

Fees/Taxes/Payment	
Total Paid	\$64.40

File Number	
Chargee Client File Number :	137

ADDITIONAL PROVISIONS

1. POST-DATED CHEQUES

PROVIDED that the Chargors do hereby covenant and agree to provide to the Chargee upon the execution of this mortgage and annually thereafter on the anniversary date during the currency of this mortgage a series of post-dated cheques, in the amount of the remaining monthly payments above and beyond pre-paid interest, each in the amount of the monthly installment due hereunder.

2. SALES CLAUSE

PROVIDED that if the Chargor, at any time, shall sell, transfer, convey or otherwise dispose of the herein described lands and building(s) without the prior consent of the Chargee at the Chargee's option, the within mortgage shall immediately become due and payable in full including interest to the maturity date of the mortgage herein set forth.

3. BY-LAW CONFORMITY AND OCCUPANCY CLAUSE

PROVIDED that if at any time, the said property and/or the building(s) located on the said property, do not comply with the municipal by-laws, or the by-laws of any other level of government and/or the building becomes unoccupied, then in either of these events the balance of the principal monies hereby secured, together with interest as herein provided shall forthwith become due and payable upon demand. PROVIDED further that nothing herein shall be construed so as to permit the Chargor the privilege of prepaying the said mortgage in whole or in part.

PROVIDED that it does not materially affect the security of the Chargee, the Chargee shall consent to such applications and/or severances as may be required in order to develop the lands such consent not to be unreasonably withheld or delayed.

4. DISCHARGE

The mortgagor shall be entitled to a discharge of the charge exclusively with respect to the Tim Hortons on the Property (exact acreage and location on which the Tim Hortons is located and against which the discharge shall be granted, to be confirmed), upon approval of the severance from the municipality, upon payment of the sum of **\$1,250,000.00**, and upon payment of three months' interest on this amount.

The mortgagor shall be entitled to a discharge of the charge with respect to the Costellos of Craighurst Inc. Property (legal description against which the discharge shall be granted, to be confirmed) upon approval of the severance from the municipality, upon payment of the sum of **\$1,600,000.00**, and upon payment of three months' interest on this amount.

5. ADMINISTRATIVE FEES

- a. In the event it is necessary for the Chargee to have a letter sent by the Chargee's solicitor to the Chargor because of default or non-payment, then the Chargor shall be charged the sum of \$350.00 plus applicable taxes for such letter and such sum shall be a charge on the said lands and shall bear interest at the rate herein stated.
- b. In the event of any of the Chargor's post-dated or pre-authorized cheques are not honoured when presented for payment to the Bank or Trust Company on which they are drawn, the Chargor shall pay to the Chargee for each such returned cheque the sum of \$350.00 plus applicable taxes as a liquidated amount to cover the Chargee's administration costs and not as a penalty and such sum shall be a charge upon the said lands and shall bear interest at the rate hereinbefore stated.
- c. In the event that the Chargor fails to provide proof of insurance on an annual basis, the Chargee is entitled to charge the Chargor the sum of \$350.00 plus applicable taxes as an administrative fee.
- d. Failure to provide post-dated cheques will result in default and the Chargee will be entitled to charge the Chargor the sum of \$350.00 plus applicable taxes and in addition will be entitled to commence default proceedings at the expense of the Chargor with all costs including but not limited to legal fees on a solicitor and client basis to be added to the principal balance then outstanding as of the date the bill is submitted to the Chargee.

6. ADMINISTRATION FEES

- a. In the event that the Chargee is required by the Chargor or is otherwise required to provide a mortgage statement, there shall be an administrative fee of \$350.00 plus applicable taxes for each such statement.
- b. The Chargee shall have the exclusive right to prepare and execute the Discharge of the Charge/Mortgage of Land. The Chargor shall pay an additional \$500.00 plus applicable taxes to the chargee as an administrative fee for the preparation of the said Discharge of Charge.

7. PREPAYMENT CHARGES

Provided that the Chargors are not in default herein, the Chargors have the right to prepay the whole amount of the principal herein then outstanding, upon payment of three (3) months' interest as penalty.

8. INTEREST CALCULATION

For the purpose of calculation of interest, any payment of principal received after 1:00 p.m. shall be deemed to have been received on the next following banking day.

9. RENT AND MANAGEMENT

PROVIDED also, and it is hereby further agreed by and between the Chargor and the Chargee, that should default be made by the Chargor in the observance or performance of any of the covenants, provisos, agreements or conditions contained in this Mortgage, the Chargee reserves the right to enter into the said lands and premises and to receive the rents and profits and to be entitled to receive in addition to all other fees, charges and disbursements to which the Chargee is entitled, a management fee so as to reimburse the Chargee for reasonable time and trouble in the management of the said lands and premises it being understood and agreed that in the circumstances a management fee equal to \$150.00 plus applicable taxes per day is a just and equitable fee, having regard to all of the circumstances.

10. MATRIMONIAL HOME

PROVIDED that in the event that any part of the properties herein becomes the matrimonial home of either of the Chargors herein, then the monies secured hereby shall become due and payable unless the spouse of such party consents to this mortgage and releases to the Chargee his or her interest herein.

11. EXPROPRIATION

PROVIDED that if the said lands shall be expropriated by any government, authority, body or corporation clothed with the powers of expropriation, the amount of the principal hereby secured remaining unpaid shall forthwith become due and payable together with interest at the said rate to the date of payment and together with a bonus equal to the sum of three months interest at the said rate calculated on the remaining principal balance from the said date of payment to the date the said principal sum or balance thereof remaining unpaid would otherwise under the provision of this mortgage become due and payable.

12. DEFAULT PROCEEDINGS

The Chargor agrees that should the Chargee commence legal action due to default under the Charge/Mortgage of Land that the Chargee shall be entitled to charge an additional fee equivalent to three months interest.

13. DEFAULT OF OTHER CHARGES

The charges registered against 2019 Horseshoe Valley Road (58534-0205), 3239 Penetanguishine Road (PINs 58534-0009; 58534-0204; 58534-0160) and 2049 HORSESHOE VALLEY ROAD (PIN 58534-0008) are collateral to one another.

Payments to this mortgage, or to the mortgages against the foregoing properties, constitute payment to all. Default on this mortgage, or on one of the mortgages against the foregoing properties constitutes default on all.

For clarity, in the event that the Chargor is in default in this charge, or the other Charges/Mortgages of Land registered against the afore-noted properties, also charged, the Chargor shall be deemed to be in default under this Mortgage and the Chargee shall have all of the remedies contained herein for a default under this Charge/Mortgage of Land.

14. SEVERABILITY

Should any clause and/or clauses contained in the Charge/Mortgage of Land be found to be illegal, void as against public policy or unenforceable in law, the offending clause or clauses as the case may be, is and or are to be severed from this Charge/Mortgage of Land and deemed never to be part of this Charge/Mortgage of Land.

15. LEGAL PROCEEDINGS

The Chargor covenants and agrees that if collection or other legal proceedings are taken in connection with or to realize upon this security, an administrative fee of \$1,000.00 plus applicable taxes shall be added to the Charge debt on each occasion such proceedings are so taken and said fee or fees, shall form a Charge upon the charged property in favour of the Chargee.

Chargee(s)		Capacity	Share
Name	WATER DRAGON HOLDINGS INC.	Registered Owner	\$70,000/\$4,745,000
Address for Service	129 Colonel Danforth Trail Toronto, ON M1C 1P8		
Name	BRANNAN, DEBORAH		\$100,000/\$4,745,000
Address for Service	113 Compass Way Mississauga, ON L5G 4T8		
Name	GALATI, CARLA		\$250,000/\$4,745,000
Address for Service	22 Stanley Carberry Drive Brampton, ON L6P 0B9		
Name	CAMPANELLA, RAFFAELE		\$100,000/\$4,745,000
Address for Service	21 Cromer Place Etobicoke, ON M9R 2E2		
Name	MILLIKEN MEAT PRODUCTS LIMITED	Registered Owner	\$1,075,000/\$4,745,000
Address for Service	7750 Birchmount Road Unit 16 and 17 Markham, ON L3R 0B4		
Name	PAGLIA, ASSUNTA	Joint Account, Right Of Survivorship	\$250,000/\$4,745,000
Address for Service	18 Clanton Court Toronto, ON M3H 2W3		
Name	PAGLIA, GIOVANNI	Joint Account, Right Of Survivorship	\$250,000/\$4,745,000
Address for Service	18 Clanton Court Toronto, ON M3H 2W3		
Name	MACNELLY, ROBERT	Joint Account, Right Of Survivorship	\$300,000/\$4,745,000
Address for Service	11 Breen Cres. Toronto, ON M2P 1Z8		
Name	YOUNG, SHANNA	Joint Account, Right Of Survivorship	\$300,000/\$4,745,000
Address for Service	11 Breen Cres. Toronto, ON M2P 1Z8		
Name	DE LUCA, CHERYL	Joint Account, Right Of Survivorship	\$500,000/\$4,745,000
Address for Service	16876 Highway 50 Caledon, ON L7E 3E7		
Name	DE LUCA, ROBERTO	Joint Account, Right Of Survivorship	\$500,000/\$4,745,000
Address for Service	16876 Highway 50 Caledon, ON L7E 3E7		
Name	RICCI, CARLO	Joint Account, Right Of Survivorship	\$465,000/\$4,745,000
Address for Service	4 Burkson Pl. Toronto, ON M9B 3E4		

Chargee(s)		Capacity	Share
Name	LUONGO, GINA	Joint Account, Right Of Survivorship	\$465,000/\$4,745,000
Address for Service	4 Burkson Pl. Toronto, ON M9B 3E4		
Name	GILBERT, BRUCE	Joint Account, Right Of Survivorship	\$375,000/\$4,745,000
Address for Service	103 Carsbrooke Road Etobicoke, ON M9C 3C9		
Name	GILBERT, AUDREY	Joint Account, Right Of Survivorship	\$375,000/\$4,745,000
Address for Service	103 Carsbrooke Road Etobicoke, ON M9C 3C9		
Name	WYERS, ROBERT HUGH		\$200,000/\$4,745,000
Address for Service	129 Colonel Danforth Trail Toronto, ON M1C 1P8		

Statements

Schedule: See Schedules

Provisions

Principal	\$4,745,000.00	Currency	CDN
Calculation Period	MONTHLY		
Balance Due Date	2019/12/15		
Interest Rate	8.00%		
Payments	\$31,633.33		
Interest Adjustment Date	2018 12 15		
Payment Date	15th day of each month, interest only		
First Payment Date	2019 01 15		
Last Payment Date	2019 12 15		
Standard Charge Terms	200033		
Insurance Amount	Full insurable value		
Guarantor	RAYMOND JARVIS, JOHN JARVIS, RE/MAX NORTH COUNTRY REALTY INC.		

Additional Provisions

See Schedules

Signed By

Tracy Emilie Nanziri	201-845 Wilson Avenue Toronto M3K 1E6	acting for Chargor(s)	Signed	2018 12 17
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Tel 416-636-9770

Fax 416-636-1655

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

Submitted By

BRANNAN LAW	201-845 Wilson Avenue Toronto M3K 1E6	2018 12 17
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Tel 416-636-9770

Fax 416-636-1655

Fees/Taxes/Payment		
Statutory Registration Fee		\$64.40
Total Paid		\$64.40

File Number		
Chargee Client File Number :	137	

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BDO Canada Limited / BDO Canada Limitée
Suite 202, 300 Lakeshore Drive
Barrie ON L4N 0B4
Phone: (705) 797-3980
Fax: (705) 792-3302
Email: mmoran@bdo.ca

District of: Ontario
Division No. 03 - Barrie
Court No. 31-2362647
Estate No. 31-2362647

FORM 31
Proof of Claim
(Sections 50.1, 81.5, 81.6, Subsections 65.2(4), 81.2(1), 81.3(8), 81.4(8), 102(2), 124(2), 128(1),
and Paragraphs 51(1)(e) and 66.14(b) of the Act)

In the matter of the bankruptcy of
William Player
of the Town of Minesing, in the County of Simcoe, in the Province of Ontario
SUMMARY ADMINISTRATION

All notices or correspondence regarding this claim must be forwarded to the following address:

BRIAN TATTERSALL
206 LODGE ROAD PORT SEVERN ONT. L0K 1S0

In the matter of the bankruptcy of William Charles Player of the City of Barrie in the Province of Ontario and the claim of
Brian TATTERSALL, creditor.
Brian TATTERSALL (name of creditor or representative of the creditor), of the city of PORT SEVERN in the province of
ONT., do hereby certify:

1. That I am a creditor of the above named debtor (or I am _____ (position/title) of _____
creditor).

2. That I have knowledge of all the circumstances connected with the claim referred to below.

3. That the debtor was, at the date of bankruptcy, namely the 5th day of November 2018, and still is, indebted to the creditor in the sum of
\$500,000, as specified in the statement of account (or affidavit) attached and marked Schedule "A", after deducting any
counterclaims to which the debtor is entitled. (The attached statement of account or affidavit must specify the vouchers or other evidence in support of
the claim.)

4. (Check and complete appropriate category.)



A. UNSECURED CLAIM OF \$500,000

NOTE FROM JOHN DUIVENVOORDED
BILL PLAYER

(other than as a customer contemplated by Section 262 of the Act)

That in respect of this debt, I do not hold any assets of the debtor as security and
(Check appropriate description.)

☐ Regarding the amount of \$ _____, I claim a right to a priority under section 136 of the Act.

☐ Regarding the amount of \$ _____, I do not claim a right to a priority.
(Set out on an attached sheet details to support priority claim.)

☐ B. CLAIM OF LESSOR FOR DISCLAIMER OF A LEASE \$ _____

That I hereby make a claim under subsection 65.2(4) of the Act, particulars of which are as follows:
(Give full particulars of the claim, including the calculations upon which the claim is based.)

☐ C. SECURED CLAIM OF \$ _____

That in respect of this debt, I hold assets of the debtor valued at \$ _____ as security, particulars of which are as follows:
(Give full particulars of the security, including the date on which the security was given and the value at which you assess the security, and
attach a copy of the security documents.)

☐ D. CLAIM BY FARMER, FISHERMAN OR AQUACULTURIST OF \$ _____

That I hereby make a claim under subsection 81.2(1) of the Act for the unpaid amount of \$ _____
(Attach a copy of sales agreement and delivery receipts.)

☐ E. CLAIM BY WAGE EARNER OF \$ _____

☐ That I hereby make a claim under subsection 81.3(8) of the Act in the amount of \$ _____.

☐ That I hereby make a claim under subsection 81.4(8) of the Act in the amount of \$ _____.

☐ F. CLAIM BY EMPLOYEE FOR UNPAID AMOUNT REGARDING PENSION PLAN OF \$ _____

☐ That I hereby make a claim under subsection 81.5 of the Act in the amount of \$ _____.

☐ That I hereby make a claim under subsection 81.6 of the Act in the amount of \$ _____.

☐ G. CLAIM AGAINST DIRECTOR \$ _____

(To be completed when a proposal provides for the compromise of claims against directors.)

That I hereby make a claim under subsection 50(13) of the Act, particulars of which are as follows:
(Give full particulars of the claim, including the calculations upon which the claim is based.)

☐ H. CLAIM OF A CUSTOMER OF A BANKRUPT SECURITIES FIRM \$ _____

That I hereby make a claim as a customer for net equity as contemplated by section 262 of the Act, particulars of which are as follows:
(Give full particulars of the claim, including the calculations upon which the claim is based.)

5. That, to the best of my knowledge, I _____ (am/am not) (or the above-named creditor _____ (is/is not)) related to the debtor within the meaning of section 4 of the Act, and _____ (have/has/have not/has not) dealt with the debtor in a non-arm's-length manner.

6. That the following are the payments that I have received from, and the credits that I have allowed to, and the transfers at undervalue within the meaning of subsection 2(1) of the Act that I have been privy to or a party to with the debtor within the three months (or, if the creditor and the debtor are related within the meaning of section 4 of the Act or were not dealing with each other at arm's length, within the 12 months) immediately before the date of the initial bankruptcy event within the meaning of Section 2 of the Act: (Provide details of payments, credits and transfers at undervalue.)

7. (Applicable only in the case of the bankruptcy of an individual.)

☐ Whenever the trustee reviews the financial situation of a bankrupt to redetermine whether or not the bankrupt is required to make payments under section 68 of the Act, I request to be informed, pursuant to paragraph 68(4) of the Act, of the new fixed amount or of the fact that there is no longer surplus income.

☐ I request that a copy of the report filed by the trustee regarding the bankrupt's application for discharge pursuant to subsection 170(1) of the Act be sent to the above address.

original due Jan 17 / 2019

Dated at PORT SEVERN, this 12 day of Apr., 2019.

B. Tattersall

Witness

Creditor

Phone Number: 705-727-6164

Fax Number : _____

E-mail Address : _____

NOTE: If an affidavit is attached, it must have been made before a person qualified to take affidavits.

WARNINGS: A trustee may, pursuant to subsection 128(3) of the Act, redeem a security on payment to the secured creditor of the debt or the value of the security as assessed, in a proof of security, by the secured creditor.

