

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

B E T W E E N:

MELVYN EISEN, TRUSTEE

Applicant

- and -

WOODINGTON ESTATES INC.

Respondent

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

**MOTION RECORD
(Returnable March 6, 2025)**

January 27, 2025

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TO: SERVICE LIST

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INDEX

<u>TAB</u>	<u>DOCUMENT</u>
1.	Notice of Motion dated January 27, 2025
2.	First Report of the Receiver dated January 27, 2025
	<u>Appendices</u>
A	Receivership Order dated December 2, 2024
B	Letter Agreement dated October 8, 2024
C	Affidavits in connection with the Receivership Application (without exhibits)
D	Golf Course Lands APS dated December 22, 2017
E	Golf Club Business APS dated December 22, 2017
F	APS Amending Agreement
G	APS Assignment Agreement dated January 11, 2019

	H	Lease dated December 15, 2023
	I	Endorsement of Justice Black dated December 2, 2024
	J	Woodington Management Inc. 2022 and 2023 Financial Statements
	K	Email dated December 6, 2024 from the Receiver
	L	Email dated December 9, 2024 from Respondent's Counsel
	M	Email dated December 10, 2024 from Respondent's Counsel
	N	Email dated January 8, 2025 from Respondent's Counsel
	O	Notice of Insurance Policy Termination
	P	Email dated January 23, 2025 from Receiver's Counsel
	Q	Email exchange between the Receiver and Joseph Chetti regarding Insurance
	R	Sale Process Procedures
3.	Draft Order	
4.	Service List	

TAB 1

**ONTARIO
SUPERIOR COURT OF JUSTICE
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B E T W E E N:

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NOTICE OF MOTION

ALBERT GELMAN INC. (“AGI”), in its capacity as the Court-appointed receiver (in such capacity, the “**Receiver**”), without security, of the assets, undertakings and properties of Woodington Estates Inc. (“**Woodington Estates**”), including the real property known municipally as 7110 4th Line, Tottenham, Ontario (the “**Real Property**”), will make a motion before a Judge of the Superior Court of Justice (Commercial List) (the “**Court**”), on March 6, 2025 at 10:00 a.m.

PROPOSED METHOD OF HEARING: The motion is to be heard:

- In writing under subrule 37.12.1 (1) because it is made without notice;
- In writing as an opposed motion under subrule 37.12.1(4);
- In person unless otherwise directed by the Court;
- By telephone conference;

By video conference;

THE MOTION IS FOR:

1. An Order (the “**Sale Process and Ancillary Relief Order**”), and/or a judicial determination, as the case may be, amongst other things:
 - (a) if necessary, abridging the time for service and filing of this notice of motion and the motion record or, in the alternative, dispensing with and/or validating service of same;
 - (b) appointing AGI as a limited equitable receiver, without security, of all the assets, undertakings and properties of Woodington Management Inc. (“**Woodington Management**”) and 1000736785 Ontario Limited (“**785**”), adding such parties as Respondents to these proceedings, and amending the title of proceedings accordingly;
 - (c) approving the sale process (the “**Sale Process**”) attached as Schedule “A” to the Sale Process and Ancillary Relief Order (which contemplates the coordinated sale of the Real Property and the Golf Course (as defined herein)), and authorizing the Receiver to conduct the Sale Process;
 - (d) that the sale of the Real Property shall take place free and clear of any encumbrances, including the Lease (as defined herein), other than expressly permitted encumbrances;
 - (e) that the Lease constitutes a fraudulent conveyance and is void and unenforceable as against the creditors of Woodington Estate;
 - (f) in the alternative to 1(e), that the entering into of the Lease disregarded the reasonable interests and expectations of the Applicant and Goldy (as defined herein) as secured mortgagees, constituting oppressive conduct, and, accordingly, that the Lease is void and unenforceable as against the Applicant and Goldy;

- (g) if the relief in 1(e) and/or 1(f) above is sought in a separate application, that such application be heard contemporaneously with this motion;
- (h) ordering certain disclosure to the Receiver;
- (i) authorizing the Receiver to examine certain individuals in connection with these proceedings, including, without limitation, Joseph Chetti;
- (j) approving the First Report of the Receiver dated January 27, 2025 (the “**First Report**”) and approving the actions of the Receiver described therein; and
- (k) such further and other relief as counsel may advise and this Honourable Court may deem just.

THE GROUNDS FOR THE MOTION ARE:

2. On December 2, 2024, the Court granted an Order (the “**Receivership Order**”) appointing the Receiver, without security, over all of the assets, undertakings and properties of Woodington Estates, including the Real Property (the “**Woodington Estates Property**”), pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, as amended (the “**BIA**”) and section 101 of the *Courts of Justice Act*, RSO 1990, c. C.43, as amended (the “**CJA**”);

Background and Status of Proceedings

3. Woodington Estates is the registered owner of the Real Property on which Woodington Lake Golf Club (the “**Golf Course**”) operates. The Golf Course consists of, among other things, a thirty-six hole golf facility as well as a large clubhouse and golf equipment shop;

4. AGI was appointed as Receiver over Woodington Estates pursuant to an application (the “**Receivership Application**”) brought by Melvyn Eisen, in trust for participants of a syndicated loan in the amount of \$11.5 million, which loan was entered into with Woodington Estates on January 9, 2019 (the “**Eisen Loan**”). The Eisen Loan matured on March 1, 2020. As security for the Eisen Loan, Woodington Estates provided a mortgage in the principal amount of \$11.5 million registered on title to the Real Property, along with an assignment of rents;
5. Goldy Metals Holdings Inc. (“**Goldy**”), another secured lender of Woodington Estates, also filed materials in support of the Receivership Application. Woodington Estates is indebted to Goldy pursuant to a Commitment Letter dated July 24, 2019, in the principal amount of \$5.5 million (the “**Goldy Loan**”). The Goldy Loan matured on August 12, 2020. As security for the Goldy Loan, Woodington Estates provided a mortgage in the principal amount of \$5.5 million registered on title to the Real Property, along with an assignment of rents and a general security agreement over all contracts, chattels, fixtures and leasehold improvements located at or upon or relating to the Real Property;
6. While the Receivership Application was originally scheduled to proceed in early October 2024, it was adjourned on certain terms and conditions as set out in a letter agreement dated October 8, 2024. However, the Respondent failed to adhere to these terms. The parties attended at Court again on November 27, 2024, and the Respondent was afforded a further opportunity to pay certain arrears on terms;
7. On December 2, 2024, counsel confirmed to the Court that the terms pursuant to which the further indulgence was granted had not been met, and the Receivership Order was granted;

8. Since its appointment under the Receivership Order, the Receiver has been working to obtain information on the finances and operations of the Respondent and related entities in order to perform its mandate and prepare for a sale process. While some of this information has been provided, key portions, including the Respondent's financial and tax information, and environmental reports on the Real Property, remain outstanding almost two months after the granting of the Receivership Order. In addition, the Receiver has spent considerable effort following up with the Respondent and seeking the required information from various accountants and other third parties;

9. Furthermore, recent developments have caused the Receiver concern in relation to the implementation of the proposed Sale Process as (i) Canada Revenue Agency has indicated to the Receiver that the Respondent has not filed tax returns since 2018; (ii) the 2022 and 2023 financial statements for Woodington Management contain material inconsistencies with respect to the preparation of same; (iii) the Receiver has been advised by The Corporation of the Town of New Tecumseth (the "**Town**") that approximately \$225,000 is currently owing to the Town in respect of property tax on the Real Property; and (iv) the Receiver recently received a notice of insurance policy cancellation indicating that certain of the Golf Course's insurance was set to be cancelled on January 23, 2025 for non-payment of an outstanding premium. To the Receiver's knowledge, this premium remains unpaid;

Appointment of AGI as Receiver over 785 and Woodington Management

10. While Woodington Estates is the registered owner of the Real Property on which the Golf Course operates, the Golf Course business appears to be currently registered to 785 and was

formerly operated and overseen by Woodington Management (both entities related to Woodington Estates);

11. Pursuant to the Receivership Order, the Receiver is authorized to market any or all of the Woodington Estates Property, including advertising and soliciting offers in respect of the Woodington Estates Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate, with Joseph Chetti, the principal of the Respondent, and his representatives having a consultative role in the development of the marketing and sale of the Woodington Estates Property;
12. Given (i) the inherent overlap and inextricable relationship between the Real Property and the Golf Course and (ii) the conduct of the Respondent and Joseph Chetti since the Receiver's appointment, the Receiver seeks to be appointed as equitable receiver, in a limited capacity, over 785 and Woodington Management, for the purpose of marketing and selling, together with the Woodington Estates Property, the assets, undertakings and property of 785 and Woodington Management, including the Golf Course (collectively, and together with the Woodington Estates Property, the "**Property**");

The Sale Process

13. All capitalized terms in this section shall have the same meaning prescribed to them in the Sale Process, unless otherwise defined;
14. In accordance with the Receivership Order, and after the appointment of the Receiver over Woodington Management and 785, the Receiver proposes that the Court approve the Sale Process, the key terms of which are summarized as follows:

- (a) the sale will be in respect of the Property, including the Real Property, the Golf Course business/operations, and all the buildings, structures, and building supplies/equipment located on the Real Property;
- (b) in order to best align with the seasonal operations of a golf course, the Sale Process Procedures contemplate a Commencement Date of early March and closing date in early June 2025, subject to the Receiver's discretion;
- (c) as soon as reasonably practicable after Court approval of the Sale Process and Ancillary Relief Order, if granted, the Receiver shall (i) prepare a list of Known Potential Bidders; (ii) prepare and deliver a Teaser Letter; (iii) publish a notice advertising the Sale Process in a national publication and/or such other publications as the Receiver may deem appropriate or advisable; and (iv) post the Sale Process and Ancillary Relief Order and Sale Process Procedures on its Case Website;
- (d) Qualified Bids must comply with the Bid Requirements, which include, *inter alia*, a requirement for the Bid to:
 - (i) be a binding offer to purchase;
 - (ii) include a duly authorized and executed Transaction agreement;
 - (iii) include a detailed purchase price allocation;
 - (iv) propose a date for closing the proposed Transaction(s) which is no later than early June 2025;
 - (v) identify the Bidder and any of its Principals;
 - (vi) include evidence upon which the Receiver may reasonably conclude that the Bidder has the necessary financial ability to close the contemplated Transaction(s);
 - (vii) be accompanied by a deposit equal to at least ten percent (10%) of the total consideration payable in respect of the Transaction(s);

- (viii) include an acknowledgement that the Bidder has relied solely on its own independent review and investigation;
 - (ix) not contain any break-up fee, expense reimbursement or similar type of payment; and
 - (x) not contain any condition or contingency relating to due diligence or financing or any other material conditions precedent;
- (e) the Receiver will review all of the Qualified Bids, and may designate a Qualified Bid in respect of the Property as a “**Winning Bid**”, having regard to such factors as the cash and non-cash consideration payable in respect of the Qualified Bid, the likelihood of closing, and such other matters as the Receiver considers relevant; and
- (f) the Receiver shall bring a Sale Approval Motion to seek Court approval of the Winning Bid(s);
15. The Receiver is of the view that the proposed Sale Process, and the deadlines contemplated therefor, represents the best possible manner in which to maximize value of the Property and is both fair and reasonable;
16. In particular, the inclusion of the property of 785 and Woodington Management presents the most economically sound approach to the sale of a golf course and negates the need to conduct a sale process that severs the Real Property from the Golf Course that operates thereon;
17. Accordingly, the Receiver recommends the approval of the Sale Process and Ancillary Relief Order, and the Sale Process contemplated therein;

Disposition of the Real Property Free and Clear of the Lease

18. On January 8, 2025, counsel to the Respondent provided the Receiver with a three-page lease in respect of the Real Property, entered into between Woodington Estates (as landlord) and 785 (as tenant), dated December 15, 2023 and signed on behalf of both parties by Joseph Chetti (the “**Lease**”);
19. As more particularly described in the First Report, the Lease contemplates a 10-year term commencing on April 2, 2020 (which is over three years prior to the incorporation of 785), a rent-free period for the first five years of the term, after which 785 is to pay a monthly rent of \$10,000, and the requirement for 785 to make a \$4 million investment towards renovating and enhancing the Real Property;
20. Despite multiple inquiries, the Receiver has not received any further information regarding the arrangement between Woodington Estates and 785 with respect to the use of the Real Property, whether the assets of Woodington Management were transferred to 785 in order to operate the Golf Course, and whether the terms of the Lease have been adhered to;
21. The Receiver further understands that neither Melvyn Eisen or Goldy provided consent for Woodington Estates to enter into the Lease;
22. In light of the foregoing circumstances and the potential impact of the Lease on the proposed Sale Process, the Receiver asks the Court to find that the Lease was entered into with intent to defeat, hinder, delay or prejudice creditors, constituting a fraudulent conveyance, and is accordingly void and unenforceable as against the creditors of Woodington Estates;

23. In the alternative, and given the absence of the consent of Melvyn Eisen and Goldy, the Receiver seeks a finding that the Lease is void and unenforceable pursuant to the oppression remedy, insofar as the execution of such disregarded the reasonable expectations of Melvyn Eisen and Goldy (i) under the terms of the Eisen Loan and the Goldy Loan, respectively, and (ii) as secured mortgagees registered on title to the Real Property pursuant to standard charge terms 200033;

Disclosure and Authorization for Examinations

24. As noted above, the Receiver has made multiple requests for information on the Respondent, as well as 785 and Woodington Management, to Joseph Chetti and his counsel since early December 2024. Despite these requests, a number of key documents needed to commence the Sale Process, including, amongst others, the Respondent's financial and tax information, remain outstanding;
25. In order to carry out the Sale Process and its mandate under the Receivership Order, the Receiver seeks the delivery of the outstanding information by no later than March 10, 2025;
26. For the same reasons, and in light of recent developments and the Respondent's conduct leading up to this motion, the Receiver also seeks the express authorization to examine under oath any person that the Receiver reasonably considers to have knowledge of the affairs of Woodington Estates, Woodington Management or 785, including, without limitation, Joseph Chetti;

Approval of the First Report

27. The Receiver seeks the Court's approval of the First Report, which sets out in detail the activities and conduct of the Receiver since the date of its appointment;

General

28. The grounds set out in the First Report;
29. Section 243 of the BIA, as amended;
30. Section 101 of the CJA, as amended;
31. Section 2 of the *Fraudulent Conveyances Act*, R.S.O. 1990, F.29;
32. Section 4 of the *Assignment and Preferences Act*, R.S.O. 1990, c. A33;
33. Section 248 of the Ontario *Business Corporations Act*, R.S.O. 1990, c. B.16;
34. Rules 1.04, 2.03, 3.02, 30, 37 and 41 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, as amended; and
35. Such further and other grounds as counsel may advise and this court may permit.

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

36. The First Report and the appendices thereto; and
37. Such further and other material as counsel may submit and this Court may permit.

Date: January 27, 2025

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Lawyers for the Receiver

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WOODINGTON ESTATES INC.
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Court File No.: CV-24-00725570-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at Toronto

NOTICE OF MOTION

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TAB 2

**FIRST REPORT OF
ALBERT GELMAN INC.
AS RECEIVER OF
WOODINGTON ESTATES INC.**

JANUARY 27, 2025

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

**FIRST REPORT OF ALBERT GELMAN INC.
IN ITS CAPACITY AS RECEIVER**

JANUARY 27, 2025

I. INTRODUCTION

1. This report (the “**First Report**”) is filed by Albert Gelman Inc. (“**AGI**”), in its capacity as receiver (in such capacity, the “**Receiver**”) of all the assets, undertakings and properties (collectively, the “**Property**”) of Woodington Estates Inc. (the “**Company**”), including the real property municipally known as 7110 4th Line, Tottenham, Ontario (the “**Golf Course Lands**”).
2. Pursuant to an order (the “**Receivership Order**”) of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) made on December 2, 2024 (the “**Filing Date**”), AGI was appointed Receiver of the Company. A copy of the Receivership Order is attached hereto as **Appendix “A”**.
3. The application to appoint AGI as Receiver (the “**Receivership Application**”) was made by the Company’s senior secured creditor, Melvyn Eisen (“**Eisen**”), trustee in respect of a syndicated loan made to the Company (the “**Applicant**”).
4. The Company is the registered owner of the Golf Course Lands, on which a thirty-six (36) hole golf course, approximately 32,000 square foot clubhouse facility (the “**Clubhouse**”) and supporting infrastructure known as “Woodington Lake Golf Club” is situated (the “**Golf Club**”).
5. The primary purpose of these receivership proceedings is to conduct a coordinated, Court-supervised sale process for the Golf Course Lands and the Golf Club business (the “**Sale Process**”), and to obtain possession of or otherwise review the Company’s and other relevant books and records to determine, among other things, ownership of the Golf Club and facilitate realizations of the Golf Course Lands, including the business of the Golf Club.
6. The Receiver has established a case website at <https://www.albertgelman.com/corporate-solutions/other-engagements/> (the “**Case Website**”), where copies of Court and other materials pertaining to these receivership proceedings are available in electronic form.
7. The Receiver has retained Aird & Berlis LLP (“**A&B**”) as its counsel in connection with these proceedings.

II. PURPOSE OF THIS REPORT

8. The purpose of this First Report is to provide the Court with information pertaining to the following:
 - a. relevant background information about the Company, its creditors and these proceedings;
 - b. the Receiver’s findings and observations since the commencement of these proceedings;
 - c. the Sale Process;

- d. the activities of the Receiver since the Filing Date; and
- e. the Receiver's recommendation that this Court grant an Order (the "**Sale Process and Ancillary Relief Order**") and/or a judicial determination, as the case may be, *inter alia*:
 - i. appointing AGI as a limited equitable receiver, without security, of all the assets, undertakings and properties of Woodington Management Inc. ("**WMI**") and 1000736785 Ontario Limited ("**785**", and collectively with WMI, the "**Affiliates**"), for the purpose of marketing and selling the Affiliates' assets with those of the Company in order to facilitate the orderly execution of the Sale Process, encompassing both the Golf Club and the Golf Course Lands;
 - ii. approving the Sale Process, including the Sale Process procedures, attached as Schedule "A" to the Sale Process and Ancillary Relief Order (the "**Sale Process Procedures**"), and authorizing the Receiver to conduct the Sale Process;
 - iii. that the sale of the Golf Course Lands shall take place free and clear of any encumbrances, including the Lease (as defined below), other than expressly permitted encumbrances;
 - iv. that the Lease constitutes a fraudulent conveyance and is void and unenforceable as against the creditors of the Company or, in the alternative, that the Lease disregarded the reasonable interests and expectations of the Applicant and Goldy (as defined below) as secured mortgagees, constituting oppressive conduct, and is void and unenforceable as against the Applicant and Goldy;
 - v. if the relief in 8(e)(iv) above is sought in a separate application, that such application be heard contemporaneously with the Receiver's motion;
 - vi. ordering certain disclosure to the Receiver;
 - vii. authorizing the Receiver to examine certain individuals in connection with these proceedings; and
 - viii. approving this First Report and the actions, activities and conduct of the Receiver described herein.

III. SCOPE AND TERMS OF REFERENCE

- 9. In preparing this First Report, the Receiver has relied upon certain unaudited financial information, the Company's books and records, discussions with the Company, its principal (Joseph Chetti, "**Chetti**"), and its legal counsel (Blaney McMurtry LLP, "**Blaney**"), legal counsel to the Company's senior secured creditors, Eisen (Chaitons LLP, "**Chaitons**") and Goldy (Goodmans LLP,

“**Goodmans**”), representatives from Canada Revenue Agency (“**CRA**”) and other stakeholders and individuals with knowledge of the Company’s and Chetti’s affairs.

10. While the Receiver has reviewed the various documents and other information obtained from the Company and other parties, such review does not constitute an audit or verification of such documents/information for accuracy, completeness or compliance with Accounting Standards for Private Enterprises (“**ASPE**”) or International Financial Reporting Standards (“**IFRS**”) or otherwise. Accordingly, the Receiver expresses no opinion or other form of assurance pursuant to ASPE, IFRS or otherwise with respect to such documents/information.
11. This First Report has been prepared for the use of this Court and the Company’s stakeholders as general information relating to the Company and to assist the Court in making a determination of whether to approve the relief sought. Accordingly, the reader is cautioned that this First Report may not be appropriate for any other purpose. The Receiver will not assume responsibility or liability for losses incurred by the reader as a result of the circulation, publication, reproduction or use of this First Report contrary to the provisions of this paragraph.
12. Unless otherwise noted, all monetary amounts referenced are in Canadian dollars.
13. Capitalized terms not otherwise defined in this First Report have the meanings given to them in the Sale Process Procedures.

IV. BACKGROUND

14. In connection with the Receivership Application, the following sworn affidavits were filed with the Court:
 - a. the affidavit of Melvyn Eisen sworn August 7, 2024, filed in support of the Receivership Application (the “**First Eisen Affidavit**”);
 - b. the affidavit of Kenneth Gold of Goldy Metals Holdings Inc. (the Company’s second-secured lender, “**Goldy**”) sworn August 30, 2024, filed in support of the Receivership Application (the “**First Goldy Affidavit**”);
 - c. the responding affidavit of Joseph Chetti sworn September 9, 2024, filed in opposition to the Receivership Application (the “**Chetti Affidavit**”);
 - d. the affidavit of Melvyn Eisen sworn November 21, 2024, filed in support of a motion brought by Eisen seeking the appointment of AGI as Receiver (the “**Receivership Motion**”) following the Company’s failure to meet the terms of a Letter Agreement dated October 8, 2024 (the “**Letter Agreement**”) among Eisen, Goldy and the Company, whereby the parties agreed to adjourn the Receivership Application subject to the terms and conditions of the Letter Agreement (the

“Second Eisen Affidavit”). A copy of the Letter Agreement is attached hereto as **Appendix “B”**; and

- e. the supplementary affidavit of Kenneth Gold sworn November 20, 2024, filed in support of Receivership Motion (the **“Second Goldy Affidavit”**, and collectively with the First Eisen Affidavit, the First Goldy Affidavit, the Chetti Affidavit and the Second Eisen Affidavit, the **“Affidavits”**).
15. The Affidavits provide, among other things, information concerning the Company’s background, creditor composition and events giving rise to the Receivership Application and Receivership Motion, and, accordingly, that detailed discussion has not been repeated in this First Report. Copies of the Affidavits, without exhibits, are attached hereto as **Appendix “C”**. Copies of the Affidavits, with exhibits, are available on the Case Website.

Background Regarding the Company and its Affiliates

16. The Company is a privately-held Ontario corporation and has been the registered owner of the Golf Course Lands since January 11, 2019.
17. Chetti is the sole director and officer of the Company.
18. The Receiver understands that Chetti, through companies controlled by him, acquired the Golf Course Lands and the Golf Club at/around the end of 2017, as follows:
- a. pursuant to an agreement of purchase and sale dated December 22, 2017 (the **“Golf Course Lands APS”**), Rockland Estates Inc. (**“Rockland”**), a company controlled by Chetti, acquired the Golf Course Lands from Southridge Vistas Inc. The Receiver understands that the purchase price attributable to this transaction was approximately \$4.7 million, of which, approximately \$2.5 million was to be funded in cash, with the balance funded via a vendor-take-back (**“VTB”**) mortgage as against the Golf Course Lands and the Golf Club chattels; and
 - b. pursuant to a separate agreement of purchase and sale dated December 22, 2017 (the **“Golf Club Business APS”**), Rockland acquired the Golf Club business assets from Woodington Lake Golf Club Inc. The Receiver understands that the purchase price attributable to this transaction was approximately \$15.6 million, of which, approximately \$4.5 million was to be funded in cash, with the balance funded via a VTB as against the Golf Course Lands and the Golf Club chattels. As noted in the Golf Club Business APS, the assets acquired were the (i) golf course development, buildings and parking and (ii) golf course equipment (including golf carts and irrigation), furniture, computer and clubhouse equipment.
19. The Receiver understands that there were a series of amendments to the Golf Course Lands APS and Golf Club Business APS which indicate that, among other things, the closing date was extended

to January 11, 2019, additional deposit payments were made, and the collective cash purchase price was increased to \$8.5 million.

20. Copies of the Golf Course Lands APS and the Golf Club Business APS are attached hereto as **Appendix “D”** and **Appendix “E”**, respectively. A copy of the amending agreement evidencing the increase to the collective purchase price and additional deposit amounts is attached hereto as **Appendix “F”**.
21. Pursuant to an assignment agreement dated January 11, 2019 (the **“Assignment Agreement”**), Rockland assigned the Golf Course Lands APS to the Company and the Golf Club Business APS to WMI. A copy of the Assignment Agreement is attached hereto as **Appendix “G”**.
22. According to the Chetti Affidavit, the Golf Club is presently owned and operated by 785 and has been since approximately December 12, 2023, the day it was incorporated.
23. Chetti is the sole director of WMI. Frances Chetti, the spouse of Chetti, is the sole director of 785.
24. The Receiver was provided with a copy of a lease agreement entered into on December 15, 2023 between the Company, as landlord, and 785, as tenant (the **“Lease”**), for the use of the Golf Course Lands to operate the Golf Club, including ancillary activities related to the Golf Club operations. The Receiver’s findings and observations regarding the Lease, a copy of which is attached hereto as **Appendix “H”**, are discussed below.

