



Ontario
Securities
Commission

Commission des
valeurs mobilières
de l'Ontario

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**IN THE MATTER OF THE *SECURITIES ACT*,
R.S.O. 1990, c. S.5, AS AMENDED**

- AND -

**IN THE MATTER OF HEIR HOME EQUITY INVESTMENT REWARDS INC.; FFI
FIRST FRUIT INVESTMENTS INC.; WEALTH BUILDING MORTGAGES INC.;
ARCHIBALD ROBERTSON; ERIC DESCHAMPS; CANYON ACQUISITIONS, LLC;
CANYON ACQUISITIONS INTERNATIONAL, LLC; BRENT BORLAND; WAYNE D.
ROBBINS; MARCO CARUSO; PLACENCIA ESTATES DEVELOPMENT, LTD.; COPAL
RESORT DEVELOPMENT GROUP, LLC; RENDEZVOUS ISLAND, LTD.; THE
PLACENCIA MARINA, LTD.; AND THE PLACENCIA HOTEL AND RESIDENCES LTD.**

**SETTLEMENT AGREEMENT
BETWEEN STAFF AND ERIC DESCHAMPS**

PART I – INTRODUCTION

1. The Ontario Securities Commission (the “Commission”) will issue a Notice of Hearing to announce that it will hold a hearing to consider whether, pursuant to sections 127 and 127.1 of the *Securities Act*, R.S.O. 1990, c. S-5, as amended (the “Act”), it is in the public interest for the Commission to approve this Settlement Agreement and to make certain orders in respect of Eric Deschamps (“Deschamps”).

PART II – JOINT SETTLEMENT RECOMMENDATION

2. Staff of the Commission (“Staff”) agree to recommend settlement of the proceeding commenced by Notice of Hearing dated March 29, 2011, and amended February 14, 2012 against Deschamps (the “Proceeding”) according to the terms and conditions set out in Part V of this Settlement Agreement. Deschamps agrees to the making of an order in the form attached as Schedule “A”, based on the facts set out below.

PART III – AGREED FACTS

3. Deschamps agrees with the facts as set out in Part III of this Settlement Agreement. To the extent that Deschamps does not have personal knowledge of certain facts as described below, he believes those facts to be true and accurate.
4. Staff and Deschamps agree that the facts and admissions set out in Part III of this Settlement Agreement are made without prejudice to Deschamps in any other proceedings of any kind including, but without limiting the generality of the foregoing, any other proceedings currently pending or which may be brought by any other person, corporation or agency.

A. OVERVIEW

5. Since September 2008, Deschamps was the “Chief Spiritual Officer” of HEIR Home Equity Investment Rewards Inc. ("HEIR"), as well as one of its salespeople. Up to and including August 3, 2010, Deschamps, on behalf of HEIR, engaged in various activities that constituted trading or acts in furtherance of trading of securities when he and HEIR were not registered with the Commission and when no exemptions from registration were available to them under the Act. Further, Deschamps and HEIR advised, engaged in and/or held themselves out as engaging in the business of advising with respect to investing in or buying securities without proper registration.
6. Among the securities traded and distributed by Deschamps and HEIR were those offered by Canyon Acquisitions, LLC, Canyon Acquisitions International, LLC, Brent Borland, Wayne D. Robbins, Marco Caruso and the Caruso Companies as defined below (collectively the “Canyon Respondents”).
7. Deschamps’ and HEIR’s activities involved trades in securities not previously issued which were therefore distributions. None of the Respondents has ever filed a preliminary prospectus or a prospectus with the Commission, and Deschamps is not aware of any prospectus receipt having ever been issued to qualify the sale of any of the securities that were traded by Deschamps or HEIR.
8. This conduct was in breach of the Act and in a manner that was contrary to the public interest.