Subsection 201(1) of the Act provides severe penalties for making any false claim, proof, declaration or statement of account.

Tatts

I need a loan of \$600,000 for 1 year. Will repay in Sept. 2017,
Need \$300,000 now and will need balance over the year
Will add the \$250,000 loss in Kincardine and repay \$850,000
plus interest.

Need money now to pay mortgage arrears and existing bills.
Balance of money will be used to pay for studies and get
rezoning.

Have an LOI from Tims.

If I get approval property will be worth the debt.

Also have a 40% interest in a property on Ardagh Rd. with John
Duivenvoorden. We talked about last year. It should earn me \$4
to \$5 million over next 4 to 5 years.

Will assign you income from it as well and will get John to
acknowledge.

Thanks Bill

this is from the original 08/2016 agreement.

SHAREHOLDERS' RESOLUTION
of
COSTELLOS OF CRAIGHURST INC.
(the "Corporation")

RE: Second Mortgage Against 3239 Penetanguishine Road, 2049 Horseshoe Valley Road, 2019 Horseshoe Valley Road (Collectively, the "Property")

Lender: PACE Savings & Credit Union ("PSCU")

Borrowers: 1923129 Ontario Inc, 1981262 Ontario Inc.
and Costellos of Craighurst Inc.

Guarantors: Raymond Jarvis, John Jarvis, Noble House Development Corporation

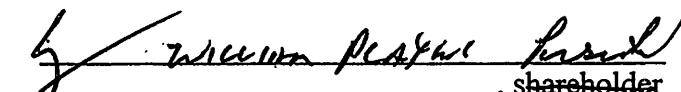
WHEREAS the Corporation has entered into a Commitment dated the 13th of March, 2018 (the "Commitment"), as amended, for the registration of a second mortgage in favour of PSCU,

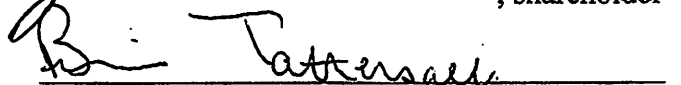
NOW THEREFORE BE IT RESOLVED THAT:

1. The execution and delivery of the Commitment and first and second mortgage, in addition to any other documentation as may be required by the Corporation, is hereby authorized, approved, ratified, sanctioned and confirmed by the Corporation's Shareholders, and the Corporation is hereby authorized to carry out and complete the Transaction and the terms contemplated therein.
2. Any director or officer of the Corporation be and they are hereby authorized to do all acts and things and to execute or cause to be executed whether under corporate seal the Corporation or otherwise, all such ancillary documents as in their opinion may be necessary or desirable to complete the transaction contemplated by the Commitment.

Pursuant to the provisions of the *Business Corporations Act*, R.S.O. 1990, c. B16, the foregoing resolutions are hereby executed by the voting shareholders of the Corporation.

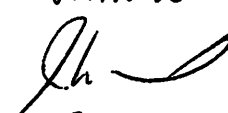

DATED this 1st day of ^{OCTOBER} ~~September~~, 2018.


_____, shareholder


_____, shareholder

BRIAN Tattersall

WITNESS

September 10, 2018	POS Purchase COSTCO GAS W252 BARRI	88.39	
September 7, 2018	Credit Memo OTHER	250.00	48,546.83
September 6, 2018	Bill Payment SHAW DIRECT	101.69	48,296.83
September 6, 2018	Certified Cheque	100,000.00	
September 5, 2018	ABM Deposit	3,624.94	148,398.52
September 4, 2018	Taxes CORP OF TWSP OF GEORGIAN BAY	2,710.84	144,773.58
September 4, 2018	Customer Transfer Dr. PC TO 4538032271889012	2,200.00	
Total \$		160,026.66	16,982.95

Export results as:

Select Format

Additional details you may need:

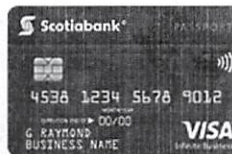
Find out more about your account balance details.

Your business is going places. And so are you.

Earn up to \$500 in bonus rewards¹ with the
NEW Scotiabank Passport™ Visa Infinite Business* Card.

[Learn More](#)

¹Bonus reward potential in first year. Conditions apply.



Account details - Banking:P02F45F47

PB chq - 387860018384

Current balance:	\$39,135.21	Available balance:	\$921,902.21
Document delivery:	Paperless	Balance details:	\$2,233.00 currently on hold

[Show hold details](#)


Turn on **Scotia InfoAlerts** and we'll keep you up-to-date on your bank account activity.

[Turn on Scotia InfoAlerts](#)
[+ Show account number and details](#)

Transaction History for September 2018

<input type="text" value="Search transaction descriptions"/>		<input type="text" value="September 2018"/>		
Transaction Date ▼	Transaction description ▼	Withdrawals \$ ▼	Deposits \$ ▼	Balance \$
September 29, 2018	Interest		2.38	6,640.71
September 27, 2018	Insurance LONDON LIFE INSURANCE COMPANY	27.46		6,638.33
September 27, 2018	Cheque 42	80.00		
September 27, 2018	Third Party Credit		1,458.33	
September 26, 2018	CPP CANADA		480.64	5,287.46
September 25, 2018	Third Party Credit		2,500.00	4,806.82
September 21, 2018	Credit Memo		250.00	2,306.82
September 18, 2018	Customer Transfer Dr. PC TO 4538032271889012	900.00		2,056.82
September 17, 2018	Miscellaneous Payment SECURTEK - BILL RUNS	48.53		2,956.82
September 17, 2018	Cheque 43	3,600.00		
September 17, 2018	Cheque 44	50,000.00		
September 17, 2018	ABM Deposit		7,000.00	
September 14, 2018	Credit Memo		250.00	49,605.35
September 10, 2018	Bill Payment Hydro One	269.75		49,355.35
September 10, 2018	DEPOSIT		1,166.66	

ASSIGNMENT OF INTEREST and PROMISSORY NOTE

DUE DATE: December 31, 2021

AMOUNT: \$350,000.00

FOR VALUE RECEIVED, the undersigned, Noble House Development Corporation, promises to pay to John T Wallwin Holdings Limited and Brian Tattersall (the "Secured Parties") the sum of THREE HUNDRED and FIFTY Thousand DOLLARS (\$350,000.00) (the "Secured Amount") with interest calculated at 6% per annum and paid monthly as follows:

The monthly payment shall be equal to the amount of .005% of the outstanding principal outstanding on the 1st day of every month until the principal is repaid in full. Said payment shall be calculated and paid on the 1st day of every month.

The Sum of THREE HUNDRED and FIFTY Thousand DOLLARS (\$350,000.00) or the remaining balance shall become due and payable on December 31st, 2021.

PROVIDED that the principal secured by this note shall be open to prepayment at any time or times without notice or bonus.

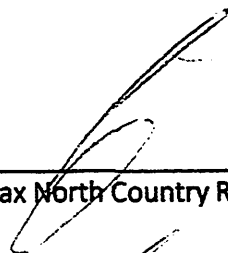
PROVIDED, further the borrower will assign a note of THREE HUNDRED and FORTY SIX Thousand DOLLAR (\$346,000.00) secured by as interest as a 1st charge condo loan on units 5, 6 & 13 of Muskoka Condominium Corporation 80, located at 3 Crescent Rd. Huntsville, Ontario.

Payment of Said Note shall be guaranteed by Ray Jarvis, John Jarvis, Remax North Country Realty Inc.


Dated at Craighurst, Ontario, the 20 day of December, 2018



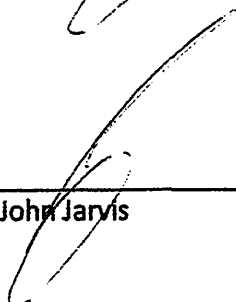
Noble House Development Corporation



ReMax North Country Realty Inc.



Ray Jarvis



John Jarvis

RELEASE OF COSTELLOS OF CRAIGHURST INC.

TO: Costellos of Craighurst Inc. (the "Corporation")
FROM: Brian Tattersall (the "Vendor")
DATE: December 20, 2018

WHEREAS 1981262 Ontario Inc. has agreed to acquire from the Vendor all of the issued and outstanding shares in the capital of the Corporation owned by the Vendor (the "**Transaction**");

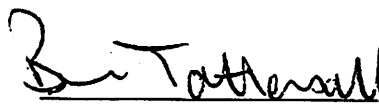
AND WHEREAS the Vendor has agreed to release the Corporation and all of its respective shareholders, directors, officers, employees (collectively the "**Released Persons**" and each a "**Released Person**") on the terms hereof:

AND WHEREAS all capitalized terms used herein have the meaning ascribed to such terms in the Share Purchase Agreement dated even date (the "**Agreement**"), unless otherwise defined herein:

NOW THEREFORE, in consideration of the payment of \$1.00 paid to the Vendor and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by the Vendor), the Vendor agrees as follows:

1. "**Released Claims**" means any and all Claims (as hereinafter defined) which the Vendor ever had, now has, or may have in the future, against any Released Person relating to, or arising out of, any cause, matter or thing whatsoever that are not Excluded Claims (as hereinafter defined).
2. "**Claims**" means all actions, causes of action, suits, proceedings, executions, judgements, duties, debts, accounts, contracts and covenants (whether express or implied), claims and demands whatsoever for losses, damages, liabilities, indemnity, costs, expenses, interest or injury of every nature and kind whether in law or in equity relating to the Vendor's association with the Corporation.
3. "**Excluded Claims**" means any Claims that the Vendor may have against a Released Person relating to, arising out of or involving, as applicable:
 - a. The Vendor's rights under the Agreement or any ancillary agreement delivered by any of the Released Persons in connection with the closing of the Transaction;
 - b. the Vendor's rights to indemnity under applicable law as a director and officer of the Corporation;

- c. the Vendor's rights to contribution and/or indemnification with respect to coverage under any applicable director's and officer's insurance policy of the Corporation; and/or
 - d. Fraud, bad faith, breach of fiduciary duty or wilful misconduct on the part of the Released Person.
4. The Vendor hereby irrevocably and unconditionally releases and discharges each of the Released Persons from any and all Released Claims.
 5. The Vendor hereby represents, warrants and covenants that he has not assigned, and will not assign, to any other person or entity any of the Released Claims.
 6. The Vendor agrees and undertakes not to:
 - a. Encourage or instigate any Claims by other persons or entities against the Released Persons in connection with the Released Claims; or
 - b. Institute or continue any proceedings by way of action, arbitration or otherwise against any person or entity who or which might be entitled to claim contribution, indemnity, damages or other relief over or against any of the Released Persons in connection with the Released Claims.
 7. Should, as a result of the Vendor breaching the provisions of paragraph 6, any such further claim be made by any person or entity to which the Released Persons or any of them might be liable, directly or indirectly, the Vendor will hold harmless and indemnify the Released Persons, or any of them, of and from any and all liability for such claim including all costs, expenses and counsel fees expended in defending such claim.
 8. This Release is binding upon the Vendor and his heirs, legal representatives, trustees, executors and administrators.
 9. This Release will be governed by, interpreted and enforced in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.
 10. This Release may be executed and delivered by pdf or other electronic means and shall upon such execution and delivery be fully enforceable.


 BRIAN TATTERSALL

 To Noble House 1/2
 Brian Tattersall
 50411 T. Walworth Road, W. 1st

Thank You
 Have an excellent day

Account Balance: \$396,785.59
 38786 00183 84

YOUR PACKAGED ACCOUNT SAVED YOU \$7.50

Payee
 NOBLE HOUSE

DRAFT 974026 \$175,000.00
 38786 00183 84

4536XXXXXX839606
 OFFICER ID: 575

PIN */*

KING STREET

TR62182

DEC 21 2018

J 40641

CUSTOMER RECEIPT PAGE 01/01

CUSTOMER RECEIPT

TO: ANY BRANCH OF THE BANK OF NOVA SCOTIA

SUM OF EXACTLY 175,000 DOLLARS

PAY TO ORDER OF NOBLE HOUSE

DATE 2018-09-06

291 KING ST MIDLAND ON L4R 3M5

Scotiabank

SOLD TO ADDRESS

974026

DETACH AND RETAIN IN THE EVENT OF THE LOSS OF THE CORRESPONDING DRAFT. REFER TO THE CONDITIONS NOTED ON THE REVERSE.

AUTH NO. AUTHORIZED OFFICER

AUTH NO. AUTHORIZED OFFICER

TOTAL COMMISSION

CANADIAN DOLLARS

01 01 01

NOT NEGOTIABLE

MR. BRIAN TATTERSALL
 41 VALLEY DR.
 BARRIE, ONTARIO L4N 4S1

046

DATE 2018-09-06
 Y Y Y Y M M D D

PAY TO THE ORDER OF NOBLE HOUSE DEVELOPMENT. CO \$100,000.-
 ONE - HUNDRED - THOUSAND - xx/100 DOLLARS

THE BANK OF NOVA SCOTIA
 PRIVATE BANKING - BARRIE
 44 COLLIER ST., 2ND FLOOR
 BARRIE, ON L4M 1G6

38786

SCOTIA PRIVATE CLIENT GROUP

MEMO

Advance

Brian Tattersall

046 38786 0002 00183 84

SHARE PURCHASE AGREEMENT

THIS AGREEMENT made effective as of the 1 day of March, 2018.

BETWEEN:

1981262 Ontario Inc.

(hereinafter called the "Purchaser")

OF THE FIRST PART

AND:

Brian Tattersall

(hereinafter called the "Vendor")

OF THE SECOND PART

AND:

Costellos of Craighurst Inc.

(hereinafter called the "Corporation")

OF THE THIRD PART

WHEREAS the Vendor is the owner of all the issued and outstanding common shares in the capital stock of the Corporation and the Promissory Note (as defined herein) and the Purchaser has agreed to purchase such shares and the Promissory Note in accordance with the provisions of this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSETH that, in consideration of other good and valuable consideration and the covenants and agreements herein contained, the parties hereto covenant and agree as follows:

ARTICLE ONE INTERPRETATION

1.01 Definitions

Unless the context otherwise requires, the words, phrases and expressions used herein or in any amendment hereto or in any document in connection with the transaction contemplated hereby shall have the meanings hereby assigned to them, namely:

(a) "Agreement" means this agreement;

- (b) "Article" means the major sections or divisions of this Agreement;
- (c) "Assets" means all the assets and undertaking of the Corporation, including the personal property, the lands located at 3239 Penetanguishene Road, in the Township of Oro-Medonte and all other property and rights of every description and of any interest therein except for any automobiles, accounts receivable and cash on hand;
- (d) "Business Day" means any day other than a Saturday, a Sunday, or a statutory holiday in Ontario.
- (e) "Closing Date" means the 14th day of December, 2018, or such alternative date as the Parties may agree upon;
- (f) "Liabilities" means all the liabilities of the Corporation;
- (g) "Purchase Price" means the aggregate sum of \$350,000.00, payable on the Closing Date by the Purchaser to the Vendor for the Purchased Shares.
- (h) "Purchased Shares" means the 1000 issued and outstanding common shares in the capital of the Corporation.
- (i) "Purchaser's Authorized Representatives" means the Purchaser's accountants, solicitors and other advisers or consultants as the Purchaser may in writing direct.

1.02 Extended Meanings

The words "hereof", "herein", "hereunder", and similar expressions used in any Article or section of this Agreement relate to the entire Agreement and not to the particular Article or section unless the context otherwise requires.

1.03 Other Expressions

Unless the context otherwise requires, all other words, phrases or expressions used herein shall have the meaning assigned thereto in the text of this Agreement and if no such meaning is assigned, then such words, phrases or expressions shall be given their ordinary commercial meaning.

1.04 Number and Gender

All words used herein in the singular include the plural, all words in the plural include the singular and all words importing the masculine gender include the feminine and neuter genders where the context so requires.

1.05 Currency

Unless otherwise indicated, all dollar amounts referred to in this Agreement are expressed in Canadian funds.

ARTICLE TWO PRICE AND TERMS

2.01 Purchase of Shares

The Vendor shall sell, assign and transfer the Purchased Shares to the Purchaser and the

Purchaser, subject to the terms and conditions herein contained, shall purchase the Purchased Shares.

2.02 Terms of Payment

The Purchase Price shall be paid and satisfied as follows:

- (a) The sum of THREE HUNDRED AND FIFTY THOUSAND DOLLARS (\$350,000) by certified cheque payable on the Closing Date.

2.03 Completion

The transaction shall be completed electronically at the offices of Kelly Santini LLP, in Ottawa, Ontario on the Closing Date or at such other time and place as may be fixed by mutual agreement.

ARTICLE THREE REPRESENTATIONS AND WARRANTIES OF THE VENDOR

3.01 Effect

The Vendor acknowledges and agrees that the Purchaser is entering into this Agreement in reliance upon the representations and warranties contained in this Article Three, each of which shall be construed as a condition precedent to the completion of the transaction by the Purchaser. The Vendor further acknowledges and agrees that each and every such representation and warranty has been inserted herein solely for the benefit of the Purchaser, who is entitled to waive any or all thereof in whole or in part at any time without prejudice to his right to insist upon strict compliance with any other representation and/or warranty or condition.

