

Court File No. CV-24-00713711-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

1000171168 ONTARIO INC.

**Plaintiff
(Defendant by Counterclaim)**

- and -

PORT SEVERN HEIGHTS INC.

**Defendant
(Plaintiff by Counterclaim)**

**MOTION RECORD OF THE MOVING PARTY,
PORT SEVERN HEIGHTS INC.
(re Receivership Motion returnable September 20, 2024)**

Volume 1 of 2

July 5, 2024

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**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

1000171168 ONTARIO INC.

**Plaintiff
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Tab 1

Court File No. CV-24-00713711-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

1000171168 ONTARIO INC.

**Plaintiff
(Defendant by Counterclaim)**

- and -

PORT SEVERN HEIGHTS INC.

**Defendant
(Plaintiff by Counterclaim)**

NOTICE OF MOTION

The Defendant (Plaintiff by Counterclaim), Port Severn Heights Inc. (“**Port Severn**”), will bring a motion to a judge on Friday, September 20, 2024 at 10:00 am, or as soon thereafter as the motion may be heard at 330 University Avenue, Toronto, Ontario.

PROPOSED METHOD OF HEARING: The Motion is to be heard (*choose appropriate option*)

In writing under subrule 37.12.1(1) because it is
[insert on consent, unopposed or made without notice];

In writing as an opposed motion under subrule 37.12.1(4);

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- In person;
- By telephone conference;
- By video conference.

at the following location

Superior Court of Justice, 330 University Avenue, Toronto, ON M5G 1R7

THE MOTION IS FOR:

- (a) the appointment of a receiver, or a receiver-manager (the “**Receiver**”), over the subject property (the “**Property**”) described below, with all of the powers to enter into the listing and sale of the Property as the Receiver deems fit, including those referenced in **Schedule “A”** hereto, or as otherwise ordered by this Honourable Court;
- (b) an order enjoining the Plaintiff, 1000171168 Ontario Inc. (the “**Borrower**”), from interfering with the listing and sale of the Property by the Receiver, or by Port Severn, as mortgagee;
- (c) costs of the cross-motion on a substantial indemnity basis; and
- (d) such further and other relief as to this Honourable Court may seem just.

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THE GROUNDS FOR THE MOTION ARE:

2. The Borrower is the registered owner of the Property, which is a property that was being developed by Port Severn over many years, and which is legally known as:

PART LOT 30 CONCESSION 4 BAXTER PART 2 35R18204, EXCEPT PART 1 35R27136; PART LOT 30 CONCESSION 3 BAXTER PARTS 1-10 35R18203, EXCEPT PARTS 1, 2 & 3 35R23914 & EXCEPT PART 3 35R25939; SUBJECT TO AN EASEMENT OVER PART 4 35R23914 IN FAVOUR OF PART LOT 30 CONCESSION 3 BAXTER PART 1 35R23914 AS IN MT149718; SUBJECT TO AN EASEMENT OVER PART 4 35R23914 IN FAVOUR OF PART LOT 30 CONCESSION 3 BAXTER PART 2 35R23914 AS IN MT149719; SUBJECT TO AN EASEMENT OVER PART 4 35R23914 IN FAVOUR OF PART LOT 30 CONCESSION 3 BAXTER PART 3 35R23914 AS IN MT149720; SUBJECT TO AN EASEMENT OVER PART LOT 30 CONCESSION 3 BAXTER, PART 1 & 2 35R25939 AS IN MT256750; TOWNSHIP OF GEORGIAN BAY; bearing PIN 48018-0821 (LT)

3. Port Severn holds a first mortgage on title to the Property, which was registered as Instrument No. MT264645 (the "**Mortgage**") on May 5, 2022.

4. The Mortgage was granted by the Borrower to Port Severn as a vendor take back mortgage.

5. The principal amount owing pursuant to the Mortgage is \$6,000,000, and interest is payable quarterly by the Borrower at the rate of 4% per annum (ie. \$60,000 per quarter) as of October 14, 2022.

6. The term of the Mortgage expires April 14, 2025.

7. The Mortgage incorporates the *Land Registration Reform Act* Set of Standard Charge Terms bearing Filing Number 200033 (the "**Standard Charge Terms**").

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8. Paragraph 3 of the Additional Provisions of the Mortgage provides that the Borrower was required to register a plan of subdivision for the portion of the Property comprising the Phase 1 lands (being Plan of Subdivision File S2007-4) on or before November 4, 2023 (the “**November 2023 Registration Covenant**”), failing which the Borrower would be in default of the Mortgage.

9. The November 2023 Registration Covenant was of extreme importance to Port Severn, both in terms of maintaining the value of the Property (and the security provided by way of the Mortgage), as well as maintaining the value of Port Severn’s interest in the abutting lands, which Port Severn intends to develop.

10. The Borrower breached the November 2023 Registration Covenant (“**Default 1**”), and Port Severn commenced power of sale proceedings in respect of Default 1 in November 2023 by serving appropriate notices pursuant to both the *Bankruptcy and Insolvency Act* and the *Mortgages Act* (Ontario).

11. Over and above Default 1, the Borrower did not pay the quarterly interest payment of \$60,000 which was due on April 14, 2024 (“**Default 2**”). Accordingly, Port Severn commenced power of sale proceedings in respect of Default 2 in April 2024 by serving appropriate notices pursuant to both the *Bankruptcy and Insolvency Act* and the *Mortgages Act* (Ontario).

12. In these proceedings, the Borrower is unlawfully challenging the right of Port Severn to proceed with its mortgage remedies, despite Default 1 and Default 2.

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13. Without the appointment of the Receiver, Port Severn's ability to effectively exercise its mortgage remedies will be frustrated by the Borrower, especially because both a listing agent and a purchaser will be hesitant or will otherwise be disinclined to enter into listing and sale transactions in light of the interference and uncertainty being created by the Borrower.

14. It is just or convenient that the Receiver be appointed to list and sell the Property under the circumstances.

15. The *Courts of Justice Act*, R.S.O. 1990, c. C.43, section 101.

16. The *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B. 3, section 243.

17. Rule 41 of the *Rules of Civil Procedure*.

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

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

- (a) The Affidavit of Mike Florence, sworn;
- (b) The evidence of Port Severn's planners, engineers and/or real estate agents;
- (c) The transcripts from the cross-examination of Matthew Christie;

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- (d) The Consent of Bryan Tannenbaum, FCPA, FCA, FCIRP, LIT, Managing Director of TDB Restructuring Limited, to act as the Receiver; and
- (e) Such further and other documentary evidence as counsel may advise and this Honourable Court permits.

June 11, 2024

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SCHEDULE "A"

Court File No. CV-24-00713711-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE)
)
JUSTICE) **....., THE**
DAY OF, 2024

B E T W E E N:

1000171168 ONTARIO INC.

Plaintiff (Defendant by Counterclaim)

- and -

PORT SEVERN HEIGHTS INC.

Defendant (Plaintiff by Counterclaim)

**ORDER
(Appointing Receiver)**

THIS MOTION made by the Defendant (Plaintiff by Counterclaim), Port Severn Heights Inc. ("**Port Severn**"), 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 as receiver over the lands legally described as Pt Lt 30 Con 4

Baxter Pt 2 35R18204; Pt Lt 30 Con 3 Baxter Pt 1-10 35R18203 Except Pt 1, 2 & 3 On 35R23914, Except Part 3 35R-25939 and Except Part 1 3R-27136; Georgian Bay; The District Municipality of Muskoka; Subject to an Easement over Part 4 on 35R23914 in favour of Pt Lt 30 Con 3 Baxter Pt 1 on 35R23914 as in MT149718; Subject to an Easement over Part 4 on 35R23914 in favour of Pt Lt 30 Con 3 Baxter Pt 2 on 35R23914 as in MT149719; Subject to an Easement over Part 4 on 35R23914 in favour of Pt Lt 30 Con 3 Baxter Pt 3 on 35R23914 As In MT149720; Subject to an Easement over Part Lot 30 Concession 3 Baxter, Part 1 And 2, 35R25939 as in MT256750 (the “**Property**”) owned by 1000171168 Ontario Inc. (the “**Debtor**”), was heard this day at Toronto, Ontario.

AND ON READING the Affidavits of Matthew Christie and Don Manson, the transcripts from their cross-examinations, the Facta of the parties, and on hearing the submissions of the lawyers for the parties,

AND ON READING the Consent of TDB Restructuring Limited (“**TDB**” or the “**Receiver**”) to act as the Receiver,

SERVICE

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

APPOINTMENT

2. **THIS COURT ORDERS** that pursuant to section 243(1) of the BIA and section 101 of the CJA, TDB is hereby appointed Receiver, without security, of 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 engaging of independent security personnel and the placement of such insurance coverage as may be necessary or desirable;
- (c) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (d) to settle, extend or compromise any indebtedness owing to the Debtor, with respect to the Property;
- (e) 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;
- (f) 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 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;

- (g) 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;
- (h) 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;
- (i) 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;
- (j) to consult with Port Severn on all matters relating to the Property and the receivership, subject to such terms as to confidentiality as the Receiver deems advisable;
- (k) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (l) to apply for any permits, licences, approvals or permissions with respect to the Property as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;

- (m) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor; and
- (n) 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, shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being “**Persons**” and each being a “**Person**”) shall grant immediate and continued access to the Property to the Receiver, and shall deliver the Property to the Receiver upon the Receiver’s request.

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

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

NO PROCEEDINGS AGAINST THE RECEIVER

7. **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 PROPERTY

8. **THIS COURT ORDERS** that no Proceeding against or in respect of 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 Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

9. **THIS COURT ORDERS** that all rights and remedies against the Receiver, or affecting the Property, including, without limitation, licenses and permits, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any

“eligible financial contract” as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtor, to carry on any business which the Debtor, is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtor, from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

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

RECEIVER TO HOLD FUNDS

11. **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, 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.

LIMITATION ON ENVIRONMENTAL LIABILITIES

12. **THIS COURT ORDERS** that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, “**Possession**”) of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other

contamination including, without limitation, the *Canadian Environmental Protection Act*, the Ontario *Environmental Protection Act*, the *Ontario Water Resources Act*, or the Ontario *Occupational Health and Safety Act* and regulations thereunder (the “Environmental Legislation”), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver’s duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER’S LIABILITY

13. **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

14. **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.

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

16. **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

17. **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow from Port Severn Heights 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 \$● (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, fees, 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.

18. **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.

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

20. **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

21. **THIS COURT ORDERS** that The Guide Concerning Commercial List E-Service (the "**Protocol**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <https://www.ontariocourts.ca/scj/practice/practice-directions/toronto/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, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL **[Insert TDB website link once available]**.

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

GENERAL

23. **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.

24. **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.

25. **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.

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

27. **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.

28. **THIS COURT ORDERS** that this Order is effective from today's date and it is not required to be entered.

SCHEDULE "A"
RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that TDB Restructuring Limited, the receiver over the lands legally described as Pt Lt 30 Con 4 Baxter Pt 2 35R18204; Pt Lt 30 Con 3 Baxter Pt 1-10 35R18203 Except Pt 1, 2 & 3 On 35R23914, Except Part 3 35R-25939 and Except Part 1 3R-27136; Georgian Bay; The District Municipality of Muskoka; Subject to an Easement over Part 4 on 35R23914 in favour of Pt Lt 30 Con 3 Baxter Pt 1 on 35R23914 as in MT149718; Subject to an Easement over Part 4 on 35R23914 in favour of Pt Lt 30 Con 3 Baxter Pt 2 on 35R23914 as in MT149719; Subject to an Easement over Part 4 on 35R23914 in favour of Pt Lt 30 Con 3 Baxter Pt 3 on 35R23914 As In MT149720; Subject to an Easement over Part Lot 30 Concession 3 Baxter, Part 1 And 2, 35R25939 as in MT256750 (the "**Property**") owned by 1000171168 Ontario Inc. (the "**Debtor**") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated the ___ day of _____, 2024 (the "**Order**") made in a motion having Court File number CV-24-00713711-0000, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$ _____, being part of the total principal sum of \$ _____ which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded 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

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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 _____, 2024

TDB Restructuring Limited, solely in its capacity as Receiver of the Property, and not in its personal capacity

Per: _____
Name:
Title:

1000171168 ONTARIO INC
Plaintiff (Defendant by Counterclaim)

and PORT SEVERN HEIGHTS INC.
Defendant (Plaintiff by Counterclaim)

Court File No. CV-24-00713711-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
PROCEEDING COMMENCED AT
TORONTO

ORDER
(Appointing Receiver)

Cassels Brock & Blackwell LLP

Suite 3200, Bay Adelaide Centre - North Tower
40 Temperance Street
Toronto, ON M5H 0B4

Robert B. Cohen LSO #: 32187D

Tel: 416.869.5425

rcohen@cassels.com

Lawyers for the Defendant (Plaintiff by Counterclaim)

Email for party served:

Elliot Birnboim for 1000171168 Ontario Inc. at
ebirnboim@cpllp.com:

1000171168 ONTARIO INC.
Plaintiff

and **PORT SEVERN HEIGHTS INC.**
Defendant

Court File No. CV-24-00713711-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT
TORONTO

NOTICE OF MOTION

Cassels Brock & Blackwell LLP
Suite 3200, Bay Adelaide Centre - North Tower
40 Temperance Street
Toronto, ON M5H 0B4

Robert B. Cohen LSO #: 32187D
Tel: 416.869.5425
rcohen@cassels.com

Lawyers for the Defendant (Plaintiff by Counterclaim)

Email for party served:
Elliot Birnboim: ebirnboim@cpllp.com
Michael Crampton: mcrampton@cpllp.com

Tab 2

Court File No. CV-24-00713711-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

1000171168 ONTARIO INC.

**Plaintiff
(Defendant by Counterclaim)**

- and -

PORT SEVERN HEIGHTS INC.

**Defendant
(Plaintiff by Counterclaim)**

AFFIDAVIT OF MICHAEL FLORENCE

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

Personal Background Information and Involvement

1. I am the President, the majority shareholder (through a holding company, Rikare Management Inc.), and a director of the Defendant (Plaintiff by Counterclaim), Port Severn Heights Inc. ("**PSHI**"), and I have held those positions since PSHI was incorporated (as 2087097 Ontario Inc.) in November 2005.

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2. I was personally involved in the acquisition, development and sale of the **“Subject Property”** (being comprised of the “Phase 1 Lands” and the “Phase 2 Lands” referenced below).
3. I was also personally involved in the acquisition and proposed development of the abutting “Phase 3 Lands”, as well as the acquisition of the abutting “Phase 4 Lands” referenced below, both of which are currently owned by PSHI.
4. I have been involved in the acquisition, development and sale of real estate in the Province of Ontario for decades.
5. As such, I have knowledge of the matters hereinafter deposed.

The Parties

6. As indicated above, PSHI is an Ontario corporation which was incorporated in November 2005 for the purpose of owning and developing the Subject Property, as well as the abutting lands (being the Phase 3 Lands and the Phase 4 Lands).
7. The Subject Property is currently owned by the Plaintiff (Defendant by Counterclaim), 1000171168 Ontario Inc. (the **“Chargor”**).
8. It is my understanding that the principal of the Chargor is Matthew Christie (**“Christie”**).

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PSHI Acquires the Subject Property Acquired in 2005 - Development Costs

9. In December 2005, and through power of sale proceedings, PSHI purchased the Subject Property, the Phase 3 Lands, and the Phase 4 Lands for \$995,000.

10. At that time, and until late 2022 when the Phase 3 Lands were severed from the Subject Property (as referenced below), title to the Subject Property included title to the abutting and non-severed Phase 3 Lands.

11. PSHI acquired the Subject Property (inclusive of the Phase 3 Lands and the abutting Phase 4 Lands) with the intention of developing a large residential subdivision thereon in various phases (the “**Proposed Development**”).

12. To move forward with the Proposed Development, and over the ensuing years, PSHI retained lawyers, engineers, surveyors, planners, and other consultants at considerable expense.

13. As of April 2022 (the month prior to completing the sale of the Subject Property, inclusive of the non-severed Phase 3 Lands, to the Chargor), PSHI incurred approximately \$2,700,000 in development costs for the Phase 1 Lands and the Phase 2 Lands.

14. As of the date hereof, PSHI has incurred approximately \$1,150,000 in additional development costs for the Phase 3 Lands and the Phase 4 Lands.

15. Some of the details of the studies, reports and assessments conducted at the expense of PSHI in respect of the Proposed Development are set out below:

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- Flood line Mapping and Storm Water Management Assessments, September 2007, prepared by URS Consulting;
- Phase 1 servicing report, February 2012, prepared by Pinestone Engineering submitted as part of the phase 1 draft plan of subdivision application;
- Environmental Impact Statement, October 2009, prepared by Michalski Nielsen Associates Limited;
- Phases 2 & 3 Environmental Impact Study Update, December 2014, prepared by Fri Ecological Services;
- Traffic Impact Assessment For Phase 1, 2 & Commercial, March 2008, prepared by TSH Engineering
- Traffic Impact Assessment Update Phase 1 & Commercial, May 2012, Prepared by Stantec Engineering
- Geotechnical Report Phase 1, January 2007, Prepared by Jacques Whitford

16. As referenced above, PSHI retained Pinestone Engineering Ltd. ("**Pinestone**"), including Edward Maurer ("**Maurer**"), Certified Engineering Technologist (C.E.T.), who prepared a Site Servicing Report Update (the "**2012 Pinestone Report**") dated February 9, 2012 for the Phase 1 Lands.

17. The 2012 Pinestone Report was prepared in support of a Commercial Lands Severance Application and the Phase 1 Red-lined Draft Plan prepared for submission by Wayne Simpson and Associates ("**Simpson**"), PSHI's land use planners for the Subject Property, inclusive of the Phase 3 Lands.

18. Further, the 2012 Pinestone Report was prepared to update to the original servicing report that was prepared by TSH Engineering on behalf of PSHI in 2007, at which time the development on the Phase 1 Lands contemplated 163 residential units and commercial lands being built thereon.

19. In addition, PSHI retained Maurer, then at Tulloch Engineering ("**Tulloch**"), to provide servicing studies and reports for the Phase 2 and Phase 3 Lands. Tulloch

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prepared a “Preliminary Servicing Report” (the “**2015 Tulloch Report**”) dated March 19, 2015 for the Phase 2 and Phase 3 Lands.

20. Tulloch also prepared a Preliminary Functional Servicing Report Update (the “**2022 Tulloch Report**”) dated January 2022 in respect of the Phase 1 Lands.

21. The 2012 Pinestone Report, the 2015 Tulloch Report, and the 2022 Tulloch Report set out various details about the Subject Property (inclusive of the Phase 3 Lands), along with the Proposed Development, and how it was modified over the last fifteen (15) years or so.

Details about the Subject Property and the Proposed Development

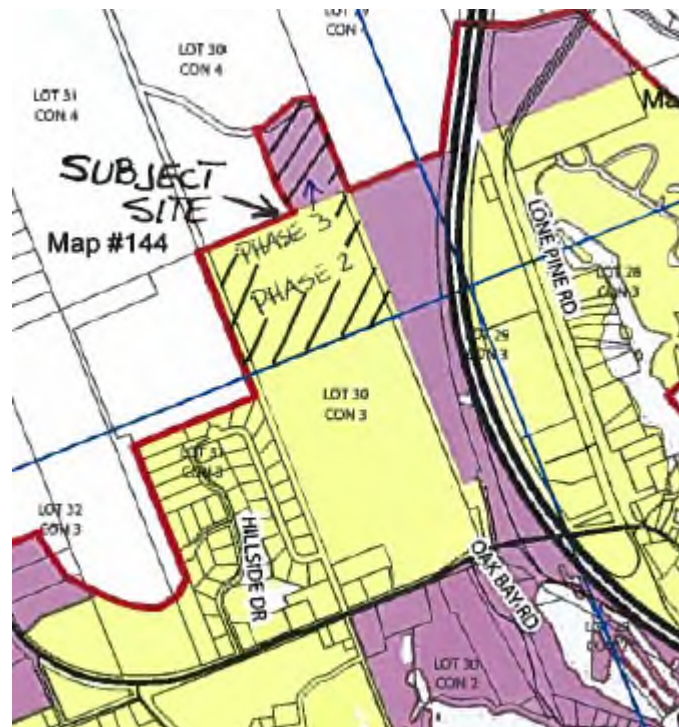
22. The Subject Property (inclusive of the Phase 1 Lands, the Phase 2 Lands, and the Phase 3 Lands) are vacant lands legally situated in the village of Port Severn, in the Township of Georgian Bay, District Municipality of Muskoka, in the Province of Ontario, being more particularly located on Lot 30, Concession 3, and Lot 30, Concession 4, in the Township of Baxter.

23. The Phase 1 Lands cover approximately 48.9 acres. As reflected in the 2022 Tulloch Report, the Phase 1 Lands, which were initially being developed to accommodate 277 units (as reflected in the 2012 Pinestone Report), are now being developed to accommodate 223 units (as reflected in the 2022 Tulloch Report).

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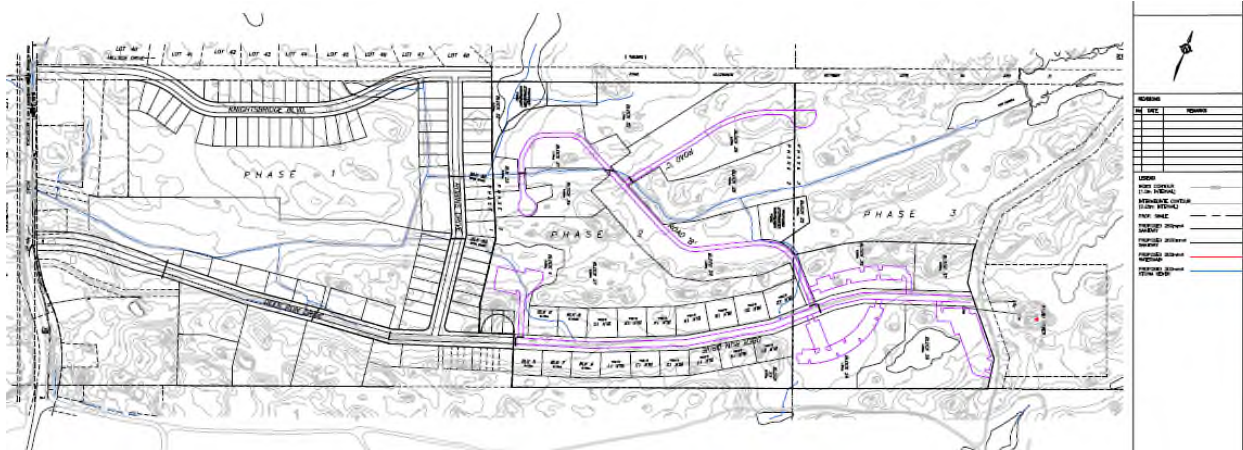
24. The Phase 2 Lands cover approximately 66.5 acres, and the Phase 3 Lands cover approximately 10.13 acres. As reflected in the 2015 Tulloch Report, the Phase 2 and Phase 3 Lands contemplate 304 units being constructed thereon.

25. Maps of the Subject Property (inclusive of the Phase 3 Lands and the Phase 4 Lands) are found at Appendices A and D to the 2015 Tulloch Report, and an excerpt of the map at Appendix A is set out below for convenience (with the Phase 1 Lands being coloured in yellow without any cross-hatching or other markings and with "Lot 30, Con 3" referenced thereon, the Phase 2 Lands being coloured in yellow with cross-hatching and marked with "Phase 2" thereon, the Phase 3 Lands being a "toe" of land abutting the Phase 2 Lands, coloured in purple with cross-hatching and with an arrow marked "Phase 3" pointing thereto, and the Phase 4 Lands abutting the Phase 3 Lands without any colouring or cross-hatchings and with "Lot 30 Con 4" being indicated thereon):



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26. Another helpful map (at Appendix D of the 2015 Tulloch Report) showing the Phase 1 Lands, the Phase 2 Lands, and the Phase 3 Lands is set out below:



27. The Proposed Development on the Subject Property (inclusive of the Phase 3 Lands) in 2015 was described in section 2.2 of the 2015 Tulloch Report, as follows:

2.2 Service Population

As stated in the 2012 servicing report, the serviceable areas include the Phase 1 subdivision area and future Phases 2 and 3 lands to the north. The revised Master Plan for the entire development lands has been included in Appendix D for reference. The Master Plan now includes a population of 1581(527x3) residential and 78 (26x3) equivalent commercial as shown below in Table 1

Phase 1	Phase 2	Phase 3
64 Single Family Units	66 Single Family Units	128 Multi Residential Units
47 Townhouse Units	75 Townhouse Units	
<u>112 Multi Residential Units</u>	<u>35 Multi Residential Units</u>	

28. As of the date hereof, PSHI still intends to develop the Phase 3 Lands to accommodate 128 multi residential units, as referenced above.

29. PSHI also intends to move forward with development of the Phase 4 Lands (comprising approximately 74.7 acres) in the future.

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Draft Plan Approval and Conditions for the Proposed Development

30. Through a series of official plan amendments, zoning by-law amendments, an appeal to the Ontario Municipal Board, negotiations with The District Municipality of Muskoka (the “**District**”), and other steps and processes, and predicated on various promises made on behalf of PSHI and the District in respect of construction and the allocation of sewer and water for the Proposed Development, PSHI obtained draft plan approval (“**Draft Plan Approval**”) for the Proposed Development of the Subject Property.

31. In particular, and as set out in the document entitled Schedule “A” Consolidation Plan of Subdivision File S2007-4 dated March 16, 2020 (the “**Phase 1 Draft Plan Approval**”), as attached hereto and marked as **Exhibit “A”**, PSHI obtained revisions to the previous conditions of draft plan of subdivision approval for the Phase 1 Lands.

32. As set out in the document entitled Schedule “A” Authorization dated January 25, 2022 for Plan of Subdivision File S2016-1 (the “**Phase 2 Draft Plan Approval**”), as attached hereto and marked as **Exhibit “B”**, PSHI obtained revisions to the previous conditions of draft plan approval for the Phase 2 Lands.

33. The Phase 1 Draft Plan Approval has a number of conditions that must be met on a timely basis in order for the owner of the Phase 1 Lands to move forward with the development and building of units thereon, as contemplated by the Proposed Development. By obtaining the Phase 1 Draft Plan Approval (at considerable cost and effort by PSHI), and provided that the conditions prescribed therein are fulfilled on a timely basis, the value of the Phase 1 Lands was significantly enhanced by PSHI.

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34. As reflected in Part C of the Phase 1 Draft Plan Approval, each of the conditions contained therein had to be completed on or before March 16, 2022, subject to the District granting an extension of the “lapsing provision” thereof.

35. Likewise, the Phase 2 Draft Plan Approval has a number of conditions that must be met on a timely basis in order for the owner of the Phase 2 Lands to move forward with the development and building of units thereon, as contemplated by the Proposed Development.

36. Again, by obtaining the Phase 2 Draft Plan Approval (at considerable cost and effort by PSHI), and provided that the conditions prescribed therein are fulfilled on a timely basis, the value of the Phase 2 Lands was significantly enhanced by PSHI.

37. As reflected in paragraph 7 of the Phase 2 Draft Plan Approval, each of the conditions contained therein had to be completed on or before January 24, 2024, subject to the District granting an extension of the “lapsing provision” thereof.

Linkage between Approvals and Conditions for Phase 1, 2, 3 and 4 Lands

38. I am advised by my review of an Affidavit (the “**Maurer Affidavit**”) sworn by Maurer on July 2, 2024 in these proceedings, and I believe, that there is a concrete link between the owner of the Phase 1 Lands and the Phase 2 Lands complying with the conditions in the Phase 1 Draft Plan Approval and the Phase 2 Draft Plan Approval on a timely basis, on one hand, and the ability of the owner of the Phase 3 Lands and the Phase 4 Lands (namely, PSHI) to develop those contiguous properties, on the other hand, in that:

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- (a) there is expected to be a coordination of planning and the sharing of servicing, including the allocation of sewers, for contiguous development properties like the Phase 1 Lands, the Phase 2 Lands, the Phase 3 Lands, and the Phase 4 Lands; and
- (b) The District will consider the reputations and credibility of the owner of the lands in question (i.e. currently, the Chargor, who owns the Phase 1 Lands and the Phase 2 Lands) in deciding whether to grant site plan approval for development, and the conditions to be imposed in connection therewith, which can seriously impact the owner of abutting development lands (ie. currently, PSHI, who owns the Phase 3 Lands and the Phase 4 Lands).

Agent Orchestrates Sale of the Subject Property

39. It is my understanding that, in or about October of 2021, a real estate broker introduced PSHI agents to a group of potential purchasers, represented by Ripudaman Dhillon (“**Dhillon**”), who were interested in purchasing and developing the Subject Property.

40. At this time, and after having previously sold approximately 8 acres of the Phase 1 Lands that had been designated as “commercial lands”, PSHI was prepared to sell the Subject Property to Dhillon, provided that Dhillon would be required to re-convey the Phase 3 Lands to PSHI at a later date for nominal consideration once the Phase 3 Lands were severed from the Phase 1 Lands and the Phase 2 Lands.

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41. Consequently, and in or about October 2021, PSHI, as Seller, entered into an Agreement of Purchase and Sale (the “**Assigned APS**”) with Dhillon in trust for the group of purchasers, as Buyer, whereby PSHI agreed to sell, and Dhillon in trust agreed to buy, the Subject Property, inclusive of the non-severed Phase 3 Lands.

42. The Assigned APS prescribes the purchase price for the Subject Property at \$8 million (\$2 million in cash on closing, inclusive of \$200,000 in deposits, and a vendor take back mortgage of \$6 million), with the sale of the Subject Property being subject to the rights of PSHI to obtain a re-conveyance of the Phase 3 Lands for nominal consideration after a severance was obtained, as detailed below. Attached hereto and marked as **Exhibit “C”** is copy of the Assigned APS.

43. The requirement for PSHI to take back a mortgage on closing is set out in Schedule A of the Assigned APS, as follows:

VENDOR TAKEBACK MORTGAGE

The Seller agrees to a take back mortgage for the balance of the purchase price bearing interest at a rate of 4% per annum, repayable interest only, quarterly and maturing Three (3) years from the date of acceptance of this Agreement of Purchase and Sale. The Seller agrees to waive payments on the mortgage for Six (6) months after acceptance of this Agreement of Purchase and Sale. The Seller take back mortgage will be drafted by the Sellers solicitor and will incorporate Standard Charge Terms 200033. On or before closing, the Buyer will, at the cost of the Buyer, deliver a title insurance commitment naming the Sellers as insureds over their applicable lands.

44. The obligation of the purchaser to re-convey the Phase 3 Lands (defined in the Assigned APS as the “Excess Lands”), once severed, is set out in Schedule A of the Assigned APS, as follows:

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PHASE 3 LANDS

The Seller agrees to accept a re-conveyance of the lands known as the Phase 3 Lands, ^{which are listed in Schedule "C"} for a purchase price of \$1.00, (the "Excess Lands"). It is agreed that no portion of the Purchase Price is being allocated to the Excess Lands and that the Excess Lands are only included in the Property being conveyed due to the subdivision restrictions contained in Section 50 of the Planning Act.

The Closing Date for the re-conveyance of the Excess Lands will be thirty (30) days after the date on which the Excess Lands can be legally conveyed from the balance of the Property in accordance with the subdivision provisions of the Planning Act. The Buyer covenants to take all steps, and obtain all approvals, including the registration of a plan of subdivision for the portion of the Property other than the Excess Lands, at its sole cost and expense, that are necessary to allow the Excess Lands to be legally conveyed to the Seller from the adjoining lands on a prompt basis. The Buyer agrees to convey the Excess Lands to the Seller free and clear of any Charges or encumbrances registered on title, save and except for those encumbrances which were existing as at the Closing Date. Prior to closing, the Buyer and Seller agree to enter into a purchase agreement incorporating these terms and using OREA Form 100 (the "Excess Lands Purchase Agreement"). The Buyer shall be entitled to register notice of the Excess Lands Purchase Agreement on title to the Property on Closing.

45. Considering the link between the development of the Phase 1 Lands, the Phase 2 Lands, and the Phase 3 Lands, as set out above, the purchaser also had a contractual obligation to cooperate with PSHI in respect of the Phase 3 Lands, as set out in section 3 of Schedule A of the Assigned APS, as follows:

3. The Buyer acknowledges that the Seller may develop the Excess Lands and the lands owned by the Seller which are currently described on PIN 48018-0375 (LT) (collectively, the "Seller's Development Lands") for primarily residential uses. The Buyer agrees to co-operate with the Seller in connection with its development of the Seller's Development Lands covenants not to contest, oppose, object to, or otherwise hinder, whether directly or indirectly, any change to the zoning or permitted uses on the Seller's Development Lands.

46. The Assigned APS was subject to a due diligence condition in favour of Dhillon in trust, so that the purchaser could satisfy itself as to, among other things, the viability of the Proposed Development, as referenced in Schedule A of the Assigned APS, as follows:

DUE DILLIGENCE CONDITION

The Agreement is conditional (the "Buyer's Due Diligence Condition") for a period commencing on the date of final acceptance of this Agreement and ending on the day that is Ninety (90) days from the Delivery Date (as hereinafter defined the "Buyer's Due Diligence Conditional Period") upon the Buyer determining, in its sole discretion, that the Property is suitable for the Buyer's intended use of the Property, and without in any manner whatsoever limiting the generality of the foregoing, satisfying itself with respect to the Official Plan, By-Laws (subdivision or otherwise), Zoning, environmental status, studies and or other documents (title or otherwise) affecting the Property (including Seller's Deliveries), and financing and economic viability. Unless the Buyer gives notice in writing delivered to the Seller prior to the expiry of the Buyer's Due Diligence Conditional Period that this condition is fulfilled. Then this Agreement shall come to an end upon which it is agreed that neither party shall have any further rights or obligations hereunder and the Deposits will be returned to the Buyer without deduction.

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47. In order to enable Dhillon to conduct his due diligence, as contemplated by the Assigned APS, PSHI was contractually required to provide Dhillon with various records pertaining to the Proposed Development and the Subject Property. More specifically, Schedule A of the Assigned APS provides:

SELLER'S DELIVERIES UPON ACCEPTANCE

The Purchase price includes all plans, surveys, drawings, engineering plans, specifications, studies, soil, environmental and all other reports, and generally all documents (including and leases) and material whatsoever in the possession or under the control of the Seller relating to the subject land and/or their proposed development or condition insofar as the same has progressed to date, all of which have been paid for in full by the Seller and all of which are free and clear of any lien there against, in which respect the Seller shall provide evidence reasonably satisfactory to the Buyer on Closing. The Seller covenants to forthwith deliver all such documents and material in its possession to the Buyer within Ten (10) business days after the date of acceptance of this Agreement, to be held by the Buyer pending completion or other termination of this Agreement, and to be returned to the Seller in the event this transaction is not successfully completed for any reason whatsoever. In addition, the Seller shall deliver to the Buyer within Two (2) business days of a request by Purchase, authorization necessary to permit the Buyer to obtain information with respect to the property from the files of relevant government authorities, and/or Seller's planning and engineering consultants including any authorizations required by the Buyer to allow it to interface with any relevant authorities such as conservation authorities and/or provincial ministries, to establish development boundaries related to environmental features. Provided, however, the Buyer agrees to pay for any costs incurred by the Seller's consultants in connection with any request made by the Buyer after the Seller has delivered the applicable due diligence deliveries which are required to be delivered in the ten (10) business day period following acceptance of this Agreement.

48. As required by the foregoing provision of the Assigned APS, PSHI and its agents provided Dhillon with all of the available records and information pertaining to Subject Property, including the records and information pertaining to the efforts of PSHI in obtaining conditional site plan approval for the Proposed Development, and the status thereof.

49. Accordingly, and shortly after the time that the Assigned APS was executed in October 2021, Dhillon was aware of the status of draft plan approval for the Subject Property conditions for obtaining final approval for the Proposed Development from the District.

50. Based upon the records and information so delivered by PSHI to Dhillon, and with Dhillon presumably being satisfied as to his due diligence and investigations about the

-14-

Proposed Development, Dillon waived the due diligence condition in the Assigned APS and thereby made the Assigned APS firm and binding.

Assignment to the Chargor – Knowledge of PSHI’s Interests

51. Pursuant to the Assigned APS, the Buyer was entitled to assign the terms of the Assigned APS to a third party before closing. Specifically, Schedule A of the Assigned APS states:

ASSIGNMENT

The Buyer shall have the right to assign this Agreement to any person or persons, corporation or corporations as may be decided by the Buyer in its discretion, or to cause title to the subject lands to be taken in a name other than the Buyer herein (any part so designed by the Buyer being hereinafter referred to as the "assignee"). Provided that upon the Buyer delivering to the Seller, a written covenant of such assignee to be bound by the provisions of this Agreement, the Buyer hereinbefore originally name shall be relieved of all obligations and liability whatsoever pursuant to the provisions of this Agreement, and, such assignee shall be deemed to be the party hereinbefore originally named as the Buyer.

52. In or about February 2022, Dhillon assigned the Assigned APS to a corporation owned or controlled by Christie, namely, 1279449 B.C. Ltd. ("**Christie BC Corp**") in trust, for a purchase price of \$12 million (being a \$4 million net profit on the "flip" of the Subject Property by Dhillon), and Christie BC Corp then assigned the Assigned APS to the Chargor for nominal consideration by Assignment Agreement dated April 9, 2022, all as coordinated by Aitchison (the "**Assignment to the Chargor**").

53. Attached hereto and marked as **Exhibit "D"** is a copy of the Assignment Agreement dated February 25, 2022 whereby Dhillon assigned the Assigned APS to Christie BC Corp for a purchase price of \$12 million (Christie signed this Assignment Agreement on behalf of Christie BC Corp).

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54. As of the date of this assignment in February 2022, the Phase 1 Draft Plan Approval (dated March 16, 2020), and the Phase 2 Draft Plan Approval (dated January 25, 2022), as referenced above and attached hereto, were known to Dhillon, and were presumably known to Christie as well.

55. Attached hereto and marked as **Exhibit "E"** is a copy of the Assignment Agreement between Christie BC Corp to the Chargor dated April 9, 2022 to effect the Assignment to the Chargor as of April 9, 2022 for nominal consideration (Christie signed this Assignment Agreement on behalf of both Christie BC Corp and the Chargor).

56. Based upon the contractual obligations of the purchaser to re-convey the Phase 3 Lands pursuant to the Assigned APS, as set out above, Christie would have known about the interests of PSHI in the Phase 3 Lands, as well as its intention of PSHI to move forward with development of same (as reflected in the 2015 Tulloch Report and Schedule A of the Assigned APS).

57. Consequently, I believe that Christie BC Corp and the Chargor would have known, prior to or at the time of the Assignment to the Chargor, that it was extremely important to PSHI that Christie BC Corp and the Chargor had the expertise and the wherewithal to fulfill the conditions for both the Phase 1 Draft Plan Approval and the Phase 2 Draft Plan Approval on a timely basis and to the satisfaction of the District.

Closing of the Sale of the Subject Property to the Chargor in May 2022

58. As referenced above, and in connection with the Assignment to the Chargor, Christie BC Corp and/or the Chargor agreed to pay \$12 million to the Dhillon group of

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purchasers, or as they directed, being a substantial premium above the top market price that was represented to PSHI when PSHI entered into the Assigned APS with Dhillon in trust at a purchase price of \$8 million.

59. In order to secure the \$4 million “lift” negotiated by Aitchison and Dhillon in connection with the Assignment to the Chargor, Christie BC Corp and the Chargor agreed to provide, and the Chargor did in fact register, a \$4 million vendor take back mortgage (the “**Dhillon VTB**”) in favour of 1000080373 Ontario Inc. (“**DhillonCo**”), being a corporation owned or controlled by Dhillon and the group of purchasers with whom he entered into the Assigned APS.

60. Attached hereto and marked as **Exhibit “F”** is a copy of an Acknowledgment signed by Dhillon on behalf of DhillonCo and dated May 4, 2022 in respect of the Dhillon VTB (in which DhillonCo agreed to discharge the Dillion VTB from title to the Phase 3 Lands once the Phase 3 Lands were severed from the Phase 1 and Phase 2 Lands).

61. Attached hereto and marked as **Exhibit “G”** is a copy of the registered Dhillon VTB, which was registered on May 5, 2022 on the Subject Property (inclusive of the non-severed Phase 3 Lands).

62. In connection with the Assignment to the Chargor, Christie BC Corp and the Chargor were entitled to receive from Dhillon, and his agents, and I believe that Christie BC Corp and the Chargor did in fact receive, all available documentation and information that were required for Christie BC Corp and the Chargor to be in a position to move prudently and efficiently with the continuation of the registration of a plan of subdivision

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for the Phase 1 Lands and the Phase 2 Lands, and to enable Christie BC Corp and the Chargor to satisfy any and all conditions imposed in connection therewith on a timely basis.

63. Further, and pursuant to the Assigned APS, as assigned by the Assignment Agreements referenced above, Christie BC Corp and the Chargor agreed to convey the Phase 3 Lands to PSHI, once severance was obtained. More specifically, section 3 of the Assignment Agreement dated February 5, 2022 confirms the obligations of the assignee to comply with the obligations in the Assigned APS (including the obligation therein to re-convey the Phase 3 Lands after severance was obtained) by virtue of the following obligation:

3. **ASSIGNEE COVENANTS:** The Assignee hereby covenants and agrees with the Assignor that forthwith upon the assignment of the Agreement of Purchase and Sale it will assume, perform, comply with and be bound by, all obligations, warranties and representations of the Assignor as contained in the Agreement of Purchase and Sale as if the Assignee had originally executed the Agreement of Purchase and Sale as buyer with the seller.

The Chargor's Obligation to Re-Convey the Phase 3 Lands to PSHI

64. On or about May 4, 2022, the Chargor and PSHI executed a Phase 3 Agreement of Purchase and Sale (the "**Phase 3 APS**"), as attached hereto and marked as **Exhibit "H"**, which provided for, among other things:

- (a) the obligation of the Chargor to re-convey the Phase 3 Lands from the Chargor to PSHI for nominal consideration (\$1.00) once the required severance from the Phase 1 and 2 Property had been obtained; and

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- (b) the obligation of the Chargor to satisfy the conditions for each of the Phase 1 Draft Plan Approval and the Phase 2 Draft Plan Approval on a timely basis.

65. In particular, and with reference to the obligation of the Chargor to re-convey the Phase 3 Lands (referenced in the Phase 3 APS as the "Property") after severance was obtained, paragraphs 1 and 4 of Schedule A of the Phase 3 APS state:

1. The Closing Date is thirty (30) days after the date on which the Property can be legally conveyed from the balance of the adjoining lands in accordance with the subdivision provisions of the Planning Act. For registration purposes, the parties agree that a Caution will be registered immediately after the Transfer to the Seller and the outside date for the "Closing Date" will be five years from the date of this purchase agreement. In the event that the Property is not conveyed to the Buyer within five years from the date of this purchase agreement, then the Seller will, at the option of the Buyer, immediately pay to the Buyer the fair market value of the Property at that time as determined by an appraiser jointly appointed by the Buyer and Seller. The fair market value of the Property will be determined as if the Property could be lawfully conveyed from the adjoining lands.

4. The "Property" means the remainder of the lands described on PIN 48018-0807 (LT) which excludes the lands which comprise Phases 1 (S2007-4) and 2 (S2016-1) of the draft plans of subdivision (which are part of PIN 48018-0807 (LT)) that are in effect as at the date of this Purchase Agreement. The parties agree that the Seller paid no consideration for the Property and the Seller only obtained title to these lands in order to comply with Section 50 of the Planning Act. The approximate location of the Property is hatched on Schedule "B" to this Purchase Agreement.

66. In terms of terms of the Chargor's obligation to fulfill the conditions for Phase 1 Draft Plan Approval and Phase 2 Draft Plan Approval on a timely basis, and to cooperate in terms of PSHI's desire to develop the Phase 3 Lands, section 2 of Schedule A of the Phase 3 APS (where the Chargor is described as the "Seller") states:

2. The Seller covenants to take all steps, and obtain all approvals, including the registration of a plan of subdivision for the portion of the lands that it owns which abut the Property, at its sole cost and expense, that are necessary to allow the Property to be legally conveyed to the Buyer from the adjoining lands on a prompt basis. The Seller also agrees that it will co-operate and sign such approvals, and allow the Buyer such applications or other documents, as may be required by the Buyer in the event that the Buyer wishes to submit any applications for the development of the Property, or the severance of the Property from the adjoining lands.

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Severance of the Phase 3 Lands in September 2022 and Re-conveyance to PSHI

67. On or about September 16, 2022, the Township of Georgian Bay Committee of Adjustment (the “**Committee**”) issued a Notice of Decision (the “**Severance Decision**”) in Consent Application No. B22-12 by which PSHI sought the Committee’s consent to the severance of the Phase 3 Lands from the Subject Property pursuant to section 53(1) of the *Planning Act* (Ontario). Attached hereto and marked as **Exhibit “I”** is a copy of the Severance Decision.

68. In accordance with the Severance Decision, the Committee granted severance of the Phase 3 Lands from the Subject Property on certain terms and conditions.

69. On June 20, 2023, and after complying with the Severance Decision terms and conditions, the Phase 3 Lands were severed from the Subject Property, and the Chargor conveyed title to the Phase 3 Lands to PSHI, as was required by the Phase 3 APS. Attached hereto and marked as **Exhibit “J”** is a copy of the parcel register for the Phase 3 Lands.

70. Consequently, and as of the date hereof, the Subject Property (exclusive of the Phase 3 Lands) has been assigned PIN 48018 – 0821 (LT) with the following legal description:

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PT LT 30 CON 4 BAXTER PT 2 35R18204; PT LT 30 CON 3 BAXTER PT 1-10 35R18203 EXCEPT PT 1, 2 & 3 ON 35R23914 AND EXCEPT PART 3 35R-25939; GEORGIAN BAY; THE DISTRICT MUNICIPALITY OF MUSKOKA; SUBJECT TO AN EASEMENT OVER PART 4 ON 35R23914 IN FAVOUR OF PT LT 30 CON 3 BAXTER PT 1 ON 35R23914 AS IN MT149718; SUBJECT TO AN EASEMENT OVER PART 4 ON 35R23914 IN FAVOUR OF PT LT 30 CON 3 BAXTER PT 2 ON 35R23914 AS IN MT149719; SUBJECT TO AN EASEMENT OVER PART 4 ON 35R23914 IN FAVOUR OF PT LT 30 CON 3 BAXTER PT 3 ON 35R23914 AS IN MT149720; SUBJECT TO AN EASEMENT OVER PART LOT 30 CONCESSION 3 BAXTER, PART 1 AND 2, 35R25939 AS IN MT256750

The PSHI Mortgage – Chargor’s Covenant to Register Plan of Subdivision in 2023

71. On or about May 5, 2022 (prior to the Severance Decision on September 16, 2022), the sale of the Subject Property (inclusive of the non-severed Phase 3 Lands) from PSHI to the Chargor was completed. At that time, the Chargor registered the Charge/Mortgage bearing Instrument MT264645 (the “**PSHI Mortgage**”) in favour of PSHI. Attached hereto and marked as **Exhibit “K”** is a copy of the registered Mortgage.

72. The PSHI Mortgage is currently registered on title to the Subject Property, as severed from the Phase 3 Lands. Attached hereto and marked as **Exhibit “L”** is a copy of the parcel register for the Subject Property as of August 3, 2023 showing the registration of the PSHI Mortgage on title to the Phase 1 Lands and the Phase 2 Lands.

73. As referenced on the parcel register for the Subject Property (exclusive of the Phase 3 Lands) as of August 3, 2023 (at Exhibit “N” hereto), the \$4,000,000 Dhillon VTB is registered as a second mortgage to PSHI’s first \$6,000,000 Mortgage on the Subject Property.

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74. The PSHI Mortgage incorporates the *Land Registration Reform Act* Set of Standard Charge Terms bearing Filing Number 200033 (the “**Standard Charge Terms**”). Attached hereto and marked as **Exhibit “M”** is a copy of the Standard Charge Terms.

75. The PSHI Mortgage contains the following express terms:

Principal Amount Owing: \$6,000,000

Balance Due Date: April 14, 2025

Interest Rate: 4% per annum payable quarterly as of October 14, 2022

Quarterly Payments: Interest Only

76. Consistent with Christie BC Corp’s and the Chargor’s obligations prescribed by the Assigned APS, and consistent with Christie BC Corp’s and the Chargor’s knowledge of the importance to PSHI that Christie BC Corp and the Chargor fulfill the conditions for Phase 1 Draft Plan Approval on a timely basis, the PSHI Mortgage also contains an express provision requiring the Chargor to register a plan of subdivision in respect of the Phase 1 Lands, failing which the Chargor would then be in default of the PSHI Mortgage.

77. In particular, paragraph 3 of the Additional Provisions of the PSHI Mortgage (the “**November 2023 Registration Covenant**”) provides:

3. In the event the plan of subdivision for the portion of this property comprising the Phase 1 lands (being Plan of Subdivision File S2007-4) is not registered on or before November 4, 2023, there will be a default within the meaning of this Charge.

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Importance of Timely Compliance with the November 2023 Registration Covenant

78. As set out above, and at the time of the Assignment to the Chargor, the Chargor would have been fully aware of each of the Phase 1 Draft Plan Approval and the Phase 2 Draft Plan Approval conditions.

79. Further, the Chargor would have been fully aware of the contents of each of the 2012 Pinestone Report, the 2015 Tulloch Report, and the 2022 Tulloch Report.

80. Apart from the well known expectation that developers will actually move forward to fulfill the District's conditions for site plan approval on a timely basis (as reflected in the fact that approvals are subject to "lapsing provisions", as referenced in the Phase 1 Draft Plan Approval and the Phase 2 Draft Plan Approval above), there are specific adverse risks and consequences to the value of the Subject Property in terms of the Chargor defaulting in compliance with the November 2023 Registration Covenant.

81. More specifically, I am advised by the Maurer Affidavit, and I believe that:

- (a) There would be a substantial deficit of ERU's (equivalent residential units) at the existing Port Severn water treatment plant ("**WTP**") for the Proposed Development on the Phase 1 Lands to move ahead without expansion of the WTP;
- (b) The WTP was operating at its current capacity with the remaining capacity being made available "on a first come first serve basis"; and

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- (c) A new servicing strategy was adopted in 2021, which was expecting to open up the previously reserved plant capacity to all development.

82. I am also advised by the Maurer Affidavit, and I believe, that there were similar limitations on the availability for Sewage Treatment Works Capacity for the Phase 1 Lands, with remaining capacity of the Wastewater Treatment Plant (“**WWTP**”) being available on a “first come first serve basis”

83. Further, the Maurer Affidavit advises me, and I believe that:

- (a) as of 2015, there were similar capacity issues for the water treatment and sewage treatment plant capacities for the Phase 2 Lands and Phase 3 Lands, with an understanding that the WTP and the WWTP were operating at current capacity with the remaining capacity being available on a first come first serve basis; and
- (b) as of 2022, there were ongoing capacity issues for the water and wastewater (sanitary) treatment plant capacities for the Phase 1 Lands

84. Consequently, and as reflected in the Maurer Affidavit, upon the Chargor defaulting on its obligation to comply with the November 2023 Registration Covenant, this would expose the viability of the Proposed Development to substantial economic and other risks, including the loss of water and wastewater treatment plant capacity (which, as stated above, is being made available on a “first come first serve basis”), as well as the loss of the Phase 1 Draft Plan Approval and the Phase 2 Draft Plan Approval altogether.

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85. Of significance, the Maurer Affidavit advises me, and I believe, that it is the District's policy not to allocate water and wastewater capacity to a developer until the developer fulfills all outstanding conditions and actually registers the proposed plan of subdivision.

86. As such, the Maurer Affidavit states, and I believe, that with each passing day, a developer in Port Severn who does not comply with the outstanding conditions for registration of a plan of subdivision is assuming the risk of losing the substantial financial benefit of being allocated these water treatment services from the District's existing facilities, alternatively, the developer will incur additional costs associated with waiting for the District to design and expand the required facilities that will take years to complete and may include cost sharing in the capital infrastructure expansion depending on municipal capital funding requirements at the time of expansion.

Losing Existing Water and Wastewater Treatment Capacity to Competing Project

87. Like Maurer, I am aware that there is a competing development in the District by an entity known as "Oak Bay Developments", which is proceeding with the development and proposed construction of the "Oak Bay Golf & Marina Community" (the "**Competing Project**") in Port Severn, Ontario.

88. The Competing Project will presumably be allocated much, if not all, of the remaining water and wastewater treatment plant capacity from the District as the Competing Project is moving ahead of the Proposed Development on the Subject

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Property (which means that the Proposed Development will likely have to absorb significant additional cost in this respect, thereby making it less viable).

89. In fact, the superior progress of the Competing Project is demonstrated by the fact that it has already started a marketing campaign, as reflected in the online marketing materials located at, among other web addresses, myoakbay.ca and condoinvestments.ca, as attached hereto and marked as **Exhibit “N”**, which reference the building of, among other things:

- (a) 181 residential units, including townhouses and a variety of single-family dwellings, surrounding or near the existing 18-hole golf course; and
- (b) various amenities to service this development, including an outdoor swimming pool, outdoor patios, tennis courts, pickle ball courts, a marina, a clubhouse, and change rooms.

Chargor’s Default in Registering Plan of Subdivision by November 4, 2023

90. Despite being provided with the documentation and the resources to register the plan of subdivision for the Phase 1 Lands by November 4, 2023, the Chargor failed to meet those requirements by November 4, 2023, and the Chargor therefore was in default of the November 2023 Registration Covenant (“**Default 1**”).

91. Consequently, and considering the substantial risk that the Chargor was creating for the viability of the Proposed Development, as set out herein, PSHI arranged for service of the following notices through its counsel, Kwaku Tabi (“**Tabi**”) of Cassels, Brock &

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Blackwell LLP (“**Cassels**”), who advises me and I believe that Cassels served the following on the Chargor (and others, where indicated) by registered mail on the following dates:

- (a) *A Bankruptcy and Insolvency Act (“BIA”)* Notice on November 14, 2023, as reflected in the documentation attached hereto and marked as **Exhibit “O”**,
and
- (b) Notice of Sale documentation on November 29, 2023, as reflected in the documentation attached hereto and marked as **Exhibit “P”**.

Ongoing Delays and Default in Registration Reducing Value of PSHI Mortgage

92. As of the date hereof, the Chargor has not complied with the November 2023 Registration Covenant (approximately 8 months beyond the contractual deadline for compliance). Consequently, the District has not allocated any water or wastewater services from Port Severn’s existing water treatment facility to the Proposed Development, and I have not seen any indication from the Chargor that it has actually moved forward with fulfilling the conditions for either Phase 1 Draft Plan Approval or Phase 2 Draft Approval over the last 8 months (although I understand that the Chargor has possibly obtained an extension from the District for fulfilling these conditions).

93. As referenced above, it is my belief that, even if the Chargor has obtained an extension from the District, Default 1 (the Chargor’s ongoing default of the November 2023 Registration Covenant) has caused and is continuing to causer PSHI to suffer substantial risk and damages, including by having an extremely negative impact on:

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- (a) the value of PSHI's ongoing security (as prescribed by the PSHI Mortgage) in the Subject Property due to the substantial risk of the Chargor, and any subsequent developers: (i) losing the allocation of water and wastewater treatment capacity for the Proposed Development; (ii) losing the District's willingness to provide additional extensions of the Phase 1 Draft Plan Approval and the Phase 2 Draft Plan Approval that may ultimately be necessary before a new developer or builder would agree to proceed with development on the Subject Property; or (iii) being required to comply with more onerous conditions and/or timelines imposed by the District, which would likely significantly reduce the profitability (and thus the value) of the development on the Subject Property in some other fashion; and

- (b) the ability of PSHI to viably proceed with the registration of its own plan of subdivision for the Phase 3 Lands and for PSHI's abutting Phase 4 Lands (considering the link between development on the Subject Property and development on the Phase 3 and Phase 4 Lands, as referenced above), especially considering the substantial investment in development costs paid by PSHI to date, as referenced herein.

94. It is my belief that the Chargor's ongoing default in respect of the November 2023 Registration Covenant, and the breaches by Christie BC Corp of its obligations pursuant to the Assigned APS, create a particular vulnerability and severe financial injury to PSHI due to the geographical connectedness of the Subject Property and the Phase 3 Lands (as well as the Phase 4 Lands), the historical transactions between PSHI, Christie BC

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Corp, the Chargor and others in respect of the Subject Property and the Phase 3 Lands, and the loss of trust of the District in respect of the intended development of each the Subject Property, the Phase 3 Lands, and the Phase 4 Lands.

95. Moreover, the Maurer Affidavit advises me, and I believe, that the ongoing delays by the Chargor in registration of the plan of subdivision for the Phase 1 Lands and the Phase 2 Lands will also cause the developer of the Subject Property to incur substantial costs to repeat and/or update various reports that had previously been filed in support of the Proposed Development, and there is an ongoing risk that certain development constraints will either grow or develop, which also renders a delayed development more susceptible to financial risk and reduced viability.

96. In the case of the Proposed Development, and as reflected in the Maurer Affidavit, PSHI incurred substantial costs to study and specifically address a number of environmental and traffic obstacles to the Proposed Development, which were designed to address the District's concerns pertaining to a specific species of indigenous snake in the case of environmental and the subdivision's entrance turn lane configuration relative to traffic.

97. As well, the Maurer Affidavit confirms that environmental studies completed by two different qualified consultants took several years in obtaining a "C" construction permit through the Ministry of Conservation and Parks that form part of the current subdivision's constraints, having a limited approval timeline that undoubtedly will require review and reapplication due to the delay.

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98. Further, the Maurer Affidavit also confirms that traffic studies completed by more than one qualified consultant took several years to obtain consent through the Ministry of Transportation and the District, also having a limited approval timeline that undoubtedly will require review and re-application due to the delay.

99. As reflected in the Maurer Affidavit, and in each case, the required study updates may result in changes to the subdivision plan due to the imposition of new or different constraints. The Chargor's ongoing delays in rectifying Default 1 continue to expose the Proposed Development to the loss of the benefit of those studies.

Chargor Defaults in Payment of Quarterly Interest Due April 14, 2024

100. Over and above Default 1, the Chargor did not pay the quarterly interest payment (\$60,000) that was due on April 14, 2024 ("**Default 2**") pursuant to the PSHI Mortgage.

101. I am advised by PSHI's counsel, Robert Cohen ("**Cohen**") at Cassels, and I do verily believe that he engaged in correspondence with counsel for the Chargor (Michael Crampton and Elliot Birnboim of CP LLP) in April 2024 in respect of the Chargor's obligation to pay the PSHI Mortgage quarterly interest payment on April 14, 2024 and default thereof, as attached hereto and marked as **Exhibit "Q"**.

102. Consequently, PSHI arranged for service of the following by Cassels, which Tabi advises me, and I believe was sent by registered mail to the Chargor (and others where indicated) on the following dates:

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- (a) A BIA Notice on April 18, 2024, as reflected in the documentation attached hereto and marked as **Exhibit “R”**, and
- (b) Notice of Sale documentation on April 30, 2024, as reflected in the documentation attached hereto and marked as **Exhibit “S”**.

103. Pursuant to the terms of the PSHI Mortgage, and upon default by the Chargor, PSHI has the power to accelerate the payment of the Principal and the Interest due, and PSHI made demand for same in respect of both Default 1 and Default 2.

104. PSHI is also entitled to take possession and issue power of sale of the Subject Property upon PSHI Mortgage default by the Chargor.

105. As of the date hereof, the Chargor has still not made the April 14, 2024 quarterly interest payment (\$60,000) due pursuant to the PSHI Mortgage.

The Chargor Challenges PSHI’s Enforcement Proceedings

106. The Chargor has challenged PSHI’s enforcement proceedings by way of its Statement of Claim, as attached hereto and marked as **Exhibit “T”**.

107. PSHI has defended the allegations made by the Chargor in these proceedings by way of PSHI’s Amended Statement of Defence and Counterclaim, as attached hereto and marked as **Exhibit “U”**.

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Current Registrations on Title to the Subject Property

108. A recent copy of the parcel register for the Subject Property (the Phase 1 Lands and the Phase 2 Lands, exclusive of the severed Phase 3 Lands) is attached hereto and marked as **Exhibit “V”**.

109. As can be seen with reference to this recent copy of the parcel register:

- (a) the Chargor is shown as the registered owner of the Subject Property;
- (b) PSHI is shown as holding the \$6,000,000 Mortgage in first position on the Subject Property;
- (c) DhillonCo’s \$4,000,000 second mortgage has been discharged from title to the Subject Property; and
- (d) On November 17, 2023, a \$3,000,000 mortgage (the “**Other Mortgagees’ Second Mortgage**”), along with an Assignment of Rents, was registered in favour of Udvari Investments Inc., 1614116 Ontario Inc., Joe Ward Professional Corporation, and Ginger 3 Investments Inc. (the “**Other Mortgagees**”).

110. Cohen advises me, and I believe, that Cohen corresponded with Joe Ward and Ben Blay (lawyer for the Other Mortgagees) by emails between February 16, 2024 and June 11, 2024, as attached hereto and marked as **Exhibit “W”**. In those emails, Ben Blay confirmed, among other things, that the Chargor was also in default of the Other Mortgagees’ Second Mortgage “by virtue of the first (Mortgage) being in default.”

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Just and Convenient to Appoint a Receiver

111. I am greatly concerned about the Chargor's interference with PSHI's ability to exercise its remedies arising from Default 1 and Default 2, and I am equally concerned that PSHI will suffer substantial and irreparable loss of the PSHI Mortgage security, unless a receiver is appointed forthwith to list and sell the Subject Property.

112. I believe that there are a number of factors that make the appointment of a receiver appropriate or necessary in this case, including the following:

- (a) It is my belief that the Chargor's only asset is the Subject Property. In this industry, it is common for holding companies to be incorporated simply to hold real estate for a specific project, and I have not seen any documentation to suggest that the Chargor has any other assets or carries on any other business beyond holding title to the Subject Property;
- (b) It is my belief that the Chargor is insolvent, and that the Chargor (and Christie) do not have the financial resources to comply with the conditions for the Phase 1 Draft Plan Approval or the Phase 2 Draft Plan Approval, especially considering the relatively small amount of Default 2 (the Chargor's non-payment of the \$60,000 quarterly instalment that was due pursuant to the PSHI Mortgage on April 14, 2024), and the ongoing defaults pursuant to both the PSHI Mortgage (which principal and interest are now due in accordance with the acceleration rights of PSHI) and the Other Mortgagees' Second Mortgage (in the principal amount of \$3,000,000);

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- (c) It is my belief that the Chargor and Christie do not have the expertise to comply with the November 2023 Registration Covenant, or to fulfill the conditions for the Phase 1 Draft Plan Approval or the Phase 2 Draft Plan Approval, as they have not demonstrated any ability to comply with the applicable conditions or to substantially move the Proposed Development forward since purchasing the Subject Property in May 2022 (more than 2 years ago);
- (d) It is my belief that the Chargor and Christie never even had the intention of complying with the November 2023 Registration Covenant, as I am advised by the Maurer Affidavit, and I believe, that Christie did not even try to retain PSHI consultants to move forward with complying with the November 2023 Registration Covenant, despite these consultants having the background information, previous involvement, and the expertise so as to be in the best position to move forward with the Proposed Development in a cost-efficient and timely basis;
- (e) I have heard that, rather than the Chargor and Christie trying to comply with the November 2023 Registration Covenant on a cost-efficient and timely basis, the Chargor and Christie were instead trying find a way to “flip” the Subject Property to prospective purchasers, including to Hummel Properties Inc. (a well known builder in Niagara); and

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- (f) It is my belief that PSHI will not be able to effectively enforce the security granted by way of the PSHI Mortgage without a court appointed receiver. More specifically, James Doucette, a real estate broker with experience in selling real estate in the Muskoka area, advises, and I do believe that he is not willing to act as a listing agent for the Subject Property without the certainty and the assurance that the Subject Property is subject to court-ordered supervision and sale, especially where the Chargor is disputing the enforcement proceedings that have been initiated by PSHI by way of this litigation.

113. I also verily believe that the value of the Subject Property will continue to diminish if the Subject Property is stigmatized with contentious litigation rather than being subject to a court ordered process which provides transactional certainty to agents and potential purchasers.

114. If the value of the Subject Property is below the amount owing pursuant to the PSHI Mortgage, which is possible and which risk grows each and every day, PSHI will not only fail to recover the full amount owing pursuant to the PSHI Mortgage, PSHI will also likely lose the benefit of the millions of dollars in development costs that it has paid towards the Proposed Development to date.

115. As Christie did not personally guarantee any of the obligations of the Chargor to PSHI, and as I suspect that the Chargor has no other assets, PSHI is particularly

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vulnerable to an irreparable loss arising from the Chargor's ongoing Default 1, as explained above.

Credentials of Proposed Receiver and Cost-Effective Process

116. It is my belief that the proposed receiver, Bryan Tanenbaum ("Tannenbaum"), FCPA, FCIRP, LIT, is qualified to proceed as a court appointed receiver, and that he can do so in an efficient and cost-effective manner (considering that the primary role of the receiver will be simply to list and sell the Subject Property, subject to court approval). Attached hereto and marked at **Exhibit "X"** is biographical information about Tannenbaum as well as a summary of his work-related experience, which Tannenbaum advises me, and I verily believe, are accurate.

117. I swear this Affidavit in support of PSHI's motion to appoint a receiver, and for no other purpose.

SWORN by Michael Florence of the City of Toronto, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on July 3, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits
(or as may be)

ROBERT B. COHEN

MICHAEL FLORENCE

This is Exhibit "A" referred to in the Affidavit of Michael Florence sworn by Michael Florence of the City of Toronto, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on July 3, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

ROBERT B. COHEN

SCHEDULE "A" CONSOLIDATION

Amd. by Auth.
July 25/19

PLAN OF SUBDIVISION FILE NO. S2007-4 "Port Severn Heights"

Consolidated to include Minor Amendments on July 25, 2019 and March 16, 2020. Please be advised that this is an office consolidation and is to be used for information purposes only.

Part A – Approval

Amd. by Auth.
July 25/19

Plan of Subdivision File No. S2007-4 (Port Severn Heights) is approved subject to Parts B, C, and D herein.

Part B – Conditions

General Conditions

Amd. by Auth.
Sep 24/10

~~1. This approval applies to the "Port Severn Heights" Plan of Subdivision, File No. S2007-4, prepared by Galbraith, Eplett, Worobec Surveyors, dated February 19, 2009, showing a total of eighty (80) lots and twenty four (24) blocks on Part of Lot 30, Concessions 3 and 4, Baxter Ward, in the Township of Georgian Bay, The District Municipality of Muskoka.~~

~~1. This approval applies to the "Port Severn Heights" Plan of Subdivision, File No. S2007-4, prepared by Galbraith, Eplett, Worobec Surveyors, dated February 19, 2009, and redlined on March 12, 2009, April 7, 2009 and September 23, 2010, showing a total of 80 lots and 19 blocks on Part of Lot 30, Concessions 3 and 4, Baxter Ward, in the Township of Georgian Bay, The District Municipality of Muskoka.~~

Amd. By Res.
D/2013-PED Jul
15/13

~~1. This approval applies to the "Port Severn Heights" Plan of Subdivision, File No. S2007-4, prepared by Galbraith, Eplett, Worobec Surveyors, dated March 11, 2013, and redlined on June 18, 2013, showing a total of 42 lots and 34 blocks on Part of Lot 30, Concession 4, Baxter Ward, in the Township of Georgian Bay, The District Municipality of Muskoka.~~

Amd. By Res.
D62/2014-PED
Sep 18/14

~~1. This approval applies to the "Port Severn Heights" Plan of Subdivision, File No. S2007-4, prepared by Galbraith, Eplett, Worobec Surveyors, dated January 8, 2014, and redlined on September 8, 2014, showing a total of 64 lots and 24 23 blocks on Part of Lot 30, Concession 3, Baxter Ward, in the Township of Georgian Bay, The District Municipality of Muskoka.~~

Amd. by Auth.
July 25/19

~~2. Prior to final approval being granted, The District Municipality of Muskoka shall be provided with a satisfactory copy of the final plan in digital format, including road centrelines, in accordance with The District Municipality of Muskoka Draft Digital and Final Plan of Subdivision Digital Submission Requirements.~~

Amd. by Auth.
July 25/19

Amd. by Auth.
Mar 16/20

~~3. Prior to final approval being granted and prior to the submission of the proposed internal road names to the Township of Georgian Bay for approval purposes, the Owner shall submit names to The District Municipality of Muskoka for 911 verification.~~

Amd. by Auth.
Mar 16/20

~~4. Prior to final approval being granted and to the execution or the Area Municipal Council's endorsement thereof, The District Municipality of Muskoka shall be circulated a draft of the Area Municipal Subdivision Agreement for review, comment and potential revisions, if required related to District interests and comment and shall be in receipt of a registered copy thereof.~~

Phasing

Amd. by Auth.
Sep 24/10

~~5. The plan of subdivision shall be finalized in the seven (7) eleven (11) eight (8) phases as set out on the draft approved plan and detailed below, with each proceeding phase being registered and~~

Amd. By Res.
D/2013-PED Jul
15/13

~~substantially complete~~ building permits have been issued for a minimum of 80% of the units in that phase prior to the final approval of the subsequent phase and subject to the confirmation of available water and sewer capacity. Prior to the final approval of any phase, The District of Muskoka and the Township of Georgian Bay shall be satisfied that the previously registered phases have been serviced by municipal water and sewer services and that any required infrastructure has been installed.

~~Phase 1: Lots 38-57 and Blocks 71, 75 and 87-91~~

~~Phase 2: Lots 23, 32-37, 58-70 and Blocks 72 and 92~~

~~Phase 3: Lots 4-22, 24-31 and Blocks 73, 74 and 103~~

~~Phase 4: Blocks 78-80~~

~~Phase 5: Blocks 76-77 and 81~~

~~Phase 6: Lots 93-102 and Blocks 82 and 85-86~~

~~Phase 7: Lots 1-3 and Blocks 83-84 and 104~~

Amd. By Res.
D/2013-PED on
Jul 15/13

~~Phase 1: Blocks 48, 49 and 62~~

~~Phase 2: Blocks 43-46~~

~~Phase 3: Block 50~~

~~Phase 4: Blocks 47 and 51~~

~~Phase 5: Blocks 52-55~~

~~Phase 6: Blocks 56, 57, 58 and 59 and Lots 1 and 7~~

~~Phase 7: Lots 2-6, Lots 8-29 and Blocks 60 and 61~~

~~Phase 8: Blocks 63-66 and 70~~

~~Phase 9: Blocks 67-69 and 73~~

~~Phase 10: Lots 30-39 and Blocks 71, 72 and 74~~

~~Phase 11: Lots 40-42 and Blocks 75 and 76~~

Amd. by Auth.
July 25/19

Phase 1: Blocks 67, 68 and 83

Amd. By Res.
D62/2014-PED
Sep 18/14

Phase 2: Blocks 65, 66, 69 and 70

Phase 3: Block 71

Phase 4: Blocks 72 and 73

Phase 5: Blocks 74-77

Phase 6: Blocks 78-81 and Lots 1 and 8

Phase 7: Lots 2-7, Lots 9-33 and Blocks 82, 84 and 85

Phase 8: Lots 34-64 and Blocks 86-88

Access

6. The road allowances included in this plan of subdivision shall be dedicated as public highways, and the roads shall be designed, constructed and named to the satisfaction of the Township of Georgian Bay.
7. Prior to final approval of ~~Phase 5~~ Phase 8 being granted, the owner shall design and construct a road access for Township assumption over a portion of the road allowance between Lots 30 and 31, Concession 3, Baxter Ward as a second public road access leading to the subject lands to the satisfaction of the Township of Georgian Bay.
8. Prior to final approval of ~~Phase 5~~ Phase 8 being granted, the owner shall design, construct, and dedicate as a public highway ~~Street 'C' Beavertail Drive~~ Knightsbridge Boulevard as part of a

Amd. By Res.
D/2013-PED
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Amd. By Res.
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Amd. By Res.
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second public road access leading to the subject lands to the satisfaction of the Township of Georgian Bay.

Conveyances

Amd. by Auth.
Mar 16/20

9. Easements as may be required for access, pedestrian walkways, utilities, drainage, or other purposes shall be granted to The District Municipality of Muskoka, the Township of Georgian Bay and any other authority or party ~~as may be required~~.

Amd. by Auth.
Sep 24/10

10. ~~Prior to final approval of any phase, the owner shall convey Block 89 to The District Municipality of Muskoka for road widening purposes on Muskoka Road No. 5. This land shall be dedicated as a public highway on the final plan.~~

Amd. by Auth.
Sep 24/10

11. ~~Prior to final approval of Phase 1, the lands known as Parts 2 and 3 of Plan 35R-14786 in the ownership of the Ministry of Transportation shall be conveyed to The District Municipality of Muskoka for road widening purposes on Muskoka Road No. 5.~~

Amd. by Auth.
Sep 24/10

12. ~~Upon registration of Phase 1, the owner shall convey Blocks 88 and 91 to The District Municipality of Muskoka along the frontage of Muskoka Road No. 5. This 0.3 metre reserve shall be shown on the final plan.~~

Amd. By Res.
D62/2014-PED
Sep 18/14

10. Upon registration of ~~Phase 2~~ Phase 6, the owner shall convey ~~Block 72~~ Block 81 to the Township of Georgian Bay along the northern end of ~~Street 'A'~~ Deer Run Trail. This 0.3 metre reserve shall be shown on the final plan.

Parkland

Amd. by Auth.
Mar 16/20

11. Prior to final approval of any phase, land shall be dedicated for park or other recreation purposes or the payment in lieu requirements of the Township of Georgian Bay pursuant to the Planning Act, R.S.O. 1990, as amended shall be satisfied.

