gain access to the information.

~~7. — THIS COURT ORDERS that the Receiver shall provide each of the relevant landlords with notice of the Receiver's intention to remove any fixtures from any leased premises at least~~

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

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

9. **THIS COURT ORDERS** that no Proceeding against or in respect of the Debtor or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtor or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

10. **THIS COURT ORDERS** that all rights and remedies against the Debtor in relation to the Property, the Receiver, or affecting the Property, including, without limitation, the licenses or permits of the Debtor, 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 isare not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

11. **THIS COURT ORDERS** that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtor in relation to the Property, 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, security, insurance, transportation services, property maintenance or management 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 Debtor, with the consent of the Receiver or 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

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.

LIMITATION ON ENVIRONMENTAL LIABILITIES

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

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

RECEIVER'S ACCOUNTS

18. **THIS COURT ORDERS** that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "Receiver's Charge") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.⁶

~~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".~~

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

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

FUNDING OF THE RECEIVERSHIP

21. **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$ 500,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "Receiver's Borrowings Charge") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

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

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

SERVICE AND NOTICE

25. **THIS COURT ORDERS** that the E-Service ~~Protocol~~Guide of the Commercial List (the "~~Protocol~~Guide") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the ~~Protocol~~Guide (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/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the ~~Protocol~~Guide, service of documents in accordance with the ~~Protocol~~Guide will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the ~~Protocol~~Guide with the following URL: ~~@~~<https://tdbadvisory.ca/insolvency-case/tag-gallipeau-corporation/>.

26. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the ~~Protocol~~Guide is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Debtor's creditors or other interested parties at their respective addresses as last shown on the records of the Debtor and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

27. **THIS COURT ORDERS** that the Applicant, the Receiver and their respective counsel are at liberty to serve or distribute this Order, any other materials and orders as may be

reasonably required in these proceedings, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to the Respondents' creditors or other interested parties and their advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or juridical obligation and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2-175 (SOR/DORS).

GENERAL

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

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

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

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

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

then on a substantial indemnity basis to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.

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

34. **THIS COURT ORDERS** that this order is effective from the date it is made, and it is enforceable without the need for entry and filing, provided that any party may nonetheless submit a formal order for original, signing, entry and filing, as the case may be.

SCHEDULE "A"

REAL PROPERTY

Municipal Address: 361 Queen Street, Smiths Falls, Ontario

PIN 05263-0168 (LT)

Legal Description: PART LOT 27 CONCESSION 2 MONTAGUE; PART SW 1/2 LOT 28 CONCESSION 2 MONTAGUE; PART NE 1/2 LOT 28 CONCESSION 2 MONTAGUE; PART LOT 29 CONCESSION 2 MONTAGUE, PARTS 1 AND 2 PLAN 27R9498, SAVE AND EXCEPT PART 1 PLAN 27R9880; SUBJECT TO AN EASEMENT AS IN RS71110; SUBJECT TO AN EASEMENT OVER PART 2 PLAN 27R9498 IN FAVOUR OF PART LOT 29 CONCESSION 2 MONTAGUE PART 1 PLAN 27R9880 AS IN LC112319; TOWN OF SMITHS FALLS

PIN 05265-0239 (LT)

Legal Description: PT LT 27,28,29 & 30 CON 3 MONTAGUE PARTS 5 AND 6 PLAN 27R9498; S/T RS71110; SUBJECT TO AN EASEMENT OVER PT 6 PL 27R9498 IN FAVOUR OF PT LT 29 CON 2 MONTAGUE PT 1 PL 27R9880 AS IN LC112319; TOWN OF SMITHS FALLS

PIN 05265-0336 (LT)

Legal Description: RDAL BTN CON 2 & 3 MONTAGUE BEING PART 1 ON 27R9609 AND PARTS 3,4 ON 27R9498 CLOSED BY BYLAW LC93863; SUBJECT TO AN EASEMENT OVER PT 4 PL 27R9498 IN FAVOUR OF PT LT 29 CON 2, MONTAGUE PT 1 PL 27R9880 AS IN LC112319; TOWN OF SMITHS FALLS

SCHEDULE "B"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that ~~[RECEIVER'S NAME]~~ TDB Restructuring Limited, the receiver (the "Receiver") of the property, assets, and undertakings ~~and properties [DEBTOR'S NAME] acquired for, or used in relation to a business carried on by the Debtor~~ of TAG Gallipeau Corporation, including the real property municipally known as 361 Queen Street, Smiths Falls, Ontario, including all proceeds thereof (collectively, the **"Property"**) ~~appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated the ____ day of _____, 20__ (the "Order") made in an action 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 of Justice • dated •, 2025 (the "Order") made in an application having Court file number •.

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

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

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

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

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

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

DATED the ____ day of _____, 20__.

~~[RECEIVER'S NAME]~~ **TDB**
RESTRUCTURING LIMITED, solely in its
capacity
as Receiver of the Property, and not in its
personal capacity

Per: _____
Name:
Title:

WESTOBORO MANAGEMENT LTD.
Applicant

-and-

TAG GALLIPEAU CORPORATION.
Respondent

Court File No.: CV-25-00747875-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT
TORONTO

ORDER
(Appointing Receiver)

CHAITONS LLP
5000 Yonge Street, 10th Floor
Toronto, Ontario M2N 7E9

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E-mail: maya@chaitons.com

Lawyers for the Applicant

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Document comparison by Workshare Compare on Monday, July 28, 2025 9:39:16 AM

Input:	
Document 1 ID	file:///C:/Users/LyndaC/Desktop/Model Order Appointing Receiver.DOC
Description	Model Order Appointing Receiver
Document 2 ID	file:///C:/Users/LyndaC/Desktop/Draft Order (Appointing Receiver).doc
Description	Draft Order (Appointing Receiver)
Rendering set	Standard

Legend:	
<u>Insertion</u>	
Deletion	
Moved from	
<u>Moved to</u>	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:

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Insertions	205
Deletions	149
Moved from	3
Moved to	3
Style changes	0
Format changes	0
Total changes	360

WESTBORO MORTGAGE INVESTMENT CORP.

-and-

TAG GALLIPEAU CORPORATION

Applicant

Respondent

Court File No. CV-25-00747875-00CL

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

PROCEEDING COMMENCED AT
TORONTO

APPLICATION RECORD

(Returnable on a date to be scheduled at the Case Conference
dated August 1, 2025)

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