3.02 Corporate Status

- (a) The Corporation has been duly incorporated and organized and is legally existing and in good standing under the laws of the Province of Ontario and has the corporate capacity to carry on its business as it is now being conducted.
- (b) The authorized capital of the Corporation consists of an unlimited number of common shares without par value of which 1,000 of the common shares have been duly allotted and issued as outstanding on the records of the Corporation as fully paid and nonassessable. The Purchased Shares represent all of the issued and outstanding securities in the capital of the Corporation.
- (c) The Purchased Shares are registered to and are beneficially owned and held by the Vendor, with good and valid title thereto, free and clear of all liens including pre-emptive rights, rights of first refusal or "put" or "call" rights created by statute, the Corporation's articles or otherwise. Upon completion of the transactions contemplated by this Agreement, the Purchaser will have legal and beneficial and good and valid title to each of the Purchased Shares, free and clear of all liens.
- (d) No person, firm or corporation has an option to purchase any of the Purchased Shares or any right or privilege capable of becoming an agreement or option for the purchase of any of the Purchased Shares.
- (e) The minute book and other corporate records of the Corporation contain complete and accurate records of all proceedings of the directors and of the shareholders of the Corporation since its incorporation, all such proceedings have been validly completed and the share certificate books, shareholders' registers, transfer registers and directors' registers of the Corporation are complete and accurate.


3.03 Financial Status

- (a) The Corporation is a party to and is bound by agreements of guarantee, indemnification, assumption, or coendorsement or any other assurance of the obligations, liabilities (contingent or otherwise) or indebtedness of any other person, firm or corporation.
- (b) The books and records of the Corporation fairly and correctly set out and disclose in all material respects in accordance with generally accepted accounting principles the financial position of the Corporation.
- (c) The Corporation has not directly or indirectly declared or paid any dividends or made any other distributions on any of its shares since its incorporation.
- (d) The Corporation has outstanding mortgages, notes, security interests and other indebtedness.
- (e) The Corporation has withheld from each payment made to any of its officers, directors, employees and shareholders the amount of all taxes (including but not limited to income tax, withholding tax and other deductions required to be withheld from such payments) and has paid the same to the proper taxation or other receiving authority within the time required under applicable legislation in the Province of Ontario or the applicable federal laws of Canada.
- (f) All accounts receivable recorded in the books of the Corporation (except those that have been collected in the usual and ordinary course of business) are bona fide and good and, subject to an allowance for doubtful debt accounts taken in accordance with generally accepted accounting principles, such receivables are collectable without setoff or counterclaim.

3.04 Status of Contracts

- (a) This Agreement has been duly executed and delivered by the Vendor and is a valid and binding obligation of the Vendor.
- (b) The Corporation is not party to any written or oral employment, service, pension or management agreement, except for the following:
 - (i) Employment Agreement with William Player
- (c) The Corporation is a party to leases, agreement to lease or occupancy agreement as lessor, for a 2018 GMC Denali.
- (d) The Corporation is the owner of leased property at 3239 Penetanguishene Rd. Oro-Medonte.

3.05 Absence of Proceedings

- (a) To the knowledge of the Vendor there are no actions, suits or other proceedings pending or threatened against or affecting the Corporation at law or in equity or before or by any governmental department, commission, board, agency or instrumentality of any jurisdiction which action, suit or proceeding involves the possibility of any judgment against or liability of the Corporation not fully covered by insurance and the Vendor is not aware of any existing grounds on which any such action, suit or proceeding might be commenced with any reasonable likelihood of success.
 - (b) To the knowledge of the Vendor the Corporation is not in default or breach of any contracts, agreements (written or oral) or other instruments to which it is a party and there exists no state of facts which by notice or lapse of time or both would constitute such default or breach and all other contracts, agreements or other instruments are now in good standing and the Corporation is entitled to all benefits thereunder.
- 

- (c) to the knowledge of the Vendor there are no actions, suits, proceedings, investigations or claims now threatened or pending against the Corporation in respect of any taxes, government levies or assessments or any matters under discussion with any governmental authority relating to taxes, government levies or assessments asserted by any such government or authority.

3.06 Other Matters

(a) There are no material existing liabilities of the Corporation other than:

- (i) liabilities disclosed, as set out in the Promissory Note;
- (ii) liabilities incurred in the ordinary and usual course of business and attributable to the period since the incorporation of the Corporation, none of which have been materially adverse to the nature of the business, the results of operations, assets, financial condition or manner of conducting business of the Corporation.

3.07 Indebtedness

As of the Closing Date, there are no amounts owing to the Vendor by the Corporation or to the Corporation by the Vendor except for the Promissory Note being discharged with the purchase.

3.08 Assets

The Corporation owns its assets with good and marketable title, subject to registered mortgages and liens.

ARTICLE FOUR – REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

The Purchaser represents and warrants as follows to the Vendor and acknowledges and confirms that the Vendor is relying on the representations and warranties in entering into this Agreement and selling the Purchased Shares to the Purchaser.

4.01 No Conflict with Authorizations, Laws, etc.

The execution, delivery and performance by the Purchaser of this Agreement and any of the ancillary documents related to this Agreement to which it is a party do not (or would not with the giving of notice, the passage of time or the happening of any other event or circumstance):

- (a) result in a breach or violation of, conflict with, or cause the termination or revocation of, any authorization held by the Purchaser or necessary to the ownership and transfer of the Purchased Shares;
- (b) result in or require the creation of any lien upon any of the Purchased Shares or any other property of the Purchaser;
- (c) result in a breach or a violation of, or conflict with, any law applicable to the Purchaser.

4.02 Required Purchaser Authorizations

There is no requirement for the Purchaser to make any filing with, give any notice to, or obtain any authorization of, any governmental authority as a result of, or in connection with, or as a condition to the lawful completion of, the transactions contemplated by this Agreement or any of the ancillary agreements to this Agreement.

4.03 Execution and Binding Obligation

This Agreement and each of the ancillary documents to which the Purchaser is a party

have been duly executed and delivered by the Purchaser and constitute legal, valid and binding obligations of the Purchaser, enforceable against him in accordance with their respective terms.

ARTICLE FIVE - COVENANTS OF THE VENDOR

5.01 Access

The Vendor shall permit the Purchaser and the Purchaser's Authorized Representatives to make such investigation of the Assets, Liabilities, Shares, tenancy, representations and warranties and financial and legal condition of the Corporation as the Purchaser or the Purchaser's Authorized Representatives deem necessary or advisable to familiarize or satisfy himself or themselves with respect thereto.

5.02 Authorizations

The Vendor shall execute and deliver or shall cause the Corporation to execute and deliver to the Purchaser or the Purchaser's Authorized Representatives such consents or authorizations in writing as may be necessary or expedient to give effect to the foregoing rights of access.

5.03 Documents

The Vendor shall produce or cause the Corporation to produce to the Purchaser or the Purchaser's Authorized Representatives all leases, licences, contracts, title documents, insurance policies, guarantees, management contracts, documents relating to pending lawsuits (if any), deeds, title reports, minute books, share certificate books, share registers and other corporate documents and proceedings and all books, records, accounts, and other data, documents or things which in the opinion of the Purchaser or the Purchaser's Authorized Representatives are necessary to complete the requisite examination of the Corporation and its affairs and to provide the Purchaser or the Purchaser's Authorized Representatives with such copies thereof as he or they may deem necessary or advisable.

5.04 Requisitions

Upon the request of the Purchaser or the Purchaser's Authorized Representatives until the Closing Date, the Vendor shall produce or cause the Corporation to produce such reports from the advisers of the Vendor or of the Corporation and representatives of agencies having jurisdiction as the Purchaser or the Purchaser's Authorized Representatives may deem advisable with respect to the Vendor's title to the Shares, the condition of the Assets and financial information concerning the Corporation, and if within that time the Purchaser shall furnish the Vendor in writing with any reasonable objections to the Vendor's title to the Shares or to any noncompliance with any of the representations and warranties contained herein or to any breach of any covenant or condition contained herein and in respect of any of which the Vendor shall be unable or unwilling to remedy or correct and which the Purchaser will not waive, this Agreement shall, notwithstanding any intermediate acts or negotiations, be null and void, and the deposit shall be returned to the Purchaser within ten (10) Business Days after the Closing Date without interest and without deduction.

5.05 Absence of Change Pending Completion

The business of the Corporation will be carried on in the ordinary and usual course from the date hereof until the Closing Date.

5.06 Corporate Proceedings

The Vendor shall take all necessary steps and proceedings as counsel for the Purchaser



may approve to permit the Shares to be duly and regularly transferred to the Purchaser.

5.07 Income Tax Liability

The Vendor, on or before the Closing Date, will deliver to the Purchaser a statutory declaration that it is not on the Closing Date and will not be on any of the Subsequent Closing Dates a "NonResident Person" within the meaning and for the purposes of Section 116 of the Income Tax Act of Canada, or if it is a "NonResident Person" will fully comply with the provisions of Section 116 of the said act, prior to the Closing Date.

ARTICLE SIX CONDITIONS PRECEDENT

6.01 Effect of Conditions

Notwithstanding anything to the contrary hereinbefore contained, all of the obligations of the Purchaser hereunder are subject to the observance, fulfilment or performance of the conditions precedent set forth in Sections 6.01 to 6.07 inclusive on or before the Closing Date, each of which has been inserted herein for the benefit of the Purchaser and in case any of such conditions precedent shall not be observed, fulfilled and/or performed on or before the Closing Date, the Purchaser may rescind this Agreement by notice in writing to the Vendor and in that event the Purchaser and the Vendor shall be released from all obligations hereunder and the deposit shall be returned to the Purchaser within ten (10) Business Days of the Closing Date without interest and without deduction, provided that any such condition precedent may be waived in whole or in part by the Purchaser without prejudice to his right of rescission in the event of the nonfulfilment of any other such condition precedent and any such waiver, to be binding on the Purchaser, shall be in writing and be signed by him.

6.02 Accuracy

The representations and warranties and the covenants of the Vendor contained in this Agreement or any schedule hereto or any certificate or other document delivered to the Purchaser pursuant hereto shall be true, accurate and correct on and as of the Closing Date with the same force and effect as if made on or as of such date regardless of the date as of which such information was given.

6.03 Adverse Change

- (a) On the Closing Date, there shall have been no material adverse change in the affairs, assets, liabilities, financial condition or business (financial or otherwise) of the Corporation, unless such material adverse change arises as a result of expenses incurred by the Corporation in the ordinary and usual course of business or such expenses have been approved by the Purchaser.
- (b) On the Closing Date, there shall have been no material adverse change in the Vendor's title to the Shares.

6.04 Validity

The Purchaser shall have been satisfied with the title of the Vendor to the Purchased Shares and the title of the Corporation to the Assets, the validity of the incorporation and organization of the Corporation, the status of the Corporation, the due creation, allotment and issuance of the Purchased Shares as fully paid and nonassessable shares in the capital stock of the Corporation and all corporate proceedings of the Corporation, its shareholders and directors, and all other legal matters which are material in connection with the transaction of purchase and sale herein contemplated.

6.05 Proceedings

No action or proceeding shall be pending or threatened on the Closing Date to prohibit

the purchase and sale of the Purchased Shares or to prevent the Corporation from carrying on its business in the ordinary and usual course.

6.06 Verification

The Vendor shall have delivered to the Purchaser a Statutory Declaration by the Vendor as at the Closing Date that all of the representations and warranties and the conditions precedent contained herein have been observed, fulfilled or performed at all times up to the Closing Date.

6.07 Performance of Covenants

The Vendor shall have observed and performed all of its obligations hereunder on or before the Closing Date in accordance with the provisions of this Agreement.

ARTICLE SEVEN EMPLOYMENT OF VENDOR BY PURCHASER

6.01 The Purchaser and the Vendor agree to cause the Corporation to employ William Player pursuant to the terms of the Employment Agreement.

ARTICLE EIGHT GENERAL PROVISIONS

8.01 Closing

On the Closing Date, upon fulfilment of the representations and warranties and the conditions precedent contained herein which have not been waived in writing by the Purchaser, the Vendor shall deliver to the Purchaser certificates representing the Purchased Shares and share transfer forms for transfer and shall cause transfers of such shares to be duly and regularly recorded in the name of the Purchaser, and shall cause a resolution of the Board of Directors of the Corporation to be passed at which the Purchaser, or his nominee, is elected a director of the Corporation whereupon (subject to all of the other terms and conditions of this Agreement being complied with) the balance of the Purchase Price shall be paid and satisfied in accordance with the provisions of Section 2.02 hereof and on assignment of the Promissory Note. The Vendor, or his counsel, will prepare the necessary ancillary documents for execution and delivery on the Closing Date.

7.02 Governing Law

The rights and remedies of all of the parties hereto and the construction and effect of each and every provision hereof shall be subject to the exclusive jurisdiction of and be construed according to the laws of the Province of Ontario which jurisdiction shall be the forum for any proceedings in connection with the provisions of this Agreement.

7.03 Time

Any notices or communications required or permitted hereunder shall be delivered within the time specified in this Agreement and time shall in all respects be of the essence of this Agreement.

7.04 Entire Agreement

This Agreement including the schedules hereto constitutes the entire agreement between the parties hereto, there are not and shall not be any verbal representations, warranties, undertakings or agreements between the parties hereto and this Agreement may not be amended or modified in any respect except by written instrument signed by the parties hereto.

7.05 Tender

Any tender of documents or monies hereunder may be made upon the Vendor or the Purchaser or upon the solicitors acting for the party on whom tender is desired.

7.06 Notices

(a) All notices, requests, demands and communications hereunder shall be in writing and shall be deemed to have been duly given if delivered by hand or if sent by telegraph, cable, telecopier or telex and if so given as aforesaid any such notice shall be deemed to have been received on the first Business Day following the date it was so given.

(b) Until changed by notice in the manner aforesaid the addresses of the parties hereto for the purposes aforesaid shall be:

(c) Purchaser
1981262 Ontario Inc
101-29 Main St. E
Huntsville, Ontario
P1H 2C6
Attn: Ray Jarvis

(d) Vendor
Brian Tattersall
206 Lodge Rd
Port Severn, Ontario
L0K 1S0

7.07 Further Assurances

The parties hereto shall sign such further and other assurances and do and perform such further and other acts and things as may be necessary or desirable in order to give full effect to this Agreement and every part hereof.

7.08 Counterparts

This Agreement may be executed in one or more counterparts each of which so executed shall constitute an original and all of which together shall constitute one and the same agreement.

7.09 Invalidity

The invalidity of any particular provision of this Agreement shall not affect any other provision hereof and this Agreement shall be construed as if such invalid provisions were omitted.

7.10 Captions

The captions and headings in this Agreement form no part hereof and shall be deemed to have been inserted for convenience of reference only.

7.11 Survival of Representations, Warranties

the representations, warranties of the Vendor contained in this Agreement shall survive the Closing Date and shall remain in full force and effect until the date that is twelve months from the Closing Date provided that all liabilities of the Vendor in relation to this Agreement and the Corporation shall be extinguished after twelve months have expired from the Closing Date.

7.12 Binding Effect

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns and shall not be assignable prior to the Closing Date without the consent in writing of the other party hereto.

7.13 Counterparts

This Agreement may be executed in any number of counterparts, each of which is deemed an original, and all of which taken together constitute one and the same agreement. A counterpart may be delivered by facsimile, e-mail attachment (of a PDF document), or other electronic means, which shall be as effective as hand delivery of the original executed counterpart

IN WITNESS WHEREOF the parties have executed this Agreement.

Witness

Brian Tattersall



Witness

Ray Jarvis for 1981262 Ontario Inc.



PER: _____

Witness

Costellos of Craighurst Inc

Name: William Player

Title: President

I have authority to bind the Corporation

SCHEDULE "A"

EMPLOYMENT AGREEMENT

Between: Costellos of Craighurst Inc. "Employer"

and




The Employer shall provide the employee a salary of \$8,000 per month, and will provide the employee an assistant at a cost of \$2,000 per month. The Employer shall further pay for the Employees cell phone expenses, all vehicle costs, provide a vehicles to the Employee and his assistant, pay for all medical expenses of the employee and his assistant and provide an office.

The Employee shall earn all income from consulting, negotiating of any real estate deals, negotiating of any real estate financings, and the employee shall introduce Ray Jarvis and John Jarvis to all of the Employees financial, development and real estate contacts.

This contract can be cancelled by either party for reason, upon giving 30 days notice to the other party in writing.

Signed at Craighurst, Ontario this 11th day of December 2018.

Employee



Employer Ray Jarvis



SHAREHOLDERS' RESOLUTION
of
COSTELLOS OF CRAIGHURST INC.
(the "Corporation")

RE: Second Mortgage Against 3239 Penetanguishine Road, 2049 Horseshoe Valley Road, 2019 Horseshoe Valley Road (Collectively, the "Property")

Lender: PACE Savings & Credit Union ("PSCU")

Borrowers: 1923129 Ontario Inc, 1981262 Ontario Inc. and Costellos of Craighurst Inc.