~~The owner shall convey lands in an amount equal to five (5) percent of the land included in the plan to the Township of Georgian Bay for park or other recreational purposes pursuant to Section 51.1(1) of the Planning Act, R.S.O. 1990, as amended. Alternatively, the Township of Georgian Bay may require cash in lieu of all or a portion of the parkland dedication in accordance with Section 51.1(3) of the Planning Act, R.S.O. 1990, as amended.~~

Zoning

Amd. By Res.
D/2013-PED
Jul 15/13

- 11a. Prior to final approval of Phase 1 being granted, the property included in this plan of subdivision shall be zoned for its intended residential and open space uses.

Environmental Infrastructure

Amd. by Auth.
Mar 16/20

12. ~~Prior to final approval being granted or any site alteration on the subject lands, the owner shall provide The District Municipality of Muskoka with four copies of a detailed supplemental stormwater management and construction mitigation plan prepared by a certified professional engineer in consultation with a qualified biologist. The engineer shall verify in writing to The District Municipality of Muskoka that the proposed stormwater management measures incorporate the recommendations contained in the Geotechnical Investigation prepared by Jacques Whitford and dated January 25, 2007. The biologist shall verify in writing to The District Municipality of Muskoka that the proposed stormwater management measures incorporate the recommendations contained in the Environmental Impact Report prepared by Michalski Nielsen Associates Limited and dated October 2007 as amended and associated peer review undertaken by Gartner Lee Limited/AECOM dated June 3, 2008 as amended. The plans shall be circulated by The District Municipality of Muskoka to the Township of Georgian Bay for their review and approval. If required, a Certificate~~

~~of Approval for the plan shall be obtained from the Ministry of the Environment prior to construction of the works.~~

Amd. By Res.
D/2013-PED
Jul 15/13

12. Prior to final approval being granted or any site alteration on the subject lands, the owner shall provide The District Municipality of Muskoka with four copies of a detailed supplemental stormwater management, construction mitigation and site servicing (including blasting/filling requirements) plan prepared by a certified professional engineer in consultation with a qualified biologist. The engineer shall verify in writing to The District Municipality of Muskoka that the proposed stormwater management measures incorporate the recommendations contained in the Geotechnical Investigation prepared by Jacques Whitford and dated January 25, 2007. The biologist shall verify in writing to The District Municipality of Muskoka that the proposed stormwater management, construction mitigation and site servicing measures incorporate the recommendations contained in the following reports:

- The Environmental Impact Report prepared by Michalski Nielsen Associates Limited and dated October 2007 as amended and associated peer review undertaken by Gartner Lee Limited/AECOM dated June 3, 2008 as amended;
- The Letter Report by Michalski Nielsen Associates Limited dated March 9, 2012 and associated peer reviews undertaken by SLR Consulting (Canada) Limited dated March 20, 2013 and June 14, 2013;
- The Letter Report by FRI Ecological Services dated April 25, 2013 in response to the above noted peer review;
- The Response to Peer Review Comments Letter by Pinestone Engineering Limited dated May 9, 2013; and
- Comments Related to Stormwater Management for Redlined Draft Plan – Phase 1 dated June 4, 2013 and Updated Comments Related to Stormwater Management for Redlined Draft Plan – Phase 1 dated June 17, 2013 by Jones Consulting Group Limited on behalf of the Township of Georgian Bay;
- Phase 1 Draft Plan changes letter by Tulloch Engineering Inc. dated August 22, 2014; and
- Comments Related to Stormwater Management for Draft Plan Amendment – Phase 1B dated September 10, 2014 by Jones Consulting Group Limited on behalf of the Township of Georgian Bay.

Amd. By Res.
D62/2014-PED
Sep 18/14

The plans shall be circulated by The District Municipality of Muskoka to the Township of Georgian Bay for their review and approval. If required, an Environmental Compliance Approval for the plan shall be obtained from the Ministry of the Environment prior to construction of the works.

Amd. by Auth.
Mar 16/20

12a. Prior to final approval of any phase, hydraulic modelling of both water and sewer services shall be completed and any required improvements or modifications to either the subdivision design or the municipal water and sewer services shall be implemented to the satisfaction of The District Municipality of Muskoka.

Amd. By Res.
D/2013-PED
Jul 15/13

13. Prior to final approval being granted, any lands required for stormwater management purposes shall be conveyed to the Township of Georgian Bay.

Amd. By Res.
D62/2014-PED
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13a. Prior to final approval of, or any site alteration occurring on the lands included in ~~Phases 7-11~~ Phases 7-8, the owner shall obtain an Overall Benefit Permit from the Province of Ontario. A copy of the permit shall be provided to The District of Muskoka and the Township of Georgian Bay.

Local Municipal Agreement

Amd. By Res.
D/2013-PED
Jul 15/13

14. Prior to final approval of Phase 1, the owner shall enter into a ~~master~~ subdivision agreement authorized by Section 51(26) of The Planning Act, R.S.O. 1990, as amended, with the Township of Georgian Bay. The agreement shall be registered on title and shall provide that the owner agrees

to satisfy all the requirements, financial and otherwise, of the Township of Georgian Bay including but not limited to the following:

- i. the implementation of the requirements of Conditions 12 and 13 ~~14 and 15~~; and
- ii. matters respecting the design and construction of roadways, parkland facilities, and dark sky lighting.

15. The ~~master~~ subdivision agreement shall contain a provision or provisions in wording acceptable to the Township of Georgian Bay and The District Municipality of Muskoka which will implement the recommendations of the Environmental Impact Report prepared by Michalski Nielsen and Associates Limited and dated October 2007 as amended and associated peer review undertaken by Gartner Lee Limited/AECOM dated June 3, 2008 as amended as well as the Letter Report by Michalski Nielsen and Associates dated March 9, 2012 as amended by FRi Ecological Services dated April 25, 2013 and associated peer reviews by SLR Consulting (Canada) Limited dated March 20, 2013 and June 14, 2013 as well as the Natural Heritage Features Phase 1b Memorandum by FRi Ecological Services dated January 14, 2014, which include, but are not limited to the following:

Amd. By
Res. D/2013-
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- i. movement of rock fragments from areas of high disturbance to areas of lesser disturbance for potential wildlife habitat;
- ii. development and distribution of a natural heritage information package to all homeowners;
- iii. implementation of low level maintenance practices in areas with retained habitats;
- iv. completion of a restoration planting plan for the stormwater management facilities;
- v. installation and maintenance of sediment control and erosion works within the 10 metre buffer adjacent to the defined fish habitat during construction and until re-vegetation occurs;
- vi. design and implementation of a landscape buffer located adjacent to the 10 metre buffer area to a depth of no less than 5 metres;
- vii. prior to any site alteration, completion of fieldwork to identify any butternut specimens and if found, transplantation to a protected area (i.e. open space zone);
- ~~viii. design, construction and maintenance of a permanent reptile barrier fence along the northern limit of the subdivision lands; and~~
- ix. use of site plan control for all areas proposed to be developed addressing, among other matters, retention of natural features (i.e. large trees, shrubs, and fractured rock) and landscaping with native vegetation.

Amd. By Res.
D/2013-PED
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Amd. By Res.
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16. The ~~master~~ subdivision agreement shall contain a provision or provisions in wording acceptable to the Township of Georgian Bay and The District Municipality of Muskoka which will implement the recommendations of the Traffic Noise Impact Study prepared by R. Bouwmeester & Associates and dated November 27, 2007, and related Traffic Noise Impact Study Update prepared by R. Bouwmeester & Associates dated September 7, 2012, which include, but are not limited to the following:

- i. requirement of forced air heating systems with the capacity to accommodate central air conditioning for dwellings on ~~Lots 1-19, 25, 26 and Blocks 43-48, 50-57, and part~~

~~of Blocks 63-65, 67, 69 and 73-75 8, 14-70 and part of Blocks 76-77, and 79-84 Lots 1-20 and Blocks 65-67 and 69-79;~~

- ~~ii. requirement for the submission of a noise study for the commercial blocks with the submission of an application for site plan approval; and~~

Amd. By Res.
D62/2014-PED
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- ii. inclusion of the following warning clause to be registered on title and included in agreements of purchase and sale for ~~Lots 1-19, 25, 26 and Blocks 43-48, 50-57, and part of Blocks 63-65, 67, 69 and 73-75 8, 14-70 and part of Blocks 76-77, and 79-84~~ Lots 1-20 and Blocks 65-67 and 69-79:

"This dwelling unit has been fitted with a forced air heating system and the ducting, etc. was sized to accommodate central air conditioning. Installation of central air conditioning by the occupant will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the Municipality's and the Ministry of the Environment's noise criteria. (Note: The location and installation of the outdoor air conditioning device should be done so as to comply with noise criteria of MOE Publication NPC-216, Residential Air Conditioning Devices and thus minimize the noise impacts both on and in the immediate vicinity of the subject property.

Purchasers/tenants are advised that despite the inclusion of noise control features in the development and within the building units, sound levels due to increasing road traffic may on occasions interfere with some activities of the dwelling occupants as the sound levels exceed the Municipality's and the Ministry of the Environment's noise criteria."

17. The ~~master~~ subdivision agreement shall contain a provision or provisions in wording acceptable to the Township of Georgian Bay and The District Municipality of Muskoka which will implement the recommendations of the Geotechnical Investigation, prepared by Jacques Whitford and dated January 25, 2007 including but not limited to site preparation, construction of foundation and floors, excavation and backfill, earthquake considerations, and design of pavement and detailed stormwater management facilities.

Amd. By Res.
D/2013-PED
Jul 15/13

- ~~17a. The subdivision agreement shall contain a provision or provisions in wording acceptable to the Township of Georgian Bay and The District Municipality of Muskoka which requires that prior to final approval of Phase 1, written confirmation shall be provided to the Township of Georgian Bay from a qualified biologist stating that the Avoidance Strategy as referenced in the Ministry of Natural Resources' Letter of Advice dated April 3, 2013 has been complied with. This includes, but is not limited to the following:~~

Amd. By Res.
D/2013-PED
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- ~~i. a requirement to deliver the basic level training program to all contractors and/or consultants working on the site during the development of the property;~~
- ~~ii. a requirement to develop and deliver a stewardship information package to all future property owners;~~
- ~~iii. a requirement for the installation and maintenance of permanent and/or temporary functional reptile exclusion fencing along the eastern boundary of Block 62;~~
- ~~iv. a requirement to establish a Stewardship Committee of the residents and the provision of a presentation on the variety of volunteer monitoring programs currently available;~~
- ~~v. a requirement to install and maintain 2 temporary remote cameras along the exclusion fencing; and~~

- ~~vi. a requirement for the installation of educational interpretive signage on site in consultation with the Ministry of Natural Resources to provide information about Species At Risk in general.~~

~~17b. The subdivision agreement shall contain a provision or provisions in wording acceptable to the Township of Georgian Bay and The District Municipality of Muskoka which requires that prior to final approval of Phase 1, the issuance of a building permit or any site alteration occurring on any lots or blocks within Phases 1 — 6 that:~~

Amd. By Res.
D/2013-PED
Jul 15/13

- ~~i. the developer enter into an Agreement with the Township of Georgian Bay respecting the developer's responsibility for long term maintenance of the reptile exclusion fencing to be constructed on Block 62 for as long as the fencing is required by the Ministry of Natural Resources as well as, the developer's responsibility for long term maintenance of stormwater management swales along the western most lot line of Blocks 43-47 and 52-53. This agreement shall also require the establishment of a maintenance reserve fund for these matters. The agreement shall also require that if there is a transfer of any of the lands to private ownership, the obligation of the developer shall be transferred to the new owners.~~

Amd. By Res.
D62/2014-PED
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17a. The subdivision agreement shall contain a provision or provisions in wording acceptable to the Township of Georgian Bay and The District Municipality of Muskoka which requires that prior to the final approval of Phase 1 the requirements of the Avoidance Strategy, as referenced in the Ministry of Natural Resources and Forestry's Letter of Advice dated April 3, 2013, as well as any other approvals issued by the Province prior to any site alteration occurring, such as an Overall Benefit Permit issued under Clause 17(2) of the Endangered Species Act, 2007 will be implemented. This includes, but is not limited to the following:

- i. a requirement for a qualified professional to develop and deliver an education and awareness training program, to the satisfaction of the Ministry of Natural Resources and Forestry, for all contractors and/consultants entering the site to undertake species relocation, installation of reptile fencing, vegetation removal or maintenance, excavation, grading or exterior construction activities;
- ii. a requirement for a qualified professional to develop and deliver specialized training in snake handling to any person inspecting and/or maintaining reptile fencing or relocating and/or transporting snakes, and that this training shall be provided in addition to the training required in Condition 17a. i.;
- iii. a requirement for a qualified professional to develop a Stewardship Committee structure and variety of volunteer monitoring programs for use by the future residents;
- iv. a requirement for a qualified professional to develop a Ministry of Natural Resources and Forestry approved stewardship information package for use by the Stewardship Committee and distribution to all future property owners to the satisfaction of the Ministry of Natural Resources and Forestry;
- v. a requirement for the installation and maintenance of permanent and/or temporary functional reptile exclusion fencing on the Eastern Foxsnake Overall Benefit Area along the eastern boundary of Block 83;
- viii. a requirement to install and maintain two (2) temporary remote cameras along the exclusion fencing located along the eastern boundary of Block 83; and
- xi. a requirement for the installation of three (3) educational signage to the satisfaction of the Ministry of Natural Resources and Forestry to provide information about Species At Risk in general.

- 17b. The subdivision agreement shall contain a provision or provisions in wording acceptable to the Township of Georgian Bay and The District Municipality of Muskoka which requires that prior to the final approval of Phase 7 the requirements of the Avoidance Strategy, as referenced in the Ministry of Natural Resources and Forestry's Letter of Advice dated April 3, 2013, as well as any other approvals issued by the Province prior to any site alteration occurring, such as an Overall Benefit Permit issued under Clause 17(2) of the Endangered Species Act, 2007. This includes, but is not limited to the following:
- i. a requirement for a qualified professional to develop and deliver an education and awareness training program, to the satisfaction of the Ministry of Natural Resources and Forestry, for all contractors and/consultants entering the site to undertake species relocation, installation of reptile fencing, vegetation removal or maintenance, excavation, grading or exterior construction activities;
 - ii. a requirement for a qualified professional to develop and deliver specialized training in snake handling to any person inspecting and/or maintaining reptile fencing or relocating and/or transporting snakes, and that this training shall be provided in addition to the training required in Condition 17b. i.;
 - iii. a requirement for the installation and maintenance of temporary reptile fencing on the Eastern Foxsnake Overall Benefit Area along the exterior boundary of Lots 64, 48-59, 33, 20-26, 16-19, 2-7 and 9, the exterior boundary of Blocks 82, 84, 87 and 88, the southern and eastern boundaries of Block 83, the southern boundary of Block 86, the portions of the Robins Drive and Knightsbridge Boulevard that abut the road allowance between Lots 30 and 31, Concession 3, Baxter Ward and across the portion of Robins Drive between Lots 2 and 9 prior to any vegetation removal, vegetation maintenance, excavation, grading or exterior construction activities;
 - iv. a requirement for the installation and maintenance of permanent reptile fencing on the Eastern Foxsnake Overall Benefit Area along the eastern boundary of Lot 27, along the southern boundary of Lots 27-33, the eastern boundary of Block 87, the northern and eastern boundary of Lot 34, a portion of Knightsbridge Boulevard north of Lot 34, the eastern boundary of Lots 45-47, the southern boundary of Lot 47, the northern boundary of Lot 60 and the eastern boundary of Lots 60-64, the exterior boundary of the portion of Block 83 located between Block 85 and Lot 15, as well as along the southern boundary of Lot 15;
 - v. a requirement to install and maintain permanent gateless residential-grade chain-link fencing along the boundaries of the Eastern Foxsnake Overall Benefit Area (Blocks 83, 85 and 86);
 - vi. a requirement to design and incorporate three (3) naturalized corridors on Blocks 84, 85, 86, 87 and 88 to facilitate Eastern Foxsnake movement through the area;
 - vii. a requirement for the installation of three (3) educational signs to be located on the exterior boundary of Blocks 83, 85 and 86, identifying the Eastern Foxsnake Overall Benefit Area (Blocks 83, 85 and 86); as Protected Species' Habitat, to the satisfaction of the Ministry of Natural Resources;
 - viii. a requirement for the enhancement of the 9.8 hectares of habitat contained within the Eastern Foxsnake Overall Benefit Area (Blocks 83, 85 and 86) by preparation of an Enhancement Plan to the satisfaction of the Ministry of Natural Resources and Forestry;

- ix. a requirement to conduct a monitoring program for the Eastern Foxsnake Overall Benefit Area for a period of ten (10) consecutive years following the commencement of any enhancement activities described in Condition 17b. viii. to the satisfaction of the Ministry of Natural Resources and Forestry;
 - x. a requirement for the development and completion of a research project which shall occur over three (3) consecutive years to the satisfaction of the Ministry of Natural Resources and Forestry; and
 - xi. a requirement for the submission of copies of any annual monitoring reports that may be required by the Ministry of Natural Resources and Forestry to the Township of Georgian Bay for their reference.
- 17c. The subdivision agreement shall contain a provision or provisions in wording acceptable to the Township of Georgian Bay and The District Municipality of Muskoka which requires that prior to final approval of any phase, the issuance of a building permit or any site alteration that the developer enter into an Agreement with the Township of Georgian Bay respecting the following:
- i. the developer's responsibility for long-term maintenance of the reptile exclusion fencing to be constructed on the eastern boundary of Block 83, for as long as the fencing is required by the Ministry of Natural Resources and Forestry;
 - ii. the developer's responsibility for long-term maintenance of the permanent reptile fencing to be constructed along the eastern boundary of Lot 27, along the southern boundary of Lots 27-33, the eastern boundary of Block 87, the northern and eastern boundary of Lot 34, a portion of Knightsbridge Boulevard north of Lot 34, the eastern boundary of Lots 45-47, the southern boundary of Lot 47, the northern boundary of Lot 60 and the eastern boundary of Lots 60-64 , the exterior boundary of the portion of Block 83 located between Block 85 and Lot 15, as well as along the southern boundary of Lot 15;
 - iii. the developer's responsibility for the monitoring program referred to in Condition 17b. ix. and long-term maintenance of the Eastern Foxsnake Overall Benefit Area (Blocks 83, 85 and 86) including the three (3) naturalized corridors located on Blocks 84, 85, 86, 87 and 88, all associated fencing and required signage;
 - iv. the developer's responsibility for long-term maintenance of stormwater management swales along the western most lot line of Blocks 65-72 and 74 and 75;
 - v. the establishment of a long term maintenance reserve fund for these matters; and
 - vi. the requirement that should there be a transfer of any of the lands to private ownership, the obligation of the developer shall be transferred to the new owners.
18. Prior to final approval being granted for any subsequent phase, the owner shall enter into and register on title, ~~supplemental~~ amending subdivision agreements with the Township of Georgian Bay. The agreements shall be registered on title and shall provide that the owner agrees to satisfy all the requirements, financial and otherwise, of the Township of Georgian Bay including but not limited to provision of roads, installation of services, site grading and drainage works, parking, and lighting, amongst other matters for that phase.

<p>Amd. By Res. D/2013- PED Jul 15/13</p>

19. Prior to final approval of Phase 1 being granted, the owner shall enter into a master subdivision agreement authorized by Section 51(26) of the Planning Act, R.S.O. 1990, as amended, with The District Municipality of Muskoka. The agreement shall be registered on title and shall provide that the owner agrees to satisfy all the requirements, financial and otherwise, of The District Municipality of Muskoka, including but not limited the following:

- i. installation of municipal water and sewer services and provision for municipal assumption and operation of same;
- ii. any improvements necessary respecting Muskoka Road No. 5 including but not limited to turning lanes, tapers, entrance design signalization, road widening, and culvert installation or enlargement or any updates to technical studies in support thereof, as required;
- iii. the availability of sufficient Equivalent Residential Units (ERUs) to service each phase and the acquisition by the owner of such ERUs if required;
- iv. the disposal of solid waste; and
- v. the implementation of Conditions 12 and 12.a., including provision of securities, as required.

Amd. By Res.
D62/2014-PED
Sep 18/14

Amd. By
Auth Nov
1/16

Amd. by Auth.
Mar 16/20

20. Prior to final approval being granted for any subsequent phase and subject to confirmation of available water and sanitary sewage capacity, the owner shall enter into and register on title, supplemental subdivision agreements with The District Municipality of Muskoka for each of those phases and the agreements shall include, but not be limited to the following:

- i. the owner agrees to satisfy all the requirements, financial and otherwise, of The District Municipality of Muskoka concerning the provision of municipal water and sewer services, amongst other matters related to each phase;
- ii. the owner agrees to provide for the installation of municipal water and sewer services appurtenant to each phase to the satisfaction of The District Municipality of Muskoka and shall provide for municipal assumption of same; ~~and~~
- iii. the disposal of solid waste; and
- iv. the implementation of Conditions 12 and 12.a., including the provision of securities.

Amd. By
Auth Nov
1/16

Amd. by Auth.
Mar 16/20

Clearance Letters

21. Prior to final approval being granted, the Township of Georgian Bay shall advise The District Municipality of Muskoka in writing that Conditions ~~5, 6, 7, 8, 9, 13, 14, 15, 16, 17, 18, 19, 20, and 21~~ ~~5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, and 18~~ 1, 3, 5, 6, 7, 8, 9, 10, 11, 11a, 12, 13, 13a, 14, 15, 16, 17, 17a, 17b, 17c and 18 have been complied with to their satisfaction with a brief and concise statement detailing how each condition has been satisfied.

Amd. by Auth.
Sep 24/10

Amd. By Res.
D/2013-PED
Jul 15/13

22. Prior to final approval being granted, The District Municipality of Muskoka shall be satisfied that conditions ~~1, 2, 3, 4, 5, 9, 10, 11, 12, 15, 18, 19, 20, 22, and 23~~ 1, 2, 3, 4, 5, 9, 12, 15, 16, 17, 19, ~~and 20~~ 1, 2, 3, 4, 5, 9, 12, 13a, 15, 16, 17, 17a, 17b, 17c, 19 and 20 have been complied with to their satisfaction.

Amd. By Res.
D62/2014-
PED Sep
18/14

- 22a. ~~Prior to final approval being granted for Phases 7 – 11, The Province of Ontario shall advise The District Municipality of Muskoka in writing that Conditions 13a and 17c have been complied with to their satisfaction with a brief and concise statement detailing how each condition has been satisfied.~~

District Development Charges

Amd. By Res. D/2013-
PED Jul
15/13

23. ~~District Development charges are required to be paid in accordance with By-law 2008-58, as amended from time to time.~~

Final Plan

24. The final plan must be in registerable form together with all necessary instruments or plans describing an interest in the land.

Amd. by Auth.
July 25/19

25. Prior to final approval being granted, the Commissioner of ~~Planning and Economic Development~~ ~~or her~~ Community & Planning Services or their designate shall be satisfied that the conditions of approval have been satisfied and the final plan is in conformity with the draft plan.

Part C – Lapsing Provision

Amd. By Res.
D62/2014-
PED Sep
18/14

~~In the event that the owner fails to fulfill the conditions of draft approval on or before March 12, 2014 September 18, 2016, the approval herein granted shall be deemed to have lapsed pursuant to the Planning Act, R.S.O. 1990, as amended.~~

~~In the event that the owner fails to fulfill the conditions of approval for the subsequent phases within twenty-four (24) months from the date of registration of the preceding phase, the approval herein granted may be withdrawn pursuant to the Planning Act, R.S.O. 1990.~~

Amd. By Auth. Nov
1/16

In the event that the owner fails to fulfill the conditions of draft approval on or before March 16, 2022 ~~November 1, 2019~~, the approval herein granted shall be deemed to have lapsed pursuant to the Planning Act, R.S.O. 1990, as amended.

Amd. by Auth.
Mar 16/20

Extensions to draft approval may be considered provided that existing technical reports are still applicable or updates are provided and the provisions of By-law 2008-22, as amended, are met.

It is the responsibility of the applicant and/or their agent to apply for any required extensions of draft approval for at least three (3) months prior to the lapsing date noted above. The District Municipality of Muskoka will forward one courtesy notice prior to the lapsing date. This notification is a best efforts courtesy only and The District Municipality of Muskoka does not assume any responsibility for notification of lapsing of approval. No further notices will be forwarded and in the event that the appropriate application and related fee are not received, the approval herein granted shall be deemed to have lapsed.

Part D – Timing of Work

The owner is advised that any site alteration or the installation of any works or matters that may be the subject of any agreements required by this schedule shall not be permitted prior to the execution of such agreements. Where any such works, alterations or matters are undertaken in violation of this clause, approval of this plan may be withdrawn as authorized under Section 51(44) of the Planning Act, R.S.O. 1990.

This is Exhibit "B" referred to in the Affidavit of Michael Florence sworn by Michael Florence of the City of Toronto, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on July 3, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

ROBERT B. COHEN

SCHEDULE "A"

AUTHORIZATION

Pursuant to By-law 2008-22, being a by-law to delegate certain approval authorities under the Planning Act, that Schedule "A" to PED Resolution D72/16, being the condition of approval for Plan of Subdivision File S2016-1 (Port Severn Heights Phase 2), be further amended as follows:

1. That Condition 2 be amended to delete the last occurrence of the word "Digital" and to insert the word "Digital" before the word "Submission".
2. That heading "Stormwater Management" be deleted and replaced with the heading "Infrastructure".
3. That Condition 12 be deleted and replaced with the following:

"Prior to final approval of any phase being granted, four copies of a detailed report(s), prepared by a professional engineer in consultation with a qualified biologist, addressing stormwater management, construction mitigation, and municipal water and sewer services shall be submitted to The District Municipality of Muskoka. The report(s) shall be circulated by The District Municipality of Muskoka to the Township of Georgian Bay for their review and comment. The biologist shall verify in writing to The District of Municipality of Muskoka, that the proposed stormwater management plan incorporate the recommendations contained in the Environmental Impact Study prepared by Michalski Nielsen and Associates Limited dated January 2010 as updated by FRI Ecological Services dated August 2015 and October 2016 and peer reviewed by Beacon Environmental dated April 5, 2016 and the Overall Benefit Permit from the Province of Ontario, if applicable.

In addition, one (1) of the following documents shall also be provided to the satisfaction of The District Municipality of Muskoka for any applicable infrastructure works, including but not limited to municipal services and stormwater management:

- (i) An Environmental Compliance Approval (ECA) for the project(s) shall be obtained from the Provincial Ministry with jurisdiction, or
 - (ii) Written confirmation from the Provincial Ministry with jurisdiction exempting the project(s) from the requirement to obtain an ECA; or
 - (iii) A written opinion, stamped and signed by a Professional Engineer, that confirms that the project(s) meet the specific exemptions outlined in the applicable legislation/regulations."
4. That Condition 13a be inserted immediately following Condition 13, and the following wording be inserted:

“13a. Prior to final approval of any phase, hydraulic modelling of both water and sewer services shall be completed and any required improvements or modifications to either the subdivision design or the municipal water and sewer services shall be implemented to the satisfaction of The District Municipality of Muskoka.”

5. That Condition 25 be amended to insert the word “13a” immediately following the word “12”.
6. That Condition 28 be amended to delete the words “Planning and Economic Development” and be replaced with the following “Community and Planning Services”.
7. That “Part C – Lapsing Provision” be deleted and replaced with the following:

“In the event that these conditions of draft approval fail to be fulfilled on or before January 25, 2024, the approval herein granted shall be deemed to have lapsed pursuant to the Planning Act, R.S.O 1990, as amended.

Extensions to draft approval may be considered provided that existing technical reports are still applicable or updates are provided and the provisions of By-law 2008-22, as amended, including the performance and planning based criteria, are met.

It is the responsibility of the applicant and/or their agent to apply for any required extensions of draft approval at least three (3) months prior to the lapsing date noted above. The District Municipality of Muskoka will forward one courtesy notice prior to the lapsing date. This notification is a best efforts courtesy only and The District Municipality of Muskoka does not assume any responsibility for notification of lapsing of approval. No further notices will be forwarded and in the event that the appropriate application and related fee are not received, the approval herein granted shall be deemed to have lapsed.”

January 25, 2022

Date



Commissioner of Community and
Planning Services or their
designate

REVISIONS	
DD/MM/YY	REVISION
03/09/15	GENERAL REVISIONS (P.M.)
18/10/15	DIMENSIONS ADDED (P.M.)
08/08/16	BLOCKS REVISED (P.M.)

OTHER INFORMATION

- 1) ADDITIONAL INFORMATION REQUIRED UNDER SECTION 51(17) OF THE PLANNING ACT:
 - A. LAND BOUNDARIES ARE AS SHOWN ON DRAFT PLAN
 - B. ROADWAYS ARE AS SHOWN ON DRAFT PLAN AND KEY PLAN
 - C. KEY PLAN IS AS SHOWN ON DRAFT PLAN
 - D. PROPOSED LOTS ARE FOR RESIDENTIAL USE, AS SHOWN
 - E. ADJACENT USES: VACANT LANDS
 - F. LOT DIMENSIONS ARE APPROXIMATE ONLY
 - G. TOPOGRAPHICAL FEATURES ARE AS SHOWN, BASED UPON GALBRAITH, EPLETT WOROBEC SURVEYORS DIGITAL TOPOGRAPHICAL PLAN
 - H. WATER SUPPLY IS TO BE PROVIDED FROM MUNICIPAL WATER SUPPLY
 - I. SOIL IS NATIVE SILTY SAND OVER BEDROCK
 - J. 1m CONTOURS ARE AS SHOWN ON DRAFT PLAN
 - K. MUNICIPAL SANITARY SEWER TO BE AVAILABLE
 - L. SUBJECT TO EASEMENT FOR ACCESS TO BELL RADIO TOWER OVER PART 2 ON PLAN 35R-13714

**PORT SEVERN HEIGHTS
PHASE 2
DRAFT PLAN OF SUBDIVISION**

PART OF LOT 30, CONCESSION 3 and 4,
GEOGRAPHIC TOWNSHIP OF BAXTER
TOWNSHIP OF GEORGIAN BAY
DISTRICT MUNICIPALITY OF MUSKOKA

OCTOBER 6, 2014
SCALE 1:1000

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE BOUNDARIES OF THE LANDS TO BE SUBDIVIDED (SHOWN IN HEAVY DASHED OUTLINE) AND THEIR RELATIONSHIP TO THE ADJACENT LANDS ARE ACCURATELY SHOWN ON THIS PLAN.

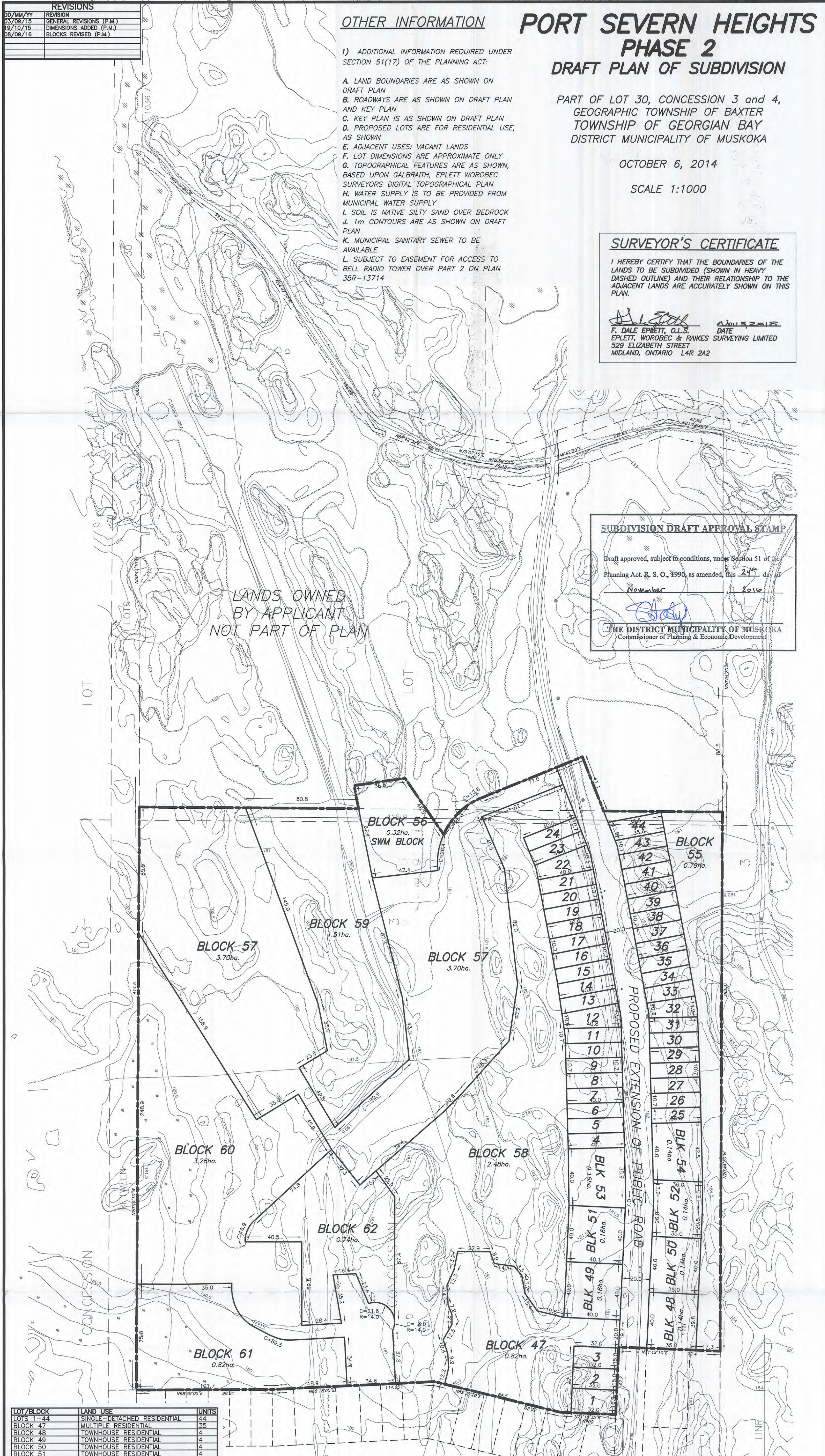
F. Dale Eplett *October 3, 2015*
F. DALE EPLETT, O.L.S. DATE
EPLETT, WOROBEC & RAIKES SURVEYING LIMITED
529 ELIZABETH STREET
MIDLAND, ONTARIO L4R 2A2

SUBDIVISION DRAFT APPROVAL STAMP

Draft approved, subject to conditions, under Section 51 of the Planning Act, R. S. O., 1990, as amended, this 24th day of November, 2014.

[Signature]
THE DISTRICT MUNICIPALITY OF MUSKOKA
Commissioner of Planning & Economic Development

LANDS OWNED
BY APPLICANT
NOT PART OF PLAN



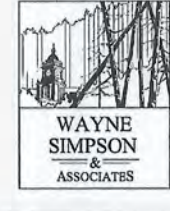
LOT/BLOCK	LAND USE	UNITS
LOTS 1-44	SINGLE-DETACHED RESIDENTIAL	44
BLOCK 47	MULTIPLE RESIDENTIAL	35
BLOCK 48	TOWNHOUSE RESIDENTIAL	4
BLOCK 49	TOWNHOUSE RESIDENTIAL	4
BLOCK 50	TOWNHOUSE RESIDENTIAL	4
BLOCK 51	TOWNHOUSE RESIDENTIAL	4
BLOCK 52	TOWNHOUSE RESIDENTIAL	4
BLOCK 53	TOWNHOUSE RESIDENTIAL	4
BLOCK 54	TOWNHOUSE RESIDENTIAL	4
BLOCK 55	OPEN SPACE	
BLOCK 56	SWM BLOCK	
BLOCK 57	SINGLE-DETACHED RESIDENTIAL	45
BLOCK 58	OPEN SPACE	
BLOCK 59	OPEN SPACE	
BLOCK 60	OPEN SPACE	
BLOCK 61	SWM BLOCK	
BLOCK 62	SWM BLOCK	
SUBTOTAL SINGLES		89
SUBTOTAL TOWNS		28
SUBTOTAL MULTI		35
TOTAL UNITS		152

PREVIOUSLY DRAFT APPROVED LANDS

PHASING

- PHASE 1: LOTS 1, 2 & 3, BLOCK 47
- PHASE 2: BLOCKS 48-54 INCLUSIVE
- PHASE 3: LOTS 4-14, 25-34 INCLUSIVE + BLOCK 55
- PHASE 4: LOTS 15-24, 35-44 INCLUSIVE
- PHASE 5: BLOCKS 56-59 & 62 INCLUSIVE
- PHASE 6: BLOCKS 60 & 61 INCLUSIVE

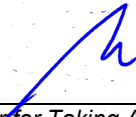
PLAN PREPARED BY:
WAYNE SIMPSON & ASSOCIATES
Planning and Development Consultants
11 Centre Street South, Suite 102
Huntsville, Ontario P1H 1W4
Tel: (705) 789-9092 Fax: (705) 789-9094



REDLINED
September 29/16
(DATE)
BY: *[Signature]*



This is Exhibit "C" referred to in the Affidavit of Michael Florence sworn by Michael Florence of the City of Toronto, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on July 3, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

ROBERT B. COHEN



Agreement of Purchase and Sale Commercial.



Form 500
for use in the Province of Ontario

This Agreement of Purchase and Sale dated this 18th day of October, 2021

BUYER: Ripudaman Dhillon (In Trust for a Company to be Incorporated), agrees to purchase from
(Full legal names of all Buyers)

SELLER: Port Severn Heights Inc., the following
(Full legal names of all Sellers)

REAL PROPERTY:

Address 74 Honey Harbour Road

fronting on the North side of Honey Harbour Road

in the Municipality of Georgian Bay Township

and having a frontage of IRREG more or less by a depth of IRREG more or less

and legally described as
See Schedule A

(Legal description of land including easements not described elsewhere) (the "property")

PURCHASE PRICE: Dollars (CDN\$) 8,000,000.00
Eight Million Dollars

DEPOSIT: Buyer submits upon acceptance
(Herewith/Upon Acceptance/as otherwise described in this Agreement)
One Hundred Thousand Dollars (CDN\$) 100,000.00

by negotiable cheque payable to Coldwell Banker Thompson Real Estate "Deposit Holder" to be held in trust pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion. For the purposes of this Agreement, "Upon Acceptance" shall mean that the Buyer is required to deliver the deposit to the Deposit Holder within 24 hours of the acceptance of this Agreement. The parties to this Agreement hereby acknowledge that, unless otherwise provided for in this Agreement, the Deposit Holder shall place the deposit in trust in the Deposit Holder's non-interest bearing Real Estate Trust Account and no interest shall be earned, received or paid on the deposit.

Buyer agrees to pay the balance as more particularly set out in Schedule A attached.

SCHEDULE(S) A B & C attached hereto form(s) part of this Agreement.

1. **IRREVOCABILITY:** This offer shall be irrevocable by Seller until 11:00 on 25th day of October, 2021, after which time, if not accepted, this offer shall be null and void and the deposit shall be returned to the Buyer in full without interest
(Seller/Buyer) (a.m./p.m.)

2. **COMPLETION DATE:** This Agreement shall be completed by no later than 6:00 p.m. on the See Schedule A day of 20. Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.

INITIALS OF BUYER(S):

INITIALS OF SELLERS(S):

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3. **NOTICES:** The Seller hereby appoints the Listing Brokerage as agent for the Seller for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage (Buyer's Brokerage) has entered into a representation agreement with the Buyer, the Buyer hereby appoints the Buyer's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. **Where a Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be appointed or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices.** Any notice relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counter-offer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any Schedule hereto (any of them, "Document") shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowledgement below, or where a facsimile number or email address is provided herein, when transmitted electronically to that facsimile number or email address, respectively, in which case, the signature(s) of the party (parties) shall be deemed to be original.

FAX No.:
(For delivery of Documents to Seller)

FAX No.:
(For delivery of Documents to Buyer)

Email Address: thescottaitchison@gmail.com
(For delivery of Documents to Seller)

Email Address:
(For delivery of Documents to Buyer)

4. **CHATELS INCLUDED:**

.....
.....
.....

Unless otherwise stated in this Agreement or any Schedule hereto, Seller agrees to convey all fixtures and chattels included in the Purchase Price free from all liens, encumbrances or claims affecting the said fixtures and chattels

5. **FIXTURES EXCLUDED:**

.....
.....
.....

6. **RENTAL ITEMS (Including Lease, Lease to Own):** The following equipment is rented and **not** included in the Purchase Price. The Buyer agrees to assume the rental contract(s), if assumable:

.....
.....
.....

The Buyer agrees to co-operate and execute such documentation as may be required to facilitate such assumption.


7. **HST: If the sale of the property (Real Property as described above) is subject to Harmonized Sales Tax (HST), then such tax shall be in addition to the Purchase Price.** The Seller will not collect HST if the Buyer provides to the Seller a warranty that the Buyer is registered under the Excise Tax Act ("ETA"), together with a copy of the Buyer's ETA registration, a warranty that the Buyer shall self-assess and remit the HST payable and file the prescribed form and shall indemnify the Seller in respect of any HST payable. The foregoing warranties shall not merge but shall survive the completion of the transaction. If the sale of the property is not subject to HST, Seller agrees to certify on or before closing, that the transaction is not subject to HST. Any HST on chattels, If applicable, is not included in the Purchase Price.

INITIALS OF BUYER(S):



INITIALS OF SELLERS(S):



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8. **TITLE SEARCH:** Buyer shall be allowed until 6:00 p.m. on the day of See Schedule A 20..... (Requisition Date) to examine the title to the property at his own expense and until the earlier of: (i) thirty days from the later of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived or; (ii) five days prior to completion, to satisfy himself that there are no outstanding work orders or deficiency notices affecting the property, that its present use (..... See Schedule A) may be lawfully continued and that the principal building may be insured against risk of fire. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders and deficiency notices affecting the property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.
9. **FUTURE USE:** Seller and Buyer agree that there is no representation or warranty of any kind that the future intended use of the property by Buyer is or will be lawful except as may be specifically provided for in this Agreement
10. **TITLE:** Provided that the title to the property is good and free from all registered restrictions, charges, liens, and encumbrances except as otherwise specifically provided in this Agreement and save and except for (a) any registered restrictions or covenants that run with the land providing that such are complied with; (b) any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; (c) any minor easements for the supply of domestic utility or telecommunication services to the property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telecommunication lines, cable television lines or other services which do not materially affect the use of the property. If within the specified times referred to in paragraph 8 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to Seller and which Seller is unable or unwilling to remove, remedy or satisfy or obtain insurance save and except against risk of fire (Title Insurance) in favour of the Buyer and any mortgagee, (with all related costs at the expense of the Seller), and which Buyer will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and Seller, Listing Brokerage and Co-operating Brokerage shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, Buyer shall be conclusively deemed to have accepted Seller's title to the property
11. **CLOSING ARRANGEMENTS:** Where each of the Seller and Buyer retain a lawyer to complete the Agreement of Purchase and Sale of the property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter L4 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Ontario. Unless otherwise agreed to by the lawyers, such exchange of Requisite Deliveries shall occur by the delivery of the Requisite Deliveries of each party to the office of the lawyer for the other party or such other location agreeable to both lawyers
12. **DOCUMENTS AND DISCHARGE:** Buyer shall not call for the production of any title deed, abstract, survey or other evidence of title to the property except such as are in the possession or control of Seller. If requested by Buyer, Seller will deliver any sketch or survey of the property within Seller's control to Buyer as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Trust And Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Buyer on completion, is not available in registrable form on completion, Buyer agrees to accept Seller's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same, or cause same to be registered, on title within a reasonable period of time after completion, provided that on or before completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagee selling out the balance required to obtain the discharge, and, where a real-time electronic cleared funds transfer system is not being used, a direction executed by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.
14. **INSURANCE:** All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Seller. Pending completion, Seller shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, Buyer may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion. If Seller is taking back a Charge/Mortgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest on completion.

INITIALS OF BUYER(S):



INITIALS OF SELLER(S):





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- 15. PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if Seller complies with the subdivision control provisions of the Planning Act by completion and Seller covenants to proceed diligently at his expense to obtain any necessary consent by completion.
- 16. DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Seller, and any Charge/Mortgage to be given back by the Buyer to Seller at the expense of the Buyer. If requested by Buyer, Seller covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 50(22) of the Planning Act, R.S.O.1990.
- 17. RESIDENCY:** (a) Subject to (b) below, the Seller represents and warrants that the Seller is not and on completion will not be a non-resident under the non-residency provisions of the Income Tax Act which representation and warranty shall survive and not merge upon the completion of this transaction and the Seller shall deliver to the Buyer a statutory declaration that Seller is not then a non-resident of Canada;
(b) provided that if the Seller is a non-resident under the non-residency provisions of the Income Tax Act, the Buyer shall be credited towards the Purchase Price with the amount, if any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer's liability in respect of tax payable by Seller under the non-residency provisions of the Income Tax Act by reason of this sale. Buyer shall not claim such credit if Seller delivers on completion the prescribed certificate.
- 18. ADJUSTMENTS:** Any rents, mortgage interest, realty taxes including local improvement rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to Buyer.
- 19. TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.
- 20. PROPERTY ASSESSMENT:** The Buyer and Seller hereby acknowledge that the Province of Ontario has implemented current value assessment and properties may be re-assessed on an annual basis. The Buyer and Seller agree that no claim will be made against the Buyer or Seller, or any Brokerage, Broker or Salesperson, for any changes in property tax as a result of a re-assessment of the property, save and except any property taxes that accrued prior to the completion of this transaction.
- 21. TENDER:** Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for completion. Money shall be tendered with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.
- 22. FAMILY LAW ACT:** Seller warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O.1990 unless the spouse of the Seller has executed the consent hereinafter provided.
- 23. UFFI:** Seller represents and warrants to Buyer that during the time Seller has owned the property, Seller has not caused any building on the property to be insulated with insulation containing ureaformaldehyde, and that to the best of Seller's knowledge no building on the property contains or has ever contained insulation that contains ureaformaldehyde. This warranty shall survive and not merge on the completion of this transaction, and if the building is part of a multiple unit building, this warranty shall only apply to that part of the building which is the subject of this transaction.
- 24. LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE:** The parties acknowledge that any information provided by the brokerage is not legal, tax or environmental advice, and that it has been recommended that the parties obtain independent professional advice prior to signing this document.
- 25. CONSUMER REPORTS:** The Buyer is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.
- 26. AGREEMENT IN WRITING:** If there is conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. For the purposes of this Agreement, Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.
- 27. TIME AND DATE:** Any reference to a time and date in this Agreement shall mean the time and date where the property is located

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):



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28. SUCCESSORS AND ASSIGNS: The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

(Witness) (Buyer/Authorized Signing Officer) Ripudaman Dhillon (Seal) (Date) 09/18/2021

I, the Undersigned Seller, agree to the above offer. I hereby irrevocably instruct my lawyer to pay directly to the brokerage(s) with whom I have agreed to pay commission, the unpaid balance of the commission together with applicable Harmonized Sales Tax (and any other taxes as may hereafter be applicable), from the proceeds of the sale prior to any payment to the undersigned on completion, as advised by the brokerage(s) to my lawyer. SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

(Witness) (Seller/Authorized Signing Officer) Post Savan Heights Inc. (Seal) (Date)

SPOUSAL CONSENT: The undersigned spouse of the Seller hereby consents to the disposition evidenced herein pursuant to the provisions of the Family Law Act, R.S.O. 1990, and hereby agrees to execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

(Witness) (Spouse) (Seal) (Date)

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at this day of 20 (a.m./p.m.)

INFORMATION ON BROKERAGE(S) Listing Brokerage COLDWELL BANKER THOMPSON REAL ESTATE, BROKERAGE, RUNTSVILLE -M93 (705) 789-4957 SCOTT AITCHISON (Salesperson/Broker/Broker of Record Name) Co-op/Buyer Brokerage Century 21 Flower City Inc. 905-795-9100 Manu Datta (Salesperson/Broker/Broker of Record Name)

ACKNOWLEDGEMENT I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer. (Seller) Post Savan Heights Inc. (Date) (Buyer) Ripudaman Dhillon (Date) 09/18/2021

FOR OFFICE USE ONLY COMMISSION TRUST AGREEMENT In Co-operating Brokerage shown on the foregoing Agreement of Purchase and Sale: In consideration for the Co-operating Brokerage procuring the foregoing Agreement of Purchase and Sale I hereby declare that all moneys received or receivable by me in connection with the transaction as contemplated in the MLS' Rules and Regulations of my Real Estate Board shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MLS' Rules and shall be subject to and governed by the MLS' Rules pertaining to Commission Trust. DATED as of the date and time of the acceptance of the foregoing Agreement of Purchase and Sale. Acknowledged by: (Authorized to bind the listing Brokerage) (Authorized to bind the Co-operating Brokerage)



Schedule A Agreement of Purchase and Sale - Commercial

Form 500

for use in the Province of Ontario

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER: Ripudaman Dhillon (In Trust for a Company to be incorporated) and

SELLER: Port Severn Heights Inc.

for the purchase and sale of 74 Honey Harbour Road Georgian Bay Township

dated the 18th day of October, 2021

Buyer agrees to pay the balance as follows:

PURCHASE PRICE

The Buyer agrees to pay One Million Eight Hundred Thousand (\$1,800,000.00) Dollars of the Purchase Price to the Seller with funds drawn on a lawyer's trust account, by certified cheque or bank draft or wire transfer, on the completion date of this Agreement of Purchase and Sale subject to the usual adjustments and the Vendor Mortgage Takeback.

SECOND DEPOSIT

Upon waiver of Buyer's conditions, the Buyer shall deliver a further deposit of One Hundred Thousand Dollars (\$100,000.00) within Two (2) days with funds drawn on a lawyer's trust account, by certified cheque or bank draft or wire transfer.

DUE DILIGENCE CONDITION

The Agreement is conditional (the "Buyer's Due Diligence Condition") for a period commencing on the date of final acceptance of this Agreement and ending on the day that is Ninety (90) days from the Delivery Date (as hereinafter defined the "Buyer's Due Diligence Conditional Period") upon the Buyer determining, in its sole discretion, that the Property is suitable for the Buyer's intended use of the Property, and without in any manner whatsoever limiting the generality of the foregoing, satisfying itself with respect to the Official Plan, By-Laws (subdivision or otherwise), Zoning, environmental status, studies and or other documents (title or otherwise) affecting the Property (including Seller's Deliveries), and financing and economic viability. Unless the Buyer gives notice in writing delivered to the Seller prior to the expiry of the Buyer's Due Diligence Conditional Period that this condition is fulfilled. Then this Agreement shall come to an end upon which it is agreed that neither party shall have any further rights or obligations hereunder and the Deposits will be returned to the Buyer without deduction.

COMPLETION

The parties agree that this Agreement of Purchase and Sale shall be completed no later than 6:00 pm on the Sixtieth (60) day after completion of the Buyer's Due Diligence Condition.

TITLE SEARCH

The Buyer shall have until the (10) days prior to the Closing Date to complete its title search and make the requisitions in accordance with this Agreement of Purchase and Sale.

LEGAL DESCRIPTION

The legal description of the Property being conveyed is: Part of Lot 30, Concession 4 Baxter, being Part 2, Plan 35R-18204; Part of Lot 30, Concession 4 Baxter, being Parts 1 - 10, Plan 30R-18203, Except Parts 1 - 3, Plan 35R-23914 and Except Part 3, Plan 35R-25939; Georgian Bay; The District Municipality of Muskoka; Subject to an Easement over Part 4, Plan 35R-23914 in favour of Part of Lot 30, Concession 3 Baxter, being Part 1, 35R-23914, as in MT149718; Subject to an Easement over Part 4, Plan 35R-23914 in favour of Part of Lot 30, Concession 3 Baxter, being Part 2, Plan 25R-23914 as in MT149719; Subject to an Easement over Part 4, Plan 35R-23914 in favour of Part of lot 30 Concession 3 Baxter, being Part 3, Plan 35R-23914 as in MT149720, being all of PIN 48018-0807 (LT)

PHASE 3 LANDS

The Seller agrees to accept a re-conveyance of the lands known as the Phase 3 Lands, for a purchase price of \$1.00, (the "Excess Lands"). It is agreed that no portion of the Purchase Price is being allocated to the Excess Lands and that the Excess Lands are only included in the Property being conveyed due to the subdivision restrictions contained in Section 50 of the Planning Act.

The Closing Date for the re-conveyance of the Excess Lands will be thirty (30) days after the date on which the Excess Lands can be legally conveyed from the balance of the Property in accordance with the subdivision provisions of the Planning Act. The Buyer covenants to take all steps, and obtain all approvals, including the registration of a plan of subdivision for the portion of the Property other than the Excess Lands, at its sole cost and expense, that are necessary to allow the Excess Lands to be legally conveyed to the Seller from the adjoining lands on a prompt basis. The Buyer agrees to convey the Excess Lands to the Seller free and clear of any Charges or encumbrances registered on title, save and except for those encumbrances which were existing as at the Closing Date. Prior to closing, the Buyer and Seller agree to enter into a purchase agreement incorporating these terms and using OREA Form 100 (the "Excess Lands Purchase Agreement"). The Buyer shall be entitled to register notice of the Excess Lands Purchase Agreement on title to the Property on Closing.

which are held in Schedule "C"

This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S):

INITIALS OF SELLERS(S):

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Schedule A

Agreement of Purchase and Sale – Commercial

Form 500

for use in the Province of Ontario

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER: Ripudaman Dhillon (In Trust for a Company to be Incorporated) , and

SELLER: Port Severn Heights Inc.

for the purchase and sale of 74 Honey Harbour Road Georgian Bay Township

dated the 18th day of October, 2021

BELL MOBILITY LEASE

The Buyer acknowledges that the Property is subject to a lease with Bell Mobility (the "Bell Lease") with respect to a portion of the Property. The Buyer agrees to assume the obligations under the Bell Lease and to take title to the Property subject to the Bell Lease, and will sign such documents as may be necessary to assume the obligations under the Bell Lease. *and easement*

ASSIGNMENT

The Buyer shall have the right to assign this Agreement to any person or persons, corporation or corporations as may be decided by the Buyer in its discretion, or to cause title to the subject lands to be taken in a name other than the Buyer herein (any part so designed by the Buyer being hereinafter referred to as the "assignee"). Provided that upon the Buyer delivering to the Seller, a written covenant of such assignee to be bound by the provisions of this Agreement, the Buyer hereinbefore originally named shall be relieved of all obligations and liability whatsoever pursuant to the provisions of this Agreement, and, such assignee shall be deemed to be the party hereinbefore originally named as the Buyer. *and easement*

AUTHORIZATIONS

The Seller shall deliver to the Buyer immediately upon acceptance, authorizations to municipal and other authorities (including the municipal and/or District development departments) authorizing the release of any information pertaining to the Property, in the form requested by the Buyer.

SELLER'S DELIVERIES UPON ACCEPTANCE

The Purchase price includes all plans, surveys, drawings, engineering plans, specifications, studies, soil, environmental and all other reports, and generally all documents (including and leases) and material whatsoever in the possession or under the control of the Seller relating to the subject land and/or their proposed development or condition insofar as the same has progressed to date, all of which have been paid for in full by the Seller and all of which are free and clear of any lien there against, in which respect the Seller shall provide evidence reasonably satisfactory to the Buyer on Closing. The Seller covenants to forthwith deliver all such documents and material in its possession to the Buyer within Ten (10) business days after the date of acceptance of this Agreement, to be held by the Buyer pending completion or other termination of this Agreement, and to be returned to the Seller in the event this transaction is not successfully completed for any reason whatsoever. In addition, the Seller shall deliver to the Buyer within Two (2) business days of a request by Purchase, authorization necessary to permit the Buyer to obtain information with respect to the property from the files of relevant government authorities, and/or Seller's planning and engineering consultants including any authorizations required by the Buyer to allow it to interface with any relevant authorities such as conservation authorities and/or provincial ministries, to establish development boundaries related to environmental features. Provided, however, the Buyer agrees to pay for any costs incurred by the Sellers consultants in connection with any request made by the Buyer after the Seller has delivered the applicable due diligence deliveries which are required to be delivered in the ten (10) business day period following acceptance of this Agreement

VENDOR TAKEBACK MORTGAGE

The Seller agrees to a take back mortgage for the balance of the purchase price bearing interest at a rate of 4% per annum, repayable interest only, quarterly and maturing Three (3) years from the date of acceptance of this Agreement of Purchase and Sale. The Seller agrees to waive payments on the mortgage for Six (6) months after acceptance of this Agreement of Purchase and Sale. The Seller take back mortgage will be drafted by the Sellers solicitor and will incorporate Standard Charge Terms 200033. On or before closing, the Buyer will, at the cost of the Buyer, deliver a title insurance commitment naming the Sellers as insureds over their applicable lands.

AS IS WHERE IS

The Buyer is purchasing the Property on an as is, where is basis without any representation or warranty as to the Property or its current or future uses, including, without limiting the generality of the foregoing; (i) the physical and environmental condition of the Property; (ii) any planning, zoning or other land use regulations or restrictions that may affect the Property; (iii) any planning or governmental approvals that may need to be obtained, or conditions which may need to be satisfied, in order to develop, service or construct improvements on the Property.

This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S):

[Handwritten initials]

INITIALS OF SELLER(S):

[Handwritten initials]

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Schedule A

Agreement of Purchase and Sale – Commercial

Form 500

for use in the Province of Ontario

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER: Ripudanan Dhillon (In Trust for a Company to be incorporated) _____, and

SELLER: Port Severn Heights Inc. _____

for the purchase and sale of 74 Honey Harbour Road _____ Georgian Bay Township _____

dated the 18th day of October, 2021

SELLER'S CONDITIONS

The Seller's obligations under this Agreement are conditional within five (5) business days upon mutual acceptance upon the Seller' obtaining the written approval from its directors and shareholders, according to their sole, absolute and unfettered discretion, to complete the sale transaction as provided for herein. If the Seller does not provide written notice of waiver or satisfaction of this condition to the Buyer or its realtor on or before five business days after the acceptance date, then this Agreement will come to an end and the deposit and all interest earned thereon shall be returned to the Buyer, without deduction, and the Buyer and Seller shall have no further obligations to each other under this Agreement, except an obligation to restore the property as a result of any soil test conducted by the Buyer.

REPRESENTATIONS AND WARRANTIES

The Seller hereby covenants, represents and warranties to and in favour of the Buyer that, as of the date hereof and as of the Closing:

- a) Corporate Power - the Seller is a corporation duly existing under the laws of its jurisdiction of incorporation and has all necessary right, power and authority to enter into, execute and deliver this Agreement and to perform its obligations hereunder. The entry into, execution and delivery of this Agreement and the performance by the Seller of its obligations hereunder has been duly authorized and approved by all necessary action on the part of the Seller;
- b) No Litigation - To the Seller's knowledge there are no actions, suits or proceedings pending or threatened against or affecting the Seller or the Property which could adversely affect title to the Property or any part thereof or the conveyance of the Property to the Buyer;
- c) Expropriation - The Seller has not received any written notice and has no other knowledge of any proceeding by any governmental authority with respect to the expropriation of the Property or any part thereof; and
- d) Municipal Notices - To the Seller's knowledge the Seller has not received any notice of any present or future obligation to pay monies to any statutory authority in connection with off-site roads, services, utilities or similar services relating to the Property nor does it now have any present or future obligation to construct or provide services, utilities or similar improvements to the Property.

Notwithstanding anything herein, the Buyer will at all times provide prior notice to the Seller before it contacts any governmental authorities with respect to this Property.

The parties hereto consent and agree to the use of electronic signature pursuant to the Electronic Commerce Act 2000, S.O. 2000, c17 as amended from time to time with respect to this Agreement and any other documents respecting this transaction.

This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

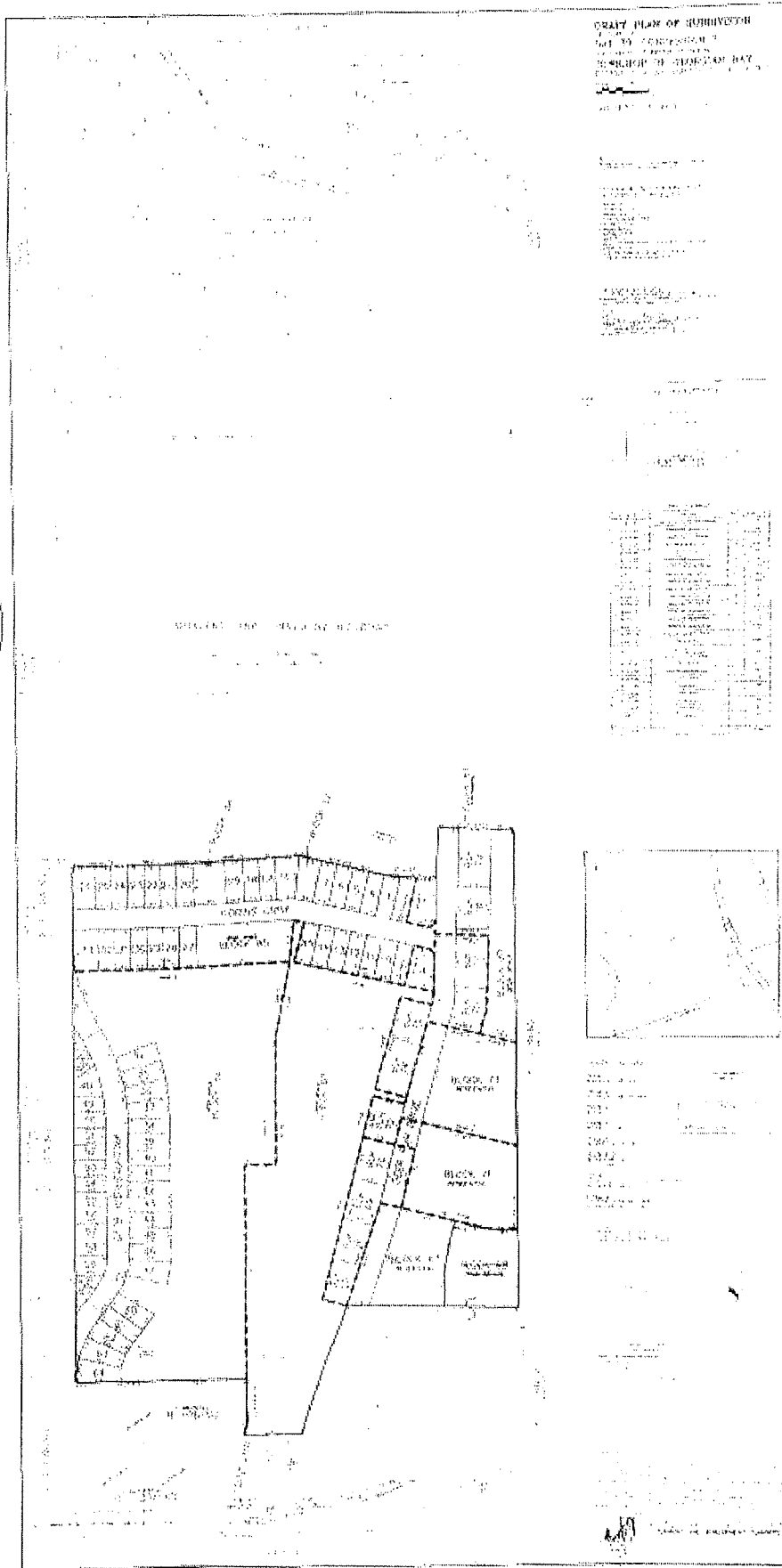
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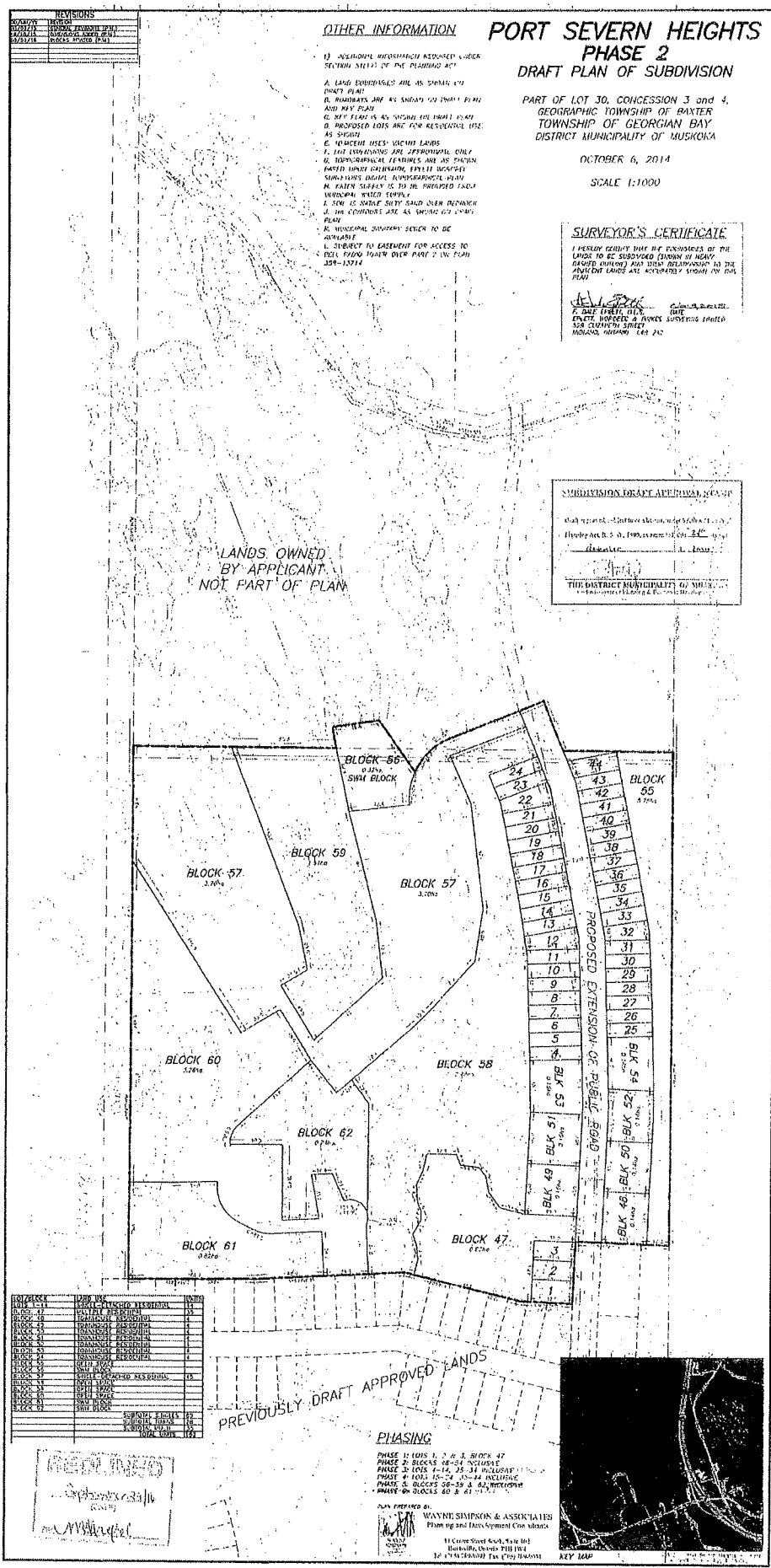
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SCHEDULE "A" (con't)

1. The Buyer acknowledges the municipal road that will be built from Honey Harbour Rd., North through the subdivision will accommodate the Hydro poles to provide Hydro electricity to the subdivision and will also have the height to accommodate the bell cables and fibre optic cables that are currently feeding the bell tower from Honey Harbour Road at the Buyer's expense.
2. The Buyer acknowledges there will be development charges described as ERU for every lot in phase 1 and phase 2 at the Buyer's expense. This payment is to reimburse the province for the installation of a sewage treatment plant and water plant installed in the late 90s for the village of Port Severn that is in Georgian Bay Township.
3. The Buyer acknowledges that the Seller may develop the Excess Lands and the lands owned by the Seller which are currently described on PIN 48018-0375 (LT) (collectively, the "Seller's Development Lands") for primarily residential uses. The Buyer agrees to co-operate with the Seller in connection with its development of the Seller's Development Lands covenants not to contest, oppose, object to, or otherwise hinder, whether directly or indirectly, any change to the zoning or permitted uses on the Seller's Development Lands.