Secured Creditors

Eisen

25. As noted in the First Eisen Affidavit, Eisen made a syndicated loan to the Company in the amount of \$11.5 million on January 9, 2019 (the **“Eisen Loan”**). Participants in the syndicated Eisen Loan included, among other parties, Windsor Private Capital Limited Partnership and Windsor II Limited Partnership (**“WLP”**), which collectively advanced approximately \$10.5 million towards the Eisen Loan. As further noted in the First Eisen Affidavit, the Eisen Loan is one of several syndicated loans that Eisen has provided to entities owned and/or controlled by Chetti over several years.
26. The term of the Eisen Loan was for one year, with a maturity date of March 1, 2020. The Receiver understands the Eisen Loan was to be used by the Company for various purposes, including (i) to purchase the Golf Course Lands, (ii) to fund improvements to the Golf Club and (iii) to provide additional working capital to the Company.
27. As of November 29, 2024, the amount owing under the Eisen Loan, for principal, interest and costs, which continue to accrue, was approximately \$12.3 million.
28. To secure the advances made under the Eisen Loan, the Company granted the following security (collectively, the **“Eisen Security”**) in favour of Eisen: (i) a charge/mortgage in the principal amount

of \$11.5 million on title to the Golf Course Lands (the “**Eisen Mortgage**”) and (ii) an assignment of rents.

29. In addition to the Eisen Security, each of Chetti, Elena Salvatore (the Receiver understands Ms. Salvatore is the spouse of Chetti’s business partner in respect of the Highway 27 Property, as defined below) and WMI (collectively, the “**Guarantors**”) jointly and severally guaranteed the Company’s obligations under the Eisen Mortgage (the “**Guarantee**”).

Goldy

30. Pursuant to a Commitment Letter dated July 24, 2019, Goldy made a loan to the Company in the principal amount of \$5.5 million (the “**Goldy Loan**”). The term for the Goldy Loan was also for one year, with a maturity date of August 12, 2020.
31. The Receiver understands that, to secure the Company’s obligations under the Goldy Loan, the Company granted the following security (collectively, the “**Goldy Security**”) in favour of Goldy: (i) a charge/mortgage in the principal amount of \$5.5 million on title to the Golf Course Lands (the “**Goldy Mortgage**”) and collectively with the Eisen Mortgage, the “**Mortgages**”), (ii) an assignment of rents and (iii) a general security agreement over all contracts, chattels fixtures and leasehold improvements located at or upon or relating to the Golf Course Lands. In addition, Chetti personally guaranteed the payment of all amounts owing by the Company under the Goldy Mortgage.
32. The Receiver further understands that, as at November 29, 2024, the amount owing in respect of the Goldy Loan, for principal, interest and costs, which continue to accrue, was approximately \$6.3 million.

Other Creditors

33. In addition to the registrations made pursuant to the Eisen Loan and the Goldy Loan, the Receiver is aware of the following encumbrances on title to the Golf Course Lands:
- a. a charge/mortgage in favour of Eisen and WLP in the principal amount of \$5.0 million, as security for an advance under a loan made by Eisen and WLP to another entity controlled by Chetti that owns lands and premises municipally known as 11720 Highway 27, Vaughan, Ontario (the “**Highway 27 Property**”);
 - b. a tax certificate by The Corporation of the Town of New Tecumseth (the “**Town**”) in respect of unpaid property taxes on the Golf Course Lands. The Receiver was provided with a statement of account from the Town’s counsel, which indicates that, as at January 20, 2025, approximately \$225,000 is owing to the Town in respect of property taxes; and
 - c. a construction lien registered by Sylvio Construction Co. Ltd. in the amount of approximately \$1.5 million.

34. As the Company does not maintain financial records and has not filed a tax return since 2018 (as discussed below), it is unknown to the Receiver whether the Company has obligations in addition to those noted above.

Events Leading to the Receivership Application and Receivership Order

35. As discussed in the First Eisen Affidavit and the First Goldy Affidavit, neither of the Eisen Loan or Goldy Loan were repaid on their respective maturity dates. However, the Receiver understands that no enforcement steps were taken as the Company continued to make interest payments to Eisen and Goldy through to October 2023 and June 2023, respectively. Further, as it relates to the Eisen Loan, it was represented by Chetti and understood by Eisen and WLP that the Eisen Loan would be repaid upon closing of the sale of certain other lands owned by Chetti subject to an executed agreement of purchase and sale (further details are provided in paragraph 43(f) below).
36. Following a missed interest payment in June 2023, Goldy, through its counsel, issued formal demand for repayment of the Goldy Loan by August 12, 2023. As the Company failed to cure the defaults under the Goldy Loan, on August 9, 2023, Goldy initiated power of sale proceedings (the “**Goldy Power of Sale Proceedings**”) for the sale of the Golf Course Lands unless the full indebtedness under the Goldy Loan was repaid by September 18, 2023. After negotiations among Goldy, Chetti and their respective counsel, Goldy agreed to forbear from continuing the Goldy Power of Sale Proceedings, subject to certain terms and conditions, including payment of outstanding interest for the months of July to October, 2023. While these payments were made, the monthly interest for November 2023 and December 2023 were not and, accordingly, Goldy arranged for the Golf Course Lands to be listed for sale on December 29, 2023.
37. As discussed in the First Goldy Affidavit, in January 2024, an offer to purchase the Golf Course Lands from a company controlled by Chetti was accepted by Goldy (the “**Proposed Sale**”). Ultimately, following two failed attempts to close the Proposed Sale due to lack of funding, the Proposed Sale never closed.
38. As further discussed in the First Goldy Affidavit, Goldy extended multiple indulgences to Chetti and the Company after the failure of the Proposed Sale, despite Chetti’s repeated broken promises to repay the loan. In the spring of 2024, Goldy demanded payment several times, receiving assurances from the Company/Chetti that payment was imminent, but, again, no payments were made. On May 16, 2024, Chetti signed a forbearance agreement committing to a \$1,000,000 payment by May 17, 2024, in exchange for Goldy refraining from enforcement actions. However, this payment deadline was missed, and subsequent verbal promises for payment also went unfulfilled. By June 2024, the Company’s outstanding indebtedness to Goldy had ballooned to approximately \$5.9 million.
39. As discussed in the First Eisen Affidavit, due to similar and continuing defaults under the Eisen Loan, on May 16, 2024, Eisen, through its counsel, issued demands for repayment of the Eisen Loan and

delivered a notice of intention to enforce security under section 244 of the *Bankruptcy and Insolvency Act* (the “**BIA**”). As further discussed in the First Eisen Affidavit, on the same date, Chaitons, on behalf of Eisen, demanded payment from the Guarantors pursuant to the Guarantee.

40. Throughout the summer of 2024, Chetti and the Company delayed enforcement by Eisen and Goldy by claiming to be negotiating various refinancing deals and offering additional collateral to secure the loans (as noted in the First Goldy Affidavit, it was proposed that Chetti would offer his personal residence as additional security in exchange for another forbearance agreement, but neither Chetti nor his wife signed the necessary legal documents). Despite further verbal offers and assurances of forthcoming refinancing proposals, no transactions or repayments materialized. By August 14, 2024, while Goldy received updates on a purported refinancing deal, no actionable steps had been taken.
41. The Receivership Application was commenced by Eisen, as trustee, on August 9, 2024. As noted in the First Goldy Affidavit, Goldy supported the relief sought in the Receivership Application given the Company’s continued default in respect of the Goldy Loan. The Receivership Application was initially scheduled to be heard on October 10, 2024. On October 8, 2024, the Receivership Application was adjourned subject to the terms and conditions of the Letter Agreement, to allow the Company further time to pursue refinancing and sale options. Ultimately, the Company failed to satisfy the terms/conditions of the Letter Agreement, including making the agreed upon interest payments. In the circumstances and as set out in the endorsement of Justice Black released on December 2, 2024, a copy of which is attached hereto as **Appendix “I”**, the Court granted the Receivership Order.

V. INITIAL FINDINGS AND OBSERVATIONS OF THE RECEIVER

42. Since the Filing Date, the Receiver has been working to obtain information regarding the affairs and operations of the Company in order to perform its Court-ordered mandate and prepare for the Sale Process. While certain of this information has been obtained/provided (in many cases, from third-party sources), significant portions remain outstanding, which has led to additional questions and concerns for the Receiver.
43. An overview of the Receiver’s initial findings and observations since the Filing Date is provided as follows:
 - a. **Company Financial and Tax Records** – the Receiver understands from discussions with Chetti that the Company does not maintain an accounting system or internal financial records. According to Chetti, historically, financial statements of the Company were prepared by an external accountant, David Fine of RSP LLP (“**RSP**”), who passed away in 2022, and the Company has not retained a new accountant. The Receiver contacted RSP to request copies of any historical financial statements of the Company, however RSP has responded that they have no such records at their office (RSP advised that they will check their off-site storage to

confirm if any Company records are maintained there. The Receiver does not have an update in this regard as of the date of the First Report).

Additionally, on/about January 3, 2025, the Receiver attended a call with a representative from CRA for the purpose of requesting copies of the Company's tax returns for the fiscal years 2019 to 2023. The Receiver initially made this request to the Company, but no information was received. On the call, the Receiver was advised by the CRA representative that the Company has not filed a tax return (corporate, HST or otherwise) since fiscal year 2018, the year prior to it taking assignment of the Golf Course Lands. The Receiver is investigating this matter to determine what amounts, if any, may be owing to CRA;

- b. **Acquisition of the Golf Course Lands and the Golf Club** – as noted above, the Golf Course Lands and Golf Club were acquired by entities controlled by Chetti pursuant to the Golf Course Lands APS and the Golf Club Business APS, respectively, and subsequently assigned to the Company and WMI, respectively, on January 11, 2019, pursuant to the Assignment Agreement. The Receiver notes that the Golf Club Business APS provides for a purchase price of approximately \$15.6 million, of which, approximately \$9.4 million is allocated to the Clubhouse. The Receiver further notes that, despite making requests of the Company, it has not been provided nor is it aware of any lease or other agreement entered into at the time of acquisition or otherwise between WMI and the Company with respect to the use of the Golf Course Lands;
- c. **Conveyance of WMI assets to 785** – as discussed above and in the Chetti Affidavit, Chetti represents that, since December 12, 2023, the Golf Club has been owned and operated by 785. The Receiver has requested a copy(ies) of the agreement(s) supporting the transfer/conveyance of the Golf Club assets from WMI to 785 to, among other things, confirm the purpose and validity of the transaction, as well as to confirm what consideration, if any, was exchanged. As of the date of this First Report, the Receiver has not received a response. As WMI guaranteed the obligations of the Company in respect of the Eisen Mortgage, it raises the question of whether the transfer/conveyance gives rise to a fraudulent preference or challengeable transaction. It is also noteworthy that the transfer or conveyance appears to have occurred following initiation of the Goldy Power of Sale Proceedings and nearly two-weeks prior to the Golf Course Lands being listed for sale in connection therewith;
- d. **The Lease** – the Receiver notes the following in connection with the Lease:
 - i. the Lease indicates that it was entered into on December 15, 2023, and was signed on the same date. Chetti signed the Lease on behalf of both the landlord (the Company), as “owner”, and on behalf the tenant (785), as “A.S.O.” (authorized signing officer). As noted above, Frances Chetti (Chetti's spouse) is the sole director of 785;

- ii. the Lease provides, among other things, a 10-year term commencing on April 2, 2020 (notwithstanding that the lease was entered into nearly three years later and with 785, which entity did not exist at the commencement of the lease term – as noted above, 785 was incorporated on December 12, 2023), with a rent-free period for the first five years of the term, and monthly rent of \$10,000 thereafter. The rent payable under the Lease is, therefore, insufficient to provide the Company with funding to satisfy its ongoing obligations, including interest on the Mortgages and property taxes;
- iii. the Lease also provides that, within the first five (5) years of the Lease term, 785 is to invest \$4.0 million towards renovating and enhancing the Golf Course Lands, Clubhouse and other property infrastructure. The Chetti Affidavit notes that, following a slip-and-fall incident at the Golf Club, close to \$4.0 million was spent to renovate certain parts of the Golf Club (and specifically, the rear portion). Despite making enquiries, the Receiver has not received any documentation to substantiate these costs, including the source and beneficiary of the alleged funds spent;
- iv. despite enquiries made by the Receiver, the Receiver has no information regarding who created/drafted the Lease or whether there was legal counsel involved;
- v. the Receiver understands that neither Eisen nor Goldy provided their consent to the Company prior to it entering into the Lease (as noted above, each of the Eisen Security and Goldy Security include an assignment of rents); and
- vi. the Receiver has requested a copy of any agreement in place prior to December 15, 2023 governing the arrangement between the Company and WMI for the use of the Golf Course Lands. The Receiver has not received a response to this request.

In consideration of the foregoing, the Receiver has reasonable concerns as to the validity of the Lease, the intent with which it was entered into and its potential impact on the proposed Sale Process. As such, the Receiver seeks a finding that the Lease constitutes a fraudulent conveyance and is void and unenforceable as against the creditors of the Company. In the alternative, and given the absence of the consent of Eisen and Goldy, the Receiver seeks a finding that the Lease is void and unenforceable pursuant to the oppression remedy, insofar as the execution of such disregarded the reasonable interests and expectations of Eisen and Goldy (i) under the Eisen Loan and the Goldy Loan, respectively, and (ii) as secured mortgagees registered on title to the Golf Course Lands;

- e. **WMI Financial Statements** – the Receiver obtained copies of unaudited financial statements for WMI for the fiscal years ended December 31, 2022 (the “**2022 Statements**”) and December 31, 2023 (the “**2023 Statements**” and collectively with the 2022 Statements, the “**WMI Statements**”). The WMI Statements, copies of which are attached hereto as **Appendix “J”**,

were provided to the Receiver by Barry Kerbel (“**Kerbel**”), a realtor and individual who purports to have a historical business relationship with Chetti (as noted in the First Goldy Affidavit, Kerbel acted as an intermediary between Goldy and Chetti in connection with a potential refinancing transaction for the Golf Course Lands). The Receiver notes the following with respect to the WMI Statements:

- i. the Receiver identified certain irregularities regarding the WMI Statements’ balance sheets, particularly as it relates to the recording of a land asset (WMI is not the owner of the Golf Course Lands). The notes to the 2022 Statements indicate that the property, plant and equipment (“**PPE**”) assets, which are recorded on the balance sheet at approximately \$20.4 million (cost value), include approximately \$6.5 million related to land. Further, the 2023 Statements record PPE of approximately \$24.2 million (cost value), indicating that the cost basis of PPE assets increased year-over-year by approximately \$3.8 million. As there are no notes to the 2023 Statements, it is unknown what assets comprise the FY2023 recorded balance or what the increase in the cost value of PPE relates to. On a call between the Receiver and Chetti on January 7, 2025 (the “**January 7 Call**”), Chetti advised the Receiver that the WMI Statements were prepared on a basis that “combined” the assets and operations of the Company and WMI, notwithstanding that they are two separate legal entities, do not have parent-subsidiary relationship and do not share a common parent;
- ii. the 2022 Statements include a signed Compilation Engagement Report (the “**Notice to Reader**”) dated October 11, 2024, indicating that they were compiled by Lamin Omar Dibba (“**Dibba**”), a chartered professional accountant (“**CPA**”), from information provided by management of the Company. The Receiver performed a search of Dibba’s name on the Chartered Professional Accountants of Ontario website, which indicated he is a sole practitioner and a member in good standing;
- iii. on December 30, 2024, the Receiver attended two calls with Dibba to discuss the 2022 Statements (a copy of the 2022 Statements were also sent to Dibba). During those calls, Dibba advised the Receiver that he (i) did not compile/prepare the 2022 Statements, (ii) had no knowledge of WMI, 785, Chetti or the 2022 Statements and (iii) did not recall ever having a client or otherwise compiling financial statements for a company that owns or operates a golf course. Additionally, after having reviewed the 2022 Statements, Dibba advised that the Notice to Reader was not prepared on his letterhead and the statements were not prepared in the format he uses for his clients;
- iv. the Receiver attended a call with Kerbel on January 4, 2025 (the “**January 4 Call**”) to query, among other things, if he knew who prepared the 2022 Statements, given the representations of Dibba. Kerbel advised that they were prepared by another individual,

Marvin Winick ("**Winick**"), a former licensed chartered accountant, who was expelled from membership of the Canadian Institute of Chartered Accountants (as it was then known) in the early-1990s. Kerbel further advised that it was his understanding that Winick has an arrangement with Dibba whereby Winick prepares compilation financial statements and pays a fee to Dibba to include Dibba's name and signature on the accompanying notice to reader/compilation engagement report;

- v. following the January 4 Call, the Receiver attended a further call with Dibba on January 6, 2025. On the call, Dibba advised that he did not know of either Kerbel or Winick and denied any claims of an arrangement with Winick as represented by Kerbel;
- vi. on the January 7 Call, the Receiver and Chetti discussed, among other things, the 2022 Statements and the Receiver's prior discussions with Kerbel and Dibba. During the call, the Receiver queried Chetti regarding the preparer of the WMI Statements and the purpose and timing of their preparation (October 2024 – nearly one year and two years following the applicable periods and with the lingering Receivership Application). In response, Chetti advised that the statements were prepared by Winick. When questioned about the Notice to Reader, including as it relates to the conflicting representations of Dibba and Winick, Chetti advised that the Receiver should reach out to Winick. When questioned about the purpose/timing of the statements, Chetti advised that they were prepared to seek take-out financing in respect of the Mortgages;
- vii. on January 8, 2025, the Receiver attended a call with Winick. On the call, Winick advised that he was first introduced to Chetti in 2024, that he prepared both the 2022 Statements and the 2023 Statements, and that the purported arrangement with Dibba was true, including that Winick pays a fee to Dibba to include his name on the statements and the statements were prepared based on information provided by WMI. Winick further advised that he did not perform any assurance procedures on the financial information provided and could not speak to their accuracy;
- viii. on January 24, 2025, Dibba forwarded to the Receiver a copy of an email he sent to CPA Ontario, reporting, among other things, the use of his name and signature on the 2022 Statements without his knowledge or consent, that WMI is not one of his clients and that the 2022 Statements were not prepared by him.

In consideration of the foregoing, the Receiver cautions against placing reliability on the WMI Statements. This is of particular concern given the proposed Sale Process and the need for interested parties to perform proper diligence on the Golf Club and its historical financial position and operations/results;

- f. **Torca Transaction and Use of Proceeds** – as discussed in the Affidavits, Chetti controls two companies that own lands adjacent to the Golf Course Lands, and which are purportedly subject to an agreement of purchase and sale (the “**Torca Transaction**”) with Torca Tottenham Corp. (“**Torca**”), a land developer that Chetti represents owns 1,000 acres of land in the adjacent areas. As represented in the Chetti Affidavit, the proceeds from the Torca Transaction would provide sufficient residual value to fund the repayment of both the Eisen Mortgage and the Goldy Mortgage. During a meeting between the Receiver and Chetti on December 11, 2024, Chetti represented to the Receiver that the Torca Transaction was expected to generate net sale proceeds ranging from \$25 million to \$30 million.

As discussed above, the Receivership Application was adjourned subject to certain terms and conditions agreed among Eisen, Goldy and Chetti, as formalized in the Letter Agreement. Included in these terms and conditions was the agreement to repay the Mortgages, among other obligations, from the net sale proceeds of the Torca Transaction. It was further agreed that Chetti would execute an acknowledgement re: direction and direction re: funds (the “**Torca Acknowledgement and Direction**”), directing payment of the applicable net sale proceeds of the Torca Transaction, for the benefit of Goldy and Eisen.

On December 4, 2024, during a call among the Receiver, its counsel and Blaney (counsel to Chetti), Blaney informed the Receiver that the Torca Transaction, the closing of which had already been delayed several years (as noted in the Receivership Application), was expected to close on December 12, 2024. Blaney also provided the Receiver with a letter from Torca (which was addressed to Blaney) confirming same.

On December 6, 2024, the Receiver emailed Blaney to, among other things, ask that Chetti sign the Torca Acknowledgement and Direction and return same to the Receiver (the “**Receiver’s December 6 Email**”). A copy of the Receiver’s December 6 Email, which attached a copy of the Torca Acknowledgement and Direction, is attached hereto as **Appendix “K”**. On December 9, 2024, Blaney wrote to the Receiver (the “**December 9 Blaney Email**”) advising that it had spoken with Chetti and that Chetti would sign and send the Torca Acknowledgement and Direction later that evening. A copy of the December 9 Blaney Email is attached hereto as **Appendix “L”**. On December 10, 2024, Blaney again wrote to the Receiver (the “**December 10 Blaney Email**”) to advise that, due to a drafting error identified, the signed document would hopefully be sent by the afternoon of December 10, 2024. A copy of the December 10 Blaney Email is attached hereto as **Appendix “M”**. A revised, unsigned version of the Torca Acknowledgement and Direction was sent by Blaney to the Receiver and Chetti later on December 10, 2024. A fully executed version was never sent to the Receiver.

On December 11, 2024, the Receiver attended at the Golf Club to meet with Chetti. During the meeting, Chetti informed the Receiver that the Torca Transaction would not be closing on

December 12, 2024, as previously represented, and Chetti would not sign the Torca Acknowledgement and Direction. Chetti did, however, reiterate to the Receiver of his intention to use the net sale proceeds from the Torca Transaction to repay the Mortgages.

On December 17, 2024, the Receiver received an unsolicited call from Kerbel. Among other things, Kerbel alleged that the net sale proceeds from the Torca Transaction would not be used to repay the Mortgages as (i) Chetti had already signed an irrevocable letter of direction setting out that the Torca Transaction net sale proceeds were to be used to repay loans other than the Mortgages (the “**Alleged Direction**”), and (ii) in any event, there would be insufficient net sale proceeds from the Torca Transaction to satisfy the obligations under the Mortgages (which conflicts with Chetti’s representation to the Receiver that the net sale proceeds expected to range from \$25 million to \$30 million).

During the January 7 Call (between the Receiver and Chetti), Chetti denied Kerbel’s allegations that he signed the Alleged Direction and represented that he had not entered into any agreement directing funds from the Torca Transaction;

- g. **Potential Plazacorp Refinancing** – on the January 7 Call and as reiterated in an email from Blaney to A&B dated January 8, 2025 (the “**January 8 Blaney Email**”), the Receiver was informed of a potential refinancing commitment from Plazacorp, a large, reputable land investor and developer, that would provide take-out financing in respect of the Mortgages (the “**Potential Plazacorp Refinancing**”). A copy of the January 8 Blaney Email is attached hereto as **Appendix “N”**. This financing was, as represented to the Receiver by Chetti, expected to close within two-weeks from the January 7 Call. Chetti also advised the Receiver on the January 7 Call that he expected to provide a letter of intent (“**LOI**”) within 48 hours. On January 22, 2025, the Receiver, which had not received an update on the Potential Plazacorp Refinancing since the January 8 Email, attended a call with Chetti to discuss, among other things, the status of the Potential Plazacorp Refinancing. On the call, Chetti advised the Receiver that the Potential Plazacorp Refinancing was still being pursued and was expected to close. As of the date of this First Report and despite requests of the Receiver, the Receiver has not been provided with a LOI, term-sheet or other supporting document to substantiate the representations made in connection with the Potential Plazacorp Refinancing;
- h. **Insurance** – on January 22, 2025, Goodmans (counsel to Goldy) sent the Receiver a copy of a notice of insurance policy termination (the “**Insurance Termination Notice**”) issued to WMI, stating that, among other things, the policy, which the Receiver understands provides various coverage to insure the Golf Club and its operations, will be cancelled on January 23, 2025 for non-payment of an outstanding premium (the amount of the outstanding premium is not noted in the Insurance Termination Notice). Following receipt of the Insurance Termination Notice, a copy of which is attached hereto as **Appendix “O”**, the Receiver emailed same to Chetti. Later

that day, the Receiver attended a call with Chetti, whereby Chetti advised that he would pay the outstanding premiums the next day and provide proof of payment to the Receiver. Early in the morning on January 23, 2025, A&B emailed Blaney (the "**January 23 A&B Email**") to, among other things, provide a copy of the Insurance Termination Notice and note that Chetti advised the Receiver that payment of the outstanding premium would be made tomorrow (as the email was sent at 2:48 a.m., "tomorrow" was intended to mean January 23, 2025). A copy of the January 23 A&B Email is attached hereto as **Appendix "P"**. The Receiver followed up with Chetti via email and phone calls on January 23, 2025 to request confirmation that the outstanding premiums were paid, however, no response was provided that day. A further follow up was sent by the Receiver on January 27, 2025. This time, Chetti responded and advised, among other things, that he was working with his broker to find a less expensive policy and that it should be "done this week". A copy of the email exchange between the Receiver and Chetti is attached hereto as **Appendix "Q"**; and

- i. **Unsatisfied Information Request** – as noted in the January 23 A&B Email, the scheduling hearing before the Court on January 16, 2025 (the "**Scheduling Hearing**"), for the purpose of setting a timetable for the procedural steps in connection with the March 6, 2025 hearing of the within motion, contemplated the provision of all requested information, to the extent Chetti had such, by January 17, 2025. The Receiver notes that no documents have been received from Chetti in that regard.