Guarantors: Raymond Jarvis, John Jarvis, Noble House Development Corporation

5.5 M
advanced
appx

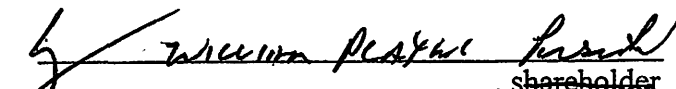
WHEREAS the Corporation has entered into a Commitment dated the 13th of March, 2018 (the "Commitment"), as amended, for the registration of a second mortgage in favour of PSCU,

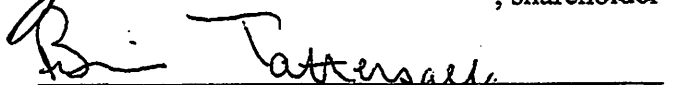
NOW THEREFORE BE IT RESOLVED THAT:

1. The execution and delivery of the Commitment and first and second mortgage, in addition to any other documentation as may be required by the Corporation, is hereby authorized, approved, ratified, sanctioned and confirmed by the Corporation's Shareholders, and the Corporation is hereby authorized to carry out and complete the Transaction and the terms contemplated therein.
2. Any director or officer of the Corporation be and they are hereby authorized to do all acts and things and to execute or cause to be executed whether under corporate seal the Corporation or otherwise, all such ancillary documents as in their opinion may be necessary or desirable to complete the transaction contemplated by the Commitment.

Pursuant to the provisions of the *Business Corporations Act*, R.S.O. 1990, c. B16, the foregoing resolutions are hereby executed by the voting shareholders of the Corporation.

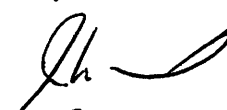

DATED this 1st day of ~~September~~^{OCTOBER}, 2018.


_____, shareholder


_____, shareholder

Brian Tattersall

WITNESS

Moran, Matthew

From: Millis, Stella
Sent: February 01, 2019 4:07 PM
To: Jackson, Shannon
Cc: Moran, Matthew
Subject: FW: [EXT] Player

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

From: Brian Tattersall <tattersallbrian@gmail.com>
 Sent: Friday, February 01, 2019 2:46 PM
 To: Millis, Stella <SMillis@bdo.ca>
 Subject: Re: [EXT] Player

Stella, I just received a call from Player saying you are upset with me regarding the Costellos property. I have never been asked told to do anything but if this helps here are the pertinent details of this. I had lent Bill 325K back in 2015 winter and couldn't get back money etc. In 2016 he agreed and gave me possession of 100 % of the shares if I was not repaid by sept 2017. I of course was not paid and I took and received the shares along with agreement that I was not on the mortgage nor responsible for it.

This mortgage was for 1.4 and there was also a second to Williamson for I think 300. The value of this Lot was approx 1m so clearly no equity in it.

The other two parcels where bought by Ray Jarvis and Ron Williamson. I believe the plan was for Player to get money buy back the shares from me and have this parcel all put together with a plan for Sobeys and Tim Hortons. The mortgage on the corner (Costellos) was in arrears and these two went and took over the mortgage and believe they still have it going on along with mortgages on the other two properties. Totally not owned by Player. He works for them as a property developer and not sure what all he does with them but that's how he makes a living. Know these guys have storage units and other buildings mostly up north.

In the summer of 2018 it became aware to them that I had these shares. (nothing had changed on financing) they stated into wanting to buy them from me for next to nothing as the really wasn't any value as mortgages totalled way more than the value of the mortgages. The value is in having the larger parcel of land. Once again this is long term and it became clear I was never going to get any money from Player nor was he ever going to get control of the property again.

I agreed to sell them the shares for 350k but I had to give them 175K in cash in exchange for a 350k 1 year mortgage. That's what I did,. I consulted with a lawyer as those shares where mine was told I can do with them as I see fit. Player said these where issues with you.

I reduced my claim by 350k which this was all on the original I had filed with Morgan and not on with BDO. Was 850k.

You also said I should be removed as inspector and if that's the case do so. I do have a lot of knowledge of what has happened to these various deals.

I sent you the email that is attached right after the meeting that I had the shares since 2017 and now those 3 pieces of land are owned by Jarvis and Williamson. it's unfair to say I didn't tell you it had never become a discussion point till that meeting and even if Player did own it no one would want it with the debt and without those other pieces.

I don't believe Player or Joanne have money hidden any where nor does he own or have interest in any property of any value with the exception of Ardagh and Nestleton investment. He said to me you guys spoke about trying to get a proposal together again. If he can I think that would be the best option as I think this 40 % of Player interest is not going to go as easy and I know that Williamson also has 10% . Realize he told you that he had not been out of the country and you clearly should read a book public money private greed of which there is chapter on the Bronfmans and Seaway Trust and a large property flip.

Sorry to be so long winded but these are the facts and as much info as best I know.

Brian Tattersall

> On Jan 29, 2019, at 12:32 PM, Brian Tattersall <tattersallbrian@gmail.com> wrote:

>

> Stella I thank you for wading into this issue. I support all you are doing on the Ardagh/ Nestleton properties. I don't support though the issuing of a caution on the Craighurst properties. At one point one inspector wanted to register on every property that he thinks Bill Player has an ownership in. I am very nervous of that as I know that we have a liability exposure if we hurt financially any property owner because his bank sees a caution on a property with no involvement by Player. In the case of craighurst I know these facts to be clear and Player has no ownership in any of those three properties nor has he done any mortgage changes in the past year. I actually controlled the shares of costellos as security and the mortgage went into arrears in sept 2017 and Williamson and Jarvis own all three properties without player having any ownership in them. There is a blanket mortgage of close to 6m on those three properties. The appraisal was for 1.5m and the registration when it went in arrears was 1.4m plus fees and back interest.If I am exposed to a law suit because we aren't properly searching title I want out of this inspector. Will go along if we can't get sued. I think we have a duty of care to be correct and fair and not just try to run over innocent people.

> Thanks again for your help. Brian Tattersall

>

>> On Jan 29, 2019, at 9:28 AM, Millis, Stella <SMillis@bdo.ca> wrote:

>>

>> Ok will call you around 10:45 am

>>

>> -----Original Message-----

>> From: Brian Tattersall <tattersallbrian@gmail.com>

>> Sent: Monday, January 28, 2019 8:33 PM

>> To: Millis, Stella <SMillis@bdo.ca>

>> Subject: Re: [EXT] Player

>>

>> Stella if you can call me at say 10.30am or 10.45 whatever works on my USA cell so I can get updated and will call in for the 11am talk. Thanks Brian

>>

>>> On Jan 28, 2019, at 4:41 PM, Millis, Stella <SMillis@bdo.ca> wrote:

>>>

>>> Brian, the meeting went well and you have been appointed as an Inspector in both Bill Player and Joanne Harpell estates.

>>>

>>> We deferred holding the meeting so that you can attend. We have set the meeting of inspectors for tomorrow at 11 am. Hopefully you can attend. If you want to have a call prior to that so I can give you an update please let me know.

>>>

>>>

>>> Stella Millis, CIRP, LIT

>>> Vice President

>>>

>>> BDO Canada Limited

>>> Financial Recovery Services

>>> 300 Lakeshore Drive, Suite 202

>>> Barrie, Ontario

>>> L4N 0B4

>>> Tel: 705-797-3980 ext 8544

>>> Fax: 705-792-3302

>>> Toll Free: 1-800-863-6082

>>> SMillis@bdo.ca

>>> Debtsolutions.bdo.ca

>>>

>>>

>>>

>>>

>>>

>>> -----Original Message-----
>>> From: Brian Tattersall <tattersallbrian@gmail.com>
>>> Sent: Monday, January 28, 2019 10:13 AM
>>> To: Millis, Stella <SMillis@bdo.ca>
>>> Subject: Re: [EXT] Player
>>>
>>> Stella, thanks for calling and clarifying a few things.
>>> Please except this email as my direction to do and change these items related to my
claim against Bill Player in his bankruptcy.
>>> Please change my proxy from John Morgan to you or your rep at BDO.
>>> Change my claim from secured to unsecured as my claim is through the deal Player has
regarding the Ardaugh Road properties.
>>> I will as you and I spoke be willing to be an inspector if required given the
understanding till approx end of mar approx I will be out of the country but available by
cell and email pretty much all the time.
>>> I once you have determined that I have a claim against the profit in the Ardaugh Road
project (Player but realize this is the only asset with monetary potential) I will
pledge toward advance to BDO as realize someone has to pay and hopefully I also will
speak to others to develop a fund for this as we move forward.
>>> Please confirm receipt and anything I missed. Regards and hopefully we can all move
forward. Brian Tattersall
>>>
>>>> On Jan 27, 2019, at 7:19 PM, Millis, Stella <SMillis@bdo.ca> wrote:
>>>>
>>>> Thanks will call you after 8am, in the interim I have I also been receiving
documentation directly from bill player which hopefully will clarify matters
>>>>
>>>> Talk tomorrow
>>>>
>>>> Sent from my iPhone
>>>>
>>>>> On Jan 27, 2019, at 7:16 PM, Brian Tattersall <tattersallbrian@gmail.com> wrote:
>>>>>
>>>>> First thing in the morning. Anything after say 8am. My USA cell is 3152977223.
Brian
>>>>>
>>>>>> On Jan 27, 2019, at 6:29 PM, Millis, Stella <SMillis@bdo.ca> wrote:
>>>>>>
>>>>>> Brian are you available for a call tonight or first thing in the morning
>>>>>>
>>>>>> Sent from my iPhone
>>>>>>
>>>>>>> On Jan 27, 2019, at 2:20 PM, Brian Tattersall <tattersallbrian@gmail.com> wrote:
>>>>>>>
>>>>>>> Here are the two pages I sent before. The info from judge has the agreement
signed by John and Player. The agreement and Morgan was given other stuff. Given my
position what more can I do. Brian
>>>>>>>
>>>>>>> [cid:ea499c3c-2315-4219-b9bd-98a1d3ad24b4@CANPRD01.PROD.OUTLOOK.COM]
>>>>>>>
>>>>>>>
>>>>>>>
>>>>>>> [cid:73c75596-6061-4b01-89c7-6d38e9af08f2@CANPRD01.PROD.OUTLOOK.COM]
>>>>>>>
>>>>>>>
>>>>>>> Sent from my iPhone
>>>>>>> <IMG_0020.jpg>
>>>>>>> <IMG_0021.jpg>
>>>>>>>
>>>>>>>
>>>>>>> _____
>>>>>>>

>>>>> The information contained in this communication is confidential and intended only for the use of those to whom it is addressed. If you have received this communication in error, please notify me by telephone (collect if necessary) and delete or destroy any copies of it. Thank you.

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>>>>>

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Court File No. CV-20-00635946-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE MR.

)

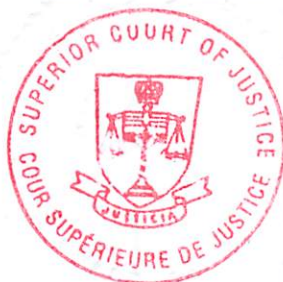
THURSDAY, THE 20th

JUSTICE HAINEY

)

DAY OF FEBRUARY, 2020

)



PACE SAVINGS & CREDIT UNION LIMITED

Applicant

- and -

**NOBLE HOUSE DEVELOPMENT CORPORATION, 2307400 ONTARIO INC., AND
2209326 ONTARIO LTD.**

Respondents

ORDER
(Appointing Receiver)

THIS APPLICATION made by the Applicant for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "BIA") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "CJA") appointing msi Spergel Inc. as receiver (in such capacities, the "Receiver") without security, of all of the assets, undertakings and properties of Noble House Development Corporation, 2307400 Ontario Inc., and 2209326 Ontario Ltd. (collectively, the "Debtors") acquired for, or used in relation to a business carried on by the Debtors, and of the real property described at Schedule "A" to this Order, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of Paul Waters sworn February 6, 2020 and the Exhibits thereto and on hearing the submissions of counsel for the Applicant, Pace Savings & Credit Union Limited and any other party present, all parties duly served as appears from the affidavit of service

of Lindsay Provost sworn February 10, 2020 and on reading the consent of msi Spergel Inc. to act as the Receiver,

SERVICE

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

APPOINTMENT

2. THIS COURT ORDERS that pursuant to section 243(1) of the BIA and section 101 of the CJA, msi Spergel Inc. is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtors acquired for, or used in relation to a business carried on by the Debtors, including all proceeds thereof, and which includes the real property described at Schedule "A" to this Order (the "Property").

RECEIVER'S POWERS

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

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate, and carry on the business of the Debtors, including the powers to enter into any agreements, incur any obligations in the ordinary

course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtors;

- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtors or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors and to exercise all remedies of the Debtors in collecting such monies, including, without limitation, to enforce any security held by the Debtors;
- (g) to settle, extend or compromise any indebtedness owing to the Debtors;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtors, for any purpose pursuant to this Order;
- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtors, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating

such terms and conditions of sale as the Receiver in its discretion may deem appropriate;

- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
 - (i) without the approval of this Court in respect of any transaction not exceeding \$50,000, provided that the aggregate consideration for all such transactions does not exceed \$250,000 and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

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

- (l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtors;

- (p) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtors, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtors;
- (q) to exercise any shareholder, partnership, joint venture or other rights which the Debtors may have; and
- (r) 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 Debtors, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. THIS COURT ORDERS that (i) the Debtors, (ii) all of the Debtors' current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "Persons" and each being a "Person") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

5. THIS COURT ORDERS that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtors, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "Records") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this

paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

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

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

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY

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

NO EXERCISE OF RIGHTS OR REMEDIES

10. THIS COURT ORDERS that all rights and remedies against the Debtors, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtors to carry on any business which the Debtors are not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtors from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

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

CONTINUATION OF SERVICES

12. THIS COURT ORDERS that all Persons having oral or written agreements with the Debtors or statutory or regulatory mandates for the supply of goods and/or services, including

without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtors are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the Debtors' current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtors or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

13. THIS COURT ORDERS that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "Post Receivership Accounts") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

EMPLOYEES

14. THIS COURT ORDERS that all employees of the Debtors shall remain the employees of the Debtors until such time as the Receiver, on the Debtors' behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

PIPEDA AND CASL

15. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "Sale"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtors, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

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

LIMITATION ON ENVIRONMENTAL LIABILITIES

17. **THIS COURT ORDERS** that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "Possession") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*,

the Ontario *Environmental Protection Act*, the Ontario *Water Resources Act*, or the Ontario *Occupational Health and Safety Act* and regulations thereunder (the "Environmental Legislation"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER'S LIABILITY

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

RECEIVER'S ACCOUNTS

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

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

21. THIS COURT ORDERS that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its

fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

22. THIS COURT ORDERS that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$250,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "Receiver's Borrowings Charge") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

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

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

SERVICE AND NOTICE

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

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

GENERAL

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

29. THIS COURT ORDERS that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtors, or any of them.

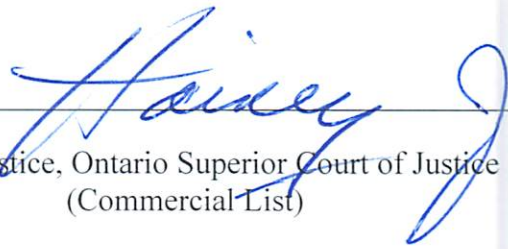
30. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to

make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

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

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

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


Justice, Ontario Superior Court of Justice
(Commercial List)

ENTERED AT / INSCRIT À TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO:

FEB 20 2020

PER / PAR: 

SCHEDULE "A"

REAL PROPERTY

UNIT 1, LEVEL 1, MUSKOKA STANDARD CONDOMINIUM PLAN NO. 80 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN MT152390; TOWN OF HUNTSVILLE (PIN 48880 - 0001 LT)

UNIT 2, LEVEL 1, MUSKOKA STANDARD CONDOMINIUM PLAN NO. 80 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN MT152390; TOWN OF HUNTSVILLE (PIN 48880 - 0002 LT)

UNIT 3, LEVEL 1, MUSKOKA STANDARD CONDOMINIUM PLAN NO. 80 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN MT152390; TOWN OF HUNTSVILLE (PIN 48880 - 0003 LT)

UNIT 4, LEVEL 1, MUSKOKA STANDARD CONDOMINIUM PLAN NO. 80 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN MT152390; TOWN OF HUNTSVILLE (PIN 48880 - 0004 LT)

UNIT 5, LEVEL 1, MUSKOKA STANDARD CONDOMINIUM PLAN NO. 80 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN MT152390; TOWN OF HUNTSVILLE (PIN 48880 - 0005 LT)

UNIT 6, LEVEL 1, MUSKOKA STANDARD CONDOMINIUM PLAN NO. 80 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN MT152390; TOWN OF HUNTSVILLE (PIN 48880 - 0006 LT)

UNIT 7, LEVEL 1, MUSKOKA STANDARD CONDOMINIUM PLAN NO. 80 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN MT152390; TOWN OF HUNTSVILLE (PIN 48880 - 0007 LT)

UNIT 8, LEVEL 1, MUSKOKA STANDARD CONDOMINIUM PLAN NO. 80 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN MT152390; TOWN OF HUNTSVILLE (PIN 48880 - 0008 LT)

UNIT 9, LEVEL 1, MUSKOKA STANDARD CONDOMINIUM PLAN NO. 80 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN MT152390; TOWN OF HUNTSVILLE (PIN 48880 - 0009 LT)

UNIT 10, LEVEL 1, MUSKOKA STANDARD CONDOMINIUM PLAN NO. 80 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN MT152390; TOWN OF HUNTSVILLE (PIN 48880 - 0010 LT)

UNIT 11, LEVEL 1, MUSKOKA STANDARD CONDOMINIUM PLAN NO. 80 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN MT152390; TOWN OF HUNTSVILLE (PIN 48880 - 0011 LT)

UNIT 12, LEVEL 1, MUSKOKA STANDARD CONDOMINIUM PLAN NO. 80 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN MT152390; TOWN OF HUNTSVILLE (PIN 48880 - 0012 LT)

UNIT 13, LEVEL 1, MUSKOKA STANDARD CONDOMINIUM PLAN NO. 80 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN MT152390; TOWN OF HUNTSVILLE (PIN 48880 - 0013 LT)

UNIT 14, LEVEL 1, MUSKOKA STANDARD CONDOMINIUM PLAN NO. 80 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN MT152390; TOWN OF HUNTSVILLE (PIN 48880 - 0014 LT)

SCHEDULE "B"
RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that msi Spergel Inc., the receiver (the "Receiver") of the assets, undertakings and properties of Noble House Development Corporation, 2307400 Ontario Inc., and 2209326 Ontario Ltd. acquired for, or used in relation to a business carried on by the Debtors, including all proceeds thereof, which includes the real property described at Schedule "A" to the Order, as defined below (collectively, the "Property") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated the ____ day of _____, 20__ (the "Order") made in an action having Court file number ____-CL-_____, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$ _____, being part of the total principal sum of \$ _____ which the Receiver is authorized to borrow under and pursuant to the Order.