(C)





REVISIONS	
NO. DATE	DESCRIPTION
1/1/11	INITIAL PLAN
2/1/11	REVISIONS
3/1/11	REVISIONS
4/1/11	REVISIONS
5/1/11	REVISIONS
6/1/11	REVISIONS
7/1/11	REVISIONS
8/1/11	REVISIONS
9/1/11	REVISIONS
10/1/11	REVISIONS
11/1/11	REVISIONS
12/1/11	REVISIONS

OTHER INFORMATION

- 1) ALL RIGHTS RESERVED UNDER SECTION 11(1) OF THE PLANNING ACT
- A. LAND SUBDIVISIONS ARE AS SHOWN ON THIS PLAN
- B. BOUNDARIES ARE AS SHOWN ON THIS PLAN AND NOT BY PLAN
- C. THIS PLAN IS AS SHOWN ON THIS PLAN
- D. PROPOSED LOTS ARE FOR RESIDENTIAL USE AS SHOWN
- E. UNDEVELOPED LOTS ARE VACANT LOTS
- F. THE DIMENSIONS ARE APPROXIMATE ONLY
- G. DIMENSIONAL FEATURES ARE AS SHOWN ON THIS PLAN UNLESS OTHERWISE SPECIFIED
- H. THIS PLAN IS TO BE PREPARED IN ACCORDANCE WITH THE DISTRICT MUNICIPALITY OF MUSKOKA ZONING BY-LAW
- I. THIS PLAN IS MADE SUBJECT TO ALL REQUIREMENTS OF THE DISTRICT MUNICIPALITY OF MUSKOKA ZONING BY-LAW
- J. MUNICIPAL ZONING BY-LAW IS TO BE APPLIED
- K. SUBJECT TO EASEMENT FOR ACCESS TO THIS ROAD TAKEN OVER PART 2 OF PLAN 359-15714

PORT SEVERN HEIGHTS PHASE 2 DRAFT PLAN OF SUBDIVISION

PART OF LOT 30, CONCESSION 3 and 4, GEOGRAPHIC TOWNSHIP OF BAXTER, TOWNSHIP OF GEORGIAN BAY, DISTRICT MUNICIPALITY OF MUSKOKA

OCTOBER 6, 2014
SCALE 1:1000

SURVEYOR'S CERTIFICATE
I HEREBY CERTIFY THAT THE DIMENSIONS OF THE LANDS TO BE SUBDIVIDED (SHOWN IN NEARLY EXACT MEASUREMENT) AND THEIR RELATIONSHIP TO THE ADJACENT LANDS ARE ACCURATELY SHOWN ON THIS PLAN.
[Signature]
DATE: 10/06/14
PLACE: PORT SEVERN HEIGHTS
MUNICIPALITY: MUSKOKA

SUBDIVISION DRAFT APPROVAL STAMP
This project is subject to the following conditions:
1. The applicant shall comply with the provisions of the Planning Act R.S.O. 1990, Chapter 503, s. 34.
2. The applicant shall comply with the provisions of the District Municipality of Muskoka Zoning By-Law.
THE DISTRICT MUNICIPALITY OF MUSKOKA
100 Water Street, Muskoka, Ontario

LANDS OWNED BY APPLICANT NOT PART OF PLAN

LOT/BLOCK	AREA	OWNER	DATE
BLOCK 47	0.21ha	WYATT SIMPSON & ASSOCIATES	10/06/14
BLOCK 48	0.21ha	WYATT SIMPSON & ASSOCIATES	10/06/14
BLOCK 49	0.21ha	WYATT SIMPSON & ASSOCIATES	10/06/14
BLOCK 50	0.21ha	WYATT SIMPSON & ASSOCIATES	10/06/14
BLOCK 51	0.21ha	WYATT SIMPSON & ASSOCIATES	10/06/14
BLOCK 52	0.21ha	WYATT SIMPSON & ASSOCIATES	10/06/14
BLOCK 53	0.21ha	WYATT SIMPSON & ASSOCIATES	10/06/14
BLOCK 54	0.21ha	WYATT SIMPSON & ASSOCIATES	10/06/14
BLOCK 55	0.21ha	WYATT SIMPSON & ASSOCIATES	10/06/14
BLOCK 56	0.21ha	WYATT SIMPSON & ASSOCIATES	10/06/14
BLOCK 57	0.21ha	WYATT SIMPSON & ASSOCIATES	10/06/14
BLOCK 58	0.21ha	WYATT SIMPSON & ASSOCIATES	10/06/14
BLOCK 59	0.21ha	WYATT SIMPSON & ASSOCIATES	10/06/14
BLOCK 60	0.21ha	WYATT SIMPSON & ASSOCIATES	10/06/14
BLOCK 61	0.21ha	WYATT SIMPSON & ASSOCIATES	10/06/14
BLOCK 62	0.21ha	WYATT SIMPSON & ASSOCIATES	10/06/14
BLOCK 63	0.21ha	WYATT SIMPSON & ASSOCIATES	10/06/14
BLOCK 64	0.21ha	WYATT SIMPSON & ASSOCIATES	10/06/14
BLOCK 65	0.21ha	WYATT SIMPSON & ASSOCIATES	10/06/14
BLOCK 66	0.21ha	WYATT SIMPSON & ASSOCIATES	10/06/14
BLOCK 67	0.21ha	WYATT SIMPSON & ASSOCIATES	10/06/14
BLOCK 68	0.21ha	WYATT SIMPSON & ASSOCIATES	10/06/14
BLOCK 69	0.21ha	WYATT SIMPSON & ASSOCIATES	10/06/14
BLOCK 70	0.21ha	WYATT SIMPSON & ASSOCIATES	10/06/14
BLOCK 71	0.21ha	WYATT SIMPSON & ASSOCIATES	10/06/14
BLOCK 72	0.21ha	WYATT SIMPSON & ASSOCIATES	10/06/14
BLOCK 73	0.21ha	WYATT SIMPSON & ASSOCIATES	10/06/14
BLOCK 74	0.21ha	WYATT SIMPSON & ASSOCIATES	10/06/14
BLOCK 75	0.21ha	WYATT SIMPSON & ASSOCIATES	10/06/14
BLOCK 76	0.21ha	WYATT SIMPSON & ASSOCIATES	10/06/14
BLOCK 77	0.21ha	WYATT SIMPSON & ASSOCIATES	10/06/14
BLOCK 78	0.21ha	WYATT SIMPSON & ASSOCIATES	10/06/14
BLOCK 79	0.21ha	WYATT SIMPSON & ASSOCIATES	10/06/14
BLOCK 80	0.21ha	WYATT SIMPSON & ASSOCIATES	10/06/14
BLOCK 81	0.21ha	WYATT SIMPSON & ASSOCIATES	10/06/14
BLOCK 82	0.21ha	WYATT SIMPSON & ASSOCIATES	10/06/14
BLOCK 83	0.21ha	WYATT SIMPSON & ASSOCIATES	10/06/14
BLOCK 84	0.21ha	WYATT SIMPSON & ASSOCIATES	10/06/14
BLOCK 85	0.21ha	WYATT SIMPSON & ASSOCIATES	10/06/14
BLOCK 86	0.21ha	WYATT SIMPSON & ASSOCIATES	10/06/14
BLOCK 87	0.21ha	WYATT SIMPSON & ASSOCIATES	10/06/14
BLOCK 88	0.21ha	WYATT SIMPSON & ASSOCIATES	10/06/14
BLOCK 89	0.21ha	WYATT SIMPSON & ASSOCIATES	10/06/14
BLOCK 90	0.21ha	WYATT SIMPSON & ASSOCIATES	10/06/14
BLOCK 91	0.21ha	WYATT SIMPSON & ASSOCIATES	10/06/14
BLOCK 92	0.21ha	WYATT SIMPSON & ASSOCIATES	10/06/14
BLOCK 93	0.21ha	WYATT SIMPSON & ASSOCIATES	10/06/14
BLOCK 94	0.21ha	WYATT SIMPSON & ASSOCIATES	10/06/14
BLOCK 95	0.21ha	WYATT SIMPSON & ASSOCIATES	10/06/14
BLOCK 96	0.21ha	WYATT SIMPSON & ASSOCIATES	10/06/14
BLOCK 97	0.21ha	WYATT SIMPSON & ASSOCIATES	10/06/14
BLOCK 98	0.21ha	WYATT SIMPSON & ASSOCIATES	10/06/14
BLOCK 99	0.21ha	WYATT SIMPSON & ASSOCIATES	10/06/14
BLOCK 100	0.21ha	WYATT SIMPSON & ASSOCIATES	10/06/14

PREVIOUSLY DRAFT APPROVED LANDS

PHASING

- PHASE 1: LOTS 1, 2 & 3, BLOCK 47
- PHASE 2: BLOCKS 48-50 INCLUSIVE
- PHASE 3: LOTS 4-14, 25-31 INCLUSIVE
- PHASE 4: LOTS 15-24, 32-41 INCLUSIVE
- PHASE 5: BLOCKS 52-59 & 61 INCLUSIVE
- PHASE 6: BLOCKS 60 & 62 INCLUSIVE

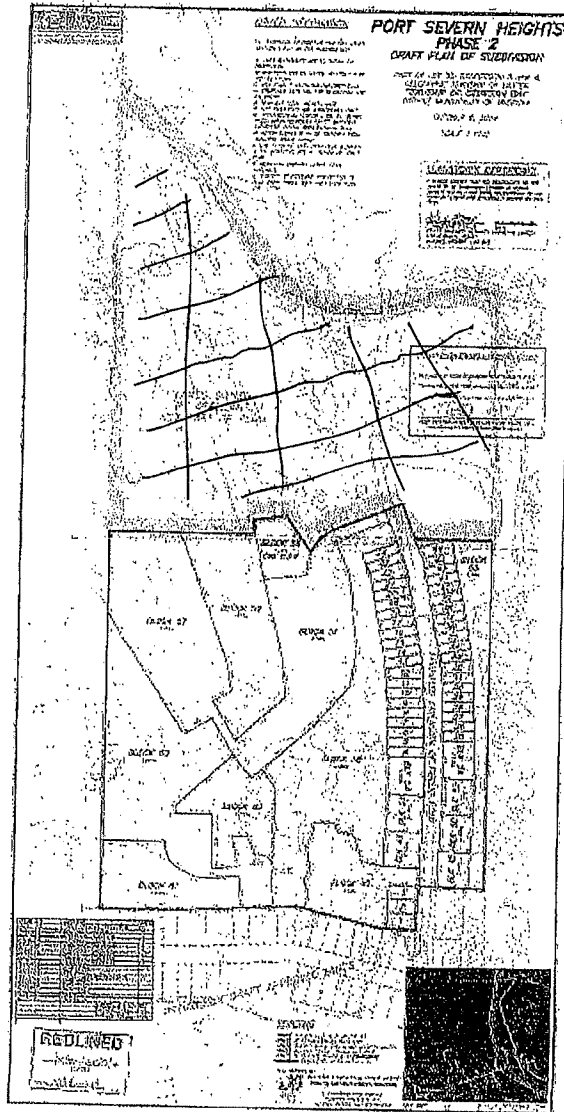
WYATT SIMPSON & ASSOCIATES
Planning and Development Cost Estimate
81 Green Street East, Suite 101
Barkham Centre, Unit 101
100 W. WILSON ST. TORONTO, ONT. M6K 3K7
TEL: (416) 291-1111 FAX: (416) 291-1112



RECEIVED
10/06/14
WYATT SIMPSON & ASSOCIATES

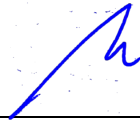
Schedule "C"
Agreement of Purchase and Sale

Highlighted lands below abutting exiting Phase 2 Draft Plan Approved Lands



Phase 3
lands are
hatched
on this
sketch

This is Exhibit "D" referred to in the Affidavit of Michael Florence sworn by Michael Florence of the City of Toronto, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on July 3, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

ROBERT B. COHEN



Assignment of Agreement of Purchase and Sale

Form 145

for use in the Province of Ontario

This Assignment of Agreement of Purchase and Sale dated this 25 day of February 2022

ASSIGNEE: 1279449 B.C. LTD. in Trust, agrees to purchase from
(Full legal names of all Assignees)

ASSIGNOR: RIPUDAMAN DHILLION, FOR A COMPANY TO BE INCORPORATED, the following
(Full legal names of all Assignors)

THE ASSIGNOR'S INTEREST IN THE REAL PROPERTY:

Address 74 HONEY HARBOUR ROAD, GEORGIAN BAY TOWNSHIP ON fronting on the NORTH side
of HONEY HARBOUR ROAD in the Municipality of GEORGIAN BAY TOWNSHIP

and having a frontage of IRREG more or less by a depth of IREG more or less

and legally described as SEE SCHEDULE B

(Legal description of land including easements not described elsewhere) (the "property")

PURCHASE PRICE: Dollars (CDN\$) 12,000,000.00

Twelve Million Dollars

DEPOSIT: Assignee submits upon acceptance
(Herewith/Upon Acceptance/as otherwise described in this Agreement)

Two Hundred Thousand Dollars (CDN\$) 200,000.00

by negotiable cheque payable to ASSIGNOR'S SOLICITOR IN TRUST "Deposit Holder" to be held in trust pending completion or other termination of this Assignment agreement ("Assignment") and to be credited toward the Purchase Price on completion. For the purposes of this Assignment, "Upon Acceptance" shall mean that the Assignee is required to deliver the deposit to the Deposit Holder within 24 hours of the acceptance of this Assignment agreement. The parties to this Assignment hereby acknowledge that, unless otherwise provided for in this Assignment, the Deposit Holder shall place the deposit in trust in the Deposit Holder's non-interest bearing Real Estate Trust Account and no interest shall be earned, received or paid on the deposit.

The Assignee and Assignor acknowledge that the Purchase Price noted above includes both the purchase price the Assignor is paying for the property as indicated in the Agreement of Purchase and Sale between the Assignor and the seller of the property attached hereto as Schedule C, and also includes the amount being paid by the Assignee to the Assignor as payment for the Assignment Agreement. The Assignee and Assignor agree that the funds for this transaction will be calculated and paid as set out in Schedule B attached hereto and forming part of this Agreement.

Assignee agrees to pay the balance as more particularly set out in Schedules A and B attached.

Schedule A, B (Calculation of funds for this Agreement), C (Agreement of Purchase and Sale that is the subject of this Assignment), & D (CLEAR COPY OF APS) attached hereto form(s) part of this Agreement.

1. IRREVOCABILITY: This offer shall be irrevocable by Assignor Assignee until 10:00 on the 1 day of March 2022, after which time, if not accepted, this offer shall be null and void and the deposit shall be returned to the Assignee in full without interest.

INITIALS OF ASSIGNEE(S): ML

INITIALS OF ASSIGNOR(S): RD

- 2. **ASSIGNMENT:** The Assignor agrees to grant and assign to the Assignee, forthwith all the Assignor’s rights, title and interest, in, under and to the Agreement of Purchase and Sale attached hereto in Schedule “C”.
- 3. **ASSIGNEE COVENANTS:** The Assignee hereby covenants and agrees with the Assignor that forthwith upon the assignment of the Agreement of Purchase and Sale it will assume, perform, comply with and be bound by, all obligations, warranties and representations of the Assignor as contained in the Agreement of Purchase and Sale as if the Assignee had originally executed the Agreement of Purchase and Sale as buyer with the seller.
- 4. **ASSIGNOR COVENANTS:** The Assignor covenants and represents that:
 - (a) the Assignor has the full right, power and authority to assign the prior Agreement of Purchase and Sale attached hereto as Schedule “C” (the “Agreement of Purchase and Sale”) and the Assignor’s interest in the property;
 - (b) the Agreement of Purchase and Sale attached hereto as Schedule “C” is a full and complete copy thereof and has not been amended, supplemented, terminated or otherwise changed in any way and is in good standing and has not previously been assigned.
 - (c) the Assignor will not amend the Agreement of Purchase and Sale without the Assignee’s prior written consent;
 - (d) after acceptance of this Assignment Agreement until the earlier of termination or completion of the Agreement of Purchase and Sale attached hereto as Schedule “C”, the Assignor will not further assign the Agreement of Purchase and Sale.
 - (e) neither party to the Agreement of Purchase and Sale (Schedule C) has done any act in breach of the said Agreement of Purchase and Sale or committed any omission with respect to the said Agreement of Purchase and Sale.
- 5. **NOTICES:** The Assignor hereby appoints the Listing Brokerage as agent for the Assignor for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage (Assignee’s Brokerage) has entered into a representation agreement with the Assignee, the Assignee hereby appoints the Assignee’s Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. **Where a Brokerage represents both the Assignor and the Assignee (multiple representation), the Brokerage shall not be appointed or authorized to be agent for either the Assignee or the Assignor for the purpose of giving and receiving notices.** Any notice relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counter-offer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any Schedule hereto (any of them, “Document”) shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowledgement below, or where a facsimile number or email address is provided herein, when transmitted electronically to the facsimile number or email address, respectively, in which case, the signature(s) of the party (parties) shall be deemed to be original.

FAX No.: (For delivery of Documents to Assignor) FAX No.: (For delivery of Documents to Assignee)

Email Address: (For delivery of Documents to Assignor) Email Address: (For delivery of Documents to Assignee)

- 6. **HST:** If the sale of the Property (Real Property as described above) is subject to Harmonized Sales Tax (HST), then such tax shall be in addition to the Purchase Price. If the sale of the Property is not subject to HST, Assignor agrees to certify on or before closing, that the sale of the Property is not subject to HST. Any HST on chattels, if applicable, is not included in the Purchase Price.
- 7. **FUTURE USE:** Assignor and Assignee agree that there is no representation or warranty of any kind that the future intended use of the property by Assignee is or will be lawful except as may be specifically provided for in this Assignment.
- 8. **INSPECTION:** Assignee acknowledges having had the opportunity to inspect the property or the plans and documents for the property to be constructed and understands that upon acceptance of this offer there shall be a binding Assignment agreement between Assignee and Assignor.
- 9. **PLANNING ACT:** Provided that this Assignment shall not be effective to create or convey an interest in the property unless and until the provisions of the Planning Act RSO 1990 c. P13, as amended are complied with.

INITIALS OF ASSIGNEE(S): 

INITIALS OF ASSIGNOR(S): 

- 10. RESIDENCY:** (a) Subject to (b) below, the Assignor represents and warrants that the Assignor is not and on completion will not be a non-resident under the non-residency provisions of the Income Tax Act which representation and warranty shall survive and not merge upon the completion of this transaction and the Assignor shall deliver to the Assignee a statutory declaration that Assignor is not then a non-resident of Canada; (b) provided that if the Assignor is a non-resident under the non-residency provisions of the Income Tax Act, the Assignee shall be credited towards the Purchase Price with the amount, if any, necessary for Assignee to pay to the Minister of National Revenue to satisfy Assignee's liability in respect of tax payable by Assignor under the non-residency provisions of the Income Tax Act by reason of this sale. Assignee shall not claim such credit if Assignor delivers on completion the prescribed certificate.
- 11. ADJUSTMENTS:** Any rents, mortgage interest, realty taxes including local improvement rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to Assignee.
- 12. PROPERTY ASSESSMENT:** The Assignee and Assignor hereby acknowledge that the Province of Ontario has implemented current value assessment and properties may be re-assessed on an annual basis. The Assignee and Assignor agree that no claim will be made against the Assignee and Assignor, or any Brokerage, Broker or Salesperson, for any changes in property tax as a result of a re-assessment of the property, save and except any property taxes that accrued prior to the completion of this transaction.
- 13. TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Assignor and Assignee or by their respective lawyers who may be specifically authorized in that regard.
- 14. TENDER:** Any tender of documents or money hereunder may be made upon the Assignor or Assignee or their respective lawyers on the day set for completion. Money shall be tendered with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.
- 15. APPROVAL OF THE AGREEMENT:** In the event that consent to this Assignment is required to be given by the seller in the Agreement of Purchase and Sale attached hereto in Schedule C, the Assignor will apply, at the sole expense of the Assignor, forthwith for the requisite consent, and if such consent is refused, then this agreement shall be null and void and the deposit monies paid hereunder shall be refunded without interest or other penalty to the Assignee.
- 16. AGREE TO CO-OPERATE:** Except as otherwise expressed herein to the contrary, each of the Assignor and Assignee shall, without receiving additional consideration therefor, co-operate with and take such additional actions as may be requested by the other party, acting reasonably, in order to carry out the purpose and intent of this Assignment.
- 17. DEFAULT BY SELLER:** The Assignee and Assignor acknowledge and agree that if this Assignment Agreement is not completed due to the default of the seller for the Agreement of Purchase and Sale (Schedule C) that is the subject of this Assignment, the Assignor shall not be liable for any expenses, losses or damages incurred by the Assignee and this Assignment Agreement shall become null and void and all moneys paid by the Assignee under this Assignment Agreement shall be returned to the Assignee in full without interest.
- 18. LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE:** The parties acknowledge that any information provided by the Brokerage is not legal, tax or environmental advice.
- 19. CONSUMER REPORTS: The Assignee is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.**
- 20. AGREEMENT IN WRITING:** If there is conflict or discrepancy between any provision added to this Assignment (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Assignment including any Schedule attached hereto, shall constitute the entire agreement between Assignee and Assignor. There is no representation, warranty, collateral agreement or condition, which affects this Assignment other than as expressed herein. This Assignment shall be read with all changes of gender or number required by the context.
- 21. ELECTRONIC SIGNATURES:** The parties hereto consent and agree to the use of electronic signatures pursuant to the *Electronic Commerce Act, 2000*, S.O. 2000, c17 as amended from time to time with respect to this Agreement and any other documents respecting this transaction.
- 22. TIME AND DATE:** Any reference to a time and date in this Agreement shall mean the time and date where the property is located.

INITIALS OF ASSIGNEE(S):

INITIALS OF ASSIGNOR(S):



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23. SUCCESSORS AND ASSIGNS: The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

SIGNED, SEALED AND DELIVERED in the presence of:

IN WITNESS whereof I have hereunto set my hand and seal:

(Witness)

MATT CHRISTIE

2/25/2022 | 3:09 PM PST

1279449 B.C. LTD. in Trust

(Seal) (Date)

(Witness)

(Assignee)

(Seal) (Date)

I, the Undersigned Assignor, agree to the above offer. I hereby irrevocably instruct my lawyer to pay directly to the brokerage(s) with whom I have agreed to pay commission, the unpaid balance of the commission together with applicable Harmonized Sales Tax (and any other taxes as may hereafter be applicable), from the proceeds of the sale prior to any payment to the undersigned on completion, as advised by the brokerage(s) to my lawyer.

SIGNED, SEALED AND DELIVERED in the presence of:

IN WITNESS whereof I have hereunto set my hand and seal:

(Witness)

Ripudaman Dhillon

02/28/22

RIPUDAMAN DHILLON, FOR A COMPANY TO BE INCORPORATED

(Seal) (Date)

(Witness)

(Assignor)

(Seal) (Date)

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed

and written was finally accepted by all parties at 11:47 AM 03 this day of March 2022 (a.m./p.m.)

Ripudaman Dhillon

(Signature of Assignor or Assignee)

INFORMATION ON BROKERAGE(S)

Listing Brokerage (Tel.No.)

(Salesperson/Broker/Broker of Record Name)

Co-op/Assignee Brokerage (Tel.No.)

(Salesperson/Broker/Broker of Record Name)

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Assignment Agreement and I authorize the Brokerage to forward a copy to my lawyer.

I acknowledge receipt of my signed copy of this accepted Assignment Agreement and I authorize the Brokerage to forward a copy to my lawyer.

Ripudaman Dhillon 03/03/22

(Assignor) RIPUDAMAN DHILLON, FOR A COMPANY TO BE INCORPORATED (Date)

(Assignee) 1279449 B.C. LTD. in Trust (Date)

(Assignor) (Date)

(Assignee) (Date)

Address for Service

Address for Service

(Tel. No.)

(Tel. No.)

Assignor's Lawyer

Assignee's Lawyer

Address

Address

Email

Email

(Tel. No.)

(Fax. No.)

(Tel. No.)

(Fax. No.)

FOR OFFICE USE ONLY

COMMISSION TRUST AGREEMENT

To: Co-operating Brokerage shown on the foregoing Assignment Agreement:

In consideration for the Co-operating Brokerage procuring the foregoing Assignment Agreement, I hereby declare that all moneys received or receivable by me in connection with the Transaction as contemplated in the MLS® Rules and Regulations of my Real Estate Board shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MLS® Rules and shall be subject to and governed by the MLS® Rules pertaining to Commission Trust.

DATED as of the date and time of the acceptance of the foregoing Assignment Agreement.

Acknowledged by:

(Authorized to bind the Listing Brokerage)

(Authorized to bind the Co-operating Brokerage)

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Schedule A Assignment of Agreement of Purchase and Sale

Form 145

for use in the Province of Ontario

This Schedule is attached to and forms part of the Assignment of Agreement of Purchase and Sale between:

ASSIGNEE: 1279449 B.C. LTD. in Trust, and

ASSIGNOR: RIPUDAMAN DHILLION, FOR A COMPANY TO BE INCORPORATED

for the purchase and sale of 74 HONEY HARBOUR ROAD,

..... GEORGIAN BAY TOWNSHIP ON dated the 25 day of February 20.22

BALANCE OF PAYMENT UNDER THIS ASSIGNMENT AGREEMENT: The Assignee will deliver the balance of payment for this Assignment Agreement as more particularly set out in Item 6. on Schedule B, subject to adjustments, with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System, to the Assignor prior to completing the transaction in the Agreement of Purchase and Sale attached hereto as Schedule "C" to be held in trust without interest pending completion or other termination of the Agreement of Purchase and Sale attached hereto as Schedule "C".

The balance of payment for this Assignment Agreement as more particularly set out in Item 6. on Schedule B shall be delivered to Assignor's Solicitor, In Trust ten (10) days prior to Completion Date and Assignor's Solicitor shall hold same in trust pending completion of the transaction contemplated by this Assignment of Agreement of Purchase and Sale. Release and payment of the aforementioned sum is conditional on the Seller under the Agreement of Purchase and Sale closing the transaction as contemplated in the Agreement of Purchase and Sale. In the event the transaction does not close, through no fault of Assignee, then the within Assignment of Purchase and Sale shall be terminated and all monies shall be returned forthwith to Assignee.

SEE SCHEDULE D

This form must be initialed by all parties to the Assignment of Agreement of Purchase and Sale.

INITIALS OF ASSIGNEE(S):

INITIALS OF ASSIGNOR(S):



Schedule B Assignment of Agreement of Purchase and Sale

Form 145

for use in the Province of Ontario

This Schedule is attached to and forms part of the Assignment of Agreement of Purchase and Sale between:

ASSIGNEE: 1279449 B.C. LTD. in Trust, and

ASSIGNOR: RIPUDAMAN DHILLION, FOR A COMPANY TO BE INCORPORATED

for the purchase and sale of 74 HONEY HARBOUR ROAD,

..... GEORGIAN BAY TOWNSHIP ON dated the 25 day of February, 2022

The Assignee and Assignor agree that the calculation of funds to be paid for this Assignment Agreement, subject to adjustments, is as set out in the following Items:

- 1. Total Purchase Price including the original Agreement of Purchase and Sale and this Assignment Agreement: \$ 12,000,000.00
- 2. Purchase Price of original Agreement of Purchase and Sale as indicated in Schedule C: \$ 8,000,000.00
- 3. Deposit(s) paid by Assignor to the seller under the original Agreement of Purchase and Sale as indicated in Schedule C, to be paid by the Assignee to the Assignor as follows: \$ 200,000.00

UPON FINAL CLOSING OF ORIGINAL AGREEMENT OF PURCHASE AND SALE AND THIS ASSIGNMENT AGREEMENT.

(Upon acceptance of this Assignment Agreement and receipt of consent to assign from original seller, if applicable/Upon final closing of original Agreement of Purchase and Sale and this Assignment Agreement/As otherwise described here or elsewhere in this Agreement)

- 4. Payment by Assignee to Assignor for this Assignment Agreement: \$ 4,000,000.00
- 5. Deposit paid under this Assignment Agreement (in accordance with Page 1 of this Assignment Agreement): \$ 200,000.00
- 6. Balance of the payment for this Assignment Agreement: \$ ~~3,800,000.00~~
\$ 4,000,000.00

DS
MC
RD

INITIALS OF ASSIGNEE(S): DS
MC

INITIALS OF ASSIGNOR(S): Authentisign
RD

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This is Exhibit "E" referred to in the Affidavit of Michael Florence sworn by Michael Florence of the City of Toronto, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on July 3, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

ROBERT B. COHEN

ASSIGNMENT OF AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT made as of the 9th day of April, 2022.

BETWEEN:

1279449 B.C. LTD.
(hereinafter called the "Assignor")

OF THE FIRST PART

AND

1000171168 ONTARIO INC.
(hereinafter called the "Assignee")

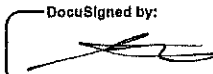
OF THE SECOND PART

WHEREAS pursuant to an Agreement of Purchase and Sale dated October 25, 2021, and as amended on January 26, 2022, and as assigned to the Assignor on February 25, 2022, and as further amended on March 29, 2022, and as may be further amended from time to time, (the "Agreement") between the Assignor as Buyer and Port Severn Heights Inc. as Seller, the Assignor did agree to purchase certain real properties known municipally as 74 Honey Harbour, Port Severn, Ontario;

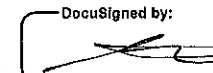
NOW THEREFORE in consideration of Ten Dollars (\$10.00) paid by the Assignee to the Assignor, the receipt and sufficiency of which is hereby acknowledged, the Assignor does hereby assign to the Assignee, its successors and assigns all of its rights title and interest in and obligations under the Agreement and in the property known municipally as 74 Honey Harbour, Port Severn, Ontario to the Assignee and the Assignee assumes all of the obligations of the Assignor under the said Agreement.

IN WITNESS WHEREOF this Agreement has been executed by the parties hereto.

1279449 B.C. LTD.

DocuSigned by:

Per: _____
Name: Matthew Christie
Title: President
I have authority to bind the corporation.

1000171168 ONTARIO INC.

DocuSigned by:

Per: _____
Name: Matthew Christie
Title: President
I have authority to bind the corporation.

This is Exhibit "F" referred to in the Affidavit of Michael Florence sworn by Michael Florence of the City of Toronto, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on July 3, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

ROBERT B. COHEN

ACKNOWLEDGEMENT

TO: Port Severn Heights Inc.

AND TO: Sullivan Mahoney LLP

RE: Charge from 1000171168 Ontario Inc. in favour of Port Severn Heights Inc. over Part of Lot 30, Concession 4 Baxter, being Part 2, Plan 35R-18204; Part of Lot 30, Concession 4 Baxter, being Parts 1 to 10, Plan 30R-18203, Except Parts 1 to 3, Plan 35R-23914 and Except Part 3, Plan 35R-25939; Georgian Bay; The District Municipality of Muskoka, being all of PIN 48018-0807 (LT)

The undersigned being a subsequent chargee (the "Chargee") acknowledges that a portion of the above property is subject to a purchase agreement with Port Severn Heights Inc. dated May 4, 2022 (the "Purchase Agreement"). The Chargee acknowledges that it has received and reviewed a copy of this Purchase Agreement. Upon completion of the transfer to Port Severn Heights Inc. contemplated by the Purchase Agreement, the Chargee will immediately grant and register a partial discharge of this Charge over the lands being conveyed to Port Severn Heights Inc. pursuant to the Purchase Agreement for no payments or other charges whatsoever. The Chargee covenants not to amend this provision without the prior written consent of Port Severn Heights Inc., which consent may not be unreasonable withheld.

DATED this 4th day of May, 2022.

1000080373 ONTARIO INC.

By: _____
Name: RIPUDAMAN SINGH DHILLON
Title: Mr.

DocuSigned by:
DB888EC3BF28469...

RIPUDAMAN SINGH DHILLON

I have authority to bind the Corporation

This is Exhibit "G" referred to in the Affidavit of Michael Florence sworn by Michael Florence of the City of Toronto, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on July 3, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

A handwritten signature in blue ink, appearing to be 'R. Cohen', is written over a faint, dotted circular stamp.

Commissioner for Taking Affidavits (or as may be)

ROBERT B. COHEN

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

yyyy mm dd Page 1 of 2

Properties

PIN 48018 - 0807 LT *Interest/Estate* Fee Simple

Description PT LT 30 CON 4 BAXTER PT 2 35R18204; PT LT 30 CON 3 BAXTER PT 1-10 35R18203 EXCEPT PT 1, 2 & 3 ON 35R23914 AND EXCEPT PART 3 35R-25939; GEORGIAN BAY; THE DISTRICT MUNICIPALITY OF MUSKOKA; SUBJECT TO AN EASEMENT OVER PART 4 ON 35R23914 IN FAVOUR OF PT LT 30 CON 3 BAXTER PT 1 ON 35R23914 AS IN MT149718; SUBJECT TO AN EASEMENT OVER PART 4 ON 35R23914 IN FAVOUR OF PT LT 30 CON 3 BAXTER PT 2 ON 35R23914 AS IN MT149719; SUBJECT TO AN EASEMENT OVER PART 4 ON 35R23914 IN FAVOUR OF PT LT 30 CON 3 BAXTER PT 3 ON 35R23914 AS IN MT149720; SUBJECT TO AN EASEMENT OVER PART LOT 30 CONCESSION 3 BAXTER, PART 1 AND 2, 35R25939 AS IN MT256750

Address PORT SEVERN

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 1000171168 ONTARIO INC.

Address for Service 150 Sandford Ave North,
Hamilton, Ontario
L8L 5Z6

A person or persons with authority to bind the corporation has/have consented to the registration of this document.

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

Chargee(s)*Capacity**Share*

Name 1000080373 ONTARIO INC.

Address for Service 1137 Derry Road East, Mississauga, ON L5T 1P3

Provisions

Principal \$4,000,000.00 *Currency* CDN

Calculation Period

Balance Due Date 2023/06/04

Interest Rate 10%

Payments

Interest Adjustment Date

Payment Date

First Payment Date

Last Payment Date

Standard Charge Terms 200033

Insurance Amount Full insurable value

Guarantor

Additional Provisions

1. This charge secures all of the indebtedness owing from the Chargor to the Chargee. This shall be the first charge in priority. The Chargor shall make payments of the charge to the Chargee in the following manner:

- i) The first payment in the amount of \$1,000,000.00 shall be paid on June 4, 2022;
- ii). The second payment in the amount of \$1,000,000.00 shall be paid on September 4, 2022;
- iii). The third payment in the amount of \$2,000,000.00 shall be paid in full on June 4, 2023.

The third payment shall be the last payment and the entire amount of charge shall be paid in full on June 4, 2023 and upon receipt of complete payment in full the Chargee shall provide a registered discharge to the Chargor.

2. The Chargee acknowledges that a portion of the property is subject to a purchase agreement with Port Severn Heights Inc. dated May 4, 2022 (the "Purchase Agreement"). The Chargee acknowledges that it has received and reviewed a copy of this Purchase Agreement. Upon completion of the transfer to Port Severn Heights Inc. contemplated by the Purchase Agreement, the Chargee will immediately grant and register a partial discharge of this Charge over the lands being conveyed to Port Severn Heights Inc. pursuant to the Purchase Agreement for no payments or other charges whatsoever. The Chargor and Chargee covenant not to amend this provision without the prior written consent of Port Severn Heights Inc., which consent may not be unreasonable withheld.

3. The Chargor and Chargee hereby agree that the Chargor will pay or cause to be paid to the Chargee the full principal amount secured by the payment on the balance due date. In the event the Chargee delays the full payment of the principal payment, then the Chargor shall be liable to pay interest on the outstanding balance at the rate of 10% interest per annum.

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

Signed By

Lawrence Zimmerman 3338 Dufferin St. acting for Signed 2022 05 05
Toronto
M6A 3A4 Chargor(s)

Tel 416-489-8422

Fax 416-489-6222

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

Submitted By

LAWRENCE ZIMMERMAN LAW OFFICE 3338 Dufferin St. 2022 05 05
Toronto
M6A 3A4

Tel 416-489-8422

Fax 416-489-6222

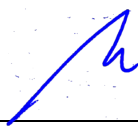
Fees/Taxes/Payment

Statutory Registration Fee \$66.30
Total Paid \$66.30

File Number

Chargee Client File Number : 22-614

This is Exhibit "H" referred to in the Affidavit of Michael Florence sworn by Michael Florence of the City of Toronto, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on July 3, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

ROBERT B. COHEN



Agreement of Purchase and Sale Commercial

Form 500
for use in the Province of Ontario

This Agreement of Purchase and Sale dated this 4th day of May, 2022

BUYER: Port Severn Heights Inc., agrees to purchase from
(Full legal names of all Buyers)

SELLER: 1000171168 Ontario Inc., the following
(Full legal names of all Sellers)

REAL PROPERTY:

Address See Schedules "A" and "B"

fronting on the _____ side of _____

in the _____

and having a frontage of _____ more or less by a depth of _____ more or less

and legally described as _____

(legal description of land including easements not described elsewhere) (the "property")

PURCHASE PRICE: Dollars (CDN\$) 1.00

One Dollars

DEPOSIT: Buyer submits _____
(Herewith/Upon Acceptance/as otherwise described in this Agreement)

_____ Dollars (CDN\$)

by negotiable cheque payable to _____ "Deposit Holder" to be held in trust pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion. For the purposes of this Agreement, "Upon Acceptance" shall mean that the Buyer is required to deliver the deposit to the Deposit Holder within 24 hours of the acceptance of this Agreement. The parties to this Agreement hereby acknowledge that, unless otherwise provided for in this Agreement, the Deposit Holder shall place the deposit in trust in the Deposit Holder's non-interest bearing Real Estate Trust Account and no interest shall be earned, received or paid on the deposit.

Buyer agrees to pay the balance as more particularly set out in Schedule A attached.

SCHEDULE(S) A _____ attached hereto form(s) part of this Agreement.

1. IRREVOCABILITY: This offer shall be irrevocable by Seller until 5 p.m. on the 4th day of May, 2022, after which time, if not accepted, this offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.
(Seller/buyer) (a.m./p.m.)

2. COMPLETION DATE: This Agreement shall be completed by no later than 6:00 p.m. on the XXXXXXXXXX day of XXXXXXXXXXXXXXXXXX.
See Schedule "A", 20XXXXXXXXXXXXXXXXXX. Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

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3. **NOTICES:** The Seller hereby appoints the Listing Brokerage as agent for the Seller for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage (Buyer's Brokerage) has entered into a representation agreement with the Buyer, the Buyer hereby appoints the Buyer's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. ~~Where a Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be appointed or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices.~~ Any notice relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counter-offer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any Schedule hereto (any of them, "Document") shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowledgement below, or where a facsimile number or email address is provided herein, when transmitted electronically to that facsimile number or email address, respectively, in which case, the signature(s) of the party (parties) shall be deemed to be original.

FAX No.:
(For delivery of Documents to Seller)

FAX No.:
(For delivery of Documents to Buyer)

Email Address:
(For delivery of Documents to Seller)

Email Address:
(For delivery of Documents to Buyer)

4. **CHATELS INCLUDED:**

None.

Unless otherwise stated in this Agreement or any Schedule hereto, Seller agrees to convey all fixtures and chattels included in the Purchase Price free from all liens, encumbrances or claims affecting the said fixtures and chattels.

5. **FIXTURES EXCLUDED:**

None.

6. **RENTAL ITEMS (Including Lease, Lease to Own):** The following equipment is rented and **not** included in the Purchase Price. The Buyer agrees to assume the rental contract(s), if assumable:

None.

The Buyer agrees to co-operate and execute such documentation as may be required to facilitate such assumption.

7. **HST: If the sale of the property (Real Property as described above) is subject to Harmonized Sales Tax (HST), then such tax shall be in addition to the Purchase Price.** The Seller will not collect HST if the Buyer provides to the Seller a warranty that the Buyer is registered under the Excise Tax Act ("ETA"), together with a copy of the Buyer's ETA registration, a warranty that the Buyer shall self-assess and remit the HST payable and file the prescribed form and shall indemnify the Seller in respect of any HST payable. The foregoing warranties shall not merge but shall survive the completion of the transaction. If the sale of the property is not subject to HST, Seller agrees to certify on or before closing, that the transaction is not subject to HST. Any HST on chattels, if applicable, is not included in the Purchase Price.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

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8. **TITLE SEARCH:** Buyer shall be allowed until 6:00 p.m. on the XXXXXXXX day of 10 days prior to closing, 20 XXXXXX, (Requisition Date) to examine the title to the property at his own expense and until the earlier of: (i) thirty days from the later of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived or; (ii) five days prior to completion, to satisfy himself that there

are no outstanding work orders or deficiency notices affecting the property, that its present use [vacant land] may be lawfully continued and that the principal building may be insured against risk of fire. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders and deficiency notices affecting the property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.

9. **FUTURE USE:** Seller and Buyer agree that there is no representation or warranty of any kind that the future intended use of the property by Buyer is or will be lawful except as may be specifically provided for in this Agreement.

10. **TITLE:** Provided that the title to the property is good and free from all registered restrictions, charges, liens, and encumbrances except as otherwise specifically provided in this Agreement and save and except for (a) any registered restrictions or covenants that run with the land providing that such are complied with; (b) any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; (c) any minor easements for the supply of domestic utility or telecommunication services to the property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telecommunication lines, cable television lines or other services which do not materially affect the use of the property. If within the specified times referred to in paragraph 8 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to Seller and which Seller is unable or unwilling to remove, remedy or satisfy or obtain insurance save and except against risk of fire (Title Insurance) in favour of the Buyer and any mortgagee, (with all related costs at the expense of the Seller), and which Buyer will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and Seller, Listing Brokerage and Co-operating Brokerage shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, Buyer shall be conclusively deemed to have accepted Seller's title to the property.

11. **CLOSING ARRANGEMENTS:** Where each of the Seller and Buyer retain a lawyer to complete the Agreement of Purchase and Sale of the property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter L4 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Ontario. Unless otherwise agreed to by the lawyers, such exchange of Requisite Deliveries shall occur by the delivery of the Requisite Deliveries of each party to the office of the lawyer for the other party or such other location agreeable to both lawyers.

12. **DOCUMENTS AND DISCHARGE:** Buyer shall not call for the production of any title deed, abstract, survey or other evidence of title to the property except such as are in the possession or control of Seller. If requested by Buyer, Seller will deliver any sketch or survey of the property within Seller's control to Buyer as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Trust And Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Buyer on completion, is not available in registrable form on completion, Buyer agrees to accept Seller's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same, or cause same to be registered, on title within a reasonable period of time after completion, provided that on or before completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, and, where a real-time electronic cleared funds transfer system is not being used, a direction executed by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.

13. **INSPECTION:** Buyer acknowledges having had the opportunity to inspect the property and understands that upon acceptance of this offer there shall be a binding agreement of purchase and sale between Buyer and Seller.

14. **INSURANCE:** All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Seller. Pending completion, Seller shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, Buyer may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion. If Seller is taking back a Charge/Mortgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest on completion.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

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- 15. PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if Seller complies with the subdivision control provisions of the Planning Act by completion and Seller covenants to proceed diligently at his expense to obtain any necessary consent by completion.
- 16. DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Seller, and any Charge/Mortgage to be given back by the Buyer to Seller at the expense of the Buyer. If requested by Buyer, Seller covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 50(22) of the Planning Act, R.S.O. 1990.
- 17. RESIDENCY:** (a) Subject to (b) below, the Seller represents and warrants that the Seller is not and on completion will not be a non-resident under the non-residency provisions of the Income Tax Act which representation and warranty shall survive and not merge upon the completion of this transaction and the Seller shall deliver to the Buyer a statutory declaration that Seller is not then a non-resident of Canada;
(b) provided that if the Seller is a non-resident under the non-residency provisions of the Income Tax Act, the Buyer shall be credited towards the Purchase Price with the amount, if any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer's liability in respect of tax payable by Seller under the non-residency provisions of the Income Tax Act by reason of this sale. Buyer shall not claim such credit if Seller delivers on completion the prescribed certificate.
- 18. ADJUSTMENTS:** Any rents, mortgage interest, realty taxes including local improvement rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to Buyer.
- 19. TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.
- 20. PROPERTY ASSESSMENT:** The Buyer and Seller hereby acknowledge that the Province of Ontario has implemented current value assessment and properties may be re-assessed on an annual basis. The Buyer and Seller agree that no claim will be made against the Buyer or Seller, or any Brokerage, Broker or Salesperson, for any changes in property tax as a result of a re-assessment of the property, save and except any property taxes that accrued prior to the completion of this transaction.
- 21. TENDER:** Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for completion. Money shall be tendered with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.
- 22. FAMILY LAW ACT:** Seller warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O. 1990 unless the spouse of the Seller has executed the consent hereinafter provided.
- 23. UFFI:** Seller represents and warrants to Buyer that during the time Seller has owned the property, Seller has not caused any building on the property to be insulated with insulation containing ureaformaldehyde, and that to the best of Seller's knowledge no building on the property contains or has ever contained insulation that contains ureaformaldehyde. This warranty shall survive and not merge on the completion of this transaction, and if the building is part of a multiple unit building, this warranty shall only apply to that part of the building which is the subject of this transaction.
- 24. LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE:** The parties acknowledge that any information provided by the brokerage is not legal, tax or environmental advice, and that it has been recommended that the parties obtain independent professional advice prior to signing this document.
- 25. CONSUMER REPORTS:** The Buyer is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.
- 26. AGREEMENT IN WRITING:** If there is conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. For the purposes of this Agreement, Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.
- 27. TIME AND DATE:** Any reference to a time and date in this Agreement shall mean the time and date where the property is located.

INITIALS OF BUYER(S):

INITIALS OF SELLERS(S):



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28. SUCCESSORS AND ASSIGNS: The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein. SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

Port Severn Heights Inc.
[Signature]
Buyer/Authorized Signing Officer
Seal
Date: MAY 15 2022

I, the Undersigned Seller, agree to the above offer. I hereby irrevocably instruct my lawyer to pay directly to the brokerage(s) with whom I have agreed to pay commission, the unpaid balance of the commission together with applicable Harmonized Sales Tax (and any other taxes as may hereafter be applicable), from the proceeds of the sale prior to any payment to the undersigned on completion, as advised by the brokerage(s) to my lawyer.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:
1-800-744-68 Ontario Inc.
[Signature]
Seller/Authorized Signing Officer
Seal
Date: 05 May 2022

SPOUSAL CONSENT: The undersigned spouse of the Seller hereby consents to the disposition evidenced herein pursuant to the provisions of the Family Law Act, R.S.O. 1990, and hereby agrees to execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

[Signature] Spouse Seal Date

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at [a.m./p.m.] this [] day of [] 20[]

INFORMATION ON BROKERAGE(S)
Listing Brokerage [Tel. No.]
Salesperson/Broker/Broker of Record Name
Co-op/Buyer Brokerage [Tel. No.]
Salesperson/Broker/Broker of Record Name

ACKNOWLEDGEMENT
I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.
Port Severn Heights Inc.
Buyer [Signature] Date: MAY 15 2022
Address for Service
Buyer's lawyer: David Willer - Sullivan Mahoney LLP
Address: 40 Queen St., St. Catharines, ON L2R 6Z2
Email: dwiller@sullivanmahoney.com
905-688-8030 905-688-5814

FOR OFFICE USE ONLY COMMISSION TRUST AGREEMENT
In consideration for the Co-operating Brokerage shown on the foregoing Agreement of Purchase and Sale, in consideration for the Co-operating Brokerage procuring the foregoing Agreement of Purchase and Sale, I hereby declare that all moneys received or receivable by me in connection with the transaction as contemplated in the MLS® Rules and Regulations of my Real Estate Board shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MLS® Rules and shall be subject to and governed by the MLS® Rules pertaining to Commission Trust.
DATED as of the date and time of the acceptance of the foregoing Agreement of Purchase and Sale: Acknowledged by:
[Authorized to bind the Listing Brokerage] [Authorized to bind the Co-operating Brokerage]

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Form 500

for use in the Province of Ontario

Schedule A
Agreement of Purchase and Sale – Commercial

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER: Port Severn Heights Inc. _____, and

SELLER: 1000171168 Ontario Inc. _____

 for the purchase and sale of See Schedules "A" and "B"

 dated the 4th day of May, 2022

Buyer agrees to pay the balance as follows:

1. The Closing Date is thirty (30) days after the date on which the Property can be legally conveyed from the balance of the adjoining lands in accordance with the subdivision provisions of the Planning Act. For registration purposes, the parties agree that a Caution will be registered immediately after the Transfer to the Seller and the outside date for the "Closing Date" will be five years from the date of this purchase agreement. In the event that the Property is not conveyed to the Buyer within five years from the date of this purchase agreement, then the Seller will, at the option of the Buyer, immediately pay to the Buyer the fair market value of the Property at that time as determined by an appraiser jointly appointed by the Buyer and Seller. The fair market value of the Property will be determined as if the Property could be lawfully conveyed from the adjoining lands.
2. The Seller covenants to take all steps, and obtain all approvals, including the registration of a plan of subdivision for the portion of the lands that it owns which abut the Property, at its sole cost and expense, that are necessary to allow the Property to be legally conveyed to the Buyer from the adjoining lands on a prompt basis. The Seller also agrees that it will co-operate and sign such approvals, and allow the Buyer such applications or other documents, as may be required by the Buyer in the event that the Buyer wishes to submit any applications for the development of the Property, or the severance of the Property from the adjoining lands.
3. The Seller agrees to convey the Property to the Buyer free and clear of any Charges or encumbrances registered on title, save and except for those encumbrances which were existing as at the time that the Seller acquired title to the Property. The Seller will not charge or encumber the Property in any manner, without the prior written consent of the Buyer.
4. The "Property" means the remainder of the lands described on PIN 48018-0807 (LT) which excludes the lands which comprise Phases 1 (S2007-4) and 2 (S2016-1) of the draft plans of subdivision (which are part of PIN 48018-0807 (LT)) that are in effect as at the date of this Purchase Agreement. The parties agree that the Seller paid no consideration for the Property and the Seller only obtained title to these lands in order to comply with Section 50 of the Planning Act. The approximate location of the Property is hatched on Schedule "B" to this Purchase Agreement.

This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S):
INITIALS OF SELLER(S):

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Form 500 Revised 2019 **Page 6 of 8**

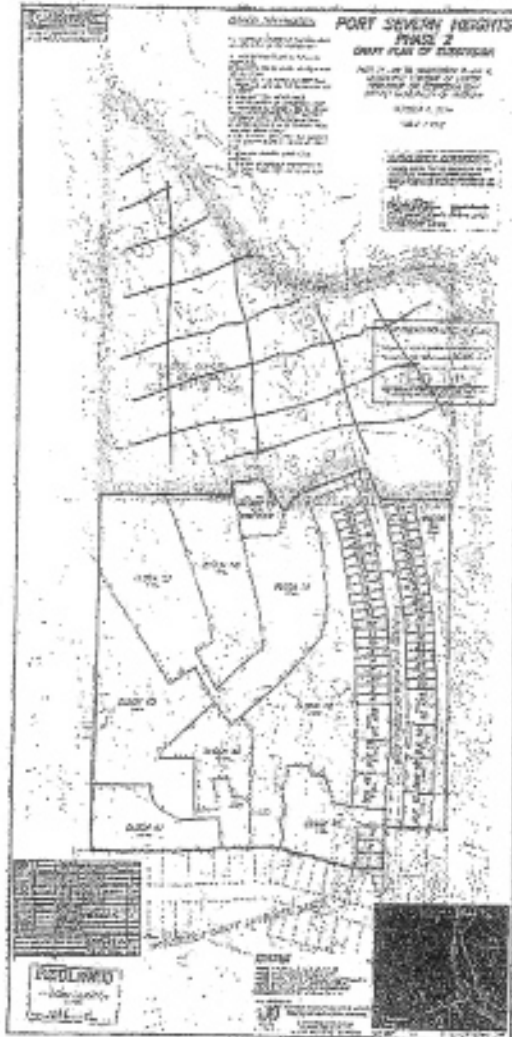
WEBForms® Dec/2018

Authenticity ID: 668C2645-58C5-117F-8380-57901F3AF4D9

32-B50D38C39571

Schedule B Agreement of Purchase and Sale

Highlighted lands below abutting exiting Phase 2 Draft Plan Approved Lands



ML
SR
ME
MK

This is Exhibit "I" referred to in the Affidavit of Michael Florence sworn by Michael Florence of the City of Toronto, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on July 3, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

ROBERT B. COHEN



The Corporation of the
Township of Georgian Bay
Planning Department

99 Lone Pine Road, Port Severn, Ontario, L0K 1S0
Phone: 1-800-567-0187 Facsimile: (705) 538-1850
web: www.gbtownship.ca

**NOTICE OF DECISION
CONCERNING PROPOSED CONSENT APPLICATION
IN THE TOWNSHIP OF GEORGIAN BAY**

Consent Application No. B22-12
Port Severn Heights
in the Township of Georgian Bay
Municipally known as 74 Honey Harbour Road
Roll No. 446503001205700

DATE OF DECISION: September 16, 2022

Upon application to the Committee of Adjustment for consent pursuant to Section 53(1) of the Planning Act, R.S.O. 1990, Chapter P.13, the decision of the Township of Georgian Bay Committee of Adjustment is as follows:

THAT the severance will be granted provided that:

- a) Municipal Taxes shall be paid in full up to the date of request of issuance of the consent certificate.
- b) A reference plan of the consent shall be prepared and duly registered by an Ontario Land Surveyor and one copy filed with the Secretary/Treasurer of the Committee. A draft copy of the reference plan shall be provided to the Secretary-Treasurer for review and approval prior to registration on title, if applicable.
- c) That all fees and disbursements (legal, engineering, planning), if any, incurred by the Township with respect to this application shall be paid for by the owner.
- d) The Conditions set out herein shall be completed within two years of the date of the decision of the Committee.

REASONS: The application will conform to the requirements of the Township of Georgian Bay Zoning By-law and the Township of Georgian Bay Official Plan and will meet the requirements of all commenting agencies.

Prior to making a decision, Committee took into account 3 written submissions and 0 oral submissions.

Pursuant to Subsection 41 of Section 53 of the Planning Act, R.S.O. 1990, Chapter P.13, as amended, all conditions imposed must be fulfilled within two years from the date of the sending of the Notice of Decision or the application is deemed to be refused.

It is a requirement that all conditions imposed be fulfilled prior to the granting of this consent and the giving by the Secretary-Treasurer of the certificate provided for in Subsection 42 of Section 53 of the Planning Act, R.S.O. 1990, Chapter P.13, as amended.

NOTICE OF LAST DATE FOR APPEAL – October 6, 2022

The applicant, the Minister or any other person who has an interest in the matter may, within twenty (20) days of the giving of Notice, appeal to the Ontario Land Tribunal against the decision of the Committee by filing with the Secretary-Treasurer of the Committee a notice of appeal setting out the objection to the decision and the reasons in support of the objection. You must enclose the appeal fee of \$400.00, paid by cheque, made payable to the Ontario Minister of Finance, and forwarded to the Secretary-Treasurer, as prescribed by the Tribunal under the **Ontario Land Tribunal** as payable on an appeal from a Committee of Adjustment to the Board. A copy of an appeal form (Appellant Form A-1, Bill 51) is available from the OLT website at www.eltov.gov.on.ca.

Send To: Mercia Barron, Secretary-Treasurer
Township of Georgian Bay Committee of Adjustment
99 Lone Pine Road
Port Severn, ON L0K 1S0

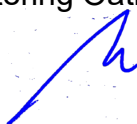
NOTE: Only individuals, corporations, and public bodies may appeal decisions in respect of applications for consent to the Tribunal. A notice of appeal may not be filed by an unincorporated association or group. However, a notice of appeal may be filed in the name of an individual who is a member of the association or group on its behalf.

I, **MERCIA BARRON**, Secretary-Treasurer of the Township of Georgian Bay Committee of Adjustment, hereby certify that the above is a true copy of the decision of the Committee with respect to the application therein.

Dated this 16 day of September 2022

Secretary-Treasurer of Committee of Adjustment
Township of Georgian Bay

This is Exhibit "J" referred to in the Affidavit of Michael Florence sworn by Michael Florence of the City of Toronto, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on July 3, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

A handwritten signature in blue ink, appearing to be 'R. Cohen', is written over a faint, dotted grid background.

Commissioner for Taking Affidavits (or as may be)

ROBERT B. COHEN

LAND
REGISTRY
OFFICE #35

48018-0820 (LT)

PREPARED FOR loliveira
ON 2023/08/03 AT 11:49:36

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

PROPERTY DESCRIPTION: PART LOT 30 CONCESSION 4 BAXTER PART 1 35R27136; TOWNSHIP OF GEORGIAN BAY

PROPERTY REMARKS: PLANNING ACT CONSENT IN DOCUMENT MT281287.

ESTATE/QUALIFIER: FEE SIMPLE ABSOLUTE
RECENTLY: DIVISION FROM 48018-0807

PIN CREATION DATE:
2023/08/02

OWNERS' NAMES: PORT SEVERN HEIGHTS INC.
CAPACITY SHARE: ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2023/08/02 **						
35R13714	1990/09/10	PLAN REFERENCE				C
LT159172	1990/10/19	NOTICE OF LEASE			BELL CELLULAR INC.	C
LT205088	1998/11/04	NOTICE OF LEASE			BELL MOBILITY CELLULAR INC.	C
MT4273	2005/07/18	APL CH NAME INST <i>REMARKS: LT205088</i>		BELL MOBILITY CELLULAR INC.	BELL MOBILITY INC.	C
MT4274	2005/07/18	NO CHNG ADDR INST <i>REMARKS: LT205088</i>		BELL MOBILITY INC.		C
MT264644	2022/05/05	CAU AGR PUR & SALE <i>REMARKS: EXPIRES 60 DAYS FROM 2027/05/04</i>		*** DELETED AGAINST THIS PROPERTY *** 1000171168 ONTARIO INC.	PORT SEVERN HEIGHTS INC.	
MT264645	2022/05/05	CHARGE		*** DELETED AGAINST THIS PROPERTY *** 1000171168 ONTARIO INC.	PORT SEVERN HEIGHTS INC.	
MT264646	2022/05/05	CHARGE		*** DELETED AGAINST THIS PROPERTY *** 1000171168 ONTARIO INC.	1000080373 ONTARIO INC.	
35R27136	2023/05/10	PLAN REFERENCE <i>REMARKS: MT279567.</i>				C
MT281287	2023/06/20	TRANSFER <i>REMARKS: PLANNING ACT STATEMENTS.</i>	\$1	1000171168 ONTARIO INC.	PORT SEVERN HEIGHTS INC.	C
MT281288	2023/06/20	WITHDRAWAL CAUTION <i>REMARKS: MT264644.</i>		*** DELETED AGAINST THIS PROPERTY *** PORT SEVERN HEIGHTS INC.		

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.

LAND
REGISTRY
OFFICE #35

48018-0820 (LT)

PREPARED FOR loliveira
ON 2023/08/03 AT 11:49:36

* 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
MT281511	2023/06/27	DISCH OF CHARGE		*** DELETED AGAINST THIS PROPERTY *** 1000080373 ONTARIO INC.		
		REMARKS: MT264646. PART 1 35R27136				
MT282425	2023/07/17	DISCH OF CHARGE		*** DELETED AGAINST THIS PROPERTY *** PORT SEVERN HEIGHTS INC.		
		REMARKS: MT264645. PART 1 35R27136				

This is Exhibit "K" referred to in the Affidavit of Michael Florence sworn by Michael Florence of the City of Toronto, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on July 3, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

ROBERT B. COHEN

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

yyyy mm dd Page 1 of 2

Properties

PIN 48018 - 0807 LT *Interest/Estate* Fee Simple

Description PT LT 30 CON 4 BAXTER PT 2 35R18204; PT LT 30 CON 3 BAXTER PT 1-10 35R18203 EXCEPT PT 1, 2 & 3 ON 35R23914 AND EXCEPT PART 3 35R-25939; GEORGIAN BAY; THE DISTRICT MUNICIPALITY OF MUSKOKA; SUBJECT TO AN EASEMENT OVER PART 4 ON 35R23914 IN FAVOUR OF PT LT 30 CON 3 BAXTER PT 1 ON 35R23914 AS IN MT149718; SUBJECT TO AN EASEMENT OVER PART 4 ON 35R23914 IN FAVOUR OF PT LT 30 CON 3 BAXTER PT 2 ON 35R23914 AS IN MT149719; SUBJECT TO AN EASEMENT OVER PART 4 ON 35R23914 IN FAVOUR OF PT LT 30 CON 3 BAXTER PT 3 ON 35R23914 AS IN MT149720; SUBJECT TO AN EASEMENT OVER PART LOT 30 CONCESSION 3 BAXTER, PART 1 AND 2, 35R25939 AS IN MT256750

Address PORT SEVERN

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 1000171168 ONTARIO INC.

Address for Service 150 Sanford Avenue North, Attn: Office,
Hamilton, Ontario, Canada, L8L 5Z6

A person or persons with authority to bind the corporation has/have consented to the registration of this document.

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

Chargee(s)*Capacity**Share*

Name PORT SEVERN HEIGHTS INC.

Address for Service 1858 Avenue Road, Suite 300
Toronto, ON M5M 3Z5

Provisions

Principal \$6,000,000.00 *Currency* CDN

Calculation Period

Balance Due Date 2025/04/14

Interest Rate 4% per annum

Payments

Interest Adjustment Date

Payment Date See Additional Provisions

First Payment Date

Last Payment Date

Standard Charge Terms 200033

Insurance Amount Full insurable value

Guarantor

Additional Provisions

- 1) The Chargor shall be entitled to make payments of principal from time to time without notice, bonus or penalty.
- 2) There will be no interest charged against the indebtedness outstanding until October 14, 2022. From and after October 14, 2022:
 - (a) the indebtedness secured by this Charge will bear interest at a rate of 4% per annum; and
 - (b) the Chargor will make interest only payments to the Chargee on a quarterly basis.
3. In the event the plan of subdivision for the portion of this property comprising the Phase 1 lands (being Plan of Subdivision File S2007-4) is not registered on or before November 4, 2023, there will be a default within the meaning of this Charge.

Signed By

Lawrence Zimmerman 3338 Dufferin St. acting for Signed 2022 05 05
Toronto Chargor(s)
M6A 3A4

Tel 416-489-8422

Fax 416-489-6222

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

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

Submitted By

LAWRENCE ZIMMERMAN LAW OFFICE	3338 Dufferin St.	2022 05 05
	Toronto	
	M6A 3A4	
Tel 416-489-8422		
Fax 416-489-6222		

Fees/Taxes/Payment

Statutory Registration Fee	\$66.30
Total Paid	\$66.30

File Number

Chargor Client File Number : 131968

This is Exhibit "L" referred to in the Affidavit of Michael Florence sworn by Michael Florence of the City of Toronto, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on July 3, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

A handwritten signature in blue ink, appearing to be 'R. Cohen', is written over a faint, dotted circular stamp.

Commissioner for Taking Affidavits (or as may be)

ROBERT B. COHEN

LAND
REGISTRY
OFFICE #35

48018-0821 (LT)

PREPARED FOR loliveira
ON 2023/08/03 AT 11:46:54

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

PROPERTY DESCRIPTION: PART LOT 30 CONCESSION 4 BAXTER PART 2 35R18204, EXCEPT PART 1 35R27136; PART LOT 30 CONCESSION 3 BAXTER PARTS 1-10 35R18203, EXCEPT PARTS 1, 2 & 3 35R23914 & EXCEPT PART 3 35R25939; SUBJECT TO AN EASEMENT OVER PART 4 35R23914 IN FAVOUR OF PART LOT 30 CONCESSION 3 BAXTER PART 1 35R23914 AS IN MT149718; SUBJECT TO AN EASEMENT OVER PART 4 35R23914 IN FAVOUR OF PART LOT 30 CONCESSION 3 BAXTER PART 2 35R23914 AS IN MT149719; SUBJECT TO AN EASEMENT OVER PART 4 35R23914 IN FAVOUR OF PART LOT 30 CONCESSION 3 BAXTER PART 3 35R23914 AS IN MT149720; SUBJECT TO AN EASEMENT OVER PART LOT 30 CONCESSION 3 BAXTER, PART 1 & 2 35R25939 AS IN MT256750; TOWNSHIP OF GEORGIAN BAY

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
ABSOLUTE

RECENTLY:
DIVISION FROM 48018-0807

PIN CREATION DATE:
2023/08/02

OWNERS' NAMES
1000171168 ONTARIO INC.

CAPACITY SHARE
ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
<i>** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2023/08/02 **</i>						
35R13714	1990/09/10	PLAN REFERENCE				C
LT159172	1990/10/19	NOTICE OF LEASE			BELL CELLULAR INC.	C
LT205088	1998/11/04	NOTICE OF LEASE			BELL MOBILITY CELLULAR INC.	C
35R18203	2000/02/24	PLAN REFERENCE				C
35R18204	2000/02/24	PLAN REFERENCE				C
MT4273	2005/07/18	APL CH NAME INST <i>REMARKS: LT205088</i>		BELL MOBILITY CELLULAR INC.	BELL MOBILITY INC.	C
MT4274	2005/07/18	NO CHNG ADDR INST <i>REMARKS: LT205088</i>		BELL MOBILITY INC.		C
35R23914	2012/07/20	PLAN REFERENCE				C
35R25939	2019/04/15	PLAN REFERENCE				C
MT256750	2021/11/19	TRANSFER EASEMENT	\$2	PORT SEVERN HEIGHTS INC.	BELL MOBILITY INC.	C
MT264643	2022/05/05	TRANSFER <i>REMARKS: PLANNING ACT STATEMENTS.</i>	\$8,000,000	PORT SEVERN HEIGHTS INC.	1000171168 ONTARIO INC.	C
MT264644	2022/05/05	CAU AGR PUR & SALE <i>REMARKS: EXPIRES 60 DAYS FROM 2027/05/04</i>		*** DELETED AGAINST THIS PROPERTY *** 1000171168 ONTARIO INC.	PORT SEVERN HEIGHTS INC.	

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.

LAND
 REGISTRY
 OFFICE #35

48018-0821 (LT)

* 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
MT264645	2022/05/05	CHARGE	\$6,000,000	1000171168 ONTARIO INC.	PORT SEVERN HEIGHTS INC.	C
MT264646	2022/05/05	CHARGE	\$4,000,000	1000171168 ONTARIO INC.	1000080373 ONTARIO INC.	C
MT281288	2023/06/20	WITHDRAWAL CAUTION		*** DELETED AGAINST THIS PROPERTY *** PORT SEVERN HEIGHTS INC.		
REMARKS: MT264644.						

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

This is Exhibit "M" referred to in the Affidavit of Michael Florence sworn by Michael Florence of the City of Toronto, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on July 3, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

A handwritten signature in blue ink, appearing to be 'R. Cohen', is positioned above a horizontal line.

Commissioner for Taking Affidavits (or as may be)

ROBERT B. COHEN

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

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. L4 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".

Exclusion of Statutory Covenants

1. The implied covenants deemed to be included in a charge under subsection 7(1) of the *Land Registration Reform Act* as amended or re-enacted are excluded from the Charge.

Right to Charge the Land

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.

No Act to Encumber

3. The Chargor has not done, committed, executed or wilfully 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.

Good Title in Fee Simple

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.

Promise to Pay and Perform

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.

Interest After Default

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.

No Obligation to Advance

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 therefor, 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.

Costs Added to Principal

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.

Power of Sale

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 *Mortgages Act*. 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 therefor 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 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 propriety 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 therefor 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 and 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 whosever 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 the 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 therefor, without responsibility therefor, 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 therefor 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 therefor 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 receive 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 and if required 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 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 guaranteed, as between the Guarantor and the Chargee, the Guarantor shall be considered as primarily liable therefor 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 a 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.

DATED this day of (year)

This is Exhibit "N" referred to in the Affidavit of Michael Florence sworn by Michael Florence of the City of Toronto, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on July 3, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

A handwritten signature in blue ink, appearing to be 'R. Cohen', is positioned above a horizontal line.