B. BACKGROUND

9. Deschamps is a resident of Ontario and a member of HEIR since approximately 2006. In September 2008, he became the “Chief Spiritual Officer” of HEIR, and was employed in an executive position under the direction of Archibald Robertson (“Robertson”). He also became a salesperson for HEIR at that same time. For a period of approximately nine months, Deschamps was also HEIR’s National Sales Leader and HEIR’s salespeople reported to him.
10. Robertson is the sole shareholder and director of HEIR and its directing mind. He is also the sole shareholder and director of FFI First Fruit Investments Inc. (“FFI”) and Wealth Building Mortgages Inc. (“Wealth Building”) (together with HEIR, are collectively the “HEIR Entities”) and the directing mind of those companies. The HEIR Entities shared their principal office and centre of administration in Ottawa, Ontario.
11. Brent Borland (“Borland”) is a resident of the United States of America (“U.S.”) and the founder of Canyon Acquisitions, LLC (“Canyon U.S.”) He is Chief Executive Officer (“CEO”) and a directing mind of Canyon U.S. and Canyon Acquisitions International, LLC (“Canyon Nevis”) (collectively the “Canyon Entities”).
12. Wayne D. Robbins (“Robbins”) is a U.S. resident and the President of the Canyon Entities, and, along with Borland, a directing mind of these companies.
13. Marco Caruso (“Caruso”) is a resident of Belize, who represented himself to be a director and/or officer and directing mind of Placencia Estates Development, Ltd.; Copal Resort Development Group, LLC; Rendezvous Island, Ltd.; The Placencia Marina, Ltd.; and The Placencia Hotel and Residences Ltd. which are purportedly land development companies incorporated in Caribbean countries (collectively the “Caruso Companies”).
14. None of the respondents was registered with the Commission in any capacity at any time.

C. UNREGISTERED ACTIVITIES OF DESCHAMPS AND HEIR

i) Trading and Illegal Distribution in Securities

15. From at least September 2008 through August 3, 2010 (the “Material Time”), HEIR ran a private investment club under the direction of its founder, Robertson. Throughout the Material Time, HEIR

offered its fee paying members access to certain investments of various third parties, including the following (collectively the “Third Party Entities”):

- a. the Canyon Respondents;
- b. the Skyline Apartment Real Estate Investment Trust (the “Skyline REIT”) based in Ontario;
- c. Capital Mountain Holding Corporation, a company incorporated in Texas, and its related entities (collectively the “Capital Mountain Entities”); and
- d. Walton Capital Management Inc., a company incorporated in Ontario, and its related entities (the “Walton Entities”).

16. The investment products of the Third Party Entities constituted securities under Ontario securities laws (collectively the “Securities”), and included the following investments:

- a. investment contracts offered by or through the Canyon Entities and Caruso Companies;
- b. units of the Skyline REIT (“Skyline Securities”);
- c. promissory notes of the Capital Mountain Entities; and
- d. shares, limited partnership units or other securities in the Walton Entities offered by or through Walton Capital Management Inc..

17. Most HEIR members purchased the Securities and many invested in more than one. During the Material Time, HEIR and its consultants arranged the sale of at least \$50 million in securities of the Third Party Entities and other issuers to hundreds of investors consisting of HEIR members and others referred by HEIR consultants.

18. By September 2008, all of the investment opportunities with the Third Party Entities described above had already been arranged by Robertson and other HEIR personnel, and the majority of sales facilitated by HEIR had already occurred. Deschamps was not involved with finding any of the investment products of the Third Party Entities, or any other investment opportunities, and he relied upon the representations of HEIR and Robertson about the extent of due diligence done on those opportunities.

19. Deschamps acknowledges that he, Robertson and the HEIR Entities engaged in the following activities between September 2008 and August 3, 2010, which were consistent with HEIR's practices before he became its employee:
- a. advertising and promoting HEIR and/or the Securities through frequent appearances on radio show programs, networking and by maintaining a website for HEIR;
 - b. holding one-on-one sessions with potential investors that promoted HEIR and the Securities;
 - c. holding HEIR seminars and meetings with potential investors and arranging for presentations to be given by the Third Party Entities, including Borland and Robbins on behalf of the Canyon Respondents, who attended the HEIR meetings and gave presentations promoting the Securities and provided promotional and other materials including offering memoranda to potential investors;
 - d. arranging trips for HEIR members to resort locations to promote the Securities and meet representatives of the Third Party Entities, including Borland, Robbins and Caruso, with the HEIR Entities often paying for some of the associated expenses;
 - e. arranging for potential investors to have access to Third Party Entities' webinars regarding the Securities and otherwise facilitating investment in the Securities; and/or
 - f. employing and/or contracting commissioned sales agents to bring in new members and/or solicit investment in the Securities.
20. In addition, Deschamps acknowledges that he is aware of at least one instance in which the HEIR Entities accepted funds intended to purchase Securities offered by at least one of the Third Party Entities.
21. The HEIR Entities received commissions from the Third Party Entities for their activities during the Material Time, which commissions exceeded \$2 million during Deschamps' tenure. The HEIR Entities then paid HEIR's salespeople such as Deschamps, a portion of those commissions while retaining a large portion for use by the HEIR Entities.
22. With respect to the investment contracts of the Canyon Respondents and the promissory notes of the Capital Mountain Entities, no steps were taken to rely on any exemption to the prospectus and