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

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

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

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver

to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

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

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

DATED the ____ day of _____, 20__.

msi Spergel Inc., solely in its capacity
as Receiver of the Property, and not in its
personal capacity

Per: _____

Name:

Title:

PACE SAVINGS & CREDIT UNION LIMITED
Applicant

v.

NOBLE HOUSE DEVELOPMENT CORPORATION et al

Respondents

Court File No. CV-20-00635946-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

PROCEEDING COMMENCED AT TORONTO

ORDER

HARRISON PENSA LLP
Barristers & Solicitors
450 Talbot Street
London, Ontario
N6A 5J6

Timothy C. Hogan (LSO #36553S)
Robert Danter (LSO# 698060)
Tel : (519) 661-6725
Fax: (519) 667-3362

Lawyers for the Applicant,
Pace Savings & Credit Union Limited



Tel: 705 797-3980
 Fax: 705 792 3302
 Toll-free: 1 800 863 6082
 www.bdo.ca

BDO Canada Limited
 300 Lakeshore Drive
 Suite 202
 Barrie, ON L4N 0B4
 Canada

July 2, 2019

William Player
 3239 Penetanguishene Road
 Craighurst, ON
 L4M 4Y8

RE: YOUR BANKRUPTCY PROCEEDINGS

Dear Mr. Player,

Further to our meeting on February 4th, 2019 and subsequent letter on March 20, 2019, we discussed the concept of surplus income and the fact that it is a bankrupt's obligation to pay when income exceeds a certain limit. It is noted that you refused to sign Form 65 Income and Expense Statement and the Consent to Payment during that meeting. To date, we have not received documentation to substantiate what your monthly income is in order to calculate surplus income.

As a bankrupt you have specific duties pursuant to the *Bankruptcy and Insolvency Act*. We have attached a copy of your acknowledgement of these duties reviewed during the February 4th meeting. Your failure to perform these duties can result in prosecution resulting in fines and imprisonment. Specific duties that are of pressing concern include the following:

1. Report your personal and business income on a monthly basis in order to calculate your surplus income obligation and provide proof of income by attaching personal bank statements. For your convenience, attached are personal and business statements to complete.
2. Pay your required surplus on a monthly basis and any shortfall immediately. Since the date of bankruptcy, November 5, 2018, \$1,500 has been received. The agreed upon monthly surplus income with the previous Trustee was \$1,951.62. This indicates you presently owe the estate \$14,112.96. This amount may be revised based on the monthly reporting described in the point above;
3. Attend your second counseling appointment on March 20th, 2019 at 11:00 am at the BDO office in Barrie; and,
4. Provide us with your 2017 tax return, and information to prepare your 2018 tax return.

Pursuant to Section 158(b) of the Act, we also require the following information to assist with the bankruptcy proceeding:

1. Minute books, shareholder registers and financial books and records for all corporations in which you held or currently hold an interest in, including as director or president;

2. Financial Statements for Costellos of Craighurst Inc. from 2016 to present
3. Bank statements for January 2018 to present for Costellos of Craighurst Inc.;
4. Documentation supporting your interest in the Nestleton Development;
5. Reporting letter of May 2018 regarding the blanket mortgage on 3239 Penetanguishene Road;
6. Documentation relating to the sale of shares of Costellos of Craighurst Inc. to Ray Jarvis in December 2018;
7. Contact information for your accountant; and
8. Details of the lease for 2054 Dwinnell Road

Failure to comply with your duties will result in the Trustee opposing your discharge from bankruptcy and you will be required to attend a court hearing in order to obtain your discharge at an additional cost of \$1,000.00.

Please provide the outstanding information to the Trustee no later than July 12, 2019.

Sincerely,

BDO Canada Limited

Per:

A handwritten signature in blue ink, appearing to read 'Stella Millis', with a stylized flourish at the end.

Stella Millis, CIRP, LIT



Tel: 705 797-3980
Fax: 705 792 3302
Toll-free: 1 800 863 6082
www.bdo.ca

BDO Canada Limited
300 Lakeshore Drive
Suite 202
Barrie, ON L4N 0B4
Canada

March 20, 2019

William Player
2054 Dwinnell Road
Springwater, ON
L4M 4Y8

RE: YOUR BANKRUPTCY PROCEEDINGS

Dear Mr. Player,

Further to our meeting on February 4th, 2019, we discussed the concept of surplus income and the fact that it is a bankrupt's obligation to pay when income exceeds a certain limit. It is noted that you refused to sign Form 65 Income and Expense Statement and the Consent to Payment during that meeting. To date, we have not received documentation to substantiate what your monthly income is in order to calculate surplus income.

As a bankrupt you have specific duties pursuant to the *Bankruptcy and Insolvency Act*. We have attached a copy of your acknowledgement of these duties reviewed during the February 4th meeting. Your failure to perform these duties can result in prosecution resulting in fines and imprisonment. Specific duties that are of pressing concern include the following:

1. Report your personal and business income on a monthly basis in order to calculate your surplus income obligation and provide proof of income by attaching personal bank statements. For your convenience, attached are personal and business statements to complete.
2. Pay your required surplus on a monthly basis and any shortfall immediately. Since the date of bankruptcy, November 5, 2018, no payments have been received. The agreed upon monthly surplus income with the previous Trustee was \$1,951.62. This indicates you presently owe the estate \$9,758.10. This amount may be revised based on the monthly reporting described in the point above;
3. Attend your second counseling appointment on March 20th, 2019 at 11:00 am at the BDO office in Barrie; and,
4. Provide us with your 2017 tax return, and information to prepare your 2018 tax return.

Pursuant to Section 158(b) of the Act, we also require the following information to assist with the bankruptcy proceeding:

1. Minute books, shareholder registers and financial books and records for all corporations in which you held or currently hold an interest in;
2. Financial Statements for Costellos of Craighurst Inc. from 2016 to present
3. Bank statements for January 2018 to present for Costellos of Craighurst Inc.;

4. Documentation supporting your interest in the Nestleton Development;
5. Reporting letter of May 2018 regarding the blanket mortgage on 3239 Penetanguishene Road;
6. Documentation relating to the sale of shares of Costellos of Craighurst Inc. to Ray Jarvis in December 2018;
7. Contact information for your accountant; and
8. Details of the lease for 2054 Dwinnell Road

Failure to comply with your duties will result in the Trustee opposing your discharge from bankruptcy and you will be required to attend a court hearing in order to obtain your discharge at an additional cost of \$1,000.00.

Finally, we are confirming receipt of the following information produced during the February 4th meeting and retained by the Trustee:

1. Corporate Register for Parkriver Group Inc.;
2. Resolution Costellos of Craighurst re: Tattersall Loan and assignment of shares;
3. Costellos of Craighurst list of directors and officers and lawyer correspondence re: incorporation;
4. Purchase agreement for Abbott's of Craighurst Limited;
5. Various agreements with Abbott's of Craighurst Limited;
6. Financial statements of Abbott's of Craighurst Limited for the year ended Jan. 31, 2013;
7. West Charlton Property Management Inc. incorporation documents and various director resolutions;
8. Unsigned joint venture agreement between 1383026 Ontario Inc. and Abbott's of Craighurst Inc.;
9. Purchase agreement between West Charlton Homes Inc., 1564714 Ontario Ltd. and inverhuron Homes Inc.;
10. Letter dated February 3, 2019 re: proposed amendments to the West Charlton Homes Inc. shareholders agreement proposed by Mark Abbott; and

Please provide the outstanding information to the Trustee no later than April 1, 2019.

Sincerely,

BDO Canada Limited

Per:



Stella Millis, CIRP, LIT

February 11, 2019

William Player
2054 Dwinnell Road
Springwater, ON
L4M 4Y8

RE: OUTSTANDING ITEMS

Dear William,

Further to our meeting on February 4th, 2019, the Trustee requests again that you provide the following:

1. Minute books, shareholder registers and financial books and records for all corporations
2. Bank statements for January to December 2018 for Costellos of Craighurst Inc.
3. Documentation supporting your interest in the Nestleton Development
4. Reporting letter of May 2018 regarding the blanket mortgage on 3239 Penetanguishene Road
5. Documentation relating to the sale of shares to Ray Jarvis in December 2018
6. Contact information for your bookkeeper

This is also a reminder of your legislated duties pursuant to the *Bankruptcy and Insolvency Act*:

1. Report your income on a monthly basis in order to calculate your surplus income obligation and provide proof of income by attaching personal bank statements;
2. Pay your required surplus on a monthly basis;
3. Attend your second counseling appointment on March 18th, 2019 at 11:00 am at the BDO office in Barrie; and,
4. Provide your 2018 income tax information.

Failure to comply with your duties will result in the Trustee opposing your discharge from bankruptcy and you will be required to attend a court hearing in order to obtain your discharge at an additional cost of \$1,000.00.

Please provide the outstanding information to the Trustee no later than Friday February 15th, 2019.

Sincerely,

BDO Canada Limited

Per:



Stella Millis, CIRP, LIT

District of Ontario
Division No. 03-Barrie
Court No. 31-2362647
Estate No. 31-2362647

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

B E T W E E N:

IN THE MATTER OF THE PROPOSAL OF WILLIAM PLAYER
OF THE TOWN OF MINESING, IN THE COUNTY OF SIMCOE
IN THE PROVINCE OF ONTARIO

AFFIDAVIT OF LEN MEDJED

I, Len Medjed, of the City of Barrie, in the Province of Ontario, MAKE OATH AND SAY AS FOLLOWS:

1. I the principal of 1719499 Ontario Inc. (“**171**”), one of the creditors of William Player (“**Player**”), and as such have knowledge of the matters to which I depose herein.

The settlement offers:

2. I have had many discussions with Player about satisfying the outstanding judgment of 171 against Inverhuron Homes Inc., Player and his spouse Joanne Harpell (the “**171 Judgment**”).

3. By email on on June 15, 2017 email from Player to Anne Woodward, my spouse, and “ray@remax-muskoka.com”, Player attached a settlement offer (the “**First Offer**”) and stated “Len Ray wishes to do the deal this way. You will make more money and you have more security. Because of how we did the real estate and how we have set up the company it will work better for us. Bill”. Attached hereto as **Exhibit “A”** is a copy of the email and First Offer.

4. The First Offer was dated June 15, 2017, stated “2557295 Ontario Inc.” (“**255**”) at the top, had a signature line for Ray Jarvis (“**Jarvis**”), but was not signed, and was made on the following basis:

- a. I would assign the 171 Judgment to 255, or as it may direct, on receipt of the cash and mortgage security below;
- b. I would receive cash or certified funds in the amount of \$300,000 payable \$150,000 upon the refinancing of 3 Crescent Road, Huntsville, Ontario (the “**3 Crescent Property**”), anticipated to be on or before July 31, 2017, and a further \$150,000 upon the refinancing of 3745 Highway 144 Chelmsford, Ontario (the “**Chelmsford Property**”), anticipated to be on or before September 30, 2017;
- c. For the balance of payment, I would receive \$250,000 in preferred shares of Noble House Development Corporation (“**Noble House**”);
- d. The Offer represented, among other things, that:
 - i. Noble House was planning on issuing \$10,000,000 in preferred shares;
 - ii. These shares would have a 4% annual dividend and would share in 20% of the annual net profit, and were redeemable in 5 years, on request;
 - iii. \$3,000,000 of these shares were already issued as part of the original equity, including the shares to be assigned to me;

iv. The company had received an offer on a portion of its land and if it closed the company would own in excess of \$8,000,000 at cost of real estate in 2 locations; and

5. Jarvis and Player will guarantee the dividend and repurchase of shares.

6. By email dated July 5, 2017 to Anne Woodward, Player attached a further offer to settle (the “**Second Offer**”) and a promotional brochure (the “**Brochure**”) with respect to Noble House, copies of which are attached hereto as **Exhibit “B”**.

7. The Second Offer was dated July 5, 2017, stated “Noble House Development Corporation” at the top, had a signature line for Jarvis, but was not signed, and was made on the following basis:

- a. I would assign the 171 Judgment to Noble House, or as it may direct, on payment of the cash and mortgage security below;
- b. I would receive cash or certified funds in the amount of \$300,000 payable \$150,000 upon the refinancing of the 3 Crescent Property, anticipated to be on or before July 31, 2017, and a further \$150,000 upon the refinancing of the Chelmsford Property, anticipated to be on or before September 30, 2017;
- c. For the balance of payment, I would receive \$250,000 in preferred shares of Noble House;
- d. On the 2nd, 3rd, 4th and 5th anniversary of the issued shares, Ray Jarvis and Player agreed to purchase 25% of the shares issued to me for the price of \$62,5000 per 25% of the original issued shares to me;

e. The Offer represented, among other things, that:

- i. Noble House was planning on issuing \$10,000,000 in preferred shares, to create capital for the purchase of properties that fit in with the development goals of the corporation;
- ii. These shares would have a 4% annual dividend and would share in 20% of the annual net profit, and were redeemable in 5 years, on request;
- iii. \$3,000,000 of these shares were already issued as part of the original equity, including the shares to be assigned to me; and
- iv. The company had received an offer on a portion of its land and if it closed the company would own in excess of \$8,000,000 at cost of real estate in 3 locations.

8. The Brochure contains a mission statement where it states that Noble House was formed to develop rental properties aimed at the seniors market outside the GTA, and the intention is to build small condominiums to be rented to the seniors market and anywhere from 12 to 300 affiliated storage units for downsizing seniors to store their possessions. Among others, it lists the 3 Crescent Property as being owned and under development. It describes the 3 Crescent Property as an existing 60,000 square foot industrial building which has been converted into an industrial condominium, which will have close to 400 storage spaces when complete. It lists Jarvis as President, and John Jarvis as Vice-President. Player is listed as Vice-President of Acquisitions and Development. It also contains an engineering report on the Chelmsford Property dated November 16, 2016 from J.L. Richards addressed to Costellos of Craighurst Inc. (“**Costellos**”) c/o Player.

The loan repayment:

7. Between January 2, 2017 and March 17, 2017, 171 loaned Player a further \$50,000. These funds were loaned in installments. Attached hereto as **Exhibit "C"** are copies of a series of cheques from 171 to Player and/or Costellos and cheques repaying this loan from Costellos, and one cheque from 255 dated May 10, 2017 for \$15,000.

8. I swear this affidavit in response to the application of Ray Jarvis for removal of the trustee in bankruptcy, BDO Canada Limited's cautions registered against certain properties, and for no other or improper purpose.

SWORN before me in the
City of Toronto in the
Province of Ontario
This 4th day of May, 2020

A Commissioner for Taking Affidavits
Virtually commissioned Ian Klaiman,
LSO#58955G, as per LSO corporate stat
ement re COVID-19

LEN MEDJED
Virtually signed on May 4, 2020

This is **Exhibit " A "** referred to in the
Affidavit of **LEN MEDJED**
sworn before me, this 4th day
of **May, 2020**



A Commissioner for taking oaths, etc.