Commissioner for Taking Affidavits (or as may be)

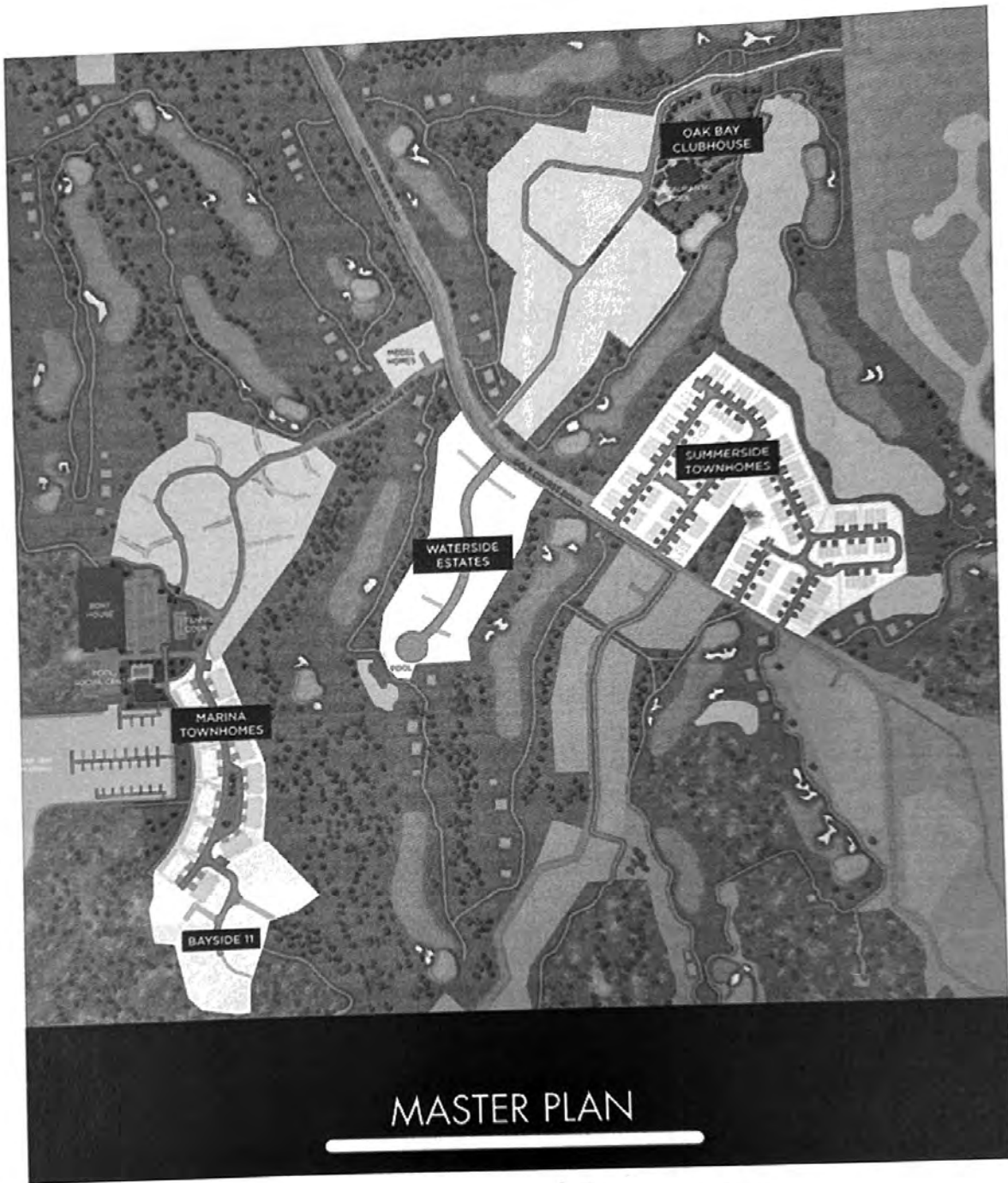
ROBERT B. COHEN

myoakbay.ca/homes/

OAK BAY

MARINA HOMES GOLF DINING RECREATION AREA TEAM



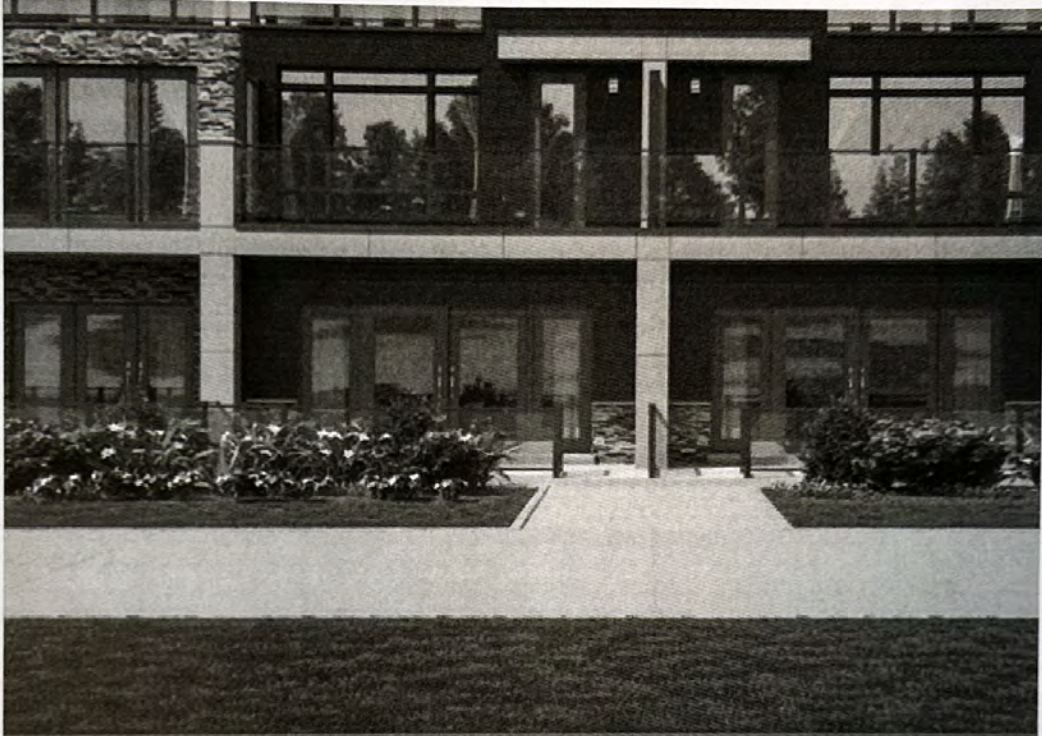


MASTER PLAN

5:33



OAK BAY



SUMMERSIDE TOWNS



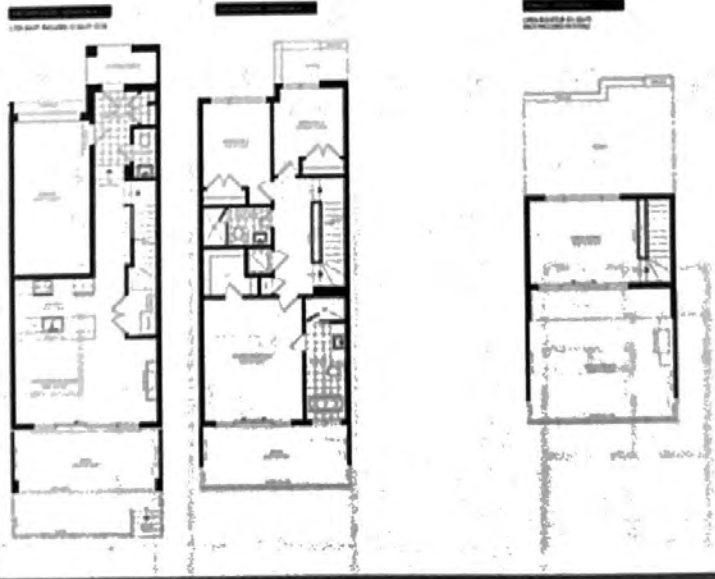
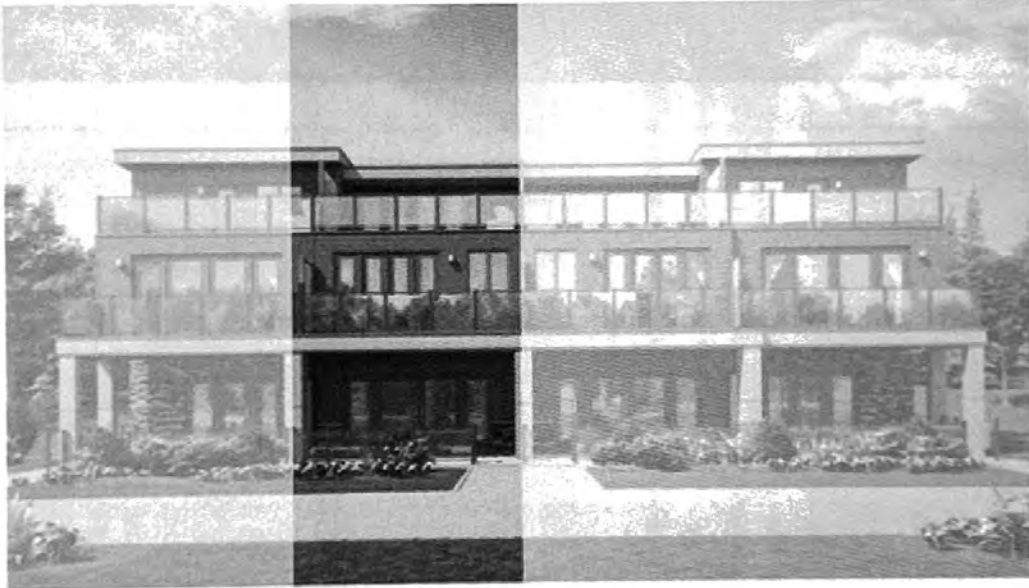
5:35



OAK BAY



THE BREEZE



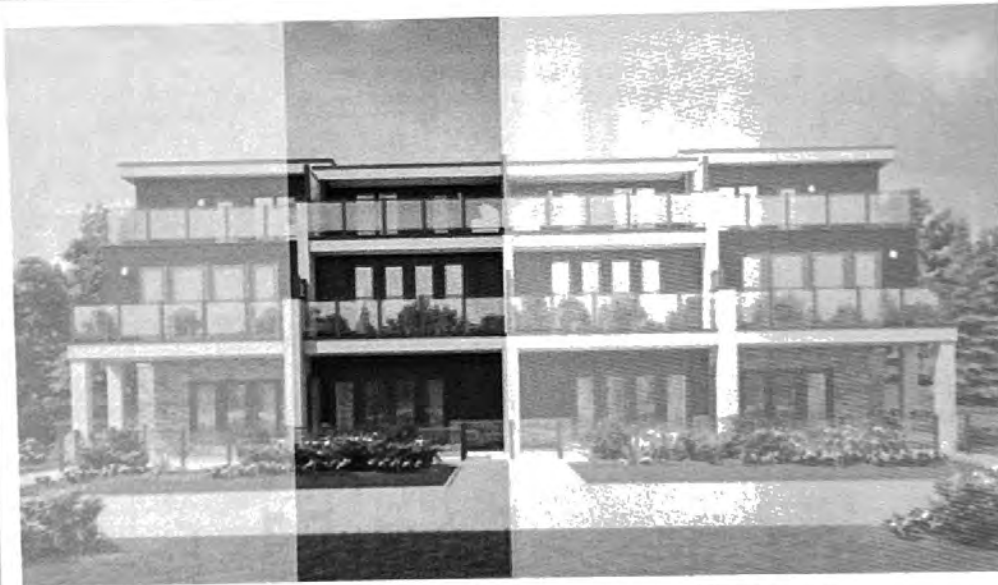
5:35



OAK BAY



THE SHINE



5:36 ↗



OAK BAY

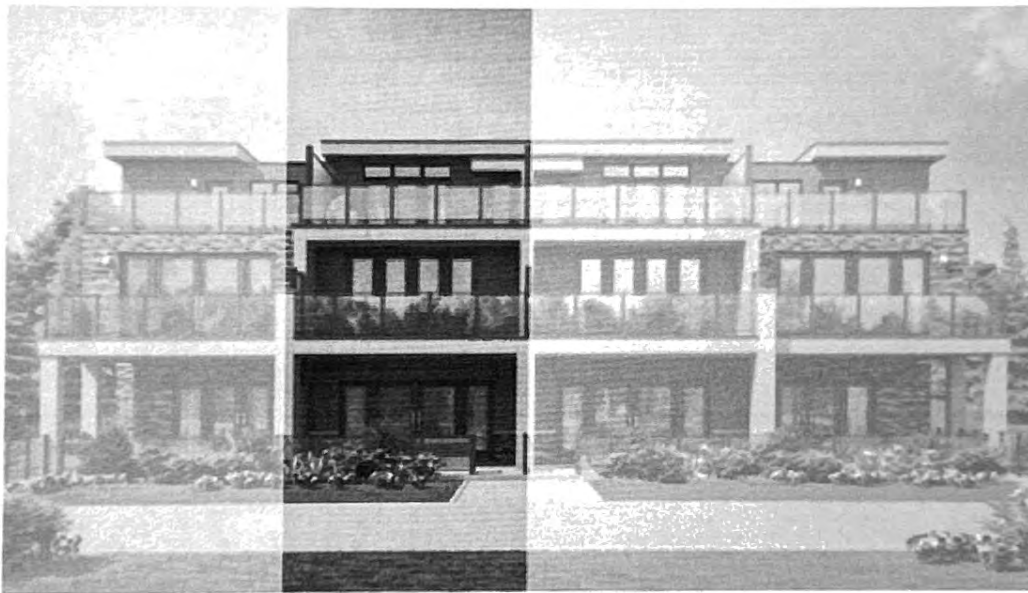


PHOTO COURTESY OF ARCHITECTURE FIRM



5:36 ↗



OAK BAY



THE SOL



OWN RECEPTION 20 SQFT
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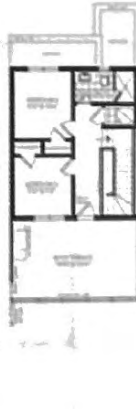
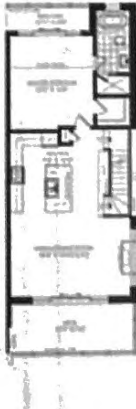
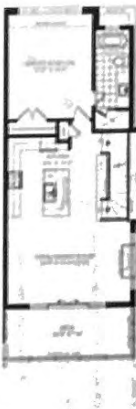
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5:36



OAK BAY



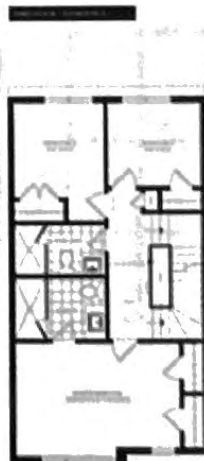
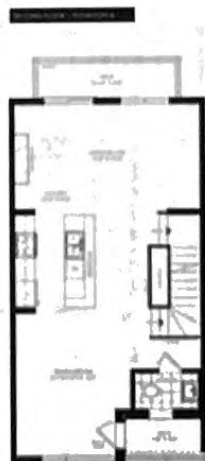
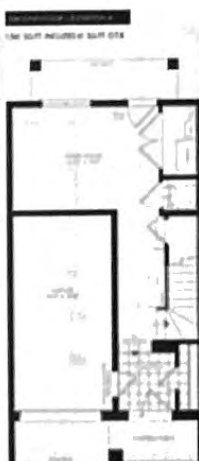
5:36 ↗



OAK BAY



THE GARDEN



5:36



OAK BAY



THE MEADOW



2,000 SQ FT RESIDENTIAL UNIT (SPLIT 2/2.5)



2,000

1,500 SQ FT RESIDENTIAL UNIT (SPLIT 2/2)



THE OASIS LPG

5:37



OAK BAY



THE OASIS UPG



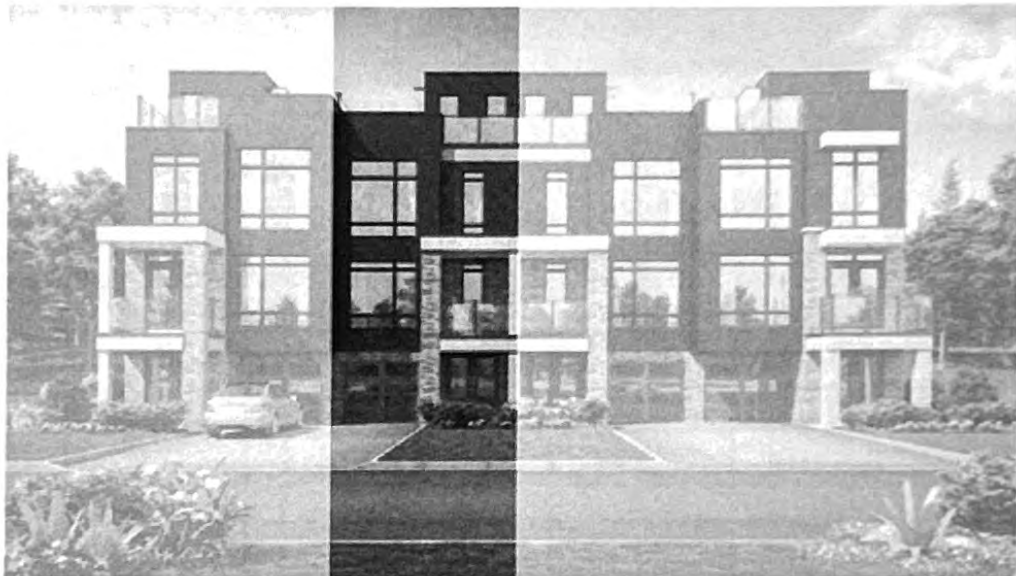
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OAK BAY



THE OASIS



THE PARKSIDE

5:37



OAK BAY



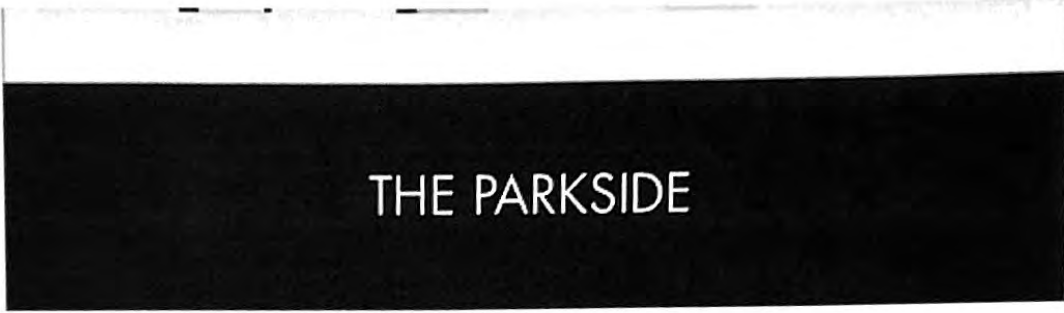
THE PARKSIDE



5:37



OAK BAY



5:37



OAK BAY



THE PARKSIDE



5:37



OAK BAY



THE PARKSIDE



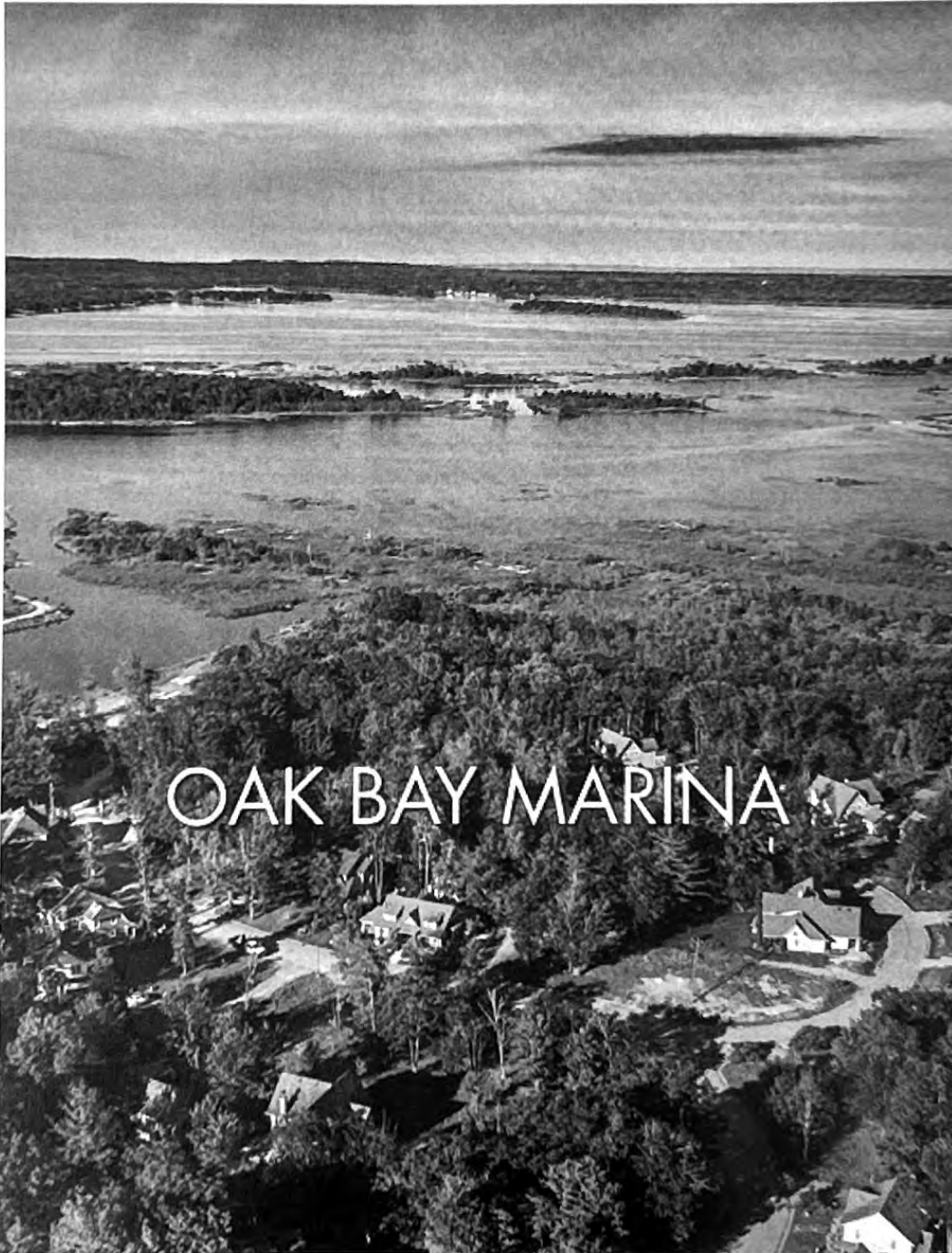
5:38



www.myoakbay.ca



OAK BAY



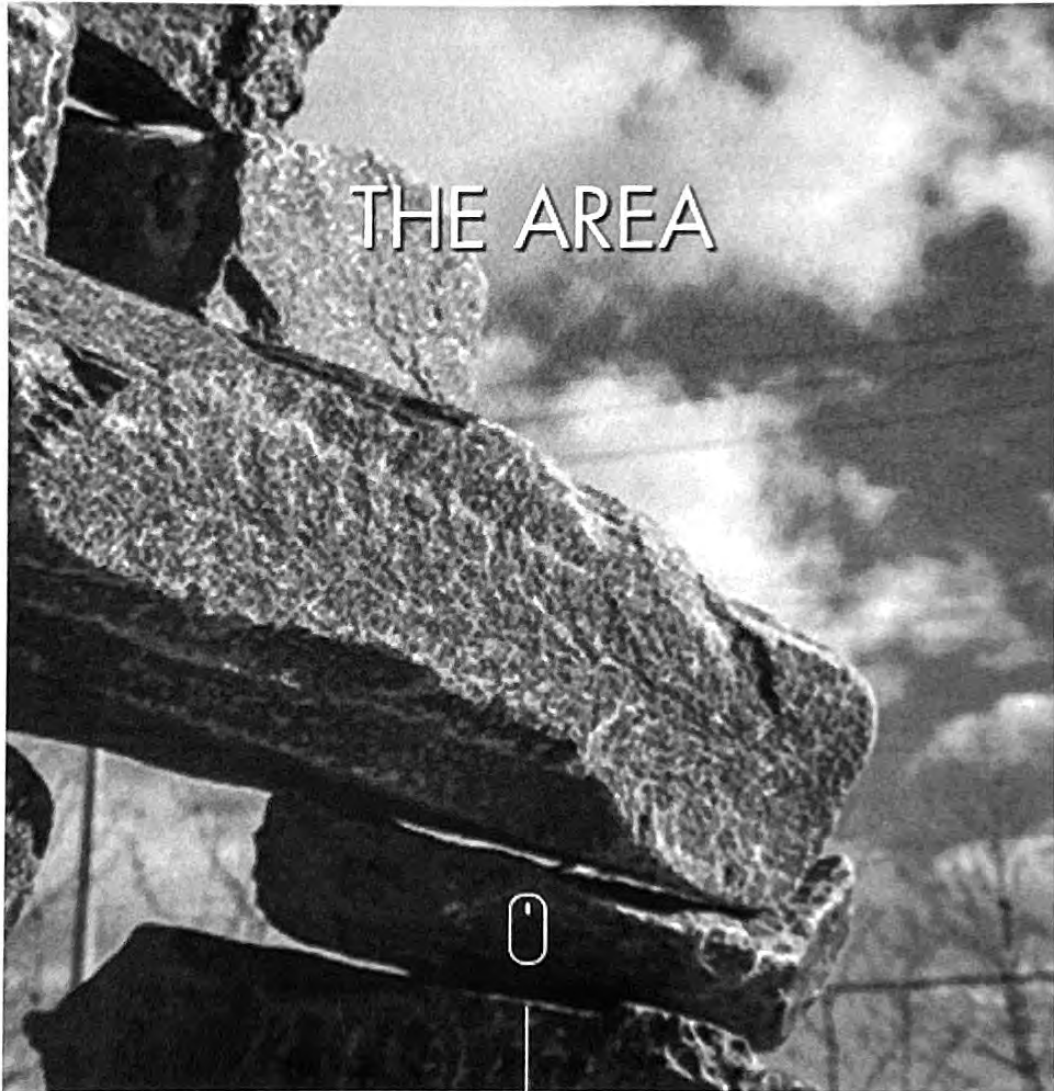
5:38



www.myoakbay.ca

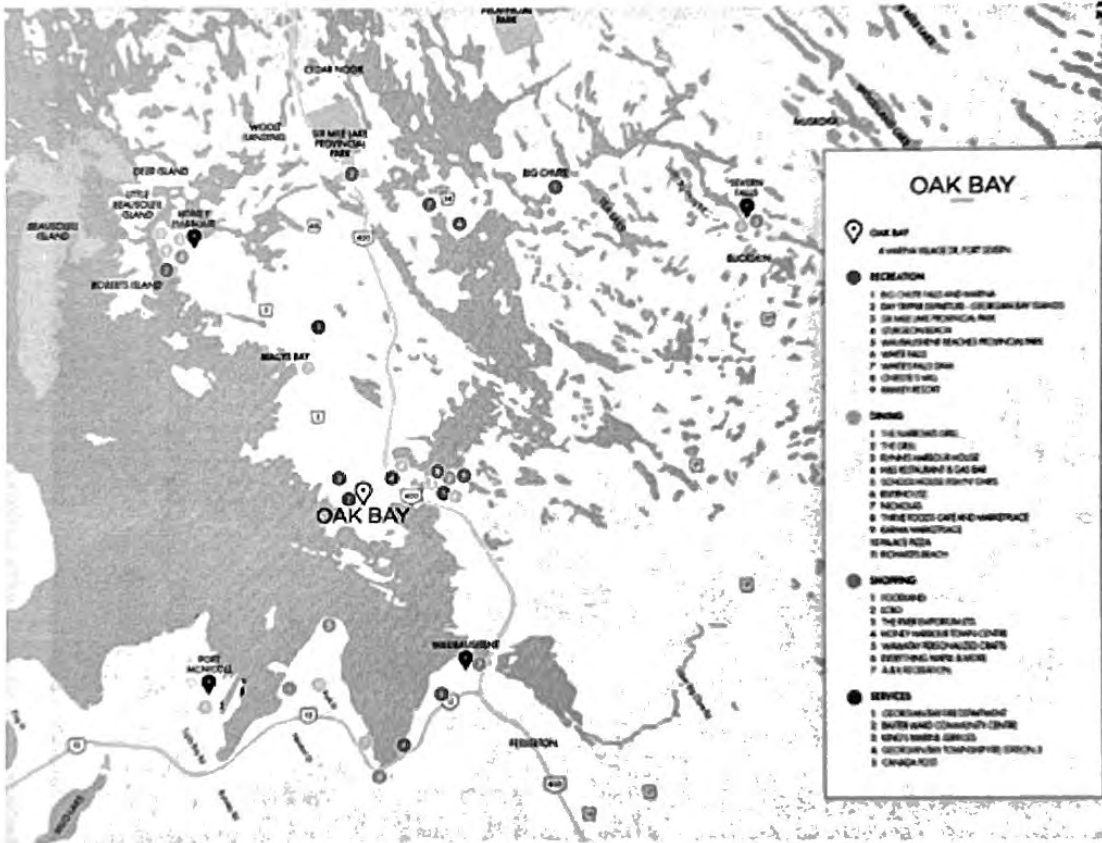


OAK BAY



LOCATED AT THE CENTRE OF
ONTARIO'S PLAYGROUND

5:38



DOWNLOAD MAP

5:39 ↗



OAK BAY



THE RESTAURANT AT OAK BAY

5:39



OAK BAY



A GOURMET EXPERIENCE IS JUST A STROLL AWAY!

Residents of Oak Bay can dine in style at a number of restaurants close by. Starting with right at home at the Oak Bay Golf Club Restaurant.

With a 5-star rating from Trip Advisor, the restaurant at Oak Bay is considered a local favourite.

"New chef, new menu, some renovations. Italian theme menu, incredible pizza from wood fired oven. Excellent specials, great pasta, salads. Lunch and dinner menu. Great view of course and water. Professional friendly staff. Reasonably price for excellent food!"

"New restaurant, had to try it. Great food and attention to detail, very friendly staff. My husband and I were very happy indeed, it was very pleasing menu. We are passing this on out there, go try it you won't be disappointed."

"I have eaten here three times so far and I have been thoroughly impressed by the quality of food."

5:39



OAK BAY



With the convenience of getting together with friends at the on-site Clubhouse or the numerous restaurants and cafes that are all nearby, there is sure to be something for everyone to enjoy.



5:40



OAK BAY



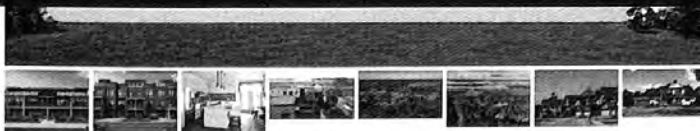
EXCITING NEW RELEASE

SIGN ME UP!

Please fill in the form below to receive information and updates about Oak Bay and allow our sales team to contact you directly.

Just a 90-minute drive from Toronto, your weekend is waiting! Oak Bay Golf & Marina Community is surrounded by your very own golf course, steps to a private marina, tennis courts, swimming pools, hiking trails, ski trails and social clubs – all on the shores of shimmering Georgian Bay in Port Severn.

* First Name
* Last Name
* Email



Message

Register Now

Description

OAK BAY

Oak Bay is a condo, townhouse, semi and detached home community development by Eden Oak at Golf Course Road, Georgian Bay.

The community offers a total of 181 units with sizes ranging from 1,093 Sqft to 2,845 sqft.

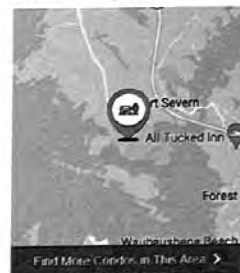
Introducing Oak Bay's Crown Jewel, Bayside 11. These bungalows and 2-storey ultra-modern and exclusive collection of homes offer the closest proximity to Georgian Bay. The Bayside 11 collection provides up to 2,845 sq. ft. of luxury and privacy, making them your perfect retreat.

Oak Bay's Waterside Estates is a collection of fully-detached bungalow and 2-storey designs on a private enclave surrounded by the lush Oak Bay Golf Club and just a 5-minute walk to Georgian Bay.

The newest phase is Marina Towns, gorgeous two and three storey townhomes at the foot of the Marina that offer both waterfront and golf course views. These contemporary designed homes include 1,700 to 2,200 sq. ft. of glamorous living space, topped with terraces.

With the convenience and cache of a beautiful 18-hole golf course mere steps from your home, Oak Bay is the ideal choice for golfers who take their fun seriously.

4 Marina Village Drive



Featured



This is Exhibit "O" referred to in the Affidavit of Michael Florence sworn by Michael Florence of the City of Toronto, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on July 3, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

ROBERT B. COHEN



November 13, 2023

Email, Regular Mail and Registered Mail

1000171168 Ontario Inc.
150 Sanford Avenue North,
Hamilton, Ontario L8L 5Z6
Attn: Office

ktabi@cassels.com
tel: +1 416 869 5436

1000171168 Ontario Inc.
c/o Zimmerman Associates
Barristers and Solicitors
3338 Dufferin Street
Toronto, Ontario M6Z 3A4

Attention: Larry Zimmerman

Dear Sirs and Mesdames:

Re: 1000171168 Ontario Inc. (the “Chargor”) Mortgage (the “Mortgage”) dated May 5, 2022 to Port Severn Heights Inc. (“Chargee”) in connection with the real property described on Schedule “A” hereto (the “Real Property”)

As you are aware, we are counsel to the Chargee.

On May 5, 2022, the Mortgage was registered on the Real Property in favour of the Chargee in the original principal amount of \$6,000,000 which bears interest at the rate of 4% per annum, payable quarterly.

Pursuant to the additional provisions of the Mortgage, in the event the plan of subdivision for the portion of the Real Property comprising the Phase 1 lands (being Plan of Subdivision File S2007-4) (the “**Subdivision Plan**”) is not registered on or before November 4, 2023, there will be a default within the meaning of the Mortgage. The Chargor has failed to register the Subdivision Plan on or before November 4, 2023 (the “**Default**”), which Default has continued and is continuing as of the date hereof.

In accordance with section 13 of the terms of the Mortgage, the Chargee hereby declares the principal amount of the Mortgage immediately due and payable.

The Chargee hereby demands immediate payment of the principal amount of the Mortgage in the amount of \$6,000,000, plus all accrued and accruing interest, fees, charges and expenses (including legal fees) until the date of payment in full (the "**Indebtedness**").

Enclosed herewith is the Chargee's Notice of Intention to Enforce Security, which is hereby served on you pursuant to section 244 of the *Bankruptcy and Insolvency Act* (Canada).

The Chargee expressly reserves all rights, remedies and claims in their entirety, any of which may be exercised or pursued at any time and from time to time and without further notice, in the sole discretion of the Chargee, in accordance with the Mortgage or at law or in equity.

Yours truly,

Cassels Brock & Blackwell LLP

A handwritten signature in black ink, appearing to read 'Kwaku Tabi', with a long horizontal flourish extending to the right.

Kwaku Tabi
Partner

Encl.

SCHEDULE "A"

PIN: 48018 - 0821 LT

Interest/Estate: Fee Simple

Description: PART LOT 30 CONCESSION 4 BAXTER PART 2 35R18204, EXCEPT PART 1 35R27136; PART LOT 30 CONCESSION 3 BAXTER PARTS 1-10 35R18203, EXCEPT PARTS 1, 2 & 3 35R23914 & EXCEPT PART 3 35R25939; SUBJECT TO AN EASEMENT OVER PART 4 35R23914 IN FAVOUR OF PART LOT 30 CONCESSION 3 BAXTER PART 1 35R23914 AS IN MT149718; SUBJECT TO AN EASEMENT OVER PART 4 35R23914 IN FAVOUR OF PART LOT 30 CONCESSION 3 BAXTER PART 2 35R23914 AS IN MT149719; SUBJECT TO AN EASEMENT OVER PART 4 35R23914 IN FAVOUR OF PART LOT 30 CONCESSION 3 BAXTER PART 3 35R23914 AS IN MT149720; SUBJECT TO AN EASEMENT OVER PART LOT 30 CONCESSION 3 BAXTER, PART 1 & 2 35R25939 AS IN MT256750; TOWNSHIP OF GEORGIAN BAY

Address: PORT SEVERN

LEGAL*60770710.1

Cassels

Suite 3200, Bay Adelaide Centre – North Tower
 40 Temperance Street
 Toronto, ON M5H 0B4

Canada FOR DELIVERY ONLY			
<u>Date</u>	<u>Lawyer Name</u>	<u>No.</u>	<u>File No.</u>
11/13/23	Kwaku Tabi	05784	50745-4
Delivery Method: Registered Mail			
By:			
Special Instructions:  RN 717 967 772 CA			

1000171168 Ontario Inc.
 c/o Zimmerman Associates
 Barristers and Solicitors
 3338 Dufferin Street
 Toronto, Ontario M6Z 3A4

Attention: Larry Zimmerman
REGISTERED MAIL



Cassels

Suite 3200, Bay Adelaide Centre – North Tower
 40 Temperance Street
 Toronto, ON M5H 0B4

Canada FOR DELIVERY ONLY			
<u>Date</u>	<u>Lawyer Name</u>	<u>No.</u>	<u>File No.</u>
11/13/23	Kwaku Tabi	05784	50745-4
Delivery Method: Registered Mail			
By:			
Special Instructions:  RN 717 447 304 CA			

1000171168 Ontario Inc.
 150 Sanford Avenue North,
 Hamilton, Ontario L8L 5Z6
 Attn: Office

REGISTERED MAIL



This is Exhibit "P" referred to in the Affidavit of Michael Florence sworn by Michael Florence of the City of Toronto, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on July 3, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

ROBERT B. COHEN

NOTICE OF SALE UNDER MORTGAGE

TAKE NOTICE that default has been made in payment of the moneys due under a certain Mortgage dated the 5th day of May, 2022, made

Between:

1000171168 ONTARIO INC.

MORTGAGOR

- and -

PORT SEVERN HEIGHTS INC.

MORTGAGEE

on the security of all and singular that certain parcel or tract of land and premises situate, lying and being:

PT LT 30 CON 4 BAXTER PT 2 35R18204; PT LT 30 CON 3 BAXTER PT 1-10 35R18203 EXCEPT PT 1, 2 & 3 ON 35R23914 AND EXCEPT PART 3 35R-25939; GEORGIAN BAY; THE DISTRICT MUNICIPALITY OF MUSKOKA; SUBJECT TO AN EASEMENT OVER PART 4 ON 35R23914 IN FAVOUR OF PT LT 30 CON 3 BAXTER PT 1 ON 35R23914 AS IN MT149718; SUBJECT TO AN EASEMENT OVER PART 4 ON 35R23914 IN FAVOUR OF PT LT 30 CON 3 BAXTER PT 2 ON 35R23914 AS IN MT149719; SUBJECT TO AN EASEMENT OVER PART 4 ON 35R23914 IN FAVOUR OF PT LT 30 CON 3 BAXTER PT 3 ON 35R23914 AS IN MT149720; SUBJECT TO AN EASEMENT OVER PART LOT 30 CONCESSION 3 BAXTER, PART 1 AND 2, 35R25939 AS IN MT256750; bearing PIN 48018-0807 (LT);

which Mortgage was registered on the 5th day of May, 2022, in the Land Registry Office for the Land Titles Division of Muskoka (No. 35) at Bracebridge, Ontario as Instrument No. MT264645.

Said Mortgage was amended by a Discharge of Charge as against that certain parcel or tract of land and premises situate, lying and being:

PT LT 30 CON 4 BAXTER BEING PT 1 PLAN 35R-27136, GEORGIAN BAY; THE DISTRICT MUNICIPALITY OF MUSKOKA;

which Discharge of Charge was dated the 17th day of July, 2023 and registered on the 17th day of July, 2023 in the said Registry Office as Instrument No. MT282425.

The parcel or tract of land and premises remaining subject to the Mortgage is as follows:

PART LOT 30 CONCESSION 4 BAXTER PART 2 35R18204, EXCEPT PART 1 35R27136; PART LOT 30 CONCESSION 3 BAXTER PARTS 1-10 35R18203, EXCEPT PARTS 1, 2 & 3 35R23914 & EXCEPT PART 3 35R25939; SUBJECT TO AN EASEMENT OVER PART 4 35R23914 IN FAVOUR OF PART LOT 30 CONCESSION 3 BAXTER PART 1 35R23914 AS IN MT149718; SUBJECT TO AN EASEMENT OVER PART 4 35R23914 IN FAVOUR OF PART LOT 30 CONCESSION 3 BAXTER PART 2 35R23914 AS IN MT149719; SUBJECT TO AN EASEMENT OVER PART 4 35R23914 IN FAVOUR OF PART LOT 30 CONCESSION 3 BAXTER PART 3 35R23914 AS IN MT149720; SUBJECT TO AN EASEMENT OVER PART LOT 30 CONCESSION 3 BAXTER, PART 1 & 2 35R25939 AS IN MT256750; TOWNSHIP OF GEORGIAN BAY; bearing PIN 48018-0821 (LT)

AND WE HEREBY give you notice that the amount now due on the Mortgage for principal money and interest thereon, appraisal costs, and legal costs respectively is as follows:

Principal owing	\$6,000,000.00
Accrued Interest to November 29, 2023	30,246.38
Credit [Re: Appraisal Costs]	(2,132.75)
Outstanding Legal Costs [Re: Default remedied September 2023]	8,973.70
Legal Costs (such amount for costs being up to and including the service of this notice only, and thereafter such further costs and disbursements will be charged as may be proper) (HST No. R121379572)	<u>7,500.00</u>
TOTAL	<u>\$6,044,587.33</u>

together with interest at the rate of 4.00% per annum on the principal and interest hereinbefore mentioned, from the 29th day of November, 2023, to the date of payment.

AND UNLESS the said sums are paid on or before the 5th day of January, 2024, the Mortgagee shall sell the property covered by the said Mortgage 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.

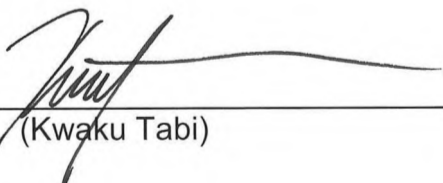
DATED at Toronto, this 29th day of November, 2023.

PORT SEVERN HEIGHTS INC.

By its Solicitors:

CASSELS BROCK & BLACKWELL LLP
Barristers and Solicitors
Bay Adelaide Centre – North Tower
Suite 3200
40 Temperance Street
Toronto, Ontario
M5H 0B4

Per: _____


(Kwaku Tabi)

Inquiries:

Kwaku Tabi
Telephone No. (416) 869-5436

TO: See Schedule "A" attached

SCHEDULE "A"

TO:

Her Majesty, The Queen
in Right of the Province of Ontario
served upon her Agent
The Ministry of Finance
33 King Street West, 6th Floor
Oshawa, Ontario
L1H 8H5
Attention: Insolvency Unit

AND TO:

1000171168 Ontario Inc.
150 Sanford Avenue North, Attn: Office
Hamilton, ON L8L 5Z6

AND TO:

1000171168 Ontario Inc.
31021-725 College Street
Toronto, ON M6G 4A7

AND TO:

1000171168 Ontario Inc.
c/o Zimmerman Associates
3338 Dufferin Street
Toronto, ON M6Z 3A4

Attn: Lawrence Zimmerman

AND TO:

Udvari Investments Inc.
2 – 379 Gage Avenue
Kitchener, ON N2M 5E1

AND TO:

1614116 Ontario Inc.
c/o Alloy Casting
1-374 Hamilton Road
New Hamburg, ON N3A 2K2

AND TO:

Joe Ward Professional Corporation
309 Frederick Street
Kitchener, ON N2H 2N6

AND TO:

Ginger 3 Investments Inc.
580 Willow Wood Drive
Waterloo, ON N2T 2T5

AND TO:

Bell Mobility Inc.
5099 Creebank Road, 6N
Mississauga, ON L4W 5N2

AND TO:

Bell Mobility Inc.
5099 Creebank Road
Building D, 6th Floor North
Mississauga, ON L4W 5N2

AND TO:
Bell Cellular Inc.
20 Carlson Court
Etobicoke, ON M9W 6V4

Canada Post / Postes Canada

Registration Receipt (Bulk)
This receipt is necessary if enquiry is desired.

Récépissé de recommandation (en nombre)
A presaire en case de réclamation

Mailed By (Name and address of firm)	Dépose par (Nom et adresse de la maison expéditrice)	Stamp of firm	Timbre de la maison expéditrice	Date Stamp of Post Office	Timbre à date du bureau de poste
50745 – 4 (KT) 5784					
Cassels Brock & Blackwell LLP Barristers and Solicitors Bay Adelaide Centre – North Tower Suite 3200 40 Temperance Street Toronto, Ontario M5H 0B4					

Fragile and perishable articles are not indemnified against damage. Indemnity and REGISTRATION FEES information is available on request at the Post Office

Aucune indemnité ne sera versée pour l'avarie d'un objet fragile ou périssable. Vous pouvez obtenir des renseignements sur les indemnités versées et les DROITS DE RECOMMANDATION en vous adressant à votre bureau de poste.

Number Numero	Name	Address
RN 717 458 151 CA	Her Majesty, The Queen in Right of the Province of Ontario served upon her Agent The Ministry of Finance Attention: Insolvency Unit	33 King Street West, 6 th Floor Oshawa, Ontario L1H 8H5
RN 717 458 165 CA	1000171168 Ontario Inc.	150 Sanford Avenue North, Attn: Office Hamilton, ON L8L 5Z6
RN 717 458 179 CA	1000171168 Ontario Inc.	31021-725 College Street Toronto, ON M6G 4A7
RN 717 458 182 CA	1000171168 Ontario Inc.	c/o Zimmerman Associates Barristers and Solicitors 3338 Dufferin Street Toronto, Ontario M6Z 3A4 Attention: Lawrence Zimmerman
RN 717 458 196 CA	Udvari Investments Inc.	2 – 379 Gage Avenue Kitchener, ON N2M 5E1

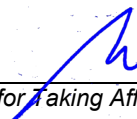


Sheet No. 1 of 2	Feuille No.	No. of articles	Nbre d'objets	Accepted by (Postal Employee's Signature)	Accepté par (Signature de l'employé des Postes)
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RN 717 458 205 CA	1614116 Ontario Inc.	c/o Alloy Casting 1-374 Hamilton Road New Hamburg, ON N3A 2K2			
RN 717 458 219 CA	Joe Ward Professional Corporation	309 Frederick Street Kitchener, ON N2H 2N6			
RN 717 457 964 CA	Ginger 3 Investments Inc.	580 Willow Wood Drive Waterloo, ON N2T 2T5			
RN 717 457 978 CA	Bell Mobility Inc.	5099 Creebank Road, 6N Mississauga, ON L4W 5N2			
RN 717 457 981 CA	Bell Mobility Inc.	5099 Creebank Road Building D, 6 th Floor North Mississauga, ON L4W 5N2			
RN 717 457 995 CA	Bell Cellular Inc.	20 Carlson Court Etobicoke, ON M9W 6V4			
Sheet No. 2 of 2	Feuille No.	No. of articles	Nbre d'objets	Accepted by (Postal Employee's Signature)	Accepte par (Signature de l'employe des Postes)



This is Exhibit "Q" referred to in the Affidavit of Michael Florence sworn by Michael Florence of the City of Toronto, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on July 3, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

ROBERT B. COHEN

Ho, Susanna

Subject: FW: Port Severn Heights Mortgage [IWOV-LEGAL.FID4729770]**From:** Elliot Birnboim <Ebirnboim@cpllp.com>**Sent:** Tuesday, April 16, 2024 2:03 PM**To:** Cohen, Robert <rcohen@cassels.com>; Michael Crampton <MCrampton@cpllp.com>**Subject:** RE: Port Severn Heights Mortgage [IWOV-LEGAL.FID4729770]**CAUTION:** External Email

Hello Robert:

In the circumstances, the money has been paid into our trust account and will so remain until rights of the parties (and damages) are determined or other interim Order of the Court.

It is difficult to understand in what way our terms were prejudicial – unless your client is doing everything it can to shore up its case on “breach”.

This will apply to similar payments in the future unless we can get a workable arrangement in place.

Best, ESB

From: Cohen, Robert <rcohen@cassels.com>**Sent:** Monday, April 15, 2024 1:40 PM**To:** Michael Crampton <MCrampton@cpllp.com>**Cc:** Elliot Birnboim <Ebirnboim@cpllp.com>**Subject:** RE: Port Severn Heights Mortgage [IWOV-LEGAL.FID4729770]**[External Sender]**

Michael,

I acknowledge receipt of your April 12 email below. Your client’s conditions are unacceptable. Your client’s failure to make the mortgage payment that was due on April 14th, 2024 puts your client in further default of its mortgage obligations, and such further default will be relied upon by my client in the current court proceedings, including in respect of a motion to appoint a receiver. All rights of my client are fully reserved, including in the event that your client makes late payment of the amount that was due on April 14, 2024.

Sincerely,

Bob



ROBERT COHEN

Partner

t: +1 416 869 5425

e: rcohen@cassels.comCassels Brock & Blackwell LLP | cassels.com

Suite 3200, Bay Adelaide Centre – North Tower

40 Temperance St.

Toronto, ON M5H 0B4 Canada

From: Michael Crampton <MCrampton@cpllp.com>**Sent:** Friday, April 12, 2024 10:37 AM**To:** Cohen, Robert <rcohen@cassels.com>**Cc:** Elliot Birnboim <EBirnboim@cpllp.com>**Subject:** RE: Port Severn Heights Mortgage [IWOV-LEGAL.FID4729770]**CAUTION:** External Email

Mr. Cohen:

Without Prejudice

Our client advises that on April 9, 2024, the Region recommended that our client receive an 18-month extension for plan registration. That decision needs to be confirmed by the District. There is a meeting schedule with the District on April 18, 2024 to answer any questions it may have. A final decision on extension from the District is not expected at that time but will follow the meeting.

We have will have the \$60,000 in trust later today. Our client is prepared to make the quarterly interest payment on a without prejudice basis on the following terms:

- a) your client acknowledges that the \$60,000 paid on January 15th is allocated entirely to the interest payment that was due and that no additional interest or fee is owed regarding that deadline and that this \$60,000 payment will similarly be allocated to interest This is without prejudice to any costs that may be claimed at the end of this action;
- b) upon District approval of the extension, and once we have the money confirmed in trust, your client will withdraw its Notice of Power of Sale and forbear in such future step, without prejudice to a determination of rights in the litigation between the parties; and
- c) Upon confirmation of the terms, we will deliver the \$60,000 to your office in trust (presumably on Monday).

Please confirm these terms.

Michael

**Michael Crampton**

Phone: 416.644.9979

Fax: 416.368.0300

mcrampton@cpllp.com

77 King Street West, TD North Tower

Suite 700, P.O. Box 118

Toronto ON M5K 1G8

cpllp.com

If you have received this e-mail in error or are not the named recipient, please immediately notify the sender and delete or destroy all electronic or hard copies of this e-mail. This e-mail is intended only for the receipt and use of the named recipient(s). It may contain information that is privileged, confidential or protected from disclosure under applicable law.

-----Original Message-----

From: Cohen, Robert <rcohen@cassels.com>
Sent: Wednesday, April 10, 2024 11:27 AM
To: Elliot Birnboim <Ebirnboim@cpllp.com>
Cc: Michael Crampton <MCrampton@cpllp.com>
Subject: RE: Port Severn Heights Mortgage [IWOV-LEGAL.FID4729770]

[External Sender]

Elliot,
I understand that your client recently obtained an 18 month extension to register the plan. Please confirm.
As well, I am sending a reminder about the mortgage payment due on April 14th (with a reservation of my client's rights, as per my email below)).
Bob

Robert Cohen
Partner
t: +1 416 869 5425
e: rcohen@cassels.com
Cassels Brock & Blackwell LLP
Suite 3200, Bay Adelaide Centre - North Tower
40 Temperance St.
Toronto, ON, M5H 0B4 Canada

-----Original Message-----

From: Cohen, Robert
Sent: Friday, March 29, 2024 5:28 PM
To: Elliot Birnboim <Ebirnboim@cpllp.com>
Cc: Michael Crampton <MCrampton@cpllp.com>
Subject: Port Severn Heights Mortgage [IWOV-LEGAL.FID4729770]

Elliot,
Please remind your client that an interest payment of \$60,000 is due and payable pursuant to the Port Severn Heights mortgage on April 14, 2024. All of my client's rights and positions, including those asserted in the Statement of Defence and Counterclaim, are fully reserved in any event.
Bob

Robert Cohen
Partner
t: +1 416 869 5425
e: rcohen@cassels.com
Cassels Brock & Blackwell LLP
Suite 3200, Bay Adelaide Centre - North Tower
40 Temperance St.
Toronto, ON, M5H 0B4 Canada

This message, including any attachments, is privileged and may contain confidential information intended only for the person(s) named above. Any other distribution, copying or disclosure is strictly prohibited. Communication by email is not a secure medium and, as part of the transmission process, this message may be copied to servers operated by third parties while in transit. Unless you advise us to the contrary, by accepting communications that may contain your personal information from us via email, you are deemed to provide your consent to our transmission of the contents of this message in this manner. If you are not the intended recipient or have received this message in error, please notify us immediately by reply email and permanently delete the original transmission from us, including any attachments, without making a copy.

This is Exhibit "R" referred to in the Affidavit of Michael Florence sworn by Michael Florence of the City of Toronto, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on July 3, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

A handwritten signature in blue ink, appearing to be 'R. Cohen', is written over a faint, dotted rectangular stamp.

Commissioner for Taking Affidavits (or as may be)

ROBERT B. COHEN



April 18, 2024

Email, Regular Mail and Registered Mail

ktabi@cassels.com

tel: +1 416 869 5436

1000171168 Ontario Inc.
150 Sanford Avenue North,
Hamilton, Ontario L8L 5Z6
Attention: Office

1000171168 Ontario Inc.
c/o Zimmerman Associates
Barristers and Solicitors
3338 Dufferin Street
Toronto, Ontario M6Z 3A4

Attention: Larry Zimmerman

Dear Sirs and Mesdames:

Re: 1000171168 Ontario Inc. (the “Chargor”) Mortgage (the “Mortgage”) dated May 5, 2022 to Port Severn Heights Inc. (“Chargee”) in connection with the real property described on Schedule “A” hereto (the “Real Property”)

As you are aware, we are counsel to the Chargee.

On May 5, 2022, the Mortgage was registered on the Real Property in favour of the Chargee in the original principal amount of \$6,000,000 which bears interest at the rate of 4% per annum, payable quarterly. On April 14, 2024, the Chargor failed to make its quarterly payment to the Chargee pursuant to the terms of the Mortgage (the “**Default**”).

In accordance with section 13 of the terms of the Mortgage, the Chargee hereby declares the principal amount of the Mortgage immediately due and payable.

The Chargee hereby demands immediate payment of the principal amount of the Mortgage in the amount of \$6,000,000, plus all accrued and accruing interest, fees, charges and expenses (including legal fees) until the date of payment in full (the “**Indebtedness**”).

Enclosed herewith is the Chargee’s Notice of Intention to Enforce Security, which is hereby served on you pursuant to section 244 of the *Bankruptcy and Insolvency Act* (Canada).

The Chargee expressly reserves all rights, remedies and claims in their entirety, any of which may be exercised or pursued at any time and from time to time and without further notice, in the sole discretion of the Chargee, in accordance with the Mortgage or at law or in equity.

Yours truly,

Cassels Brock & Blackwell LLP

A handwritten signature in black ink, appearing to read 'Kwaku Tabi', with a long horizontal flourish extending to the right.

Kwaku Tabi
Partner

Encl.

SCHEDULE "A"

PIN: 48018 - 0821 LT

Interest/Estate: Fee Simple

Description: PART LOT 30 CONCESSION 4 BAXTER PART 2 35R18204, EXCEPT PART 1 35R27136; PART LOT 30 CONCESSION 3 BAXTER PARTS 1-10 35R18203, EXCEPT PARTS 1, 2 & 3 35R23914 & EXCEPT PART 3 35R25939; SUBJECT TO AN EASEMENT OVER PART 4 35R23914 IN FAVOUR OF PART LOT 30 CONCESSION 3 BAXTER PART 1 35R23914 AS IN MT149718; SUBJECT TO AN EASEMENT OVER PART 4 35R23914 IN FAVOUR OF PART LOT 30 CONCESSION 3 BAXTER PART 2 35R23914 AS IN MT149719; SUBJECT TO AN EASEMENT OVER PART 4 35R23914 IN FAVOUR OF PART LOT 30 CONCESSION 3 BAXTER PART 3 35R23914 AS IN MT149720; SUBJECT TO AN EASEMENT OVER PART LOT 30 CONCESSION 3 BAXTER, PART 1 & 2 35R25939 AS IN MT256750; TOWNSHIP OF GEORGIAN BAY

Land Registry Office: Muskoka (No. 35)

Address: PORT SEVERN

**NOTICE OF INTENTION TO ENFORCE SECURITY UNDER SECTION 244(1) OF
THE BANKRUPTCY AND INSOLVENCY ACT (CANADA)**

TO: 1000171168 Ontario Inc., an insolvent person (the "**Debtor**")

Take notice that:

Under section 244(1) of the *Bankruptcy and Insolvency Act* (Canada), Port Severn Heights Inc. (the "**Secured Party**") intends to enforce its security on the following property of the Debtor:

PIN: 48018 - 0821 LT

Interest/Estate: Fee Simple

Description: PART LOT 30 CONCESSION 4 BAXTER PART 2 35R18204, EXCEPT PART 1 35R27136; PART LOT 30 CONCESSION 3 BAXTER PARTS 1-10 35R18203, EXCEPT PARTS 1, 2 & 3 35R23914 & EXCEPT PART 3 35R25939; SUBJECT TO AN EASEMENT OVER PART 4 35R23914 IN FAVOUR OF PART LOT 30 CONCESSION 3 BAXTER PART 1 35R23914 AS IN MT149718; SUBJECT TO AN EASEMENT OVER PART 4 35R23914 IN FAVOUR OF PART LOT 30 CONCESSION 3 BAXTER PART 2 35R23914 AS IN MT149719; SUBJECT TO AN EASEMENT OVER PART 4 35R23914 IN FAVOUR OF PART LOT 30 CONCESSION 3 BAXTER PART 3 35R23914 AS IN MT149720; SUBJECT TO AN EASEMENT OVER PART LOT 30 CONCESSION 3 BAXTER, PART 1 & 2 35R25939 AS IN MT256750; TOWNSHIP OF GEORGIAN BAY

Land Registry Office: Muskoka (No. 35)

Address: PORT SEVERN

(the "**Real Property**").

1. The security that is to be enforced by the Secured Party is in the form of a mortgage registered in the land registry office for Muskoka in the Province of Ontario as Instrument No. MT264645 on May 5, 2022 (the "**Mortgage**").
2. As at April 18, 2024, the total amount outstanding under the Mortgage is \$6,000,000, plus accrued and accruing interest, fees, charges and expenses (including legal fees) (the "**Indebtedness**"). Interest will continue to accrue until the date of payment in full and legal fees and disbursements will have been incurred and will continue to be incurred until the date of payment in full, and all such additional amounts are and will be secured by the security.
3. The Secured Party will not have the right to enforce the security until after the expiry of the ten-day period following the sending of this notice, unless the Debtor consents to an earlier enforcement by returning to the Secured Party an executed copy of the attached consent.

[Remainder of page intentionally left blank]

DATED at Toronto, the 18th day of April, 2024.

PORT SEVERN HEIGHTS INC. by its
solicitors **CASELS BROCK &
BLACKWELL LLP**

Per: 

Name: Kwaku Tabi
Title: Partner

**CONSENT TO EARLIER ENFORCEMENT OF SECURITY UNDER SECTION 244(2) OF
THE BANKRUPTCY AND INSOLVENCY ACT (CANADA)**

TO: Port Severn Heights Inc. (the “**Secured Party**”)

RE: Notice of Intention to Enforce Security under Section 244(1) of the *Bankruptcy and Insolvency Act* (Canada) (the “**Act**”), dated April 18, 2024 from the Secured Party (the “**Notice**”)

Capitalized terms used in this consent and waiver and not otherwise defined have meanings given to them in the Notice.

The undersigned hereby acknowledges that it has received the Notice and, in accordance with section 244(2) of the Act, it consents to earlier enforcement by the Secured Party of its Security on the Real Property.

Dated _____, 2024.

1000171168 ONTARIO INC.

By: _____
Name:
Title:

Canada Postes

Post Canada

Registration Receipt (Bulk)**Récépissé recommandation (en nombre)**

This receipt is necessary if enquiry is desired. A presaire en case de reclamation.

Mailed by: Stephanie Fernandes CASSELS BROCK & BLACKWELL LLP Suite 3200, Bay Adelaide Centre – North Tower 40 Temperance St. Toronto, ON M5H 0B4	Dépose par	Stamp of Firm	Timbre ce la maison expedrtnce	Date Stamp of Post Office	Timbre a date du bureau de poste
File # 50745-4					
Stephanie Fernandes # 6483					

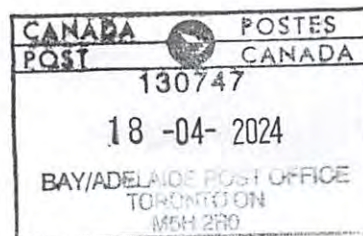
Fragile and perishable articles are not indemnified against damage.

Aucune indemnité ne sera verse pour l'avaire d'un objet fragile ou périssable.

Indemnity and REGISTRATION FEES information is available on request at the Post Office.

Vous pouvez obtenir des renseignements sure les indemnities verses et les DROITS DE RECOMMANDATIONEn vous adressant à votre bureau de poste.

Number Numero	Name	Address
1. R RN 717 447 967 CA	Attention: Office	1000171168 Ontario Inc. 150 Sanford Avenue North, Hamilton, Ontario L8L 5Z6
2. R RN 717 458 837 CA	Attention: Larry Zimmerman	1000171168 Ontario Inc. c/o Zimmerman Associates Barristers and Solicitors 3338 Dufferin Street Toronto, Ontario M6Z 3A4



This is Exhibit "S" referred to in the Affidavit of Michael Florence sworn by Michael Florence of the City of Toronto, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on July 3, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

ROBERT B. COHEN

NOTICE OF SALE UNDER MORTGAGE

TAKE NOTICE that default has been made in payment of the moneys due under a certain Mortgage dated the 5th day of May, 2022, made

Between:

1000171168 ONTARIO INC.

MORTGAGOR

- and -

PORT SEVERN HEIGHTS INC.

MORTGAGEE

on the security of all and singular that certain parcel or tract of land and premises situate, lying and being:

PT LT 30 CON 4 BAXTER PT 2 35R18204; PT LT 30 CON 3 BAXTER PT 1-10 35R18203 EXCEPT PT 1, 2 & 3 ON 35R23914 AND EXCEPT PART 3 35R-25939; GEORGIAN BAY; THE DISTRICT MUNICIPALITY OF MUSKOKA; SUBJECT TO AN EASEMENT OVER PART 4 ON 35R23914 IN FAVOUR OF PT LT 30 CON 3 BAXTER PT 1 ON 35R23914 AS IN MT149718; SUBJECT TO AN EASEMENT OVER PART 4 ON 35R23914 IN FAVOUR OF PT LT 30 CON 3 BAXTER PT 2 ON 35R23914 AS IN MT149719; SUBJECT TO AN EASEMENT OVER PART 4 ON 35R23914 IN FAVOUR OF PT LT 30 CON 3 BAXTER PT 3 ON 35R23914 AS IN MT149720; SUBJECT TO AN EASEMENT OVER PART LOT 30 CONCESSION 3 BAXTER, PART 1 AND 2, 35R25939 AS IN MT256750; bearing PIN 48018-0807 (LT);

which Mortgage was registered on the 5th day of May, 2022, in the Land Registry Office for the Land Titles Division of Muskoka (No. 35) at Bracebridge, Ontario as Instrument No. MT264645.

Said Mortgage was amended by a Discharge of Charge as against that certain parcel or tract of land and premises situate, lying and being:

PT LT 30 CON 4 BAXTER BEING PT 1 PLAN 35R-27136, GEORGIAN BAY; THE DISTRICT MUNICIPALITY OF MUSKOKA;

which Discharge of Charge was dated the 17th day of July, 2023 and registered on the 17th day of July, 2023 in the said Registry Office as Instrument No. MT282425.

The parcel or tract of land and premises remaining subject to the Mortgage is as follows:

PART LOT 30 CONCESSION 4 BAXTER PART 2 35R18204, EXCEPT PART 1 35R27136; PART LOT 30 CONCESSION 3 BAXTER PARTS 1-10 35R18203, EXCEPT PARTS 1, 2 & 3 35R23914 & EXCEPT PART 3 35R25939; SUBJECT TO AN EASEMENT OVER PART 4 35R23914 IN FAVOUR OF PART LOT 30 CONCESSION 3 BAXTER PART 1 35R23914 AS IN MT149718; SUBJECT TO AN EASEMENT OVER PART 4 35R23914 IN FAVOUR OF PART LOT 30 CONCESSION 3 BAXTER PART 2 35R23914 AS IN MT149719; SUBJECT TO AN EASEMENT OVER PART 4 35R23914 IN FAVOUR OF PART LOT 30 CONCESSION 3 BAXTER PART 3 35R23914 AS IN MT149720; SUBJECT TO AN EASEMENT OVER PART LOT 30 CONCESSION 3 BAXTER, PART 1 & 2 35R25939 AS IN MT256750; TOWNSHIP OF GEORGIAN BAY; bearing PIN 48018-0821 (LT)

AND WE HEREBY give you notice that the amount now due on the Mortgage for principal money and interest thereon, appraisal costs, and legal costs respectively is as follows:

Principal owing	\$6,000,000.00
Accrued Interest to April 30, 2024	71,178.08
Credit [Re: September 2023 Appraisal Costs]	(2,132.75)
Appraisal Costs	500.00
Legal Costs (such amount for costs being up to and including the service of this notice only, and thereafter such further costs and disbursements will be charged as may be proper) (HST No. R121379572)	<u>5,500.00</u>
TOTAL	<u>\$6,075,045.33</u>

together with interest at the rate of 4.00% per annum on the principal and interest hereinbefore mentioned, from the 30th day of April, 2024, to the date of payment.

AND UNLESS the said sums are paid on or before the 6th day of June, 2024, the Mortgagee shall sell the property covered by the said Mortgage 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. The Mortgagee expressly reserves all rights, remedies and claims in their entirety pertaining to the Notice of Sale Under Mortgage dated November 29, 2023, issued by the Mortgagee with respect to above-referenced mortgage, any of which may be exercised or pursued at any time and from time to time, and without further notice, in the sole discretion of the Mortgagee, in accordance with the mortgage, or at law or in equity.

DATED at Toronto, this 30th day of April, 2024.

PORT SEVERN HEIGHTS INC.

By its Solicitors:

CASSELS BROCK & BLACKWELL LLP
Barristers and Solicitors
Bay Adelaide Centre – North Tower
Suite 3200
40 Temperance Street
Toronto, Ontario
M5H 0B4

Per: 

(Kwaku Tabi)

Inquiries:

Kwaku Tabi
Telephone No. (416) 869-5436

TO: See Schedule "A" attached

SCHEDULE "A"

TO:

Her Majesty, The Queen
in Right of the Province of Ontario
served upon her Agent
The Ministry of Finance
33 King Street West, 6th Floor
Oshawa, Ontario
L1H 8H5
Attention: Insolvency Unit

AND TO:

1000171168 Ontario Inc.
150 Sanford Avenue North, Attn: Office
Hamilton, ON L8L 5Z6

AND TO:

1000171168 Ontario Inc.
31021-725 College Street
Toronto, ON M6G 4A7

AND TO:

1000171168 Ontario Inc.
c/o Zimmerman Associates
3338 Dufferin Street
Toronto, ON M6Z 3A4

Attn: Lawrence Zimmerman

AND TO:

Udvari Investments Inc.
2 – 379 Gage Avenue
Kitchener, ON N2M 5E1

AND TO:

1614116 Ontario Inc.
c/o Alloy Casting
1-374 Hamilton Road
New Hamburg, ON N3A 2K2

AND TO:

Joe Ward Professional Corporation
309 Frederick Street
Kitchener, ON N2H 2N6

AND TO:

Ginger 3 Investments Inc.
580 Willow Wood Drive
Waterloo, ON N2T 2T5

AND TO:

Bell Mobility Inc.
5099 Creebank Road, 6N
Mississauga, ON L4W 5N2

AND TO:

Bell Mobility Inc.
5099 Creebank Road
Building D, 6th Floor North

Mississauga, ON L4W 5N2

AND TO:

Bell Cellular Inc.

20 Carlson Court

Etobicoke, ON M9W 6V4

Canada Post
Postes Canada

Registration Receipt (Bulk)
This receipt is necessary if enquiry is desired.

Récépissé de recommandation (en nombre)
A presaire en case de réclamation

Mailed By (Name and address of firm)	Dépose par (Nom et adresse de la maison expéditrice)	Stamp of firm	Timbre de la maison expéditrice	Date Stamp of Post Office	Timbre à date du bureau de poste
50745 – 4 (KT) 5784					
Cassels Brock & Blackwell LLP Barristers and Solicitors Bay Adelaide Centre – North Tower Suite 3200 40 Temperance Street Toronto, Ontario M5H 0B4					

Fragile and perishable articles are not indemnified against damage.
Indemnity and REGISTRATION FEES information is available on request at the Post Office

Aucune indemnité ne sera versée pour l'objet fragile ou périssable.
Vous pouvez obtenir des renseignements sur les indemnités versées et les DROITS DE RECOMMANDATION en vous adressant à votre bureau de poste.

Number Numero	Name	Address
RN 717 458 810 CA	Her Majesty, The Queen in Right of the Province of Ontario served upon her Agent The Ministry of Finance <u>Attention: Insolvency Unit</u>	33 King Street West, 6 th Floor Oshawa, Ontario L1H 8H5
RN 717 458 854 CA	1000171168 Ontario Inc.	150 Sanford Avenue North, Attn: Office Hamilton, ON L8L 5Z6
RN 717 458 908 CA	1000171168 Ontario Inc.	31021-725 College Street Toronto, ON M6G 4A7
RN 717 458 899 CA	1000171168 Ontario Inc.	c/o Zimmerman Associates Barristers and Solicitors 3338 Dufferin Street Toronto, Ontario M6Z 3A4 Attention: Lawrence Zimmerman
RN 717 458 885 CA	Udvari Investments Inc.	2 – 379 Gage Avenue Kitchener, ON N2M 5E1

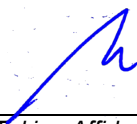


Sheet No. 1 of 2	Feuille No.	No. of articles	Nbre d'objets	Accepted by (Postal Employee's Signature)	Accepté par (Signature de l'employé des Postes)
---------------------	-------------	-----------------	---------------	---	---

R	RN 717 458 871 CA	1614116 Ontario Inc.	c/o Alloy Casting 1-374 Hamilton Road New Hamburg, ON N3A 2K2		
R	RN 717 458 868 CA	Joe Ward Professional Corporation	309 Frederick Street Kitchener, ON N2H 2N6		
R	RN 717 458 960 CA	Ginger 3 Investments Inc.	580 Willow Wood Drive Waterloo, ON N2T 2T5		
R	RN 717 458 823 CA	Bell Mobility Inc.	5099 Creebank Road, 6N Mississauga, ON L4W 5N2		
R	RN 717 458 845 CA	Bell Mobility Inc.	5099 Creebank Road Building D, 6 th Floor North Mississauga, ON L4W 5N2		
R	RN 717 458 911 CA	Bell Cellular Inc.	20 Carlson Court Etobicoke, ON M9W 6V4		
Sheet No. 2 of 2	Feuille No.	No. of articles	Nbre d'objets	Accepted by (Postal Employee's Signature)	Accepte par (Signature de l'employe des Postes)



This is Exhibit "T" referred to in the Affidavit of Michael Florence sworn by Michael Florence of the City of Toronto, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on July 3, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

ROBERT B. COHEN

-0000
Court File No. CV-24-00713711

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

1000171168 ONTARIO INC.

Plaintiff

and

PORT SEVERN HEIGHTS INC.

Defendant



STATEMENT OF CLAIM

TO THE DEFENDANT

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the plaintiff. The Claim made against you is set out in the following pages.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or an Ontario lawyer acting for you must prepare a Statement of Defence in Form 18A prescribed by the *Rules of Civil Procedure*, serve it on the plaintiff's lawyer or, where the plaintiff does not have a lawyer, serve it on the plaintiff, and file it, with proof of service in this court office, WITHIN TWENTY DAYS after this Statement of Claim is served on you, if you are served in Ontario.

If you are served in another province or territory of Canada or in the United States of America, the period for serving and filing your Statement of Defence is forty days. If you are served outside Canada and the United States of America, the period is sixty days.

Instead of serving and filing a Statement of Defence, you may serve and file a Notice of Intent to Defend in Form 18B prescribed by the *Rules of Civil Procedure*. This will entitle you to ten more days within which to serve and file your Statement of Defence.

IF YOU FAIL TO DEFEND THIS PROCEEDING, JUDGMENT MAY BE GIVEN AGAINST YOU IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO DEFEND THIS PROCEEDING BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

IF YOU PAY THE PLAINTIFF'S CLAIM, and \$750 for costs, within the time for serving and filing your Statement of Defence you may move to have this proceeding dismissed by the Court. If you believe the amount claimed for costs is excessive, you may pay the plaintiff's claim and \$400 for costs and have the costs assessed by the Court.

TAKE NOTICE: THIS ACTION WILL AUTOMATICALLY BE DISMISSED if it has not been set down for trial or terminated by any means within five years after the action was commenced unless otherwise ordered by the court.

Date

JAN 29, 2024

Issued by



Local Registrar

Address of
court office:

Superior Court of Justice
330 University Avenue *8th Floor*
Toronto, Ontario
M5G 1R7

TO:

PORT SEVERN HEIGHTS INC.

1858 Avenue Road, Suite 300
Toronto, ON M5M 3Z5

Defendant

CLAIM

1. The Plaintiff claims against Port Severn Heights Inc. (the “**Mortgagee**”):
 - (a) Damages for breach of contract, breach of the duty of good faith in the performance of contractual/economic relations, intentional interference with contractual relations and defamation in the amount of \$3,000,000.00;
 - (b) A declaration that the Notice of Sale Under Mortgage served by the Mortgagee dated November 29, 2023 (the “**Notice of Sale**”) is invalid and should be set-aside;
 - (c) An interim and interlocutory injunction restraining the Mortgagee from:
 - (i) Contacting any of the encumbrancers on title to the property municipally known as

PART LOT 30 CONCESSION 4 BAXTER PART 2 35R18204, EXCEPT PART 1 35R27136; PART LOT 30 CONCESSION 3 BAXTER PARTS 1-10 35R18203, EXCEPT PARTS 1, 2 & 3 35R23914 & EXCEPT PART 3 35R25939; SUBJECT TO AN EASEMENT OVER PART 4 35R23914 IN FAVOUR OF PART LOT 30 CONCESSION 3 BAXTER PART 1 35R23914 AS IN MT149718; SUBJECT TO AN EASEMENT OVER PART 4 35R23914 IN FAVOUR OF PART LOT 30 CONCESSION 3 BAXTER PART 2 35R23914 AS IN MT149719; SUBJECT TO AN EASEMENT OVER PART 4 35R23914 IN FAVOUR OF PART LOT 30 CONCESSION 3 BAXTER PART 3 35R23914 AS IN MT149720; SUBJECT TO AN EASEMENT OVER PART LOT 30 CONCESSION 3 BAXTER, PART 1 & 2 35R25939 AS IN MT256750; TOWNSHIP OF GEORGIAN BAY; bearing PIN 48018-0821 (LT)
 - (ii) Taking any steps to enforce the mortgage against the Lands or the Notice of Sale;

- (d) Punitive damages in the amount of \$75,000.00;
- (e) In the alternative, relief from forfeiture;
- (f) prejudgment interest in accordance with section 128 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended;
- (g) postjudgment interest in accordance with section 129 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended;
- (h) the costs of this proceeding, plus all applicable taxes; and
- (i) Such further and other Relief as to this Honourable Court may seem just.

The Parties

2. The Plaintiff is an Ontario corporation having its head office In Hamilton, Ontario. It owns the Lands.
3. The Mortgagee is the holder of a vendor take back mortgage registered against the Lands in the amount of \$6,000,000.00.

Background

4. The Plaintiff purchased the Lands from the Mortgagee on May 5, 2022 for the sum of \$8,000,000.00, after taking an assignment of the Agreement of Purchase and Sale from the original party to the Agreement of Purchase and Sale with the Mortgagee.
5. A term of the said purchase was that the Mortgagee be entitled to register a vendor take back mortgage for the balance of the purchase price in the amount of \$6,000,000.00.

6. The Mortgage was registered as a Charge on the Lands as instrument no. MT264645 and provided for the following terms:

- (a) Principle: \$6,000,000.00;
- (b) Interest Rate: 4% per annum;
- (c) Payment Due Date: April 14, 2025;
- (d) Additional Provision: “3. In the event the plan of subdivision for the portion of this property comprising the Phase 1 lands (being Plan of Subdivision File S2007-4) is not registered on or before November 4, 2023, there will be a default within the meaning of this Charge.”
- (e) Standard Charge Term 200033 were applicable.

7. Through no fault of the Plaintiff, the application for Plan of Subdivision File S2007-4 remains pending approval by the Township of Georgian Bay and the District of Muskoka.

8. The Plaintiff is not in default of any of the financial terms of the Mortgage.

9. On November 29, 2023, the Mortgagee served the Notice of Sale on the Plaintiff and the other encumbrancers on the Property. The Notice of Sale was served by the Mortgagee’s counsel, Cassels Brock & Blackwell LLP (“Cassels”), and also included a term requiring the Plaintiff to pay the sum of \$16,473.70 to the Mortgagee’s counsel for the Notice of Sale.

Notice of Sale is Improper

10. The Plaintiff has already paid \$33,000.00 of costs demanded by Mortgagee’s counsel to related to an earlier Notice of Sale Under Mortgage dated August 3, 2023 to avoid any financial default but states that the charges asserted by Cassels are grossly excessive and knowingly so.

The Plaintiff commenced an assessment of this fee as Court File No. CV-23-00712045-0000 in the assessment office.

11. However, the Plaintiff submits that the Notice of Sale that is the subject of the within Action is improper and a nullity:

- (a) The terms of the Mortgage, including as set out in Standard Charge Terms 200033 do not permit an exercise of a Notice of Sale or other sale process for a *non-financial* default;
- (b) The *Mortgages Act*, RSO 1990, c M.40, similarly does not permit an exercise of a Notice of Sale or other sale process for a *non-financial* default;
- (c) The Plaintiff's (alleged) default, even if true, is non-financial; and therefore,
- (d) The Mortgagee had no right to serve the Notice of Sale and it is a nullity.

Causes of Action

12. The Plaintiff states that the service of the Notice of Sale by the Mortgagee breached the contractual terms of the Charge or, in the alternative, was an excessive reaction to at best a minor default and therefore constitutes a breach of the reasonable expectation of the parties in the performance of their contractual duties.

13. The Mortgagee knew or ought to have known that they had no right serve the Notice of Sale. However, in serving the improper notice of sale on all the encumbrancers on the Property, the Mortgagee knew or ought to have known that the wrongful Notice of Sale would adversely impact the Plaintiff's contractual and or economic relations with each of the said encumbrancers.

14. The Plaintiff states the Mortgagee's conduct in serving other encumbrancers was intentionally designed to interfere with such relations and to precipitate a "default" with a view to renegotiating the terms of the Mortgage and, particularly, the interest rate fixed at four (4%) percent per annum. This further constitutes an act of bad faith. As such, the Mortgagee has deliberately or carelessly interfered with the Plaintiff's contractual and/or economic relations. Full particulars of this interference will be provided before trial.

15. To further aggravate matters, the Notice of Sale falsely states:

*TAKE NOTICE that a default has been made in payment of the **moneys due** under a certain Mortgage dated the 5th day of May, 2022, made...*

16. This statement is false. In making this false statement, distributed to each of the encumbrancers, the Mortgagee has engaged in the distribution of a false statement which they knew or ought to have known would defame the Plaintiff and, particularly, tend to lower the opinion of the Plaintiff in the eyes of the recipients of the Notice of Sale. The Notice of Sale is thus not only false but defamatory.

17. The statement was not only false but deliberately injurious and for an alternate and improper purpose as aforesaid. This conduct merits a significant punitive damages award. The Plaintiff is content to waive these punitive damages in the event that, within seven (7) days of the service of this Claim, the Mortgagee serve any and all parties who have received service of the Notice of Sale with a letter in a form approved by the Plaintiff:

- (a) Withdrawing the Notice of Sale;
- (b) Advising that the statement of a financial default was erroneous; and,
- (c) Apologizing for any inconvenience.

18. Finally, given the conduct of the Mortgagee, the Plaintiff states that it may require an interim and interlocutory injunction restraining the Mortgagee from in any way acting on any sale process or the Notice of Sale without leave of the Court.

Relief from Forfeiture

19. In the event that the Plaintiff is incorrect in its analysis of the absence of any entitlement to serve the Notice of Sale, which is not admitted but expressly denied, the Plaintiff states that:

- (a) the Mortgagee's conduct was unreasonable;
- (b) the Plaintiff performed its obligations in good faith;
- (c) the alleged breach was trivial – there was one-and-a-half years remaining on the term of the mortgage from the time of the Notice of Sale and no real or potential prejudice to the Mortgagee or the Lands value until that time; and,
- (d) the consequences for the Plaintiff would result in millions of dollars of losses despite the (alleged) breach of a Charge term which had no material consequences for the Mortgagee.

20. In the result, the Plaintiff is entitled to relief from forfeiture in the circumstances.

21. The Plaintiff seeks trial of this action in Toronto, Ontario.

(Date of issue)

Jan 29, 2024

CP LLP

Barristers and Solicitors
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Lawyers for the Plaintiff

1000171168 Ontario Inc.
Plaintiff

-and- PORT SEVERN HEIGHTS INC.
Defendant

0000
Court File No. CV-24-00713711-

ONTARIO
SUPERIOR COURT OF JUSTICE
PROCEEDING COMMENCED AT
TORONTO

STATEMENT OF CLAIM

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Lawyers for the Plaintiff

This is Exhibit "U" referred to in the Affidavit of Michael Florence sworn by Michael Florence of the City of Toronto, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on July 3, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

ROBERT B. COHEN

AMENDED THIS June 27, 2024 PURSUANT TO
MODIFIÉ CE CONFORMÉMENT À

RULE/LA RÈGLE 26.02 (a)

THE ORDER OF _____
L'ORDONNANCE DU _____

DATED / FAIT LE _____

Court File No. CV-24-00713711-0000

Yak
Yak
Yak
REGISTRAR
SUPERIOR COURT OF JUSTICE GREFFIER
COUR SUPÉRIEURE DE JUSTICE

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

1000171168 ONTARIO INC.

**Plaintiff
(Defendant by Counterclaim)**

- and -

PORT SEVERN HEIGHTS INC.

**Defendant
(Plaintiff by Counterclaim)**

**AMENDED
STATEMENT OF DEFENCE AND COUNTERCLAIM**

1. The Defendant (Plaintiff by Counterclaim), Port Severn Heights Inc. ("**Port Severn Heights**"), admits the allegations contained in paragraphs 3, 4, 5, 6 and 9 of the Statement of Claim.
2. Port Severn Heights denies the allegations contained in paragraphs 7, 8, 10, 11, 12, 13, 15, 16, 17, 18, 19 and 20 of the Statement of Claim, except as admitted below.
3. Port Severn Heights has no knowledge in respect of the allegations contained in paragraphs 2 of the Statement of Claim, except as admitted below.

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The Parties

4. The Defendant (Plaintiff by Counterclaim), Port Severn Heights, is a corporation incorporated pursuant to the laws of the Province of Ontario. Port Severn Heights carries on business as a developer of real estate in the Province of Ontario.

5. The Plaintiff (Defendant by Counterclaim), 1000171168 Ontario Inc. (the "**Chargor**"), is a corporation incorporated pursuant to the laws of the Province of Ontario. The principal of the Chargor is Matthew Christie ("**Christie**"), who is an individual with little or no expertise in the development of land or in the building of homes.

6. As set out below, the Chargor provided Port Severn Heights with a vendor take back mortgage on certain lands in the Province of Ontario in connection with an assignment of an agreement of purchase and sale.