Request for Information/Documentation

44. In light of all the foregoing and to enable the Receiver to facilitate the Sale Process and execute on its Court-ordered mandate, the Receiver seeks in the proposed Sale Process and Ancillary Relief Order the production of the following information/documentation:
 - a. copies of any historical financial statements, internal or external, in respect of the Company;
 - b. copies of any environmental reports in respect of the Golf Course Lands (including, but not limited to, environmental site assessment reports, geotechnical reports and/or soil studies);
 - c. a copy of any agreement between WMI and the Company setting out the arrangement for the use of the Golf Course Lands;
 - d. a full copy of the WMI and 785 accounting system, including general ledgers and subledgers for all financial accounts;
 - e. copies of WMI and 785 monthly bank statements for the 24-month period preceding December 2024;
 - f. copies of supporting documents (including purchase orders, invoices, cancelled cheques, and other documents as may be requested) evidencing the use of funds invested by 785 in the Golf

Course Lands in connection with the \$4.0 million funding commitment provided under the Lease;

- g. a copy of the transfer/conveyance of assets agreement(s) between WMI and 785 in respect of the transfer/conveyance of the Golf Club assets;
- h. a copy of any letter of intent, term sheet or other document (including correspondence) supporting the Potential Plazacorp Refinancing; and
- i. any further information/documentation from any party with knowledge of the affairs of the Company and Chetti that the Receiver may reasonably request in connection and in accordance with its duties and obligations provided in the Receivership Order.

Authorization to Examine Individuals Under Oath

- 45. In addition, the proposed Sale Process and Ancillary Relief Order grants the Receiver the authority to examine, under oath, any individual the Receiver reasonably considers to have knowledge of the affairs of the Company, WMI or 785, including, but not limited to, Chetti. In light of the mixed-messaging and conflicting representations made to the Receiver by Chetti and other individuals regarding the Company and these proceedings, the Receiver is of the view that this relief is reasonable and necessary in the circumstances.

VI. THE SALE PROCESS

- 46. The Receiver, in consultation with A&B and legal counsel to each of Eisen and Goldy, developed the proposed Sale Process and Sale Process Procedures, a copy of which is attached hereto as **Appendix "R"**. The proposed Sale Process takes into consideration the nature of the underlying assets, the interest of creditors and stakeholders, and the pending commencement of the 2025 golf season, and is designed to be a broad and flexible process to canvass bids for a sale with a view to maximize value for stakeholders.

Selection of Realtor

- 47. In connection with the Sale Process, the Receiver intends to forthwith commence a process to solicit proposals from realtors to act as listing agent in the Sale Process. The Receiver intends to request that each realtor provide a proposal setting out each firm's experience selling golf courses, land and/or commercial properties in the Greater Toronto Area and Southern Ontario market, a marketing plan, an estimate of value and the proposed commission structure.
- 48. It is the intention of the Receiver to provide further details regarding the selection of a realtor in a subsequent report to the Court.

The Sale Process

49. The timeline and key attributes of the Sale Process are as follows (readers are cautioned to carefully read the Sale Process Procedures as the following is summary in nature as to avoid duplication):

a. the Sale Process contemplates the following timelines:

Milestone	Targeted Deadline
Anticipated Commencement Date	March 6, 2025
Distribution of Sale Process Materials (i.e., Teaser Letter, NDA, etc.)	March 6, 2025, or as soon as reasonably practicable following this date
Bid Deadline	April 21, 2025
Sale Approval Motion	Week of May 5, 2025, depending on Court availability
Closing of Transaction(s)	30 days after the date of the Sale Approval Order or such other date as the parties may agree

b. as soon as reasonably practicable following the issuance of the Sale Process and Ancillary Relief Order, if granted, the Receiver, in consultation with any realtor or other advisor retained by the Receiver in connection with the Sale Process, will:

- i. with input from 785 and WMI, prepare a list of parties who may be interested in engaging in a Transaction in respect of the Property (the “**Known Potential Bidders**”);
- ii. prepare and deliver to the Known Potential Bidders a non-confidential initial offer summary document (“**Teaser Letter**”) describing the opportunity in respect of the Property;
- iii. publish a notice advertising the Sale Process in a national publication and/or such other publications as the Receiver may deem appropriate or advisable; and
- iv. post the Sale Process and Ancillary Relief Order, including the Sale Process Procedures and other relevant materials, on the Case Website;

c. any party interested in participating in the Sale Process (a “**Potential Bidder**”) is required to inform the Receiver in writing of such and execute a non-disclosure agreement (“**NDA**”) to gain access to an electronic data room (the “**Data Room**”) maintained by the Receiver, containing confidential information about the Property. Such information will include corporate, financial and other relevant documents provided to the Receiver, together with such other information as any Potential Bidder may request and to which the Receiver has access and may approve;

- d. the Receiver will facilitate due diligence efforts by, *inter alia*, maintaining the Data Room, arranging meetings between Company and the Affiliates' management and Potential Bidders and responding to or otherwise dealing with Potential Bidders' enquiries regarding the Property;
- e. a Potential Bidder that wishes to make a bid for a Transaction(s) (a "**Bid**"), must do so on an "as is, where is" basis, without surviving representations or warranties, and submit same with the Receiver by no later than **5:00 pm (Toronto time) on April 21, 2025** (the "**Bid Deadline**");
- f. to be a "**Qualified Bid**", the Bid must, among other things:
 - i. be binding and irrevocable until at least the date that the Winning Bid is selected;
 - ii. include a duly authorized and executed Transaction agreement in a form and substance satisfactory to the Receiver, clearly specifying, among other things, the consideration to be paid by the Potential Bidder on closing of the Transaction (the "**Purchase Price**");
 - iii. include an allocation of the Purchase Price in respect of the subject Property;
 - iv. be accompanied by a deposit in the form of a certified cheque, bank draft or wire transfer of immediately available funds, payable to the Receiver, in trust, which is equal to at least ten percent (10%) of the total consideration payable in respect of the Transaction(s);
 - v. include evidence satisfactory to the Receiver of funds available to pay the Purchase Price on closing;
 - vi. not contain any condition or contingency relating to due diligence or financing or any other material conditions precedent (save and except for approval by the Court);
 - vii. include a description of the Property to be acquired and that which is to be excluded;
 - viii. include a description of the liabilities that will be assumed;
 - ix. contain the proposed treatment of the Company's and/or the Affiliates' employees (for example, anticipated employment offers and treatment of post-employment benefits);
 - x. include written evidence, satisfactory to the Receiver, that the Potential Bidder has the financial means to complete the proposed Transaction, including specific indication of the sources of capital and the structure and financing of the Transaction;
 - xi. provide evidence satisfactory to the Receiver that the Potential Bidder has the capacity to close the proposed Transaction on or before the proposed closing date under the Sale Process (i.e. the date that is thirty (30) days from the date of the Sale Process and Ancillary Relief Order or another date that may be agreed to between the Receiver and the winning bidder); and

- xii. only contemplate an acquisition on a “as is, where is” basis and must include an acknowledgement that the Potential Bidder has relied solely on its own independent review and investigation and that it has not relied on any representation by the Company, 785, WMI or the Receiver, or their respective agents, employees, or advisors;
- g. the Receiver may, in its discretion, request revisions or supplementations to any Qualified Bid and/or waive strict compliance with any one or more of the Bid Requirements and deem a non-compliant Bid to be a Qualified Bid. For the avoidance of doubt, if multiple Bids are received, the Receiver has no obligation to exercise its discretion or authority under this provision in respect of all Bids received even if such authority or discretion is exercised by the Receiver in respect of any one Bid received;

Selection of Winning Bid

- h. the Receiver will review all of the Qualified Bids, and may designate a Qualified Bid in respect of the Property as a “**Winning Bid**”, having regard to the factors noted above and such other matters as the Receiver considers relevant; and
- i. as soon as practicable after determination of the Winning Bid(s), the Receiver will make a motion to the Court (the “**Sale Approval Motion**”) for an approval and vesting order in respect of the Winning Bid(s) and the underlying Transaction agreement.

Receiver’s Recommendation Regarding the Sale Process

50. The Receiver recommends that this Honourable Court approve the Sale Process and grant the Sale Process and Ancillary Relief Order for the following reasons:
- a. in the Receiver’s view, the Sale Process, including its terms, procedures and proposed timeline, is reasonable taking into account similar processes in the context of an insolvency proceeding, the underlying assets, and the interests of relevant stakeholders;
 - b. the Receiver will engage the services of a reputable real estate broker, led by individuals who have experience selling similar properties and other properties subject to insolvency proceedings;
 - c. the proposed Sale Process is structured to be a fair, open and transparent process intended to canvass the market broadly on an orderly basis;
 - d. the duration of the Sale Process, while expedited, is sufficient to allow interested parties to perform diligence and submit Bids, while balancing the interests of the Company’s secured creditors, as well as to best align with the commencement of the 2025 golf season;
 - e. past sale efforts while Chetti remained in control of the Golf Club have been unsuccessful;

- f. as more described in more detail below, a coordinated, Court-supervised sale process for the Golf Course Lands together with the Golf Club will, in the Receiver's view and based on discussions with an experienced golf course owner and operator, attract greater interest from potential buyers and increase the likelihood of a value-maximizing transaction as compared to selling the Golf Course Lands separately from the Golf Club business; and
- g. each of Eisen and Goldy support the Sale Process and the proposed Sale Process and Ancillary Relief Order.

The Inclusion of the Golf Club in the Sale Process and the Receiver's Limited Appointment

51. In light of the current circumstances as described herein, and given the inherent overlap and inextricable relationship between the Golf Course Lands and the Golf Club, the Receiver is of the view that it is critical to sell the Golf Club and the Golf Course Lands through a consolidated sale process for the following reasons:
- a. a sale of only the Golf Course Lands (without the Golf Club itself) will:
 - i. significantly diminish or even eliminate the pool of potential purchasers and the expected proceeds received from any sale transaction, given there is no income producing lease in place between the Company and 785; and
 - ii. create the risk of administrative and operational complications should the Golf Club continue to operate;
 - b. although there may be development potential in the Golf Course Lands, the Receiver understands that the Golf Course Lands are not zoned for development purposes. Despite potential future development value, any returns to a purchaser of the Golf Course Lands will not be realizable in the near future;
 - c. the Clubhouse, which represents an important and valuable asset for any potential future owner/operator of the Golf Club, is an immovable structure attached to the Golf Course Lands;
 - d. the highest value and best use of the assets of the Company, WMI and 785 is to operate such as a golf course;
 - e. the sale of the Golf Course Lands alone is likely to cause confusion surrounding the purchase price allocation and due diligence process;
 - f. the Receiver will need a certain level of control over both the Golf Club and the Golf Course Lands, and the ability to convey clearly to the prospective buyers what is being sold and who is selling it; and
 - g. a consolidated sale process run by the Receiver, with assistance from appropriate advisors, will, in these circumstances, maximize value for stakeholders.

52. In addition, given the conduct of Chetti prior to and during these receivership proceedings, including a pattern of broken promises, retaining an expelled-CPA to prepare financial statements with irregularities for the purpose of soliciting take-out financing, completing a potentially fraudulent transfer/conveyance of assets to a related company, and entering into a lease with questionable commercial terms and without the consent of Eisen and Goldy, the Receiver is of the view that it is reasonable and appropriate in the circumstances that the Court grant the requested relief and appoint AGI as an equitable receiver of WMI and 785, in a limited capacity, solely to facilitate an orderly execution of the Sale Process.

VII. ACTIVITIES OF THE RECEIVER

53. The Receiver's activities prior to and since the Filing Date have included, among other things, the following:
- a. corresponding extensively with A&B, Chaitons and Goodmans, regarding all aspects of the Receiver's mandate;
 - b. reviewing and commenting on the Receivership Application and Receivership Motion materials and corresponding with Chaitons regarding same;
 - c. attending at the Golf Club on December 11, 2024 with Chetti to discuss, among other things, matters relating to these receivership proceedings and taking possession of any Company books and records on-site (which were limited);
 - d. opening a receivership bank account;
 - e. establishing and maintaining the Case Website;
 - f. communicating with Chetti and Blaney regarding various matters concerning these receivership proceedings, including, among other matters, the operations of the Golf Club, the relationship between the Company and WMI/785, including any agreements between the parties governing same, the Torca Transaction and Torca Acknowledgement and Direction, the Potential Plazacorp Refinancing, the WMI Statements, the books and records of the Company, and the Insurance Termination Notice;
 - g. corresponding with Blaney and Chetti in connection with the Receiver's requests for certain books and records and other information/documentation concerning the Company and its affairs;
 - h. preparing the Notice and Statement of the Receiver pursuant to Section 245(1) and 246(1) of the BIA;


- i. corresponding with Chaitons and Goodmans regarding funding of these proceedings in accordance with the Receivership Order. Since the Filing Date, the Receiver has not yet borrowed any funds, but intends to do so in the near term;
- j. corresponding with an experienced appraiser in connection with commissioning an appraisal of the Golf Course Lands and Golf Club;
- k. corresponding with CRA regarding these proceedings and to request/discuss historical corporate and sales tax returns;
- l. corresponding with the Town, including its counsel, regarding property tax arrears on the Golf Course Lands;
- m. corresponding with Kerbel regarding the Alleged Direction, the WMI Statements and other matters concerning these proceedings, the Company and Chetti;
- n. corresponding with Dibba and Winick regarding the WMI Statements;
- o. corresponding with an experienced golf course owner and operator in connection with the proposed Sale Process;
- p. corresponding with various parties, including their agents and advisors, that have expressed interest in a transaction to acquire the Golf Course Lands and the Golf Club;
- q. reviewing the aide-memoire of the Receiver dated January 15, 2025 and supporting materials, in connection the Scheduling Hearing;
- r. attending at Court on January 16, 2025 for the Scheduling Hearing;
- s. reviewing the Sale Process Procedures, Sale Process and Ancillary Relief Order and other materials in connection with the within motion;
- t. drafting this First Report; and
- u. dealing with all other matters pertaining to the administration of this mandate not specifically set out above.

VIII. RECOMMENDATION AND CONCLUSION


54. Based on all of the foregoing, the Receiver respectfully recommends that this Honourable Court grant the Sale Process and Ancillary Relief Order.

All of which is respectfully submitted this 27th day of January 2025

**ALBERT GELMAN INC.,
solely in its capacity as Receiver of
Woodington Estates Inc.
and not its personal or any other capacity**

Per: 

Bryan Gelman, *CIRP, LIT*

Per: 

Adam Zeldin, *CPA, CA, CIRP, LIT*

APPENDIX “A”

affidavit of Kenneth Gold sworn August 30, 2024 and the Exhibits thereto, the affidavit of Kenneth Gold sworn November 20, 2024 and the Exhibits thereto, the affidavit of Joseph Chetti sworn September 9, 2024 and the Exhibits thereto, and the certificate of Melvyn Eisen dated December 1, 2024 and the Appendices thereto, and on reading the consent of Albert Gelman Inc. to act as the Receiver,

SERVICE

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

APPOINTMENT

2. **THIS COURT ORDERS** that pursuant to section 243(1) of the BIA and section 101 of the CJA, Albert Gelman Inc. is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Respondent acquired for, or used in relation to a business carried on by the Respondent, including, without limitation, the real property municipally known as 7110 4th Line, Tottenham, Ontario and described in Schedule "A" hereto (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 Respondent, 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 Respondent;
- (d) to engage brokers, consultants, appraisers, agents (including real estate 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 Respondent or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Respondent and to exercise all remedies of the Respondent in collecting such monies, including, without limitation, to enforce any security held by the Respondent;
- (g) to settle, extend or compromise any indebtedness owing to the Respondent;
- (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 Respondent, 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 Respondent, 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, with Joseph Chetti, the principal of the Respondent, and his representatives having a consultative role in the development of the marketing and sale of the Property only;
- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,

- (i) without the approval of this Court in respect of any transaction not exceeding \$250,000 provided that the aggregate consideration for all such transactions does not exceed \$1,000,000; and

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

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

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

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

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. **THIS COURT ORDERS** that (i) the Respondent, (ii) all of its 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 Respondent, 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 RESPONDENT OR THE PROPERTY

9. **THIS COURT ORDERS** that no Proceeding against or in respect of the Respondent 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 Respondent 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 Respondent, 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 Respondent to carry on any business which the Respondent is not lawfully entitled to carry on, (ii) exempt the Receiver or the Respondent 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 Respondent in respect of or related to the Property, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

12. **THIS COURT ORDERS** that all Persons having oral or written agreements with the Respondent in respect of or related to the Property 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 Respondent in respect of or related to the Property 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 Respondent's current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Respondent 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 Respondent shall remain the employees of the Respondent until such time as the Receiver, on the Respondent's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in

section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

PIPEDA

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

LIMITATION ON ENVIRONMENTAL LIABILITIES

16. **THIS COURT ORDERS** that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the "**Environmental Legislation**"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable

Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER'S LIABILITY

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

RECEIVER'S ACCOUNTS

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

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

20. **THIS COURT ORDERS** that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates

and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

21. **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$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.
22. **THIS COURT ORDERS** that neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.
23. **THIS COURT ORDERS** that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "B" hereto (the "**Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.
24. **THIS COURT ORDERS** that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

SERVICE AND NOTICE

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

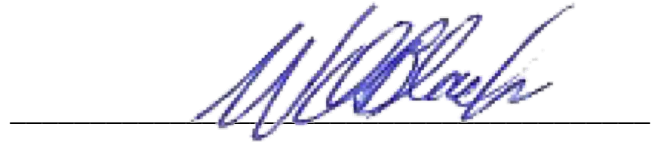
26. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies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

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

GENERAL

28. **THIS COURT ORDERS** that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
29. **THIS COURT ORDERS** that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Respondent.
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 Respondent's estate with such priority and at such time as this Court may determine.
33. **THIS COURT ORDERS** that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

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

A handwritten signature in blue ink is positioned above a solid horizontal line. The signature is cursive and appears to read 'M. Black'.

SCHEDULE "A"

THE PROPERTY

PIN: 58170-0498 LT

Legal Description: PT LTS 1, 2 & 3 CON 4 AS IN RO1284373 EXCEPT PT 1 51R31629
TECUMSETH; S/TRO318906; NEW TECUMSETH

SCHEDULE "B"
RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that Albert Gelman Inc., the receiver (the "**Receiver**") of the assets, undertakings and properties Woodington Estates Inc. acquired for, or used in relation to a business carried on by the Respondent, including all proceeds thereof (collectively, the "**Property**") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated the ___ day of _____, 2024 (the "**Order**") made in an action having Court file number CV-24-00725570-00CL, 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 _____, 2024.

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

Per: _____

Name:

Title:

MELVYN EISEN, TRUSTEE

-and-

WOODINGTON ESTATES INC.

Applicant

Respondent

Court File No. CV-24-00725570-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

RECEIVERSHIP ORDER

CHAITONS LLP

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

Harvey Chaiton (LSO No. 21592F)

Tel: (416) 218-1129

E-mail: harvey@chaitons.com

Danish Afroz (LSO No. 65786B)

Tel: (416) 218-1137

E-mail: dafroz@chaitons.com

Lawyers for the Applicant

APPENDIX “B”



Blaney McMurtry LLP | Lawyers
2 Queen Street East | Suite 1500
Toronto, Ontario M5C 3G5

☎ 416-593-1221
🌐 Blaney.com

David T. Ullmann
Partner
D: 416-596-4289 E: dullmann@blaney.com

October 8, 2024

WITHOUT PREJUDICE

DELIVERED BY EMAIL TO harvey@chaitons.com AND tfriedland@goodmans.ca

Mr. Harvey Chaiton
Chaitons LLP
5000 Yonge St
North York, ON M2N 7E9

Mr. Tom Friedland
Goodmans LLP
333 Bay St. #3400
Toronto ON M5H 2S7

Dear Messrs Chaiton and Friedland,

Re: Adjournment Agreement (the “Agreement”) between Melvyn Eisen (“Eisen”), Goldy Metals Holdings Inc. (“Goldy”) (together, the “Lenders”) and Woodington Estates Inc. (“Woodington”)

As you are aware, on August 14, 2024, Eisen commenced an Application in the Superior Court of Ontario (Commercial List) bearing court file number CV-24-00725570-00CL (the “**Application**”) to appoint a receiver over, *inter alia*, Woodington and the property municipally known as 7110, 4th Line, Tottenham, Ontario (the “**Property**”). On August 30, 2024, Goldy delivered responding materials supporting the Application. On September 9, 2024, Woodington delivered responding materials contesting the Application.

We confirm that Woodington and the Lenders have arrived at an agreement to adjourn the Application to allow Woodington further time to pursue refinancing and sale options as further described herein, and on the terms set out herein.

We are authorized to deliver this letter to you on behalf of Woodington. When executed by each of you on behalf of your respective clients, this letter will constitute a binding and enforceable agreement among our clients in accordance with its terms.

The Lenders are aware that Joseph Chetti, the principal of Woodington, is arranging for the sale of other properties under his control to meet Woodington’s obligations under the

security granted to the Lenders, for which an Agreement of Purchase and Sale has been executed with Torca Tottenham Corp. (the “**Torca Transaction**”). The details of the Torca Transaction and its relation to the matter and security at hand are described more fully in Woodington’s Responding Application materials, in the Affidavit of Joseph Chetti sworn September 9, 2024 (“**Chetti Affidavit**”). The proceeds of the Torca Transaction are anticipated to be sufficient to repay all debts on the Torca Lands and the debts owing to the Lenders under the loans associated with charges bearing instrument numbers SC1568887 and SC1615589.

All parties acknowledge and confirm their respective agreement with, and that they shall comply with each of the following:

1. **Monthly Interest Payments:** As of September 17, 2024, the monthly interest payment owing by Woodington to Eisen is in the amount of \$108,946.00 and the monthly interest payment owing by Woodington to Goldy is \$55,386.49 (together, the “**Monthly Interest Payments**”). Woodington shall commence making the Monthly Interest Payments to the Lenders on October 15, 2024 (for the amount otherwise due on October 1, 2024) and thereafter, the Monthly Interest Payments shall be made on the first day of each month during the Agreement Period. Woodington shall deliver post-dated cheques for each Monthly Interest Payment, up to and including the payment due on February 1, 2025, in this regard, to the Lenders. If the post-dated cheques cannot be cashed by the Lenders, Woodington shall so advise the Lenders and Woodington will have three business days after the payment due date to make the Monthly Interest Payment by way of certified funds, failing which the Consent to Receivership (as defined below) will become effective.
2. **Payments pursuant to completion of Torca Transaction:**
 - a. Currently, the Torca Transaction is expected to close on November 29, 2024 (the “**Closing Date**”), but the closing of the transaction may, in accordance with the existing terms of the Torca Transaction, be extended to as late as February 28, 2025 (the “**Outside Closing Date**”). Woodington agrees that the Outside Closing Date shall not be extended without the Lenders’ prior written consent, which may be withheld at their discretion.
 - b. Upon the closing of the Torca Transaction, the net sale proceeds following payment of all arm’s length mortgages on the properties subject to the Torca Transaction and all reasonable costs of the sale, shall be distributed to:

- i. repay in full the indebtedness owing as of that date on the Eisen Loan, other than as otherwise set out herein, in accordance with the Payout Statements (as defined below);
 - ii. repay in full the indebtedness owing as of that date on the Goldy Loan, in accordance with the Payout Statements; and
 - iii. repay the outstanding construction lien registered to Silvio Construction Co. Ltd. and unpaid property taxes on the Property.
- c. To this effect, Mr. Chetti shall execute irrevocable Directions re. Funds to his real estate solicitors, directing payment of the applicable net sale proceeds of the Torca Transaction:
 - i. intended for the repayment in full of the amounts owing under the Eisen Loan, in accordance with the Payout Statements, to Windsor Private Capital Limited Partnership ("**Windsor**"); and
 - ii. intended for the repayment in full of the amounts owing under the Goldy Loan, in accordance with the Payout Statements, to Goldy.
- d. Windsor shall have the discretion to apply the funds received to either the outstanding amount owing on the Eisen Loan, or to the outstanding amount owing on a loan made by Melvyn Eisen to Totten Investments Inc. and 5021647 Ontario Inc. (together, "**Totten**"), in the principal amount of \$16,320,000 and secured by instrument number SC1683545 on the property municipally known as 6863 Fifth Line, Tottenham, Ontario (the "**Coventry Loan**"), as of the closing date of the Torca Transaction. For greater clarity, any funds applied to repayment of the Coventry Loan shall not reduce any amounts outstanding on the Eisen Loan.
- e. All net sale proceeds following the payments listed in paragraph 2(b) shall also be directed to Windsor, who shall have the discretion to apply these funds to amounts owing on either the Coventry Loan or amounts owing on the Eisen Loan.
- f. The collateral charge registered against the Property and bearing instrument number SC1916092 shall remain unaffected by this Agreement.

3. **Consent to Receivership:**

- a. So long as the Torca Transaction is pending, and Woodington is making the Monthly Interest Payments to the Lenders, Woodington does not consent to the appointment of a receiver over Woodington, its assets, undertakings and/or properties.