Virtually commissioned Ian Klaiman,
LSO#58955G, as per LSO corporate
statement re COVID-19

----- Forwarded Message -----

From: Bill or Joanne Player <brasskeyproperties@hotmail.com>

To: Ray Jarvis <ray@remax-muskoka.com>; awoodward1093@yahoo.ca <awoodward1093@yahoo.ca>

Sent: Thursday, June 15, 2017, 4:47:34 p.m. EDT

Subject: Settlement

Len Ray wishes to do the deal this way. You will make more money and you have more security.
Because of how we did the real estate and how we have set up the company it works better for us. Bill

Sent from [Mail](#) for Windows 10

2557295 Ontario Inc.

To: Len Medjed

Offer to Purchase an existing note and Judgement as of June 15, 2017

Whereas: Len Medjed has a judgement in the amount of \$1,000,000 registered against Inverhuron Homes Inc., William Player and Joanne Harpell.

The parties hereby agree that upon the receipt of the following cash and mortgage security Len Medjed will assign the judgement to 2557295 or as it may direct.

Medjed will receive:

Cash or certified funds in the amount of \$300,000 payable \$150,000 upon the refinancing of 3 Crescent Road, Huntsville, Ontario anticipated to be on or before July 31st 2017, and a further \$150,000 upon the refinancing of the residential lands at 3747 Highway 144 Chelmsford, Ontario, Greater District of Sudbury anticipated to be on or before September 30th 2017.

As further payment Medjed will receive

\$250,000 of preferred shares in Noble House Development Corporation on the Corporation. The Company is issuing \$10,000,000 in preferred shares. These shares will have a 4% annual dividend and will share in 20% of the annual net profit. The shares are redeemable in 5 years at the holders request.

\$3,000,000 of these shares are already issued for part of the original equity. The balance will be used to raise the capital necessary to acquire new projects.

The shares issued to you are part of the \$3,000,000

The company has an offer on a portion of its land and if it closes the company will own in excess of \$8,000,000 of real estate in 2 locations.

Total debt owed by the company is \$5,500,000.+/-

Ray Jarvis and William Player will guaranty the dividend and the repurchase of the shares.

Dated at Huntsville Ontario this 15th day of June 2017.

RAY Jarvis President

This is **Exhibit “ B”** referred to in the
Affidavit of **LEN MEDJED**
sworn before me, this 4th day
of **May, 2020**



A Commissioner for taking oaths, etc.
Virtually commissioned Ian Klaiman,
LSO#58955G, as per LSO corporate
statement re COVID-19

Subject: [No Subject]

From: Bill or Joanne Player (brasskeyproperties@hotmail.com)

To: awoodward1093@yahoo.ca;

Date: Wednesday, July 5, 2017 5:39 PM

Len having computer problems. Here is agreement. We will be using Andrew Ain as a lawyer. We will be meeting with him the first of the week and he will have info needed to get all shares completed and assigned. We will need your lawyer name and contact info and will get done this month. Have included the brochure on the company as it will look. We also have a commitment on the redevelopment of Huntsville and expect to close the sale of the commercial land in Sudbury in July. Bill

Sent from Mail for Windows 10

Attachments

- Medjed offer.docx (11.92KB)
- Noble House Developments Inc Geneeral Brochure.docx (9.54MB)

NOBLE HOUSE DEVELOPMENT CORPORATION

To: Len Medjed

Offer to Purchase an existing note and Judgement as of July 5, 2017

Whereas: Len Medjed has a judgement in the amount of \$1,000,000 registered against Inverhuron Homes Inc., William Player and Joanne Harpell.

The parties hereby agree that upon the receipt of the following cash and mortgage security Len Medjed will assign the judgement to Noble House Development Corporation or as it may direct.

Medjed will receive:

Cash or certified funds in the amount of \$300,000 payable \$150,000 upon the refinancing of 3 Crescent Road, Huntsville, Ontario anticipated to be on or before July 31st 2017, and a further \$150,000 upon the refinancing of the residential lands at 3747 Highway 144 Chelmsford, Ontario, Greater District of Sudbury anticipated to be on or before September 30th 2017.

The balance of the payment Medjed will receive \$250,000 of preferred shares in Noble House Development Corporation.

The Company is planning on issuing a total of \$10,000,000 in preferred shares. The shares will be issued to create capital for the purchase of properties that fit in with the development goals of the corporation. These shares will have a 4% annual dividend and will share in 20% of the annual net profit. The shares are redeemable in 5 years at the holders request.

On the 2nd, 3rd, 4th and 5th anniversary of the issuance of these shares Ray Jarvis and Bill Player agree to purchase 25% of the shares issued to Medjed for the price of \$62,500 per 25% of the original issued shares to Medjed.

\$3,000,000 of these shares are already issued for part of the original equity. This includes the shares being assigned to Medjed.

The company has received an offer on a portion of its land and if it closes the company will own in excess of \$8,000,000 at cost of real estate in 3 locations.

The company has received an offer from Pace Credit Union to refinance 3 Crescent Road and provide the renovation money for conversion to indoor heated storage.

Dated at Huntsville Ontario this 5th day of July 2017.

RAY Jarvis President

NOBLE HOUSE DEVELOPMENT CORPORATION



INDEX

- 1) About Us
- 2) Projected Balance Sheet & Phase I Profits
- 3) Floor Plan
- 4) Chelmsford Project Site Plan
- 5) Engineer Preliminary Report
- 6) Huntsville Condominium Plan
- 7) Huntsville Storage Plan
- 8) Storage Income Projections

Noble House Development Corporation

Mission Statement

The company was formed to create a vehicle for the development of rental properties aimed at the seniors market in areas outside of the GTA .

The market area is underserved and has millions of seniors in smaller communities entering the market.

It is our intention to build small affordable bungalows in these communities to be rented to the seniors market.

In a lot of cases the storage market in these areas is underserved, and as most seniors are down-sizing and tend to store some of their possessions. This is a market which meshes with our primary market.

Our main goal is to build the projects as we are an approved Guildcrest Builder. We develop land that is zoned and in areas we deem prime, however it is our intention to buy serviced lots where possible.

We will do developments as small as 12 units and as large as 300 depending on the market.

The ultimate goal is to create a large rental portfolio in markets that have been ignored by larger builders. We plan to become a significant player in these markets.

The operating shareholders have over 100 years of real estate and development experience between them.

Properties Owned and Under Development

3747 Highway 144, Chelmsford, part of greater Sudbury Ontario,

The property will provide 240 bungalow rental units, with garages.

The first units will be delivered in late 2018 and will be fully built out and leased by 2022.

The built value of this project will be in the \$70 million dollar range.

392 William Street, Victoria Harbour, Ontario.

The property will provide 12 bungalow rental units, with garages.

The land is already serviced and requires a zoning amendment which has municipal support.

The first units will be built in 2018 and finished in 2019.

The built out value will be in the \$3.6 million dollar range.

3 Crescent Road, Huntsville, Ontario.

The property consists of an existing 60,000 square foot industrial building which has been converted to an industrial condominium.

We are converting 24,000 square feet to indoor heated storage and adding a 2nd floor to create an additional 24,000 square feet of space.

We are also creating 80 non heated storage spaces. We will have close to 400 storage spaces available when completed.

The built out value will be in the \$8 million dollar range.

Investment Opportunities

If you have a property that might fit within our Mission Statement please contact us we are always looking for opportunities.

If you are looking for a real estate investment we are always looking for people who wish to own carefree rental property.

We build, lease, and manage new duplex bungalows for investors.

At times we have mortgages available for sale and are prepared to provide to a few qualified investors an opportunity to participate in our development and construction program.

President Ray Jarvis

Ray has 30 years in the real estate Brokerage business. He and his brother presently own Re/Max North Country Realty Inc. a brokerage with offices in Gravenhurst, Bracebridge, Huntsville, Burks Falls, Minden, Haliburton, which presently employs 100 salespeople and support staff. He has built rental properties, redeveloped industrial buildings developed local residential projects and manages commercial and residential rental units.

Vice President John Jarvis

John has 31 years in the real estate Brokerage business. He and his brother presently own Re/Max North Country Realty Inc. a brokerage with offices in Gravenhurst, Bracebridge, Huntsville, Burks Falls, Minden, Haliburton, which presently employs 100 salespeople and support staff. He has built rental properties, redeveloped industrial buildings developed local residential projects and manages commercial and residential rental units.

Vice President of Acquisitions and Development Bill Player

Bill has 49 years in the real estate business and a career that spans all aspects of development, residential rental and financing.

	Market Value cost to acquire	Present Debt	Phase I Servicing Renovation	Value at Completion	Debt at Completion 1	Equity at Cost
3 Crescent Road 60,000 sq ft condo industrial 48,000 feet of indoor storage	\$ 4,700,000.00	\$ 3,500,000.00	\$ 2,200,000.00	\$ 8,000,000.00	\$ 6,000,000.00	
3747 Hwy 144 Chelmsford 120 Duplex lots plus multi family Service 30 lots 90 lots unserviced	\$ 3,000,000.00	\$ 1,700,000.00	\$ 2,000,000.00	\$ 3,600,000.00 \$ 1,800,000.00	\$ 3,700,000.00	
3755 Hwy 144 Chelmsford/net Gas Bar 11.5 acres commercial We have a 30% equity interest Profit from sale	\$ 2,000,000.00	\$ 1,380,000.00		\$ 500,000.00 \$ 500,000.00		
William St. Victoria Harbour 440 feet serviced multi family	\$ 480,000.00	\$ 400,000.00	\$ 120,000.00	\$ 720,000.00	\$ 520,000.00	
Common Shares						\$ 200,000.00
Preferred Shares						\$ 3,000,000.00
Total	\$ 10,180,000.00	\$ 6,980,000.00	\$ 4,320,000.00	\$ 15,120,000.00	\$ 10,220,000.00	\$ 3,200,000.00
Projected Equity as of Dec 2018						\$ 4,900,000.00

This is our position now and projected after completion of phase I Dec 2018
Sale of commercial

Servicing 30 res duplex lots

Build out of heated storage in Huntsville

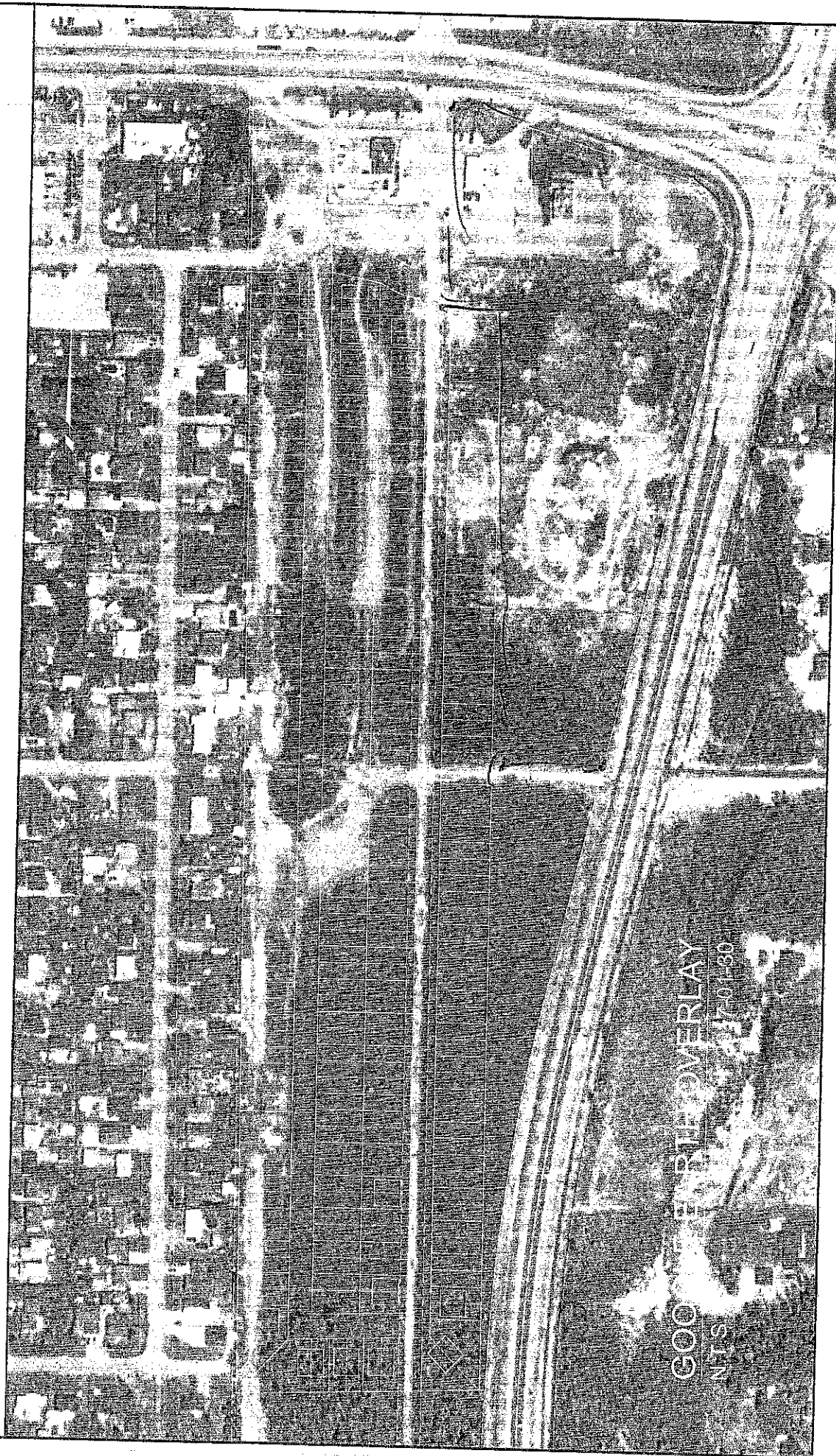
Note we have shown no duplex construction profits although we expect there will be over \$1 million in construction profits
Preferred Shares will grow to \$10 Million as we acquire other properties

3 mil Pref Shrs. - 1.9. pref shares

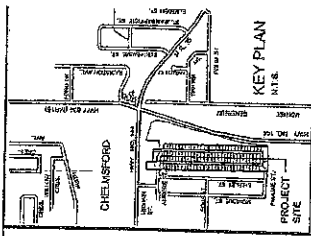
GROUND FLOOR PLAN



PROPOSED HIGHWAY 144 DEVELOPMENT - CHELMSFORD



SEMI- DETACHED UNITS: 127 / 254 UNITS
MULTIPLE DWELLING RESIDENTIAL: 1 BLOCK
DEVELOPMENT AREA = 11.41 ha
PHASING: TO BE DETERMINED
OFFICIAL PLAN DESIGNATION: MIXED USE COMMERCIAL, LIVING AREA 1
CURRENT ZONING: C2(b), FD

[illegible]

November 11, 2016
Our File No.: 27341

VIA: E-MAIL

Mr. Bill Player
Costellos of Craighurst Inc.
3239 Penetanguishene Rd
Barrie, ON L4M 4Y8

Dear Mr. Player:

**Re: Preliminary Report and Overview of Existing Municipal Services
Site: Southwest Corner of Highway 144 Intersections
Chelmsford, ON**

The following is an overview of existing municipal services bounding, or near to the proposed residential development southwesterly from the intersection of Highway 144 and Municipal Road 35 (referred to as "the site"). This overview addresses the proposed residential development and not the future commercial lands. It is likely that the servicing of the future commercial lands will outlet or connect to the same services described below, however; the commercial lands must be addressed separately once a proposed use/zoning is established.

The following discussion is preliminary, and is based on existing City of Greater Sudbury (CGS) asbuilt information in the immediate vicinity of the site. This overview is intended to identify potential servicing issues, and services that are likely to benefit the site with minimal or no improvements required for the development. There is no guarantee of downstream sewer capacity, available fire flows or domestic water pressure, only modeling services provided by the CGS will confirm those items. Our client should consider modelling the watermain and sanitary sewer prior to detailed design to confirm adequate capacity exists without significant upgrades. Modelling would identify deficient downstream systems, and a cost for upgrades could be established. Should you wish to proceed with this work, JLR will provide you with a quote to establish preliminary water and sewer requirements including those fees that will be charged by the CGS. We note that the CGS modelling fees are reimbursable at the Site Plan or Draft Plan stage of development.

We have not reviewed the availability of hydro, natural gas or the existing geotechnical conditions. Once the CGS has approved a concept in principal, it may be prudent to complete a geotechnical investigation to establish our maximum depths of fill, existing ground conditions, and the structural integrity of the soil and expected water table. This information will be required for the detailed design phase. Should you wish to proceed with a geotechnical investigation, we can recommend local firms suitable for the task.

Please read the following in conjunction with drawing C002, Existing Municipal Services.

Mr. Bill Player, Costellos of Craighurst Inc.

SANITARY SEWERS

Two street connections to the municipal road allowances are proposed at the west limit of the site at Pauline and Aureore Streets, there are sanitary sewers at the east limit of both.