Property Acquired in 2005 by Port Severn Heights for Development

7. In December 2005, and through power of sale proceedings, Port Severn Heights became the registered owner of the "**Phase 1 and 2 Property**" (described below), which included abutting and non-severed lands identified herein as the "**Phase 3 Lands**", all of which were being acquired by Port Severn Heights with the intention of developing a large residential subdivision thereon in various phases (the "**Proposed Development**").

8. Over the ensuing years, Port Severn Heights retained lawyers, engineers, planners, and other consultants at considerable expense and effort in order to move forward with the Proposed Development.

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9. Ultimately, and through a series of official plan amendments, zoning by-law amendments, an appeal to the Ontario Municipal Board, negotiations with The District Municipality of Muskoka (the "**District**"), and other steps and processes, and predicated on various promises made on behalf of Port Severn Heights and the District in respect of construction and the allocation of sewer and water for the Proposed Development, Port Severn Heights obtained draft plan approval for the Proposed Development of the Phase 1 and 2 Property, all as set out in the District's Plan of Subdivision File S2007-4 (for Phase 1) and File S2016-1 (for Phase 2).

10. As a consequence of the considerable efforts and expenditure of funds, as aforesaid, Port Severn Heights substantially increased the value of the Phase 1 and 2 Property before its sale to the Chargor, as detailed below.

Agent Orchestrates Sale of Phase 1 and 2 Property

11. In or about October of 2021, a real estate broker and politician named Scott Aitchison ("**Aitchison**") introduced Port Severn Heights to a group of potential purchasers, represented by Ripudaman Dhillon ("**Dhillon**"), who were interested in purchasing and developing the Phase 1 and 2 Property.

12. At the outset, Aitchison and Dhillon introduced Port Severn Heights to Mr. Francisco Batres ("**Batres**"), the Development Manager at Briarwood Homes (a reputable builder of subdivisions), and they advised Port Severn Heights that Batres would be the Development Manager for the Proposed Development if the Phase 1 and 2 Property was sold to Dhillon and his group of purchasers.

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13. Further, Aitchison and Dhillon represented to Port Severn Heights that the group of purchasers were prepared to pay top market price for the Phase 1 and 2 Property, and that the group of purchasers had Briarwood Homes ready to move forward with the Proposed Development on a timely basis to the satisfaction of, among others, the District.

14. As was made known to Aitchison and the group of purchasers, the foregoing representation about the ability of the group of purchasers to move forward with the Proposed Development with a reputable builder on a timely basis was extremely important to Port Severn Heights because of, *inter alia*, the ongoing ownership and interest of Port Severn Heights in developing the abutting Phase 3 Lands as well as the “**Phase 4 Lands**”, as detailed below.

15. Consequently, and in or about October 2021, and through the efforts of Aitchison, and in reliance on the representations, as aforesaid, Port Severn Heights, as Seller, entered into an Agreement of Purchase and Sale (the “**Assigned APS**”) with Dhillon in trust for the group of purchasers, as Buyer, whereby Port Severn Heights agreed to sell, and Dhillon in trust agreed to buy, the Phase 1 and 2 Property, inclusive of the Phase 3 Lands, for the purchase price of \$8 million, subject to the rights of Port Severn Heights to obtain a re-conveyance of the Phase 3 Lands after a severance was obtained therefor, as detailed below.

16. The Assigned APS was subject to a due diligence condition in favour of Dhillon in trust, and in connection therewith, Port Severn Heights and its agents provided Dhillon and his agents with all of the available records and information pertaining to the efforts of

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Port Severn Heights in obtaining conditional site plan approval for the Phase 1 and 2 Property, as aforesaid.

17. Based upon the records and information so delivered by Port Severn Heights and its agents, and based upon the due diligence and investigations about the Proposed Development, as conducted by Dhillon and his agents, Dillon in trust waived the due diligence condition in the Assigned APS and thereby made the Assigned APS firm and binding.

Assignment to the Chargor – Knowledge of Port Severn’s Interests

18. Pursuant to the Assigned APS, the Buyer was entitled to assign the terms of the Assigned APS to a third party before closing. In or about February 2022, Dhillon in trust assigned the Assigned APS to a corporation owned or controlled by Christie, namely, 1279449 B.C. Ltd. (“**Christie BC Corp**”), who in turn assigned the Assigned APS to the Chargor by Assignment Agreement dated April 9, 2022, all as coordinated by Aitchison (the “**Assignment to the Chargor**”).

19. At or before the date of the Assignment to Christie BC Corp. and then to the Chargor, Aitchison advised, and both Christie BC Corp and the Chargor knew, of the interests of Port Severn Heights in the Phase 3 Lands and the Phase 4 Lands. Further, Christie BC Corp and the Chargor were advised by Aitchison, and both Christie BC Corp and the Chargor knew, that was extremely important to Port Severn Heights that BC Corp and the Chargor had the expertise and the wherewithal to complete the Proposed Development on a timely basis and to the satisfaction of, among others, the District.

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20. The Assignment to Christie BC Corp in February 2022 and the Chargor in April 2022 was coordinated by Aitchison without advance notice to and without the involvement of Port Severn Heights. In connection therewith, Christie BC Corp or the Chargor agreed to pay \$12 million to the Dhillon group of purchasers, or as they directed, being a substantial premium above the top market price that was represented to Port Severn Heights, as aforesaid, when Port Severn Heights entered into the Assigned APS with Dhillon in trust at a purchase price of \$8 million.

21. In order to secure the \$ 4 million "lift" negotiated by Aitchison and Dhillon in connection with the Assignment to Christie BC Corp and then to the Chargor, Christie BC Corp and the Chargor agreed to provide, and the Chargor did in fact register, a \$4 million vendor take back mortgage in favour of 1000080373 Ontario Inc., being a corporation owned or controlled by Dhillon and the group of purchasers with whom he entered into the Assigned APS.

22. In any event, and consistent with the knowledge of Aitchison, Christie BC Corp, and the Chargor about the importance of Christie BC Corp and the Chargor being in a position to complete the Proposed Development to the satisfaction of the District and others on a timely basis, as aforesaid, the Assigned APS contained an express provision requiring Christie BC Corp and the Chargor, as assignees, to promptly take all steps, and to obtain all approvals, including the registration of a plan of subdivision for the Phase 1 and 2 Property, at its sole cost and expense.

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23. In connection with the Assignment to Christie BC Corp and then to the Chargor, Christie BC Corp and the Chargor were entitled to receive from Dhillon, and his agents, and Christie BC Corp and the Chargor did in fact receive, all available documentation and information that were required for Christie BC Corp and the Chargor to be in a position to move prudently and efficiently with the continuation of the registration of a plan of subdivision for the Phase 1 and 2 Property, and to enable Christie BC Corp and the Chargor to satisfy any and all conditions imposed in connection therewith on a timely basis.

24. Further, and pursuant to the Assigned APS, Christie BC Corp and the Chargor agreed to convey the Phase 3 Lands to Port Severn Heights, once the severance was obtained, free and clear of any charges or encumbrances registered on title, save and except for the encumbrances that existed prior to closing the sale of the Phase 1 and 2 Property pursuant to the Assigned APS.

The Re-conveyance of the Phase 3 Lands to Port Severn Heights

25. On or about May 4, 2022, the Chargor and Port Severn Heights executed a Phase 3 Agreement of Purchase and Sale (the "**Phase 3 APS**"), which provided for the re-conveyance of the Phase 3 Lands from the Chargor to Port Severn Heights once the required severance from the Phase 1 and 2 Property had been obtained.

26. On or about September 16, 2022, the Township of Georgian Bay Committee of Adjustment (the "**Committee**") issued a Notice of Decision (the "**Severance Decision**") in Consent Application No. B22-12 by which Port Severn Heights sought the Committee's

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consent to the severance of the Phase 1 and 2 Property from the Phase 3 Lands pursuant to section 53(1) of the *Planning Act* (Ontario).

27. In accordance with the Severance Decision, the Committee granted severance of the Phase 1 and 2 Property to permit, among other things, the severance of the Phase 3 Lands on certain terms and conditions.

28. On June 20, 2023, and after complying with the Severance Decision terms and conditions, the Phase 3 Lands were severed from the Property, and the Chargor conveyed title to the Phase 3 Lands to Port Severn Heights, as was permitted by the Severance Decision, and as was required by the Phase 3 APS.

29. Consequently, and as of the date hereof, the Phase 1 and 2 Property (exclusive of the Phase 3 Lands) has been assigned PIN 48018 – 0821 (LT) with the following legal description:

PT LT 30 CON 4 BAXTER PT 2 35R18204; PT LT 30 CON 3 BAXTER PT 1-10 35R18203 EXCEPT PT 1, 2 & 3 ON 35R23914 AND EXCEPT PART 3 35R-25939; GEORGIAN BAY; THE DISTRICT MUNICIPALITY OF MUSKOKA; SUBJECT TO AN EASEMENT OVER PART 4 ON 35R23914 IN FAVOUR OF PT LT 30 CON 3 BAXTER PT 1 ON 35R23914 AS IN MT149718; SUBJECT TO AN EASEMENT OVER PART 4 ON 35R23914 IN FAVOUR OF PT LT 30 CON 3 BAXTER PT 2 ON 35R23914 AS IN MT149719; SUBJECT TO AN EASEMENT OVER PART 4 ON 35R23914 IN FAVOUR OF PT LT 30 CON 3 BAXTER PT 3 ON 35R23914 AS IN MT149720; SUBJECT TO AN EASEMENT OVER PART LOT 30 CONCESSION 3 BAXTER, PART 1 AND 2, 35R25939 AS IN MT256750

The Mortgage – Chargor’s Covenant to Register Plan of Subdivision

30. On or about May 5, 2022, the sale of the Phase 1 and 2 Property (inclusive of the non-severed Phase 3 Lands) from Port Severn Heights to the Chargor was completed.

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At that time, the Chargor registered the Charge/Mortgage bearing Instrument MT264645 (the "**Mortgage**") in favour of Port Severn Heights.

31. The Mortgage is currently registered on title to the Phase 1 and 2 Property, as severed from the Phase 3 Lands, as aforesaid.

32. The Mortgage incorporates the *Land Registration Reform Act* Set of Standard Charge Terms bearing Filing Number 200033 (the "**Standard Charge Terms**"). Port Severn Heights pleads and relies upon the express provisions of the Mortgage, including the express provisions of the Standard Charge Terms.

33. The Mortgage contains the following express terms:

Principal Amount Owing: \$6,000,000

Balance Due Date: April 14, 2025

Interest Rate: 4% per annum payable quarterly as of October 14, 2022

Quarterly Payments: Interest Only

34. Consistent with Christie BC Corp's and the Chargor's obligations prescribed by the Assigned APS, and consistent with Christie BC Corp's and the Chargor's knowledge of the importance to Port Severn Heights that Christie BC Corp and the Chargor complete the Proposed Development to the satisfaction of, among others, the District on a timely basis, as aforesaid, the Mortgage also contains an express provision requiring the Chargor to register a plan of subdivision in respect of the Phase 1 Property, failing which

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the Chargor would then be in default of the Mortgage. In particular, paragraph 3 of the Additional Provisions of the Mortgage (the "**November 2023 Registration Covenant**") provides:

"3. In the event the plan of subdivision for the portion of this property comprising the Phase 1 lands (being Plan of Subdivision File S2007-4) is not registered on or before November 4, 2023, there will be a default within the meaning of this Charge."

Chargor's Default in Registering Plan of Subdivision by November 4, 2023

35. Rather than act in good faith in an attempt to fulfill its obligation to register the prescribed plan of subdivision by November 4, 2023, and despite Christie BC Corp and the Chargor having received all of the documentation and information from Dhillon and his agents to continue with the registration of a plan of subdivision for the Phase 1 Property by November 4, 2023, Christie BC Corp and the Chargor (through the acts or omission of Christie): (i) failed to retain available engineers and planners on a timely basis; (ii) failed to otherwise dedicate time and resources to fulfillment of the November 2023 Registration Covenant; (iii) failed to direct their own engineers, planners or other agents to complete the necessary requirements for the registration of the plan of subdivision by November 4, 2023; and (iv) ultimately breached the November 2023 Registration Covenant.

36. In fact, various professionals who had been retained by Port Severn Heights and who had worked to secure draft plan approval for the Phase 1 and 2 Property, including Tulloch Engineering, offered to continue providing their services to Christie BC Corp and the Chargor so as to put Christie BC Corp and the Chargor in the best position to provide

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final engineering designs, to obtain the requisite clearance letters from various agencies and jurisdictions, and to satisfactorily complete the registration of a plan of subdivision for the Phase 1 and 2 Property on a timely basis. However, and as set out above, Christie BC Corp and the Chargor refused, failed or neglected to retain such professionals, or any other professionals who required to proceed in good faith and on a timely basis.

37. Further, and rather than focus on complying with the November 2023 Registration Covenant, Christie BC Corp and the Chargor focused on marketing, financing and re-selling its interest in the Phase 1 and 2 Property, or a portion thereof, to others, including to Hummel Properties Inc., on condition that Christie BC Corp, the Chargor, or Christie himself receive a substantial gain on any such transaction. The Chargor's efforts, and those of Christie and Christie BC Corp in this regard, created significant obstacles and delays in the Chargor pursuing fulfillment of the November 2023 Registration Covenant.

38. Port Severn Heights pleads that it was an express or implied term of the Assigned APS, the Phase 3 APS, and the Mortgage that the Chargor would act in good faith and in honest performance of its obligations to proceed with the registration of the plan of subdivision for the Phase 1 and 2 Property to the satisfaction of the District and others on a timely basis, and by no later than November 4, 2023; however, the Chargor breached those obligations, as aforesaid, which has caused Port Severn Heights to suffer substantial damages and ongoing risk to Port Severn Heights' rights and interests.

39. In particular, but without limitation, the Chargor's breach of its implied duties of good faith, honest performance, and the November 2023 Registration Covenant have

-12-

caused Port Severn Heights to suffer substantial risk and damages, including by having an extremely negative impact on:

- (a) the value of Port Severn Height's ongoing security, as prescribed by the Mortgage, in the Phase 1 and 2 Property (due to the risk of the Chargor, and any subsequent developers, losing: (i) the allocation of sewer capacity; or (ii) the District's approval of extensions of the draft approved plan of subdivision that would allow a developer to proceed with registration of a residential subdivision, or in the event of the District imposing more onerous conditions so as to significantly reduce the profitability of the development on the Phase 1 and 2 Property in some other fashion); and
- (b) the ability of Port Severn Heights to obtain its own draft plan approval and registration of a plan of subdivision for the Phase 3 Lands (being a parcel of approximately 7 acres, which will be developed with approximately 70 house thereon as part of a large subdivision), and for Port Severn Height's abutting "**Phase 4 Lands**" (being a parcel of approximately 40 acres owned by Port Severn Heights), and to reap the anticipated and substantial financial benefits in respect of both the Phase 3 Lands and the Phase 4 Lands, especially if the District: (i) reduces the allocation of sewer capacity; (ii) refuses to provide extensions for the registration of plans of subdivision; or (iii) imposes more onerous conditions in relation to plans of subdivision which adversely impact the profitability thereof.

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40. The Chargor's ongoing breach of its express and implied duties, as well as the November 2023 Registration Covenant, and the breaches by Christie BC Corp of its obligations pursuant to the Assigned APS, create a particular vulnerability and severe financial injury to Port Severn Heights due to the geographical connectedness of the Phase 1 and 2 Property and the Phase 3 Lands, the historical transactions between Port Severn Heights, Christie BC Corp, the Chargor and others in respect of the Phase 1 and 2 Property and the Phase 3 Lands, and the loss of trust of the District in respect of the development of the Phase 1 and 2 Property, the Phase 3 Lands, and the Phase 4 Lands (once Port Severn Heights moves forward with the development thereof).

41. Pursuant to the terms of the Mortgage, and upon default by the Chargor, Port Severn Heights has the power to accelerate the payment of the Principal and the Interest due, and Port Severn Heights made demand for same shortly after the Chargor's default of the November 2023 Registration Covenant.

42. Port Severn Heights is also entitled to take possession and issue power of sale of the Phase 1 and 2 Property as a consequence of the Chargor's default of the November 2023 Registration Covenant.

Port Severn Heights Properly Issues Notices of Sale for Multiple Defaults

43. In November of 2023, Port Severn Heights served a Notice of Intention to Enforce Security pursuant to section 244 of the *Bankruptcy and Insolvency Act* (Canada), and then, upon the expiry thereof, served a Notice of Sale (the "**Initial Notice of Sale**") in accordance with its legal rights.

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43B. In April of 2024, the Chargor also defaulted in its obligation to pay Port Severn Heights the \$60,000 quarterly interest payment that was due and owing pursuant to the Mortgage.

43C. Accordingly, and in April 2024, Port Severn Heights served a further Notice of Intention to Enforce Security pursuant to section 244 of the *Bankruptcy and Insolvency Act* (Canada), and then, upon the expiry thereof, served a further Notice of Sale (the "**Second Notice of Sale**") in accordance with its legal rights.

44. As of the date hereof, the Chargor has not redeemed the Mortgage, nor has it paid all of the costs in relation to the Chargor's defaults, as aforesaid. As such, the Chargor remains in default of the Mortgage, including its financial terms.

45. Accordingly, Port Severn Heights:

- (a) denies that the Chargor's application for Plan of Subdivision File S2007-4 remains pending "through no fault" of the Chargor, as falsely pleaded in paragraph 7 of the Statement of Claim. As of the date hereof, the Chargor has only obtained tenuous ~~thirty (30) day~~ extensions to obtain registration of the draft plan of subdivision on the Phase 1 Property;
- (b) disputes that the Chargor is not in default of any of the financial terms of the Mortgage, as falsely pleaded in paragraph 8 of the Statement of Claim;

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- (c) denies that the costs demanded by Port Severn Heights are “grossly excessive and knowingly so”, as erroneously pleaded in paragraph 10 of the Statement of Claim; and
- (d) disputes that the Initial Notice of Sale is improper or a nullity, as erroneously pleaded in paragraph 11 of the Statement of Claim.

46. Port Severn Heights also expressly denies that it breached the contractual terms of the Mortgage or the reasonable expectations of the parties in the performance of their contractual duties, as falsely alleged in paragraph 12 of the Statement of Claim.

47. As stated above, the Chargor and Christie BC Corp knew, or ought to have known that their failure to fulfill its express and implied obligations, as aforesaid, and pursuant to the November 2023 Covenant on a timely basis, exposed Port Severn Heights to substantial risk and damages, and the Chargor and Christie BC Corp intentionally, negligently, or recklessly breached those contractual obligations, nonetheless.

48. Accordingly, Port Severn Heights had the right to serve the Initial Notice of Sale, and it was required to serve same on all the encumbrancers of the Phase 1 and 2 Property in order to comply with its obligations pursuant to the *Mortgages Act*, R.S.O. 1990, c. M. 40 and at law.

49. As such, Port Severn Heights denies the allegations in paragraphs 13 and 14 of the Statement of Claim, including without limitation, any allegation that Port Severn Heights was acting outside of its rights, in bad faith, or that it acted carelessly, or with an

-16-

intention to interfere with the contractual or economic relations of the Chargor with any encumbrancers of the Phase 1 and 2 Property.

50. In response to paragraphs 15, 16 and 17 of the Statement of Claim, Port Severn Heights repeats that the Initial Notice of Sale was valid, and that Port Severn Heights proceeded in accordance with its rights and legal obligations in connection with the preparation and service thereof in light of the defaults of the Chargor, as aforesaid.

51. Port Severn Heights disputes that the Chargor is entitled to relief from forfeiture considering, *inter alia*, Christie's knowledge of the representations that were made to and relied upon by Port Severn Heights when it agreed to sell the Phase 1 and 2 Property to Dhillon's group of purchasers through Aitchison, as aforesaid, the deliberate, negligent or reckless breach of Christie BC Corp's and the Chargor's express and implied obligations, including the November 2023 Registration Covenant, the significant risk and damages occasioned to Port Severn Heights thereby, as well as the Chargor's failure to redeem the Mortgage or pay all amounts to which Port Severn Heights was entitled, as referenced in the Initial Notice of Sale and the Second Notice of Sale.

52. Port Severn Heights also denies that the Chargor has suffered any damages resulting from the alleged improper conduct of Port Severn Heights, and Port Severn Heights puts the Chargor to the strict proof thereof.

53. If the Chargor suffered damages, the existence of which is denied, Port Severn Heights pleads that the alleged damages claimed are excessive or remote, and that such alleged damages were not caused by any improper conduct of Port Severn Heights.

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54. Further, Port Severn Heights pleads that the Chargor has failed to reasonably mitigate its alleged damages, or that the Chargor has successfully mitigated its loss, in whole or in part.

55. Accordingly, Port Severn Heights requests that this action be dismissed with costs in favour of Port Severn Heights on a substantial indemnity basis, to include payment of all applicable taxes thereon.

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COUNTERCLAIM

56. The Plaintiff by Counterclaim, Port Severn Heights, seeks the following against the Defendant by Counterclaim, the Chargor:

- (a) a declaration that the Chargor is in default of the Mortgage, and that Port Severn Height lawfully issued the Initial Notice of Sale and the Second Notice of Sale in connection therewith;
- (b) an order for damages against the Chargor for all amounts due and owing under the Mortgage, being the principal amount of \$6,000,000 (the "**Principal**"), plus 4% annual interest payable quarterly thereon ("**Interest**") until paid in full, including such other compensatory damages arising from the Chargor's breach of its express and implied obligations, including the November 2023 Registration Covenant and its obligation to pay the quarterly instalment due on April 14, 2024;
- (c) the appointment of a court-ordered receiver or receiver and manager, without security, to attend to the preservation of value, the listing, and the sale of the Phase 1 and 2 Property by way of vesting order to satisfy all amounts owing by the Chargor to Port Severn Heights in accordance with the Mortgage, along with such other directions as this Honourable Court deems just;
- (d) in the alternative, an order for exclusive possession of the Phase 1 and 2 Property, along with an interim, interlocutory and permanent injunction

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restraining the Chargor from interfering with the rights of Port Severn Heights to enforce all of its default remedies pursuant to the Mortgage and at law;

- (e) pre-judgment and post-judgment interest in accordance with the Mortgage, or alternatively, pursuant to the Courts of Justice Act, R.S.O. 1990, c. C.43, as amended;
- (f) costs of the counterclaim on a substantial indemnity basis, including all applicable taxes thereon; and
- (g) such further and other relief as this Honourable Court deems just.

57. Port Severn Heights repeats and relies upon the allegations in the Amended Statement of Defence in support of the Counterclaim.

58. The Chargor is in default of the Mortgage, and Port Severn Heights is legally entitled to repayment of the Principal, Interest, and to enforce all remedies prescribed by the Initial Notice of Sale and the Second Notice of Sale, the Mortgage, and at law.

59. As a consequence of the Chargor's Default of the November 2023 Registration Covenant, the obligation to pay quarterly interest of \$60,000 on April 14, 2024, and its express and implied obligations of good faith and honest performance, Port Severn Heights has suffered damages over and above the Principal and Interest becoming payable pursuant to the Mortgage.

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60. It is just and convenient that a receiver be appointed to list and sell the Phase 1 and 2 Property as soon as possible as: (i) potential listing agents have advised that they are not willing to act as listing agents for the Phase 1 and 2 Property without the certainty and the assurance that the Phase 1 and 2 Property is subject to court-ordered supervision and sale, especially where the Chargor is disputing the enforcement proceedings that have been initiated by Port Severn Heights, as set out in the Chargor's Statement of Claim; and (ii) the value of the Phase 1 and 2 Property will continue to diminish if the Phase 1 and 2 Property is stigmatized with contentious litigation rather than being subject to a court ordered process which provides transactional certainty to agents and potential purchasers.

61. Port Severn Heights requests that the Counterclaim be heard together with the Chargor's claim, immediately following that claim, or in such other manner as the trial judge directs.

~~February 28, 2024~~
Amended: June 26, 2024

CASSELS BROCK & BLACKWELL LLP
Suite 3200, Bay Adelaide Centre - North Tower
40 Temperance Street
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Robert B. Cohen LSO #: 32187D
Tel: 416.869.5425
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Lawyers for the Defendant, Plaintiff by
Counterclaim

-21-

TO: **CP LLP**
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mcrampton@cpllp.com

Lawyers for the Plaintiff, Defendant by Counterclaim

1000171168 ONTARIO INC.
Plaintiff

and
PORT SEVERN HEIGHTS INC.
Defendant

Court File No. CV-24-00713711-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
PROCEEDING COMMENCED AT
TORONTO

AMENDED
STATEMENT OF DEFENCE AND COUNTERCLAIM

Cassels Brock & Blackwell LLP
Suite 3200, Bay Adelaide Centre - North Tower
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Toronto, ON M5H 0B4

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Lawyers for the Defendant, Plaintiff by Counterclaim

Email for party served:
Elliot Birnboim: ebirnboim@cpllp.com
Michael Crampton: mcrampton@cpllp.com

This is Exhibit "V" referred to in the Affidavit of Michael Florence sworn by Michael Florence of the City of Toronto, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on July 3, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

ROBERT B. COHEN

LAND
 REGISTRY
 OFFICE #35

48018-0821 (LT)

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

PROPERTY DESCRIPTION:

PART LOT 30 CONCESSION 4 BAXTER PART 2 35R18204, EXCEPT PART 1 35R27136; PART LOT 30 CONCESSION 3 BAXTER PARTS 1-10 35R18203, EXCEPT PARTS 1, 2 & 3 35R23914 & EXCEPT PART 3 35R25939; SUBJECT TO AN EASEMENT OVER PART 4 35R23914 IN FAVOUR OF PART LOT 30 CONCESSION 3 BAXTER PART 1 35R23914 AS IN MT149718; SUBJECT TO AN EASEMENT OVER PART 4 35R23914 IN FAVOUR OF PART LOT 30 CONCESSION 3 BAXTER PART 2 35R23914 AS IN MT149719; SUBJECT TO AN EASEMENT OVER PART 4 35R23914 IN FAVOUR OF PART LOT 30 CONCESSION 3 BAXTER PART 3 35R23914 AS IN MT149720; SUBJECT TO AN EASEMENT OVER PART LOT 30 CONCESSION 3 BAXTER, PART 1 & 2 35R25939 AS IN MT256750; TOWNSHIP OF GEORGIAN BAY

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE
 ABSOLUTE

RECENTLY:

DIVISION FROM 48018-0807

PIN CREATION DATE:

2023/08/02

OWNERS' NAMES

1000171168 ONTARIO INC.

CAPACITY SHARE

ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
<i>** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2023/08/02 **</i>						
35R13714	1990/09/10	PLAN REFERENCE				C
LT159172	1990/10/19	NOTICE OF LEASE			BELL CELLULAR INC.	C
LT205088	1998/11/04	NOTICE OF LEASE			BELL MOBILITY CELLULAR INC.	C
35R18203	2000/02/24	PLAN REFERENCE				C
35R18204	2000/02/24	PLAN REFERENCE				C
MT4273	2005/07/18	APL CH NAME INST		BELL MOBILITY CELLULAR INC.	BELL MOBILITY INC.	C
		<i>REMARKS: LT205088</i>				
MT4274	2005/07/18	NO CHNG ADDR INST		BELL MOBILITY INC.		C
		<i>REMARKS: LT205088</i>				
35R23914	2012/07/20	PLAN REFERENCE				C
35R25939	2019/04/15	PLAN REFERENCE				C
MT256750	2021/11/19	TRANSFER EASEMENT	\$2	PORT SEVERN HEIGHTS INC.	BELL MOBILITY INC.	C
MT264643	2022/05/05	TRANSFER	\$8,000,000	PORT SEVERN HEIGHTS INC.	1000171168 ONTARIO INC.	C
		<i>REMARKS: PLANNING ACT STATEMENTS.</i>				
MT264644	2022/05/05	CAU AGR PUR & SALE		*** DELETED AGAINST THIS PROPERTY *** 1000171168 ONTARIO INC.	PORT SEVERN HEIGHTS INC.	
		<i>REMARKS: EXPIRES 60 DAYS FROM 2027/05/04</i>				

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.

LAND
REGISTRY
OFFICE #35

48018-0821 (LT)

PREPARED FOR loliveira
ON 2024/06/17 AT 16:03:15

* 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
MT264645	2022/05/05	CHARGE	\$6,000,000	1000171168 ONTARIO INC.	PORT SEVERN HEIGHTS INC.	C
MT264646	2022/05/05	CHARGE		*** DELETED AGAINST THIS PROPERTY *** 1000171168 ONTARIO INC.	1000080373 ONTARIO INC.	
MT281288	2023/06/20	WITHDRAWAL CAUTION		*** DELETED AGAINST THIS PROPERTY *** PORT SEVERN HEIGHTS INC.		
	REMARKS: MT264644.					
MT287691	2023/11/17	CHARGE	\$3,000,000	1000171168 ONTARIO INC.	UDVARI INVESTMENTS INC. 1614116 ONTARIO INC. JOE WARD PROFESSIONAL CORPORATION GINGER 3 INVESTMENTS INC.	C
MT287692	2023/11/17	NO ASSGN RENT GEN		1000171168 ONTARIO INC.	UDVARI INVESTMENTS INC. 1614116 ONTARIO INC. JOE WARD PROFESSIONAL CORPORATION GINGER 3 INVESTMENTS INC.	C
	REMARKS: MT287691					
MT287707	2023/11/17	DISCH OF CHARGE		*** COMPLETELY DELETED *** 1000080373 ONTARIO INC.		
	REMARKS: MT264646.					

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

This is Exhibit "W" referred to in the Affidavit of Michael Florence sworn by Michael Florence of the City of Toronto, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on July 3, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

ROBERT B. COHEN

Ho, Susanna

From: Cohen, Robert
Sent: Tuesday, June 11, 2024 2:46 PM
To: Ben Blay
Subject: RE: Honey Harbour - Port Severn - Motion to Appoint a Receiver [IWOV-LEGAL.FID4729770]
Attachments: Notice of Motion to Appoint Receiver-Moving Party-Port Severn-11-JUN-2024 (returnable 20-Sept-2024).pdf

Ben,

Further to our emails below, I have received instructions to bring a motion to appoint a receiver, and I obtained a hearing date from CPC court today. The motion is scheduled to be heard on Friday, September 20, 2024 (an urgent hearing date). Attached is a copy of my client's Notice of Motion. My Motion Record is due for service on or before July 5, 2024, and Christie's responding record is due August 12, with cross-examinations to be conducted by August 26th.

As your clients have an interest in the property (by way of their second mortgage), I expect that I will arrange for service of the motion materials on your client. Please advise if you can accept service of these motion materials for your clients.

I would also appreciate hearing from you as to whether your clients support the appointment of a receiver. We do not expect a receivership to be costly (just to list and sell the property by court order). Please consider and advise at your earliest opportunity.

Regards,
 Bob

Cassels | ROBERT COHEN
 Partner
 t: +1 416 869 5425
 e: rcohen@cassels.com

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 Suite 3200, Bay Adelaide Centre – North Tower
 40 Temperance St.
 Toronto, ON M5H 0B4 Canada

From: Cohen, Robert
Sent: Thursday, March 28, 2024 1:38 PM
To: Ben Blay <bblay@scottpetrie.com>
Subject: Re: Honey Harbour - Port Severn [IWOV-LEGAL.FID4729770]

Thanks for your response Ben.

From a practical perspective, it is too hard to list and sell the property when Christie has commenced a claim to contest the validity of the NOS based on a non-monetary default (mortgagor's non-registration of the plan by the November 2023 deadline). We therefore want to provide certainty to agents and purchasers through a court appointed receiver. However, we do not have a contractual right to appoint a receiver, so we will have to apply to the court for an equitable receiver (subject to court discretion and subject to relief from forfeiture issues).

Christie continues to obtain 30 day extensions from the Town to register the plan. This will be raised by Christie in support of his position. This is a moving target as the Town may stop extensions.

We may bring the receivership motion in the coming weeks (especially if Christie defaults on the April mortgage payment).

Bob

Robert B. Cohen
Partner

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Bay Adelaide Centre
North Tower
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Toronto, Ontario
M5H 0B4

mobile (416) 624-4239
office (416) 869-5425

All solicitor-client and other privileges are fully reserved on this iPhone.

On Mar 28, 2024, at 1:22 PM, Ben Blay <bblay@scottpetrie.com> wrote:

CAUTION: External Email

Thank you Robert. I'll make inquiries. I do not think they issued an NOS because they knew the 1st had.

I'm not sure I understand the rationale for the receiver. If your client's position is sound, can they not just rely on the NOS (after the court blesses its validity and, presumably, denies that the plaintiff is entitled to relief from forfeiture)?

BEN BLAY | [Scott Petrie LLP](#) | Direct: (519) 433-0073

From: Cohen, Robert <rcohen@cassels.com>
Sent: Thursday, March 28, 2024 1:04 PM
To: Ben Blay <bblay@scottpetrie.com>
Subject: RE: Honey Harbour - Port Severn [IWOV-LEGAL.FID4729770]

Thanks. Any update on your end (has your client served a Notice of Sale) or taken any other steps arising from the default?

My client has served a counterclaim seeking, among other relief, the appointment of a receiver. See attached, fyi.

Bob

Cassels | **ROBERT COHEN**
Partner
t: +1 416 869 5425
e: rcohen@cassels.com

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 Suite 3200, Bay Adelaide Centre – North Tower
 40 Temperance St.
 Toronto, ON M5H 0B4 Canada

From: Ben Blay <bblay@scottpetrie.com>
Sent: Thursday, March 28, 2024 12:42 PM
To: Cohen, Robert <rcohen@cassels.com>
Subject: FW: Honey Harbour - Port Severn [IWOV-LEGAL.FID4729770]

CAUTION: External Email

Robert,

I received your vm. I'm in examinations at the moment, but our exchange is below.

BEN BLAY | [Scott Petrie LLP](https://scottpetrie.com) | Direct: (519) 433-0073

From: Cohen, Robert <rcohen@cassels.com>
Sent: Tuesday, February 20, 2024 11:24 AM
To: Ben Blay <bblay@scottpetrie.com>
Subject: RE: Honey Harbour - Port Severn [IWOV-LEGAL.FID4729770]

Hi Ben,
 Kwaku is on a leave of absence for a few weeks (new baby).
 Port Severn is in litigation over the validity of the power of sale proceedings commenced by my client.
 We have not yet finalized the pleadings, though.
 Bob

<image001.png>

ROBERT COHEN
 Partner
 t: +1 416 869 5425
 e: rcohen@cassels.com

Cassels Brock & Blackwell LLP | cassels.com
 Suite 3200, Bay Adelaide Centre – North Tower
 40 Temperance St.
 Toronto, ON M5H 0B4 Canada

From: Ben Blay <bblay@scottpetrie.com>
Sent: Sunday, February 18, 2024 11:49 AM
To: Cohen, Robert <rcohen@cassels.com>
Subject: RE: Honey Harbour - Port Severn [IWOV-LEGAL.FID4729770]

CAUTION: External Email

Good morning Robert,

I act for the mortgagees you refer to below. Mr Ward forwarded your e-mail to me.

Is Mr Tabi no longer acting for Port Severn Heights Inc.? He and I exchanged some correspondence with respect to your client's enforcement in early January.

In any event, the short answer to your question is that the second is in default by virtue of the first being in default. Could you provide me with an update on the status of this matter? When Mr Tabi and I last corresponded, I believe he had indicated an intention of the first mortgagee to obtain an appraisal.

Regards,

BEN BLAY | [Scott Petrie LLP](#) | Direct: (519) 433-0073

From: Cohen, Robert <rcohen@cassels.com>
Sent: Friday, February 16, 2024 1:01 PM
To: Joe Ward <joe@joewardlaw.com>
Subject: Honey Harbour - Port Severn [IWOV-LEGAL.FID4729770]

Dear Mr. Ward,

I am legal counsel to Port Severn Heights Inc., which holds a first mortgage on title to the Port Severn property bearing PIN 48018-0821 LT. In a recent search of title to that property, I note that you registered a mortgage in favour of a number of mortgagees, namely, UDVARI Investments Inc., 1614116 Ontario Inc., Joe Ward Professional Corporation, and Ginger 3 Investments Inc. on November 17, 2023. An excerpt from that registration is set out below.

Would you please advise as to the current status of this mortgage. Is it currently in good standing?

LRO # 35 Charge/Mortgage

F

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

Properties

PIN	48018 - 0821	LT	Interest/Estate	Fee Simple
Description	PART LOT 30 CONCESSION 4 BAXTER PART 2 35R18204, 35R27136; PART LOT 30 CONCESSION 3 BAXTER PARTS PARTS 1, 2 & 3 35R23914 & EXCEPT PART 3 35R25939; SI OVER PART 4 35R23914 IN FAVOUR OF PART LOT 30 CO PART 1 35R23914 AS IN MT149718; SUBJECT TO AN EASEM 35R23914 IN FAVOUR OF PART LOT 30 CONCESSION 3 B AS IN MT149719; SUBJECT TO AN EASEMENT OVER PAR OF PART LOT 30 CONCESSION 3 BAXTER PART 3 35R231 SUBJECT TO AN EASEMENT OVER PART LOT 30 CONCE & 2 35R25939 AS IN MT256750, TOWNSHIP OF GEORGIAN			
Address	74 HONEY HARBOUR ROAD PORT SEVERN			

I look forward to hearing from you at your earliest convenience.

Sincerely,

<image001.png>

ROBERT COHEN

Partner

t: +1 416 869 5425

m: +1 416 624 4239

e: rcohen@cassels.com

Cassels Brock & Blackwell LLP | cassels.com

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us immediately by reply email and permanently delete the original transmission from us, including any attachments, without making a copy.

Court File No. CV-24-00713711-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

1000171168 ONTARIO INC.

**Plaintiff
(Defendant by Counterclaim)**

- and -

PORT SEVERN HEIGHTS INC.

**Defendant
(Plaintiff by Counterclaim)**

NOTICE OF MOTION

The Defendant (Plaintiff by Counterclaim), Port Severn Heights Inc. (“**Port Severn**”), will bring a motion to a judge on Friday, September 20, 2024 at 10:00 am, or as soon thereafter as the motion may be heard at 330 University Avenue, Toronto, Ontario.

PROPOSED METHOD OF HEARING: The Motion is to be heard (*choose appropriate option*)

In writing under subrule 37.12.1(1) because it is
[insert on consent, unopposed or made without notice];

In writing as an opposed motion under subrule 37.12.1(4);

-2-

- In person;
- By telephone conference;
- By video conference.

at the following location

Superior Court of Justice, 330 University Avenue, Toronto, ON M5G 1R7

THE MOTION IS FOR:

- (a) the appointment of a receiver, or a receiver-manager (the “**Receiver**”), over the subject property (the “**Property**”) described below, with all of the powers to enter into the listing and sale of the Property as the Receiver deems fit, including those referenced in **Schedule “A”** hereto, or as otherwise ordered by this Honourable Court;
- (b) an order enjoining the Plaintiff, 1000171168 Ontario Inc. (the “**Borrower**”), from interfering with the listing and sale of the Property by the Receiver, or by Port Severn, as mortgagee;
- (c) costs of the cross-motion on a substantial indemnity basis; and
- (d) such further and other relief as to this Honourable Court may seem just.

-3-

THE GROUNDS FOR THE MOTION ARE:

2. The Borrower is the registered owner of the Property, which is a property that was being developed by Port Severn over many years, and which is legally known as:

PART LOT 30 CONCESSION 4 BAXTER PART 2 35R18204, EXCEPT PART 1 35R27136; PART LOT 30 CONCESSION 3 BAXTER PARTS 1-10 35R18203, EXCEPT PARTS 1, 2 & 3 35R23914 & EXCEPT PART 3 35R25939; SUBJECT TO AN EASEMENT OVER PART 4 35R23914 IN FAVOUR OF PART LOT 30 CONCESSION 3 BAXTER PART 1 35R23914 AS IN MT149718; SUBJECT TO AN EASEMENT OVER PART 4 35R23914 IN FAVOUR OF PART LOT 30 CONCESSION 3 BAXTER PART 2 35R23914 AS IN MT149719; SUBJECT TO AN EASEMENT OVER PART 4 35R23914 IN FAVOUR OF PART LOT 30 CONCESSION 3 BAXTER PART 3 35R23914 AS IN MT149720; SUBJECT TO AN EASEMENT OVER PART LOT 30 CONCESSION 3 BAXTER, PART 1 & 2 35R25939 AS IN MT256750; TOWNSHIP OF GEORGIAN BAY; bearing PIN 48018-0821 (LT)

3. Port Severn holds a first mortgage on title to the Property, which was registered as Instrument No. MT264645 (the "**Mortgage**") on May 5, 2022.

4. The Mortgage was granted by the Borrower to Port Severn as a vendor take back mortgage.

5. The principal amount owing pursuant to the Mortgage is \$6,000,000, and interest is payable quarterly by the Borrower at the rate of 4% per annum (ie. \$60,000 per quarter) as of October 14, 2022.

6. The term of the Mortgage expires April 14, 2025.

7. The Mortgage incorporates the *Land Registration Reform Act* Set of Standard Charge Terms bearing Filing Number 200033 (the "**Standard Charge Terms**").

-4-

8. Paragraph 3 of the Additional Provisions of the Mortgage provides that the Borrower was required to register a plan of subdivision for the portion of the Property comprising the Phase 1 lands (being Plan of Subdivision File S2007-4) on or before November 4, 2023 (the “**November 2023 Registration Covenant**”), failing which the Borrower would be in default of the Mortgage.

9. The November 2023 Registration Covenant was of extreme importance to Port Severn, both in terms of maintaining the value of the Property (and the security provided by way of the Mortgage), as well as maintaining the value of Port Severn’s interest in the abutting lands, which Port Severn intends to develop.

10. The Borrower breached the November 2023 Registration Covenant (“**Default 1**”), and Port Severn commenced power of sale proceedings in respect of Default 1 in November 2023 by serving appropriate notices pursuant to both the *Bankruptcy and Insolvency Act* and the *Mortgages Act* (Ontario).

11. Over and above Default 1, the Borrower did not pay the quarterly interest payment of \$60,000 which was due on April 14, 2024 (“**Default 2**”). Accordingly, Port Severn commenced power of sale proceedings in respect of Default 2 in April 2024 by serving appropriate notices pursuant to both the *Bankruptcy and Insolvency Act* and the *Mortgages Act* (Ontario).

12. In these proceedings, the Borrower is unlawfully challenging the right of Port Severn to proceed with its mortgage remedies, despite Default 1 and Default 2.

-5-

13. Without the appointment of the Receiver, Port Severn's ability to effectively exercise its mortgage remedies will be frustrated by the Borrower, especially because both a listing agent and a purchaser will be hesitant or will otherwise be disinclined to enter into listing and sale transactions in light of the interference and uncertainty being created by the Borrower.

14. It is just or convenient that the Receiver be appointed to list and sell the Property under the circumstances.

15. The *Courts of Justice Act*, R.S.O. 1990, c. C.43, section 101.

16. The *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B. 3, section 243.

17. Rule 41 of the *Rules of Civil Procedure*.

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

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

- (a) The Affidavit of Mike Florence, sworn;
- (b) The evidence of Port Severn's planners, engineers and/or real estate agents;
- (c) The transcripts from the cross-examination of Matthew Christie;

-6-

- (d) The Consent of Bryan Tannenbaum, FCPA, FCA, FCIRP, LIT, Managing Director of TDB Restructuring Limited, to act as the Receiver; and
- (e) Such further and other documentary evidence as counsel may advise and this Honourable Court permits.

June 11, 2024

CASSELS BROCK & BLACKWELL LLP
Suite 3200, Bay Adelaide Centre - North Tower
40 Temperance Street
Toronto, ON M5H 0B4

Robert B. Cohen LSO #: 32187D
Tel: 416.869.5425
rcohen@cassels.com

Lawyers for the Defendant (Plaintiff by
Counterclaim)

TO: **CP LLP**
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M5K 1G8

Elliot Birnboim LSO #: 32750M
Tel: 416.368.6200
ebirnboim@cpllp.com

Michael Crampton LSO #: 74512G
Tel: 416.368.6200
mcrampton@cpllp.com

Lawyers for the Plaintiff (Defendant by Counterclaim)

Baxter Pt 2 35R18204; Pt Lt 30 Con 3 Baxter Pt 1-10 35R18203 Except Pt 1, 2 & 3 On 35R23914, Except Part 3 35R-25939 and Except Part 1 3R-27136; Georgian Bay; The District Municipality of Muskoka; Subject to an Easement over Part 4 on 35R23914 in favour of Pt Lt 30 Con 3 Baxter Pt 1 on 35R23914 as in MT149718; Subject to an Easement over Part 4 on 35R23914 in favour of Pt Lt 30 Con 3 Baxter Pt 2 on 35R23914 as in MT149719; Subject to an Easement over Part 4 on 35R23914 in favour of Pt Lt 30 Con 3 Baxter Pt 3 on 35R23914 As In MT149720; Subject to an Easement over Part Lot 30 Concession 3 Baxter, Part 1 And 2, 35R25939 as in MT256750 (the “**Property**”) owned by 1000171168 Ontario Inc. (the “**Debtor**”), was heard this day at Toronto, Ontario.

AND ON READING the Affidavits of Matthew Christie and Don Manson, the transcripts from their cross-examinations, the Facta of the parties, and on hearing the submissions of the lawyers for the parties,

AND ON READING the Consent of TDB Restructuring Limited (“**TDB**” or the “**Receiver**”) to act as the Receiver,

SERVICE

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

APPOINTMENT

2. **THIS COURT ORDERS** that pursuant to section 243(1) of the BIA and section 101 of the CJA, TDB is hereby appointed Receiver, without security, of 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 engaging of independent security personnel and the placement of such insurance coverage as may be necessary or desirable;
- (c) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (d) to settle, extend or compromise any indebtedness owing to the Debtor, with respect to the Property;
- (e) 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;
- (f) 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 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;

- (g) 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;
- (h) 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;
- (i) 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;
- (j) to consult with Port Severn on all matters relating to the Property and the receivership, subject to such terms as to confidentiality as the Receiver deems advisable;
- (k) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (l) to apply for any permits, licences, approvals or permissions with respect to the Property as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;

- (m) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor; and
- (n) 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, shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being “**Persons**” and each being a “**Person**”) shall grant immediate and continued access to the Property to the Receiver, and shall deliver the Property to the Receiver upon the Receiver’s request.

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

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

NO PROCEEDINGS AGAINST THE RECEIVER

7. **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 PROPERTY

8. **THIS COURT ORDERS** that no Proceeding against or in respect of 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 Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

9. **THIS COURT ORDERS** that all rights and remedies against the Receiver, or affecting the Property, including, without limitation, licenses and permits, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any

“eligible financial contract” as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtor, to carry on any business which the Debtor, is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtor, from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

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

RECEIVER TO HOLD FUNDS

11. **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, 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.

LIMITATION ON ENVIRONMENTAL LIABILITIES

12. **THIS COURT ORDERS** that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, “**Possession**”) of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other

contamination including, without limitation, the *Canadian Environmental Protection Act*, the Ontario *Environmental Protection Act*, the *Ontario Water Resources Act*, or the Ontario *Occupational Health and Safety Act* and regulations thereunder (the “Environmental Legislation”), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver’s duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER’S LIABILITY

13. **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

14. **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.

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

16. **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

17. **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow from Port Severn Heights 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 \$● (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, fees, 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.

18. **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.

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

20. **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

21. **THIS COURT ORDERS** that The Guide Concerning Commercial List E-Service (the "**Protocol**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <https://www.ontariocourts.ca/scj/practice/practice-directions/toronto/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, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL **[Insert TDB website link once available]**.

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

GENERAL

23. **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.

24. **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.

25. **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.

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

27. **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.

28. **THIS COURT ORDERS** that this Order is effective from today's date and it is not required to be entered.

SCHEDULE "A"
RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that TDB Restructuring Limited, the receiver over the lands legally described as Pt Lt 30 Con 4 Baxter Pt 2 35R18204; Pt Lt 30 Con 3 Baxter Pt 1-10 35R18203 Except Pt 1, 2 & 3 On 35R23914, Except Part 3 35R-25939 and Except Part 1 3R-27136; Georgian Bay; The District Municipality of Muskoka; Subject to an Easement over Part 4 on 35R23914 in favour of Pt Lt 30 Con 3 Baxter Pt 1 on 35R23914 as in MT149718; Subject to an Easement over Part 4 on 35R23914 in favour of Pt Lt 30 Con 3 Baxter Pt 2 on 35R23914 as in MT149719; Subject to an Easement over Part 4 on 35R23914 in favour of Pt Lt 30 Con 3 Baxter Pt 3 on 35R23914 As In MT149720; Subject to an Easement over Part Lot 30 Concession 3 Baxter, Part 1 And 2, 35R25939 as in MT256750 (the "**Property**") owned by 1000171168 Ontario Inc. (the "**Debtor**") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated the ___ day of _____, 2024 (the "**Order**") made in a motion having Court File number CV-24-00713711-0000, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$ _____, being part of the total principal sum of \$ _____ which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded 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

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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 _____, 2024

TDB Restructuring Limited, solely in its capacity as Receiver of the Property, and not in its personal capacity

Per: _____
 Name:
 Title:

1000171168 ONTARIO INC
Plaintiff (Defendant by Counterclaim)

and PORT SEVERN HEIGHTS INC.
Defendant (Plaintiff by Counterclaim)

Court File No. CV-24-00713711-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
PROCEEDING COMMENCED AT
TORONTO

ORDER
(Appointing Receiver)

Cassels Brock & Blackwell LLP

Suite 3200, Bay Adelaide Centre - North Tower
40 Temperance Street
Toronto, ON M5H 0B4

Robert B. Cohen LSO #: 32187D

Tel: 416.869.5425

rcohen@cassels.com

Lawyers for the Defendant (Plaintiff by Counterclaim)

Email for party served:

Elliot Birnboim for 1000171168 Ontario Inc. at
ebirnboim@cpllp.com:

1000171168 ONTARIO INC.
Plaintiff

and **PORT SEVERN HEIGHTS INC.**
Defendant

Court File No. CV-24-00713711-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT
TORONTO

NOTICE OF MOTION

Cassels Brock & Blackwell LLP
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Lawyers for the Defendant (Plaintiff by Counterclaim)

Email for party served:
Elliot Birnboim: ebirnboim@cpllp.com
Michael Crampton: mcrampton@cpllp.com

This is Exhibit "X" referred to in the Affidavit of Michael Florence sworn by Michael Florence of the City of Toronto, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on July 3, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

ROBERT B. COHEN



Bryan A. Tannenbaum, FCPA, FCA, FCIRP, LIT

Managing Director
 TDB Restructuring Limited
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 416-238-5055



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Bryan is now a Managing Director of TDB Restructuring Limited. He was previously a Senior Partner of RSM Canada LLP and President of RSM Canada Limited. He is a seasoned restructuring professional and practices primarily in the corporate restructuring, recovery, and insolvency areas. A Licensed Insolvency Trustee (LIT), he provides leadership, effective strategies and resolutions in corporate reorganizations, business investigations, receivership assignments, proposals, bankruptcy matters and liquidations.

Bryan was also the Managing Partner of Mintz & Partners LLP, a leading Middle-Market accounting and advisory firm, prior to its January 2008 merger with Deloitte. While at Deloitte, he served as leader of Financial Advisory Services for the Canadian Private Client Services Marketplace.

While his experience spans a spectrum of industries (manufacturing/distribution, consumer products, IT, non-profit), Bryan has significant real estate experience in land development and the construction/management of residential, commercial, industrial and hospitality properties. In addition, he has worked as a project manager for a major home builder in London, Ontario, building single family homes in various sub-divisions. **Further details relating to Bryan's various real estate assignments are attached.**

As one of Canada's leading restructuring professionals, he has successfully assisted a broad range of companies and clients with restructuring issues. He has helped mediate shareholder, partnership, and joint venture disputes, as well as provided insight and strategic advice to the business and financial community, including banks, mortgage companies, insurance companies and law firms. Bryan has authored numerous articles on insolvency, construction lien (articles appearing in Ontario Home Builder Magazine) and mediation matters. He has also lectured on insolvency matters at the Schulich School of Business, York University, the Credit Institute of Canada, and the National Association of Credit Management (US). Recently, Bryan participated as a panelist on a Bisnow Webinar – **“Triaging Commercial Real Estate – Best Approaches from Industry Experts”** and CAIRP Webinar – **“Real Estate Development in a COVID Environment.”**

Bryan has been widely honoured for his noteworthy contribution to his profession and to the community. He was elected to the Institute Fellowship, Institute of Chartered Accountants of Ontario in 2000 and is entitled to use the FCA designation – the highest designation conferred by the Institute. Bryan was also elected a Fellow of the Canadian Association of Insolvency and Restructuring Professionals (CAIRP) in recognition for his distinguished service to the Association and the profession. He is now entitled to use the distinguished certification mark Fellow Chartered Insolvency and Restructuring Professional (FCIRP). Very few members hold these prestigious honours.

Bryan received his Honours Bachelor of Arts in Business Administration, University of Western Ontario (Ivey School of Business), London, Ontario, Canada.



Summary of Real Estate Industry Expertise (Residential, Commercial, Industrial)

This sets out the insolvency assignments and estate administrations in which Bryan A. Tannenbaum has had significant involvement.

Please note that the following references are of public record enabling the disclosure of the assignments. In situations where the assignment may not have been in the public domain, the assignments are denoted as “confidential client”.

Assignment (address)	Description
2807823 Ontario Inc. (142 Queenston Street, St. Catharines, Ontario)	<ul style="list-style-type: none"> • Court-Appointed Receiver of a mixed-use development site proposed to be developed into several 10 to 14 storey midrise buildings and 3 to 4 storey townhouse units, consisting 912 residential units with residential gross floor area of 820,533 square feet and commercial gross floor area of 32,743 square feet; secured indebtedness (mortgages) in excess of \$10.0 million.
Village Developments Inc. (485, 501 and 511 Ontario St. South, Milton, Ontario)	<ul style="list-style-type: none"> • Court-Appointed Receiver of development site to construct a 6-storey residential apartment building with a gross floor area of approximately 279,000 square feet; secured indebtedness (mortgages) in excess of \$16.0 million.
Stateview Homes (Hampton Heights) Inc. (39 Auburn Court and 2, 4, 6 and 8 Teck Road, Barrie, Ontario)	<ul style="list-style-type: none"> • Court-Appointed Receiver of a residential land parcel with 18 partially-constructed single detached homes; secured by mortgage indebtedness in excess of \$11.0 million.
Richmond Hill Re-Dev Corporation	<ul style="list-style-type: none"> • Court-Appointed Receiver of a mid-rise residential development site located at 115 and 119 Church Street and 64 and 72 Major Mackenzie Drive East, Richmond Hill, Ontario; secured indebtedness (mortgages) in excess of \$9.0 million.
12252856 Canada Inc.	<ul style="list-style-type: none"> • Court-Appointed Receiver of undeveloped land zoned for 178 stacked townhomes located at 201, 227 and 235 King Road, Richmond Hill, Ontario; secured indebtedness (mortgages) in excess of \$20 million.
134, 148, 152, 184/188, 214, 224 and 226 Harwood Avenue South, Ajax, Ontario	<ul style="list-style-type: none"> • Court-Appointed Receiver of residential development site and commercial condominium units situated on a main street in Ajax; secured indebtedness (mortgages) registered on title in excess of \$8.8 million.
Areacor Inc. (11–15 Cannon St. W., Hamilton, ON)	<ul style="list-style-type: none"> • Court-Appointed Receiver re partially constructed mid-rise residential development site located in downtown Hamilton; secured indebtedness (mortgages) registered on title in excess of \$6.8 million.
6532 and 6544 Winston Churchill Boulevard, Mississauga, Ontario	<ul style="list-style-type: none"> • Court-Appointed Receiver of a 1.436 acre infill residential development site, situated on a major thoroughfare in the Meadowvale West neighborhood in Mississauga; secured indebtedness (mortgages) registered on title in excess of \$8 million.
2088556 Ontario Inc., 935860 Ontario Limited and Greenvilla (Sutton) Investment Limited	<ul style="list-style-type: none"> • Private receiver re 65 acres of land in the town of Georgina, Ontario; the land is to be serviced and then developed into a multi-phase, 194-lot subdivision to be known as Cedar Ridge; secured indebtedness (mortgages) in excess of \$25 million; receiver to have land serviced and sold to a pre-existing purchaser.
Estate of PC (3344,3364, 3466 and 3575 Mavis Rd., Mississauga, Ontario)	<ul style="list-style-type: none"> • Consultant to Estate Trustees regarding the sale of four commercial properties in which the Estate holds an interest. The properties are currently on the market or will be listed for sale imminently.



Assignment (address)	Description
160, 162, 166, 170, 174 – 178 and 186 Main Street, Unionville, Ontario	<ul style="list-style-type: none"> • Court-Appointed Receiver of five commercial parcels containing retail and office uses in historic Main Street Unionville; secured indebtedness (mortgages) in excess of \$17 million.
9113 & 9125 Bathurst St., Richmond Hill, Ontario	<ul style="list-style-type: none"> • Court-Appointed Receiver and Manager of vacant undeveloped land located on two adjacent sites intended to build 19 to 22 town houses on 1.16 acres (gross floor area of approximately 39,000 sq. ft.); secured indebtedness (mortgages) in excess of \$9.0 million.
110, 112, 114 and 116 Avenue Rd., Toronto, Ontario	<ul style="list-style-type: none"> • Court-Appointed Receiver and Manager of four adjacent properties for redevelopment on the west side of Avenue Road, just south of Davenport Road, Toronto, Ontario; approximately 0.4 acres; secured indebtedness (mortgages) in excess of \$15 million.
Penady (Barrie) Ltd. (Duckworth Street and Cundles Rd. East and Highway 400 in the north of Barrie, Ontario)	<ul style="list-style-type: none"> • Court-Appointed Receiver and Manager re a Big Box Retail Centre comprising 222,711 square feet of gross leasable area in two components, the North parcel and the South parcel, on a 21.42 acre site; secured indebtedness (mortgages) in excess of \$70.0 million.
RSV Investments Inc.	<ul style="list-style-type: none"> • Court-Appointed Receiver and Manager of a company owing property located in Thornbury, Ontario. The property consisted of a retail outlet for a butcher shop business, selling meat and ancillary products online.
Fernwood Developments (Ontario) Corporation	<ul style="list-style-type: none"> • Court-Appointed Receiver and Manager re a 4.03 acre site with 94 stacked townhouse phased condominium development for residential purposes on 6 blocks in Barrie, Ontario; phases 1 and 2 were built residential units and phase 3 was to have 32 residential units; secured indebtedness (mortgages) in excess of \$24 million.
1682 Victoria Park Avenue Inc.	<ul style="list-style-type: none"> • Privately-Appointed Receiver re a 1.92 acre parcel of residential development lands in Scarborough, Ontario zoned for 147 stacked townhouse units within 4 or 5-storey buildings with underground parking; secured indebtedness (mortgages) in excess of \$25 million.
Estate of RJC (965 Pinecrest Road, Oshawa, Ontario)	<ul style="list-style-type: none"> • Estate Trustee During Litigation (“ETDL”) of a deceased person’s estate. The estate included a residential property in Oshawa, ON, which the ETDL sold.
2305992 Ontario Inc. (9750 Yonge St., Richmond Hill)	<ul style="list-style-type: none"> • Court-Appointed Receiver and Manager re 2.1 acres zoned for 2 towers and 4-storey building to include 254 units, office and commercial on ground floors; first secured indebtedness (mortgages) in excess of \$26 million.
3070 Ellesmere Developments Inc.	<ul style="list-style-type: none"> • Court-Appointed Receiver re a 1.3 acre residential/commercial parcel of land for the development of a 26-storey condominium tower with 339 residential units in Scarborough, Ontario; secured indebtedness (mortgages) in excess of \$20 million.
37 and 85 Panache Lake Road, Espanola, Ontario	<ul style="list-style-type: none"> • Court-Appointed Receiver and Manager of two properties located in Espanola, Ontario. One of the properties consisted of a partially built building.
168 Old Kennedy Road, Markham, Ontario	<ul style="list-style-type: none"> • Court-appointed Receiver of a 1.46 acre vacant and unimproved residential development land.
581 Wellington Street West Toronto, Ontario	<ul style="list-style-type: none"> • Court-Appointed Receiver of a property in downtown Toronto that, as at the date of the Receiver’s appointment, was in the process of being renovated.
Fingal Property Holdings Inc. (39232 Fingal Line, St. Thomas, Ontario)	<ul style="list-style-type: none"> • Court-Appointed Receiver re a partially completed independent living and assisted living seniors retirement residence for 120 suites on approximately 6.7 acres of land.



Assignment (address)	Description
2495087 Ontario Inc., 2496800 Ontario Inc., 1527020 Ontario Inc., 1651033 Ontario Ltd., 1496765 Ontario Ltd. and Sunshine Propane Inc.	<ul style="list-style-type: none"> • Court-appointed Receiver and Manager of companies that own five properties situated in Toronto, Burlington, Port-Colborne, Port Elgin and Goderich, Ontario that operated as gas stations and/or car washes.
2492167 Ontario Ltd. (5818 Sheppard Avenue East, Toronto)	<ul style="list-style-type: none"> • Court-appointed Receiver and Manager of a company that owned a gas bar, convenience store and commercial building. The gas bar and convenience store were operated by the Receiver for a short period.
Apartments For Living For Physically Handicapped Association	<ul style="list-style-type: none"> • Court-Appointed Receiver and Liquidator re a property situated in Windsor, Ontario. The property operated at one time as a social housing project providing an attendant care program to assist low and moderate income individuals with special needs with activities of daily living.
Brookdale on Avenue (1678-1704 Avenue Road, 375-377 Fairlawn Avenue and 412-416 Brookdale Avenue, Toronto)	<ul style="list-style-type: none"> • Privately-Appointed Receiver of an approximately 1.069 acre mixed use parcel of real property, approved for 62 residential condominium units, 18 residential rental units and ground floor retail space. The Receiver marketed the property directly via an invitation for offers through a public sale process. As a result of the sales process, the Receiver sold the property resulting in the first mortgagee being repaid in full with the excess sales proceeds to be paid to subsequent mortgagees and/or lien claimants based on their entitlement to the funds.
Trezzi Construction Ltd.	<ul style="list-style-type: none"> • Court-Appointed Manager of 250 Regina Road, Unit 7, Woodbridge, ON (commercial space, leased); 10 Richmond Street, Maple, ON (commercial space, partially leased); 220 Regina Road, Woodbridge, ON (commercial space and the companies' head office facility)
Estate of PT 18 Boyle Drive, Richmond Hill, ON) and 92 Langstaff Road West, Richmond Hill, ON (vacant land)	<ul style="list-style-type: none"> • Estate Trustee During Litigation ("ETDL") of a deceased person's estate. The estate includes: (i) a residential property in Richmond Hill, ON; and (ii) vacant land located at 92 Langstaff Road West, Richmond Hill, ON
Confidential P Homes	<ul style="list-style-type: none"> • Acted as consultant to a developer of residential homes and subdivisions (the "Developer"). Assisted the Developer with completing several versions of an integrated financial forecast, including balance sheet, income statement and cash flow under varying circumstances for presentation to the Developer's secured lender. The financial model incorporated forecast results for 5 projects that were substantially complete, 6 active development projects, 2 pending land acquisitions and 4 developments anticipated to commence within 18 months. Further assisted the Developer with seeking, negotiating terms of and successfully obtaining re-financing with a third party secured lender.
Dunsire (Lansdown) Inc. o/a White Cedar Estates (26 Lansdown Drive, Guelph, Ontario)	<ul style="list-style-type: none"> • Court-Appointed Receiver re a 4.6-acre residential parcel of land in Guelph, Ontario (pending draft plan approval), zoned for 27 lots; secured indebtedness (mortgages) in excess of \$5 million
Estate of FA (97 Clydesdale Drive, North York, Ontario)	<ul style="list-style-type: none"> • Estate Trustee During Litigation ("ETDL") of a deceased person's estate. The estate includes a residential property in North York, Ontario
Estate of LK (67 Denlow Blvd., Toronto, Ontario and 43 Lighthouse Lane E, Collingwood, Ontario)	<ul style="list-style-type: none"> • Estate Trustee During Litigation ("ETDL") of a deceased person's estate. The estate includes two residential properties. The ETDL was involved in the negotiation and completion of the sale of the principal residence



Assignment (address)	Description
64, 68 and 70 Reynolds Drive, Brockville, Ontario 10, 14, 18 and 22 Salisbury Avenue, Brockville, Ontario, and 39-85 Costello Avenue, Ottawa, Ontario	<ul style="list-style-type: none"> • Court appointed Receiver re seven multi-residential properties located in Brockville, comprising 77 units in aggregate, as well as 24 two-storey townhouses located in Ottawa. Secured indebtedness (mortgages) in excess of \$11 million
2380009 Ontario Limited	<ul style="list-style-type: none"> • Court appointed Receiver of the owner of a single tenanted commercial property located in Mississauga, Ontario, comprised of approximately 67,000 sq. ft. The tenant of the property was not-arms length to the debtor and the Receiver determined that the existing lease did not reflect standard net net commercial lease terms. The Receiver, with the approval of the court, terminated the lease
475-477 Lancaster Street West, Kitchener Ontario; 15 Scenic Drive, Kitchener, Ontario; 144 Lucan Avenue, Waterloo, Ontario; 581 Strasburg Road, Kitchener, Ontario and 60 Centreville Street, Kitchener, Ontario	<ul style="list-style-type: none"> • Court appointed Receiver re five multi-residential rental properties located in Kitchener/Waterloo comprising 152 units in aggregate. Secured indebtedness (mortgages) in excess of \$22 million.
Estate of ST/Investment 729372 Ontario Limited (11-13 Edvac Drive, Brampton, Ontario)	<ul style="list-style-type: none"> • Estate Trustee During Litigation (“ETDL”) of a deceased person’s estate. The estate included two industrial buildings with a total square footage of approximately 63,786 sq. ft. The ETDL was involved in the negotiation and completion of the sale of the two buildings.
Estate of ST (1664 Meyerside Drive, Mississauga, Ontario)	<ul style="list-style-type: none"> • ETDL of a deceased’s estate that included a single purpose industrial/commercial building of approximately 31,200 sq. ft. The ETDL was involved in the negotiation and completion of the sale of the building.
Dang Variety and Gas Bar and Lucky Restaurant Inc.	<ul style="list-style-type: none"> • Court-Appointed Receiver of a company that owned a 2,246 sq. ft. property consisting of a variety store, gas bar and restaurant located in Cambridge, Ontario; secured mortgages in excess of \$1.5 million.
2131059 Ontario Limited (700 and 725 Mapleview Drive East, Barrie)	<ul style="list-style-type: none"> • Court-Appointed Receiver re an un-zoned parcel of land; secured indebtedness (mortgages) in excess of \$27 million; conducted an invitation for offer process including advertising, preparation of Confidentiality Agreement, Confidential Information Memorandum, data room, dealing with prospective purchasers, preparation of terms and conditions of sale and form of offer.
2723 Lancaster Road Inc.	<ul style="list-style-type: none"> • Court-Appointed Receiver re a commercial building located at 2723 Lancaster Road in Ottawa, Ontario, having total gross floor area of approximately 34,000 square feet on two floors. Secured indebtedness (mortgages) in excess of \$2 million.
2267 Industrial Street, Burlington	<ul style="list-style-type: none"> • Court-Appointed Receiver of a multi-tenanted 2-storey commercial building in Burlington, Ontario, comprised of approximately 13,000 square feet;
Confidential Client - M	<ul style="list-style-type: none"> • Privately appointed as Receiver of six residential rental properties located in Kitchener/Waterloo comprised of more than 200 town house or apartment units, with power and authority to attorn and collect rents owing to the landlords and to pay expenses of the properties presented to and approved by the Receiver for payment. Secured indebtedness (mortgages) in excess of \$25 million.
Jade-Kennedy Development Corporation	<ul style="list-style-type: none"> • Construction Lien Trustee of the South Unionville Square project, a mixed-use condominium development located in Markham, Ontario, consisting of 23 commercial/retail units and parking (Phase I), 21 commercial/retail units, residential units, parking units and lockers (Phase II) and vacant land (Phase III); project value of approximately \$31 million.



Assignment (address)	Description
West Mall Holdings Ltd. (291-295 The West Mall, Toronto, Ontario)	<ul style="list-style-type: none"> • Court-Appointed Receiver re a 7-storey office building and adjacent 1-storey commercial building; secured indebtedness (mortgages) in excess of \$11 million.
144 Park Ltd.	<ul style="list-style-type: none"> • Construction Lien Trustee of a 19-storey residential condominium project known as “144 Park Uptown Waterloo” in Waterloo, Ontario with 148 total units, of which 128 were presold prior to condominium registration and 20 were unsold; condominium registration and finishing construction was required; secured indebtedness (mortgages and lien claims) in excess of \$45 million.
Aventura Pavilion Group	<ul style="list-style-type: none"> • Court-Appointed Receiver of a recreational consisting of 145,000 sq. ft. multi-purpose recreation facility containing a swimming pool, boxing facility, two ice rinks, squash courts, indoor climbing wall, gymnasium/fitness studio and full service restaurant; the site comprised a total area of 7.66 acres; operating as Pavilion Sports and Forza Fitness; secured indebtedness in excess of \$19 million. The Receiver conducted a marketing process for the sale of the property using a real estate agent.
Global Mills Inc.	<ul style="list-style-type: none"> • Court-Appointed Receiver re a single-tenant office building located at 1450 Don Mills Road, Toronto, Ontario with total gross floor area of approximately 165,000 square feet on 3 floors, with ample outside parking; the site comprises a total area of approximately 4.9 acres; secured indebtedness (mortgages) in excess of \$21 million.
Wynford Professional Centre Inc.	<ul style="list-style-type: none"> • Court-Appointed Receiver re a multi-tenanted office condominium building totalling approximately 98,000 square feet with approximately 297 parking stalls; secured indebtedness (mortgage) in excess of \$9 million
2122775 Ontario Inc. (Alexandria Town Homes)	<ul style="list-style-type: none"> • Court-Appointed Receiver of a 20 townhome development (located at 2425 Bayview Avenue, Toronto) with 2 underground private garages for each unit; garage poured and 1 model built but not finished in the interior (only framed and roughed in); units were offered for sale at approximately \$2.5M; secured indebtedness (mortgages) in excess of \$24 million.
2012241 Ontario Limited (Sunny Meadow Medical Centre)	<ul style="list-style-type: none"> • Court-Appointed Receiver of a 3-storey detached precast-concrete multi-unit commercial building, intended for use with professional and medical tenants; lot size of approximately 2 acres; total gross building floor area of approximately 55,000 square feet on 3 floors above grade; considered a mixed commercial/office zoning that allows for many different uses including some retail, professional offices, and medical offices; secured indebtedness (mortgages) in excess of \$13 million.
2811 Development Corporation (Development Lands)	<ul style="list-style-type: none"> • Court-Appointed Receiver of three parcels of land totalling approximately 39 acres, zoned for commercial/retail development with existing plans for the construction of 1,090 condominium units, 2-storey retail mall and retail pads located at Steeles Avenue and Markham Road, Toronto, Ontario; secured indebtedness (mortgages) in excess of \$46.0 million; conducted an invitation for offer process including advertising, preparation of Confidentiality Agreement, Confidential Information Memorandum, data room, dealing with prospective purchasers, preparation of terms and conditions and form of offer, negotiations leading to the eventual sale of the property. SOLD
Lincoln Park Inc. (Mobile & Modular Homes)	<ul style="list-style-type: none"> • As Court Officer, provided an initial business review to the Court, together with the Liquidator’s recommendations for the determination of creditors’ claims through a claims process and further steps to realize upon the property and to complete the liquidation of the corporation; the primary business of the company was ownership and operation of certain residential real property and businesses operated in two residential mobile modular housing communities with land lease arrangements. SOLD



Assignment (address)	Description
Sabourin et. al. (Commercial and Development Lands)	<ul style="list-style-type: none"> The Receivership Entities borrowed funds from financial institutions and individual lenders, which were invested in various real estate, cottage and resort properties, certain of which became subject to an Ontario Securities Commission ("OSC") investigation during late 2006. Subsequently, as a result of this investigation, on June 29, 2007, a Mareva Injunction was granted and during July 2007 various mortgagees commenced Notice of Sale under Charge/Mortgage of Land proceedings as their mortgages had fallen into default. The Receiver was subsequently appointed by the Court on October 5, 2007, to realize through sale of the properties funds for creditors. SOLD
1367518 Ontario Limited (Alpine Springs Development) (Residential)	<ul style="list-style-type: none"> The property of 1367518 consisted of a residential development project (the "Alpine Springs Development") in the Town of The Blue Mountains. The Alpine Springs Development contemplated the construction of 27 freehold single family dwellings together with condominium common elements and roads. As at the date of the Receiver's appointment, 17 of the lots within the Alpine Springs Development were under construction and the remaining 10 lots were vacant. In addition, the records of 1367518 indicated that the 17 partially constructed lots were subject to Agreements of Purchase and Sale, which had not yet closed. Mortgage indebtedness of approximately \$5.0 million. SOLD
747 Notre Dame Developments Inc.	<ul style="list-style-type: none"> Receiver and Manager of a property comprising four (4) Class "A" box store tenants. Mortgage indebtedness of \$13.1 million. SOLD.
Sudbury City Centre	<ul style="list-style-type: none"> Receiver and Manager of a 700,886 sq. ft multi-use commercial complex comprised of a 41,702 sq. ft office building, a 400,886 sq. ft regional shopping centre (with national and local tenants) and a 150,000 sq. ft full service hotel with 147 rooms. Approximately 11.2 acres (487,872 sq. ft) in size. Parking capacity 735 cars over an area of approximately 260,000 sq. ft. SOLD
Tri-Brook Homes (Bolton Trails) Ltd.	<ul style="list-style-type: none"> Acted as Construction Lien Trustee. SOLD en bloc 12 lots and houses in various stages of construction. Working closely with trade advisory and creditors groups and respective solicitors.
Heritage Homes by Invidiata (Phase 3) Inc.	<ul style="list-style-type: none"> Construction Lien Trustee of 11 partially constructed homes of varying model type and square footage in a 125 unit subdivision known as Woodhaven, Oakville, Ontario; construction of all 11 homes successfully completed and sold. HOMES SOLD
L&D Drive-In Limited	<ul style="list-style-type: none"> Court-appointed Liquidator of a commercial rental property at 751 Mount Pleasant Road, Toronto, Ontario. Acted in sale of property and wind down of this company. SOLD
278960 Ontario Limited	<ul style="list-style-type: none"> Court-appointed Liquidator for a commercial property located at 245 Yonge Street, Toronto, Ontario. Acted in sale of property and wind down of this company. SOLD
Merrick Homes Inc.	<ul style="list-style-type: none"> Acted as Construction Lien Trustee and Trustee in Bankruptcy. Responsible for completion of four sub-divisions and clean up and finalization of a fifth site. In the four active projects, there were 106 homes / lots in various stages of development. The assignment involved, among other things, construction management, completion of existing sales and new sales including reviewing and acceptance of offers, etc., liaison with construction financing lenders, ONHWP (now Tarion), trade advisory committees, trades, creditors, etc. HOMES SOLD



Assignment (address)	Description
Confidential Client - G	<ul style="list-style-type: none"> Privately appointed Receiver of the property and assets of one office building and nine apartment buildings with mortgage indebtedness in excess of \$22 million. Acted as Receiver for purpose of collecting arrears of debt service; retained two property managers to oversee day-to-day operations of the properties, etc.
Confidential Client - W	<ul style="list-style-type: none"> Acted as monitor of a marina on behalf of mortgagee until payout arrangement was made.
Bramalea Centres Limited	<ul style="list-style-type: none"> Acted as Trustee in Bankruptcy pursuant to an Application for a Bankruptcy Order by the Court-appointed Receiver of Bramalea Inc., which application was granted by the Court. Assignment involved collection of funds for distribution to creditors of Bramalea Centres Limited.
Potenza Holdings Ltd.	<ul style="list-style-type: none"> Trustee in Bankruptcy for a gravel pit located in Uxbridge, Ontario having secured indebtedness of approximately \$1.4 million. Working in conjunction with the first mortgagee, the Trustee successfully sold the gravel pit and aggregate license.
929372 Ontario Inc. (RF Real Estate Investments Inc.)	<ul style="list-style-type: none"> Acted as Trustee in Bankruptcy. The company had various interests in properties located at 5140 Yonge Street, North York, Ontario (office building), and 207 Queens Quay West, Toronto (office and commercial property). The foregoing properties were seized by various lenders.
Milbourne Real Estate Corporation	<ul style="list-style-type: none"> Acted as trustee in bankruptcy.
Flemingdon Park Motors Limited	<ul style="list-style-type: none"> Acted as Trustee in Bankruptcy pursuant to a petition issued by a secured creditor to obtain control of a property located at 1253 Kennedy Road, Scarborough, Ontario. Dealing with real estate agents for sale of property in conjunction with the financial institution.
Barrie Properties	<ul style="list-style-type: none"> Acted as Agent on behalf of a holder (secured creditor) of a first charge over several parcels of property located in Barrie, Ontario consisting of approximately 689 acres of development land designated for future residential, commercial and complementary uses; 41 residential lots, and an industrial lot of approximately 7.5 acres improved with an 8,455 sq. ft. single storey office building.
863501 Ontario Ltd. (21 Camden Street)	<ul style="list-style-type: none"> Acted as Receiver / Manager, Agent and Trustee in Bankruptcy of a 5-storey office building located at 21 Camden Street (near major intersections of Spadina / Richmond Street), Toronto, Ontario. Indebtedness to secured lender was \$1.5 million. Cooperated with real estate agents for showing property and eventual sale of same.
Penta Stolp Corporation, Vogue Developers Inc. and PRI Crosby Inc.	<ul style="list-style-type: none"> Acted as Trustee in the Proposals, and as Trustee in the subsequent bankruptcies of these corporations. Penta Stolp Corporation began as a builder of low-rise residential dwellings, expanding over the next ten years through its subsidiaries and associated companies into other facets of construction (industrial, commercial and residential) and real estate development (including a minority interest in a joint-venture land banking group assembling approximately 45 acres of prime land in North York, Ontario).
Lehndorff United Properties (Canada) ("LUPC")	<ul style="list-style-type: none"> Retained by a group of 10 lenders as a special consultant to review the CCAA restructuring of LUPC and advised on reasonableness of all cash flow forecasts and assumptions thereunder and future business prospects for LUPC as it related to any proposed restructuring prepared by LUPC to its lenders.