- b. Notwithstanding the previous sentence, Woodington consents to the appointment of a receiver on a date which is the earlier of: (a) one week following the closing date of the Torca Transaction, if the Lenders have not been repaid in full by that date in accordance with the Payout Statements; or (b) the Outside Closing Date, if the Lenders have not been repaid in full by that date in accordance with the Payout Statements.
- c. Upon the execution and delivery of this agreement, Woodington will execute and deliver to Eisen the form of Consent to Receivership appended to this letter as Schedule "A", to be held in escrow by Eisen. Woodington agrees to not, in any way, directly or indirectly, oppose, interfere or delay with granting or implementation of the receivership order.
- d. If Woodington repays the Lenders in full, in accordance with the Payout Statements, on or before the Outside Closing Date, Woodington's Consent to Receivership will become immediately null and void.
- e. For greater clarity, in the event that the Torca Transaction does not close by the Outside Closing Date or the Lenders have not been repaid in full, in accordance with the Payout Statements, by the Outside Closing Date, the Consent to Receivership shall be effective as of February 28, 2025.
- f. For greater clarity, if:
 - i. pursuant to paragraphs 2(d) and 2(e), Windsor receives and elects to apply the funds from the Torca Transaction to repayment of the Coventry Loan, and as such amounts on the Eisen Loan are still outstanding as of the Outside Closing Date; and
 - ii. the Goldy Loan has been repaid in full, in accordance with the Payout Statements,

the Consent to Receivership shall be null and void, and no steps shall be taken by Eisen towards appointing a Receiver over Woodington, its assets, undertakings and/or property until at least June 28, 2025.

- 4. **Role in a Receivership:** Should a receiver be appointed, any such court-approved and issued order appointing a receiver shall specify that Mr. Chetti and his representatives will be given a consultative role in the development of the marketing and sale of the Property only. The Receiver shall, prior to commencing

any sale process, seek an order of the Court describing and authorizing the sale process and identifying Mr. Chetti's consultative role in it. For greater certainty, Mr. Chetti will not have a veto over, or otherwise control the actions of, the receiver in its conduct of the sale process or otherwise.

5. **Payout Statements:** The Lenders have each provided two payout statements for their respective loans, secured by the Security, one calculated to November 29, 2024 and one calculated to February 28, 2025 (the "**Payout Statements**"), copies of all of which are appended to this letter as Schedule "B", and according to which the Monthly Interest Payments have been calculated. Woodington confirms the accuracy of the Payout Statements and will promptly provide the Lenders with executed Directions re. Funds, to be used at the time the Torca Transaction closes, which shall be held in escrow and which will direct the closing funds to each of the Lenders in the relevant amounts of the Payout Statements. Any earlier payout of either or both loans hereafter will use these same amounts, adjusted to deduct the necessary per diem interest.

The Direction shall be acknowledged by the lawyers acting for the seller in connection with the Torca Transaction who shall agree to be bound by and comply with the Direction. The lawyers are also to immediately advise the Lenders if they no longer act for the seller for any reason. The termination of their retainer as lawyers for the seller, without the prior knowledge and consent of the Lenders, not to be unreasonably withheld, shall also be an event of default triggering the right to use the Consent to Receivership.

6. **Disclosure:** If the Torca Transaction does not close by November 29, 2024, Woodington will provide unredacted copies of the Torca Transaction documents to the Lenders by November 30, 2024. Mr. Chetti will also provide a written explanation, on or before December 2, 2024, as to why the transaction has not closed and the details of any alternative plans that are being considered to repay the Lenders.
7. **Pending Application:** The parties will not proceed with conducting cross-examinations, filing any reply materials, or any further steps under the Application, or take any further enforcement steps under the Application pending the return of the hearing at the Case Conference (as defined below). The hearing of the Application, currently scheduled for October 10, 2024, shall be adjourned on consent to a case conference to be held during the week of December 2, 2024 (the "**Case Conference**"), at which point the parties will report on the status of the Torca Transaction and other matters discussed under the Application and this Agreement. If Eisen determines to proceed with the receivership application,

absent the occurrence of an event which activates the Consent to Receivership, the Case Conference will not result in the appointment of a receiver. If the Lenders determine a receivership is appropriate and Woodington disagrees, the parties will set a schedule at this Case Conference for the exchange of updated materials, if necessary, and a date for the receivership hearing. This shall not prejudice the rights of the Lenders to rely on the Consent to Receivership if they have not been repaid in full, in accordance with the Payout Statements, by the Outside Closing Date.

8. **Costs:** The Lenders' costs for this proceeding will be added to the debt under their respective security agreements, to the extent such agreements provide for same.

Please confirm your acceptance, on behalf of your clients, of the above-noted Agreement by executing a duplicate copy of this letter on or before October 8, 2024.

Yours truly,
Blaney McMurtry LLP



David T. Ullmann
DTU/AS/ab

We have reviewed the foregoing and agree to its terms on behalf of our clients:



Blaney McMurtry LLP as solicitors for
Woodington Estates Inc.



Chaitons LLP as solicitors for Melvyn Eisen, Windsor Private
Capital Limited Partnership & Windsor II Limited Partnership



Goodmans LLP as solicitors for Goldy Metals
Holdings Inc.

SCHEDULE "A" – CONSENT TO APPOINTMENT OF RECEIVER

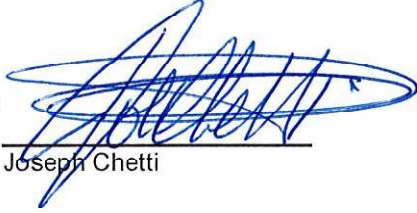
CONSENT TO APPOINTMENT OF RECEIVER

1. Woodington Estates Inc. ("**Woodington**") hereby consents to the appointment of a receiver by Melvyn Eisen, Trustee ("**Eisen**"), Goldy Metals Holdings Inc. ("**Goldy**") (together, the "**Lenders**") over Woodington's assets, undertakings and properties, with respect to the Application bearing Court File No. CV-24-00725570-00CL, pursuant to the terms of the Adjournment Agreement dated October 8, 2024 (the "**Adjournment Agreement**").
2. If Woodington fully repays the total amount of indebtedness to both Lenders in connection with the subject security, in accordance with the Payout Statements (as defined in the Adjournment Agreement), before or on February 28, 2025, this Consent to Receivership will immediately become null and void.
3. All defined terms herein are to be interpreted as consistent with the Adjournment Agreement dated October 8, 2024 and the Affidavit of Joseph Chetti, sworn September 9, 2024.

DATED at Toronto this 8th day of October, 2024.

WOODINGTON ESTATES INC.

Per:



Joseph Chetti

Authorized Signing Officer

SCHEDULE "B" – PAYOUT STATEMENTS

From: [Antoinette De Pinto](#)
To: [David T. Ullmann](#); [Anisha Samat](#)
Cc: [Harvey G. Chaiton](#)
Subject: Woodington
Date: Tuesday, October 8, 2024 3:37:28 PM
Attachments: [image001.png](#)
[thinkprint_1ce891d4-e7bd-492c-a24c-11a2636f5650.png](#)

Good afternoon,

Below please find payout statements.

As of Nov. 29, 2024	
Principal	\$10,750,000.00
Interest	\$1,351,201.13
Chaitons legal + HST (Aug 2024 payment)	\$52,889.35
Mel's legal fees \$15,000 + HST	\$16,950.00
Renewal Fee - Tom Sheppard (\$115,000.00 + HST)	\$129,950.00
Total	\$12,300,990.48
Per diem	\$3,707.15
As of Feb. 28, 2025	
Principal	\$10,750,000.00
Interest	\$1,683,003.34
Chaitons legal + HST (Aug 2024 payment)	\$52,889.35
Mel's legal fees \$15,000 + HST	\$16,950.00
Renewal Fee - Tom Sheppard (\$115,000.00 + HST)	\$129,950.00
Total	\$12,632,792.69
Per diem	\$3,807.14



Antoinette De Pinto | [Law Clerk/Assistant to Harvey Chaiton & Laura Culleton](#)
 T: 416.218.1762 E: Antoinet@chaitons.com
 5000 Yonge St, 10th Floor, Toronto, ON, M2N 7E9
chaitons.com

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Please consider the environment before printing this email

MORTGAGE STATEMENT OF ARREARS

GOLDY METALS HOLDINGS INC.
 2nd mortgage loan to
WOODINGTON ESTATES INC.
 7110 4th Line, Tottenham, Ontario

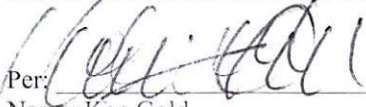
As of November 29, 2024

Principal		\$5,500,000.00
TOTAL DUE, as of June 5, 2024, statement		\$5,878,581.15
Interest accrued from June 5 to November 29, 2024		\$320,623.17
Legal fees due Schwartz & Schwartz (from June 5 to September 16, 2024, inclusive of HST)		\$25,480.23
Legal fees due Goodmans LLP (to August 31, 2024, inclusive of HST)		\$132,443.72
Estimated legal fees due Schwartz & Schwartz (from September 16, 2024 to November 29, 2024, including HST) and Goodmans LLP (from August 31, 2024 to November 29, 2024, including HST)		\$100,000.00
Interest Payment - October 1, 2024 (payable October 15, 2024)	\$55,386.49	
Interest Payment - November 1, 2024	\$55,386.49	
TOTAL DUE		\$6,346,355.29**

** The direction to pay will specify this amount, but the parties agree to further adjust this amount (up or down) on payout, depending on the actual legal fees due Schwartz & Schwartz and Goodmans LLP, including HST, to November 29, 2024.

DATED the 24th day of September, 2024.

GOLDY METALS HOLDINGS INC.

Per: 

Name: Ken Gold

Title: President

I have authority to bind the Corporation

E. & O. E.

MORTGAGE STATEMENT OF ARREARS

GOLDY METALS HOLDINGS INC.
 2nd mortgage loan to
WOODINGTON ESTATES INC.
 on 7110 4th Line, Tottenham, Ontario

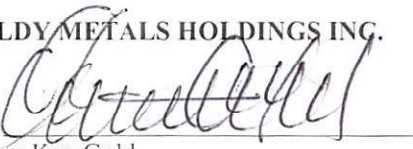
As of February 28, 2025

Principal		\$5,500,000.00
TOTAL DUE, as of June 5, 2024, statement		\$5,878,581.15
Interest accrued from June 5, 2024 to February 28, 2025		\$492,191.80
Legal fees due Schwartz & Schwartz (from June 5 to September 16, 2024, inclusive of HST)		\$25,480.23
Legal fees due Goodmans LLP (to August 31, 2024, inclusive of HST)		\$132,443.72
Estimated legal fees due Schwartz & Schwartz (from September 16, 2024 to February 28, 2025, including HST) and Goodmans LLP (from August 31, 2024 to February 28, 2025, including HST)		\$125,000.00
Interest Payment - October 1, 2024 (payable October 15, 2024)	\$55,386.49	
Interest Payment - November 1, 2024	\$55,386.49	
Interest Payment - December 1, 2024	\$55,386.49	
Interest Payment - January 1, 2025	\$55,386.49	
Interest Payment - February 1, 2025	\$55,386.49	
TOTAL DUE – February 28, 2025		\$6,376,764.45**

** The direction to pay will specify this amount, but the parties agree to further adjust this amount (up or down) on payout, depending on the actual legal fees due Schwartz & Schwartz and Goodmans LLP, including HST, to February 28, 2025.

DATED the 24th day of September, 2024.

GOLDY METALS HOLDINGS INC.

Per: 

Name: Ken Gold

Title: President

I have authority to bind the Corporation

E. & O. E.

APPENDIX “C”

Court File No.

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

B E T W E E N:

MELVYN EISEN, TRUSTEE

Applicant

- and -

WOODINGTON ESTATES INC.

Respondent

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

AFFIDAVIT OF MELVYN EISEN
(sworn August 7, 2024)

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

1. I am a private lender, carrying on the business of mortgage lending on behalf of investors by way of syndicated loans in which I act as trustee for the lenders.
2. I am the trustee for investors in connection with a mortgage granted by Woodington Estates Inc. (the “**Debtor**”) registered in the Land Registry Office for the Land Titles Division of Toronto (No. 51) as instrument SC1568887 on January 11, 2019 (the “**Mortgage**”) on title to real property

municipally known as 7110 4th Line, Tottenham, Ontario (the “**Golf Course Lands**”).¹ As such, I have knowledge of the facts and matters hereinafter deposed. When matters set out below are based upon information and advice from others, I have identified the source of the information and believe it to be true.

3. This affidavit is sworn in support of an application for the appointment of Albert Gelman Inc. as receiver of the Golf Course Lands and the business and assets of the Woodington Lake Golf Club (the “**Golf Club**”) operating on the Golf Course Lands. In this affidavit, I have referred to myself as the “**Lender**”.

THE DEBTOR AND THE GOLF COURSE LANDS

4. The Debtor is a company governed by the *Business Corporations Act* (Ontario). The Debtor was incorporated on December 10, 2018 and has its registered office at 7110 4th Line, Tottenham, Ontario. The Debtor’s sole director and officer is Joseph Chetti (“**Chetti**”). A copy of the Corporate Profile Report for the Debtor is attached hereto and marked as **Exhibit “A”**.

5. The Debtor is the registered owner of the Golf Course Lands. The Debtor acquired the Golf Course Lands on January 11, 2019. A copy of the parcel register for the Golf Course Lands is attached hereto and marked as **Exhibit “B”**.

6. A thirty-six (36) hole golf facility known as the ‘Woodington Lake Golf Club’ is situated on the Golf Course Lands.

7. Business name registration searches current as of July 8, 2024 (the “**Business Name Searches**”) indicate that the business name ‘Woodington Lake Golf Club’ was registered to

¹ The Golf Course Lands has the following second municipal address: 7029 4th Line, New Tecumseth.

1000736785 Ontario Limited on December 12, 2023 and is currently active. The business name Woodington Lake Golf Club was previously registered by Woodington Management Inc., a Guarantor (defined below) under the Mortgage. Woodington Management Inc.'s business name registration of the business name Woodington Lake Golf Club' expired on January 23, 2024 and is no longer active. Copies of the Business Name Searches are attached hereto and marked as **Exhibit "C"**.

8. A corporate profile report of 1000736785 Ontario Limited (the "**10007 Corporate Profile**") indicates that 1000736785 Ontario Limited is an Ontario corporation that was incorporated on December 12, 2023 and has a registered address at 156 Capner Court, Kleinburg, Ontario. Frances Chetti is the sole director of 1000736785 Ontario Limited. I understand that Frances Chetti is the spouse of Chetti. A copy of the 10007 Corporate Profile is attached hereto and marked as **Exhibit "D"**.

9. A corporate profile report of Woodington Management Inc. (the "**WMI Corporate Profile**") indicates that Woodington Management Inc. is an Ontario Corporation that was incorporated on December 10, 2018 and has a registered address at 7710 4th Line, Tottenham, Ontario. Chetti is the sole officer and director of Woodington Management Inc. A copy of the WMI Corporate Profile is attached hereto and marked as **Exhibit "E"**.

10. The Woodington Lake Golf Club opened in 1995. It has two championship golf courses as well as a 32,000 square foot clubhouse. The Golf Club features facilities for dining, tournaments, banquets, weddings, private boardroom meetings and other social functions. The Golf Club also has a shop that offers a variety of golf-related merchandise. The Golf Club employs many seasonal employees.

11. Based on my review of the internally prepared financial statements of Woodington Management Inc. for the period January 1, 2023 to November 30, 2023 it is my understanding that, as at November 2023, the Golf Club was owned and operated by Woodington Management Inc. As previously discussed, the business name Woodington Lake Golf Club was registered to Woodington Management Inc. until January 23, 2024 and has been registered to 1000736785 Ontario Limited since December 12, 2023. While I have no knowledge as to the ownership of 1000736785 Ontario Limited and Woodington Management Inc., it is my understanding that these entities are controlled by Chetti or his wife. I am not aware of any operating agreement or lease entered into in respect of the Golf Club on the Golf Course Lands.

12. Attached hereto and marked as **Exhibits “F”** and **“G”**, respectively, are copies of Ontario Enquiry Response Certificates for Woodington Management Inc. and 1000736785 Ontario Limited, each current as of July 18, 2024. The search results confirm that there are no registrations made pursuant to the *Personal Property Security Act* (Ontario) (“**PPSA**”) against 1000736785 Ontario Limited and several PPSA registrations made against Woodington Management Inc. Based on the PPSA registrations made against Woodington Management Inc., it appears that the Golf Club is owned and/or operated by Woodington Management Inc.

THE LOAN AND SECURITY

13. At the request of Chetti, I made a syndicated loan to the Debtor in the amount of \$11.5 million on January 9, 2019 (the “**Loan**”). The Loan was to be used by the Debtor for various purposes including: (i) to purchase the Golf Course Lands; (ii) to fund improvements to the Golf Club; and (iii) to provide additional working capital to the Debtor.

14. The term of the Loan was 13 months. The maturity date under the Loan was March 1, 2020 (the “**Maturity Date**”). The interest rate under the Loan was 9% per annum calculated monthly and repayable interest only for the first 12 months. The interest rate was 11% per annum for the 13th month of the Loan. The Lender retained an interest reserve for the interest payable over the term of the Loan.

15. In addition to myself, the participants in the syndicated Loan included, among other parties, Windsor Private Capital Limited Partnership (“**WPC**”) and Windsor II Limited Partnership (“**WLP**”) which collectively advanced approximately \$10.5 million in the aggregate.

16. WPC and WLP are limited partnerships governed by the Ontario *Limited Partnerships Act*. Each of WPC and WLP are Funds within Windsor Private Capital (“**Windsor**”), an asset management and investment firm that manages over \$1.5 billion on behalf of institutional and private investors.

17. The indebtedness of the Debtor under the Loan is secured by, among other things (collectively, the “**Security**”):

- (a) a charge/mortgage in favour of the Lender in the principal amount of \$11.5 million registered on title to the Golf Course Lands on January 11, 2019 as instrument SC1568887 (i.e. the Mortgage); and
- (b) an assignment of rents, notice of which was registered on title to the Golf Course Lands on January 11, 2019 as instrument SC1568888 (the “**Assignment of Rents**”).

18. Standard Charge Terms No. 200033 (the “**Standard Charge Terms**”) are incorporated by reference into the Mortgage. Copies of the Charge, the Assignment of Rents, and the Standard Charge Terms are attached hereto and marked as **Exhibits “H”, “I”, and “J”**, respectively.

19. Pursuant to the Guarantor’s clause contained in the Mortgage, and the terms incorporated by the Standard Charge Terms, Chetti, Elena Salvatore and Woodington Management Inc. (collectively, the “**Guarantors**” and each a “**Guarantor**”) jointly and severally guaranteed payment of all amounts owing by the Debtor under the Mortgage, plus interest accruing thereon at the applicable rate under the Mortgage from the date of demand for payment and all costs and expenses incurred by the Lender in enforcing upon the guarantee (the “**Guarantee**”).

20. I act as the trustee holding the Mortgage and all collateral security given in connection therewith in trust for the lenders under the Loan.

OTHER CREDITORS

21. In addition to the Mortgage, and the Assignment of Rents, the following are registered against title to the Golf Course Lands:

- (a) a charge/mortgage in favour of Goldy Metals Holdings Inc. (“**Goldy Metals**”) in the principal amount of \$5.5 million registered on August 12, 2019 as instrument SC1615589 (the “**Goldy Mortgage**”), and a notice of assignment of rents in favour of Goldy Metals registered on August 12, 2019 as instrument SC1615590 (the “**Goldy GAR**”), copies of which are attached hereto and marked as **Exhibits “K” and “L”**, respectively;

- (b) a collateral charge/mortgage in favour of myself and WLP in the principal amount of \$5 million registered on July 21, 2022 as instrument SC1916092 (the “**Collateral Mortgage**”), a copy of which is attached hereto and marked as **Exhibit “M”**;
- (c) a tax certificate by the Corporation of the Town of New Tecumseth registered on February 16, 2024 as instrument SC2039172, a copy of which is attached hereto and marked as **Exhibit “N”**; and
- (d) a construction lien by Silvio Construction Co. Ltd. in the amount of \$1,538,083 registered on July 8, 2024 as instrument SC2067923, a copy of which is attached hereto and marked as **Exhibit “O”**.

22. In May 2022, the Lender and WLP made a first mortgage loan in the principal amount of \$25 million to another entity controlled by Chetti (the “**Hwy 27 Loan**”). The Hwy 27 Loan was secured by, among other things, a charge/mortgage registered on title to lands and premises municipally known as 11720 Highway 27, Vaughan, Ontario. The Debtor granted the Collateral Mortgage in favour of the Lender and WLP as collateral security for the Hwy 27 Loan.

23. As of July 10, 2024, there was \$191,596.02 in unpaid property taxes with respect to the Golf Course Lands. The amount owing in property taxes in respect of the Golf Course Lands represents arrears for several years. A copy of the tax certificate from the Town of New Tecumseth, certified as at July 10, 2024, is attached hereto and marked as **Exhibit “P”**.

24. Attached hereto and marked as **Exhibit “Q”** is a copy of Ontario Enquiry Response Certificate for the Debtor current as of July 5, 2024 which shows that there are no PPSA registrations made against the Debtor.

MATURITY AND EVENTS FOLLOWING MATURITY

25. The Mortgage matured on March 1, 2020 and was not repaid on the Maturity Date.

26. At the time that the Mortgage matured, Chetti informed me that there was an executed agreement of purchase and sale for the sale of certain properties (not including the Golf Course Lands) owned by entities controlled by Chetti (the “**Chetti Lands APS**”) that was sufficient to fully satisfy the indebtedness owing by the Debtor to the Lender.

27. At the time that the Mortgage matured, the Lender and Windsor understood, based on representations made by Chetti, that the Loan would be repaid upon closing of the Chetti Lands APS. It was agreed among the parties that the Debtor would continue to make interest only monthly payments following the Maturity Date. The interest rate applicable under the Mortgage, for the period following the Maturity Date, was the Loan rate of 11% per annum. While this arrangement was not formalized by a written agreement among the parties, it was evidenced by the payments made by the Debtor after the Maturity Date.

28. On August 9, 2023, Goldy Metals, which holds a second mortgage over the Golf Course Lands (i.e. the Goldy Mortgage), issued a notice of sale under mortgage (the “**Notice of Sale**”). The Notice of Sale provided that default had been made in the payment of monies due under the Goldy Mortgage and that there was \$5,601,652.09 owing to Goldy Metals. The Notice of Sale further provided that, unless Goldy Metals was paid on or before September 18, 2023, Goldy Metals would sell the Golf Course Lands. A copy of the Notice of Sale is attached hereto and marked as **Exhibit “R”**.

29. On January 18, 2024, a \$750,000 principal payment was made by the Debtor to Windsor, reducing the principal amount outstanding under the Mortgage to \$10,750,000 (the “**Principal Reduction**”).

DEFAULT AND DEMAND

30. Aside from the Principal Reduction payment made on January 18, 2024, the Debtor has not made any other principal or interest payments under the Loan since October 3, 2023.

31. As of July 24, 2024, the amount owing by the Debtor, for principal and interest, under the Loan is \$11,649,337.11.

32. Accordingly, on May 16, 2024, I, by my lawyers Chaitons LLP (“**Chaitons**”), demanded payment of the Loan in the amount of \$11,408,768.58 due and owing under the Mortgage. Chaitons also delivered a notice of intention to enforce security under section 244 of the *Bankruptcy and Insolvency Act* (Canada) (the “**BIA**”) to the Debtor. A copy of the letter and notice is attached hereto and marked as **Exhibit “S”**.

33. Also on May 16, 2024, Chaitons, on my behalf, demanded payment from the Guarantors pursuant to the Guarantee. A copy of the letter to the Guarantors dated May 16, 2024 is attached hereto and marked as **Exhibit “T”**.

34. The Loan is one of several syndicated loans that the Lender has provided to entities owned and/or controlled by Chetti over several years. By May 2024, in addition to the Loan, several other loans provided by the Lender to entities controlled by Chetti were in default. Demands for payment have also been made in respect of such loans.

35. I understand that the Golf Course Lands was listed for sale on the multiple listing service (“**MLS**”) on or around May 23, 2024 for \$31 million. I am not aware of any offers having been received since the Golf Course Lands was listed for sale.

36. On June 20, 2024, Chaitons sent a letter to Chetti advising that, unless payment was made or satisfactory arrangements for payment made by June 28, 2024, the Lender intended to take steps to enforce the security, including seeking the appointment of a receiver over the Golf Course Lands. A copy of the letter to Chetti dated June 20, 2024 is attached hereto and marked as as **Exhibit “U”**.

37. On June 24, 2024, Chetti provided me with a copy of a letter of intent by Westgate Mortgages Inc. (“**Westgate**”) to Woodington Lake Golf Club and Chetti (the “**Westgate LOI**”) which was dated, and accepted, as of June 10, 2024. A copy of the Westgate LOI is attached hereto and marked as **Exhibit “V”**. The Westgate LOI contemplates a \$22 million loan to be provided by Westgate and secured by, among other things, a first mortgage over the Golf Course Lands. The proposed advance by Westgate was intended to be used for the purposes of: (a) satisfying any arrears owing under, and discharging, the Mortgage; and (b) discharging the Goldy Mortgage in favour of Goldy Metals.

38. The Westgate LOI contained numerous conditions, including, among other things, receipt of a satisfactory appraisal in respect of the Golf Course Lands, showing a minimum value of \$40 million, to be used by Westgate for the purpose of the first mortgage financing contemplated by the Westgate LOI. The appraisal in respect of the Golf Course Lands was to be completed and received within thirty (30) days (i.e. by July 11, 2024). It is not clear whether the conditions under

the Westgate LOI have been satisfied or waived and whether a commitment letter has been issued by Westgate.