- The sewer at Aureore Street is 200mm diameter with a reasonable downstream grade of about 0.7%. This sewer extends to Michael Street to the west where it connects to a larger 300mm main. The sewer is about 3 metres deep and has the potential to be an outlet for part of the site.
- The sewer at Pauline Street, at the southwest corner of the proposed development is 200mm diameter pipe at about 0.4% grade. The depth of the pipe is about 2.4 metres. This pipe may provide an outlet for a portion of the site, but is likely to have limited capacity due to the flat grade of the pipe.

The majority of the sanitary servicing is likely to discharge to the existing 500mm trunk main that traverses the centre of the site, flowing from east to west. The sewer originates east of Highway 144 and exits to Edna Street through a section of an unopened road allowance. There is an easement over the sewer that will likely have to be widened to satisfy the current requirements of the CGS; the widening has been addressed with the proposed lot fabric. This sewer is quite deep, about 4 metres, and is likely to provide service for the bulk of the site.

The detailed design will establish the most beneficial sanitary configuration to minimize road fills once the available downstream capacity has been established through modelling.

STORM SEWERS & DRAINAGE

Drainage on the site is, generally speaking, north to south. Based on the topographic mapping acquired through the CGS, there are also depressions and basins that likely trap water and will have to be addressed during detailed design. In general, there is only about 1 metre of fall from the north (elev. 272) to the south limit of the site (elev. 271) over a distance of about 600 metres. This will present design challenges for road and ditch grading and will likely result in imported fill sections for roads.

After reviewing the CGS topo mapping we have identified a significant ditch just south of the site that likely outlets to the storm water management facility south of the site. This ditch is quite deep (elev. 268) and is about 4 metres below the existing ground elevation at the north end of the site. This will likely provide an outlet for proposed ditching and/or storm sewers.

The existing residential area immediately abutting the site is serviced by open ditch sections. There are no storm sewers; therefore storm sewer outlets are not available at Pauline, Edna or Aureore Streets.

During our preliminary investigation, a design document and report titled "Lavallee Drain" was obtained. The report details CGS Storm Water Management and Farm Drains in the area. This engineering document proposes large "collector" ditches and a storm water management pond south of the site. It appears that the pond has been constructed, and a large ditch was extended

Mr. Bill Player, Costellos of Craighurst Inc.

from the pond northerly to the south limit of the site. This is the ditch discussed previously in this section.

The report also identifies the need, and provides construction details for a wide (12-15 metres) and deep (1.5 - 2.0 metres) ditch along most of the west limit of the site. See Drain C on the following page. Constructing this ditch would eliminate the westerly bank of the proposed lot fabric. Discussion with the CGS will be required to find an alternative that will satisfy drainage complaints from homeowners to the west of the site, while satisfying the needs of the development. It is highly likely that a ditch between the site and the existing homes will be required; we anticipate a conventional back-of-lot ditch rather than a farm drain. It is also likely that there will be a need for a storm sewer system since a 600 metre long back-of-lot ditch will not perform well without storm sewer pickups - it is too long.

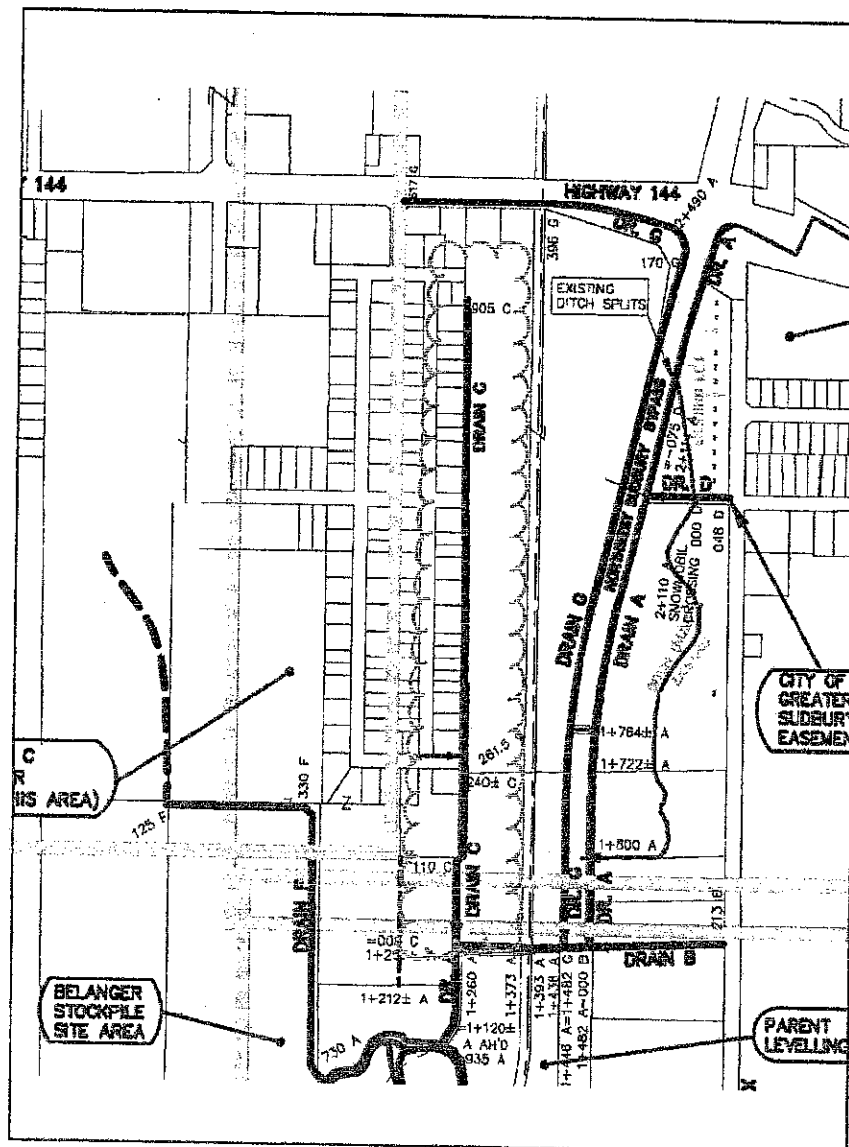
The report also identifies a small area on the north side of Pauline Street (Drain E) that is to flow into Drain C, Drain E is not detailed on the sketch. This area will have to be accommodated during the detailed design.

We note that the Lavallee Drain report is likely a document that is to be enforced through the passage of a by-law, however; this has not been confirmed. We believe that there are specific legal and financial requirements that are imposed on the site and should be discussed and addressed with the CGS prior to proceeding with detailed design. One of those items is a cash contribution toward the construction of the SWM pond already constructed to the south. The amount appears to be \$120,000, we do not know if that amount has been satisfied. The inference of the cash contribution is that SWM has been addressed for the site and on-site facilities should not be required (subject to the next paragraph). We do not know if both storm water quantity and quality items have been addressed by the pond. The report references quantity only in one location, and quantity and quality in another. Further discussion with the CGS is required.

The report also notes maintenance costs for the ditch to be determined and imposed in the future.

Another factor that will impact how storm water is addressed will be the soon-to-be-introduced Low Impact Development (LID) Provincial requirements for the management of storm water on-site. Preliminary indications are that on-site storm water design will have to account for some of the rainfall to soak into the ground, however; the document has not been finalized or introduced. Pre-consultation with the CGS to establish storm water requirements will be required prior to detailed design.

Mr. Bill Player, Costellos of Craighurst Inc.



DRAIN C

WATERMAINS

All watermains in the existing development west of the site are older and small diameter 150mm pipes. Domestic supply and pressure are likely adequate, however; it is highly unlikely that the existing network will provide the required 75 litres per second fire flow for semi-detached homes. In order to provide compliant fire flow there are two options that appear possible.

- The first would be to replace about 200 metres of the existing 150mm pipe with 300mm pipe (assumed) beginning at Highway 144, southerly on Michael Street, then easterly to the site along Aurore Street. This option would likely cost \$80,000 - \$120,000.

Mr. Bill Player, Costellos of Craighurst Inc.

- The second option would be a connecting to the existing 300mm main on Highway 144 through the existing Tim Hortons/Pioneer Gas Bar entrance. We do not have enough information to speculate what this option may cost. We believe the watermain is on the north side of Highway 144 at this location, installation across many lanes of a busy intersection would be costly.

It should be noted that the cost of providing water service will be substantial, however; the commercial portion of the site will also benefit from the upgrade in the future.

We suspect that the CGS will prefer the Aurore/Michael replacement as it minimizes the infrastructure to be publically maintained, and will improve service to the existing town site. There may be an opportunity for cost sharing of the Aurore replacement option with the CGS which should be determined through future discussion.

ROADS AND SITE ACCESS

The following is somewhat speculative and is based solely on past experiences with the CGS. Pre-consultation would be required to establish their requirements. There appears to be only two practical options to access the site; using the existing Michael, Shirley and Pauline Streets (Option 1), or utilizing the existing driveway entrance to the Tim Hortons/Pioneer Gas Bar (Option 2). It is highly unlikely that the MTO would permit a connection to Highway 144 easterly of the site.

For any option, a Traffic Impact Study (TIS) will likely be a requirement. We can provide you contacts for that work on request.

Option 1: Access the Site from the Michael Street/Highway 144 Intersection

Likely Requirements:

- Traffic lights at the highway intersection. This will be a costly item - we have not competed a signalization project recently but anecdotally believe this could be in the range of \$200,000 - \$400,000.
- Lane/road improvements on Highway 144 to be determined.
- Reconstruction of Michael and Aurore Streets to full urban standard (curb and gutter including storm sewers). This is a typical requirement, however; it is not possible to construct storm sewers when there is only shallow roadside ditching available for an outlet. The requirement for reconstruction to full urban standard where storm sewers are not present has been an "ongoing battle" with the CGS.
- Assuming a reconstruction cost of \$2,000 per metre, reconstruction of the roadways would cost about \$400,000.
- A cul-de-sac to municipal standard and roadway dedicated to the CGS at the east limit of Aurore Street. This will be a likely requirement to turn snow plows and is reflected in

Mr. Bill Player, Costellos of Craighurst Inc.

the road fabric for the site. There may be an opportunity for an arrangement to allow the plows to pass through the private site, which will have to be discussed with the CGS.

Possible Requirements:

- The CGS may require that Shirley and Pauline Streets, to the southwest corner of the site, be reconstructed. This would be very costly and Option 2 would become very attractive.

Option 2: Utilizing the Existing Entrance Servicing Tim Hortons and the Pioneer Gas Bar

Since the site will be a private development, this option is likely possible. If the development were to be municipal streets, the "driveway access" would not be acceptable to the municipality. There may be some merit in converting the driveway entrance to a municipal street that connects to the east terminus of Aurore Street. A road allowance will require a 20m wide strip of land, the sketch prepared by Tulloch proposes 15.24 metres for the right of way. We can discuss this further on request and present it to the CGS at your discretion.

Likely Requirements:

- Improvements to the left turn/westbound lane on Highway 144, the existing storage lane is short. This will also drive a widening of the existing northbound roadway at the existing shoulder.
- Agreements with the existing businesses/owners for construction and future maintenance.
- Review and possible improvements to the existing driveway.
- Better definition of entrances to the existing business with curbing or islands.
- Improvements/modifications to the entrance may require modifications to the businesses' existing Site Plan Agreements with the CGS.

Should Option 2 be pursued, it might be prudent to eliminate the connection to Pauline Street at the southwest corner of the site and make the CGS impose it as a required connection (or not). Without the Pauline Street connections, it would be difficult for the CGS to ask for the reconstruction of Pauline or Shirley Streets. Additionally, it is road that would not have to be built since it does not provide and financial return, an item to be discussed.

We have also assumed no road connection to existing Edna Street over the existing parkette and sanitary sewer easement. We do not know how the CGS will view the omission; however, this section of road will cost a significant amount of money and offer no financial return. Again, make them ask (or not). You would likely receive support from the existing residents since a road connection would eliminate the parkette. Walkways through the existing sanitary easement could be considered but there may be legal issues with connecting private lands to a public road allowance.

November 11, 2016
Our File No.: 27341

-7-

J.L.Richards
ENGINEERS · ARCHITECTS · PLANNERS

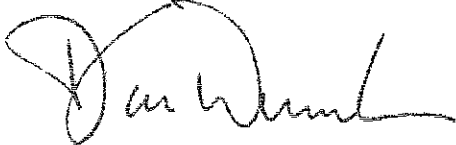
Mr. Bill Player, Costellos of Craighurst Inc.

Please review the above and do not hesitate to contact our office if you require clarifications, have any questions, or would like to provide feedback for improvement.

Yours very truly,

J.L. RICHARDS & ASSOCIATES LIMITED

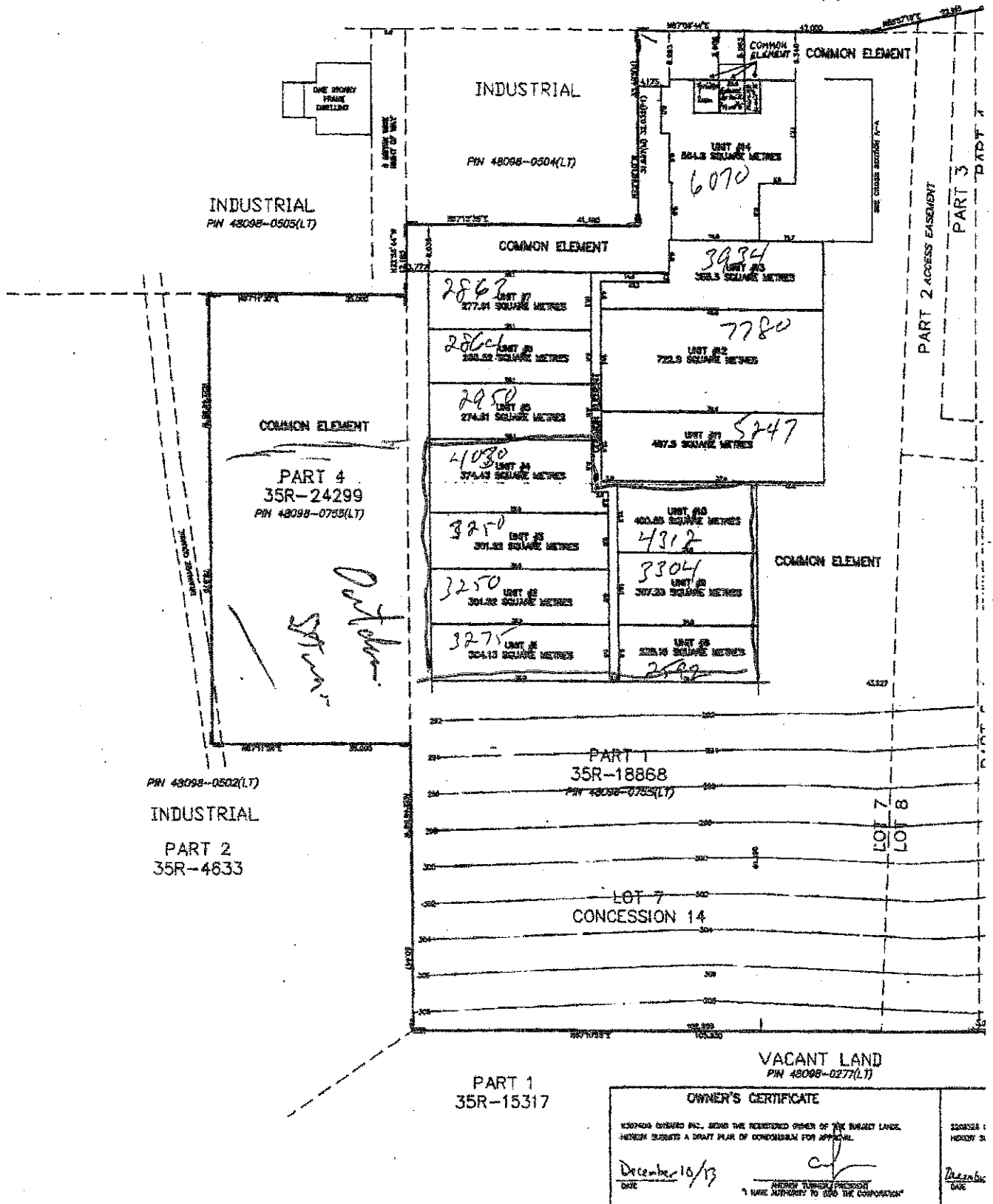
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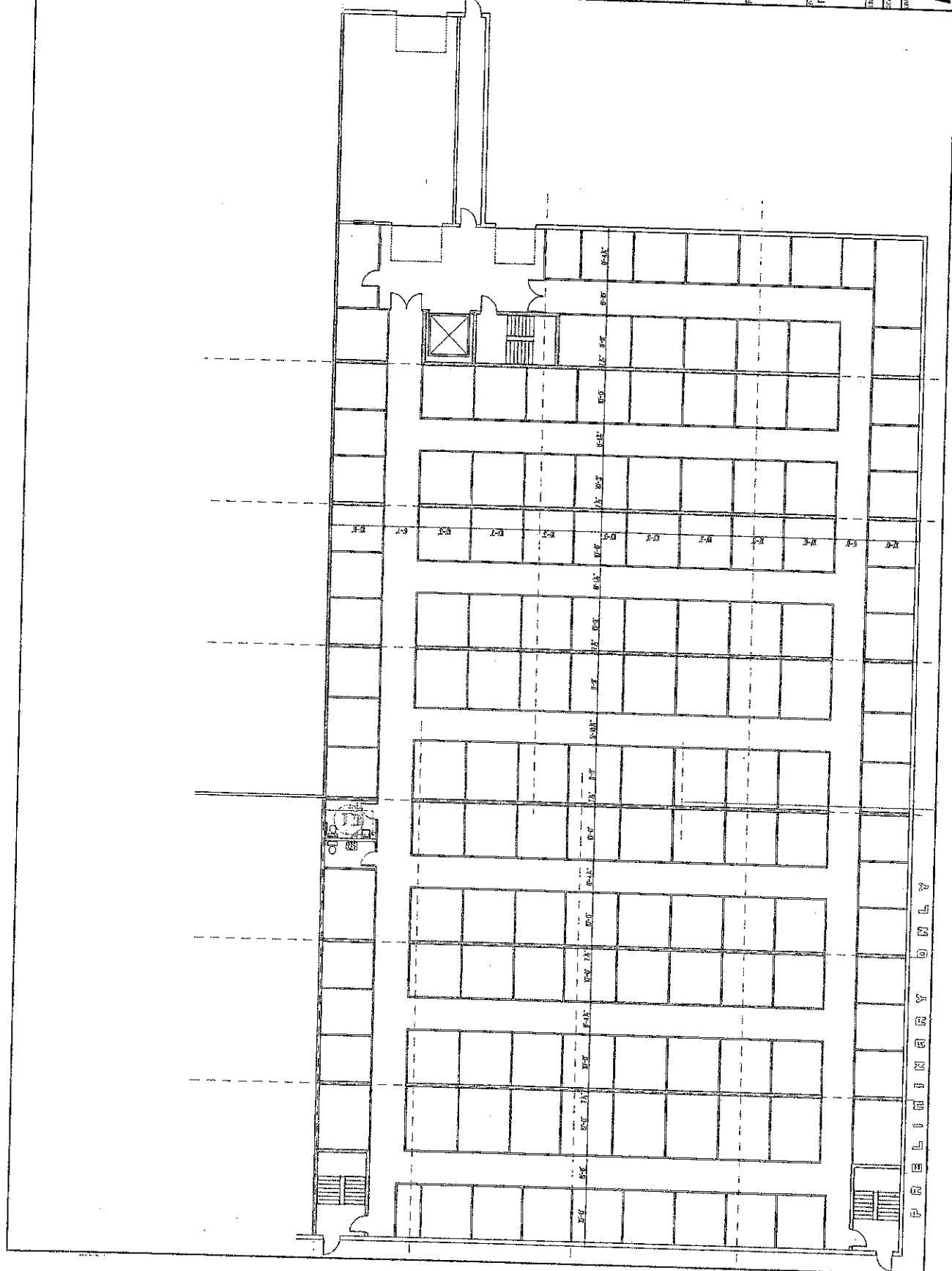