registration requirements under Ontario securities laws. While Deschamps acknowledges that investments in Canyon and Capital Mountain are Securities, Deschamps was advised by Robertson and/or Canyon or Capital Mountain that these investments were real estate transactions and, as a result, at that time he mistakenly believed that these were not Securities. Deschamps failed to do any due diligence beyond discussions with Robertson and others acting on behalf of HEIR to determine whether these were in fact Securities.

23. In trading or distributing some of the Securities, such as the Skyline Securities and the securities of the Walton Entities, Deschamps was advised by Robertson that the investments were purportedly made in reliance upon the accredited investor exemption or one of the other exemptions set out in National Instrument 45-106 – *Prospectus and Registration Exemptions* (the “Purportedly Exempt Securities”). However, a significant number of investors to whom the Purportedly Exempt Securities were sold and distributed did not meet the requirements necessary to qualify as accredited investors or any of the other exemptions.
24. Deschamps and HEIR obtained financial and other information from potential investors. In some instances, Deschamps, Robertson and/or HEIR knew or ought to have known that the investors were not accredited or otherwise exempt.
25. Deschamps, Robertson and HEIR failed to ensure that the requirements for the exemptions to the registration and prospectus requirements were met.
26. Through the acts described above, Deschamps, Robertson and HEIR engaged in, and held themselves out as engaging in, the business of trading in securities in Ontario.
27. The Securities had not been previously issued. None of the Respondents has ever filed a preliminary prospectus or a prospectus with the Commission, and no prospectus receipt has ever been issued from the Director to qualify the sale of any of the Securities.

ii) Unregistered Advising by Deschamps and HEIR

28. In addition to solicitations and other acts in furtherance of trading, Deschamps, Robertson and HEIR expressly or impliedly recommended or endorsed the Securities to potential investors. They also recommended specific allocations of investment funds to be made by potential investors in regard to the Securities.

iii) Benefits Received by Deschamps

29. For his involvement with HEIR, in addition to salary and commissions on sales of HEIR memberships, Deschamps received commissions on the sales of securities that he arranged. In particular, directly and through a company he controlled, he received \$7,766.48 as his share of commissions for sales of Securities offered by the Canyon Respondents. Deschamps did not profit from sales of Capital Mountain, but lost money by investing in it, as did members of his family. Deschamps did receive commission payments from the HEIR Entities for a single sale of Skyline Securities to an investor who did meet the minimum investment exemption.

D. Deschamps' Cooperation with Staff's Investigation

30. Deschamps cooperated with Staff in its investigation by agreeing to provide documents and testimony and has worked diligently with Staff to resolve this matter without the need for a full hearing.

**PART IV – CONDUCT CONTRARY TO ONTARIO SECURITIES LAW
AND THE PUBLIC INTEREST**

31. By engaging in the conduct described above, Deschamps admits and acknowledges that he has breached Ontario securities law by contravening sections 25 and 53 of the Act, and Deschamps admits and acknowledges that he has acted contrary to the public interest in that:
- a. Deschamps, by his involvement in the sales of Securities, as described above, traded in securities (in that he acted directly or indirectly in furtherance of a trade in Securities) and/or engaged in, or held himself out as engaging in, the business of trading in securities, where no exemptions were available, without being registered to trade in securities, contrary to section 25 of the Act and contrary to the public interest;
 - b. Deschamps engaged in, or held himself out as engaging in, the business of advising with respect to investing in securities without being registered to advise in securities, contrary to section 25 of the Act and contrary to the public interest; and
 - c. The actions of Deschamps related to the sale of securities constituting distributions of securities where no preliminary prospectus and prospectus were issued nor receipted by

the Director, and where no exemptions were available, contrary to section 53(1) of the Act and contrary to the public interest.