39. Approximately two weeks ago I was advised by Chetti that a first mortgage commitment to refinance the Golf Course Lands was expected to be received by Chetti imminently and would be immediately forwarded to me upon receipt.

40. I have attempted to contact Chetti on several occasions during the month of July in order to obtain an update on his refinancing efforts but he failed to return any of my messages. Finally, on August 1, 2024, Chetti called me to advise that he had received a commitment letter to refinance the Golf Course Lands and would be paying off the Mortgage within two weeks. Chetti refused to provide me with a copy of the commitment letter allegedly on the advice of his lawyer.

41. I have not heard further from Chetti or anyone on his behalf with respect to the repayment of the Loan and discharge of the Mortgage.

JUST AND CONVENIENT TO APPOINT A RECEIVER

42. The Loan matured on March 1, 2020 and was not repaid upon maturity.

43. The Lender has failed to make the monthly interest payments under the Loan following the payment made on October 3, 2023.

44. The Lender has demanded payment and delivered notice under the BIA. There has been no payment made in response and there is no indication that the Debtor is able to repay the indebtedness owing to the Lender.

45. Closing of the Chetti Lands APS, the proceeds of which were to be used to repay the Loan, has been delayed for several years, and it is not clear whether the Chetti Lands APS remains extant and is capable of closing.

46. Further, no evidence has been provided to the Lender showing that the Debtor has arranged financing to repay the Loan.

47. As of July 10, 2024, there is \$191,596.02 in unpaid property taxes which represents arrears for several years, and a tax certificate has been registered against title to the Golf Course Lands.

48. Goldy Metals Holdings Inc., which holds a second mortgage over the Golf Course Lands, has commenced power of sale proceedings in respect of the Golf Course Lands claiming \$5,601,652.09.

49. In addition, as of July 8, 2024, a construction lien in the amount of \$1,538,083 has been registered on title to the Golf Course Lands.

50. It is just and convenient in the circumstances to appoint a receiver.

51. The appointment of a receiver will provide transparency and oversight to allow for an orderly realization of the Golf Course Lands and the Golf Club operations for the benefit of all creditors and other stakeholders. The appointment of a receiver is also necessary to obtain possession of the books and records to determine ownership of the Golf Club business and assets, and to facilitate the realization of the Golf Course Lands including the business of the Golf Club.

52. Accordingly, I believe it is in the best interests of the Debtor's creditors generally that a receiver be appointed to take control over and realize on the Golf Course Lands and business and

assets of the Golf Club for the benefit of the Lender and all of the Debtor’s other creditors and stakeholders.

53. Albert Gelman Inc. has agreed to accept the appointment, as set out in its consent attached hereto and marked as **Exhibit “W”**.

54. I make this affidavit in support of the appointment of the receiver and for no other or improper purpose.

SWORN BEFORE ME over videoconference on this 7th day of August, 2024. The affiant was located in the City of Toronto and the commissioner was located in the City of Toronto, both in the Province of Ontario. This affidavit was commissioned remotely in accordance O. Reg. 431/20, Administering Oath or Declaration Remotely



DANISH AFROZ
Commissioner for Taking Affidavits
(or as may be)

Signed by:
Mel Eisen
F8C31BA67F01418...

MELVYN EISEN

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

B E T W E E N:

MELVYN EISEN, TRUSTEE

Applicant

- and -

WOODINGTON ESTATES INC.

Respondent

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

AFFIDAVIT OF KENNETH GOLD

(Sworn August 30, 2024)

I, Kenneth Gold, of the City of Toronto, in the Province of Ontario, MAKE OATH
AND SAY AS FOLLOWS:

INTRODUCTION AND OVERVIEW

1. I am President of Goldy Metals Holdings Inc. (“**Goldy**”). As such, I have personal knowledge of the matters addressed in this affidavit. To the extent that information has been provided to me by others, I have specified the source of that information. In each case, I believe the information to be true.
2. I swear this affidavit in support of the application brought by Melvyn Eisen (the “**Applicant**”) to appoint Albert Gelman Inc. as receiver over the assets, undertaking and

property of Woodington Estates Inc. (the “**Debtor**”) including the real property owned by the Debtor known municipally as 7110 4th Line, Tottenham, Ontario (the “**Golf Course Lands**”) and the business and assets of Woodington Lake Golf Club (the “**Golf Club**”) operating on the Golf Course Lands.

THE GOLDY LOAN AND SECURITY

3. The Debtor is the registered owner of the Golf Course Lands, which houses the Golf Club, a thirty-six hole golf facility. The Debtor’s sole director and officer is Joseph Chetti (“**Chetti**”). The corporate structure and ownership of the Debtor, the Golf Course Lands and the Golf Club is explained in greater detail at paragraphs 4-12 of the Affidavit of Melvyn Eisen dated August 7, 2024 (the “**Eisen Affidavit**”).
4. Goldy Metals Holdings Inc. (as defined above, “**Goldy**”) is a corporation incorporated pursuant to the laws of the Province of Ontario. Goldy is a holding company for various private investments including loans and mortgages.
5. Pursuant to a Commitment Letter dated July 24, 2019, Goldy made a loan to the Debtor in the principal amount of \$5.5 million (the “**Goldy Loan**”). A copy of the commitment letter related to the Goldy Loan is attached hereto as Exhibit “**A**”.
6. The term of the Goldy Loan was for one year. The maturity date under the Loan was August 12, 2020 (the “**Maturity Date**”). The interest rate under the Goldy Loan was 11% per annum, calculated monthly, and the monthly payments were interest only until the Maturity Date.

7. At the time Goldy entered into the Goldy Loan, Goldy was aware that the Golf Course Lands were subject to a first mortgage registered by the Applicant (the “**First Mortgage**”).
8. In this context, the Debtor’s obligations with respect to the Goldy Loan are secured by, among other things (collectively, the “**Security**”):
 - (a) a charge/mortgage in favour of Goldy in the principal amount of \$5.5 million registered on title to the Golf Course Lands (the “**Second Mortgage**”). The Second Mortgage, which bears registration number SC1615589, was registered against the Golf Course Lands on August 12, 2019, and in second priority to the First Mortgage. A copy of the Charge and additional Charge terms are attached hereto as Exhibits “**B**” and “**C**”.
 - (b) An assignment of rents, which was registered on title to the Golf Course Lands on August 12, 2019 as instrument SC1615590 (the “**Assignment of Rents**”). A copy of the Assignment of Rents as well as the instrument statement are attached hereto as Exhibits “**D**” and “**E**”;
 - (c) A General Security Agreement over all contracts, chattels, fixtures and leasehold improvements located at or upon or relating to the Golf Course Lands (the “**GSA**”). A copy of the GSA is attached hereto as Exhibit “**F**”.
9. Standard Charge Terms No. 200033 (the “**Standard Charge Terms**”) are incorporated by reference into the Second Mortgage. A copy of the Standard Charge Terms as well as an acknowledgment of the terms are attached hereto as Exhibits “**G**” and “**H**”.

10. In addition, Chetti personally guaranteed the payment of all amounts owing by the Debtor under the Second Mortgage, plus interest accruing thereon at the applicable rate under the Second Mortgage from the date of demand for payment and all costs and expenses incurred by Goldy in enforcing upon the guarantee (the **“Guarantee”**). A copy of the Guarantee is attached hereto as Exhibit **“T”**.

DEBTOR’S DEFAULT AND GOLDY’S DEMAND

11. The Goldy Loan was not repaid in full on the Maturity Date. After the Goldy Loan matured, the Debtor continued to make monthly interest payments on the Goldy Loan and, as such, I determined that I did not need to demand repayment of the Goldy Loan at that time.
12. The Debtor continued to make these monthly interest payments on the Goldy Loan during the period from August 2020 until in or around June 2023. However, in or about June 2023, the Debtor defaulted by ceasing to make such payments.
13. Accordingly, on June 27, 2023, Goldy’s counsel sent a letter to Chetti advising that the term of the Goldy Loan would not be further extended and demanding full repayment of the loan on August 12, 2023. A copy of this letter is attached hereto as Exhibit **“J”**.
14. The Debtor failed to cure its default in the following weeks. As such, on August 9, 2023, Goldy delivered to the Debtor a Notice of Sale (the **“Notice of Sale”**). The Notice of Sale stated that Goldy would sell the Property pursuant to the provisions of the First Mortgage unless the total amount then owing (\$5,601,652.09, including accrued and accruing unpaid interest, fees and costs) was paid on or before September 18, 2023. A copy of the Notice of Sale is attached hereto as Exhibit **“K”**.

15. Following the issuance of the Notice of Sale, Chetti contacted me to try and negotiate a further forbearance until October 31, 2023. In exchange for this forbearance, Chetti offered to make the interest payments on the Goldy Loan that the Debtor had originally failed to pay for July and August, as well as the September and October interest payments, in addition to payment of a small fee.
16. I advised Chetti that in order to accept these payments, I would require agreement to certain terms. On August 24, 2023, my counsel outlined these terms in an email to Chetti's counsel. Among other things, these terms required Chetti to acknowledge that the payment for interest up to August 12, 2023 was without prejudice to the enforcement rights under the Notice of Sale. Chetti's counsel accepted these terms by way of email dated August 30, 2023. A copy of this email is attached hereto as Exhibit "L".
17. The Debtor made the agreed upon forbearance payments, but then did not make any interest payments for November and December. As such, Goldy arranged for the Golf Course Lands to be listed for sale on December 29, 2023.

THE PROPOSED SALE

18. In or around January 2024, 1000682864 Ontario Inc. ("**864**") made an offer to purchase the Golf Course Lands for \$21,250,000 pursuant to the Notice of Sale. 864 is an Ontario corporation controlled by Chetti, who is the corporation's sole director. A corporate profile report of 864 is attached hereto as Exhibit "**M**".
19. Pursuant to the Notice of Sale, Goldy accepted 864's offer to purchase the Golf Course Lands (the "**Proposed Sale**"). The Agreement of Purchase and Sale is attached hereto as Exhibit "**N**".

20. The Proposed Sale was initially scheduled to close on January 15, 2024. However, 864 was unable to secure the funds to close by the scheduled date. Accordingly, Goldy granted 864 an indulgence and agreed to extend the closing of the transaction until February 16, 2024. A copy of the extension letter and the related amendment to the Agreement of Purchase and Sale are attached hereto as Exhibits “O” and “P”.
21. Despite the fact that Goldy was willing and able to close on February 16, 2024, 864 failed again to assemble the funds to close the Proposed Sale.
22. As part of the Proposed Sale, 864’s lawyer held a \$1,250,000 deposit in trust for Goldy. After the transaction failed to close, Goldy was paid \$250,000 of this deposit, which it applied to pay outstanding legal fees and to reduce the accrued and unpaid interest on the Goldy Loan. However, to the best of my knowledge, Chetti wrongfully directed 864’s lawyer to pay \$750,000 of the remaining deposit funds to reduce the amount outstanding under the First Mortgage and to pay the remaining \$250,000 to himself or an affiliated entity. Accordingly, Goldy never received the remaining \$1,000,000 of the \$1,250,000 deposit to which it was entitled under the Proposed Sale.
23. After the second failed attempt to close and the improper diversion of the deposit funds owed to Goldy, no further attempts were made to extend the closing of the Proposed Sale and the transaction fell apart.

EVENTS SINCE DISSOLUTION OF SALE TRANSACTION

24. In the spring following the failure of the Proposed Sale, Goldy made multiple demands for payment to the Debtor. Although the Debtor repeatedly assured Goldy that payment would be made forthwith, no payments were made.
25. In early April 2024, Goldy arranged to have the Golf Course Lands re-listed for sale pursuant to the Notice of Sale.
26. The Debtor's pattern of broken promises continued throughout the late spring and summer. On May 16, 2024, Chetti executed a forbearance agreement on behalf of both 864 and the Debtor in which Chetti agreed to make a without prejudice payment of \$1,000,000 to Goldy by May 17, 2024 in exchange for Goldy's agreement to refrain from taking steps to sell the Golf Course Lands or otherwise enforce its security until June 14, 2024. A copy of the Forbearance Agreement is attached hereto as Exhibit "Q".
27. However, contrary to the terms of the Forbearance Agreement, the Debtor did not make any payment on May 17, 2024. After missing this deadline, the Debtor verbally promised to make the payment of \$1,000,000 to Goldy by various dates, including by May 22 and May 27, 2024. Again, the Debtor failed to pay.
28. On June 5, 2024, Goldy's litigation counsel, Goodmans LLP ("Goodmans") sent a letter to the Debtor demanding payment of the outstanding amounts owed by the Debtor. At that time, the Debtor's total indebtedness was \$5,878,581.15, including unpaid interest, fees and costs. A copy of this letter and the attached Mortgage Arrears Statement are attached hereto as Exhibit "R".

29. The Debtor did not make any payment in response to Goldy's counsel's demand letter.
30. Throughout the summer, the Debtor advised Goldy that it was in the process of negotiating a potential refinancing transaction with respect to the Golf Course Lands which would enable the Debtor to pay out both the First Mortgage and the Second Mortgage. On or about June 14, 2024 Barry Kerbel, a real estate broker acting as an intermediary between Goldy and Chetti, provided Goldy with a copy of the non-binding letter of intent with respect to this proposed transaction dated June 10, 2024. A copy of this letter of intent is attached as Exhibit "V" to the Eisen Affidavit.
31. In or around June 18, 2024, Mr. Kerbel informed Goldy that Golflinks Holdings Ltd. had offered to purchase the Golf Course Lands for \$15,000,000. Goldy did not accept this offer, as Mr. Kerbel advised that this price was significantly less than the value of the Golf Course Lands, and, in any event, this amount would not pay out all of the registered mortgages against the property.
32. In or around that time, in order to induce Goldy to refrain from taking steps to sell the Golf Course Lands or otherwise enforce its security while the purported refinancing transaction was arranged, the Debtor agreed to provide Chetti's personal residence as additional security for the Goldy Loan in exchange for the execution of another Forbearance Agreement.
33. As such, Goldy's counsel drafted and provided various legal documentation to Chetti's lawyer and Chetti's wife's lawyer at the end of June, 2024. These documents included a forbearance agreement, a limited recourse guarantee, mortgage charge documentation, an acknowledgement and direction, and a certificate of independent legal advice for Chetti's

wife. However, after Goldy incurred the cost of preparing these documents, Chetti and his wife refused to sign them. A copy of the Forbearance Agreement is attached hereto as Exhibit “S”.

34. Following his refusal to execute the Forbearance Agreement, Chetti made a further effort to induce Goldy to avoid taking enforcement steps by making a verbal offer to make payment of \$400,000 for an additional forbearance agreement. Throughout this time, Chetti continued to assure Goldy that additional refinancing proposals were forthcoming.
35. On August 14, 2024, Mr. Kerbel provided an updated version of the letter of intent dated July 26, 2024 with respect to the proposed refinancing transaction to Goldy. A copy of the updated letter of intent is attached hereto as Exhibit “T”.
36. That same day, Goldy was served with the Applicant’s Receivership Application. Since that time, the Debtor has not provided Goldy with any additional updates about the purported refinancing transaction or any other transaction that would result in Goldy receiving payment for its loan.
37. No further steps have been taken with respect to the Goldy Loan, which remains in default as of the date of this affidavit.

JUST AND CONVENIENT TO APPOINT A RECEIVER

38. Goldy supports the Applicant's application to appoint a receiver and believes that it is just and convenient to do so.
39. The Goldy Loan matured on August 12, 2020 and was not repaid upon maturity. Although the Debtor made monthly interest payments in the period from August 2020 to June 2023,

it has failed to make any payments of any kind since October 2023 (other than the payment of \$250,000 described in paragraph 22).

40. The Debtor has made repeated promises to Goldy regarding repayment of the Goldy Loan, but these promises remain unfulfilled.
41. Goldy has been provided with no evidence that the Debtor has arranged financing to repay the Second Mortgage.
42. In the circumstances, it is just and convenient to appoint a receiver. The appointment of a receiver will provide transparency and oversight to allow for an orderly realization of the Golf Course Lands and the Golf Club operations for the benefit of all creditors and other stakeholders.
43. I make this affidavit in support of the appointment of the receiver and for no other improper purpose.

SWORN by Kenneth Gold at the City of Toronto, in the Province of Ontario, before me on August 30, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits
(or as may be)

Brittnei Tee
LSO: 85001P



Kenneth Gold

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

B E T W E E N:

MELVYN EISEN, TRUSTEE

Applicant

- and -

WOODINGTON ESTATES INC.

Respondent

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

RESPONDING AFFIDAVIT OF JOSEPH CHETTI

I, **Joseph Chetti**, of the City of Kleinburg, in the Province of Ontario, **MAKE OATH AND SAY:**

1. I am the president and sole director of Woodington Estates Inc. (“**Woodington**” or the “**Respondent**”), and the sole director of Woodington Management Inc., and as such, I have knowledge of the matters herein deposed, except where I have indicated that I have obtained facts from other sources, in which case I believe those facts to be true.

2. I swear this affidavit in opposition to this application, brought by Melvyn Eisen, to appoint Bryan Gelman of Albert Gelman Inc. as receiver (the “**Proposed Receiver**”) over Woodington, including the Property (as defined below) and the Golf Club (as defined below).

BACKGROUND

3. This proceeding concerns the property municipally known as 7110 4th Line Tottenham, Ontario (the “**Property**”). Woodington, a privately-held Ontario corporation, has been the registered owner of the Property since January 11, 2019. A copy of Woodington’s corporate profile report is attached as **Exhibit “A”**, and a copy of the parcel register for the Property is attached as **Exhibit “B”**.

4. The Property houses the Woodington Lake Golf Club (the “**Golf Club**”), which includes a thirty-six hole golf course that was completed in 1995. An adjoining thirty-two thousand square foot clubhouse was completed in 1997.

5. The Golf Club is owned and operated by 1000736785 Ontario Ltd. (“**785**”), and has been since approximately December 12, 2023. 785 is an Ontario corporation with its head office located at 156 Capner Court, Kleinberg, Ontario. For greater certainty, the business and operations of the Golf Club are not owned by the Respondent, and 785 is not a borrower to either Mr. Eisen or Goldy (as defined below), being the first and second mortgagees, respectively. A copy of the corporate profile report for 785 is attached as **Exhibit “C”**.

6. All the finances for the Golf Club are controlled by 785 and not by the Respondent. In particular, the operating bank account for the Golf Club is held by 785, and the business expenses are paid for from this account. A copy of the Golf Club’s bank account summary from TD Bank (with the redacted account number), and a copy of a cheque from the same account identifying the Golf Club are attached as **Exhibit “D”**. Copies of various paystubs dated August 11, 2024, showing payments made from 785’s aforementioned TD Bank account to various employees of the Golf Club are attached as **Exhibit “E”**.

7. Prior to 785 owning and operating the Golf Club, another Ontario corporation for which I am the sole director, Woodington Management Inc. (“**WMI**”), owned and operated the Golf Course from the time the Respondent acquired the Property in January 2019 until approximately November 15, 2023. Attached as **Exhibit “F”** is a copy of the Corporate Profile Report for WMI.

8. The Golf Club is an independently operating business that currently employs close to one hundred employees.

THE MORTGAGES ON THE PROPERTY

The Eisen Mortgage

9. On or about January 9, 2019, Melvyn Eisen (“**Mr. Eisen**”), a private lender, advanced a syndicated loan to Woodington in the principal amount of \$11,500,000.00 (the “**Eisen Loan**”), to allow Woodington to purchase the Property.

10. As further set out in the affidavit of Mr. Eisen, sworn August 7, 2024 (the “**Eisen Affidavit**”), the contributors to the Loan include Windsor Private Capital Limited Partnership (“**WPC**”) and Windsor II Limited Partnership (“**WLP**” and together with WPC, “**Windsor**”). Approximately \$10.5 million of the \$11.5 million Eisen Loan amount was advanced by Windsor.

11. A title search of the property reveals the following registrations:

- (a) a first mortgage over the Property, registered on January 11, 2019 as instrument number SC1568887 (the “**Eisen Mortgage**”). A copy of the Mortgage is attached as **Exhibit “G”**; and

- (b) a General Assignment of Rents, registered on title to the Property on January 11, 2019 as instrument number SC1568888 (the “**Eisen GAR**”). A copy of the Eisen GAR is attached as **Exhibit “H”**.

12. I have known Mr. Eisen for over 10 years and have a long history of business dealings with him. Over the years, I (on behalf of entities that I control in whole or in part) have entered into approximately twenty-five (25) land development-related deals with Mr. Eisen (on behalf of himself, or entities that he controls in whole or in part). These deals have all been significant in scope, ranging between approximately \$5,000,000-\$50,000,000, and mostly done on a handshake.

13. Mr. Eisen and I would speak several times a week about our various business dealings, including the Property. About seven or eight months ago, Mr. Eisen moved into the same office as my lawyer.

The Goldy Mortgage

14. On or about August 12, 2019, Goldy Metals Holdings Inc. (“**Goldy**”) made a loan to Woodington in the principal amount of \$5,500,000.00. A title search of the Property reveals the following registrations:

- (a) a second mortgage over the Property and registered as instrument number SC1615589 (the “**Goldy Mortgage**”). A copy of the Goldy Mortgage is attached as **Exhibit “I”**;
- (b) a General Assignment of Rents, registered on title to the Property on August 12, 2019 as instrument number SC1615590 (the “**Goldy GAR**”). A copy of the Goldy GAR is attached as **Exhibit “J”**.

(c) a General Security Agreement dated August 8, 2019 (the “**GSA**”). However, the GSA has not been perfected or registered under the *Personal Property Security Act* (Ontario) (“**PPSA**”). A copy of the GSA is attached hereto and marked as **Exhibit “K”**, and a copy of a Business Debtor Inquiry (current to August 12, 2024) for Woodington on Service Ontario’s Personal Property Securities Register (“**PPSR**”) is attached as **Exhibit “L”**.

15. A title search also reveals that a charge against the Property was registered by Mr. Eisen and WLP on July 21, 2022, in the amount of \$5,000,000.00 as instrument number SC1916092 (the “**WLP Mortgage**”). This is described in the WLP Mortgage as a “collateral charge registered on PIN 03349-0125 (11720 HWY 27 Vaughan) in favour of Melvyn Eisen, securing the sum of \$25,000,000.00”. A copy of the WLP Mortgage is attached as **Exhibit “M”**.

16. As noted earlier in this affidavit, the Golf Club itself is operated as a separate business, by 785. 785 does not owe any debts to Mr. Eisen, Goldy, Windsor, or any related parties to these individuals or entities. Attached as **Exhibit “N”** is a copy of the Business Debtor Inquiry (current to August 12, 2024) for 785, on Service Ontario’s Personal Property Securities Register (“**PPSR**”). There are no registrations against this company.

WOODINGTON’S EFFORTS TO REPAY THE MORTGAGES

17. As further explained below, payments in respect of the Eisen Mortgage and the Goldy Mortgage (collectively, the “**Mortgages**”) were being made by Torca Tottenham Corp. (“**Torca**”) starting in January 2022, when Torca entered into an agreement with companies controlled by me to purchase lands adjacent to the Property. These payments stopped in October 2023 because both

Torca and Woodington ran into cash flow issues, but I am not aware of either Mr. Eisen or Goldy objecting to this until this receivership.

18. Contrary to the evidence provided in the Affidavit of Kenneth Gold sworn August 30, 2024 (the “**Gold Affidavit**”), Woodington has attempted efforts to repay its indebtedness owing under both the Eisen Loan and the Goldy Loan. However, there have been several unforeseen expenses recently, which have caused a temporary setback in Woodington’s cash flow:

- (a) a slip-and-fall claim was filed against Woodington and the Golf Club, which has not only cost legal fees, but also forced a renovation of certain parts of the Golf Club (and specifically the rear portion) to ensure the safety of employees and patrons. These renovations have cost close to \$4,000,000.00 and have taken the better part of the last year to complete;
- (b) various machinery including coolers and condensers have had to be replaced in the summer of 2023, which cost close to \$1,000,000.00;
- (c) almost 300 new chairs had to be bought in the summer of 2023, along with various other furniture items, to replace older, degraded furniture; and
- (d) a storage building, previously used for golf carts, had to be demolished in the summer of 2023, due to safety concerns.

19. Given my long-standing relationship with Mr. Eisen, he was aware that Torca was making the interest payments on behalf of Woodington and then about the proceeding cash flow issues highlighted above. I would speak to Mr. Eisen almost daily and provided him with regular updates on the renovations at the Golf Club and my efforts to refinance to repay the Eisen Loan. I also had

conversations with John Cundari, the President of WPC, and Mr. Gold on a monthly basis to provide updates on my efforts to repay their respective loans.

20. At all material times, both Mr. Eisen and Mr. Gold were aware of these cash flow issues and my efforts to repay their respective loans, and advised that, as a result, they did not require strict compliance with any enforceable timelines or payment requirements under the loans. Underlying this flexibility from each of them was a certain understanding that their investment was at zero risk given their respective loans to value, and their willingness to accrue interest for the same reason.

21. As a result, I am surprised by the application to appoint a receiver, and do not feel that the statements made in the affidavits represent their true views on this matter. I expect further questioning will reveal more nuanced positions from both lenders. In any event, I am at least sure that they do not believe their investment is at any risk.