Assignment (address)	Description
Roridan Investments	<ul style="list-style-type: none"> • Acted as Court-appointed Receiver of a 480,000 sq. ft. office building located at 325 Milner Avenue, Scarborough, Ontario (now the Tele-Direct or Yellow Pages Building). • Responsible for on-site supervision, approving leases, tenant inducements and improvements, cash flow projections, maintenance, and eventual sale of building. • Indebtedness to secured lender in excess of \$21 million.
Pilum Investments Limited	<ul style="list-style-type: none"> • Acted as Court-appointed Receiver and Manager with respect to the sale of shopping plazas located at 8950 Yonge Street, Richmond Hill, Ontario (12,900 sq. ft. approx.), 562 Kipling Avenue, Etobicoke, Ontario (7300 sq. ft., approx.), 1151-1171 Upper James Street, Hamilton, Ontario (20,500 sq. ft. approx.), 225 John Street South, Hamilton, Ontario (21,100 sq. ft. approx.), and vacant lands. • Worked in conjunction with real estate agent in advertising and offering the investment and development opportunities for sale.
Mascan Corporation	<ul style="list-style-type: none"> • Assisted as Trustee in the Proposal of Mascan Corporation.
Expansive Developments Limited	<ul style="list-style-type: none"> • Mini-Warehouse operation; acted as Receiver and Manager for sale of property.

1000171168 ONTARIO INC.
Plaintiff

and PORT SEVERN HEIGHTS INC.
Defendant

Court File No. CV-24-00713711-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT
TORONTO

AFFIDAVIT OF MICHAEL FLORENCE

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Robert B. Cohen LSO #: 32187D

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Lawyers for the Defendant, Plaintiff by Counterclaim

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Tab 3

Court File No. CV-24-00713711-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

1000171168 ONTARIO INC.

**Plaintiff
(Defendant by Counterclaim)**

- and -

PORT SEVERN HEIGHTS INC.

**Defendant
(Plaintiff by Counterclaim)**

AFFIDAVIT OF EDWARD MAURER

I, **EDWARD MAURER**, Certified Engineering Technologist (C.E.T.), of the Town of Huntsville, in the Province of Ontario, **MAKE OATH AND SAY AS FOLLOWS:**

Personal Background Information and Involvement

1. I am a Project Manager, Designer and Senior Technologist at Tulloch Engineering (“**Tulloch**”), and I have been employed by Tulloch since 2013.
2. Prior to working at Tulloch, and from 2011 through 2013, I was a Project Manager, Senior Technologist at Pinestone Engineering Ltd. (“**Pinestone**”).
3. Prior to working at Pinestone, and from 2009 – 2011, I worked for the Town of Huntsville as a Capital Planning/Project Coordinator.

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4. Prior to working for the Town of Huntsville, and from 1997 – 2009, I was a Civil Engineering Technologist – Planning Assistant with Wayne Simpson and Associates (“**Simpson**”).

5. Prior to working for Simpson, and between 1988 – 2009, I worked as a Civil Engineering Technologist/Project Manager for Totten Sims Hubicki Associates (which became AECOM after 2008).

6. A copy of my curriculum vitae, which accurately sets out my qualifications and work history, is attached hereto and marked as **Exhibit “A”**.

7. I was personally involved in various aspects of the proposed development (the “**Proposed Development**”) of the “**Subject Property**” (being comprised of the “**Phase 1 Lands**” and the “**Phase 2 Lands**” referenced below). including the conducting various studies and the preparation of reports, as detailed below.

8. I was also personally involved in various aspects of the proposed development of the abutting “**Phase 3 Lands**”, including the conducting of various studies and the preparation of reports, as described below.

9. As such, I have knowledge of the matters hereinafter deposed.

Engineering Reports Prepared for Subject Property and Phase 3 Lands

10. As referenced below, initially Pinestone, and then Tulloch, were each retained by Port Severn Heights Inc. (“**PSHI**”) to conduct various studies and to prepare reports in

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respect of the Subject Property (ie. the Phase 1 Lands and the Phase 2 Lands) as well as the Phase 3 Lands at various times..

PSHI Acquires the Subject Property in 2005

11. It is my understanding that PSHI purchased the Subject Property, the Phase 3 Lands, and the abutting **"Phase 4 Lands"** in 2005, and that PSHI sold the "commercial portion" of the Phase 1 Lands in or about 2019.

12. It is my understanding that at the time of purchase in 2005, and until late 2022 when the Phase 3 Lands were severed from the Subject Property (as referenced below), title to the Subject Property included title to the abutting and non-severed Phase 3 Lands.

13. I was advised that PSHI acquired the Subject Property (inclusive of the Phase 3 Lands and the 74.4-acre abutting Phase 4 Lands) with the intention of developing a large subdivision thereon in various phases (the **"Proposed Development"**).

14. To move forward with the Proposed Development, and over the ensuing years, PSHI retained various consultants, including Pinestone, Tulloch, and Simpson, who worked together to conduct studies, prepare reports, and to take such other measures as were advisable or necessary to seek and obtain the necessary regulatory approvals.

The 2012 Pinestone Report on the Phase 1 Lands

15. As referenced above, Pinestone prepared a Site Servicing Report Update (the **"2012 Pinestone Report"**) dated February 9, 2012 for the Phase 1 Lands, as attached hereto and marked as **Exhibit "B"**.

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16. The 2012 Pinestone Report was prepared in support of a Commercial Lands Severance Application and the Phase 1 Red-lined Draft Plan prepared for submission by Simpson, PSHI's land use planners for the Subject Property, inclusive of the Phase 3 Lands.

17. Further, the 2012 Pinestone Report was prepared to update to the original servicing report that was prepared by TSH Engineering on behalf of PSHI in 2007, at which time the development on the Phase 1 Lands contemplated 163 residential units and commercial lands being built thereon.

The 2015 Tulloch Report for the Phase 2 and Phase 3 Lands

18. PSHI subsequently retained Tulloch to provide servicing studies and reports for the Phase 2 Lands and the Phase 3 Lands.

19. Tulloch prepared a "Preliminary Servicing Report" (the "**2015 Tulloch Report**") dated March 19, 2015 for the Phase 2 and Phase 3 Lands, as attached hereto and marked as **Exhibit "C"**.

The 2022 Tulloch Update for the Phase 1 Lands

20. Tulloch was also retained by PSHI to prepare an update report for the Phase 1 Lands.

21. Accordingly, Tulloch also prepared a Preliminary Functional Servicing Report Update (the "**2022 Tulloch Report**") dated January 2022 in respect of the Phase 1 Lands, as attached hereto and marked as **Exhibit "D"**.

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Details about the Subject Property and the Proposed Development

22. The 2012 Pinestone Report, the 2015 Tulloch Report, and the 2022 Tulloch Report set out various details about the Subject Property (inclusive of the Phase 3 Lands), along with the Proposed Development, and how it was modified over the last fifteen (15) years or so.

23. The Subject Property (inclusive of the Phase 1 Lands, the Phase 2 Lands, and the Phase 3 Lands) are vacant lands legally situated in the village of Port Severn, in the Township of Georgian Bay, District Municipality of Muskoka, in the Province of Ontario, being more particularly located on Lot 30, Concession 3, and Lot 30, Concession 4, in the Township of Baxter.

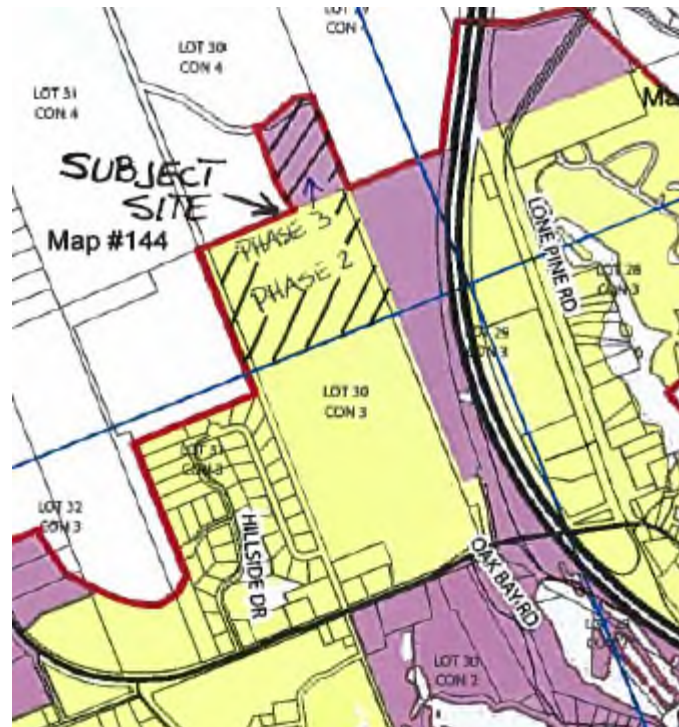
24. The Phase 1 Lands cover approximately 48.9 acres. As reflected in the 2022 Tulloch Report, the Phase 1 Lands, which were initially being developed to accommodate 277 units (as reflected in the 2012 Pinestone Report), are now being developed to accommodate 223 units (as reflected in the 2022 Tulloch Report).

25. The Phase 2 Lands and the Phase 3 Lands cover approximately 76.6 acres in the aggregate. As reflected in the 2015 Tulloch Report, the Phase 2 Lands and the Phase 3 Lands contemplate 304 units being constructed thereon.

26. Maps of the Subject Property (inclusive of the Phase 3 Lands and the Phase 4 Lands) are found at Appendices A and D to the 2015 Tulloch Report, and an excerpt of the map at Appendix A is set out below for convenience (with the Phase 1 Lands being coloured in yellow without any cross-hatching or other markings and with "Lot 30, Con 3")

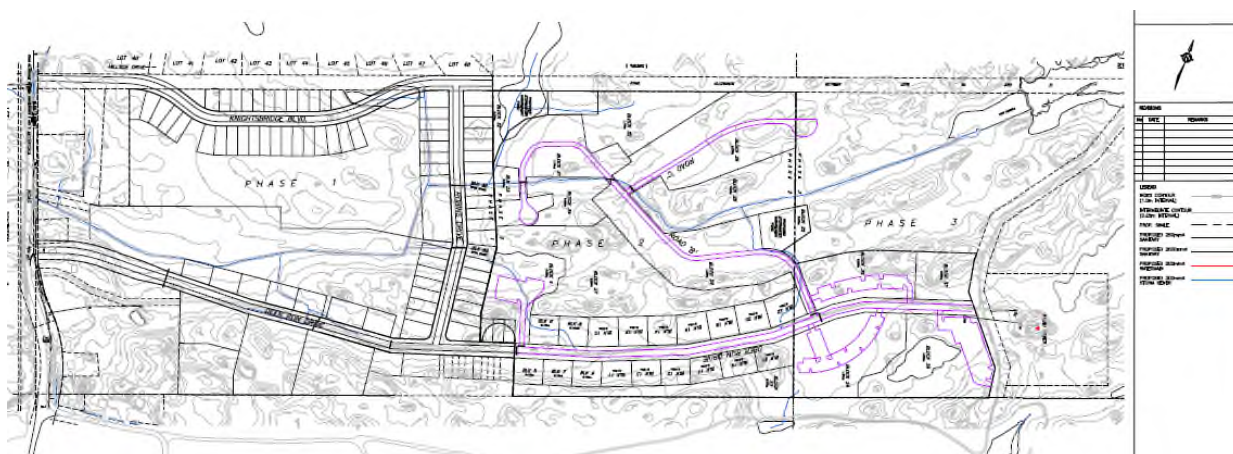
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referenced thereon, the Phase 2 Lands being coloured in yellow with cross-hatching and marked with “Phase 2” thereon, the Phase 3 Lands being a “toe” of land abutting the Phase 2 Lands, coloured in purple with cross-hatching and with an arrow marked “Phase 3” pointing thereto, and the Phase 4 Lands abutting the Phase 3 Lands without any colouring or cross-hatchings and with “Lot 30 Con 4” being indicated thereon):



27. Another helpful map (at Appendix D of the 2015 Tulloch Report) showing the Phase 1 Lands, the Phase 2 Lands, and the Phase 3 Lands is set out below:

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28. The Proposed Development on the Subject Property (inclusive of the Phase 3 Lands) in 2015 was described in section 2.2 of the 2015 Tulloch Report, as follows:

2.2 Service Population

As stated in the 2012 servicing report, the serviceable areas include the Phase 1 subdivision area and future Phases 2 and 3 lands to the north. The revised Master Plan for the entire development lands has been included in Appendix D for reference. The Master Plan now includes a population of 1581(527x3) residential and 78 (26x3) equivalent commercial as shown below in Table 1

Phase 1	Phase 2	Phase 3
64 Single Family Units	66 Single Family Units	128 Multi Residential Units
47 Townhouse Units	75 Townhouse Units	
<u>112 Multi Residential Units</u>	<u>35 Multi Residential Units</u>	

Draft Plan Approval and Conditions for the Proposed Development

29. Through a series of official plan amendments, zoning by-law amendments, an appeal to the Ontario Municipal Board, negotiations with The District Municipality of Muskoka (the “**District**”), and other steps and processes, and predicated on various promises made on behalf of PSHI and the District in respect of construction and the allocation of sewer and water for the Proposed Development, PSHI obtained draft plan approval (“**Draft Plan Approval**”) for the Proposed Development of the Subject Property.

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30. In particular, and as set out in the Schedule “A” Consolidation Plan of Subdivision File S2007-4 document dated March 16, 2020 (the “**Phase 1 Draft Plan Approval**”), as attached hereto and marked as **Exhibit “E”**, PSHI obtained revisions to the draft plan of subdivision approval for the Phase 1 Lands.

31. As referenced in the Schedule “A” Authorization dated January 25, 2022 setting out the conditions of approval for Plan of Subdivision File S2016-1 (the “**Phase 2 Draft Plan Approval**”), as attached hereto and marked as **Exhibit “F”**, PSHI obtained revisions to the draft plan approval for the Phase 2 Lands.

32. The Phase 1 Draft Plan Approval has a number of conditions that must be met on a timely basis in order for the owner of the Phase 1 Lands to move forward with the development and building of units thereon, as contemplated by the Proposed Development.

33. By obtaining the Phase 1 Draft Plan Approval (at considerable cost and effort by PSHI and its consultants), and provided that the conditions prescribed therein are fulfilled on a timely basis, the value of the Phase 1 Lands has been significantly enhanced by PSHI.

34. As reflected in Part C of the Phase 1 Draft Plan Approval, each of the conditions contained therein had to be completed on or before March 16, 2022, subject to the District granting an extension of the “lapsing provision” thereof.

35. Likewise, the Phase 2 Draft Plan Approval has a number of conditions that must be met on a timely basis in order for the owner of the Phase 2 Lands to move forward

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with the development and building of units thereon, as contemplated by the Proposed Development.

36. Again, by obtaining the Phase 2 Draft Plan Approval (at considerable cost and effort by PSHI and its consultants), and provided that the conditions prescribed therein are fulfilled on a timely basis, the value of the Phase 2 Lands has been significantly enhanced by PSHI.

37. As reflected in paragraph 7 of the Phase 2 Draft Plan Approval, each of the conditions contained therein had to be completed on or before January 24, 2024, subject to the District granting an extension of the “lapsing provision” thereof.

Linkage between Approvals and Conditions for Phase 1, 2, 3 and 4 Lands

38. There is a concrete link between the owner of the Phase 1 Lands and the Phase 2 Lands complying with the conditions in the Phase 1 Draft Plan Approval and the Phase 2 Draft Plan Approval on a timely basis, on one hand, and the ability of the owner of the Phase 3 Lands and the Phase 4 Lands (namely, PSHI) to develop those contiguous properties, on the other hand, in that:

- (a) there is expected to be a coordination of planning and the sharing of servicing, including the allocation of sewers, for contiguous development properties like the Phase 1 Lands, the Phase 2 Lands, the Phase 3 Lands, and the Phase 4 Lands; and

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- (b) The District will consider the reputations and credibility of the owner of the lands in question in deciding whether to grant site plan approval for development, and the conditions to be imposed in connection therewith, which can seriously impact the owner of abutting development lands.

Severance of the Phase 3 Lands in September 2022 and Re-conveyance to PSHI

39. On or about September 16, 2022, the Township of Georgian Bay Committee of Adjustment (the “**Committee**”) issued a Notice of Decision (the “**Severance Decision**”) in Consent Application No. B22-12 by which PSHI sought the Committee’s consent to the severance of the Phase 3 Lands from the Subject Property pursuant to section 53(1) of the *Planning Act* (Ontario).

40. Attached hereto and marked as **Exhibit “G”** is a copy of the Severance Decision.

41. In accordance with the Severance Decision, the Committee granted severance of the Phase 3 Lands from the Subject Property on certain terms and conditions.

42. Consequently, and as of the date hereof, the Subject Property (exclusive of the Phase 3 Lands) has been assigned PIN 48018 – 0821 (LT) with the following legal description:

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PT LT 30 CON 4 BAXTER PT 2 35R18204; PT LT 30 CON 3 BAXTER PT 1-10 35R18203 EXCEPT PT 1, 2 & 3 ON 35R23914 AND EXCEPT PART 3 35R-25939; GEORGIAN BAY; THE DISTRICT MUNICIPALITY OF MUSKOKA; SUBJECT TO AN EASEMENT OVER PART 4 ON 35R23914 IN FAVOUR OF PT LT 30 CON 3 BAXTER PT 1 ON 35R23914 AS IN MT149718; SUBJECT TO AN EASEMENT OVER PART 4 ON 35R23914 IN FAVOUR OF PT LT 30 CON 3 BAXTER PT 2 ON 35R23914 AS IN MT149719; SUBJECT TO AN EASEMENT OVER PART 4 ON 35R23914 IN FAVOUR OF PT LT 30 CON 3 BAXTER PT 3 ON 35R23914 AS IN MT149720; SUBJECT TO AN EASEMENT OVER PART LOT 30 CONCESSION 3 BAXTER, PART 1 AND 2, 35R25939 AS IN MT256750

The PSHI Mortgage – Chargor’s Covenant to Register Plan of Subdivision in 2023

43. It is my understanding that, on or about May 5, 2022 (prior to the Severance Decision on September 16, 2022), the sale (the “**Sale**”) of the Subject Property (excluding the “commercial portion” of the Phase 1 Lands, and inclusive of the non-severed Phase 3 Lands) from PSHI to 1000171168 Ontario Inc. (the “**Chargor**”) was completed.

44. It is also my understanding that at the time of the Sale, the Chargor registered the Charge/Mortgage bearing Instrument MT264645 (the “**PSHI Mortgage**”) in favour of PSHI. Attached hereto and marked as **Exhibit “H”** is a copy of the registered Mortgage.

45. The PSHI Mortgage is currently registered on title to the Subject Property, as severed from the Phase 3 Lands. Attached hereto and marked as **Exhibit “I”** is a copy of the parcel register for the Subject Property as of August 3, 2023 showing the registration of the PSHI Mortgage on title to the Phase 1 Lands and the Phase 2 Lands.

46. Paragraph 3 of the Additional Provisions of the PSHI Mortgage (the “**November 2023 Registration Covenant**”) provides:

3. In the event the plan of subdivision for the portion of this property comprising the Phase 1 lands (being Plan of Subdivision File S2007-4) is not registered on or before November 4, 2023, there will be a default within the meaning of this Charge.

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Importance of Timely Compliance with the November 2023 Registration Covenant

47. Apart from the well known expectation that developers will actually move forward to fulfill the District's conditions for subdivision approval on a timely basis (as reflected in the fact that approvals are subject to "lapsing provisions", as referenced in the Phase 1 Draft Plan Approval and the Phase 2 Draft Plan Approval above), there are specific adverse risks and consequences to the value of the Subject Property in terms of the Chargor defaulting in compliance with the November 2023 Registration Covenant.

48. More specifically, section 4.2 of the 2012 Pinestone Report makes reference to limits in the water treatment plant ("**WTP**") capacity for the Proposed Development, as follows:

4.2 Water Treatment Plant Capacity

As stated in the 2007 servicing study, according to the District Municipality of Muskoka staff the treatment plant at Port Severn has been constructed to the "Phase 1A" design as per the original Design Brief prepared by Paragon Engineering Ltd in 1995. Phase 1A has been designated for 600 ERU's peak hour treatment and pumping capacity of which there is approximately 186 ERU's available at the plant subject to verification by operating staff. There would be a deficit of 405 ERU (591-186) capacities at the plant for the whole development to move ahead. However, there would be adequate capacity for the commercial lands and a large portion of phase 1 residential to move ahead prior to a plant expansion.

It is understood that the WTP is operating at it's current capacity with the remaining capacity available on a first come first serve basis. A new servicing strategy was adopted in 2011 opening up the previously reserved plant capacity to all development within the settlement boundary on a phase by phase basis.

49. As reflected above, and in 2012:

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- (a) There would be a substantial deficit of ERU's (equivalent residential units) at the WTP for the Proposed Development on the Phase 1 Lands to move ahead without expansion of the WTP;
- (b) The WTP was operating at its current capacity with the remaining capacity being made available "on a first come first serve basis"; and
- (c) A new servicing strategy was adopted in 2021, which was expecting to open up the previously reserved plant capacity to all development.

50. As also reflected in section 5.3 of the 2012 Pinestone Report, there were similar limitations on the availability for Sewage Treatment Works Capacity for the Phase 1 Lands, with remaining capacity of the Wastewater Treatment Plant ("WWTP") being available on a "first come first serve basis", as follows:

5.3 Sewage Treatment Works Capacity

As stated in the 2007 servicing study, the sewage treatment works were designed to accommodate Phase 1A based on the existing population and horizon development for the community of Port Severn (Baxter Ward). Phase 1A equates to service population capacity of 600 ERU's or approximately 2000 persons.

According to the 2007 servicing study, there is approximately 186 ERU's capacity available at the sewage treatments works subject to verification by operating staff. Once again as in the case of the water supply, there would be a deficit of 404 ERU (590-186) capacities at the plant for the whole development to move ahead. However, there would be adequate capacity for the commercial lands and a large portion of phase 1 residential to move ahead prior to sewage works expansion.

It is understood that the sewage treatment works are operating at current capacity with the remaining capacity available on a first come first serve basis. A new servicing strategy was adopted in 2011 opening up the previously reserved plant capacity to all development within the settlement boundary on a phase by phase basis.

51. As of 2015, and as reflected in sections 3.4 and the 2015 Tulloch Report, there were similar capacity issues for the water treatment and sewage treatment plant

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capacities for the Phase 2 Lands and Phase 3 Lands, with an understanding that the WTP and the WWTP were operating at current capacity with the remaining capacity being available on a first come first serve basis.

52. As of 2022, and as reflected in section 3.3 of the 2022 Tulloch Report, there were ongoing capacity issues for the water and wastewater (sanitary) treatment plant capacities for the Phase 1 Lands, as follows:

3.3 Water and Wastewater (Sanitary) Treatment Capacity

As stated in the 2012 servicing study, according to the District Municipality of Muskoka Engineering and Public Works the water and wastewater treatment plants at Port Severn have been constructed to the "Phase 1A" design capacity as per the original Design Brief prepared by Paragon Engineering Ltd in 1995. Phase 1A has been designated for 600 ERU peak hour treatment and pumping capacity of which there are approximately 186 ERU available at the water and wastewater plants subject to verification by Engineering and Public Works. If this remains true today there would be a capacity deficit of 37 ERU (223-186) at the water and wastewater plants for Phase 1 to move ahead. In addition, there would be a capacity deficit of 189 ERU (375-186) at the plants for phase 1 and 2 combined to move ahead. The current capacities at the water and wastewater treatment plants are to be verified by District Municipality of Muskoka Engineering and Public Works.

It is understood that the water and wastewater treatment plants are operating at their current capacity with the remaining capacity available on a first come first serve basis. This servicing strategy was adopted in 2011 opening up the previously reserved plant capacity to all development within the settlement boundary on a phase by phase basis.

53. Consequently, upon the Chargor defaulting on its obligation to comply with the November 2023 Registration Covenant, this would expose the viability of the Proposed Development to substantial economic and other risks, including the loss of water and wastewater treatment plant capacity (which, as stated above, is being made available on a "first come first serve basis"), as well as the loss of the Phase 1 Draft Plan Approval and the Phase 2 Draft Plan Approval altogether.

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54. Of significance, it is the District's policy not to allocate water and wastewater capacity to a developer until the developer fulfills all outstanding conditions and actually registers the proposed plan of subdivision.

55. As such, and with each passing day, a developer in Port Severn who does not comply with the outstanding conditions for registration of a plan of subdivision is assuming the risk of losing the substantial financial benefit of being allocated these water treatment services from the District's existing facilities. Alternatively, the developer will incur additional costs associated with waiting for the District to design and expand the required facilities that will take years to complete and may include cost sharing in the capital infrastructure expansion depending on municipal capital funding requirements at the time of expansion.

Losing Existing Water and Wastewater Treatment Capacity to Competing Project

56. In fact, I am aware that there is a competing development in the District by an entity known as "Oak Bay Developments", which is proceeding with the development and proposed construction of the "Oak Bay Golf & Marina Community" (the "**Competing Project**").

57. It is my belief that the Competing Project will likely be allocated much, if not all, of the remaining water and wastewater treatment plant capacity from the District as the Competing Project is moving ahead of the Proposed Development on the Subject Property (which means that the Proposed Development will likely have to absorb significant additional cost in this respect, thereby making it less viable).

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58. In fact, the obvious progress of the Competing Project is demonstrated by the fact that it has already started a marketing campaign, as reflected in the online marketing materials located at, among other web addresses, myoakbay.ca and condoinvestments.ca, as attached hereto and marked as **Exhibit “J”**, which reference the building of, among other things:

- (a) 181 residential units, including townhouses and a variety of single-family dwellings, surrounding or near the existing 18-hole golf course; and
- (b) various amenities to service this development, including an outdoor swimming pool, outdoor patios, tennis courts, pickle ball courts, a marina, a clubhouse, and change rooms.

Ongoing Delays and Default in Registration Reducing Value of PSHI Mortgage

59. It is my understanding that, despite being provided with the documentation and the resources to register the plan of subdivision for the Phase 1 Lands by November 4, 2023, the Chargor failed to meet those requirements by November 4, 2023, and the Chargor therefore was in default of the November 2023 Registration Covenant (“**Default 1**”).

60. It is also my understanding that, as of the date hereof, the Chargor has not complied with the November 2023 Registration Covenant (approximately 8 months beyond the contractual deadline for compliance).

61. Consequently, the District has not allocated any water or wastewater services from Port Severn’s existing water treatment facility to the Proposed Development, and I have

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not seen any indication from the Chargor that it has actually moved forward with fulfilling the conditions for either Phase 1 Draft Plan Approval or Phase 2 Draft Approval over the last 8 months (although I understand that the Chargor has possibly obtained an extension from the District for fulfilling these conditions).

62. As referenced above, it is my belief that, even if the Chargor has obtained an extension from the District, Default 1 (the Chargor's ongoing default of the November 2023 Registration Covenant) has caused and is continuing to causer PSHI to suffer substantial risk and damages, including by having an extremely negative impact on:

- (a) the value of PSHI's ongoing security (as prescribed by the PSHI Mortgage) in the Subject Property due to the substantial risk of the Chargor, and any subsequent developers: (i) losing the allocation of water and wastewater treatment capacity for the Proposed Development; (ii) losing the District's willingness to provide additional extensions of the Phase 1 Draft Plan Approval and the Phase 2 Draft Plan Approval that may ultimately be necessary before a new developer or builder would agree to proceed with development on the Subject Property; or (iii) being required to comply with more onerous conditions and/or timelines imposed by the District, which would likely significantly reduce the profitability (and thus the value) of the development on the Subject Property in some other fashion; and
- (b) the ability of PSHI to viably proceed with the registration of its own plan of subdivision for the Phase 3 Lands and for PSHI's abutting Phase 4 Lands

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(considering the link between development on the Subject Property and development on the Phase 3 and Phase 4 Lands, as referenced above), especially considering the substantial investment in development costs paid by PSHI to date, as referenced herein.

63. The Chargor's ongoing default in respect of the November 2023 Registration Covenant, create a particular vulnerability and severe financial injury to PSHI due to the geographical connectedness of the Subject Property and the Phase 3 Lands (as well as the Phase 4 Lands), the historical transactions between PSHI, the Chargor and others in respect of the Subject Property and the Phase 3 Lands, and the loss of trust of the District in respect of the intended development of each the Subject Property, the Phase 3 Lands, and the Phase 4 Lands.

64. Moreover, the ongoing delays by the Chargor in registration of the plan of subdivision for the Phase 1 Lands and the Phase 2 Lands will also cause the developer of the Subject Property to incur substantial costs to update various reports that had previously been filed in support of the Proposed Development.

65. More specifically, various studies and reports (including environmental, traffic, and financial stability studies and reports) typically have a 2 year window of acceptability with the District. Thereafter, those reports are considered by the District to be "outdated" or "stale", such that they need to be repeated and/or updated at considerable expense to the developer.

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66. Not only will a developer have to incur the additional expense of repeating and/or updating the various studies and reports prepared in support of a proposed development, there is an ongoing risk that certain development constraints will either grow or develop, which also renders a delayed development more susceptible to financial risk and reduced viability.

67. In the case of the Proposed Development, PSHI incurred substantial costs to study and specifically address a number of environmental and traffic obstacles to the Proposed Development, which were designed to address the District's concerns pertaining to a specific species of indigenous snake in the case of environmental and the subdivision's entrance turn lane configuration relative to traffic. Environmental studies completed by two different qualified consultants took several years in obtaining a "C" construction permit through the Ministry of Conservation and Parks that form part of the current subdivision's constraints, having a limited approval timeline that undoubtedly will require review and re-application due to the delay. Traffic studies completed by more than one qualified consultant took several years to obtain consent through the Ministry of Transportation and District, also having a limited approval timeline that undoubtedly will require review and re-application due to the delay. In each case, the required study updates may result in changes to the subdivision plan due to the imposition of new or different constraints. The Chargor's ongoing delays in rectifying Default 1 continue to expose the Proposed Development to the loss of the benefit of those studies.

68. I also note that, despite Tulloch having the background information, previous involvement, and the expertise so as to be in the best position to move forward with the


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Proposed Development in a cost-effective and timely basis, the Chargor did not retain Tulloch's services after the Chargor became the owner of the Subject Property.

69. Similarly, and after the Chargor became the owner of the Subject Property, I am not aware of the Chargor retaining any of the other consultants with whom Tulloch worked on the Proposed Development, including personnel from Simpson, who likewise had background information, previous involvement, and the expertise to move forward with the Proposed Development on a timely and cost-efficient basis.

70. I swear this Affidavit in respect of PSHI's motion to appoint a receiver, and for no other purpose.

SWORN by Edward Maurer of the Town of Huntsville, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on July 2, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.


 Commissioner for Taking Affidavits
 (or as may be)

ROBERT B. COHEN


EDWARD MAURER

This is Exhibit "A" referred to in the Affidavit of Edward Maurer sworn by Edward Maurer of the Town of Huntsville, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on July 2, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

ROBERT B. COHEN



Planners | Surveyors | Biologists | Engineers

Ted MAURER

Project Manager
C.E.T.

PROFILE

Ted is a Project Manager for TULLOCH Engineering. He has over 35 years of experience in the Land Development and Municipal Engineering Fields including holding positions within both the private and public sectors. Ted's management portfolio includes being the capital work projects coordinator with the Town of Huntsville. He has managed a variety of design and construction project types including residential, commercial, industrial and institutional developments, highway reconstruction, road needs studies, storm water management and municipal servicing infrastructure.

CONTACT

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-  ted.maurer@tulloch.ca

EDUCATION

Conestoga College
Civil Engineering Technology Program Diploma
of Technology (1987)

WORK HISTORY

TULLOCH

Project Manager, Designer and Senior
Technologist (2013 – present)

Pinestone Engineering Ltd.
Project Manager, Senior Technologist
(2011 – 2013)

Town of Huntsville
Capital Planning / Project Coordinator
(2009 – 2011)

Wayne Simpson and Associates
Civil Engineering Technologist – Planning
Assistant (1997-2009)

Totten Sims Hubicki Associates
(AECOM after 2008)
Civil Engineering Technologist / Project Manager
(1988 – 2009)



Planners | Surveyors | Biologists | Engineers

PROFESSIONAL ASSOCIATIONS

OACETT, Certified Engineering Technologist, C.E.T.

CONTINUING EDUCATION

Ministry of Municipal Affairs and Housing
Ontario Building Code BCIN#24809
Approved for Legal / Design / Inspection of
Private Sewage Systems – 2006

University of Ottawa –Storm Water
Management course OTTHYMO, OTTSWM
– 1990,1998

Ministry of Transportation – Material Testing
Certificate – 1991 - 1998

Ministry of Transportation – Contract
Administrator Certificate course –
1996,1998

Occupational Health and Safety training –
workplace, worksite, fall & confined space –
2014 - 2023

Standard First Aid and CPR Level C – 2014
– 2020

SUMMARY OF RELEVANT PROJECTS

Project Name Dillon Road Reconstruction

Client Township of Carling
Role Project Manager

Services and Scope

8.8km of rural roadway re-design and construction under an Infrastructure Canada Improvements Grant. Scope of work included resurfacing with frost heave treatments, reclaim asphalt pavement partial and full depth areas, intersection improvements, rock cut widening, culvert replacement and guide rails. Project management, design, tendering and contract administration.

Project Name Skerryvore Road Reconstruction

Client Township of Archipelago

Services and Scope

3.2km of rural roadway re-design and construction. Scope of work included resurfacing with frost heave treatments, reclaim asphalt pavement partial and full depth areas, vertical and horizontal roadway alignment corrections, culvert replacements and guide rails. Project management, design, tendering and contract administration.

Project Name Hanes Road Reconstruction

Client Town of Huntsville Role Project Manager	Services and Scope 2.0 km of commercial urban roadway re-design and construction under the Infrastructure Canada Improvements Grant. Scope of work included resurfacing with frost heave treatments, reclaim asphalt pavement partial and full depth areas, intersection improvements, storm sewer with culvert replacement and illumination.
---	---

Project Name Elm St., John St., Cann St. and Johanna St.

Client Town of Huntsville Role Project Manager	Services and Scope Design and reconstruction of 1.0 km of roadways with storm sewer, drainage and sanitary sewer infrastructure upgrades. The project was completed jointly for the Town of Huntsville and District Municipality of Muskoka.
---	--

Project Name Deerhurst Drive Reconstruction

Client Town of Huntsville Role Project Manager	Services and Scope 2.10 km of semi-urban roadway re-design and construction under the G8 Canada Fund. Scope of work included resurfacing with frost heave treatment, reclaim asphalt pavement partial and full depth areas, storm sewers with culvert replacement, sanitary sewers and watermain.
---	---

Project Name John Street Water and Sewer Replacement

Client District of Muskoka Role Project Manager	Services and Scope Design and tendering for replacement of watermain and sanitary sewers on John Street in Gravenhurst.
--	---

Project Name Gravenhurst (Beiers) Landfill Expansion

Client District of Muskoka Role Project Manager	Services and Scope Household Hazardous Waste site plan amendments and updated design and operations report.
--	---

Project Name Rosewarne Landfill Closure (original site)

Client District of Muskoka Role Assistant Project Manager	Services and Scope Landfill closure design, tendering and construction. Contract Administrator for construction.
--	--

Project Name Stisted Landfill Composting Facility

Client District of Muskoka

Role Assistant Project Manager

Services and Scope

Landfill expansion design assistance, storm water management with grading improvements for a new composting facility. Design, construction administration.

Project Name MHPM – Project Management North Bay Re-Vitalization of the MTO and OPP Complex Control Yard Infrastructure

Client Infrastructure Ontario

Role Project Manager

Services and Scope

Design and construction of site infrastructure required to service the twin site upgrades including access roadways, parking and control yard facilities; drainage, water and sewer servicing and exterior lighting. Design, and construction administration.

Project Name Canada Summit Centre Site and University of Waterloo Muskoka Campus Site

Client Town of Huntsville

Role Project Manager

Services and Scope

Assistance and coordination for this combined project which involved a 40,000 ft² expansion of the Town's Jack Bionda Arena adding a second Olympic size ice pad and supporting facilities under the G8 Canada Fund. In addition, a second 30,000 ft² university campus building was constructed nearby as part of the new Town complex. The two new facilities were integrated into the existing Arena and Heritage Village site with the relocation of a heritage train station and re-construction of 0.45km of train tracks. Also included new construction of 2.3 km of municipal roadway and servicing infrastructure, two parking lots and outdoor track and field facility. Project Management of Municipal Infrastructure Improvements.

Project Name Huntsville Highlands

Client Town of Huntsville

Role Project Manager

Services and Scope

600 Lot Residential Subdivision: Master plan development, pro-forma, budgets, lot grading, storm water management, roadways, sanitary and storm sewers, watermain, sanitary pumping station, water booster station, utilities. Project management, design.

Project Name Road Needs Study and Asset Management

Client Town of Huntsville

Role Project Manager

Services and Scope

Several assignments between 1993 and 2020, which involve road inventory and rating review of roadways and infrastructure assets for several area Municipalities.

Project Name Muskoka Street Reconstruction – Main Street | Washago, ON**Client** Town of Severn**Role** Project Manager**Services and Scope**

Design and reconstruction of 400m of roadway with parallel parking, boulevard beautification treatments and storm sewer infrastructure upgrades. Design and Contract Administration.

Project Name Highway 60 | Huntsville, ON**Client** MTO**Role** Project Manager**Services and Scope**

3.05 km of highway resurfacing including frost heave treatment, reclaim asphalt pavement partial and full depth areas, intersection improvements, culvert cleaning and replacement, illumination and resurfacing. Contract administration.

Project Name Highway 69, Parry Sound**Client** MTO**Role** Project Manager**Services and Scope**

30.5 km of resurfacing including sinkhole treatment areas, distortion and rutting treatments, rock cut widening areas, hot mix paving and hot in place recycled paving. Contract administration.

Project Name Woodward and Joseph Street Reconstruction**Client** Town of Bracebridge**Role** Project Manager**Services and Scope**

Urban roadway re-design, storm sewers with grading improvements and watermain replacement. Design, construction administration.

Project Name Ball's Drive Road Reconstruction**Client** Town of Bracebridge**Role** Project Manager**Services and Scope**

Commercial urban roadway re-design, storm sewers and sanitary sewers with grading improvements. Construction administration.

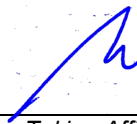
Project Name Clearbrook Subdivision**Client** Town of Bracebridge**Role** Project Manager**Services and Scope**

400 Lot Residential Subdivision: Master plan development, draft plan development phases 1,2,3&4, pro-forma, budgets, lot grading, storm water management, roadways, sanitary and storm sewers, watermain, sanitary pumping station, utilities. Project management, design, contract administration phases 1, 2, 3 & 4.

Project Name Inveraray Highlands**Client** Town of Bracebridge**Role** Project Manager**Services and Scope**

500 Lot Residential Subdivision: Master plan development, phase 1&2 final design, budgets, lot grading, storm water management, roadways, sanitary and storm sewers, watermain, sanitary pumping station, utilities. Project management, design, site supervision.

This is Exhibit "B" referred to in the Affidavit of Edward Maurer sworn by Edward Maurer of the Town of Huntsville, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on July 2, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

ROBERT B. COHEN

**SITE SERVICING REPORT UPDATE
PORT SEVERN HEIGHTS - PHASE 1
RESIDENTIAL AND
COMMERCIAL SEVERANCE LANDS**

Prepared by:

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February 9, 2012
09-10858.1



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- Appendix B – Preliminary Sanitary Sewer Network Calculations
- Appendix C – Preliminary Servicing Drawings S1, S2 & S3
 - Master Plan Copy
 - Phase 1 Red-lined Draft Plan Copy
 - Commercial Consent Sketch

SITE SERVICING REPORT UPDATE PORT SEVERN HEIGHTS - PHASE 1 RESIDENTIAL AND COMMERCIAL SEVERANCE LANDS

1.0 INTRODUCTION

1.1 General

Port Severn Heights Inc. has retained PEL to assist with a Servicing Study Update for changes to the Port Severn Heights Phase 1 Draft Plan and Commercial Lands. This servicing report update has been prepared in support of the current Commercial Lands Severance Application and Phase 1 Red-lined Draft Plan prepared for submission by Wayne Simpson and Associates.

The property is located in part of Lot 30, Concession 3, Baxter Ward, Township of Georgian Bay; District Municipality of Muskoka. The property is bordered on the South by Muskoka Road 5, and located west of Violet Drive. The lands to the East and the West are currently developed as residential.

The proposed commercial development East and West of Street A is proposed to cover an area of approximately 9.32 Acres / 3.77 hectares. It is proposed to sever the commercial property into three lots. Severed lots 1,2 and 3 including a road way right of way for Street A.

Phase 1 of the residential development covers an approximately area of 45 acres / 18.48 hectares and is comprised of 277 Units. The draft plan changes proposed will replace a number of the residential lots along Street A with multi-residential blocks. The roadway alignment for Street A has also been shifted slightly west to accommodate the proposed commercial lots.

This report will only address updates to the original servicing report prepared by TSH Engineering in 2007. The original report addressed the Phase 1 development plan for the subject lands, which included 163 residential units and the commercial lands.

2.0 TRANSPORTATION

2.1 Commercial Lands

Per the 2007 servicing report, the Street A road allowance will divide the commercial lands east from west being part of severed lot 3 shown on the attached severance plan. Entrances to the commercial lots will be from Street A. The roadway will be constructed to Municipal Standards providing access to the future residential development to the north and commercial blocks east and west.

The roadway will be built to an urban cross section having a minimum right of way width of 20 m and an asphalt width of 9.2m through the commercial area. The urban cross sections will have concrete curb and gutter with grass boulevards and no sidewalks.

SITE SERVICING REPORT UPDATE PORT SEVERN HEIGHTS - PHASE 1 RESIDENTIAL AND COMMERCIAL SEVERANCE LANDS

The cross sectional roadway makeup recommended in the original geotechnical report completed in 2007 is 90 mm of asphalt on 150 mm of Granular A and 450 mm of Granular B in areas of native silty clay, sand or structural fill.

2.2 Residential

Per the 2007 servicing report, A network of roadways constructed to Municipal Standards will provide access to all of the lots in the subdivision.

Those sections of roadway with single residential lot frontage will be built to a rural cross section. This roadway will have a 20 m wide right of way with an asphalt width of 6.5 m and granular shoulder widths of 1.25 m. There will be no sidewalks.

Those sections of roadway with higher density residential and commercial use frontages will be built to an urban cross section. The right of way width for this type of road will be 20 m. The asphalt width in a commercial area will be 9.2 m and in a residential area will be 8.0 m. Both cross sections will have curb and gutter with no sidewalks.

The pavement cross section recommended in the geotechnical investigation is 90 mm of asphalt overlay, 150 mm of Granular A and 450 mm of Granular B in areas of native silty clay, sand or structural fill.

2.3 Traffic Analysis

An update to the 2008 Traffic Impact Study is currently being completed by Stantec Consulting. Upon completion, the updated report will be submitted under separate cover .

The updated Traffic Impact Study will re-evaluate the effects of the proposed development on Muskoka Road 5 particularly at the proposed subdivision entrance and at offsite intersections including Hwy 400 ramps.

With the current updates, it is important to note that the proposed Street A intersection with Muskoka Road 5 has been shifted further west and is now located approximately 300 m west of the southbound off ramp.

**SITE SERVICING REPORT UPDATE
PORT SEVERN HEIGHTS - PHASE 1 RESIDENTIAL AND
COMMERCIAL SEVERANCE LANDS**

3.0 SITE SERVICING

3.1 Residential

As stated in the 2007 servicing report, the serviceable areas include the proposed subdivision and external undeveloped lands to the north. The revised Master Plan for the entire development lands has been included in Appendix C for reference. Previously in 2007 a total development population of 1116 was estimated. With proposed Phase 1 revisions, the Master Plan now includes a population of 1695 as shown below in Table 1.

Table 1 Summary of Service Population		
Number of ERU's	Number of Persons Per Household	Population
(from 2007 servicing total) 372	3	1116
(2012 servicing Phase 1)277	3	831
(2012 servicing Future) 288	3	864
(2012 servicing Total)565	3	1695

3.2 Commercial

The commercial site area considered in this report has been identified on Preliminary Servicing Drawing S3 included in Appendix C for reference. The commercial area falls within the settlement boundary as identified on the secondary plan for Port Severn in the Township of Georgian Bay. Commercial retail space is estimated as shown below in Table 2.

Table 2 Summary of Service Requirements		
Commercial Block	Lot Area (ha / acres)	Commercial Space 30% of Lot Area (m2 / ft2)
Severed Lot 1	0.19/0.47	570/6135
Severed Lot 2	3.35/8.28 (less ROW 2.82/7.0)	8452/90977
Severed Lot 3	0.23/0.57	690/7427
Total	3.77/9.32	9712/104544

3.3 Daily Design Flows (Water and Sewer)

As previously stated in the 2007 servicing report the per capita flows for this report have been based on 450 liters/capita/day (l/c/d). This is the MOE's maximum allowable per capita flow and is substantially greater than the flows identified in the Water and Sewage Improvement Project Port Severn Design Brief prepared for the District

**SITE SERVICING REPORT UPDATE
PORT SEVERN HEIGHTS - PHASE 1 RESIDENTIAL AND
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Municipality of Muskoka by Paragon Engineering Limited. The greater per capita flows were used in this review of the daily flows required to ensure that the sizing of the services will accounted for possible future changes in the service population density. Table 3 identifies the updated per capita flows to be used in the design of the water and sewer services.

Table 3 Flows					
Description	Historic (l/c/d)	Peaking Factor (P.F.)	System Losses (l/c/d)	ERU Flows (Inc. P.F. & System Losses) (m3/d/ERU)	Per Capita Flows (Inc. P.F. & Systems Losses) (l/c/d)
Paragon Design Brief					
Water	360	3.4		3.2	1224
Sewer	360	3.3	90	3.3	1278
Port Severn Heights Updated Servicing Report Flows					
RESIDENTIAL					
Water	450	4.13	0	5.6	1859
Sewer	450	3.6	227	5.9	1982
COMMERCIAL					
Commercial Flow Rates (From MOE Table 5-3) (l/d/m2)		Commercial Space (Floor Area) (m2)		Design Daily Flow (l/d)	Equivalent ERU's
Water	2.5 – 5	9712		48561	26
Sewer	2.5 – 5	9712		48561	25

4.0 WATER SUPPLY

As previously reported in 2007 the preliminary water analysis included the entire development area. The updated analysis has also included the entire development area.

The following Design Criteria and Flow Determinations were used in this preliminary design review calculations. The preliminary calculations are included in Appendix A for reference:

Average per capita water flow = 450 L/c/d

Max Day Peak factor = 2.50

Peak hour factor = 3.75

A summary of determined flows is provided in Table 4.

Table 4 Summary of Water Flows		
Average Flow (L/s)	Max day flow (L/s)	Peak Hour Flow (L/s)
9.23	23.09	34.63

**SITE SERVICING REPORT UPDATE
PORT SEVERN HEIGHTS - PHASE 1 RESIDENTIAL AND
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4.1 Storage Requirement

The updated water supply storage requirement for the proposed development including commercial lands is summarized in Table 5. This storage capacity would be required should there be inadequate flow capacity at the water treatment plant (WTP) for fire protection:

Fire Flow (A)	79 @ 2 hr = 569m ³
Balancing (B = 25% Max day)	543m ³
Equalization (C = 25%(A+B))	278m ³
Total (A+B+C)	1390m³

4.2 Water Treatment Plant Capacity

As stated in the 2007 servicing study, according to the District Municipality of Muskoka staff the treatment plant at Port Severn has been constructed to the "Phase 1A" design as per the original Design Brief prepared by Paragon Engineering Ltd in 1995. Phase 1A has been designated for 600 ERU's peak hour treatment and pumping capacity of which there is approximately 186 ERU's available at the plant subject to verification by operating staff. There would be a deficit of 405 ERU (591-186) capacities at the plant for the whole development to move ahead. However, there would be adequate capacity for the commercial lands and a large portion of phase 1 residential to move ahead prior to a plant expansion.

It is understood that the WTP is operating at it's current capacity with the remaining capacity available on a first come first serve basis. A new servicing strategy was adopted in 2011 opening up the previously reserved plant capacity to all development within the settlement boundary on a phase by phase basis.

4.3 Hydraulic Modeling

Similar to the 2007 water servicing model a current model was completed with the updated demand. The proposed water service model is included in Appendix A and the watermain layout for Phase 1 and the commercial lands is shown on Drawings S1 and S3 included in Appendix C.

The static pressure on the existing watermain along MR 5 was assumed to be 690 kPa (100 psi), which is to be confirmed by a current flow. The minimum pipe size for the proposed servicing connections is 200 mm diameter. The pressure losses to the further point on development lands away from MR 5 during max day flow plus fire flow was calculated at 469 kPa (68 psi). The MOE recommended pressure range for max day

**SITE SERVICING REPORT UPDATE
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demand is between 350-550 kPa. Maximum day pressure is therefore satisfied. The pressure losses during the peak hour demand were calculated to be 593 kPa (86 psi). The MOE recommended minimum pressure during peak hour demand is 275 kPa (40 psi). The available fire flow for the development lands is greater than 61 L/s which is greater than the required fire flow of 38 L/s.

5.0 SANITARY SERVICING

5.1 Service Requirements

Table 6 summarizes the design daily sewage flows for the residential and commercial lands. Servicing drawings in Appendix C identify the residential and commercial servicing areas considered.

Residential ERU /Population	Per Capita Flows (Inc. P.F. & Systems Losses) (m3/c/d)	Per Capita Flows (m3/d)	Total ERU Required
565/1695	1.89	3207	565
Commercial Flow Rates (From MOE Table 5-3) (l/d/m2)	Commercial Space (Floor Area) (m2)	Design Daily Flow (m3/d)	Equivalent ERU's (1982 l/d per ERU)
2.5 - 5	9712	48.56	25
TOTALS		3256 m3/d	590

5.2 Design Criteria

Average per capita sewage flow = 450 L/c/d

Peak factor – Harmon's Formula used

Peak extraneous flow rate = 227 L/c/d

Summary of determined flows is given in the following Table 7.

Population (ERU/Pop)	Extraneous flow (L/s)	Peak Factor	Peak flow (L/s)
590/1770	4.65	3.63	38.08

**** The flows are based on maximum design flows from the MOE Guidelines**

SITE SERVICING REPORT UPDATE PORT SEVERN HEIGHTS - PHASE 1 RESIDENTIAL AND COMMERCIAL SEVERANCE LANDS

5.3 Sewage Treatment Works Capacity

As stated in the 2007 servicing study, the sewage treatment works were designed to accommodate Phase 1A based on the existing population and horizon development for the community of Port Severn (Baxter Ward). Phase 1A equates to service population capacity of 600 ERU's or approximately 2000 persons.

According to the 2007 servicing study, there is approximately 186 ERU's capacity available at the sewage treatments works subject to verification by operating staff. Once again as in the case of the water supply, there would be a deficit of 404 ERU (590-186) capacities at the plant for the whole development to move ahead. However, there would be adequate capacity for the commercial lands and a large portion of phase 1 residential to move ahead prior to sewage works expansion.

It is understood that the sewage treatment works are operating at current capacity with the remaining capacity available on a first come first serve basis. A new servicing strategy was adopted in 2011 opening up the previously reserved plant capacity to all development within the settlement boundary on a phase by phase basis.

5.4 Hydraulic Analysis

Similar to the 2007 sewer servicing model a current model was completed with the updated demand. The proposed sanitary sewer sizing is included in Appendix B and the sewer system layout is shown on Drawings S1 and S3 included in Appendix C.

As before, the sanitary sewers sizing was based on flows from entire development. The flow rate utilized in the updated preliminary review was 450 L/c/d plus peaking factor and extraneous flows as indicated in the above tables.

The majority of the development will drain via Street 'C' to an existing MH located on MR 5 (at the boundary between Lot 30, Concession 3 and Lot 31, Concession 3). A second drainage system will be required to drain south along Street 'A' through the commercial lands towards MR 5.

The preliminary analysis indicates that there is adequate flow capacity in the existing sanitary sewer on MR5.

5.4.1. Pumping Station

As reported in 2007, the sewage from the entire development will be collected via a existing 300mm diameter sanitary sewer system on MR5 discharging to an existing sewage pumping (PS1) located south of Muskoka Rd 5 and pumped to the Sewage Treatment facility located on old Hwy 69.

SITE SERVICING REPORT UPDATE PORT SEVERN HEIGHTS - PHASE 1 RESIDENTIAL AND COMMERCIAL SEVERANCE LANDS

The pumping station wet well and forcemains have been sized for ultimate Port Severn Master Plan peak flows. However, the pumping capacity was designed for Phase 1A peak flows from the Port Severn Master Plan which may not allow for the increased flows required. District Municipality of Muskoka Operations informs us that the pumps in PS1 are currently at or near capacity. Further assessment of the pumping station capacity will be required to determine adequate replacement pumps with final design.

6.0 UTILITIES

As confirmed in 2007, adequate Hydro services are located along Muskoka Road 5 for the proposed commercial site along with Bell telephone and wireless fiber optics.

7.0 STORM WATER MANAGEMENT

For the purpose of this updated review PEL conducted a review of the Floodline Mapping and Storm Water Management Assessment prepared by URS in September 2007 (URS Assessment).

7.1 Design Criteria

For site plan development of Phase 1, both quantity and quality control of post development storm run-off is required. As well, the Municipality requires development proponents to identify the mitigation measures that will be put in place during construction to address erosion and sediment control.

In accordance with both the Ministry of Environment SWM Planning and Design Manual and the District of Muskoka's Inter Agency Working Committee Design Manual, the level of quality control to be applied to any given development site is dictated by the sensitivity of the receiving main watercourse. The main watercourse which traverses the central portion of the site eventually discharges to Georgian Bay. Accordingly, the receiving main watercourse should be considered "sensitive" and an enhanced level of quality control should be applied.

Therefore, the design criteria for the proposed residential development is as follows:

- Peak Flow attenuation to pre-development levels for all storm events up to the 100-year event.
- Conveyance of post development 100 year peak flows safely from the site.
- Water quality enhancement to an 'enhanced' level of protection through the use of accepted control techniques such as detention storage, permanent pool storage, enhanced grass swales, level spreaders, infiltration facilities, and oil / grit removers.
- Preparation of a detailed erosion and sediment control and construction mitigation plan to be implemented as part of the construction program.

**SITE SERVICING REPORT UPDATE
PORT SEVERN HEIGHTS - PHASE 1 RESIDENTIAL AND
COMMERCIAL SEVERANCE LANDS**

7.2 Hydrology

The hydrologic model prepared by URS IN 2007 provided quantitative estimates of runoff rates under both existing and proposed development conditions. The following is a summary of our review and a discussion of how the proposed update affects the results of the original assessment.

7.2.1. Drainage Catchments

With the proposed update, additional grading will be required to direct post development drainage from the portions of the developed lands to the proposed storm water management facilities A and B. Quantity and quality control facilities are proposed to treat run-off from developed areas on either side of the main watercourse. There will be small portions of developed lands that due to grading constraints will drain uncontrolled to the existing main watercourses.

While the proposed update calls for an increase in the number of units and in unit types, it was found that, with the acceptance of post-development catchments 205 and 207, no modifications to catchment layout were needed. Significant changes include catchment 205 with the removal of Street E, reduction of the number of detached housing lots from 73 to 6 and the addition of 43 townhouse units and 2 semi-units. However, there would be no change in catchment area size. Changes to catchment 207 include, reducing the number of detached housing lots from 48 to 31 and the addition of 9 multi residential units and parking and increasing the catchment area from 4.2 ha to 5.4 ha.

The proposed post development catchment parameters are listed in Table 8.

Table 8 Post Development Drainage Catchments		
	Area (ha)	% Impervious
201 – External Area (Bypasses Pond)	3.1	15
202 – Semi Detached Housing	3.6	60
203 – External Area (Treated by Pond)	0.8	15
204 – Commercial Zoning	1.4	80
205 – Detached Housing*	2.2	50
206 – SWM Pond A	1.9	50
207 – Residential Lots*	4.2*	50
208 – Commercial Zoning	3.4	80
209 – SWM Pond B	.95	50

SITE SERVICING REPORT UPDATE PORT SEVERN HEIGHTS - PHASE 1 RESIDENTIAL AND COMMERCIAL SEVERANCE LANDS

We believe that the % impervious originally used by URS remain conservative enough that the proposed increase in number of and type of units, will not result in an increase in post development peak flow and not require modifications to the proposed plan with the acceptance of catchment 207. The change in unit type and increase in catchment 207 areas will require utilization of parking lot storage for quantity control and oil / separators for quality control. These controls would be in addition to the previously proposed storm water management pond. Specific details of the design and calculations will be submitted at the time of site plan application.

7.3 Storm Water Management Plan

7.3.1. Quantity Control

Based on the results of the hydrological analysis outlined in the 2007 URS Assessment, an increase in peak storm water run-off rates and run-off volumes from the site can be expected during all major events.

Peak flow attenuation of post development flows to pre-development levels will be achieved by the use of storm water management facilities A and B, with the addition of parking lot detention storage in catchment 207.

Run-off from catchments 202, 203, 204,205 and 206 will drain to SWM facilities A. Catchment 201 will be conveyed to an enhanced swale and outlet directly to the main watercourse.

Controlled drainage from the multi residential unit area parking lot storage facilities will be conveyed to an enhanced swale and outlet directly to the main watercourse. A portion of the uncontrolled run-off from catchments 207 and 206 will outlet through SWM facilities B.

Original design detail and calculation from the 2007 URS Assessment have not been reproduced with this review.

7.3.2. Quality Control

Per the 2007 URS Assessment and our review recommendations, water quality enhancement of post development run-off will be achieved through the implementation of a "treatment train" of approved measures, as follows:

- Construction of SWM facility A and B to treat runoff and provide extended detention storage for frequent events in addition to attenuation storage
- Enhanced roadside ditches and swales designed for both conveyance of drainage and to promote cleansing
- Oil / Grit Separator units at the parking lot storage facilities.
- Suitable construction mitigation measures to be utilized during the site development

**SITE SERVICING REPORT UPDATE
PORT SEVERN HEIGHTS - PHASE 1 RESIDENTIAL AND
COMMERCIAL SEVERANCE LANDS**

7.3.3. Conveyance Controls / Flooding

The storm water management plan outlined in the 2007 URS Assessment included calculations of flood line elevations along the main watercourse and recommended the upsizing of the existing 950mm dia. CSP downstream on Muskoka Road 5 to a 1200mm dia. HDPE in order to reduce flood hazard associated with the back-water effect caused by the 950mm dia. CSP. The flood line mapping has not been changed with this review, but remains in effect. The original calculations have not been reproduced with this report.

8.0 CONCLUSIONS

Port Severn Heights Inc. has retained PEL to assist with a Servicing Study Update for changes to the Port Severn Heights Phase 1 Draft Plan and Commercial Lands

It is concluded with the above noted review that the proposed Phase 1 Draft Plan updates and Commercial Lands Severances are viable within the abovementioned parameters. Full consideration of the parameters presented will be required with final servicing design.

Sincerely,

PINESTONE ENGINEERING LTD.

Ted Maurer, C.E.T.

Joe Mitchell, E.I.T

APPENDIX A
PRELIMINARY WATER NETWORK ANALYSIS



APPENDIX B
PRELIMINARY SANITARY NETWORK CALCULATIONS

APPENDIX C

PRELIMINARY SERVICING DRAWINGS S1, S2 & S3
Master Plan Copy
Phase 1 Red-lined Draft Plan Copy
Commercial Consent Sketch

**SITE SERVICING REPORT UPDATE
PORT SEVERN HEIGHTS - PHASE 1
RESIDENTIAL AND
COMMERCIAL SEVERANCE LANDS**

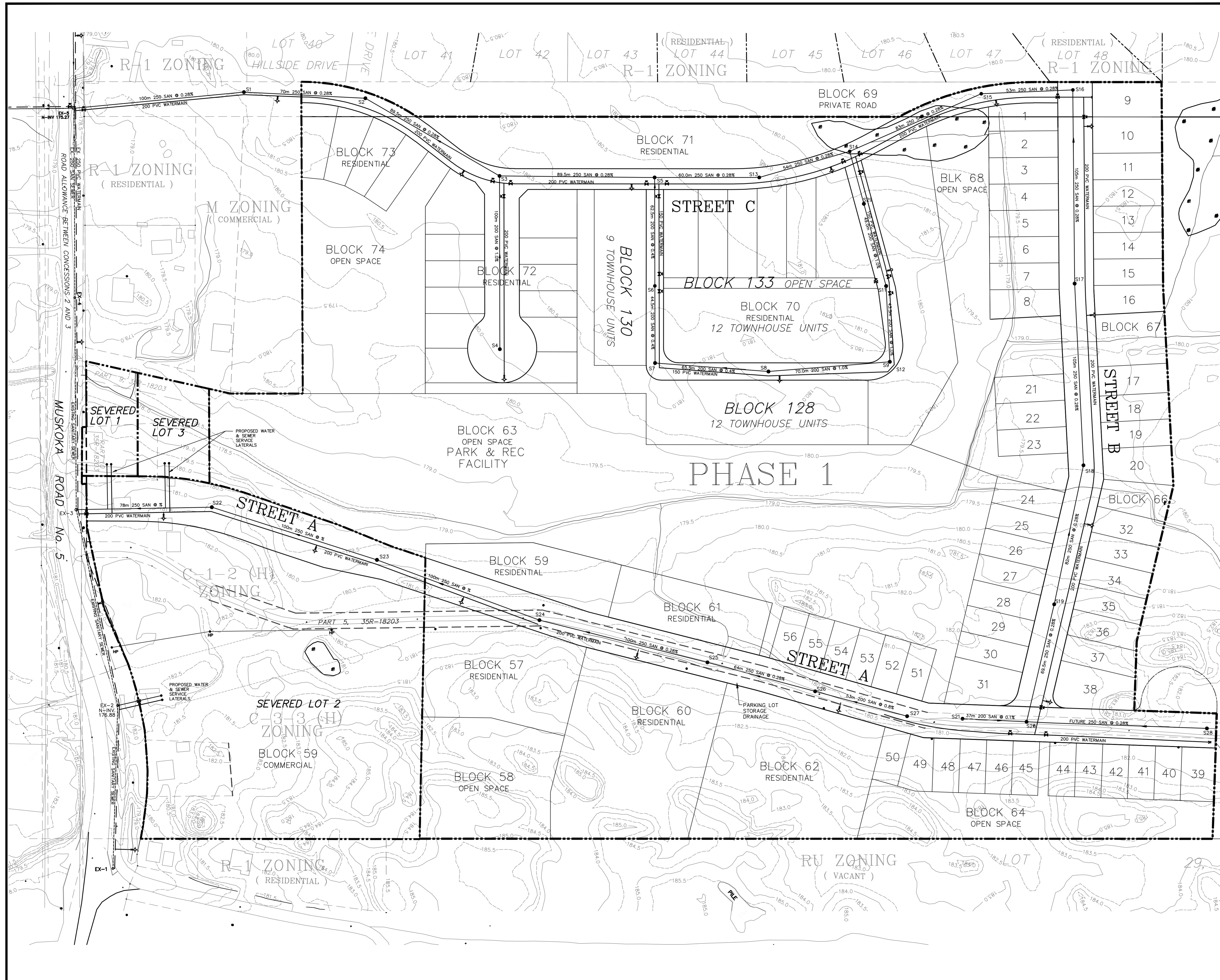
Prepared by:

Pinestone Engineering Ltd.
110 Kimberley Avenue, Unit #1
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Phone: 705-645-8853
Fax: 705-645-7262
Email: pinestone@pel.ca

February 9, 2012
09-10858.1





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 Any errors and/or omissions shall be reported to Pinestone Engineering Ltd. without delay.

NOTES

NO.	DATE	REVISION	BY
1	12.02.08	UPDATED	J.L.

	NORTH ARROW

DESIGN BY:	J.M.
DRAWN BY:	J.L.
CHECKED:	TH.
DATE:	JAN. 2012
SCALE:	1:1000

CLIENT/PROJECT
**PORT SEVERN HEIGHTS
 PHASE 1**

DRAWING TITLE
**PRELIMINARY SITE SERVICING PLAN
 PHASE 1**

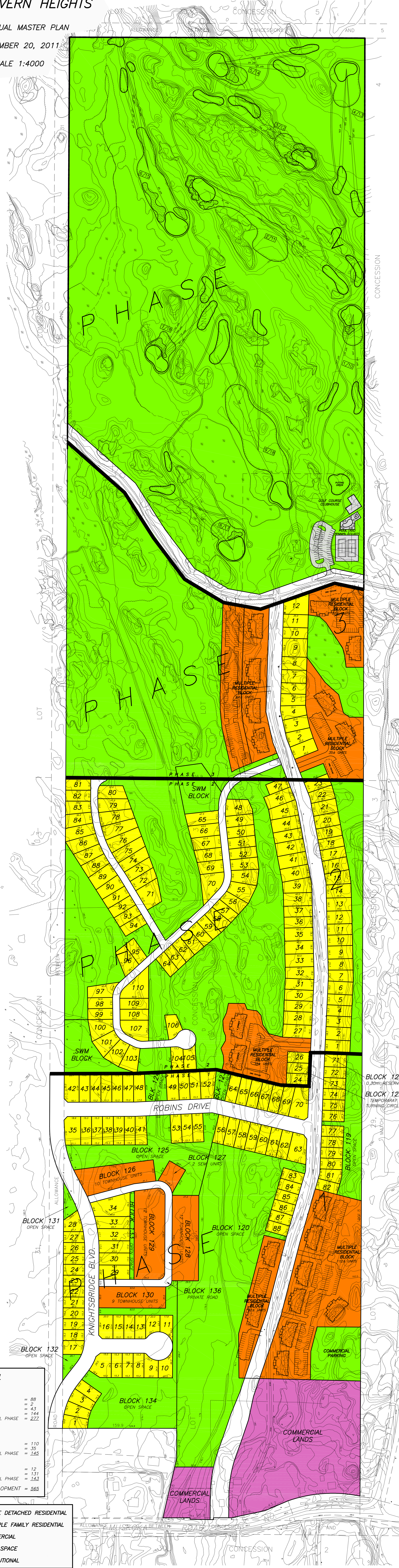
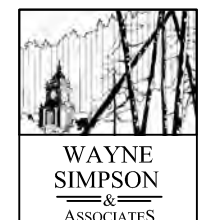
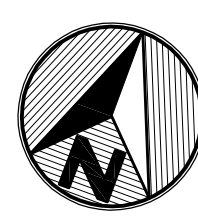
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PORT SEVERN HEIGHTS

CONCEPTUAL MASTER PLAN

SEPTEMBER 20, 2011

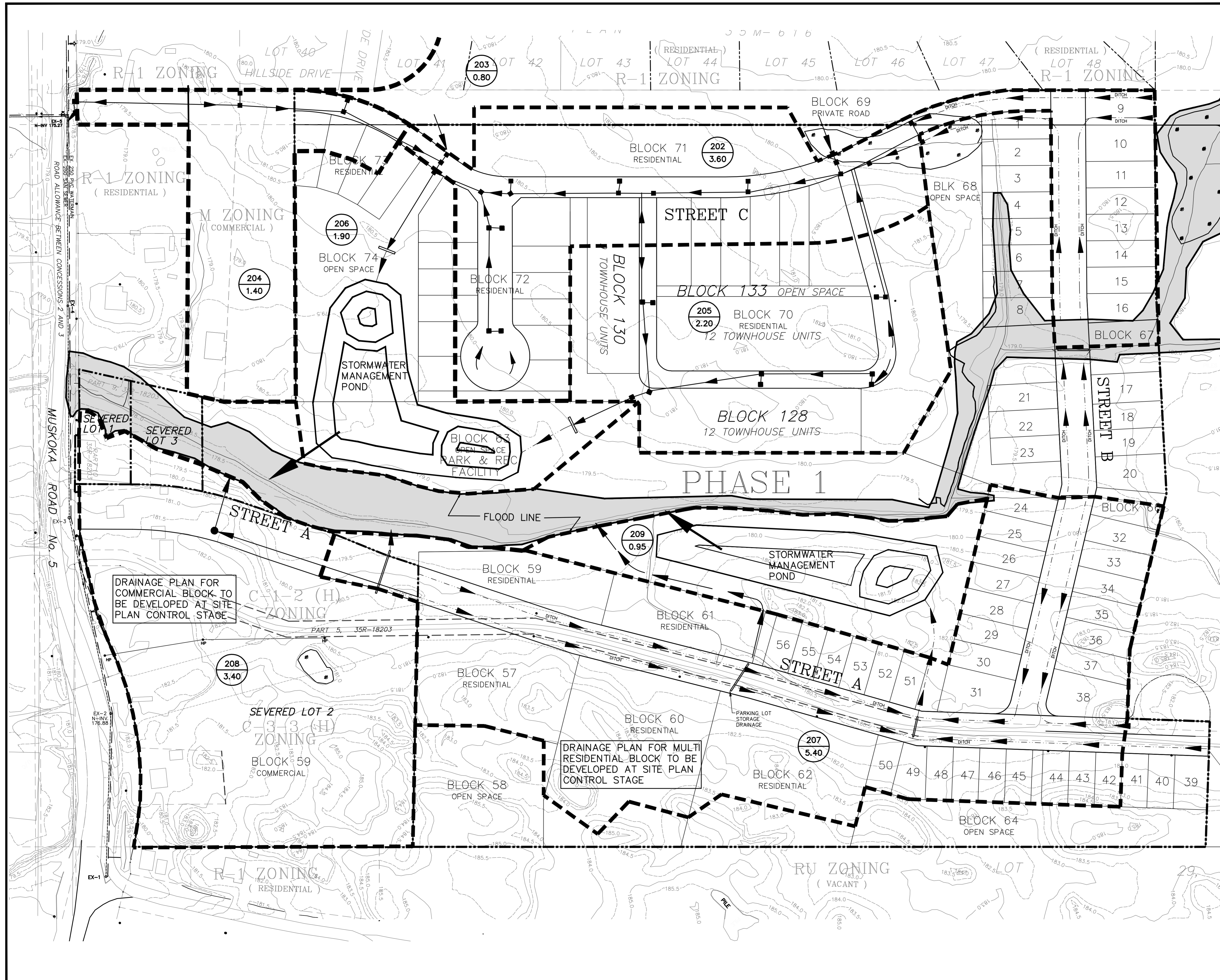
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UNIT BREAKDOWN

PHASE 1:	
SINGLE DETACHED LOTS	= 88
SEMI-DETACHED TOWNHOUSE UNITS	= 2
MULTI-RES UNITS	= 43
MULTI-RES UNITS	= 144
TOTAL PHASE	= 222
PHASE 2:	
SINGLE DETACHED LOTS	= 110
MULTI-RES UNITS	= 35
TOTAL PHASE	= 145
PHASE 3:	
SINGLE DETACHED LOTS	= 12
MULTI-RES UNITS	= 131
TOTAL PHASE	= 143
TOTAL DEVELOPMENT	= 565

- SINGLE DETACHED RESIDENTIAL
- MULTIPLE FAMILY RESIDENTIAL
- COMMERCIAL
- OPEN SPACE
- INSTITUTIONAL



DRAINAGE PLAN FOR COMMERCIAL BLOCK TO BE DEVELOPED AT SITE PLAN CONTROL STAGE

DRAINAGE PLAN FOR MULTI RESIDENTIAL BLOCK TO BE DEVELOPED AT SITE PLAN CONTROL STAGE



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NOTES

LEGEND

- STORM SEWER
- CATCHBASIN
- DITCH
- CATCHMENT BOUNDARY
- CATCHMENT NUMBER
- CATCHMENT AREA(ha.)