PART V – TERMS OF SETTLEMENT

32. Deschamps agrees to the terms of settlement listed below and to the Order attached hereto, made pursuant to subsection 127(1) and section 127.1 of the Act that:
- (a) The settlement agreement is approved;
 - (b) Deschamps will cooperate with Staff in its investigation including testifying as a witness for Staff in any proceedings commenced or continued by Staff or the Commission relating to the matters set out herein and meeting with Staff in advance of that proceeding to prepare for that testimony;
 - (c) Deschamps will be reprimanded, pursuant to paragraph 6 of subsection 127(1) of the Act;
 - (d) Trading in any securities by Deschamps cease for a period of seven (7) years from the date of the Order attached as Schedule “A”, pursuant to paragraph 2 of subsection 127(1) of the Act;
 - (e) Acquisition of any securities by Deschamps is prohibited for a period of seven (7) years from the date of the Order attached as Schedule “A”, pursuant to paragraph 2.1 of subsection 127(1) of the Act;
 - (f) Any exemptions contained in Ontario securities law do not apply to Deschamps, for a period of seven (7) years from the date of the Order attached as Schedule “A”, pursuant to paragraph 3 of subsection 127(1) of the Act;
 - (g) Deschamps shall resign all positions that he holds as a director or officer of any issuer, registrant or investment fund manager, (except as set out in paragraph 32(h) below) pursuant to paragraphs 7, 8.1 and 8.3 of subsection 127(1) of the Act;
 - (h) Deschamps is prohibited, pursuant to paragraphs 8, 8.2 and 8.4 of subsection 127(1) of the Act, for a period of seven (7) years from the date of the Order attached as Schedule “A” from becoming or acting as a director or officer of any

issuer, registrant or investment fund manager with the exception that Deschamps is permitted to act or continue to act as a director and officer of any company through which he carries on business, so long as he, his spouse, and/or immediate family are the only holders of the securities of the corporation;

- (i) Deschamps is prohibited for a period of seven (7) years from the date of the Order attached as Schedule "A", from becoming or acting as a registrant, as an investment fund manager or as a promoter, pursuant to paragraph 8.5 of subsection 127(1) of the Act;
 - (j) Deschamps shall pay to the Commission an administrative penalty of \$7,233.52, for his failure to comply with Ontario securities law, pursuant to paragraph 9 of subsection 127(1) of the Act, to be designated for allocation or for use by the Commission pursuant to subsection 3.4(2)(b) of the Act;
 - (k) Deschamps shall disgorge to the Commission the sum of \$7,766.48, obtained as a result of non-compliance with Ontario securities law, pursuant to paragraph 10 of subsection 127(1) of the Act, to be designated for allocation or for use by the Commission pursuant to subsection 3.4(2)(b) of the Act;
 - (l) After the payments set out in paragraphs 32 (j) and (k) are made in full, as an exception to the provisions of paragraphs 32 (d), (e) and (f) Deschamps is permitted to trade in or acquire securities in his personal registered retirement savings plan ("RRSP") accounts and/or tax-free savings accounts ("TFSA") and/or for any registered education savings plan ("RESP") accounts for which he is a beneficiary or a sponsor; and
 - (m) Until the entire amount of the payments set out in paragraphs 32 (j) and (k) is paid in full, the provisions of paragraphs 32 (d), (e) and (f) shall continue in force without any limitation as to time period.
33. In regard to the payments ordered above, Deschamps agrees to personally make a payment of \$625.00 by certified cheque or bank draft when the Commission approves this Settlement Agreement. Deschamps further agrees to pay at least \$625.00 by cheque one month after the Commission approves this Settlement Agreement and to pay by cheque at least \$625.00 every month thereafter until the \$15,000 amount ordered above in paragraphs 32 (j) and (k) is paid in

full. Deschamps will not be reimbursed for, or receive a contribution toward, these payments from any other person or company other than voluntary assistance from his immediate family.

34. Deschamps undertakes to consent to a regulatory Order made by any provincial or territorial securities regulatory authority in Canada containing any or all of the prohibitions set out in subparagraphs 32 (c) to (i) above. These prohibitions and orders may be modified to reflect the provisions of the relevant provincial or territorial securities law.

PART VI – STAFF COMMITMENT

35. If the Commission approves this Settlement Agreement, Staff will not commence any proceeding under Ontario securities law in relation to the facts set out in Part III of this Settlement Agreement, subject to the provisions of paragraph 36 below.
36. If the Commission approves this Settlement Agreement and Deschamps fails to comply with any of the terms of the Settlement Agreement, Staff may bring proceedings under Ontario securities law against Deschamps. These proceedings may be based on, but are not limited to, the facts set out in Part III of this Settlement Agreement as well as the breach of the Settlement Agreement. In addition, if this Settlement Agreement is approved by the Commission, and Deschamps fails to comply with the terms of the Settlement Agreement, the Commission is entitled to bring any proceedings necessary to recover the amounts set out in sub-paragraphs 32 (j) and (k) above.