22. A key reason I am surprised by this application is that given the history of our long-standing business relationship, Mr. Eisen has not previously made meaningful efforts to enforce the Eisen Loan, as he is aware of my ongoing efforts to repay them.

23. With respect to Mr. Eisen specifically, we have been in ongoing conversations, especially in the past few months, where he has threatened to enforce the Eisen Loan, however, he is aware that I am working to repay it. This is why despite making demand on the Eisen Loan on May 16, 2024, he did not take concrete steps towards enforcement for many months. Attached as **Exhibit “O”** is a copy of a letter from Harvey Chaiton, Mr. Eisen’s lawyers, to myself dated May 16, 2024.

24. With respect to Goldy, specifically:

- (a) on or about August 9, 2023, Goldy issued a Notice of Sale, attached as Exhibit K to the Gold Affidavit (the “NOS”), a few weeks after which we agreed upon forbearance terms (the correspondence between Woodington’s and Goldy’s lawyers are attached as Exhibit L to the Goldy Affidavit).
- (b) Although the forbearance terms were due to expire on October 31, 2023, I was in discussions with Mr. Gold about repayment of the Goldy Loan, and that I was in the process of gathering funds. When the payments on the Goldy Loan for November and December 2023 were not made, Mr. Gold and I discussed the possibility of 10000682864 Ontario Inc. (“864”), an Ontario corporation that I am the sole director for and control in whole, buying the Property pursuant to Goldy exercising their power of sale under the NOS. Accordingly, Goldy arranged for the Property to be listed for sale, and in or around early January 2024, 864 made an offer to purchase the Property. The Agreement of Purchase and Sale that was subsequently executed on January 6, 2024, is attached as Exhibit N to the Goldy Affidavit (the “864 APS”).
- (c) However, in the week following the 864 APS being executed, Mr. Gold and I discussed that 864 would be unable to complete the sale transaction. At this time, the proposed deposit for this transaction was being held by 864’s lawyer, in trust. As a result of it being clear to all parties that this transaction would not close, and with Mr. Gold’s knowledge, I instead directed 864’s lawyers to make payments to repay part of both the Eisen and Goldy Loans instead as described below;

- (i) on January 18, 2024, a payment in the amount of \$750,000.00 was made to WLP. Attached as **Exhibit “P”** is a redacted copy of my lawyer, Pomer and Boccia’s Trust Ledger, confirming this payment; and
- (ii) on January 15, 2024, payment in the amount of \$250,000.00 was made to Schwartz and Schwartz Professional Corp, Goldy’s lawyers. Attached as **Exhibit “Q”** is a copy of the wire transfer from TD Bank confirming this payment.
- (d) Goldy then re-listed the Property for sale pursuant to the NOS in the spring of 2024, but Mr. Gold was entirely aware of my efforts to refinance the Property at this time, which is why no concerted efforts were made at this time or since then to sell the Property.

25. With both Mr. Gold and Mr. Eisen, I have become used to their repeated pattern of threats without action, as they believed in my ability to repay the Loans. Accordingly, I did not expect their actions this time to be any different.

26. I do not believe, and I do not believe either of the lenders believe, that a receivership will be an efficient choice here. It will only destroy value by causing the assets to be sold in an expensive process where the assets will be sold at a discount. I believe the application is brought to be punitive against my interests and out of frustration, not out of any genuine concern that it is necessary or appropriate. Further, I do understand, from my conversations with Mr. Eisen and from my other investigations into this matter, that the investors behind Windsor, and specifically Rocco

Marcello (the Founder, Chairman and CEO of Windsor), who Mr. Eisen brought into this matter without my consent, have different goals than Mr. Eisen.

27. While I had a good relationship with John Cundari, the President of WPC, and had monthly meetings with him, the relationship between Woodington and Windsor shifted in May 2024 when Mr. Marcello became more involved. Specifically, on or about May 11, 2024, Mr. Marcello wrote an e-mail to Mr. Cundari and myself that we should “advise all sidekicks” that any further communications with Windsor are to come to himself personally through lawyers.

28. It is my understanding that Windsor covets the Property and the Golf Club and wishes to use this process to seize these assets for much less than they are worth. I believe that Windsor is not acting in a commercially reasonable manner and has a collateral agenda which will become clear once they are examined. Their actions are forcing the other lenders to act to protect their respective positions, when acting in a more reasonable fashion would see everyone paid what they are owed and avoid these costs and uncertainty to the business.

Refinancing the Property

29. In the very near future, I will have the necessary funds to repay the subject loans, to the extent they are properly due and owing and are properly documented, which my counsel is currently reviewing.

30. I have been taking concrete steps to refinance the Property since the spring of 2024.

31. Woodington retained Colliers International Realty Advisors Inc. (“**Colliers**”) to conduct an appraisal of the Property as part of the refinancing process. On June 24, 2024, Colliers delivered

its appraisal of the Property (the “**Colliers Appraisal**”). Attached as **Confidential Exhibit “R”** is a copy of the Colliers Appraisal.

32. The Colliers Appraisal sets out the value of the Property, which unequivocally demonstrates that the Property is worth significantly more than the indebtedness owed by Woodington under all the Mortgages, combined.

33. Due to the location and value of the Property, there are various lenders that are interested in refinancing the property. I have been working diligently to ensure that Woodington secures the best refinancing option possible. To that end, I am currently pursuing two refinancing options, one from a Canadian private lender and one from the Business Development Corporation (in addition to Westgate, as defined below). The delay in securing this financing has not been caused by an absence of financing options, but rather by my aggressive pursuit of the best option among the various choices.

34. By way of example, attached as **Exhibit “S”** is a copy of a Letter of Intent from Westgate Mortgages Inc. (“**Westgate**”), dated July 26th, 2024, for a loan to refinance the Property (the “**LOI**”). I am working with Westgate to fulfill the conditions stated in the LOI, for which most conditions have been fulfilled. At this time, the only conditions that are outstanding are: (a) audited 2022/2023 financial statements; (b) confirmation that no corporate taxes are owing; and (c) confirmation of a fire insurance policy. Woodington’s accountant is working on providing audited financial statements and confirmation that no corporate taxes are owing, which will be completed in the upcoming weeks.

35. I recognize, having reviewed the affidavits of Mr. Gold and Mr. Eisen that they have each developed a certain degree of skepticism about my financing efforts. It is true that I have on several

occasions advised them that new deals were imminent, and in each case they were. However, I have been trying to secure the best deal and those other deals involved compromises that I did not feel were in the best interest of the company. I also felt, as noted above, that given their pattern of behavior, the lenders would continue to give me time to pursue the best deal as they were at no risk.

36. The lenders have pushed this receivership forward, which is distracting me from my efforts to secure the best possible deal to sell or refinance. Nevertheless, I do expect to have further updates closer to the return date of this receivership.

37. In the past two months, I have also received various inquiries from prospective buyers for the Property that correspond closely to the value stated in the Colliers Appraisal, indicating that there are parties interested in buying the Property at their appraised value.

38. I have not shared these inquiries and discussions with the lenders as I am under no obligation to do so. The correspondence also involves some of my other properties or the golf course business, over which these lenders have no interest or security.

39. Also, despite my generally productive relationship with each of Mr. Eisen and Goldy, I am concerned that Windsor Capital would misuse this information and use it to further interfere with my business interests, given what I believe their agenda to be.

Sale of Adjoining Properties

40. The Property is part of a larger group of adjoining properties owned by various related parties owned in whole or in part by me, which include the properties municipally known as:

- (a) 6882, 5th Line, Tottenham, Ontario L0G 1W0 (“**Lot 1**”); and

(b) 6768, 5th Line, Tottenham, Ontario L0G 1W0 (“**Lot 2**”).

41. A map of the Property (indicated by the number “4”) and Lots 1 and 2 (indicated by their corresponding numbers) are attached as **Exhibit “T”** (the “**Map**”).

42. Both Lots 1 and 2 are owned by entities that are controlled by me.

Lot 1

43. Lot 1 is owned by Rock Garden Development Corporation (“**Rock Garden Development**”), an Ontario corporation. I am the sole director of Rock Garden Development. Attached as **Exhibit “U”** is a copy of the corporate profile report for Rock Garden Development.

44. There are three mortgages registered on title to Lot 1 (collectively, the “**Lot 1 Mortgages**”) and listed below in order of priority:

(a) a mortgage in favour of Wigi Restructured Bond Corporation, registered as instrument number SC1775937 and in the principal amount of \$8,400,000.00 (the “**Wigi Mortgage**”). Attached as **Exhibit “V”** is a copy of the Wigi Mortgage;

(b) a mortgage in favour of Melvyn Eisen, registered as instrument number SC1775938 and in the principal amount of \$5,000,000.00 (the “**ME Mortgage**”). Attached as **Exhibit “W”** is a copy of the ME Mortgage; and

(c) a mortgage in favour of Diana Furlan, Denis Furlan, Daniko Management Ltd., 2180368 Ontario Inc., Luisa Cundari, Franco Cundari, 2180373 Ontario Inc., 2608197 Ontario Ltd., Platinum Crete Inc., PAC Investments Inc., Ted Nixon, Kristie Heriban, Karen Baggio, Mark Robinson, Manuel Loureiro, Michael

Loureiro, Toronto Capital Corp., Danchi Corp., and Dotori Corp., registered as instrument number SC2010753 and in the principal amount of \$5,000,000.00 (the “DF Mortgage”). Attached as **Exhibit “X”** is a copy of the DF Mortgage.

Lot 2

45. Lot 2 is owned by Rock Garden Estates Inc. (“**Rock Garden Estates**”), an Ontario corporation. I am also the sole director of Rock Garden Estates. Attached hereto as **Exhibit “Y”** is a copy of the corporate profile report for Rock Garden Estates.

46. There are three mortgages registered on title to Lot 2 (collectively, the “**Lot 2 Mortgages**”) and listed below in order of priority:

- (a) a mortgage in favour of Luciano Tauro, Michele Mele, Misim Investments Limited, 1220356 Ontario Limited, C.H.B.P. Investments Inc., Randi Usher, Carole Solway, Rachel Solway, Diane Furlan, John Dicostanzo, Cidalia Dicostanzo, Olivia Dicostanzo, Mark Dicostanzo, Padafama Investments Corp., Transact Realty Inc., Elisabeth Nardi, Samantha Lardi, 2180368 Ontario Inc., Danchi Corp., and Dante Mondelli, registered as instrument number SC1762199 and in the principal amount of \$5,100,000.00 (the “**LT Mortgage**”). Attached as **Exhibit “Z”** is a copy of the LT Mortgage;
- (b) a mortgage in favour of MMoney Inc., 2294565 Ontario Inc., John Dicostanzo, Cidalia Dicostanzo, Vito Nardi, Ted Nixon, Dotori Corp., Canadian Shield Holdings & Consulting Inc. Giacomina Di Maria, The Biz Services Inc., 2180368 Ontario Inc., Danchi Corp., Anthony Torchia, 2608197 Ontario Ltd., Ana Santos,

and Rosemary Valentini, registered as instrument number SC1781314 and in the principal amount of \$7,000,000.00 (the “**MMoney Mortgage**”). Attached as **Exhibit “AA”** is a copy of the Mmoney Mortgage;

- (c) a mortgage in favour of 5027500 Ontario Inc., registered as instrument number SC1863356 and in the principal amount of \$6,000,000.00 (the “**502 Mortgage**”). Attached as **Exhibit “BB”** is a copy of the 502 Mortgage; and
- (d) a mortgage in favour of Vito Nardi, Samantha Nardi, Elisabeth Nardi, Samantha Nardi, 2608197 Ontario Ltd., Sandra Ortino, Matteo Ortino, Luca Grano, Eugenio Grano, Ted Nixon, Kristie Z. Heriban, Diana Furlan, Lucas Furlan, Nevis Furlan, One Luv Inc., 2180368 Ontario Inc., Ana Santos, Christopher Santos, Luisa Cundari, Franco Cundari, G. Joseph Shunock Personal Real Estate Corporation, Ushjo Enterprises Ltd., 1220356 Ontario Limited, Chesswood Capital Corp., Spitfire Media Group Inc., Racko Capital Inc. and Danchi Corp., registered as instrument number SC1970086 and in the principal amount of \$5,000,000.00 (the “**VN Mortgage**”). Attached as **Exhibit “CC”** is a copy of the VN Mortgage.

47. The aggregate total of these various obligations in respect of these properties is \$28,500,000.00.

Sale of Lots 1 and 2 to Torca

48. On or about January 24, 2022, Rock Garden Development and Rock Garden Estates entered into an Agreement of Purchase and Sale with Torca for Lots 1 and 2 (the “**Torca APS**”), where a

housing development is contemplated. Attached and marked as **Confidential Exhibit “DD”** to this affidavit is a copy of the Torca APS.

49. Torca is a land developer that already owns more than 1000 acres of land adjacent to and north of Lots 1 and 2. It purchased this land approximately two or three years ago and has expended considerable time, effort and resources to obtain the necessary planning permissions to develop homes on those lands. Torca similarly wants to own Lots 1 and 2 to continue its efforts to develop the lands into sprawling subdivisions in an area of Ontario that is experiencing significant growth.

50. The sale amount as stated in the Torca APS will not only be sufficient to repay the Lot 1 Mortgages and the Lot 2 Mortgages, but also be sufficient to repay the Mortgages on the Property in full.

51. It is my intention to direct the funds received upon closing of the Torca APS to Woodington, so that the Mortgages may be repaid in full. I have expressed this on several occasions to both Mr. Eisen and Mr. Gold.

52. Additionally, I am working with Torca to close the sale transaction contemplated by it (the **“Transaction”**) three months early, on November 29, 2024, which both Mr. Eisen and Mr. Gold are aware of. To this effect, Torca has also provided a letter dated July 19, 2024 to my lawyers at Blaney McMurtry LLP, stating that they will endeavour to close the Transaction on November 29, 2024. Attached hereto and marked as **Confidential Exhibit “EE”** is a copy of the Torca letter dated July 19, 2024.

53. Both Torca and I are working on closing the Transaction as soon as possible. To the best of my knowledge and from my communications with them, since the Torca APS was executed, Torca

have been working relentlessly to obtain all planning approvals required by the relevant municipal authorities. Due to their efforts, the Transaction will now more than likely close in November 2024.

54. Both Mr. Eisen and Mr. Gold have been kept apprised of updates relating to the Transaction and the Torca APS. I understand that Mr. Gold and Torca's principal, Marcelo Perez-Hassaf, are family friends, and are in close contact. I also understand that Mr. Gold has attended several council meetings regarding the housing development Torca is proposing on Lots 1 and 2.

55. They are also both fully aware that the net proceeds of this sale will be used to repay the Eisen and Goldy Loans, which is why I believe that they had not taken steps towards enforcement until now. I believe that it is a combination of their impatience and Windsor's ulterior motives to buy the Property at a lower price that have spurred bringing this Application at this time, when the Torca APS is on the brink of closing.

56. I am prepared to share the terms of this agreement with each of the lenders, other than Windsor, if they are prepared to hold it confidential and to provide them in escrow executed direction, payable to each of them in the correct amounts owing to them from those imminent closing proceeds.

A RECEIVERSHIP IS NEITHER JUST NOR CONVENIENT AT THIS TIME

57. At present, Mr. Eisen and Goldy are over-secured as the value of the Property far exceeds Woodington's indebtedness to them; there is little to no risk for them to wait until I am able to obtain a refinancing of the Property, or until the Torca APS closes so that they can be paid back in full.

58. As a professional with over forty years of experience in the real estate industry, I am concerned that the appointment of a receiver would erode the Property's value where, presently, there is ample. Under a receiver, it is possible that the Property will be sold for far less than its current appraised value.

59. Further, I believe that a receivership over the Property could also negatively impact the Transaction with Torca due to the fact that there are several easements and necessary water and sewage services that run across the properties as shown in the Map at Exhibit "T". This could impact the associated proposed housing development, which is important for the community given that there is a Honda plant in the vicinity that employs hundreds of employees in the area. I am also concerned that a receivership will cause delays in obtaining further approvals from the Town of New Tecumseth, which will also cause delays in respect of the Torca APS.

60. Given the nature of our professional relationship, I have not taken Mr. Eisen's or Goldy's demands as indicative of their true intentions. Further, given that no other meaningful enforcement efforts have been taken by either of them thus far, I am astounded that they would move forward with a receivership. That being said, recognizing that if this application genuinely reflects their intentions, I wholeheartedly believe that it would be more efficient and in the interest of all stakeholders to work towards a sale consensually, on an agreed-upon timeline.

61. I am also advised by my counsel that the proposed receivership application includes a receivership over the Golf Club, which is an entirely separate entity owned and operated by 785, and not Woodington. As noted above, none of the lenders have any security from or debt owing to them from that business. There is no basis under which the lenders should have any recourse to

the Golf Club or that that business should be placed into receivership by them. No demands or actions have been commenced by the lenders against the Golf Club, or 785.

62. Accordingly, it is my belief that the appointment of a receiver would not be just and convenient in these circumstances. A receivership would impact Woodington, the Golf Club, its employees, its patrons and the general community disproportionately. The Golf Club itself is an operating business that employs workers year-round, and provides a space for the public to partake in golf and other recreational activities, and book events such as weddings and anniversaries. Attached as **Exhibit “FF”** is a copy of the Golf Club’s upcoming events ledger, which shows the list of events that would be affected if this receivership application was approved.

63. In fact, rumours of a receivership have already been circulating in the local community, which will undoubtedly have a significant deleterious impact on the ability of the Golf Club to book events for the next year. I am deeply concerned that a receivership over Woodington and the Property will lead to a serious decline in the Golf Club’s revenue if events are not booked for the golf season in 2025.

64. The appointment of a receiver over the Property would thus negatively affect both Mr. Eisen and Goldy, and the numerous stakeholders such as the employees and community that rely upon the Golf Club.

65. I make this affidavit in opposition to the application brought by the Mr. Eisen to appoint a receiver, and for no other or improper purpose.

SWORN REMOTELY BEFORE ME by Joseph Chetti residing in the City of Kleinburg, in the Province of Ontario on the 9th day of September 2024, in accordance with *O. Reg. 431/20, Administering or Declaration Remotely.*



Commissioner for Taking Affidavits
Anisha Samat



Joseph Chetti

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

B E T W E E N:

MELVYN EISEN, TRUSTEE

Applicant

- and -

WOODINGTON ESTATES INC.

Respondent

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

AFFIDAVIT OF MELVYN EISEN
(sworn November 21, 2024)

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

1. I am a private lender and the applicant in these proceedings, carrying on the business of mortgage lending on behalf of investors by way of syndicated loans in which I act as trustee for the lenders.
2. Pursuant to a letter agreement dated October 8, 2024, among myself (the “**Lender**”), Windsor Private Capital Limited Partnership, Windsor II Limited Partnership, Woodington Estates Inc. (“**Woodington**”) and Goldy Metals Holdings Inc., the receivership application was adjourned

on the terms and conditions set out therein (the “**Letter Agreement**”). Attached hereto and marked as **Exhibit “A”** is a true copy of the Letter Agreement.

3. Pursuant to paragraph 1 of the Letter Agreement, Woodington was to provide to the Lender the following:

(a) cheques for the monthly interest payment in the amount of \$108,946.00, which payments were to commence October 15, 2024 (for the payment otherwise due on October 1, 2024), and thereafter the monthly interest payments were to be made on the first day of each month;

(b) post-dated cheques for each monthly interest payment up to and including the payment due on February 1, 2025.

4. The Letter Agreement provided that if the post-dated cheques cannot be cashed by the Lender, Woodington shall so advise the Lender and Woodington will have three business days after the payment due date to make the monthly interest payment by way of certified funds, failing which the consent to receivership will become effective.

5. On October 15, 2024, I received the post-dated cheques referred to in paragraph 4 above. The first payment of October 15, 2024 was deposited but was returned due to insufficient funds.

6. Since October 18, 2024, on almost a daily basis, I sent text messages and emails to Joseph Chetti of Woodington with respect to the NSF cheque and demanded it be replaced.

7. I spoke with Joseph Chetti and he agreed to replace the payment and make all further payments by way of wire transfer which he failed to do. Accordingly, I have received no payments from Joseph Chetti under the Letter Agreement.

8. In accordance with paragraph 1 of the Letter Agreement, as a result of the non-payment of the monthly interest payment, Woodington has consented to the appointment of a receiver over Woodington's assets, undertakings and properties.

SWORN BEFORE ^{ME} ~~ME~~ over videoconference on this ^{21st} ~~19th~~ day of November, 2024. The affiant was located in the City of Toronto and the commissioner was located in the City of Vaughan, both in the Province of Ontario. This affidavit was commissioned remotely in accordance O. Reg. 431/20, Administering Oath or Declaration Remotely



Commissioner for Taking Affidavits
(or as may be)

**Antonette DePinto, a Commissioner, etc.,
Province of Ontario, for Chalkons LLP,
Barristers and Solicitors.
Expires November 28, 2026.**

DocuSigned by:
Melvyn Eisen
F8C31BA67F01418

MELVYN EISEN

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

B E T W E E N:

MELVYN EISEN, TRUSTEE

Applicant

- and -

WOODINGTON ESTATES INC.

Respondent

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

**SUPPLEMENTAL AFFIDAVIT OF KENNETH GOLD
(Sworn November 20, 2024)**

I, Kenneth Gold, of the City of Toronto, in the Province of Ontario, MAKE OATH

AND SAY AS FOLLOWS:

A. INTRODUCTION AND OVERVIEW

1. I am President of Goldy Metals Holdings Inc. (“**Goldy**”). As such, I have personal knowledge of the matters addressed in this affidavit. To the extent that information has been provided to me by others, I have specified the source of that information. In each case, I believe the information to be true.

2. I swear this supplemental affidavit in support of the motion brought by the Applicant, Mel Eisen, to appoint a Receiver on consent over the assets, undertakings and properties of the Respondent, Woodington Estates Inc. (“**Woodington**”). This supplemental affidavit

should be read in conjunction with the affidavit I affirmed on August 30, 2024, a copy of which is attached hereto (without exhibits) as Exhibit “A” (the “**First Gold Affidavit**”). Capitalized terms not defined herein should have the meaning ascribed to them in the First Gold Affidavit.

B. THE RECEIVERSHIP APPLICATION

3. The details of Goldy’s relationship with Woodington and the Applicant are outlined in full in paragraphs 3-17 of the First Gold Affidavit. For the purposes of this affidavit, a high-level summary of this relationship has been provided below.
4. Pursuant to a Commitment Letter dated July 24, 2019, Goldy loaned Woodington \$5.5 million (the “**Goldy Loan**”). The Goldy Loan is secured by, among other things, a charge/mortgage in favour of Goldy in the principal amount of \$5.5 million, which is registered on title to the Golf Course Lands (the “**Second Mortgage**”), in second priority to a mortgage registered by the Applicant (the “**First Mortgage**”).
5. Woodington has been in default of the Goldy Loan since approximately June 2023. Since the Goldy Loan went into default, Goldy made multiple attempts to recover the amounts owed to it under the Goldy Loan, but these efforts were unsuccessful.
6. On August 9, 2024, the Applicant commenced an application to appoint a Receiver over the Golf Course Lands and the business and assets of Woodington Lake Golf Club (the “**Receivership Application**”). Given Woodington’s continuing default in respect of the Goldy Loan, Goldy supported the relief sought in the Receivership Application.

C. THE ADJOURNMENT AGREEMENT

7. The Receivership Application was originally scheduled to be heard on October 10, 2024.
8. However, on October 8, 2024, the parties executed a letter agreement pursuant to which the parties agreed to adjourn the Receivership Application to allow Woodington further time to pursue certain refinancing and sale options (the “**Adjournment Agreement**”). A copy of the Adjournment Agreement is attached hereto as Exhibit “**B**”.
9. Appended as Schedule “A” to the Adjournment Agreement is a consent to receivership executed by Woodington (the “**Consent to Receivership**”). The Adjournment Agreement stipulates that the Consent to Receivership becomes effective if Woodington fails to fulfill certain terms, including failing to repay the Applicant and Goldy in full by February 28, 2024, or failing to make certain monthly interest payments (the “**Monthly Interest Payments**”), as described below.
10. With respect to the Monthly Interest Payments, the Adjournment Agreement stipulates that:
 - (a) Woodington would pay the Monthly Interest Payments to the Applicant and Goldy in the amounts of \$108,946.00 and \$55,386.49, respectively;
 - (b) Woodington would commence making the Monthly Interest Payments to the Applicant and Goldy on October 15, 2024 (for the amount otherwise due on October 1, 2024) and thereafter, the Monthly Interest Payments would be made on the first day of each month during the agreement period;

- (c) Woodington would deliver post-dated cheques for each Monthly Interest Payment, up to and including the payment due on February 1, 2025;
- (d) If the post-dated cheques could not be cashed by Goldy and the Applicant, Woodington would have three business days after the payment due date to make the Monthly Interest Payment by way of certified funds; and,
- (e) If Woodington failed to provide the certified funds for the Monthly Interest Payments within three business days, then the executed Consent to Receivership would become effective.