1	12.02.08	UPDATED	J.L.
NO.	YY.MM.DD	REVISION	BY

PROFESSIONAL ENGINEER

T.N. HARVEY

REGISTERED ENGINEER

NORTH ARROW

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DRAWN BY:	J.L.
CHECKED:	TH.
DATE:	JAN. 2012
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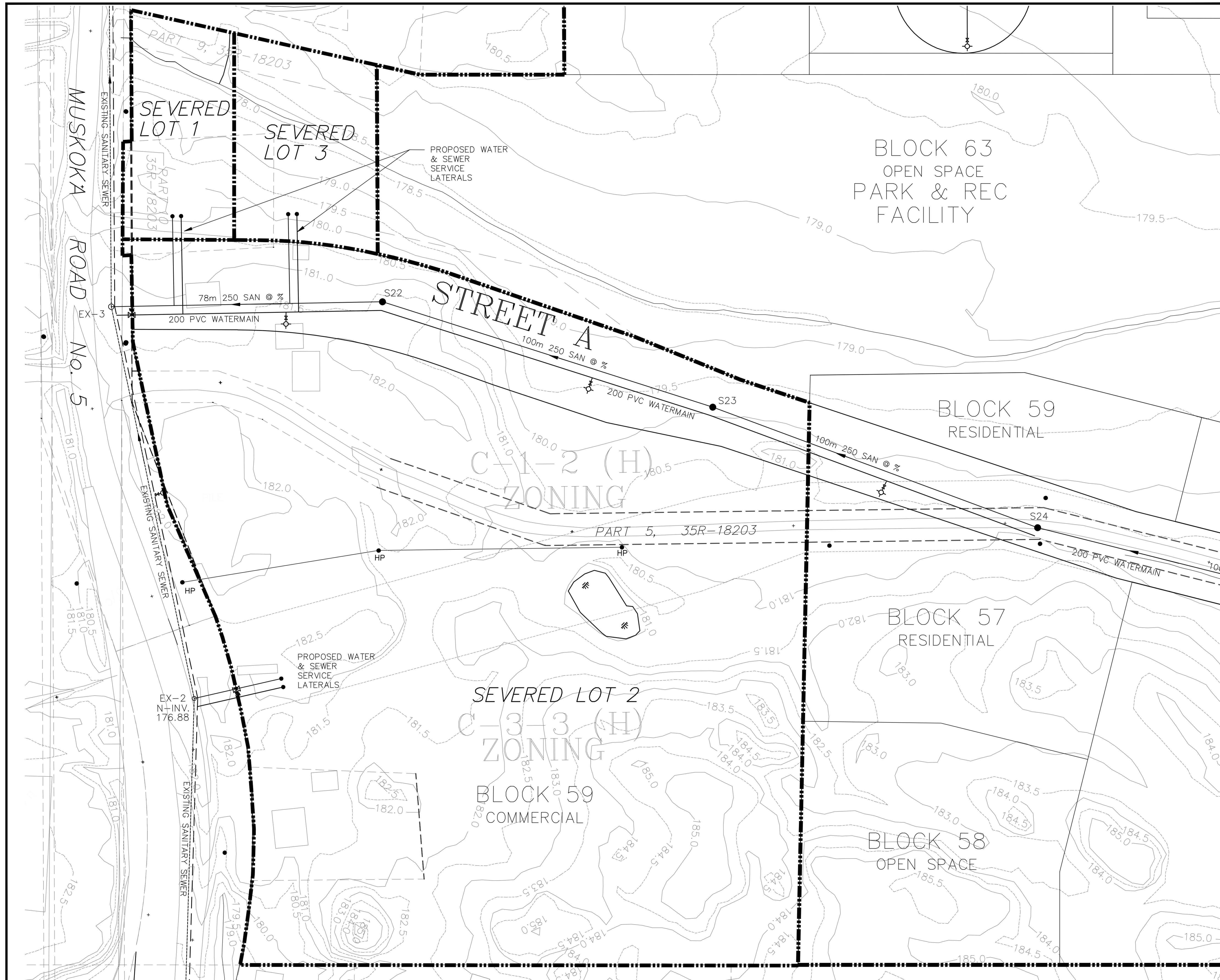
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**PORT SEVERN HEIGHTS
 PHASE 1**

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**PRELIMINARY ROAD DRAINAGE
 PLAN PHASE 1**

PROJECT NO.	DRAWING NO.	REVISION
10-10858.1	S2	0



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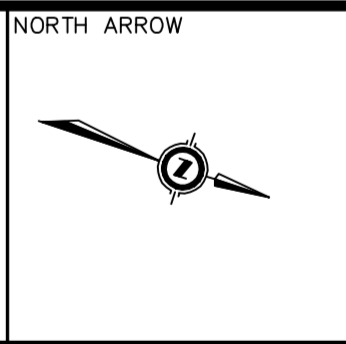
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1	12.02.08	UPDATED	J.L.

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1	12.02.08	UPDATED	J.L.



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DRAWN BY:	J.L.
CHECKED BY:	TH.
DATE:	JAN. 2012
SCALE:	1:500

CLIENT/PROJECT
**PORT SEVERN HEIGHTS
 COMMERCIAL SEVERANCE**

DRAWING TITLE
**PRELIMINARY SITE SERVICING
 COMMERCIAL**

PROJECT NO.	DRAWING NO.	REVISION
10-10858.1	S3	0

PORT SEVERN HEIGHTS CONSENT SKETCH

PART OF LOT 30, CONCESSION 3
GEOGRAPHIC TOWNSHIP OF BAXTER
now in the
TOWNSHIP OF GEORGIAN BAY

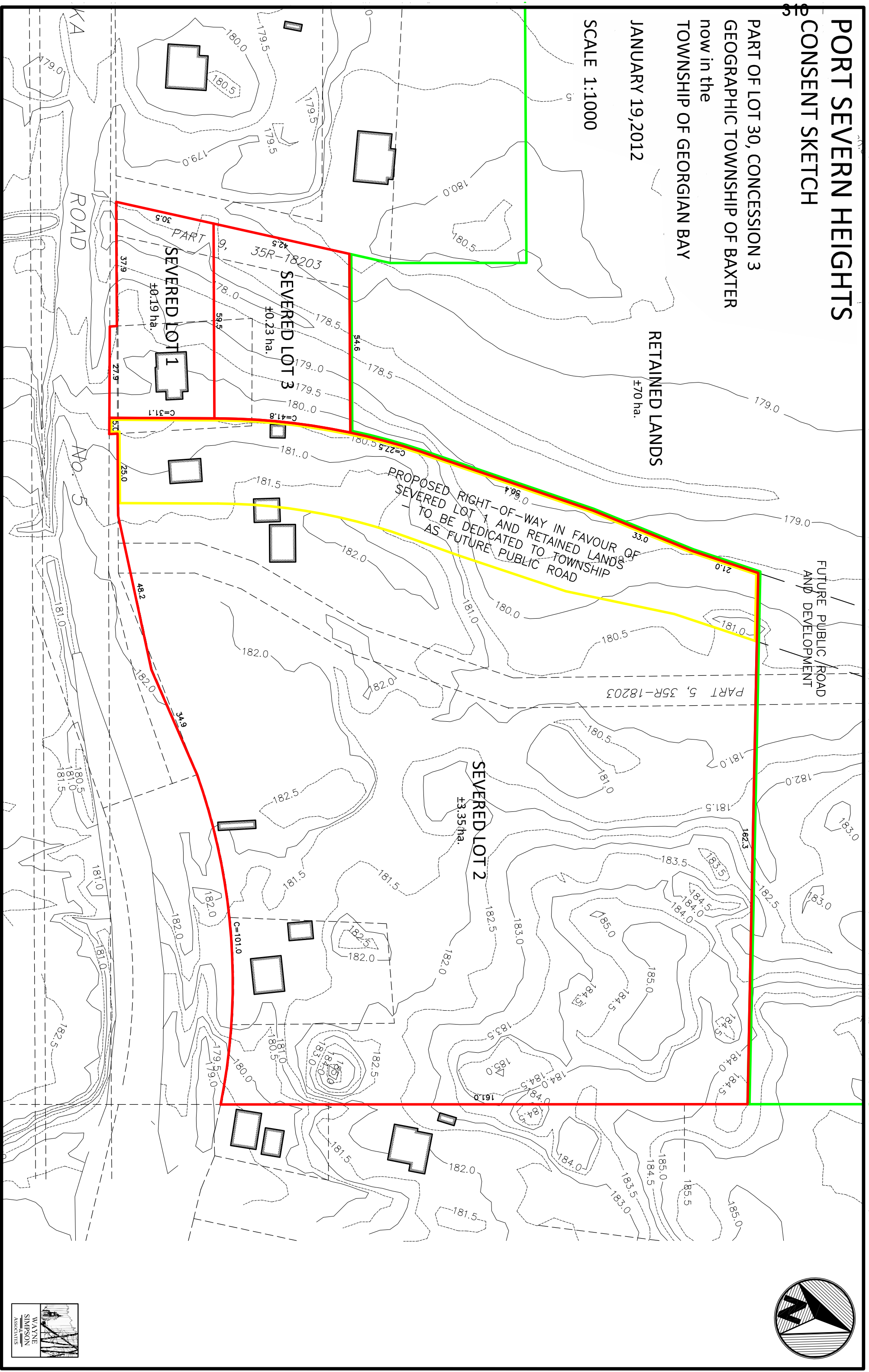
JANUARY 19, 2012

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RETAINED LANDS
±70 ha.

FUTURE PUBLIC ROAD
AND DEVELOPMENT

PROPOSED RIGHT-OF-WAY IN FAVOUR OF
SEVERED LOT 1 AND RETAINED LANDS
TO BE DEDICATED TO TOWNSHIP
AS FUTURE PUBLIC ROAD



LOCATION			INDIVIDUAL		CUMULATIVE		PEAKING	PEAK	PEAK	PEAK	ELEVATION			PROP. SEWER			CAPACITY	F.FLOW	ACTUAL		
STREET	MANHOLE		Area Pop.	Area (ha.)	Area Pop.	Area (ha.)	FACTOR M	POP. FLOW (l/s)	EXT. FLOW Q(i)	DESIGN FLOW Q(d)	MH. From Invert	From Surface	MH. To Invert	PIPE LENGTH (m)	PIPE SIZE (mm)	TYPE OF PIPE	FALL (m)	SLOPE (%)	(l/s) n=0.013	VELOCITY (m/sec)	VELOCITY (m/sec)
	From	To																			
STREET A	S22	EX-3	531.00	-	531.00	-	3.9606	10.9537	1.3951	12.3488	177.160	-	176.880	100.00	250	PVC	0.280	0.28	31.908	0.641	0.3700
DR-5	EX-3	EX-4	24.00	-	555.00	-	3.9505	11.4194	1.4582	12.8775	176.860	-	176.510	115.60	250	PVC	0.350	0.30	33.180	0.667	0.3900
STREET C	S1	EX-5	0.00	-	1239.00	-	3.7381	24.1222	3.2552	27.3774	175.550	-	175.270	100.00	250	PVC	0.280	0.28	31.908	0.641	0.6200
HILLSIDE	EX-5	EX-5A	48.00	-	1842.00	-	3.6133	34.6651	4.8395	39.5046	175.250	-	175.000	73.50	300	PVC	0.250	0.34	57.222	0.798	0.7300

PRELIMINARY WATERMAIN DESIGN JANUARY 2012

Water Main Design Calculations
 Post Severn Estates
 Port Severn, Ontario
 District Municipality of Muskoka

	Number of Unit=	591	(565 Res + 26 Equiv. Comm)
	Population / unit =	3	
Population =		1773	
Per Capita Flow Rate =		450 L / capita - day	
	Peaking Factors		
	Minimum rate factor =	0.45	From MOE Drink WaterGuide Chapter 7 & 8
	Maximum Day Factor =	2.5	From MOE Drink WaterGuide Chapter 7 & 8
	Peak Rate Factor =	3.75	From MOE Drink WaterGuide Chapter 7 & 8
	Average Day Flow Rate =	9.234 Lps	
	Minimum Rate =	4.155 Lps	
	Maximum Day Flow Rate =	23.086 Lps	
	Peak Hour Flow Rate =	34.629 Lps	
	Fire Flow =	38 Lps	(from MOE Table 8.1 - Section 8.4.2)

Trial 1 Peak Hour Flow Rate

Peak hour flow rate =	34.629 Lps	549.2 USGPM
Length of Watermain=	760 m	2493.4 ft
Dia. of Watermain=	0.2 m	8 in.
Elevation of watermain at Muskoka Rd. 5 (h1)=	178.5 m	585.6 ft
Pressure at h1=	690 kPa	100.1 psi
Elevation of wm at new Hydrant (Street B)(h2)=	181.5 m	595.5 ft
y=	9806 N/cu m	62.4 lbs/cu ft
g=	9.81 m/s ²	32.2 ft/s ²
C=	110	

Using Bernoulli's Equation which is

$$\frac{V_1^2}{2g} + \frac{P_1}{\gamma} + h_1 = \frac{V_2^2}{2g} + \frac{P_2}{\gamma} + h_2 + h_l$$

and using Hazen Williams equation

$$V = 0.85 \times C \times R^{0.63} \times S^{0.54}$$

in conjunction with the continuity equation

$$Q = A \times V$$

and re-arranging to solve for $H_f = L \times 10.7 \times Q^{1.85} / D^{4.87} \times C^{1.85}$

$$\text{Therefore } H_f = 6.848 \text{ m}$$

since velocity is the same in the 200mm pipe at both locations the first part of the

PRELIMINARY WATERMAIN DESIGN JANUARY 2012

Bernoulli's equation cancel out, (specifically $V1^2/2g$) and:

$$\frac{P1}{\gamma} + h1 = \frac{P2}{\gamma} + h2 + hl$$

Re-arranging this equation to solve for P2= $(P1/\gamma + h1 - h2 - hl) \times \gamma$

$$P2 = 593.4 \text{ Kpa} = 86.1 \text{ psi}$$

This trial is ok as pressure is above minimum of 275 Kpa / 20 Psi

Trial 1 Maximum Day Demand Plus Fire Flow

Maximum Day Plus Fire Flow =	61.086 Lps	968.8 USGPM
Length of Watermain=	760 m	2493.4 ft
Dia. of Watermain=	0.2 m	8 in.
Elevation of watermain at Earls Road (h1)=	178.5 m	585.6 ft
Pressure at h1=	690 kPa	100.1 psi
Elevation of watermain at new Hydrant(h2)=	181.5 m	595.5 ft
y=	9806 N/cu m	62.4 lbs/cu ft
g=	9.81 m/s ²	32.2 ft/s ²
C=	110	

Using Bernoulli's Equation which is

$$\frac{V1^2}{2g} + \frac{P1}{\gamma} + h1 = \frac{V2^2}{2g} + \frac{P2}{\gamma} + h2 + hl$$

and using Hazen Williams equation

$$V = 0.85 \times C \times R^{0.63} \times S^{0.54}$$

in conjunction with the continuity equation

$$Q = A \times V$$

and re-arranging to solve for Hf = $L \times 10.7 \times Q^{1.85} / D^{4.87} \times C^{1.85}$

$$\text{Therefore Hf} = 19.570 \text{ m}$$

since velocity is the same in the 200mm pipe at both locations the first part of the Bernoulli's equation cancel out, (specifically $V1^2/2g$) and:

$$\frac{P1}{\gamma} + h1 = \frac{P2}{\gamma} + h2 + hl$$

Re-arranging this equation to solve for P2= $(P1/\gamma + h1 - h2 - hl) \times \gamma$

$$P2 = 468.7 \text{ Kpa} = 68.0 \text{ psi}$$

This trial is ok as pressure is above minimum of 140 Kpa / 20 Psi

This is Exhibit "C" referred to in the Affidavit of Edward Maurer sworn by Edward Maurer of the Town of Huntsville, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on July 2, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

A handwritten signature in blue ink, appearing to be 'R. Cohen', is positioned above a horizontal line.

Commissioner for Taking Affidavits (or as may be)

ROBERT B. COHEN

PORT SEVERN HEIGHTS INC.

Honey Harbour Road (MR 5)
Port Severn, Ontario

PRELIMINARY SERVICING REPORT - PHASE 2 & 3



File No. 14-4022
March 19, 2015

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Port Severn Heights Inc.
Honey Harbour Road (MR 5)
Port Severn, Ontario

PRELIMINARY SERVICING REPORT – PHASE 2 & 3

APPENDICES

- Appendix A: Schedule B – Full Service Area Map
- Appendix B: Preliminary Design Calculations and Information
- Appendix C: Floodplain Mapping
- Appendix D: Drawings

1 INTRODUCTION

Port Severn Heights Inc. has retained Tulloch Engineering to prepare a servicing report in support of the Draft Plan of Subdivision for Phases 2 and 3 of the development. The draft plan application is being completed for submission by Wayne Simpson and Associates.

Phases 2 and 3 of the residential development covers an approximately area of 31 hectares / 76.6 acres and is comprised of 304 Units. The draft plan links with Phase 1 lands to the south via Deer Run Drive (Street A).

This report will specifically deal with those parts of the current draft plan described as Part of Lot 30, Concession 3 and Lot 30, Concession 4, Baxter Township in the Township of Georgian Bay, District Municipality of Muskoka, which we will refer to as Phase 2 and 3.

A reduced copy of the Draft Plan has been included in the appendices for reference. The subject property is bordered on the north by vacant lands and to the south by Phase 1 development land. The east is bordered by residential lands along Violet Street and west is vacant residential lands.

Other documents and reports that should be used as reference information include:

- Flood line Mapping and Storm Water Management Assessments, September 2007, prepared by URS Consulting;
- Phase 1 servicing report, February 2012, prepared by Pinestone Engineering submitted as part of the phase 1 draft plan of subdivision application;
- Environmental Impact Statement, October 2009, prepared by Michalski Nielsen Associates Limited;
- Phases 2 & 3 Environmental Impact Study Update, December 2014, prepared by Fri Ecological Services;
- Traffic Impact Assessment For Phase 1, 2 & Commercial, March 2008, prepared by TSH Engineering
- Traffic Impact Assessment Update Phase 1 & Commercial, May 2012, Prepared by Stantec Engineering
- Geotechnical Report Phase 1, January 2007, Prepared by Jacques Whitford

2 SITE SERVICING

2.1 Proposed Development

Phases 1 and 2 of the subdivision are now within the Official Plan's Phase 1 Service Area for Port Severn, while Phase 3 of the subdivision has been identified as being part of the Official Plan's Phase 2 (future) Service Area. All of the proposed subdivision phases are within the Port Severn Central Servicing Boundary as identified on the enclosed Schedule B – Full Services Area map included in Appendix 'A'.

Servicing phases depicted on the servicing schedule B includes: Phase 1 – Municipal Water and Sewer Services Area requiring new development to proceed on the basis of municipal water and sewer services

availability and allocation; Phase 2 – Municipal Water and Sewer Services Area will be serviced in the future once the Phase 1 lands have been substantially developed and servicing capacity is available through infrastructure expansion.

2.2 Service Population

As stated in the 2012 servicing report, the serviceable areas include the Phase 1 subdivision area and future Phases 2 and 3 lands to the north. The revised Master Plan for the entire development lands has been included in Appendix D for reference. The Master Plan now includes a population of 1581(527x3) residential and 78 (26x3) equivalent commercial as shown below in Table 1

Phase 1	Phase 2	Phase 3
64 Single Family Units	66 Single Family Units	128 Multi Residential Units
47 Townhouse Units	75 Townhouse Units	
<u>112 Multi Residential Units</u>	<u>35 Multi Residential Units</u>	
223 Units	176 Units	

Table 1 is based on the service area identified on the servicing plans.

Table 1 - Summary of Service Population

Phase	Subdivision Units	Number of Persons per Household	Population
From 2012 Servicing Report			
Phase 2&3 (2012 Report as Future)	288	3	864
Phase 1 (2012)	372	3	1116
Commercial (2012)	26 (Equivalent ERU)	3	78
December 2014			
Phase 2&3 - 2014	304	3	912
Phase 1 – 2014	223	3	669
Commercial	26	3	78
2014 Servicing Total	553	3	1659

2.3 Per Capita Design Flows

The per capita flows for this report have been based on 450 litres/capita/day (l/c/d). This is the MOE's maximum allowable per capita flow value. The maximum per capita flow values were utilized in the design of the sanitary sewer and the water systems to ensure that the sizing of the preliminary services provided allowance for lot reconfigurations or possible changes in the service population density should final design utilize a refined per capita flow value.

Table 2 identifies the updated maximum per capita flows to be used in the design of the water and sewer services.

Table 2-Service Flows

Description	Daily Flow (Max) (l/c/d)	Peaking Factor (P.F.)	System Losses (l/c/d)	ERU Flows (Inc. P.F. & System Losses) (m ³ /d/ERU)	Per Capita Flows (incl. P.F. & Systems Losses (l/c/d)
Water	450	3.75		5.06	1688
Sewer	450	3.65	227	5.62	1870

3 WATER SUPPLY

3.1 Proposed Development

The program EPANET was used to model the watermain for the proposed development. The existing service watermain nearest to the Port Severn Heights lands is located on Honey Harbour Road (Muskoka Road 5) that runs across the frontage of Phase 1 and commercial lands within the development. The service watermain is a 250mm diameter watermain servicing the Port Severn Urban Centre Area. Phases 2 and 3 of the proposed subdivision will be serviced by new watermain extended through previously approved Phase 1 of the subdivision.

3.2 Service Requirements

The previous site servicing reports for Phase 1 assumed a static watermain pressure of 100 psi (700 kPa) at the MR 5 service watermain. The current results of a flow test completed on January 29, 2015 confirm operating conditions as follows:

Hydrant Residual Pressure: 94 psi

As such, the updated water analysis has included the entire development area.

The following Design Criteria and Flow Determinations were used in this preliminary design review calculations. The preliminary calculations are included in Appendix A for reference:

Average per capita water flow = 450 L/c/d
Max Day Peak factor = 2.50
Peak hour factor = 3.75

A summary of determined flows is provided in Table 3.

Table 3 Summary of Water Flows		
Average Flow (L/s)	Max day flow (L/s)	Peak Hour Flow (L/s)
8.64	21.60	32.40

3.3 Storage Requirement

The updated water supply storage requirement for the proposed development including commercial lands is summarized in Table 4. This storage capacity would be required should there be inadequate flow capacity at the water treatment plant (WTP) for fire protection:

Table 4 Storage Requirement	
Fire Flow (A)	95 @ 2 hr = 684m ³
Balancing (B = 25% Max day)	19m ³
Equalization (C = 25%(A+B))	176m ³
Total (A+B+C)	879m³

3.4 Water Treatment Plant Capacity

As stated in the previous 2012 servicing study prepared for Phase 1 and commercial parts of the development, according to the District Municipality of Muskoka staff the water treatment plant at Port Severn has been constructed to the “Phase 1A” design as per the original Design Brief prepared by Paragon Engineering Ltd in 1995. Phase 1A has been designated for 600 ERU’s peak hour treatment and pumping capacity. In 2009 there was believed to be approximately 186 ERU of capacity remaining at the WTP.

The actual reserve capacity at the WTP is unknown at this point and staff could not report how much remains at this time. However, it is understood that there would be a deficit capacity at the plant for the entire development including phases 2 and 3 to move ahead without expansion. Subject to verification by staff at the time of application, it is believed that there is adequate capacity for the commercial lands Phase 1 residential and a portion of Phase 2 residential to move ahead prior to a plant expansion.

Further, it is understood that the WTP is operating at its current capacity with the remaining capacity available on a first come first serve basis. A new servicing strategy was adopted in 2011 opening up the previously unallocated reserve plant capacity to all development within the OP Phase 1 Servicing Area on a phase by phase basis subject to approved allocation of a limited number of units per phase. It is understood that the approved phased allocation of reserve capacity will be in the order of 20 ERU per construction phase/stage at build out.

3.5 Hydraulic Modeling

Similar to the previous water servicing model prepared in 2012 a current model was completed with the updated demand. The proposed water service model is included in Appendix B and the watermain layout for Phase 2 & 3 is shown on Drawing P1 included in Appendix D.

The static pressure on the existing watermain along MR 5 was confirmed by a current flow test to be 94 psi. The minimum pipe size for the proposed servicing connections is 200 mm diameter. The pressure at the furthest point on development lands away from MR 5 during max day flow plus fire flow was calculated at 270. kPa (39.2 psi). The MOE guidelines state that pressures as low as 140 kPa (20 psi) are acceptable during the max day demand plus fire flow conditions. Therefore the existing watermain is capable of servicing the development with respect to max day and fire flow. The pressure at nodes in the model under max day demand only was found to range from 575.76 to 660.1 kPa (83.5 to 95.8 psi) . The MOE recommended pressure range for max day demand is between 350-480 kPa, and less than 700 kPa (100) psi in order to avoid damaging household plumbing While the pressure modelled does not fall

within the range of the MOR recommendations, it is also less than the maximum allowable under maximum day demand conditions, as well as average day demand.

4 SANITARY SERVICING

4.1 Proposed Development

An existing 300mm diameter gravity sanitary sewer main on Honey Harbour Road (Muskoka Road #5) will serve as the outlet for the development lands. Phases 2 and 3 of the proposed subdivision will outlet to MR 5 through previously approved Phase 1 of the subdivision. The sanitary sewer main then flows approximately 0.5 Km south west along MR 5 to an existing sewage pumping station (PS1) before being discharged to the main waste water treatment plant located on old Highway 69.

4.2 Service Requirements

Table 5 summarizes the design daily sewage flows for the entire development including residential and commercial lands. Servicing drawings in Appendix D identify the additional Phase 2 & 3 residential servicing areas considered.

Table 5 Summary of Service Requirements			
Residential ERU /Population	Per Capita Flows (Inc. P.F. & Systems Losses) (m ³ /c/d)	Per Capita Flows (m ³ /d)	Total ERU Required
527/1581	1.87	2956	527
Commercial Space (Floor Area) (m ²)	Commercial Flow Rates (From MOE Table 5-3) (l/d/m ²)	Design Daily Flow (m ³ /d)	Equivalent ERU's (1982 l/d per ERU)
9712(from 2012 Srv Rpt)	2.5 - 5	49	26
TOTALS		3005 m³/d	553

4.3 Design Criteria

Average per capita sewage flow = 450 L/c/d

Peak factor – Harmon's Formula used

Peak extraneous flow rate = 227 L/c/d

Summary of determined flows is given in the following Table 6.

Table 6 Summary of Sanitary Sewage Flows (Residential + Commercial)				
Population (ERU/Pop)	Maximum Flow (L/s)	Extraneous flow (L/s)	Peak Factor	Peak flow (L/s)
553/1659	8.64	4.36	3.65	35.90

** The flows are based on maximum design flows from the MOE Guidelines

4.4 Sewage Treatment Works Capacity

The District of Muskoka operates an existing Waste Water Treatment Plant (WWTP) approximately 1 km from the site located on Old Highway 69. As stated in previous servicing reports, the designed capacity of the Waste Water Treatment Plant is 600 equivalent residential units (ERUs) with a design flow of 1.17 m³/day/ERU, or a total design capacity of 700 m³/day. This capacity was designated to accommodate Phase 1A based on the existing population and horizon development for the community of Port Severn (Baxter Ward) at the time of design. Phase 1A equates to service population capacity of approximately 2000 persons.

According to the information provided by the District of Muskoka prior to the 2012 servicing report, the WWTP is operating at less than 30% capacity having an approximate daily flow of 187 m³/day or 160 ERUs. Capacity allocation for Phase 2 of the subdivision will need to be granted by the Municipality and improvements relating to WWTP capacity may be required prior to build out. Capacity allocation for Phase 3 of the subdivision would be considered future and could only occur post build out of the OP Phase 1 Servicing Area for Port Severn.

Similar to capacity at the water treatment plan, it is understood that the Waste Water Treatment Plant is operating at current capacity with the unallocated remaining capacity available on a first come first serve basis.

4.5 Hydraulic Analysis

A current sewer servicing model was completed with the updated sewage flow demands. The proposed sanitary sewer sizing is included in Appendix B and the sewer system layout is shown on Drawings P1 included in Appendix D.

As before, the sanitary sewers sizing was based on flows from entire development. The flow rate utilized in the updated preliminary review was 450 L/c/d plus peaking factor and extraneous flows as indicated in the above tables.

Phases 2 and 3 of the development will discharge via proposed gravity sanitary sewers following Hollywood Drive, Robins Drive and Kingsbridge Blvd. and a portion of up-opened road allowance adjoining the south west limit of Phase 1. The proposed sanitary sewers would outlet to the nearest existing sanitary MH located on MR 5 (at the boundary between Lot 30, Concession 3 and Lot 31, Concession 3).

The preliminary sewer analysis indicates that there is adequate flow capacity in the existing sanitary sewer on MR5. A majority of the sanitary sewer has been preliminarily sized as 200 mm diameter at the minimum 0.4% grade. There are several lengths of sewer near the lower system limit that will need to be of a greater pipe diameter or the sewer grade increased with final design.

4.6 Pumping Station

Domestic sewage flows from the entire development will be collected via the existing 300mm diameter sanitary sewer system on MR5 discharging to an existing sewage pumping (PS1) located south west of Muskoka Rd 5 and pumped to the Sewage Treatment facility located on old Hwy 69.

According to the earlier servicing reports the capacity of the sewage pumping station (PS1) is reported to be 18L/s. Capacity of the existing pumping station and forcemain are considered to have adequate capacity for the proposed flow increases subject to verification of the pumping stations wet well sizing at

final design. District Municipality of Muskoka Operations informs us that the pumps in PS1 are currently at or near capacity for the current wet well.

5 UTILITIES

As indicated in the previous servicing reports prepared for phase one of the development, there is overhead hydro infrastructure along Honey harbour Road (MR-5) along with Bell telephone and fiber optic cable plants. It is understood that there is adequate service capacity for the phase 1 and commercial lands, but it is unclear as to what hydro infrastructure upgrades may be required to service proposed subdivision phases 2 and 3. Hydro infrastructure improvements will be assessed at the time of a final subdivision design submission.

6 TRANSPORTATION

6.1 Phases 2 and 3

As indicated in previous servicing reports from 2009 and 2012, Street A (Hollywood Drive) road allowance will provide the main access through the commercial block and phase 1 lands originating at MR5 / Honey Harbour Road. Street A continues north through phase 2 as the main municipal road allowance.

Those sections of roadway with single residential lot frontage will be built to a rural cross section. This roadway will have a 20 m wide right of way with an asphalt width of 6.5 m and granular shoulder widths of 1.25 m. There will be no sidewalks.

Those sections of roadway with higher density residential and commercial use frontages will be built to an urban cross section. The right of way width for this type of road will be 20 m. The asphalt width in a commercial area will be 9.2 m and in a residential area will be 8.0 m. Both cross sections will have curb and gutter with no sidewalks.

The cross sectional roadway makeup recommended in the original geotechnical report completed in 2007 by Jacques Whitford is 90 mm of asphalt on 150 mm of Granular A and 450 mm of Granular B in areas of native silty clay, sand or structural fill.

6.2 Traffic Impact

The 2008 and 2012 Traffic Impact assessments completed evaluated the effect of the proposed development on Muskoka Road 5 particularly at the proposed subdivision entrance and at offsite intersections including Hwy 400 ramps. At the time of the 2008 traffic impact assessment future lands that included areas now designated as phase 2 where included with a master plan unit count of 276 Units. While, the 2012 assessment update primarily considered the impact of phase 1 and commercial lands with a draft plan unit count of 279 units. Currently the master plan unit count is 527, which is considerable greater than previous assessments.

Both impact assessments conclude that operational and capacity improvements to the external road system (MR5) will be necessary with the build out of the commercial block and phase 1 development lands. Included in the recommended improvements were westbound right turn and eastbound left turn lanes at the intersection of MR5 and Street A. The 2012 study further recommended that operation of the improved intersection, including MR5 auxiliary turn lanes, be monitored with the build out of the phase 1

development. Monitoring the operating intersection would help to confirm the need for signalization of the intersection when the remainder of the lands were developed.

A further traffic impact analysis has not been undertaken at this time and it may be reasonable to consider that an update is not warranted at this time. The access roadway through phase 1 of the development will provide an adequate level of service to support the addition of phases 2 and 3 post build out of phase 1. Subject to the intersection improvements at MR5 and Street A being completed during the build out of phase 1, there will be improved service capacity at the main subdivision access. As such, a further traffic impact study and design recommendations may be more appropriately considered with final subdivision approvals, at which time the need for signalization of the intersection could be addressed.

7 STORM WATER MANAGEMENT

PSH - Phase 2 and 3 lands are very flat with an average gradient across of 1.8%. The gentle slope of the land drains to an intermittent drainage course traversing through the central portion of the site. Rock ridges and wetland pockets area scattered throughout the property. Site run-off drains towards the south and into the Phase 1 lands before reaching a 950 mm CSP culvert on Muskoka Road #5.

Site plan developments in the Village of Port Severn require both quantity and quality control of post development flows. The Municipality also requires mitigation measures to be put in place during construction to address erosion and sediment control to be included.

The Ministry of Environment SWM Planning and Design Manual and the District Municipality of Muskoka's Inter Agency Working Committee Design Manual specify that the level of quality control applied to the development site is dependent upon the sensitivity of the receiving watercourse. The watercourse traversing the central portion of the site is considered a sensitive receiver watercourse and therefore an enhanced level of quality control should be applied.

Design criteria followed for the proposed development are listed below:

- Peak flow attenuation to pre-development levels for all storm events up to the 100-Year event;
- Conveyance of post development 100 year peak flows safely from the site;
- Water quality enhancement to an enhanced level of protection through the use of accepted control techniques such as detention storage, permanent pool storage, enhanced grass swales, level spreaders, infiltration facilities, and oil/grit removers; and,
- Preparation of a detailed erosion and sediment control and construction mitigation plan to be implemented during construction.

7.1 Drainage Catchments

Existing Conditions

Existing site conditions involves runoff being directed to a watercourse running through the centre of the property. Catchment 101, 8.74 ha, drains to the south to the main watercourse and flows into Phase 1. Catchment 102, 16.1 ha, flows to the same main watercourse through the site, before eventually outletting to Phase 1 at the same location as Catchment 101. Catchment 103 is approximately 5.5 ha and drains to an existing watercourse to the south before flowing into Phase 1 of the development. South of the phase 2 boundary, both watercourses in phase 2 connect. . All catchments in the existing conditions consist of woodlands, wetlands and barren rock.

Drainage from Catchment 101 and 102 outlets to the same main watercourse central to the site. Drainage from Catchment 103 flows to an existing watercourse to the east of the site. The watercourse on the east of the site flows to the central water course in phase 1 of the development. The total flow from phase 2 -3 was combined and considered as a total offsite flow from the development.

Proposed Conditions

The proposed conditions have been divided into six catchment areas. Catchment 201, 7.08 ha, consists of new single lot developments, woodlands and rock. Catchment 202 is 9.29 ha and consists of apartment buildings, single lot developments, townhouses, woodlands and rock. Catchment 203 is a small catchment area of approximately 0.65 ha and consists exclusively of a apartment complex. Catchment 204 has been split into 2 sections, Catchment 204A and 204B. Catchment 204A is the north part of the development and is directly connected to the central watercourse through the site. Catchment 204A is approximately 7.62 ha, has been unchanged from pre-development conditions and consists of woodlands, bare rock, and wetland. Catchment 204B is approximately 1.8ha, and consists of woodlands, roadway, and single lot development. Lastly, catchment 205 is approximately 4.93ha, and consists of townhouse development area, roadway, woodland and rock.

As with the existing conditions, some separate catchment areas outlet to the same place. Catchments 201, 202, 204A, and 204B all outlet to the watercourse central to the site and were combined in the flow analysis. Catchments 203 and 205 outlet to the watercourse on the east of the site, and these catchments were combined as well. In addition, the total offsite flow from Phase 2-3 of the development was obtained from combining the flow from the 2 main watercourses.

Overland Flows

For quantity control and flow attenuation from the site, storm water management facilities will need to be created in the catchment areas. In this preliminary stage of the design process a general area required for the creation of these facilities was determined to ensure enough land is set aside for stormwater management facilities. Detailed sizing and design of the outlet structures and capacities of the storm water ponds will be conducted at detailed design.

Visual OTTHYMO was utilized in order to size the stormwater management ponds. A 6 hour SCS Type II distribution was selected as the rainfall input for the model. The IDF curve for Port Severn was used to develop a rainfall gauge and scale the distribution for the various storm events. The following table shows the storm distributions developed. The Timmins storm was also utilized as the major storm event for the development and the amount of peak flow attenuation required.

Table 7 - 6 Hour Design Storm Distribution

Return Period (Years)				2	5	10	25	50	100
Rainfall Amount (mm)				34.8	46.8	54.6	64.2	72	79.2
Time Interval (min)		%	Cum %	Rainfall Rate (mm/h)	Rainfall Rate (mm/h)	Rainfall Rate (mm/h)	Rainfall Rate (mm/h)	Rainfall Rate (mm/h)	Rainfall Rate (mm/h)
60	1	5.00%	5.00%	1.74	2.34	2.73	3.21	3.6	3.96
120	2	8.00%	13.00%	2.784	3.744	4.368	5.136	5.76	6.336
180	3	60.00%	73.00%	20.88	28.08	32.76	38.52	43.2	47.52
240	4	16.00%	89.00%	5.568	7.488	8.736	10.272	11.52	12.672
300	5	7.00%	96.00%	2.436	3.276	3.822	4.494	5.04	5.544
360	6	4.00%	100.00%	1.392	1.872	2.184	2.568	2.88	3.168
				34.8	46.8	54.6	64.2	72	79.2

Existing conditions and developed conditions flow rates are shown in the table below for the storm events examined at the 2 outlets of concern as well as the total offsite flow. Storm events examined are the 5 year, 25, and 100 year storm events as well as the Timmins storm event.

Table 8 – Existing and Proposed Peak Flow Rates

Outlet Point	Storm Event (Year)	Peak Flows (m ³ /s)	
		Existing Conditions	Proposed Conditions
Outlet 1	5	0.398	0.694
	25	0.763	1.263
	100	1.160	1.824
	Timmins	1.873	2.399
Outlet 2	5	0.163	0.169
	25	0.304	0.313
	100	0.431	0.450
	Timmins	0.555	0.569
Total Offsite Flow	5	0.485	0.857
	25	0.936	1.576
	100	1.461	2.274
	Timmins	2.354	2.968

7.2 Quantity Control

Three pond areas will provide detention for runoff from post-development catchment areas 201, 201, and 203. Outlets from these ponds will control the flow resulting in no increase in peak water discharge to Phase 1 of the development. To calculate the storage volume required, the post development hydrographs were routed through storage facilities utilizing the Storage Indication Plus Method, which develops a relationship between the inflow hydrograph, pond discharge, and pond storage using the principles of the continuity equation. A comparison of the flow rates after the pond routing is provided in the tables below for outlet 1, outlet 2, and the total offsite flow. It should be noted that the total peak flows were determined by combining hydrographs in OTTHYMO and are not just a direct sum of the flow from individual hydrographs.

Outlet Point	Storm Event (Year)	Un-attenuated Post Development Flow (m ³ /s)		Attenuated Post Development Flow (m ³ /s)		Total Controlled Post Development Flow (m ³ /s)
		204A	204B	201	202	
Outlet 1	5	0.137	0.063	0.110	0.120	0.384
	25	0.264	0.110	0.220	0.200	0.710
	100	0.395	0.154	0.270	0.429	1.144
	Timmins	0.625	0.185	0.335	0.738	1.797

Outlet Point	Storm Event (Year)	Un-attenuated Post Development Flow (m ³ /s)	Attenuated Post Development Flow (m ³ /s)	Total Controlled Post Development Flow (m ³ /s)
		205	203	
Outlet 2	5	0.143	0.016	0.160
	25	0.266	0.032	0.299
	100	0.385	0.048	0.432
	Timmins	0.497	0.066	0.563

Outlet Point	Storm Event (Year)	Attenuated Post Development Flow (m ³ /s)		Total Controlled Post Development Flow (m ³ /s)
		Outlet 1	Outlet 2	
Total Offsite Flow	5	0.384	0.160	0.485
	25	0.710	0.299	0.936
	100	1.144	0.432	1.459
	Timmins	1.797	0.563	2.350

7.3 Quality Control

The Storm Water Management Planning and Design Manual recommends a number of suitable water quality enhancement techniques such as detention storage, permanent pool storage, enhance grass swales, infiltration facilities, and oil/grit separator maintenance holes.

Water quality enhancement of post development run-off will be achieved through the implementation of a treatment train of approved measures as follows:

- Use of the existing wetland at the south west corner of the site as a wet-pond type SWM facility to treat runoff in Catchment 201. This wetland will also incorporate permanent and extended detention storage in accordance with MOE guidelines;
- Construction of a dry-type storm water management facility to treat runoff in Catchment 203 which will provide extended detention storage for frequent events as well as attenuation storage;
- Enhanced roadside ditches and swales designed for conveyance of drainage and promote cleansing;
- Oil/Grit separator units at inlets to both SWM ponds and outlet of the parking lot storage designed with 80% long term TSS removal rate;
- Maintenance and enhancement of 15 m of vegetative buffer on both sides of the intermittent stream; and,
- Suitable construction mitigation measures during site works.
-

A specific breakdown of the preliminary quality treatment measures for the runoff from each catchment area is outlined below.

Catchment 201

Catchment 201 flows to the stormwater management facility via storm sewer. The final maintenance hole prior to entering the stormwater management pond is proposed to be an oil and grit separator (OGS) manhole. The model number and sizing of this maintenance hole will be specified at final design.

Catchment 202

Catchment 202 is similar to catchment 201 in that it flows via storm sewer to the stormwater management pond within the catchment. As in catchment 201, an OGS maintenance hole will be installed prior to the outlet of the storm sewer. The sizing of the OGS unit will be completed at final design.

Catchment 203

Depressed parking lot storage will provide attenuation for the runoff flow from catchment 203. Flow will then outlet to the existing watercourse via a storm sewer system. As with previous catchments, an OGS unit will be installed prior to the sewer outlet to the watercourse.

Catchment 204A

Catchment 204A drains the back of several properties before entering the central watercourse. The developed area of these yards will need to be treated for quality prior to the watercourse. This will be accomplished through a rear-yard swale with an infiltration trench. A total storage volume of 6 m³ is required to be stored in this ditch. Adequate soils depth has been assumed with the import of fill expected on the lots.

Catchment 204B

Catchment 204B is similar to 204A, and is required to treat the drainage from the rear yard of several properties along the central watercourse. A total of 12 m³ of storage is required to treat this area. This will be accomplished in a rear yard drainage swale with an infiltration trench. Adequate soils depth has been assumed with the import of fill expected on the lots.

Catchment 205

For the purposes of determining the storage volume required, catchment 205 was split into two segments, one for the road and paved area and one for the developed houses. The volume required to treat the house area totals 8 m³ and the volume required to treat the paved area is 11m³. Drainage flows south down the roadside ditch and via rear yard drainage swales to the south end of catchment 205. A cross culvert will then bring runoff to the watercourse on the west side of the road right of way. West of the road, a drainage swale and infiltration trench will route the runoff south of the apartment complex. The infiltration trench dimensions will be determined at final design. Adequate soils depth has been assumed with the import of fill expected to for roadway and lot grading.

7.4 Conveyance Controls / Regional Event (100yr)

A series of culverts installed onsite will convey the main channel through the proposed development and convey the roadside ditches to the SWM facilities. Culverts have preliminary sizing to provide conveyance capacity for 100 year storm events.

Three road crossings of the main watercourse through the site are proposed. To convey the drainage through the development, these culverts have been sized as 1200mm HDPE culverts.

The enhanced roadside and property line swales will be sized to convey the 100 year event flows where applicable. The ditch will generally have a 0.75m bottom with 3:1 side slopes. All ditches will need to be grass lined to help prevent erosion, and if ditch grades exceed 2.2%, additional rip-rap ditch lining will need to be provided.

7.5 Erosion and Sediment Control

Erosion and sediment control measures should be implemented for all construction activities within the disturbed areas of the development including vegetation clearing, topsoil stripping, grading and stockpiling of materials. The basic principles considered to minimize erosion and sedimentation and resultant negative environmental impacts include:

- All erosion control devices to be specified in accordance with MOE, OPSD and MNR guidelines;
- Silt control fences and flow checks are to be erected before any grading operations to control sediment movement, and their locations should be reviewed with the engineer prior to site work commencing;
- Minimize disturbance activities where possible;
- Expose the smallest possible land area to erosion for the shortest possible time;
- Immediately institute additional erosion control measures as required during development (contingency plan);
- Reinstatement and stabilize all disturbed areas upon completion of work and before removing mitigation measures;
- Confine refuelling and servicing of equipment to areas well away from the drainage systems; and
- Regular inspection of control measures should be instituted through a final monitoring and mitigation plan including regular maintenance of all control measures. Bi-weekly inspections of the site erosion and sediment controls should be completed by a qualified engineer.

8 FLOODLINE MAPPING ASSESSMENT

8.1 Methodology

In September of 2007 URS developed a floodline mapping and stormwater management report for Phase 1 of the subject Port Severn Heights property. This report was referenced and selections of the URS data was collected and used for a floodline mapping update for Phase 2 and 3 of the development. The Timmins Storm model has been considered the regional event and was used for preliminary flood modelling purposes.

8.2 Catchment Areas

Existing Conditions

The floodline mapping developed by URS involved the entire watershed area of approximately 148.5 hectares. The catchment area has been split into 4 sub-catchment areas, demonstrated on URS Figure 2 located in Appendix C. From this figure it can be seen that sub-catchments A1, A2, and A3 would make up the catchment area when concerned with phase 2 and phase 3 only. A tributary for the main channel flows into Phase 1 south of the Phase 1 and Phase 2 boundary at the east side of the development. This area was modelled as catchment 203 and 205 in the proposed conditions and the area of these catchments was subtracted from catchment A3 as it does not contribute to the main channel within Phase 2.

The table below provides information about the sub-catchment areas. The size of the catchment was taken from the URS report, while the Tc, and CN values were determined based upon existing mapping.

Table 9 –Sub-catchment Values

Catchment ID	Area (ha)	Soil Type	CN Number	Tc (min)
A2	40.25	Silty Loam with varying thickness due to bedrock	70	88.7
A3	22	Silty Loam with varying thickness due to bedrock	70	92.2
A1	58	Silty Loam with varying thickness due to bedrock	70	52.8

The flow modelling program OTTHYMO was utilized to determine the peak flow in the main channel at the Phase 1 and Phase 2 boundary. As in the 2007 report, a storage area was modelled in catchment A1 and in order to ensure consistency, the same parameters as the 2007 report were used. The flow from the various catchment areas was then added together sequentially. This then provides a flow at the most upstream portion of the floodplain study, the flow at the Phase 2 and Phase 3 boundary, and the flow at the Phase 1 and Phase 2 boundary. The flows at these different locations will be used in HEC-RAS at the applicable cross-sections.

Proposed Conditions

The catchment areas used in the development of the stormwater management plan were also used in the floodline mapping when including the full catchment area. Catchment A1 remains identical to the existing conditions. The area of catchments 202 and 204A were subtracted from catchment A2 while catchments 201 and 204B were subtracted from catchment A3 in order to determine the peak flows as a result of the Phase 2 and Phase 3 development. As this is a preliminary analysis, other parameters of Catchment areas A2 and A3 were unchanged. Flow was then routed and added in the same sequence as with the existing conditions. The flow at the phase boundaries will be used in HEC-RAS at the applicable cross-sections.

8.3 Peak Flows

Results of the peak flows calculated in OTTHYMO can be seen in the table below.

Table 10- Peak Flows

Analysis Location	Existing Flow (m ³ /s)	Developed Conditions Flow (m ³ /s)
Upstream study section	1.005	1.005
Phase 2 and Phase 3 Boundary	1.723	1.832
Phase 2 and Phase 1 Boundary	3.865	4.083

It should be noted that while there is an increase showing from the existing conditions to the proposed conditions, the peak flow rates are within 5% each other, and any increase is considered negligible, and could be the result of an modelling process in OTTHYMO. The site conditions of the site area are better known than areas outside of the subject property, and therefore modelling on the site is based upon more realistic conditions. When modelling was completed for the site area alone for the sizing of stormwater management ponds, no increase in peak flow at the outlet was found.

8.4 HEC-RAS Flood Model

A HEC-RAS model was developed using the flows from the OTTHYMO analysis. The cross-sections used in the HEC-RAS analysis can be seen on Drawing D3 in Appendix C

Existing Conditions

The cross-sections for the existing conditions were created using the 0.5 m contours from the area developed using aerial photography during previous reports for the Port Severn Development. Cross-section 13 was utilized as the Phase 2 and Phase 3 boundary and was utilized as a flow change location. Cross-section 4 was used as the Phase 2 and Phase 1 boundary flow change location. This cross-section was chosen in order to see the effects of the full catchment area flow across multiple cross-sections and the low lying flooded portion in the south west corner of the development.

Boundary conditions for the existing conditions were set as known watersurface for both the upstream and downstream conditions. For the upstream watersurface, an elevation was taken from the contour lines of the flooded area. Downstream water surface elevation was taken from the URS 2007 report, and was chosen as the proposed floodline elevation found at the study limit of 179.78. This was chosen as Phase 1 will be part of the existing conditions when Phase 2 is constructed. A mixed flow analysis was conducted.

Proposed Conditions

Prior to running a proposed conditions analysis in HEC-RAS, a preliminary site grading plan was developed. This plan can be seen on Drawing D3 (Post Development Contours). A surface was created in AutoCAD using existing cross-sections and the preliminary grading plan. Cross-sections were taken in the same locations as the existing conditions; however the proposed lot grading was used in their creation. This was then used to create the HEC-RAS model. Culverts and roadways were then added to the geometry.

The proposed conditions also include storage areas for stormwater management purposes. The ponds were added to HEC-RAS using the storage area function and the volume elevation/pond volume scenario. Flows into the ponds were modelled as diversion rating curves through a lateral connection with the flow in the channel being diverted through the storage area. The amount of flow diverted to the storage areas was the same inflow to the storage areas as seen in the OTTHYMO model developed for stormwater management purposes. Outflow from the ponds were created through an additional lateral connection using weirs and culverts sized during the preliminary stormwater management design.

Boundary conditions for the proposed conditions were set as known water surface for both the upstream and downstream conditions, and were set to the same values as the existing conditions model.

Comparison

The floodline for the existing and proposed conditions have been overlaid on the developed site and can be seen on Drawing D3. Water surface elevations from the HEC-RAS models at each cross-section are displayed in the table below.

Table 11 – Floodline Elevations

Port Severn Heights Inc.
Honey Harbour Road (MR 5)
Port Severn, Ontario

PRELIMINARY SERVICING REPORT -- PHASE 2 & 3

Cross-Section ID	Existing Water Surface Elevation (m)	Proposed Water Surface Elevation (m)	Difference (m)
1	179.96	180.34	0.38
2	180.15	180.70	0.55
3	180.33	181.00	0.67
4	180.53	181.00	0.47
5	180.63	181.16	0.53
6	180.76	181.28	0.52
7	180.91	181.29	0.38
8	180.93	181.29	0.36
9	180.96	181.30	0.34
10	180.98	181.30	0.32
11	180.99	181.30	0.31
12	180.99	181.30	0.31
13	181.13	181.30	0.17
14	181.35	181.36	0.01
15	181.37	181.37	0
16	181.55	181.55	0
17	181.62	181.62	0
18	181.75	181.75	0

The table above shows an increase in the water elevation as a result of the proposed development within the area developed. However, upstream of cross-section 14 there is no change in water elevation under the regional storm event. It should be noted that although there is an increase in water elevation, all proposed lots are unaffected by the rise in water elevation due to the proposed raised lot grading.

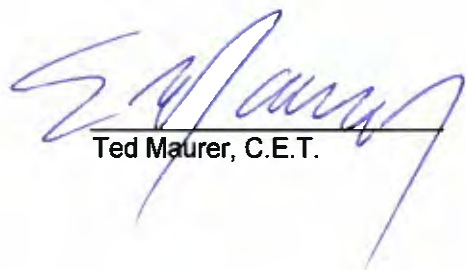
9 CONCLUSIONS AND RECOMMENDATIONS

It is the opinion of Tulloch Engineering that the preliminary servicing review presented in this report demonstrates that servicing of the proposed development is viable and meets local servicing requirements.

It is recommended that the preliminary review and analysis presented form the basis for final design and draft approval of the proposed development.

All of which is respectfully submitted,

TULLOCH ENGINEERING INC.



Ted Maurer, C.E.T.



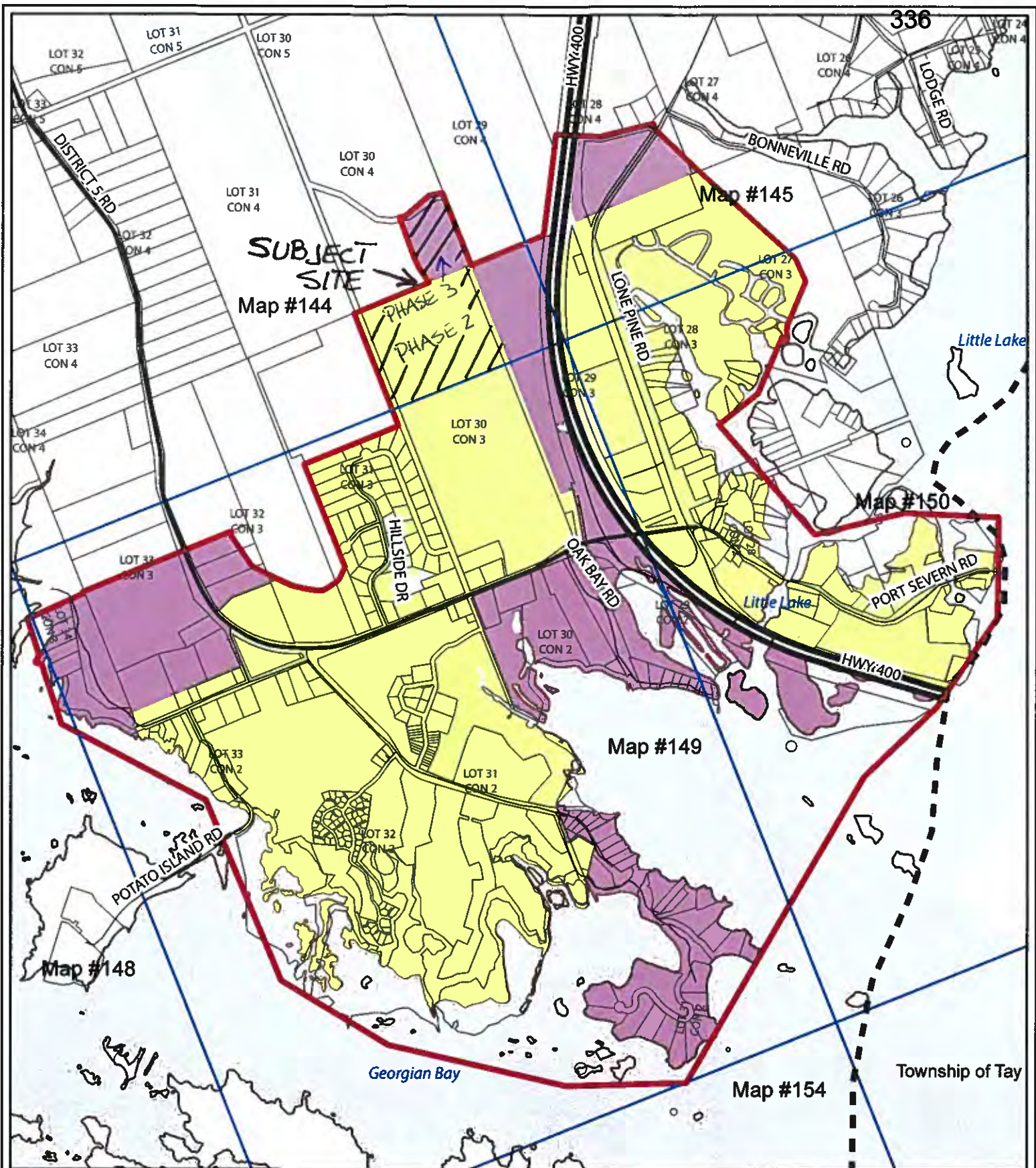
Mark Walker, E.I.T.

Port Severn Heights Inc.
Honey Harbour Road (MR 5)
Port Severn, Ontario

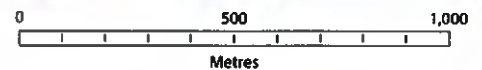
PRELIMINARY SERVICING REPORT – PHASE 2 & 3

APPENDIX A

SCHEDULE B – FULL SERVICES AREAS (PORT SEVERN)



Township of Georgian Bay, Zoning By-law 2014-75
 Schedule B - Full Services Areas
 Map 1 - Port Severn



Legend

- Schedule 'A' Map #
- Port Severn Urban Centre Boundary
- Township Boundary
- Phase 1 Servicing Area
- Phase 2 Servicing Area



Date: Nov 10, 2014

APPENDIX B

PRELIMINARY DESIGN CALCULATIONS AND INFORMATION

- **Stormwater Management**
- **Water**
- **Sanitary**
- **Storm**

Port Severn Heights Inc.
Honey Harbour Road (MR 5)
Port Severn, Ontario

PRELIMINARY SERVICING REPORT – PHASE 2 & 3

Stormwater Management

OTTHYMO
Preliminary Pond Sizing
Preliminary Quality Treatment



Project:	Port Severn Heights	Date:	16-Dec-14
File No:	14-4022	Designed:	MW
Subject:	Stormwater Quality Control	Checked:	TM

Subject Site requires Enhanced level protection. Using table 3.2 Water Quality Storage Requirements based on Receiving Waters, found in the SWM Planning and Design Manual. Storage required per ha was determined by interpolating from the table as follows:

Catchment Area	Storage Volume Required (m ³ /ha)	
	Wetpond Storage Required	Infiltration Trench
201	NA	NA
202	NA	NA
203	NA	NA
204A	NA	28
204B	NA	31
205 Road	NA	40
205 Houses	NA	28

Catchment areas 201, 202 and 203 can be treated for quality control through the use of Oil/Grit separator maintenance holes designed for 80% T.S.S. removal prior to the inlet to the stormwater management ponds or the outlet of the storage area.

Catchment Area	Developed Area (ha)	Impervious Level (%)	Storage Volume Required (m ³)
204 A	0.20	0.45	6
204 B	0.40	0.57	12
205 Road	0.20	0.45	8
205 Houses	0.40	0.57	11

Length of Infiltration Trench Required

Assume a trench of 0.5m depth and 1 m width. With a depth of 0.5m, assume stone volume takes up 60% with 40% voids. With a 150mm subdrain, the volume available for storage per m length of ditch is equal to 0.289m³/m length.

Catchment Area	Trench Length Required (m)	Ditch Length Available (m)	Trench Dimensions (m)
204 A	70.66	104	0.5 x 0.3
204 B	87.10	79	0.5 x 0.5
205 Road	38.06	128	
205 Houses	51.01		0.5 x 0.75

Therefore, enough ditch length is available in all catchment areas to ensure the runoff is treated to standards set out in the MOE Stormwater Management Planning and Design Manual

14-4022 Port Severn Heights
Post Development Catchment Areas

		201	202	203	204A	204B	205	
Modelling Hydrograph		NASH	STAND		NASH	NASH	NASH	
Drainage Direction		South to Stormwater pond	West to Stormwater Pond	Parking Lot storage and watercourse 2	South to Watercourse 1 Creek	To Watercourse 1 Creek	South to Watercourse 1	
Total	Total Drainage Area (ha)	7.08	8.56	0.65	7.62	1.8	4.93	
Pervious	Woodland	Area (ha)	1.67	1.14	0.00	2.97	0.56	0.93
		Hydrologic Soil Group	Silty Loam and varying thickness due to bedrock. Category B					
		Land Use	Pasture and Other Unimproved land					
		SCS Curve Number	65					
		Manning's Roughness	0.035					
	Residential (Single)	Area (ha)	2.33	2.03	0.22	0.20	0.30	1.64
		Hydrologic Soil Group	Silty Loam and varying thickness due to bedrock. Category B					
		Land Use	Crop and other improved land					
		SCS Curve Number	74					
		Manning's Roughness	0.035					
	Total	% of Total Area	56.47%	37.01%	34.31%	41.61%	47.57%	52.18%
		SCS Curve Number	70	71	74	66	68	71
		Initial Abstraction (mm)	8.07	7.87	6.69	10.00	8.92	10.51
		Manning's Roughness	0.035	0.035	0.035	0.035	0.035	0.035
Flow Length		493	362	122	753	244	450	
Flow Slope		0.51%	1.10%	4.10%	0.20%	1.43%	1.33%	
Impervious	Pavement	Area (ha)	0.58	1.35	0.00	0.00	0.10	0.13
		Hydrologic Soil Group	Impervious Area					
		Land Use	Impervious Area					
		SCS Curve Number	98					
		Manning's Roughness	0.013					
	Residential (Apartment)	Area (ha)	0.00	2.33	0.43	0.00	0.00	0.83
		Hydrologic Soil Group	Impervious Area					
		Land Use	Impervious Area					
		SCS Curve Number	98					
		Manning's Roughness	0.013					
	Rock	Area (ha)	2.50	1.71	0.00	4.45	0.84	1.40
		Hydrologic Soil Group	Impervious Area					
		Land Use	Impervious Area					
		SCS Curve Number	70					
		Manning's Roughness	0.04					
	Total	% of Total Area	43.53%	62.99%	65.69%	58.39%	52.43%	47.82%
Manning's Roughness		0.035	0.022	0.013	0.040	0.037	0.029	
Flow Slope		0.54%	0.68%	1.00%	0.20%	2.00%	2.00%	
Directly Connected		11.7%	2.0%	59.1%	10.0%	10.4%	2.8%	


Assumptions


Assume that rock is 60% of all unchanged area (ie total area- developed area x .6)

Assume that rock is generally 10% directly connected to storm sewer or outlet point, when storm sewer exists in the catchment

14-4022 Port Severn Heights
Pre-Development Catchment Areas

		101	102	103	
Modelling Hydrograph		STAND	STAND	STAND	
Drainage Direction		Watercourse 1	Watercourse 1	Watercourse 2	
Total	Total Drainage Area (ha)	8.74	16.09	5.54	
Pervious	Woodland	Area (ha)	3.496	6.436	2.216
		Hydrologic Soil Group	Silty Loam and varying thickness due to		
		Land Use	Pasture and Other Unimproved land		
		SCS Curve Number	65		
		Manning's Roughness	0.035		
	Total	% of Total Area	40.00%	40.00%	40.00%
		SCS Curve Number	65	65	65
		Initial Abstraction (mm)	10.26	10.26	10.26
		Manning's Roughness	0.035	0.035	0.035
		Flow Length	799	924	309
		Flow Slope	0.19%	0.11%	0.65%
Impervious	Rock	Area (ha)	5.244	9.654	3.324
		Hydrologic Soil Group	Impervious Area		
		Land Use	Impervious Area		
		SCS Curve Number	70		
		Manning's Roughness	0.04		
	Total	% of Total Area	60.00%	60.00%	60.00%
		Manning's Roughness	0.013	0.013	0.013
		Flow Slope	0.19	0.11	0.65
		Directly Connected	0.06	0.06	0.06

	Project:	Port Severn Heights - Phase 2 SWMP	Date:	03/12/2014			
	File No.:	14-4022	Designed:	MW			
	Subject:	Preliminary Stormwater Pond 201 Storage Volumes	Checked:	TM			
	Revisions:						
FORMULAS							
Orifice =	$Q = CA(2gh^{0.5})$	Base L	80	Base W	20		
Weir =	$Q = (Cd)(2/3)((2*g)^{.5})(L)(h^{1.5})$ $Cd = 0.611 + (0.075*(H/P))$ L=Length of Weir $Cd = 0.611 + (0.075*(H/P))$	Top L	89	Top W	29		
Depth	Contour	Contour Area	Average Area	Average Depth	Incremental Volume	Total Volume	Head
(m)	(m)	(sq.m)	(sq.m)	(m)	(cu.m)	(cu.m)	(m)
3:1 for first 0.3m, then 5:1 after							
0.00	179.50	1600.00				0.0	0.000
0.1	179.60	1660.36	1630	0.10	163.0	163.0	0.100
0.20	179.70	1721.44	1691	0.10	169.1	332.1	0.200
0.3	179.80	1783.24	1752	0.10	175.2	507.3	0.300
0.4	179.90	2016.00	1900	0.10	190.0	697.3	0.400
0.50	180.00	2125.00	2071	0.10	207.0	904.4	0.500
0.6	180.10	2236.00	2181	0.10	218.0	1122.4	0.600
0.70	180.20	2349.00	2293	0.10	229.2	1351.7	0.700
0.80	180.30	2464.00	2407	0.10	240.7	1592.3	0.800
0.90	180.40	2581.00	2523	0.10	252.2	1844.6	0.900
1.00	180.50	2700.00	2641	0.10	264.0	2108.6	1.000

	Project:	Port Severn Heights - Phase 2 SWMP	Date:	03/12/2014				
	File No.:	14-4022	Designed:	MW				
	Subject:	Preliminary Stormwater Pond 202 Storage Volumes and Release Rates	Checked:	TM				
	Revisions:							
FORMULAS								
Orifice =	$Q = CA(2gh^{0.5})$	Base L	40	Base W	37			
Weir =	$Q = (Cd)(2/3)((2*g)^{.5})(L)(h^{1.5})$ $Cd = 0.611 + (0.075*(H/P))$ L=Length of Weir $Cd = 0.611 + (0.075*(H/P))$	Top L	49	Top W	46			
Depth	Contour	Contour Area	Average Area	Average Depth	Incremental Volume	Total Volume	Head	Comments
(m)	(m)	(sq.m)	(sq.m)	(m)	(cu.m)	(cu.m)	(m)	
	3:1 for first 0.3m, then 5:1 after							
0.00	180.50	1480.00				0.0	0.000	
0.1	180.60	1526.56	1503	0.10	150.3	150.3	0.100	
0.20	180.70	1573.84	1550	0.10	155.0	305.3	0.200	
0.3	180.80	1621.84	1598	0.10	159.8	465.1	0.300	
0.4	180.90	1804.00	1713	0.10	171.3	636.4	0.400	
0.50	181.00	1890.00	1847	0.10	184.7	821.1	0.500	
0.6	181.10	1978.00	1934	0.10	193.4	1014.5	0.600	
0.70	181.20	2068.00	2023	0.10	202.3	1216.8	0.700	
0.80	181.30	2160.00	2114	0.10	211.4	1428.2	0.800	
0.90	181.40	2254.00	2207	0.10	220.7	1648.9	0.900	
1.00	181.50	2350.00	2302	0.10	230.2	1879.1	1.000	



Project:	Port Severn Heights - Phase 2 SWMP	Date:	03/12/2014
File No.:	14-4022	Designed:	MW
Subject:	Preliminary Stormwater Pond 203 Storage Volumes and Release Rates	Checked:	TM
Revisions:			

FORMULAS

Orifice = $Q = CA(2gh^{0.5})$

Weir = $Q = (Cd)(2/3)((2*g)^{.5})(L)(h^{1.5})$

$Cd = 0.611 + (0.075 * (H/P))$

L=Length of Weir

$Cd = 0.611 + (0.075 * (H/P))$

Base L

56

Base W

2

Top L

56.0030

Top W

2

Percent Grading in Lot

1.0 %

Depth (m)	Contour (m)	Contour Area (sq.m)	Average Area (sq.m)	Average Depth (m)	Incremental Volume (cu.m)	Total Volume (cu.m)	Head (m)	Comments
0.00	100.00	112.00				0.0	0.000	
0.01	100.01	232.00	172	0.010	1.720	1.7	0.010	
0.02	100.02	360.00	296	0.010	2.960	4.7	0.020	
0.03	100.03	496.00	428	0.010	4.280	9.0	0.030	
0.04	100.04	640.00	568	0.010	5.680	14.6	0.040	
0.05	100.05	792.00	716	0.010	7.160	21.8	0.050	
0.06	100.06	952.00	872	0.010	8.720	30.5	0.060	
0.07	100.07	1120.00	1036	0.010	10.360	40.9	0.070	
0.08	100.08	1296.00	1208	0.010	12.080	53.0	0.080	
0.09	100.09	1480.00	1388	0.010	13.880	66.8	0.090	
0.10	100.10	1672.00	1576	0.010	15.760	82.6	0.100	
0.11	100.11	1872.00	1772	0.010	17.720	100.3	0.110	
0.12	100.12	2080.00	1976	0.010	19.760	120.1	0.120	
0.13	100.13	2296.00	2188	0.010	21.880	142.0	0.130	
0.14	100.14	2520.00	2408	0.010	24.080	166.0	0.140	
0.15	100.15	2752.00	2636	0.010	26.360	192.4	0.150	