PART VII – PROCEDURE FOR APPROVAL OF SETTLEMENT

37. The parties will seek approval of this Settlement Agreement at a public hearing before the Commission scheduled for February 25, 2013, or on another date agreed to by Staff and Deschamps, according to the procedures set out in this Settlement Agreement and the Commission's *Rules of Procedure*.
38. Staff and Deschamps agree that this Settlement Agreement will form all of the agreed facts that will be submitted at the settlement hearing on Deschamps' conduct, unless the parties agree that additional facts should be submitted at the settlement hearing.
39. If the Commission approves this Settlement Agreement, Deschamps agrees to waive all rights to a full hearing, judicial review or appeal of this matter under the Act.

40. If the Commission approves this Settlement Agreement, none of the parties will make any public statement that is inconsistent with this Settlement Agreement or with any additional agreed facts submitted at the settlement hearing.
41. Whether or not the Commission approves this Settlement Agreement, Deschamps will not use, in any proceeding, this Settlement Agreement or the negotiation or process of approval of this agreement as the basis for any attack on the Commission's jurisdiction, alleged bias, alleged unfairness, or any other remedies or challenges that may otherwise be available.

PART VIII – DISCLOSURE OF SETTLEMENT AGREEMENT

42. If the Commission does not approve this Settlement Agreement or does not make the order attached as Schedule "A" to this Settlement Agreement:
 - (a) this Settlement Agreement and all discussions and negotiations between Staff and Deschamps before the settlement hearing takes place will be without prejudice to Staff and Deschamps; and
 - (b) Staff and Deschamps will each be entitled to all available proceedings, remedies and challenges, including proceeding to a hearing of the allegations contained in the Statement of Allegations. Any proceedings, remedies and challenges will not be affected by this Settlement Agreement, or by any discussions or negotiations relating to this agreement.
43. Both parties will keep the terms of the Settlement Agreement confidential until the Commission approves the Settlement Agreement. At that time, the parties will no longer have to maintain confidentiality. If the Commission does not approve the Settlement Agreement, both parties must continue to keep the terms of the Settlement Agreement confidential, unless Staff and Deschamps both agree in writing not to do so or if required by law.

PART IX – EXECUTION OF SETTLEMENT AGREEMENT

44. The parties may sign separate copies of this agreement. Together, these signed copies will form a binding agreement.

45. A facsimile copy or other electronic copy of any signature will be as effective as an original signature.

DATED this 13th day of February , 2013.

Witness: Jasmine Brown

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ERIC DESCHAMPS

DATED this 14th day of February, 2013.

TOM ATKINSON
Director, Enforcement Branch

SCHEDULE "A"

**IN THE MATTER OF THE *SECURITIES ACT*,
R.S.O. 1990, c. S.5, AS AMENDED**

- AND -

**IN THE MATTER OF HEIR HOME EQUITY INVESTMENT REWARDS INC.; FFI
FIRST FRUIT INVESTMENTS INC.; WEALTH BUILDING MORTGAGES INC.;
ARCHIBALD ROBERTSON; ERIC DESCHAMPS; CANYON ACQUISITIONS, LLC;
CANYON ACQUISITIONS INTERNATIONAL, LLC; BRENT BORLAND; WAYNE D.
ROBBINS; MARCO CARUSO; PLACENCIA ESTATES DEVELOPMENT, LTD.; COPAL
RESORT DEVELOPMENT GROUP, LLC; RENDEZVOUS ISLAND, LTD.; THE
PLACENCIA MARINA, LTD.; AND THE PLACENCIA HOTEL AND RESIDENCES LTD.**

- AND -

**IN THE MATTER OF A SETTLEMENT AGREEMENT BETWEEN
STAFF OF THE ONTARIO SECURITIES COMMISSION AND ERIC DESCHAMPS**

ORDER

(Sections 127 and 127.1 of the *Securities Act*)

WHEREAS on March 29, 2011, the Ontario Securities Commission (the "Commission") issued a Notice of Hearing pursuant to sections 127 and 127.1 of the *Securities Act*, R.S.O. 1990, c. S.5, as amended (the "Act") to consider whether it is in the public interest to make orders, as specified therein, against and in respect of Eric Deschamps ("Deschamps") and others. The Notice of Hearing was issued in connection with the allegations as set out in the Statement of Allegations of Staff of the Commission ("Staff") dated March 29, 2011 and amended February 14, 2012;