D. WOODINGTON FAILS TO MAKE THE MONTHLY INTEREST PAYMENTS

(i) Woodington is late paying the October Monthly Interest Payment

- 11. As described above, the October Monthly Interest Payment was due on October 15, 2024.
- 12. Despite this, I was not provided with a copy of the post-dated cheque for the October Monthly Interest until October 16, 2024. At that time, I was advised by Barry Kerbel (an intermediary between Woodington and me) that the post-dated cheque for the October Monthly Interest Payment should not be deposited until October 18, 2024, or it would be returned NSF.
- 13. In good faith, I complied with the request to wait until October 18, 2024, to cash the post-dated cheque for the October Monthly Interest Payment. Nonetheless, the cheque was returned NSF.
- 14. As such, my counsel wrote to Woodington's counsel on October 22, 2024 to demand that certified funds sufficient to pay the October Monthly Interest Payment be delivered to

Goldy by close of business on October 25, 2024, failing which the Consent to Receivership would become effective, as stipulated in the Adjournment Agreement. A copy of this correspondence is attached hereto as Exhibit “C”.

15. On October 23, 2024, Mr. Kerbel provided me with a certified cheque on behalf of Woodington in respect of the October Monthly Interest Payment. I successfully deposited this certified cheque on October 24, 2024.

(ii) Woodington fails to pay the November Monthly Interest Payment

16. Shortly after I successfully deposited the certified cheque for the October Monthly Interest Payment, Mr. Kerbel advised me that the post-dated cheque provided to me for the November Monthly Interest Payment due on November 1, 2024 would also be returned as NSF.
17. On October 25, 2024, my counsel emailed Woodington’s counsel to confirm whether Mr. Kerbel’s comments were correct, and to advise that if the November Monthly Interest Payment was not paid by November 6, 2024 (being three business days following the due date), the Consent to Receivership would become effective, as stipulated in the Adjournment Agreement. A copy of this correspondence is attached hereto as Exhibit “D”.
18. No response was ever provided to this email. As such, on October 30, 2024, my counsel followed-up to confirm the status of the November Monthly Interest Payment. A copy of this correspondence is attached hereto as Exhibit “E”.

19. Again, no response to my counsel's inquiries was provided. Accordingly, I attempted to deposit the post-dated cheque provided for the November Monthly Interest Payment. On November 8, 2024, I was advised by my bank that the cheque was returned as NSF.
20. On November 10, 2024, my counsel again wrote to Woodington's counsel and demanded payment of the November Monthly Interest Payment by close of business on November 13, 2024 (being three business days following the day that the November cheque was returned as NSF), failing which the Consent to Receivership would become effective. A copy of this correspondence is attached hereto as Exhibit "F".
21. My counsel followed-up on his correspondence on November 15, 2024, but no response was ever provided. A copy of this correspondence is attached hereto as Exhibit "G".
22. Woodington has repeatedly failed to make the Monthly Interest Payments in accordance with the timelines stipulated in the Adjournment Agreement. Further, despite multiple indulgences, Woodington has failed to cure its default by providing certified funds within three business days, or at all.
23. Accordingly, pursuant to the terms of the Adjournment Agreement, the Consent to Receivership is now effective.

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



Commissioner for Taking Affidavits
(or as may be)



Kenneth Gold

Brittni Tee
LSO: 85001P

APPENDIX “D”

Jan 03 18 09:55p

p.6



Agreement of Purchase and Sale Commercial

Form 500
for use in the Province of Ontario



This Agreement of Purchase and Sale dated this 22nd day of December, 2017

BUYER, Rockland Estates Inc., agrees to purchase from
(Full legal name of all Buyers)

SELLER, Southridge Vista Inc., the following
(Full legal name of all Sellers)

REAL PROPERTY:

Address 7110 4th Line, Tottenham

fronting on the North side of 4th Line

in the Town of New Tecumseth

and having a frontage of 100 more or less by a depth of 100 more or less

and legally described as Part Lots 1, 2 and 3, Concession 4 as in instrument RO1284373 save and except Part 1

Plan S1R-31629, subject to Instrument No. RO118906, Town of New Tecumseth, County of Simcoe (the "property")
Legal description of land including easements not described elsewhere

PURCHASE PRICE: SEVEN MILLION SIX HUNDRED SEVENTY THOUSAND Dollars (CAD\$) 7,670,000.00
SEVEN MILLION SIX HUNDRED SEVENTY THOUSAND Dollars

DEPOSIT: Buyer submits Within Two (2) Business Days following Acceptance of this Agreement by Buyer
(Date/Time/Acceptance/as otherwise described in this Agreement)
Fifty Thousand Dollars (CAD\$) 50,000.00

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

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

SCHEDULE(S) A B attached hereto form(s) part of this Agreement. **BUYER**

IRREVOCABILITY: This offer shall be irrevocable by Buyer until 5:00 p.m. on the 22nd day of January, 2018, after which time, if not accepted, this offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.

2. COMPLETION DATE: This Agreement shall be completed by no later than 6:00 p.m. on the 30th day of October, 2018. Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.

INITIALS OF BUYER(S): [Signature]

INITIALS OF SELLER(S): [Signature]

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Jan 03 18 09:56p

p.7

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

FAX No.: 905-936-5130
 (For delivery of Documents to Seller)

FAX No.: 416-987-6600
 (For delivery of Documents to Buyer)

Email Address: marc@marcronan.com
 (For delivery of Documents to Seller)

Email Address: sandrom@capitalnorthrealty.com
 (For delivery of Documents to Buyer)

4. **CHATELAINS INCLUDED:**

NA

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

5. **FIXTURES EXCLUDED:**

NA

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

NA

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

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

INITIALS OF BUYER(S):

NA

INITIALS OF SELLER(S):

NA

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Jan 03 18 09:56p

p.8

8. **TITLE SEARCH:** Buyer shall be allowed until 6:00 p.m. on the 30th day of August, 2018 (Requisition Date) to examine the title to the property at his own expense and until the earlier of: (i) thirty days from the later of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived or; (ii) five days prior to completion, to satisfy himself that there

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

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

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

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

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

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

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

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

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Jan 03 18 09:57p

p.9

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

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

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Jan 03 18 09:58p

p.10

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

SIGNED, SEALED AND DELIVERED in the presence of:

IN WITNESS whereof I have hereunto set my hand and seal

Witness lines with handwritten initials.

Signature of Seller: *[Handwritten Signature]*
SELLER
Date: Dec 27, 2017

DATE Dec 27, 2017
DATE

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

SIGNED, SEALED AND DELIVERED in the presence of:

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

Witness lines with handwritten initials.

Signature of Buyer: *[Handwritten Signature]*
BUYER
Date: Dec 28, 2017

DATE Dec 28, 2017
DATE

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

Witness lines with handwritten initials.

Signature of Spouse: *[Handwritten Signature]*
Spouse

DATE

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at 9:30 a.m./p.m. on 18th day of January, 2018.

INFORMATION ON BROKERAGE(S)
Listing Brokerage: COLDWELL BANKER RONAN REALTY Tel.No. (905) 936-4216
Mare Roman (Salesperson / Broker Name)
Coop/Buyer Brokerage: Capital North Commercial Realty Corp. Tel.No. 416-987-7500
(Salesperson / Broker Name)

ACKNOWLEDGEMENT
I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.
I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.
Seller: DATE
Buyer: DATE JAN 19/18
Address for Service
Tel.No.
Seller's Lawyer: Colin Smith, Smith & Associates
Buyer's Lawyer: Thomas Sheppard
Address: 23 Queen St. S. Tottenham, Ont. L0G 1W0
Address: 488 Huron Street, Toronto, Ont. M5R 2R3
Email: csmith61@yahoo.ca
Email: tsheppard@sbrian.com
905-936-4216 905-936-4223 416-966-6885 416-966-6837
Tel.No. FAX No. Tel.No. FAX No.

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

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Schedule A

Agreement of Purchase and Sale - Commercial

Form 500

for use in the Province of Ontario

p. 1



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

BUYER, Rockland Estates Inc. and

SELLER, Southridge Vista Inc.

for the purchase and sale of **7110 4th Line, Tottenham**

dated the 22nd day of December, 2017

Buyer agrees to pay the balance as follows:

~~Two Million Five Hundred Thousand (\$2,500,000.00)~~
~~ONE~~ ~~2,500,000.00~~
TWO 200,000.00 200,000.00

The Buyer agrees to pay a further sum of Two Hundred Thousand (\$200,000.00), to Coldwell Banker Ronan Realty, by bank draft or certified cheque, at the time of notification of fulfillment or removal of all conditions, as an additional deposit to be held in trust pending completion or other termination of this Agreement. This amount is to be credited towards the purchase price on completion of this transaction.

The Buyer agrees to pay a further sum of ~~Two Million Five Hundred Thousand (\$2,500,000.00)~~, subject to adjustments, to the seller on completion of this transaction, with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.

The Seller agrees to take back a first chattel charge mortgage (the "VTB Mortgage"), for the balance of the purchase price, bearing interest at the rate of four percent (4%) per annum, calculated and payable monthly, interest only and maturing five (5) years following closing. The VTB Mortgage shall be open for prepayment at any time or times without penalty, notice or bonus and shall incorporate Standard Charge Terms No. 200-433. The buyer agrees that the property shall remain as an operating golf course and no buildings are to be removed until the VTB Mortgage has been paid out in full.

The Buyer and the Seller hereby acknowledge that concurrently with the delivery of the VTB Mortgage, the Buyer is delivering a mortgage to the Seller, as set out in the Agreement of Purchase and Sale between the Buyer and Woodington Lake Golf Club Inc. for the business known as Woodington Lake Golf Club (the "VTB Chattel Mortgage") and the parties further acknowledge and agree that:

(a) default, non-observance or non-performance by the Buyer/Chargor herein shall be deemed to be default by the Buyer/Chargor under the terms of the VTB Chattel Mortgage, and vice versa, notwithstanding any acquiescence therein or forbearance by the Seller/Chargee herein or therein, as the case may be; and

(b) this VTB Mortgage and the VTB Chattel Mortgage secure one and the same indebtedness, and payment under this Charge shall be deemed to be payment under the VTB Chattel Mortgage, and vice versa, and upon payment in full of the indebtedness secured by this VTB Mortgage, the Buyer/Chargor shall be entitled to a discharge of the VTB Chattel Mortgage, and vice versa.

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

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

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Jan 03 18 09:53p

p.2



Schedule A Agreement of Purchase and Sale - Commercial

Form 500
for use in the Province of Ontario



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

BUYER, Rockland Estates Inc.

SELLER, Southridge Vista Inc.

for the purchase and sale of 7110 4th Line, Tottenham

dated the 22nd day of December, 2017

Handwritten initials: RA
Handwritten word: BUSINESS

The Buyer, its agents, employees and advisors, shall be permitted Sixty (60) Days following acceptance of this Agreement (the "Due Diligence Period") to determine the economic feasibility of this purchase, as related to the property, including income and expenses and examine all contracts, leases and tenancy agreements, if any, by such agents, consultants or other persons as it deems necessary. If written notice of waiver of this Due Diligence condition not delivered to the Seller or its solicitor on or before the expiration of the Due Diligence Period this Agreement of Purchase and Sale shall be rescinded and null and void, whereupon the deposit shall forthwith be returned to the Buyer in full, without deduction or any set off whatsoever, and the Buyer and Seller shall be automatically released from their obligations under this Agreement without liability to the other. This condition is inserted for the sole benefit of the Buyer and may be waived only by the Buyer in its sole, exclusive and unfettered discretion.

This Offer is conditional upon the approval of the terms hereof by the Seller's Solicitor. Unless the Seller gives notice in writing delivered to the Buyer or to the Buyer's address as hereinafter indicated, personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto not later than five (5) business days following acceptance of this agreement, that this condition is fulfilled, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. This condition is included for the benefit of Seller and may be waived at the Seller's sole option by notice in writing to the Buyer as aforesaid within the time period stated herein.

Handwritten initials: RA
Handwritten mark: [scribble]

The Seller covenants, represents and warrants to the Buyer, which covenants, representations and warranties shall survive the completion of this transaction:

- (a) it is the registered owner of the lands, with full right and power to convey the property to the Buyer;
- (b) it is not a "non-resident corporation" of Canada, within the meaning of Section 116 of the Income Tax Act;
- (c) no notice advising of any threatened or impending condemnation or expropriation has been received from any governmental authority, agency, department or board having jurisdiction over the property;
- (d) To the best of the Seller's knowledge and belief, they have no knowledge of the property having been used for the storage, discharge or release of any poisonous, radioactive or harmful material, substances, pollutants, contaminants or wastes, or of there being environmental problems situate thereon; save and except normal golf course practices;
- (e) the property has not been designated to be of cultural or historic interest by the local municipality;

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

INITIALS OF BUYER(S):

Handwritten initials: RA

INITIALS OF SELLER(S):

Handwritten initials: RA

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Jan 03 18 09:53p

p.3



Schedule A
Agreement of Purchase and Sale – Commercial



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

BUYER, Rockland Estates Inc. and

SELLER, Southridge Vista Inc.

for the purchase and sale of **7110 4th Line, Tottenham**

dated the **22nd** day of **December**, **2017**

(f) the Seller has not received written notice of any administrative or judicial judgments, orders or decrees that relate to violations of Environmental Law with respect to the property or to the release, discharge, emission or disposal of Hazardous Materials on, to, from or under the property; and

(g) the Seller has not received written notice of any Environmental Claim which remains outstanding against the Seller or against any person whose liability for an Environmental Claim the Seller has retained or assumed by contract or otherwise with respect to the property. The Seller warrants that, to the best of its knowledge, there are no agreements of any kind whatsoever made between the Seller herein, or its predecessors on title, and any abutting land owners that may withhold or delay the development of the property, directly or indirectly.

The Seller hereby acknowledges and agrees that, upon removal of all conditions herein, the Buyer shall be entitled, prior to the closing Date, to do all acts, negotiate all agreements, prepare and submit all studies, plans and applications that are required to develop and market the property, including re-zoning. The Seller shall, upon forty-eight (48) hours prior written request, execute all documents, consents and applications required for property provided the Buyer shall be responsible for all costs that it incurs in so doing, and provided further that the Seller is not required to assume financial obligations therefore.

The Seller agrees and warrants not to deal with the property, after waiver of all conditions, in any way that would affect the development potential of the property.

The Seller shall continue to operate the property in accordance with its usual business and management practices and will carry out all routine day-to-day repairs and maintenance of the property up to and including the Closing Date.

To the best of the Seller's knowledge, the Seller is not in default of any agreements related to the property and, to the best of the Seller's knowledge, there are no actions, suits or proceedings against, or on behalf of, the Seller, pending or threatened, which may affect the property, and the Seller is not aware of any existing ground upon which any such action, suit or proceeding might be commenced.

The Buyer shall be entitled to assign its interest in this Agreement to a person, firm, partnership, corporation or other entity prior to the closing, provided that such assignment shall not release the Buyer from its obligations hereunder, up to the Closing Date. As a condition to any such assignment, the assignee shall covenant to be bound by the terms and conditions herein on the part of the Buyer to be observed and performed.

The Seller acknowledges that, to the best of its knowledge, there is no litigation actual or pending with respect to the property.

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

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

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Schedule A Agreement of Purchase and Sale - Commercial



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

BUYER, Rockland Estates Inc., and

SELLER, Southridge Vista Inc.

for the purchase and sale of 7110 4th Line, Tottenham

dated the 22nd day of December 2017

To the best of the seller's knowledge and belief, the buildings used in connection with the property are situated wholly within the limits of the property and there is no dispute as to the boundaries of the property. Except as may be registered on title, the Seller has never heard of any claim or easement affecting the property, either for light, drainage, right-of-way or otherwise. For the purpose of this Agreement, the term "business day" or "banking day" shall mean any day other than a Saturday, Sunday or Statutory Holiday within the Province of Ontario.

This Agreement of Purchase and Sale on the property, legally described as Part Lots 1, 2 and 3, Concession 4, as in Instrument RO1284373, save and except Part 1, Plan 51R-31629, subject to Instrument No. R0318906, in the Town of New Tecumseth, in the County of Simcoe, is conditional upon the successfully closing and completion of the Business Agreement of Purchase and Sale between Woodington Lake Golf Club Inc. and Rockland Estates Inc. in Trust closing on the same date and time.

The Parties to this transaction hereby acknowledge, agree and accept that when this Agreement becomes unconditional, the Buyer hereby irrevocably directs the Deposit Holder to release the total deposit monies held in trust by Coldwell Banker Ronan Realty directly to the Seller within five (5) days following removal of all conditions.

SELLER'S DELIVERIES ON CLOSING:

On or before Five (5) business days prior to the Closing Date, unless specifically noted below, the Seller shall deliver to the Buyer the following documents:

- (a) A standard statement of adjustments as would be required for a transaction of this nature (the "Statement of Adjustments") at least Five (5) Business Days prior to the closing Date;
(b) Original copies of any deliveries in the Seller's possession;
(c) A statutory declaration of a senior officer of the Seller that the Seller is not a non-resident of Canada for purposes of the Income Tax Act (Canada) (the "Statutory Declaration");
(d) Undertaking to re-adjust all items on the Statement of Adjustments;
(e) A valid transfer of the Property in registrable form;
(f) Statutory Declaration of a senior officer of the seller that the Property has never been occupied as a matrimonial home and that the Warrants and Covenants contain herein, have been complied with by the Seller as at Closing Date;

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

INITIALS OF BUYER(S):

[Handwritten initials]

INITIALS OF SELLER(S):

[Handwritten initials]

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Schedule A

Agreement of Purchase and Sale - Commercial

Form 500

for use in the Province of Ontario



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

BUYER, Rockland Estates Inc. and

SELLER, Southridge Vista Inc.

for the purchase and sale of **7110 4th Line, Tottenham**

dated the **22nd** day of **December** **2017**

(g) copies of all existing warranties for the Property in the Seller's possession

(h) The assignment of all leases, contracts or other agreements being assumed by the Buyer.

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

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

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Schedule B Agreement of Purchase and Sale - Commercial

Form 505
for use in the Province of Ontario



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

BUYER: Rockland Estates Inc. and

SELLER: Southridge Vista Inc.

for the purchase and sale of 7110 4th Line, Town of New Tecumseth

dated the 22nd day of December 2017

This Offer is conditional upon the approval of the terms hereof by the Seller's Solicitor. Unless the Seller gives notice in writing delivered to the Buyer or to the Buyer's address as hereinafter indicated personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto not later than 5:00 p.m. on January 19, 2018, that this condition is fulfilled, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. This condition is included for the benefit of Seller and may be waived at the Seller's sole option by notice in writing to the Buyer as aforesaid within the time period stated herein.

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

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

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APPENDIX “E”

Jan 03 18 10:51p

p.1



Agreement of Purchase and Sale Business in Leased Premises Under the Bulk Sales Act (Ontario)

Form 502
for use in the Province of Ontario



This Agreement of Purchase and Sale dated this 22nd day of December 2017

BUYER Rockland Estates Inc. agrees to purchase from

(Full legal names of all Buyer(s))

SELLER Woodington Lake Golf Club Inc. the following

(Full legal names of all Seller(s))

All the assets of the business known as Woodington Lake Golf Club (including

fixtures and inventory of the business set out in Schedule "A" on one now located upon the premises and inspected and approved by Buyer) situated at the property known as 7110 4th Line, Tottenham, Ontario (the "Business") together with the lease of the premises, and the trade name and goodwill of the business (the "Asset").

PURCHASE PRICE Six ~~Fifteen Million Three Hundred Thirty Thousand~~ Dollars (CAD) ~~15,330,000.00~~ \$15,630,000.00

which total Purchase Price includes the amount of \$..... in respect of inventory of the Business.

DEPOSIT Buyer submits Within Two (2) Business Days following Acceptance of this Agreement by Buyer CHEQUE

Fifty Thousand Dollars (CAD) 50,000.00

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

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

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

1. **IRREVOCABILITY:** This offer shall be irrevocable by Seller 5:00pm 19th day of January 2018 after which time, if not accepted, this offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.

2. **COMPLETION DATE:** This Agreement shall be completed by no later than 6:00 p.m. on the 30 day of October 2018. Upon completion, vacant possession of the premises shall be given to the Buyer unless otherwise provided for in this Agreement.

3. **HST:** The parties hereto agree that this transaction shall be a taxable supply in accordance with the provisions of the Excise Tax Act (Canada), R.S.C. 1985, c-15, as amended. The Seller and Buyer agree to file the necessary Form electing not to have the Harmonized Sales Tax (HST) apply. The Buyer agrees to file the requisite election Form containing the prescribed information, together with a return for the Buyer's reporting period in which the transaction occurs, under the Excise Tax Act (Canada), as amended, on or prior to the date prescribed by such Act for making such election.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

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Jan 03 18 10:52p

p.2

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

FAX No.: 905-936-5130
 (For delivery of Documents to Seller)

FAX No.: 416-987-6600
 (For delivery of Documents to Buyer)

Email Address: marc@marcorian.com
 (For delivery of Documents to Seller)

Email Address: randrom@capitalandrealty.com
 (For delivery of Documents to Buyer)

5. **NON-COMPETITION:** Seller and the undersigned _____ jointly and severally covenant not to carry on or be engaged in or concerned with (either directly or indirectly in any manner whatsoever including without limitation as a principal, agent, partner or shareholder) any business competitive with or similar to the business as presently carried on, within a radius of 50 kilometers of the premises for Sixty (60) months after completion. This aforesaid covenant shall survive the completion of the transaction provided for herein.

6. **SEARCHES:** Buyer shall be allowed until 6:00 p.m. on the 30th day of August, 2018 (Requisition Date) to satisfy the

Buyer that there are no outstanding work orders or deficiency notices affecting the property, and that its present use Com Building/Golf Course may be lawfully continued. If within that time any valid obligation to any outstanding work order or deficiency notice, or in the fact the said present use may not lawfully be continued, is made in writing to Seller and which Seller is unable or unwilling to remove, remedy or satisfy and which Buyer will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such obligations, shall be of an end and all monies paid shall be returned without interest or deduction and Seller, listing Brokerage and Co-operating Brokerage shall not be liable for any costs or damages. Seller hereby consents to the municipality or other governmental agencies releasing to the Buyer details of all outstanding work orders and deficiency notices affecting the property, and Seller agrees to execute such further authorizations in this regard as Buyer may reasonably require.

7. **COVENANTS BY SELLER:** The Seller covenants;

(a) the Assets are now and shall at the time of completion be owned by Seller free and clear of all encumbrances, liens or charges and no other person has now or shall at the time of closing have any interest in the assets except

Handwritten signature/initials across the line

(b) Seller is not now and shall not at the time of completion be a non-resident person within the meaning of Section 116 of the Income Tax Act (Canada);

(c) Seller is not in default of any agreements related to the Business and there are no actions, suits or proceedings against or on behalf of the Seller, pending or threatened, which may affect the Business, and the Seller is not aware of any existing grounds on which any such action, suit or proceeding might be commenced;

(d) there is a good, valid and subsisting lease of the premises for a term of _____ years or a monthly rental of _____

Handwritten signature/initials _____ for copy of which lease is attached hereto;

INITIALS OF BUYER(S): *Handwritten initials*

INITIALS OF SELLER(S): *Handwritten initials*

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(e) there are not now and shall not at the time of completion be any employees of the Business except the following, all of whom can be dismissed on the minimum applicable statutory notice period without further liability;

(l) the Business has been carried on in the ordinary course and all financial statements and other information provided to Buyer are true, accurate and correct in all material respects and have been prepared in accordance with generally accepted accounting principles applied on a consistent basis and Seller shall, at the time of completion, have no liabilities, contingent or otherwise, except as reflected therein or in the statements to be delivered pursuant to the Bulk Sales Act (none of which shall be inconsistent with past practice or materially adverse);

(m) no expenditures shall be made out of the ordinary course of business prior to closing and the Business shall be carried on up to the time of completion in the ordinary course and in a commercially reasonable manner with a view to preserving the goodwill of the Business; and

(n) the tangible Assets are now and shall at the time of completion be in good condition, subject only in the case of equipment to reasonable wear and tear.

8. FURTHER COVENANTS BY THE SELLER: The Seller covenants;

(a) to comply with Section 6 of the Retail Sales Tax Act;

(b) to comply with the Bulk Sales Act;

(c) to deliver to Buyer at or before the time of completion the written content of the letter to the assignment of the lease of the premises to Buyer; and

(d) to indemnify and save harmless the Buyer from and against all liabilities, claims and demands in connection with the purchased business arising or incurred as at the time of completion and not shown on the financial statements provided to the Buyer or in the statement delivered pursuant to the Bulk Sales Act or expressly agreed to be assumed by the Buyer in this Agreement.

9. BUYER REPRESENTATION AND WARRANTY: The Buyer represents and warrants that the Buyer is not now and shall not at the time of completion be a non-eligible person within the meaning of the Investment Canada Act

10. COVENANTS BY BUYER: The Buyer consents to pay all applicable retail sales tax and federal sales tax on completion (or furnish appropriate exemption certificates) eligible in respect to this transaction.

11. BUYER CONDITIONS: The Buyer's obligation to complete this transaction shall be subject to satisfaction of the following conditions (which may be waived in whole or in part by Buyer without prejudice to any claim for breach of covenant, representation or warranty):

(a) the representations and warranties of Seller shall be true at and as of completion as if given at that time;

(b) Seller shall have performed all covenants to be performed by Seller at or prior to the time of completion.