5 Year Storm Event Existing

Port Severn Heights Inc.
Honey Harbour Road (MR 5)
Port Severn, Ontario

PRELIMINARY SERVICING REPORT – PHASE 2 & 3

Water

*Vipond Flow Test Data
Preliminary Water Model*

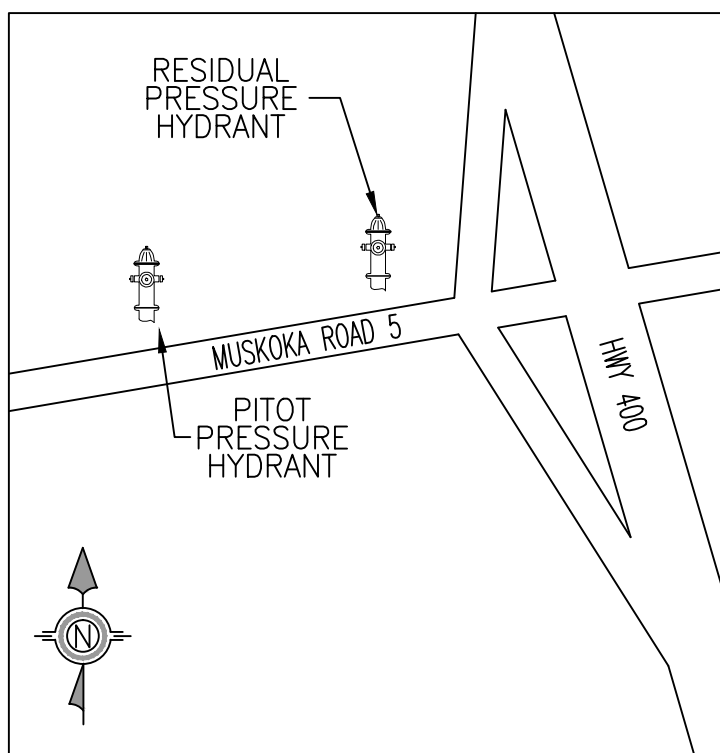


FLOW TEST RESULTS

DATE : JANUARY 29, 2015 TIME : 1:00 PM

LOCATION : MUSKOKA ROAD 5
PORT SEVERN, ONTARIO

TEST BY : VIPOND FIRE PROTECTION AND LOCAL PUC



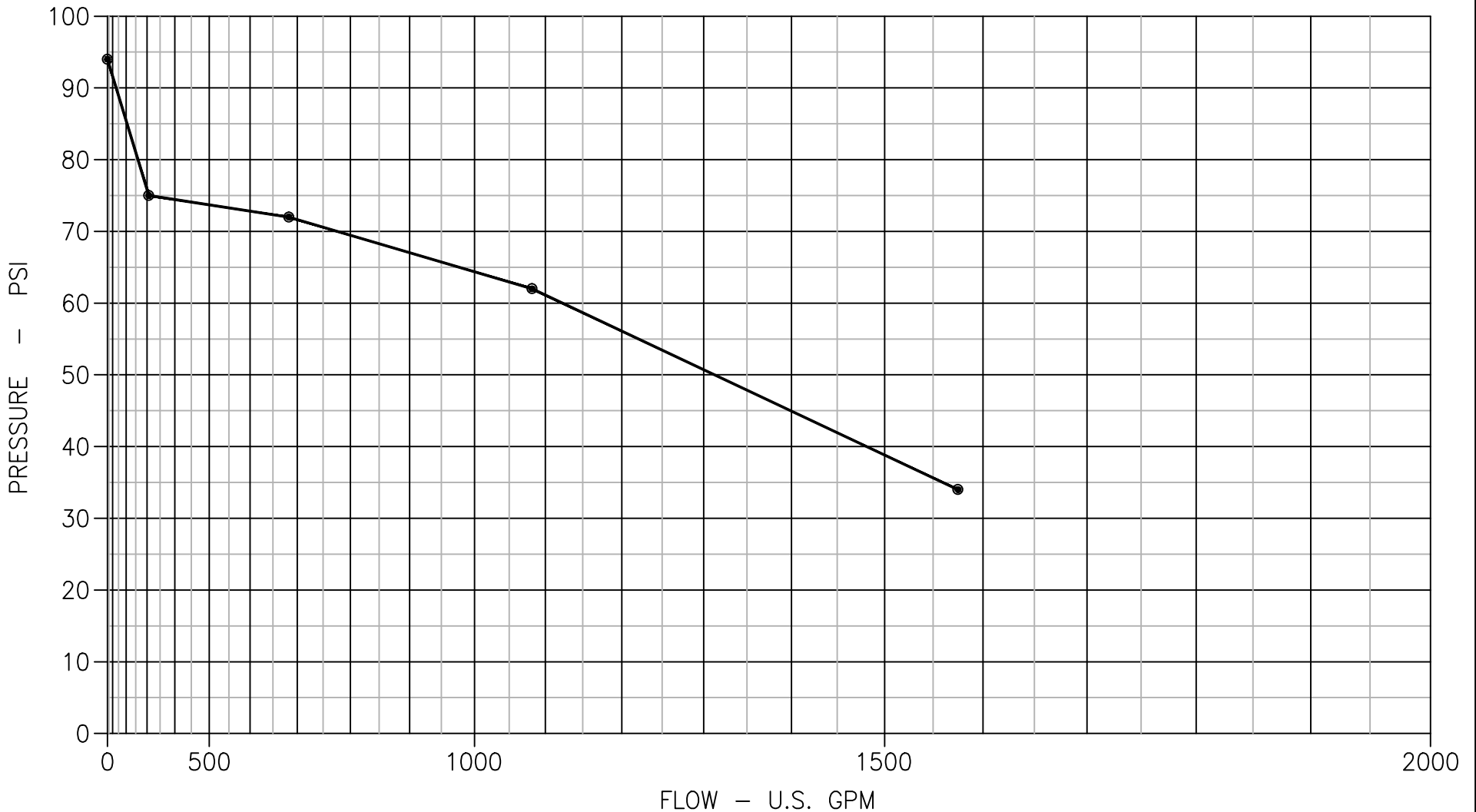
STATIC PRESSURE : 94 PSI

TEST NO.	NO. OF NOZZLES	NOZZLE DIAMETER (INCHES)	DISCHARGE CO-EFFICIENT	RESIDUAL PRESSURE (PSI)	PITOT PRESSURE (PSI)	DISCHARGE (U.S.GPM)
1	1	1-1/8	0.97	75	70	306
2	1	1-3/4	0.97	72	60	686
3	1	2-1/2	0.9	62	50	1186
4	2	2-1/2	0.9	34	22	1574

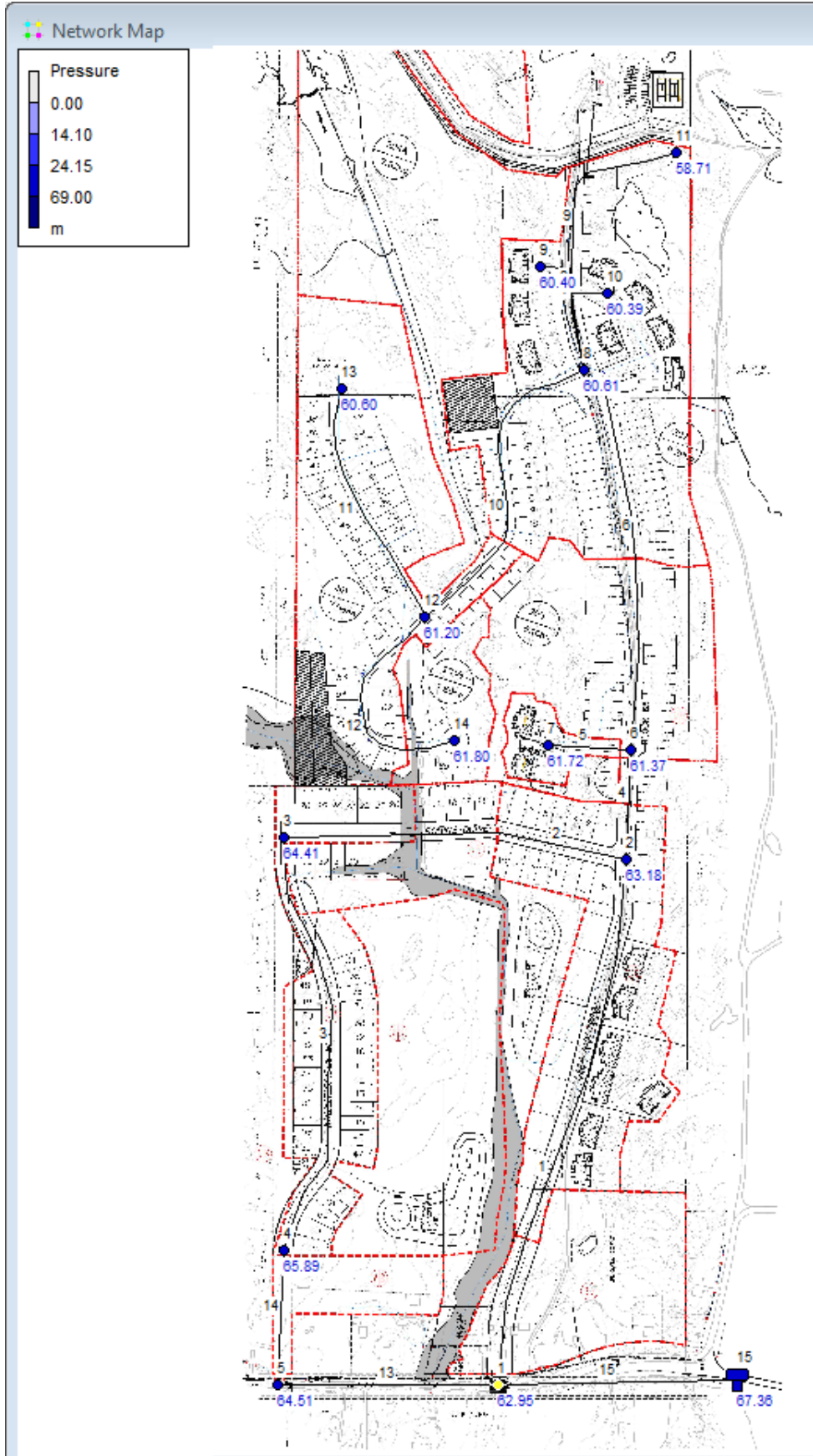


MUSKOKA ROAD 5	BY : ZAC SCHELL
PORT SEVERN, ONTARIO	OFFICE : BARRIE
	TEST BY : VIPOND & PUC
	DATE : JANUARY 29, 2015

STATIC:	RESIDUAL:	FLOW:
<u>94</u> PSI	TEST#1 <u>75</u> PSI @ <u>306</u> GPM	
	TEST#2 <u>72</u> PSI @ <u>686</u> GPM	
	TEST#3 <u>62</u> PSI @ <u>1186</u> GPM	
	TEST#4 <u>34</u> PSI @ <u>1574</u> GPM	



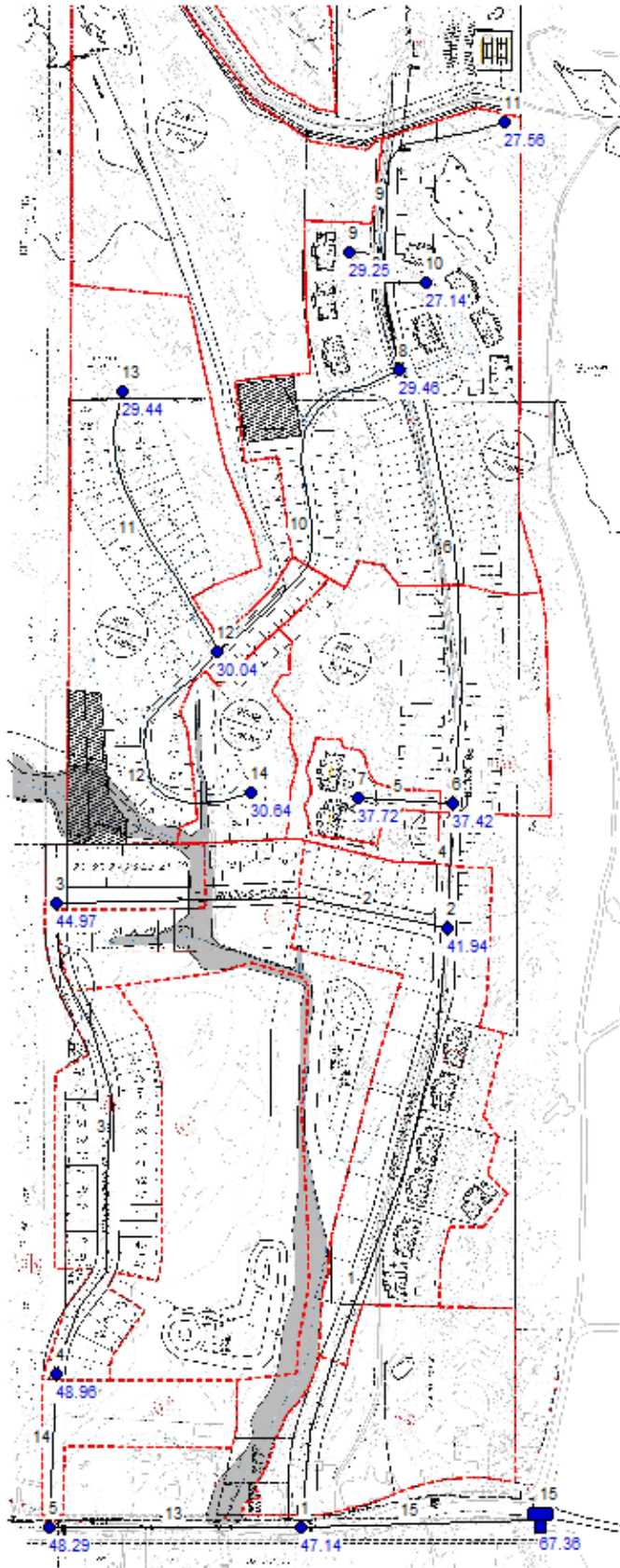
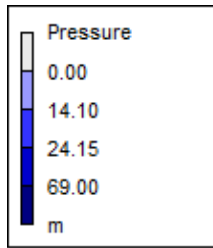
Max Day EPANET Model



Network Table - Nodes					
Node ID	Elevation m	Base Demand LPS	Demand LPS	Head m	Pressure m
Junc 1	181	2.42	6.05	243.95	62.95
Junc 2	180.366	1.109	2.77	243.55	63.18
Junc 3	179.25	.469	1.17	243.66	64.41
Junc 4	177.97	0	0.00	243.86	65.89
Junc 5	179.4	0	0.00	243.91	64.51
Junc 6	182.05	1.078	2.69	243.42	61.37
Junc 7	181.7	0.547	1.37	243.42	61.72
Junc 8	182.6	.344	0.86	243.21	60.61
Junc 9	182.8	.750	1.88	243.20	60.40
Junc 10	182.8	1.250	3.13	243.19	60.39
Junc 11	184.5	0	0.00	243.21	58.71
Junc 12	182	.641	1.60	243.20	61.20
Junc 13	182.6	0	0.00	243.20	60.60
Junc 14	181.4	0	0.00	243.20	61.80
Tank 15	178.5	#N/A	-21.52	245.86	67.36

Note: Pressures in table are in units of m of water. A water temperature of 10 °C was assumed for the temperature of water, and a density of 999.7 kg/m³ was used in the conversion to kPa.

Max Day + Fire Flow EPANET Model



Network Table - Nodes					
Node ID	Elevation m	Base Demand LPS	Demand LPS	Head m	Pressure m
Junc 1	181	2.65	6.63	228.14	47.14
Junc 2	180.366	1.109	2.77	222.30	41.94
Junc 3	179.25	.549	1.37	224.22	44.97
Junc 4	177.97	0	0.00	226.93	48.96
Junc 5	179.4	0	0.00	227.69	48.29
Junc 6	182.05	1.222	3.06	219.47	37.42
Junc 7	181.7	2.727	6.82	219.42	37.72
Junc 8	182.6	.390	0.98	212.06	29.46
Junc 9	182.8	0.750	1.88	212.05	29.25
Junc 10	182.8	18.5	46.25	209.94	27.14
Junc 11	184.5	0	0.00	212.06	27.56
Junc 12	182	0.726	1.82	212.04	30.04
Junc 13	182.6	0	0.00	212.04	29.44
Junc 14	181.4	0	0.00	212.04	30.64
Tank 15	178.5	#N/A	-71.56	245.86	67.36

Note: Pressures in table are in units of m of water. A water temperature of 10 °C was assumed for the temperature of water, and a density of 999.7 kg/m³ was used in the conversion to kPa.

Port Severn Heights Inc.
Honey Harbour Road (MR 5)
Port Severn, Ontario

PRELIMINARY SERVICING REPORT – PHASE 2 & 3

Sanitary

Preliminary Sanitary Sewer Design



TULLOCH ENGINEERING
 PORT SEVERN HEIGHTS - PRELIMINARY SANITARY SEWER DESIGN
 SANITARY SEWER PIPE SIZING with DESIGN CAPACITIES

DATE: 19/03/2015
 DESIGN/CHECK: MW/TM
 PROJECT NO: 13-4022

SHEET
 1

Equations and Constants					
<u>Residential Flow Criteria</u> <div style="border: 1px solid black; padding: 5px; display: inline-block; margin: 5px;">450</div> L/cap/d	<u>Infiltration</u> <div style="border: 1px solid black; padding: 5px; display: inline-block; margin: 5px;">212</div> L/cap/d	<u>Population Density</u> <div style="border: 1px solid black; padding: 5px; display: inline-block; margin: 5px;">3</div> cap/lot	<u>Peaking Formula - Harmon</u> $M = \frac{14}{4+P^{0.5}} + 1$ where M = peaking factor P = Design Population, in thousands	<u>Peaking Formula - Babbitt</u> $M = \frac{5}{P^{0.2}}$ where M = peaking factor P = Design Population, in thousands	

Name	SECTION	FROM UPSTREAM	TO DOWNSTREAM	POPULATION			PEAK FLOWS			DESIGN FLOWS				PIPE				FLOW CONDITIONS				INVERTS			
				No. OF CONNECTIONS	EXISTING POPULATION	TOTAL SECTIONAL POPULATION	PEAKING FACTOR (HARMON FORMULA)	AVG. RESIDENTIAL FLOW	PEAK RESIDENTIAL FLOW	PEAK EXTRANEQUS FLOW	SECTIONAL DESIGN FLOW	SECTIONAL DESIGN FLOW	ACC TOTAL DESIGN FLOW	ACC TOTAL DESIGN FLOW	LENGTH	PIPE DIA	GRADE	CAPACITY	OVER/UNDER CAP	FULL FLOW VELOCITY	Q/Qfull RATIO	ACTUAL VELOCITY at Q(d)	UPSTREAM INVERT	DOWNSTREAM INVERT	
					CAP.	CAP.	CAP.	const.	l/s	l/s	l/s	l/s	m ³ /d	l/s	m ³ /d	m	mm	m/m	l/s	l/s	m/s		m/s	m	m
	---	MH #	MH #																						
		SANMH15	SANMH16	7	21	21	21	4.38	0.11	0.5	0.05153	0.53	46	0.53	46	67.00	200	0.0050	23.17	22.6	0.737	0.023	0.29		
		SANMH16	SANMH17	7	21	21	42	4.38	0.11	0.5	0.05153	0.53	46	1.06	92	57.00	200	0.0050	23.17	22.1	0.737	0.046	0.35		
		SANMH17	SANMH18	10	30	30	72	4.35	0.16	0.7	0.07361	0.75	65	1.81	157	100.50	200	0.0050	23.17	21.4	0.737	0.078	0.38		
		SANMH18	SANMH19	0	0	0	72	4.50	0.00	0.0	0.00000	0.00	0	1.81	157	55.50	200	0.0050	23.17	21.4	0.737	0.078	0.38		
		SANMH19	SANMH20	4	12	12	84	4.41	0.06	0.3	0.02944	0.30	26	2.12	183	58.50	200	0.0050	23.17	21.0	0.737	0.091	0.43		
		SANMH20	SANMH21	6	18	18	102	4.39	0.09	0.4	0.04417	0.46	39	2.57	222	54.00	200	0.0050	23.17	20.6	0.737	0.111	0.46		
		SANMH21	SANMH22	2	6	6	108	4.43	0.03	0.1	0.01472	0.15	13	2.73	236	26.20	200	0.0050	23.17	20.4	0.737	0.118	0.46		
		SANMH22	SANMH24	1	3	3	111	4.45	0.02	0.1	0.00736	0.08	7	2.81	242	22.90	200	0.0050	23.17	20.4	0.737	0.121	0.49		
		SANMH25	SANMH24	3	9	9	9	4.42	0.05	0.2	0.02208	0.23	20	0.23	20	51.50	200	0.0010	10.36	10.1	0.330	0.022	0.13		
		SANMH24	PHASE 1	0	0	0	120	4.50	0.00	0.0	0.00000	0.00	0	3.03	262	87.90	200		0.00	-3.0	0.000	#DIV/0!	#DIV/0!		


Name	SECTION	FROM UPSTREAM	TO DOWNSTREAM	POPULATION				PEAK FLOWS				DESIGN FLOWS				PIPE				FLOW CONDITIONS				INVERTS	
				No. OF CONNECTIONS	EXISTING POPULATION	TOTAL SECTIONAL POPULATION	TOTALCUMULATIVE POPULATION	PEAKING FACTOR (HARMON FORMULA)	AVG. RESIDENTIAL FLOW	PEAK RESIDENTIAL FLOW	PEAK EXTRANEIOUS FLOW	SECTIONAL DESIGN FLOW	SECTIONAL DESIGN FLOW	ACC TOTAL DESIGN FLOW	ACC TOTAL DESIGN FLOW	LENGTH	PIPE DIA	GRADE	CAPACITY	OVER/UNDER CAP	FULL FLOW VELOCITY	Q/Qfull RATIO	ACTUAL VELOCITY at Q(d)	UPSTREAM INVERT	DOWNSTREAM INVERT
		SANMH14	SANMH13	8	24	24	24	4.37	0.13	0.5	0.05889	0.61	52	0.61	52	104.50	250	0.0028	31.44	30.8	0.640	0.019	0.14		
		SANMH13	SANMH12	3	9	9	33	4.42	0.05	0.2	0.02208	0.23	20	0.83	72	33.20	250	0.0028	31.44	30.6	0.640	0.027	0.26		
		SANMH12	SANMH11	12	36	36	69	4.34	0.19	0.8	0.08833	0.90	78	1.74	150	99.00	250	0.0028	31.44	29.7	0.640	0.055	0.30		
		SANMH11	SANMH10	0	0	0	69	4.50	0.00	0.0	0.00000	0.00	0	1.74	150	39.00	250	0.0028	31.44	29.7	0.640	0.055	0.30		
		SANMH10	SANMH6	0	0	0	69	4.50	0.00	0.0	0.00000	0.00	0	1.74	150	81.00	250	0.0028	31.44	29.7	0.640	0.055	0.30		
		SANMH9	SANMH8		0	0	0	4.50	0.00	0.0	0.00000	0.00	0	0.00	0	79.50	250	0.0028	31.44	31.4	0.640	0.000	0.00		
		SANMH8	SANMH7	48	144	144	144	4.20	0.75	3.1	0.35333	3.50	302	3.50	302	63.00	250	0.0028	31.44	27.9	0.640	0.111	0.40		
		SANMH7	SANMH6	80	240	240	240	4.12	1.25	5.1	0.58889	5.74	496	9.24	798	70.50	250	0.0028	31.44	22.2	0.640	0.294	0.54		
		SANMH6	SANMH5	0	0	0	309	4.50	0.00	0.0	0.00000	0.00	0	10.97	948	25.50	250	0.0028	31.44	20.5	0.640	0.349	0.58		
		SANMH5	SANMH4	3	9	9	318	4.42	0.05	0.2	0.02208	0.23	20	11.20	968	37.50	250	0.0028	31.44	20.2	0.640	0.356	0.58		
		SANMH4	SANMH3	22	66	66	327	4.29	0.34	1.5	0.16194	1.64	141	12.84	1109	100.30	250	0.0028	31.44	18.6	0.640	0.408	0.60		
		SANMH3	SANMH2	12	36	36	363	4.34	0.19	0.8	0.08833	0.90	78	13.74	1187	62.10	250	0.0028	31.44	17.7	0.640	0.437	0.61		
		SANMH2	SANMH1	20	60	60	423	4.30	0.31	1.3	0.14722	1.49	129	15.23	1316	103.50	250	0.0028	31.44	16.2	0.640	0.485	0.63		
		SANMH1	SANMH24	16	48	48	471	4.32	0.25	1.1	0.11778	1.20	103	16.43	1420	83.60	250	0.0028	31.44	15.0	0.640	0.523	0.65		
		SANMH25	SANMH24	35	105	105	105	4.24	0.55	2.3	0.25764	2.58	222	19.00	1642	87.80	250	0.0028	31.44	12.4	0.640	0.605	0.67		
		SANMH24	PHASE 1	0	0	0	576	4.50	0.00	0.0	0.00000	0.00	0	19.00	1642	217.00	250	0.0028	31.44	12.4	0.640	0.605	0.67		

Port Severn Heights Inc.
Honey Harbour Road (MR 5)
Port Severn, Ontario

PRELIMINARY SERVICING REPORT – PHASE 2 & 3

Storm

Preliminary Storm Sewer and Ditch Sizing

	<p>TULLOCH ENGINEERING</p> <p>PORT SEVER HEIGHTS PHASE 2 - PRELIMINARY STORM SEWER DESIGN</p> <p>STORM SEWER PIPE SIZING with <u>DESIGN CAPACITIES</u></p>	<p>DATE: 12/29/2014</p> <p>o MW/TM</p> <p>PROJECT NO: 13-4022</p>	<p>SHEET</p> <p>1</p>
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Equations and Constants					
<p><u>Peak Flow</u></p> <p>$Q = 0.00278 \cdot A \cdot i \cdot C$</p> <p>where: A = catchment area (ha) i = 5yr rainfall intensity (mm/h) C = weighted runoff coefficient</p> <p>Source: MTO Equation 8.19</p>	<p><u>Hydraulic Radius</u></p> <p>$R = \frac{D}{4}$</p> <p>where: D = Pipe diameter</p> <p>Source: MTO Design Chart 2.29</p>	<p><u>Full Pipe Velocity</u></p> <p>$V = \frac{R^{0.667} S^{0.5}}{n}$</p> <p>where: R = Hydraulic Radius S = Pipe Slope n = Manning's n</p> <p>Source: MTO Design Chart 2.29</p>	<p><u>Pipe Capacity</u></p> <p>$Q_{full} = V \cdot \text{area}$</p> <p>where: V = Velocity area = πr^2</p> <p>Source: MTO Design Chart 2.29</p>	<p><u>Bransby-Williams Formula</u></p> <p>$T_c = \frac{0.057 \cdot L}{S_w^{0.2} \cdot A^{0.1}}$</p> <p>where: L = Watershed length S_w = Watershed slope A = Watershed area</p> <p>Source: MTO Design Equation 8.15</p>	<p><u>Airport Formula</u></p> <p>$T_c = \frac{3.26(1.1-C) \cdot L^{0.5}}{S_w^{0.33}}$</p> <p>where: L = Watershed length S_w = Watershed slope C = Runoff coefficient</p> <p>Source: MTO Design Equation 8.16</p>
<p><u>Manning's n</u></p> <p>Smooth-walled poly-pipe = 0.013 Concrete pipe = 0.013 Grassed Channels = 0.05</p> <p>Source: MTO Design Chart 2.01</p>	<p><u>Runoff Constants</u></p> <p>Rolling woodland = 0.30 Suburban = 0.25 Pavement = 0.90</p> <p>Source: MTO Design Chart 1.07</p>	<p><u>Weighted Runoff Constant</u></p> <p>$C_w = \frac{(C_1 A_1) + (C_2 A_2) + \dots}{A_{total}}$</p> <p>where: 1, 2,.. = Drainage sub-areas</p> <p>Source: MTO Design Equation 8.10</p>	<p><u>Rainfall Intensity (i)</u></p> <p>Interpolated values from MTO IDF curve for Port Severn</p> <p>Source: MTO IDF Curve Database</p>		

ID	LOCATION			DRAINAGE AREA					RUNOFF			PIPE SELECTION									
	Street	From	To	Area (A) (ha)	Cum. Area (A) (ha)	Weighted Runoff C (const.)	A*C (ha)	Cum. A*C (ha)	T _c (min)	i (mm/h)	Q _{des} (m ³ /s)	Pipe Length (m)	Pipe Start (masl)	Pipe End (masl)	Pipe Slope (m/m)	Pipe Diameter (m)	Hydraulic Radius (m)	Full Pipe Velocity (m/s)	Pipe Capacity (m ³ /s)	Time of Flow (min)	Over/under Capacity (m ³ /s)
1	North East Street	North End	SWM 201	3.54	3.540	0.54	1.912	1.912	15.00	120.5	0.645	389.00	181.945	180.000	0.005	0.750	0.188	1.781	0.787	3.641	0.142
2	North East Street	South End	SWM 201	3.54	3.540	0.54	1.912	1.912	15.00	120.5	0.645	162.00	180.810	180.000	0.005	0.750	0.188	1.781	0.787	1.516	0.142
3																					
4	East Street	Intersection	SWM 202	7.34	7.342	0.68	4.993	4.993	15.00	120.5	1.685	96.40	182.364	181.400	0.010	0.900	0.225	2.844	1.809	0.565	0.125
5	East Street	S end of 202	SWM 202	1.22	1.218	0.40	0.487	0.487	15.00	120.5	0.164	145.083	182.125	181.400	0.005	0.450	0.113	1.27	0.201	1.910	0.037
6	Note, starting pipe elevation is taken as contour level when pond is at the 25 year storage volume																				
7																					

Notes: The time of concentration for a M.H. is the greater of two values: its inlet time or the cumulative time of concentration from the uppermost M.H. to the current M.H. If two sewers converge at a M.H., the time of concentration is the greater for the values of the two sewers.

All flows are based on a 5-year storm event

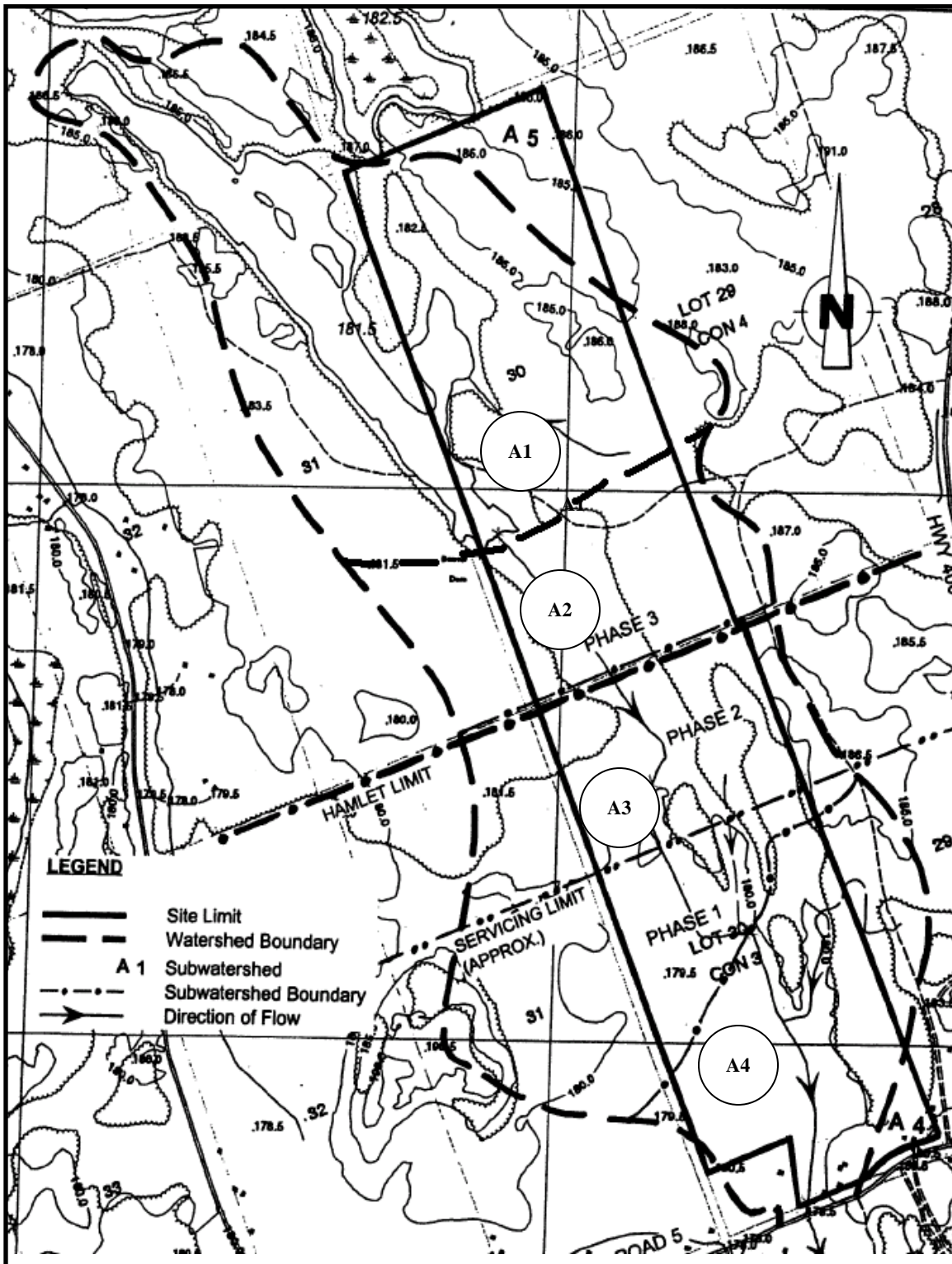
Port Severn Heights Inc.
Honey Harbour Road (MR 5)
Port Severn, Ontario

PRELIMINARY SERVICING REPORT – PHASE 2 & 3

APPENDIX C

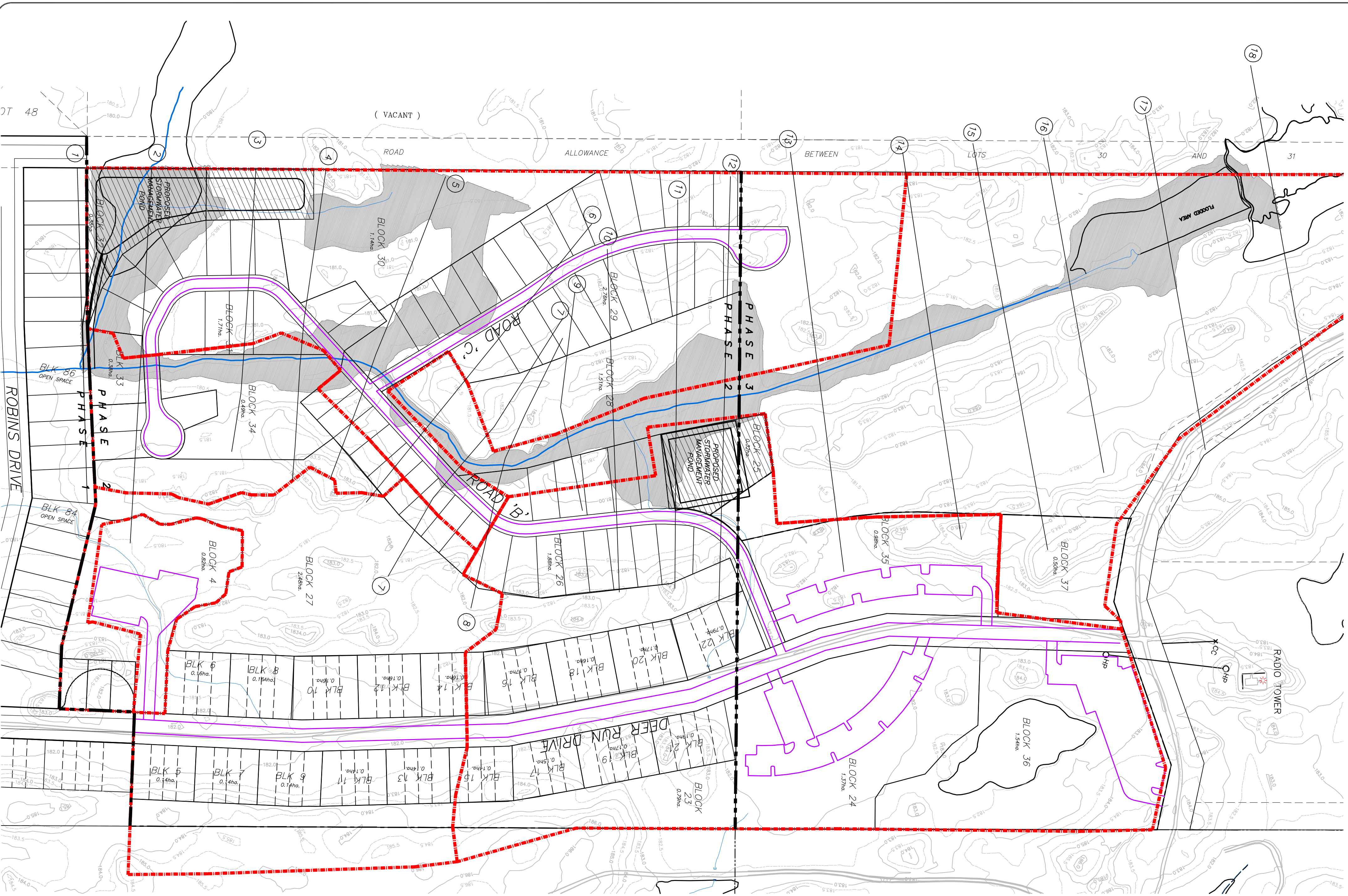
FLOODPLAIN MAPPING

URS Figure 2
HEC-RAS Model
Drawing D3 (11x17)

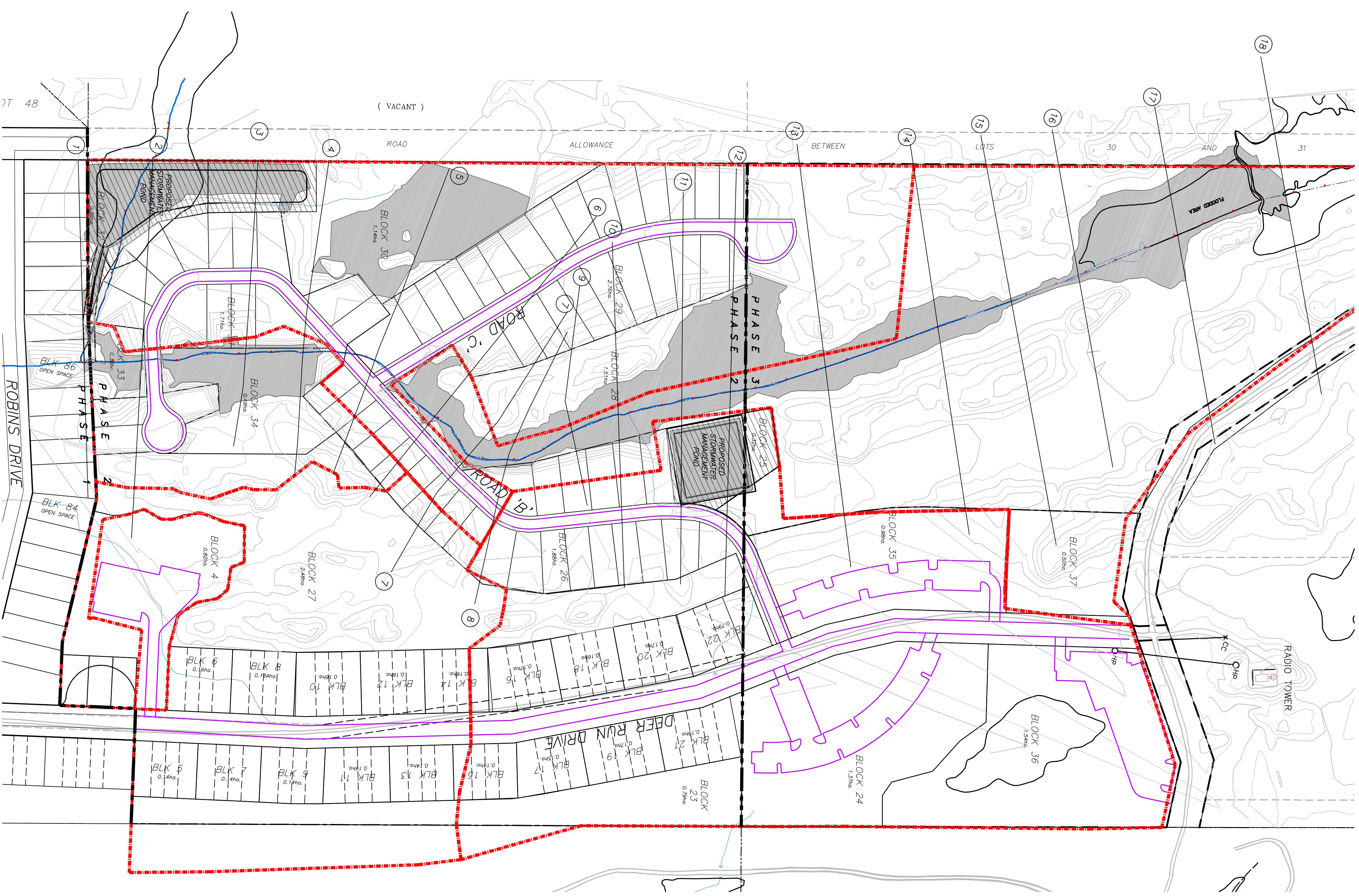


<p>DATE</p> <p>MAY 2007</p>	<p>URS URS Canada Inc. 75 Commerce Valley Drive East Markham, ON L3T 7N9</p>	<p>Figure 2</p>
<p>SCALE</p> <p>1: 50,000</p>	<p>Port Severn Development Hydrologic Analysis Existing Condition</p>	

PRE-DEVELOPMENT FLOODPLAIN MAPPING



POST DEVELOPMENT FLOODPLAIN MAPPING

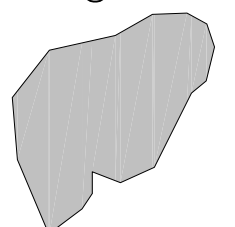


REVISIONS	REMARKS
No.	DATE

LEGEND

MAJOR CONTOUR	173.0
MINOR CONTOUR	172.0
HERMS CROSS SECTIONS	①

FLOODPLAIN MAPPING (EXIST. AND PROPOSED)



PROJECT TITLE
 PORT SEVERN HEIGHTS, PHASE 2 & 3

DRAWING TITLE
 FLOODPLAIN MAPPING

LOCATION
 PORT SEVERN HEIGHTS, PORT SEVERN, ON

DATE
 JANUARY 16, 2015

DRAWN
 DR

CHECKED
 TM

SCALE
 1:1500

ISSUED FOR
 TENDER

ISSUED FOR CONSTRUCTION

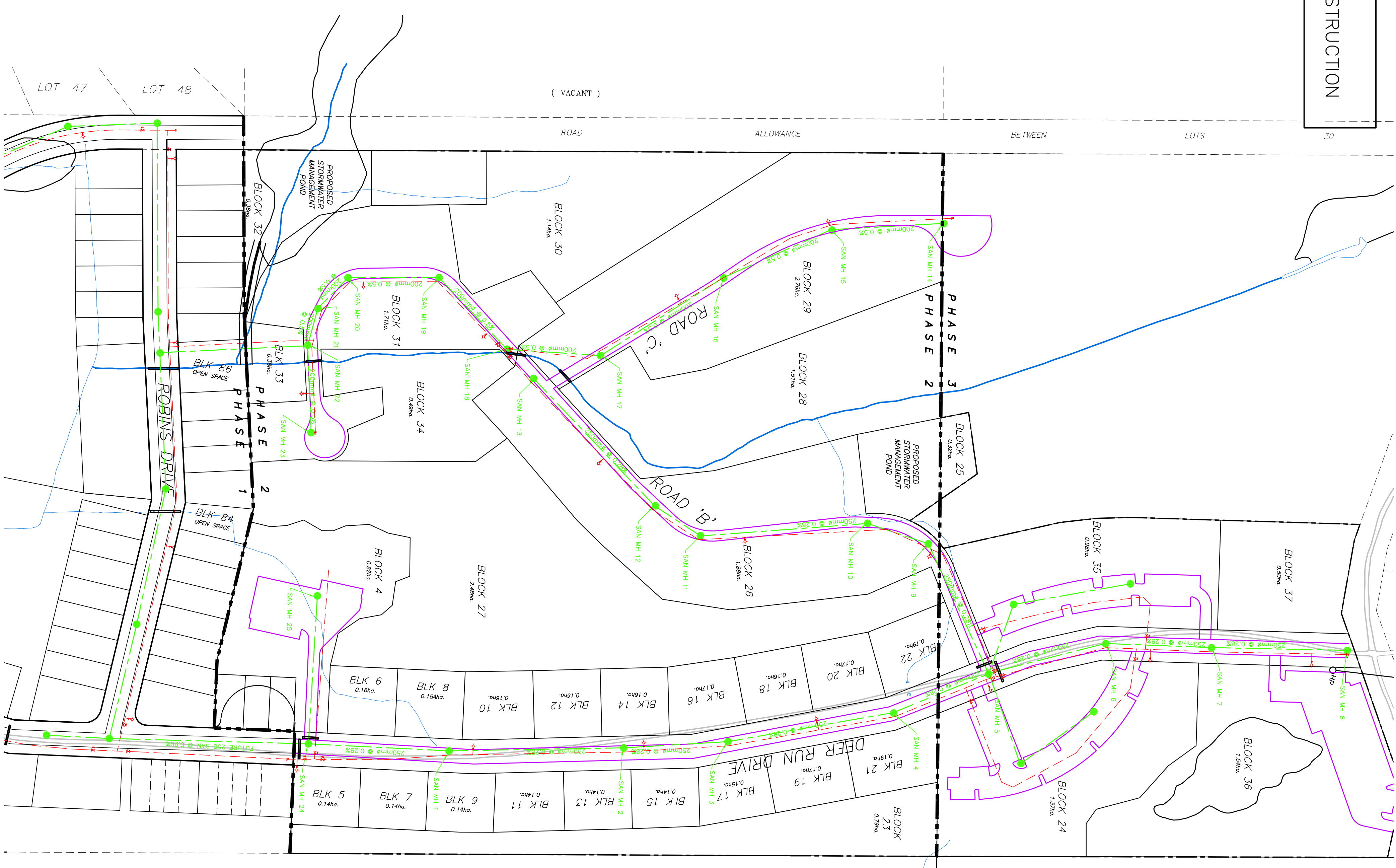
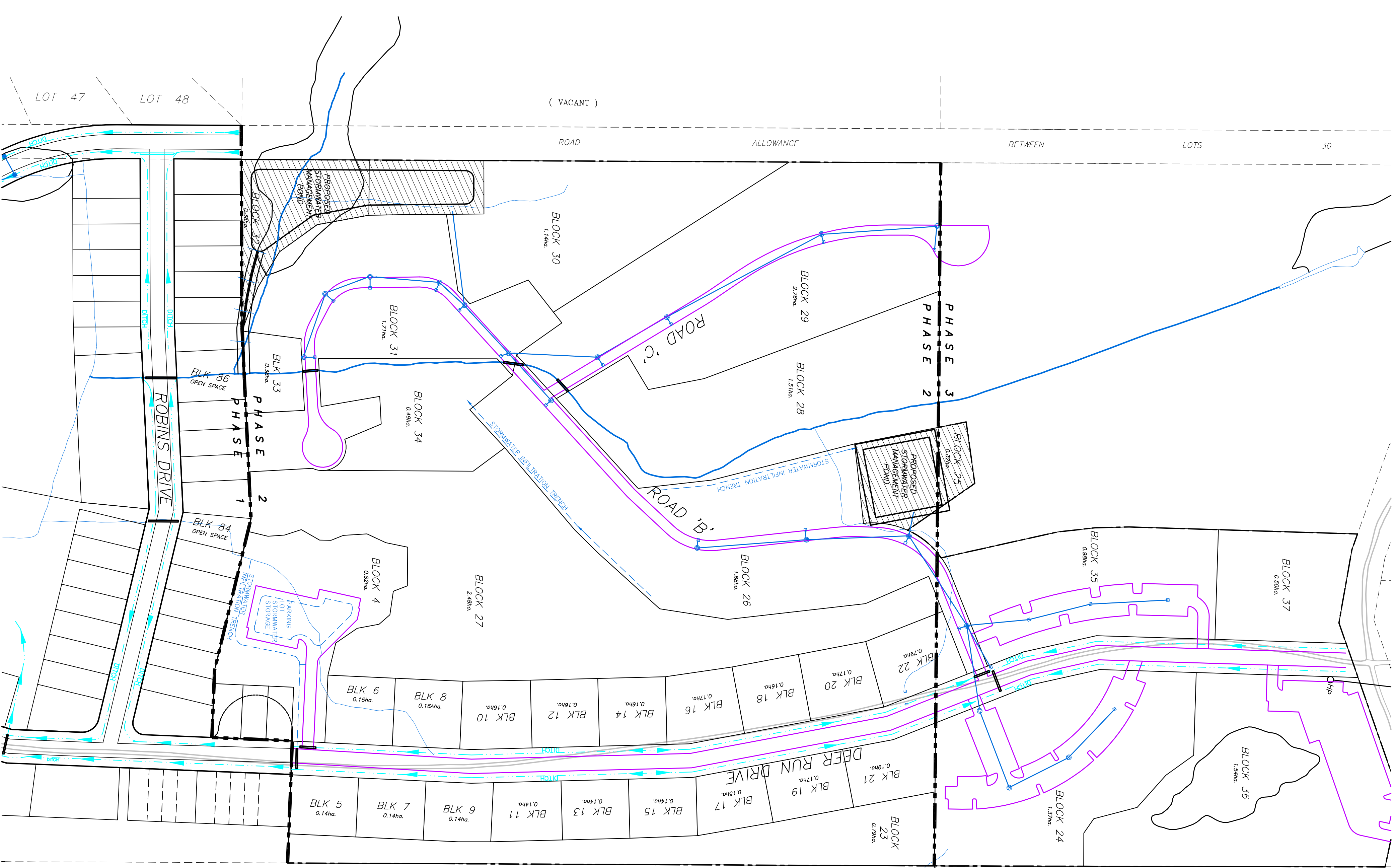
DWG. No. 14-4022
PROJECT No. 0
REV. No. 0

APPENDIX D

DRAWINGS

- P1 – Preliminary Stormwater and Servicing Plan
- P2 – Overall Subdivision Plan
- D1 – Existing Stormwater Catchment Areas
- D2 – Proposed Stormwater Catchment Areas
- D3 – Floodplain Mapping

PRELIMINARY
NOT FOR CONSTRUCTION



STORMWATER PLAN
SCALE 1:1500

SITE SERVICING PLAN
SCALE 1:1500



REVISIONS	REMARKS
NO.	DATE

LEGEND
WATERMAIN
STORM SEWER
SANITARY SEWER

PROJECT TITLE
PORT SEVERN HEIGHTS, PHASE 2 & 3

DRAWING TITLE
PRELIMINARY STORMWATER AND SITE SERVICING PLAN

LOCATION
PORT SEVERN HEIGHTS, PORT SEVERN, ON

DATE
JANUARY 16, 2015

DRAWN
DR

CHECKED
TM

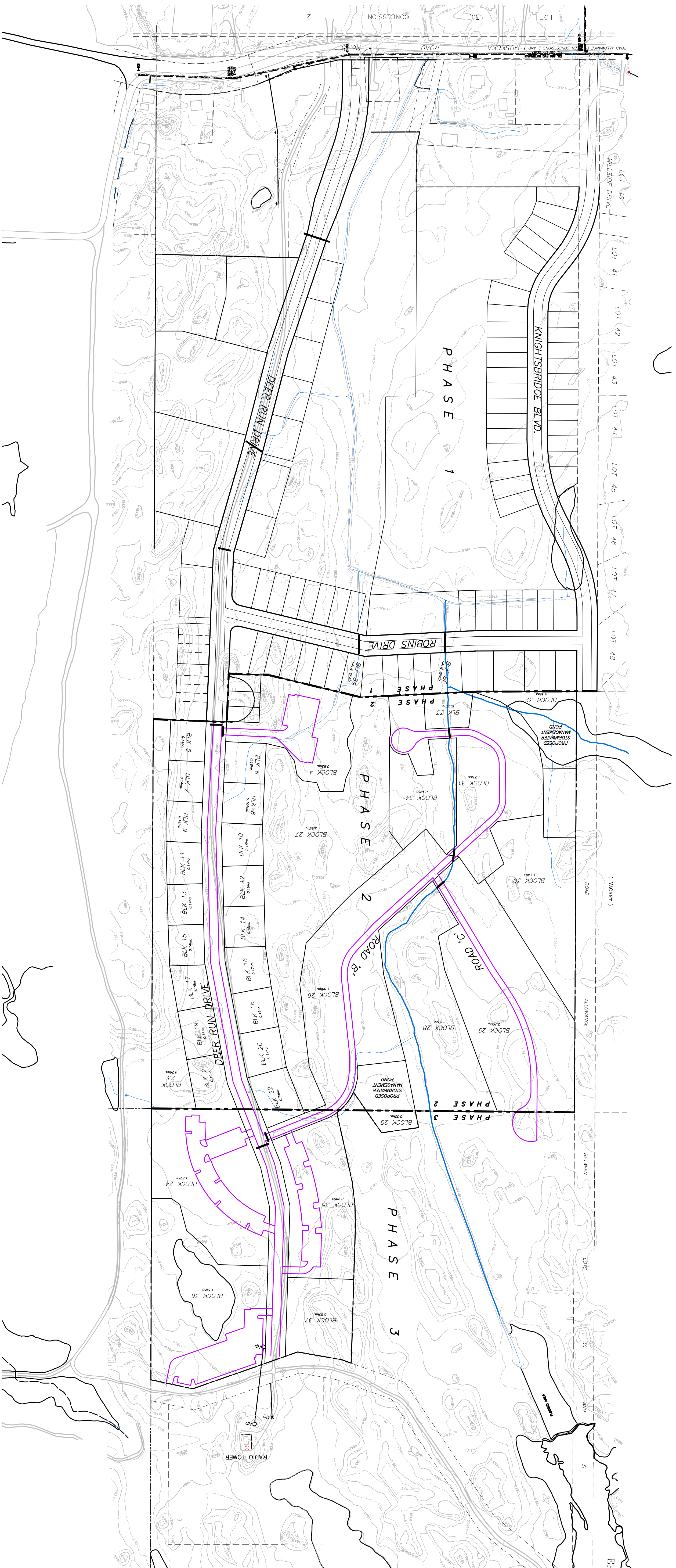
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ISSUED FOR TENDER

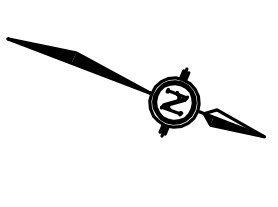
ISSUED FOR CONSTRUCTION

PROJECT NO. 14-4022

REV. NO. 0



PRELIMINARY
NOT FOR CONSTRUCTION



REVISIONS	REMARKS
No.	DATE

LEGEND
INNER CONTOUR (1.0m INTERVAL)
INTERMEDIATE CONTOUR (0.25m INTERVAL)
PROF. SWALE
PROPOSED 250mm ³ SANITARY
PROPOSED 200mm ³ SANITARY
PROPOSED 300mm ³ WATERMAIN
PROPOSED 300mm ³ STORM SEWER

PROJECT TITLE
PORT SEVERN HEIGHTS,
PHASE 2 & 3

DRAWING TITLE
OVERALL SUBDIVISION PLAN

LOCATION
PORT SEVERN HEIGHTS,
PORT SEVERN, ON

DATE
JANUARY 16, 2015

DRAWN
DR

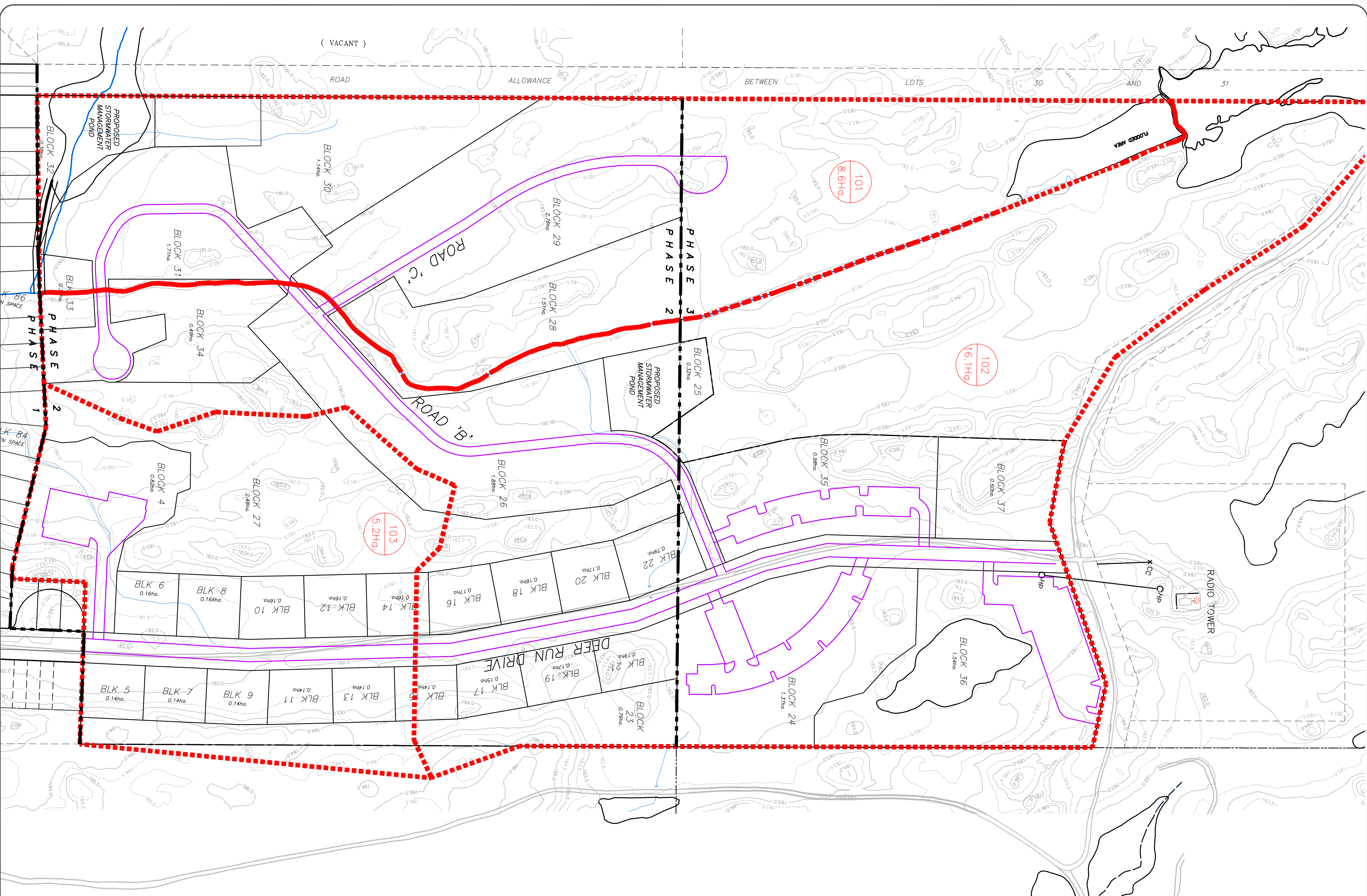
CHECKED
TM

SCALE
1:2,000

ISSUED FOR TENDER

ISSUED FOR CONSTRUCTION

DWG. No. PROJECT No. REV. No.
P2 14-4022 0



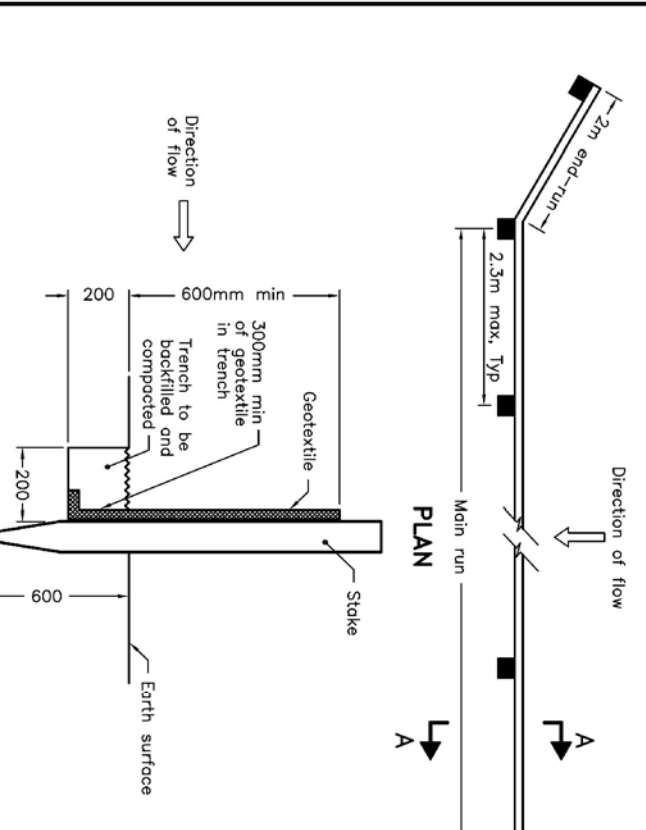
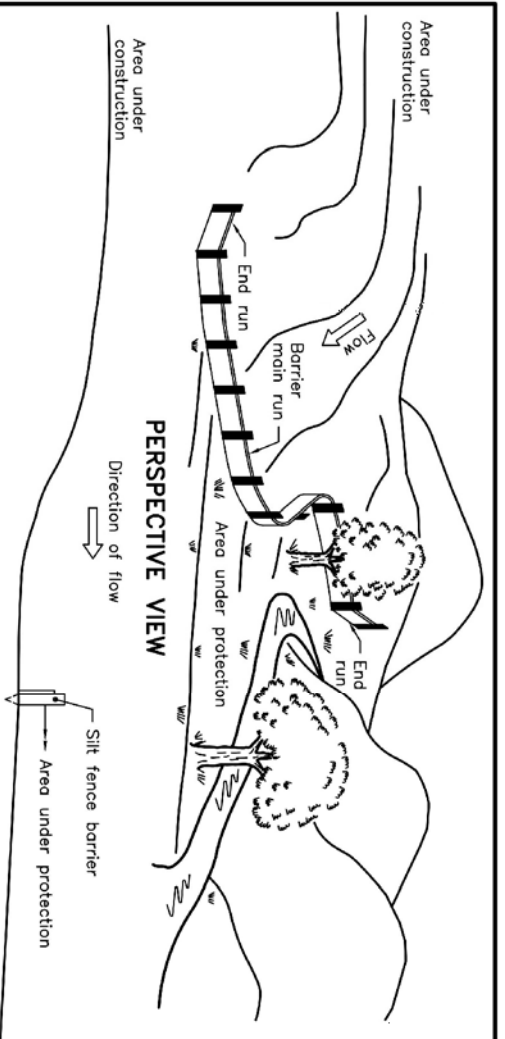
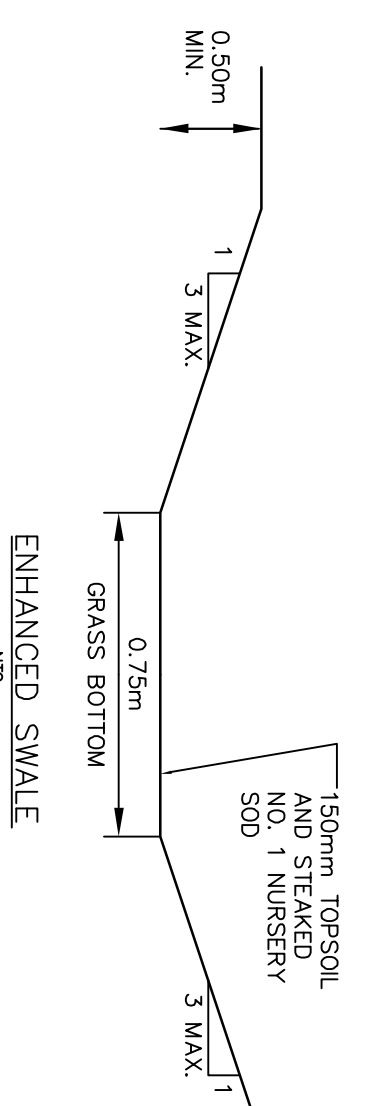
EROSION CONTROL NOTES:

1. ALL SILT FENCING TO BE INSTALLED PRIOR TO ANY GRADING OR EXCAVATION.
2. EROSION CONTROL FENCING TO BE INSTALLED AROUND THE BASE OF ALL STOCKPILES.
3. ADDITIONAL EROSION CONTROL MEASURES MAY BE REQUIRED AS SITE DEVELOPMENT PROGRESSES CONTRACTOR TO PROVIDE ALL ADDITIONAL EROSION CONTROL STRUCTURES.
4. PINE STONE ENGINEERING LTD. TO MONITOR EROSION CONTROL STRUCTURES TO TOWN REQUIREMENTS.
5. EROSION CONTROL STRUCTURES TO BE MONITORED REGULARLY AND ANY DAMAGE REPAIRED IMMEDIATELY. SEDIMENTS TO BE REMOVED WHEN ACCUMULATIONS REACH A MAXIMUM OF 1/2 THE HEIGHT OF THE FENCE.
6. ALL EROSION CONTROL STRUCTURES TO REMAIN IN PLACE UNTIL ALL DISTURBED GROUND HAS BEEN RESTABILIZED EITHER BY PAVING OR RESTORATION OF VEGETATIVE GROUND COVER.
7. NO ALTERNATE METHODS OF EROSION PROTECTION SHALL BE PERMITTED UNLESS APPROVED BY PINESTONE ENGINEERING LTD. AND THE VILLAGE OF PORT SEVERN DEPARTMENT OF PUBLIC WORKS.
8. CONTRACTOR IS RESPONSIBLE FOR MUNICIPAL ROADWAY TO BE CLEARED OF ALL SEDIMENTS FROM VEHICULAR TRACKING ETC. AT THE END OF EACH DAY.

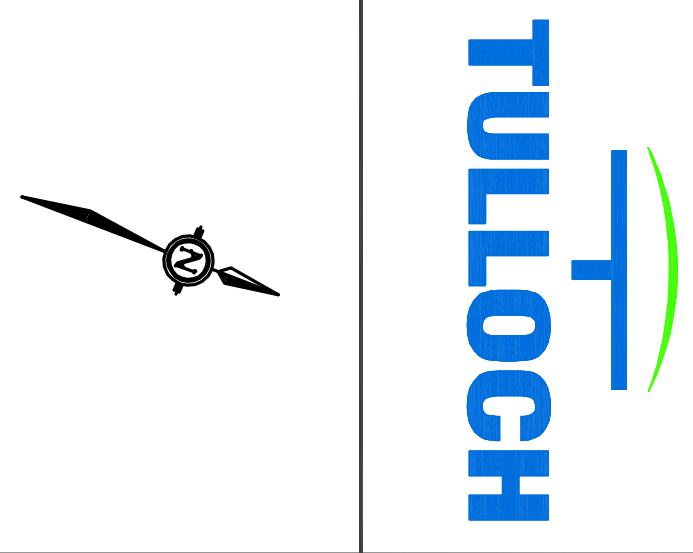
STORM SEWERS & CULVERTS

1. STORM SEWERS SHALL BE SMOOTH WALL 320KPa HOPE PER BOSS 2000 WITH BELL & JOINT OR PVC ULTRA RIB. PIPE EMBEDMENT AND BACKFILL SHALL CONFORM TO OPSD 802.010 AND 802.013. PIPE EMBEDMENT MATERIAL TO SPRINGLINE SHALL CONSIST OF GRANULAR "A" OR 19MM DIAMETER CLEAR STONE. EMBEDMENT FROM SPRINGLINE TO 300mm ABOVE PIPE SHALL CONSIST OF SAND. TRENCH BACKFILL TO ROAD SUBGRADE ELEVATION SHALL CONSIST OF APPROVED NATIVE MATERIAL COMPACTED TO 95% SPD.
2. CULVERTS SHALL BE 320KPa HOPE PIPE (UNLESS OTHERWISE NOTED). BEDDING SHALL BE GRANULAR "A" TO OPSD 802.010 COMPACTED TO 95% SPD.
3. PLACE 150MM DIA. RIP RAP AT ALL CULVERT INLETS AND OUTLETS PER OPSD 810.01.
4. FROST TAPERS AT CULVERTS TO BE PER OPSD 803.030.
5. ALL STORM MANHOLES AND CATCH BASIN MANHOLES TO BE MINIMUM 1200MM DIA. UNLESS OTHERWISE NOTED PRECAST WITH ALUMINIUM RINGS AT 300mm CENTERS PER OPSD 701.010. FRAMES AND GRATES TO BE PER OPSD 400.010 TYPE "A". STORM MANHOLES FRAMES AND GRATES TO BE PER OPSD 401.010 TYPE "A".
6. CATCH BASINS TO BE 600mmx600mm PER OPSD 705.010 AND OPSD 400.010.
7. STORM WATER MANAGEMENT POND INLET HEADWALLS TO BE IN ACCORDANCE WITH OPSD 804.030 COMPLETE WITH GRATING PER OPSD 804.050.
8. NATURAL WATER DEPTH OF CREEK TO BE MAINTAINED THROUGH PROPOSED 1200mm² CSP CULVERTS.

PRELIMINARY
NOT FOR CONSTRUCTION



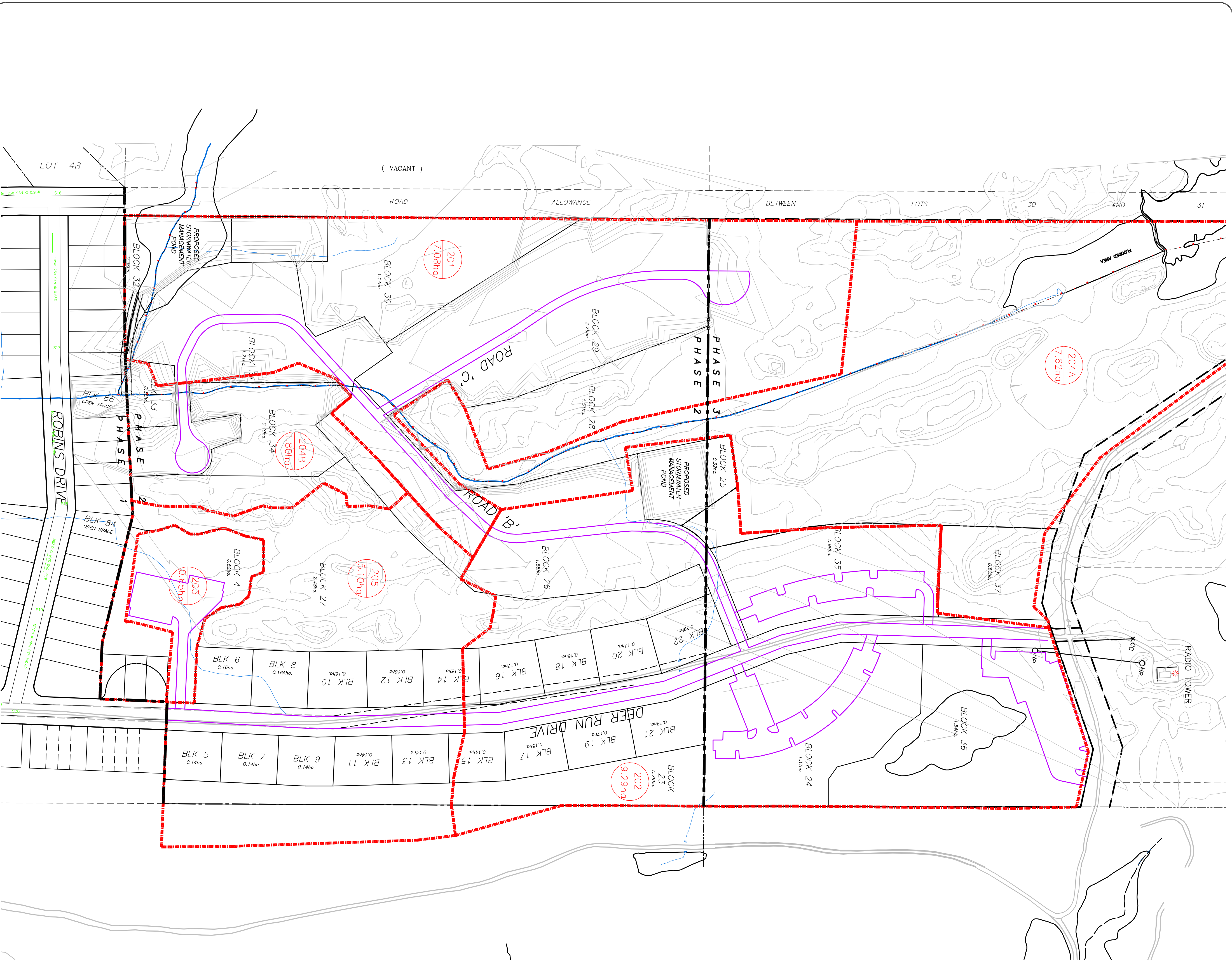
NOTE:
A. All dimensions are in millimeters unless otherwise shown.
ONTARIO PROVINCIAL STANDARD DRAWING
LIGHT-DUTY SILT FENCE BARRIER
OPSD 219.110



REVISIONS	NO.	DATE	REMARKS

MAJOR CONTOUR (EXISTING)	102
MINOR CONTOUR (EXISTING)	16.1
EXISTING CATCHMENT	102
CATCHMENT NUMBER	16.1
CATCHMENT AREA (ha)	16.1

PROJECT TITLE	PORT SEVERN HEIGHTS, PHASE 2 & 3
DRAWING TITLE	EXISTING STORMWATER CATCHMENT AREAS
LOCATION	PORT SEVERN HEIGHTS, PORT SEVERN, ON
DATE	JANUARY 16, 2015
DRAWN	DR
CHECKED	TM
SCALE	1:1500
ISSUED FOR	ISSUED FOR CONSTRUCTION
DWG. No.	PROJECT No.
D1	14-4022
0	0



REVISIONS	REMARKS
No.	DATE

- LEGEND**
- MAJOR CONTOUR (PROPOSED) ——— 178.3
 - MINOR CONTOUR (PROPOSED) ———
 - EXISTING CATCHMENT ■■■■■■■■■■
 - CATCHMENT NUMBER 102
 - CATCHMENT AREA (ha) 16.1

PROJECT TITLE
PORT SEVERN HEIGHTS, PHASE 2 & 3

DRAWING TITLE
PROPOSED STORMWATER CATCHMENT AREAS

LOCATION
PORT SEVERN HEIGHTS, PORT SEVERN, ON

DATE
 JANUARY 16, 2015

DRAWN
 DR

CHECKED
 TM

SCALE
 1:1500

ISSUED FOR
 TENDER

ISSUED FOR
 CONSTRUCTION

DWG. No. PROJECT No. REV. No.

PRELIMINARY
 NOT FOR CONSTRUCTION

D2 | 14-4022 | 0

1000171168 ONTARIO INC.
Plaintiff

and PORT SEVERN HEIGHTS INC.
Defendant

Court File No. CV-24-00713711-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT
TORONTO

**MOTION RECORD OF THE MOVING PARTY,
PORT SEVERN HEIGHTS INC.
(re Receivership Motion returnable
September 20, 2024)**

Volume 1 of 2

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