AND WHEREAS Deschamps entered into a Settlement Agreement with Staff of the Commission dated _____, 2013 (the "Settlement Agreement") in which Deschamps agreed to a proposed settlement of the proceeding commenced by the Notice of Hearing dated March 29, 2011, subject to the approval of the Commission;

AND WHEREAS on _____, 2013, the Commission issued a Notice of Hearing pursuant to section 127 of the Act to announce that it proposed to hold a hearing to consider whether it is in the public interest to approve a settlement agreement entered into between Staff and Deschamps;

AND UPON reviewing the Settlement Agreement, the Notices of Hearing, and the Amended Statement of Allegations of Staff of the Commission, and upon hearing submissions from counsel for Deschamps and from Staff of the Commission;

AND WHEREAS the Commission is of the opinion that it is in the public interest to make this Order;

IT IS HEREBY ORDERED THAT:

46. The settlement agreement is approved;
47. pursuant to paragraph 6 of subsection 127(1) of the Act, Deschamps shall be reprimanded;
48. pursuant to paragraph 2 of subsection 127(1) of the Act, trading in any securities by Deschamps cease for a period of seven (7) years from the date of this Order;
49. pursuant to paragraph 2.1 of subsection 127(1) of the Act, acquisition of any securities by Deschamps is prohibited for a period of seven (7) years from the date of this Order;
50. pursuant to paragraph 3 of subsection 127(1) of the Act, any exemptions contained in Ontario securities law do not apply to Deschamps, for a period of seven (7) years from the date of this Order;
51. pursuant to paragraphs 7, 8.1 and 8.3 of subsection 127(1) of the Act, Deschamps shall resign all positions that he holds as a director or officer of any issuer, registrant or investment fund manager (except as set out in paragraph (g) below);
52. pursuant to paragraphs 8, 8.2 and 8.4 of subsection 127(1) of the Act, Deschamps is prohibited for a period of seven (7) years from the date of this Order from becoming or acting as a director or officer of any issuer, registrant or investment fund manager with the exception that Deschamps is permitted to act or continue to act as a director and officer of any company through which he carries on business, so long as he, his spouse, and/or his immediate family are the only holders of the securities of the corporation;
53. pursuant to paragraph 8.5 of subsection 127(1) of the Act, Deschamps is prohibited for a period of seven (7) years from the date of this Order from becoming or acting as a registrant, as an investment fund manager or as a promoter;

54. pursuant to paragraph 9 of subsection 127(1) of the Act, Deschamps shall pay to the Commission an administrative penalty of \$7,233.52 for his failure to comply with Ontario securities law, to be designated for allocation or for use by the Commission pursuant to subsection 3.4(2)(b) of the Act;
55. pursuant to paragraph 10 of subsection 127(1) of the Act, Deschamps shall disgorge to the Commission the sum of \$7,766.48, obtained as a result of non-compliance with Ontario securities law, to be designated for allocation or for use by the Commission pursuant to subsection 3.4(2)(b) of the Act;
56. After the payments set out in paragraphs (i) and (j) are made in full, as an exception to the provisions of paragraphs (c), (d) and (e), Deschamps is permitted to trade in or acquire securities in his personal registered retirement savings plan (“RRSP”) accounts and/or tax-free savings accounts (“TFSA”) and/or for any registered education savings plan (“RESP”) accounts for which he is a beneficiary or a sponsor;
57. Until the entire amount of the payments set out in paragraphs (i) and (j) is paid in full, the provisions of paragraphs (c), (d) and (e) shall continue in force without any limitation as to time period; and
58. In regard to the payments ordered above, Deschamps agrees to make a payment of \$625.00 by certified cheque or bank draft when the Commission approves this Settlement Agreement. Deschamps further agrees to pay at least \$625.00 by cheque one month after the Commission approves this Settlement Agreement and to pay by cheque at least \$625.00 every month thereafter until the entire amount of the payments set out in paragraphs (i) and (j) is paid in full. Deschamps will not be reimbursed for, or receive a contribution toward, these payments from any other person or company other than voluntary assistance from his immediate family.

DATED at Toronto this ____ day of February, 2013.

James E. A. Turner