Dan Wunsch
Senior Civil Project Manager

DKW:mcw

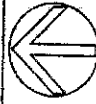
ROAD ALLOWANCE BETWEEN THE TOWNSHIPS OF CHAFFEY AND BRUNEL
"CRESCENT ROAD" PIN 48098-0602(LT)







huntsville indoor mini storage



McIntyre design, A.M.

REVISIONS		DATE
NO.	DESCRIPTION	DATE
1	ISSUED FOR REVIEW	DATE
2	RECEIVED BY DESIGN	DATE

BUILDING AREA :	
MAIN FLOOR AREA :	XXXX sq./ft.
GARAGE AREA	XXXX sq./ft.
DECK AREA	XXXX sq./ft.
PORCH AREA	XXXX sq./ft.
TOTAL AREA	XXXX sq./ft.

Individual: BCN 2940
Firm: BCN 2908

[illegible]

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED EXCEPT WHERE SHOWN OTHERWISE. DATE 08-22-2011 BY 60322 UCBAW/STP

Unit Size	Square feet	per foot	per month	Monthly Income	Annual Income
10X5	50 \$	25.00	\$ 104.17	\$ -	\$ -
10X10	100 \$	17.50	\$ 145.83	\$ 47,395.83	\$ 568,750.00
10X15	150 \$	15.00	\$ 187.50	\$ -	\$ -
8X10 Non Heated	80 \$	15.00	\$ 100.00	\$ 8,000.00	\$ 96,000.00
Vacancy				405 \$ 55,395.83	\$ 664,750.00
Net Income before operating expenses	12.50%			\$	\$ 83,093.75
Operating Expenses					\$ 581,656.25
Condo Fees	\$ 22,400.00				
Taxes	\$ 39,200.00				
Heat	\$ 22,400.00				
Hydro	\$ 12,000.00				
Insurance	\$ 8,000.00				
Maintenance	\$ 12,000.00				
Wages	\$ 58,165.63				
Advertising	\$ 10,000.00				
Management/admin	\$ 29,082.81				
NOI	\$ 213,248.44				\$ 368,407.81
Value	\$ 4,912,104.17				

This is **Exhibit " C "** referred to in the
Affidavit of **LEN MEDJED**
sworn before me, this 4th day
of **May, 2020**



A Commissioner for taking oaths, etc.
Virtually commissioned Ian Klaiman,
LSO#58955G, as per LSO corporate
statement re COVID-19



View Cheque Details

Cheque Number: 0000000010

Amount: \$15,000.00

Posting Date: Jan 04, 2017

Account Number: 5236492

Front of Cheque

1719499 ONTARIO INC		000010
DATE 2017-01-02 Y Y Y Y M M D D		
PAY to the order of	<u>BILL PLAYER</u>	\$15,000.00
	<u>FIFTEEN THOUSAND</u>	00/100 DOLLARS
Canada Trust SUFFERIN AND APEX C.B.C. 3140 DUFFERIN ST. AT APEX RD. TORONTO, ONTARIO M6A 2T1		1719499 ONTARIO INC
RE <u>LOAN</u>		PER <u>A Woodward</u>
⑈000010⑈ ⑆19932⑈004⑆ 0854⑈5236492⑈		

Back of Cheque

04.JAN.2017 001 03992 703085120034880 03992-1997880	Printer ID# 1021
Endorsement - Signature or Stamp	
0987661	
TD/ET OFI 001 TOR 1 20170104 ISN: 0147700547	
BACK/VERSO	

COSTELLOS OF CRAIGHURST INC.
3239 PENETANGUISHENE RD
BARRIE ON L4M 4Y8

000025

DATE 2017-01-04
Y Y Y Y M M D D

PAY to
the order of

17194.99 Ontario Inc

fifteen thousand four hundred + fifty

\$ 15,450.00
100 DOLLARS

BMO Bank of Montreal
508 BAYFIELD ST., UNIT J016
BARRIE, ON L4M 4Z8

COSTELLOS OF CRAIGHURST INC.

RE Partial Loan Repayment
Re Agreement Partial Repmt - 2016

PER

⑈000025⑈ ⑆23052⑈00⑆ 1995⑈505⑈



Branch: 2072 COLLIER STREET BRANCH
33 COLLIER ST SUITE 100
BARRIE, ON

Date: Jan 5, 2017, 11:47 AM
Ref #: 00167142'9 - ZGIB

From: Cheque Total

15,450.00

To: 1993-52***92

Deposit




Cash: 0.00

Number of Items: 1

1719499 ONT

15,450.00

Banking can be this comfortable

1719499 ONTARIO INC		000011
DATE 2017-01-20 Y Y Y Y M M D D		
PAY to the order of	<u>Bill Player</u>	\$15,000.00
	<u>FIFTEEN THOUSAND</u>	
 Canada Trust DUFFERIN AND APEX C.B.C. 3140 DUFFERIN ST. AT APEX RD. TORONTO, ONTARIO M6A 2T1	100 DOLLARS	
RE <u>Loas</u>		PER <u>A Woodward</u>
⑈00001⑈ ⑈19932⑈004⑈ 0654⑈5236492⑈		

23JAN2017
001 03992
703085120040780
03992-1997860

Printer ID# 1021

Endorsement - Signature or Stamp

TDCT OF1001 TOR
20170123 ISN: 4140777183
BACKVERSO

139,786.00



Branch: 2078 BARRIE BAYFIELD
534 BAYFIELD ST
BARRIE, ON

Date: Jan 25, 2017, 10:53 AM
Ref #: 00520138/2 - ZWCO

From: Cheque Total

15,450.00

To: 1993-52***92

Deposit

Cash: 0.00

Number of Items: 1

1719499 ONT

15,450.00

Banking can be this comfortable

COSTELLOS OF CRAIGHURST INC.
3239 PENETANGUISHENE RD
BARRIE ON L4M 4Y8

000024

DATE 20 17-01-23
Y Y Y Y M M D

PAY to
the order of

1719499 Ontario Inc.

fifteen thousand four hundred + fifty

\$ 15,450.00

100 DOLLARS

BMO Bank of Montreal

509 BAYFIELD ST., UNIT J016
BARRIE, ON L4M 4Z8



COSTELLOS OF CRAIGHURST INC.

RE

Pauline La Riviere

PER

[Signature]

1719499 ONTARIO INC		000017
DATE 2017-03-13 Y Y Y Y M M D D		
PAY to the order of	<u>COSTELLO OF CRAIGHURST</u> <u>FIFTEEN THOUSAND</u>	\$ 15,000. ⁰⁰ / ₁₀₀
100 DOLLARS		Security Features
 Canada Trust OFFERMAN APEX C.B.C. 3740 ELFFERMAN ST. AT APEX RD. TORONTO, ONTARIO M8A 2T1		1719499 ONTARIO INC
RE <u>LOAN</u>	PER <u>A Woodward</u>	
⑈000017⑈ ⑆19932⑈004⑆ 0854⑈5238492⑈		




13MAR2017
001 23052
702703840240880
23052-1895505

Printer ID# 1021

Endorsement - Signature or Stamp

TDCT OF 001 TOR
20170313 ISN: 3140131253
BACK/VERSO

Vincor Cheque Image

1719499 ONTARIO INC		000018
DATE 2017-03-22 Y Y Y Y M M D D		
PAY to the order of	<u>COSTELLOS OF CRAIGHVEST</u>	\$5,000. ⁰⁰ / ₁₀₀
	<u>FIVE THOUSAND</u>	00 DOLLARS
 Canada Trust DUFFERIN AND APEX C.B.C. 3140 DUFFERIN ST. AT APEX RD., TORONTO, ONTARIO M8A 2T1	1719499 ONTARIO INC	
RE <u>LOAN</u>		PER <u>A Woodward</u>
⑈000018⑈ ⑆19932⑈004⑆ 0654⑈5236492⑈		

22MAR2017
001 23052
702703840244940
23052-19S5505

Printer ID# 1021

Endorsement - Signature or Stamp

TDCT OFI 001 TOR
20170322 ISN: 1141162122
BACKVERSO

COSTELLOS OF CRAIGHURST INC.
3239 PENETANGUISHENE RD
BARRIE ON L4M 4Y3

000040

DATE 20 17-03-23
Y Y Y Y M M D D

PAY to the order of 1719499 Ontario Inc.

BMO Bank of Montreal
509 BAYFIELD ST., UNIT J016
BARRIE, ON L4M 4Z2

\$ 5,000.00
100 DOLLARS
Security Features Included

COSTELLOS OF CRAIGHURST INC.

RE

PER

0012 1995 5051



Branch: 2072 COLLIER STREET BRANCH
33 COLLIER ST SUITE 100
BARRIE, ON


Date: Apr 1, 2017, 12:13 PM
Ref#: 00227132/4 - ZDEB

From: Cheque Total
5,000.00

To: 1993-52***92
Deposit
Cash: 0.00
Number of Items: 1
1719499 ONT
5,000.00

Banking can be this comfortable

2557295 ONTARIO INC.
101-29 MAIN STREET E.
HUNTSVILLE, ON P1H 2C6
TEL: (705) 788-1444

 **Canada Trust**
38 MAIN STREET E.
HUNTSVILLE, ON P1H 2C8

129

DATE 05102017
M D D Y Y Y

PAY

*****Fifteen Thousand and 00/100

**15,000.00

TO
THE
ORDER
OF

1719499 Ontario Inc.

MEMO



2557295 ONTARIO INC.



PER

⑈000129⑈ ⑆26642⑈004⑆ 0352⑈5230173⑈



Canada Trust

Branch: 2078 BARRIE BAYFIELD
534 BAYFIELD ST
BARRIE, ON

Date: May 10, 2017, 11:51 AM
Ref #: 00604727/4 - ZALUS

From: Cheque Total

15,000.00

To: 1993-52***92

Deposit

Cash: 0.00

Number of Items: 1

1719499 ONT

15,000.00

Banking can be this comfortable

District of Ontario
Division No. 03-Barrie
Court No. 31-2362647
Estate No. 31-2362647

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

AFFIDAVIT OF LEN MEDJED

LIPMAN, ZENER & WAXMAN PC
Barristers and Solicitors
100 Sheppard Avenue East, Suite 850
Toronto, Ontario
M2N 6N5

IAN KLAIMAN
Law Society Registration No. 58955G

Tel: (416) 789-0652
Fax: (416) 789-9015

Lawyers for the Trustee

District of Ontario
Division No. 03-Barrie
Court No. 31-2362647
Estate No. 31-2362647

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

B E T W E E N:

IN THE MATTER OF THE PROPOSAL OF WILLIAM PLAYER
OF THE TOWN OF MINESING, IN THE COUNTY OF SIMCOE
IN THE PROVINCE OF ONTARIO

AFFIDAVIT OF LARRY DUNN

I, Larry Dunn, of the City of Collingwood, in the Province of Ontario, MAKE OATH AND SAY
AS FOLLOWS:

1. I am Chairman, CEO and Director of HarbourEdge Mortgage Investment Corporation (“**HarbourEdge**”), a creditor of the bankrupt William Player (“**Player**”) and as such, I have personal knowledge of the matters to which I hereinafter depose. Where I do not have personal knowledge, I have indicated the source of my information, and do verily believe such information to be true.

2. HarbourEdge advanced mortgage financing (the “**Mortgage**”) to Noble House Development Corporation in January 2015 secured against 3 Crescent Road, Huntsville, Ontario (the “**3 Crescent Property**”), while it was under development, prior to its conversion into condominiums.


3. About a month prior to advancing the Mortgage, I attended on a site visit with Player on the 3 Crescent Property. At that time, Player told me that he owned the property, that he needed financing, and that he was going to convert the development into condos.

4. About 6 months after advancing the Mortgage, I had another site visit at the 3 Crescent Property with Player and Ray Jarvis, who once again talked to me about converting the development into condominiums.


5. The HarbourEdge office is currently closed due to the COVID-19 Pandemic and I do not have access to the files relating to the financing on 3 Crescent Property. However, I am prepared to produce any applicable documentation, once I am able

6. I swear this affidavit in response to the application of Ray Jarvis for removal of the trustee in bankruptcy, BDO Canada Limited's cautions registered against certain properties, and for no other or improper purpose.

SWORN before me in the
City of Toronto in the
Province of Ontario
This 4th day of May, 2020


A Commissioner for Taking Affidavits
Virtually commissioned by I. Klaiman,
LSO#58955G, as per LSO corporate
statement re COVID-19

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)


LARRY DUNN
Virtually signed on May 4, 2020

IN THE MATTER OF THE PROPOSAL OF WILLIAM PLAYER OF THE TOWN OF MINESING, IN THE COUNTY OF
SIMCOE, IN THE PROVINCE OF ONTARIO

District of Ontario
Division No. 03-Barrie
Court No. 31-2362647
Estate No. 31-2362647

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

AFFIDAVIT OF LARRY DUNN

LIPMAN, ZENER & WAXMAN PC
Barristers and Solicitors
100 Sheppard Avenue East, Suite 850
Toronto, Ontario
M2N 6N5

IAN KLAIMAN
Law Society Registration No. 58955G

Tel: (416) 789-0652
Fax: (416) 789-9015

Lawyers for the Trustee

IN THE MATTER OF THE PROPOSAL OF WILLIAM PLAYER
OF THE TOWN OF MINESING, IN THE COUNTY OF SIMCOE, IN THE PROVINCE OF ONTARIO

Court No. 31-2362647

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at

TORONTO

**RESPONDING RECORD OF BDO
CANADA LIMITED
(Returnable June 5, 2020)**

LIPMAN, ZENER & WAXMAN PC
Barristers and Solicitors
100 Sheppard Avenue East, Suite 850
Toronto, Ontario M2N 6N5

Ian Klaiman (LSO #58955G)
Jason Spetter (LSO #46105S)

Tel: (416) 789-0652
Fax: (416) 789-9015
Email: iklaiman@lzwlaw.com
jspetter@lzwlaw.com

Lawyers for the Respondent, BDO Canada
Limited