~~12. INVENTORY: Prior to completion, either party may, after 72 hours notice to the other, have the inventory, shall be physically inspected for the class of goods on the day prior to completion and valued at SELLER'S cost at which time the total PURCHASE PRICE shall be increased or decreased to reflect that the valuation so obtained is greater than or less than the amount set for inventory stated above. Failing such an election, neither Seller nor Buyer may dispute the amount of valuation of inventory.~~

13. ADJUSTMENTS: Any business taxes, insurance, rent, hydro, water, fuel, employer's wages and vacation pay and usual prepaid items being transferred to Buyer, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to the Buyer.

14. DOCUMENT PREPARATION: The Bill of Sale and other transfer documents are to be prepared at Seller's expense and any security documents are to be prepared at the expense of Buyer, and each party is to pay the costs of registration of their own documents.

15. RISK: All the assets of the Business shall be and remain at risk of Seller until the completion of the transaction provided for herein.

16. TENDER: Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for completion. Money shall be tendered with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.

17. AGREEMENT IN WRITING: This offer when accepted shall constitute a binding agreement of purchase and sale, and time shall in all respects be of the essence of this Agreement. There is no representation, warranty, collateral agreement or condition affecting this Agreement other than as expressed herein. If there is conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict. For the purposes of this Agreement, Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.

18. TIME AND DATE: Any reference to a time and date in this Agreement shall mean the time and date where the Business is located.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

Jan 03 18 10:52p

p.4

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

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal

(Witness) [Signature]

[Signature] (Seller/Authorized Signing Officer)

DATE Dec 29, 2017

(Witness) [Signature]

[Signature] (Buyer/Authorized Signing Officer)

DATE Dec 29, 2017

I, the Undersigned Seller, agree to the above offer. I hereby irrevocably instruct my lawyer for the purpose of Clause 5 in consideration of Buyer entering into this Agreement, to pay commission, the unpaid balances of the commission together with applicable Harmonized Sales Tax (and any other taxes as may hereafter be applicable), from the proceeds of the sale prior to any payment to the undersigned on completion, as advised by the brokerage(s) to my lawyer.

(Witness) [Signature]

[Signature] (Seller/Authorized Signing Officer)

DATE Jan 3, 2018

(Witness) [Signature]

[Signature] (Seller/Authorized Signing Officer)

DATE

THE UNDERSIGNED

IN consideration of Buyer entering into this Agreement, hereby executes this Agreement for the purpose of Clause 5

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal

(Witness) [Signature]

[Signature] (Buyer/Authorized Signing Officer)

DATE

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at 9:30 a.m. on JAN 19TH day of

2018 [Signature] (Signature of Seller or Buyer)

INFORMATION ON BROKERAGE(S)

Listing Brokerage	Coldwell Banker Ronan Realty	Tel.No.	905-936-4216
	[Salesperson / Broker Name]		
Co-op/Buyer Brokerage	Capital North Commercial Realty Corp.	Tel.No.	416-987-7500
	[Salesperson / Broker Name]		

ACKNOWLEDGEMENT

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

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

(Seller) DATE [Signature]

(Buyer) DATE JAN 19/18

(Seller) DATE

(Buyer) DATE

Address for Service Tel.No.

Address for Service Tel.No.

Seller's lawyer Coltr. Smith, Smith & Associates 23 Queen St. S. Tottenham, Ont. L0G 1W0

Buyer's Lawyer Thomas Sheppard 488 Huron Street, Toronto, Ont. M5R 2R3

Email cofamih61@yahoo.ca 905-936-4221

Email tsheppard@stbrian.com 416-966-6885

Tel.No. 905-936-4223 FAX No.

Tel.No. 416-966-6837 FAX No.

FOR OFFICE USE ONLY

COMMISSION TRUST AGREEMENT

In consideration for the Co-operating Brokerage pursuant to the foregoing Agreement of Purchase and Sale, I hereby declare that all money received or receivable by me in connection with the transaction as contemplated in the MSF Sales and Regulations of my Real Estate Board shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MSF Sales and shall be subject to and governed by the MSF Sales pertaining in Commission Trust.

DATED as of the date and time of the acceptance of the foregoing Agreement of Purchase and Sale. Acknowledged by: [Signature]

THE BROKERAGE SERVICES, REALTOR AND REALTOR REGISTRATION ARE CONTROLLED BY THE CANADIAN REALTY ASSOCIATION (CRA) AND SUBJECT TO THE REGULATIONS AND STANDARDS OF THE CRA. THE REALTOR BOARD OF ONTARIO (RBO) IS A MEMBER OF THE CRA. ALL RIGHTS RESERVED. THIS FORM WAS DEVELOPED BY CRA FOR THE EXCLUSIVE USE OF REALTORS AND REALTOR ASSOCIATIONS. ANY OTHER USE OF THIS FORM IS PROHIBITED. CRA HAS NO LIABILITY FOR ANY LOSS OR DAMAGE.

Jan 03 18 10:53p

p.5

OREA Ontario Real Estate Association
Form 502
For use in the Province of Ontario

Schedule A
Agreement of Purchase and Sale
- Business in Leased Premises



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

BUYER, Rookland Estates Inc.

SELLER, Woodington Lake Golf Club Inc.

for the purchase and sale of **7110 4th Line, Tottenham, Ontario**

dated the **22nd** day of **December**, 20**17**

Buyer agrees to pay the balance as follows:

TWO ONE *200,000*

The Buyer agrees to pay a further sum of Two Hundred Thousand (\$200,000.00), to Colwell Banker Royal Realty, by bank cheque, at the time of notification of fulfillment or removal of all conditions, as an additional deposit to be held in trust pending completion or other termination of this Agreement. This amount is to be credited towards the purchase price on completion of this transaction.

The Buyer agrees to pay a further sum of Four Million Five Hundred Thousand (\$4,500,000.00), subject to adjustments, to the seller on completion of this transaction, with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.

The Seller agrees to take back a first charge/mortgage (the "VTB Charge Mortgage"), for the balance of the purchase price, bearing interest at the rate of five percent (5%) per annum, calculated and payable monthly, interest only, and maturing five (5) years following closing. The VTB Charge Mortgage shall be open for prepayment at any time or times without penalty, notice of loan. The VTB Charge Mortgage shall be secured by way of a promissory note, general security agreement and Personal Property Security Act ("PPSA") registration against the equipment, goods, receivables, accounts, inventory and other assets of the Buyer.

The Buyer and the Seller hereby acknowledge that concurrently with the delivery of the VTB Charge Mortgage, the Buyer is delivering a mortgage to the Seller, as set out in the Agreement of Purchase and Sale between the Buyer and Southridge Vista Inc., on the property municipally known as 7110 4th Line, Tottenham, which is legally described as Part Lots 1, 2 and 3, Concession 4, as in Instrument R01284373, save and except Part 1, Plan 51R-31629, subject to Instrument No. R0318906, Town of New Tecumseth, County of Simcoe, (the "VTB Mortgage") and the parties further acknowledge and agree that:

(a) default, non-observance or non-performance by the Buyer/Charger herein shall be deemed to be default by the Buyer/Charger under the terms of the VTB Mortgage, and vice versa, notwithstanding any acquiescence therein or forbearance by the Seller/Chargee herein or therein, as the case may be; and

(b) this VTB Charge Mortgage and the VTB Mortgage secure one and the same indebtedness, and payment under this Charge shall be deemed to be payment under the VTB Mortgage, and vice versa, and upon payment in full of the indebtedness secured by this Charge, the Buyer/Charger shall be entitled to a discharge of the VTB Mortgage, and vice versa.

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

INITIALS OF BUYER(S)

[Handwritten initials]

INITIALS OF SELLER(S)

[Handwritten initials]

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Jan 03 18 10:53p

p.6



Schedule A

Form 502
for use in the Province of Ontario

Agreement of Purchase and Sale - Business in Leased Premises



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

BUYER, Rockland Estates Inc.

SELLER, Woodington Lake Golf Club Inc.

for the purchase and sale of **7110 4th Line, Tottenham, Ontario**

dated the **22nd** day of **December** 20**17**

BUSINESS

The Buyer, its agents, employees and advisors, shall be permitted Sixty (60) Days following acceptance of this Agreement (the "Due Diligence Period") to determine the economic feasibility of this purchase, as related to the property, including income and expenses and examine all contracts, leases and tenancy agreements, if any, by such agents, consultants or other persons as it deems necessary. If written notice of waiver of this Due Diligence condition not delivered to the Seller or its solicitor on or before the expiration of the Due Diligence Period this Agreement of Purchase and Sale shall be rescinded and null and void, whereupon the deposit shall forthwith be returned to the Buyer in full, without deduction or any set off whatsoever, and the Buyer and Seller shall be automatically released from their obligations under this Agreement without liability to the other. This condition is inserted for the sole benefit of the Buyer and may be waived only by the Buyer in its sole, exclusive and unfettered discretion.

5:00 pm January 19, 2018

This Offer is conditional upon the approval of the terms hereof by the Seller's Solicitor. Unless the Seller gives notice in writing delivered to the Buyer or to the Buyer's address as hereinafter indicated personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto not later than ~~five (5) business days~~ following acceptance of this Agreement (excluding Saturday, Sunday and Statutory Holidays), that this condition is fulfilled, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. This condition is included for the benefit of Seller and may be waived at the Seller's sole option by notice in writing to the Buyer as aforesaid within the time period stated herein.

The Seller agrees that all secured and unsecured trade creditors are to be paid in full on closing.

The Seller and the Buyer agree that the purchase price is to be allocated as follows:

- Golf Course Development, Buildings and Parking - \$6,000,000.00
- Golf Course Equipment (including golf carts & irrigation) and Furniture, Computer & Clubhouse Equipment - \$3,000,000.00
- Goodwill - \$6,330,000.00

30 days after receipt of the Financial statements by the Seller by mutual

The Seller agrees to provide the Buyer, within thirty (30) days after acceptance of this Agreement, with a list of pre-booked events and/or contracts, showing deposits received by the Seller, which the Buyer agrees they shall assume after closing. The Seller agrees to credit the Buyer with any deposits, as an adjustment, on closing.

The Seller agrees to provide the Buyer within Thirty (30) days after acceptance of this Agreement a copy of Annual Financial Statements for the previous (Two) 2 Years.

S. H. ... in the parties

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

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

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Jan 03 18 10:54p

p.7



Schedule A Agreement of Purchase and Sale - Business in Leased Premises

Form 502
for use in the Province of Ontario



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

BUYER, Rockland Estates Inc.

SELLER, Woodington Lake Golf Club Inc.

for the purchase and sale of **7110 4th Line, Tottenham, Ontario**

dated the **22nd** day of **December** **2017**

The Seller agrees to provide, within thirty (30) days of acceptance of this Agreement, to the Buyer, an up to date list of chattels, machinery, equipment, appliances, furniture, furnishings, accessories and inventory (collectively the "Items") belonging to the Seller, as currently set out in Schedule "C". In the event that the said up to date list of the Items reveals any discrepancies and/or deficiencies with respect to the list of Items currently listed in Schedule "C", the Seller and the Buyer agree that there shall be no adjustment to the purchase price on closing. For the purposes of this clause, discrepancies and deficiencies to the Items on the up to date list shall include any items missing from the current list in Schedule "C", as well as any and all use, damage and depreciation to the Items.

The Seller agrees to make all payments required under the Employment Standards Act, VIC, CPP and Workers' Compensation (the "WSIB") up to the date of closing and to provide an undertaking and warranty to the Buyer, and its solicitor, that all wages, including vacation pay, severance pay and income tax have been paid in full, up to the date of closing.

The Seller agrees to train the Buyer in the operations of the Business for a period of ninety (90) days prior to the closing date hereof.

The parties acknowledge and agree that the existing employees may be retained, at the discretion of the Buyer. If such employees are retained, the Buyer agrees that the Seller shall not be responsible for termination or severance pay for any such employee.

The Buyer shall be entitled to assign its interest in this Agreement to a person, firm, partnership, corporation or other entity prior to the closing, provided that such assignment shall not release the Buyer from its obligations hereunder, up to the Closing Date. As a condition to any such assignment, the assignee shall covenant to be bound by the terms and conditions herein on the part of the Buyer to be observed and performed.

This Business Agreement of Purchase and Sale for Woodington Lake Golf Club Inc. is conditional upon the successful closing and completion of the Agreement of Purchase and Sale between Southbridge Vista Inc. and Rockland Estates Inc. in Trust for the property legally described as Part Lots 1, 2 and 3, Concession 4, as in Instrument RO1284373, save and except Part 1, Plan 51R-31629, subject to Instrument No. RO316906, in the Town of New Tecumseth, in the County of Simcoe, closing on the same date and time.

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

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

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Jan 03 18 10:55p

p.8



Schedule A Agreement of Purchase and Sale - Business in Leased Premises

Form 502
for use in the Province of Ontario



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

BUYER, Rockland Estates Inc.

SELLER, Woodington Lake Golf Club Inc.

for the purchase and sale of **7110 4th Line, Tottenham, Ontario**

dated the **22nd** day of **December**, 20**17**

The Parties to this transaction hereby acknowledge, agree and accept that when this Agreement becomes unconditional, the Buyer hereby irrevocably directs the Deposit Holder to release the total deposit monies held in trust by Coldwell Banker Royal Realty directly to the Seller within five (5) days following removal of all conditions.

The Seller covenants, represents and warrants to the Buyer, which covenants, representations and warranties shall survive the completion of this transaction:

- (a) it is the registered owner of the lands, with full right and power to convey the property to the Buyer;
- (b) it is not a "non-resident corporation" of Canada, within the meaning of Section 116 of the Income Tax Act;
- (c) no notice advising of any threatened or impending condemnation or expropriation has been received from any governmental authority, agency, department or board having jurisdiction over the property;
- (d) to the best of the Seller's knowledge and belief they have no knowledge of the property having been used for the storage, discharge or release of any poisonous, radioactive or harmful material, substances, pollutants, contaminants or wastes, or of there being environmental problems situate thereon; save and except for normal golf course practices;
- (e) the property has not been designated to be of cultural or historic interest by the local municipality;
- (f) the Seller has not received written notice of any administrative or judicial judgements, orders or decrees that relate to violations of Environmental Law with respect to the property or to the release, discharge, emission or disposal of Hazardous Materials on, to, from or under the property; and
- (g) the Seller has not received written notice of any Environmental Claim which remains outstanding against the Seller or against any person whose liability for an Environmental Claim the Seller has retained or assumed by contract or otherwise with respect to the property.

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

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

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Jan 03 18 10:55p

p.9



Schedule A
Agreement of Purchase and Sale
- Business in Leased Premises



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

BUYER, Rockland Estates Inc.

SELLER, Woodington Lake Golf Club Inc.

for the purchase and sale of **7110 4th Line, Tottenham, Ontario**

dated the **22nd** day of **December**, 20**17**

SELLER'S DELIVERIES ON CLOSING:

On or before five (5) business days prior to the Closing Date, unless specifically noted below, the Seller shall deliver to the Buyer the following documents:

- (a) A standard statement of adjustments as would be required for a transaction of this nature (the "Statement of Adjustments") at least Five (5) Business Days prior to the closing Date;
- (b) Original copies of any deliveries in the Seller's possession:
- (c) A statutory declaration of a senior officer of the Seller that the Seller is not a non-resident of Canada for purposes of the Income Tax Act (Canada) (the "Statutory Declaration");
- (d) Undertaking to re-adjust all items on the Statement of Adjustments;
- (e) A valid transfer of the Property in registrable form;
- (f) Statutory Declaration of a senior officer of the seller that the Property has never been occupied as a matrimonial home and that the Warrants and Covenants contain herein, have been complied with by the Seller as at Closing Date;
- (g) copies of all existing warranties for the Property in the Seller's possession
- (h) The assignment of all leases, contracts or other agreements being assumed by the Buyer.

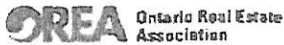
It is understood and agreed upon that the Seller will operate the existing business for the season of 2018 as a prudent owner. The Seller shall operate the business and maintain the property and buildings and all equipment that belong to the business in good workman like order.

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

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

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Form 574
for use in the Province of Ontario

Notice of Fulfillment of Condition(s) Agreement of Purchase and Sale - Commercial



BUYER: Rockland Estates Inc.

SELLER: Woodington Lake Golf Club Inc.

REAL PROPERTY: 7110 4th Line, Tottenham, Ontario

In accordance with the terms and conditions of the Agreement of Purchase and Sale - Commercial dated the 22nd day of December, 2017, regarding the above property, I/We hereby confirm that I/We have fulfilled the condition(s) which read(s) as follows:

This Offer is conditional upon the approval of the terms hereof by the Seller's Solicitor. Unless the Seller gives notice in writing delivered to the Buyer or to the Buyer's address as hereinafter indicated personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto not later than 5:00 p.m. January 19, 2018, that this condition is fulfilled, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. This condition is included for the benefit of Seller and may be waived at the Seller's sole option by notice in writing to the Buyer as aforesaid within the time period stated herein.

All other terms and conditions in the aforementioned Agreement of Purchase and Sale - Commercial to remain unchanged

For the purposes of this Notice of Fulfillment of Condition, "Buyer" includes purchaser, and "Seller" includes vendor.

DATED at WESTERLY FLORIDA on the 13th day of January, 2018

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal.

(Witness) _____ DATE: JAN 17 2018
 (Buyer/Seller/Authorized Signing Officer) _____
 (Witness) _____ DATE: JAN 21 2018
 (Buyer/Seller/Authorized Signing Officer) _____

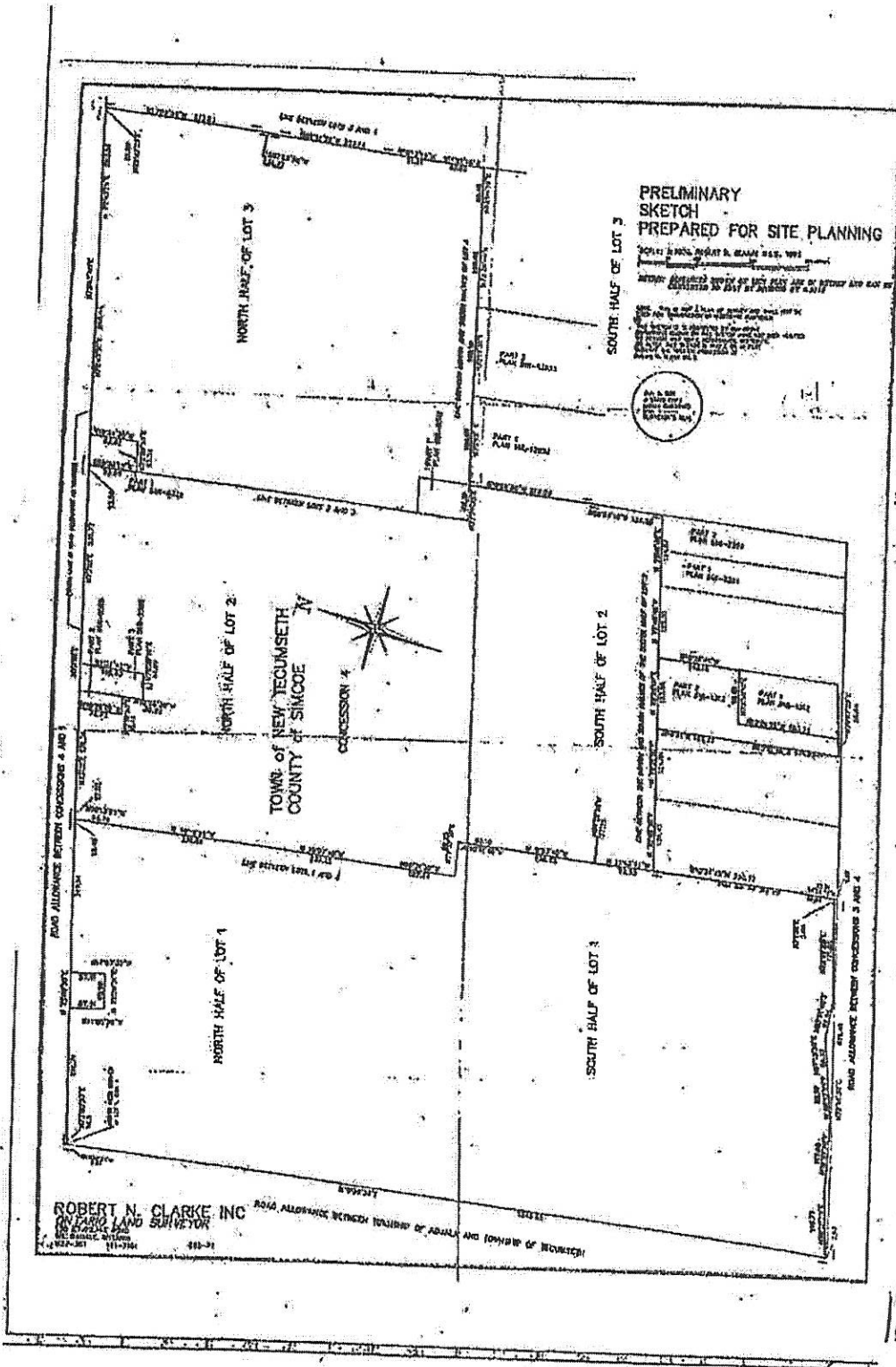
Receipt acknowledged at _____ a.m./p.m. this _____ day of _____, 20____ by _____

Print Name: _____ Signature: _____

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SCHEDULE B

SKETCH



Schedule "c"

Inventory as of June 2016 ~ Entire Clubhouse	
*Pro Shop Merchandise, Artwork, Halfway House not Included in Inventory count.	
Item	Total
Adding Machine - Sharp	7
Air Purifier - Bionaire	2
ATM Machine	1
Bar - Portable	1
Battery Back Up - APC Pro 1000	8
Battery Backup - APC 550	1
Battery Backup - APC Smart UPS 1500	1
Battery Backup - Deltec	2
Battery Backup - Eaton 5S	1
BBQ - NexGrille	1
BBQ - NXR Stainless	1
BBQ - Silver Giant	1
Buffet - 5' Black	2
Bureau - 2 doors, 3 drawers Oak	1
Bureau - Oval Blond + Mahogany	1
Cabinet - 2 door w/ locks black	1
Carpeted Risers - large	4
Carpeted Risers - small	3
Cash Register -	2
Cash Register - Royal	1
Cash Register Drawers	5
Celling Tile Case	4
Chair - Bar Stool Leaf Purple	17
Chair - Blue desk with rollers	3
Chair - Desk Rolling Blue	4
Chair - Desk Rolling Burgundy Leather	1
Chair - Desk Rolling Purple	1
Chair - Desk Rolling Teal	1
Chair - Desk Stationary Grey	2

JMA

Chair - Desk Stationary Purple	2
Chair - Desk Stationary Rust	1
Chair - DR Blue	130
Chair - DR Blueberry	208
Chair - Green Playing Card	59
Chair - Leaf Black w/rollers	32
Chair - Leaf Purple	1
Chair - Leaf Purple w/rollers	31
Chair - Metal Purple	40
Chair - Patlo Striped Mesh	60
Chair - Rose Upholstry	1
Chair - Teal/Purple	2
Chair - White Plastic Outdoor	60
Chalk Board - Wooden	1
Clock - La Crosse Wall Clock	1
Clock - Lathem Pay Clock	1
Clock - Round Wall Clock	1
Clock - Sioscan	2
Clock - Wall	1
Clothing Steamer	1
Coffee Maker - Keurig	2
Computer - Dell 9150	1
Computer - Dell Optiplex 3020	8
Computer - Dell Optiplex 3620	1
Computer - Dell Optiplex 745	5
Computer - Dell Optiplex 790	1
Computer - Dell Optiplex GX620	1
Computer - Dell PowerEdge SC1430 Server	1
Computer - Dell PowerEdge T100 Server	1
Computer - HP Pavillion Elite PC	1
Computer - HP Prollant ML350 GB Server	1
Computer - Lenovo ThinkCentre PC	3
Cooler - Coleman (blue + grey)	7
Cooler - Gatorade Dispensers	2

2/11

Cooler - Koolatron	2
Copy Machine - Toshiba Studio 4540c	1
Décor - Birch Tree Stands	6
Décor - Box Xmas Lights	1
Décor - Centerpiece	41
Décor - Centerpiece Candle w/vase	8
Décor - Cupcake Stand	1
Décor - Decoys	9
Décor - Fake Cherry Blossom Tree	1
Décor - Fake Ficus medium	2
Décor - Fake Ficus Tree medium	2
Décor - Fake Ficus Trees tall	2
Décor - Fake Flower Arrangement	1
Décor - Fake Ivy Plant	5
Décor - Fake Tree tall	1
Décor - Flower Stand	1
Décor - Frosted Vase w/bouquet	1
Décor - Garland w/Poinsettias	2
Décor - Misc. Xmas Trees	8
Décor - Plastic Flower Pot Large	2
Décor - Vase XL w/bouquet	1
Décor - Wedding Backdrop	20
Décor - White Vase w/bouquet large	2
Décor - Xmas Decorations In Bins	6
Décor - Xmas Lights, bin/box	3
Décor - Xmas Tree 14'	1
Décor - Xmas Tree 6'	1
Dehumidifier - Danby, large	1
Dehumidifier - Honeywell, large	1
Dehumidifier - Honeywell, small	1
Desk - 1/2 Round Greeting	1
Desk - Computer 2' x 2'	1
Desk - L-shape wood	2
Desk - Oval Blond + Mahogany	1

13A

Desk - Standard Wood	1
Desk - U-shaped unit with bookshelves	1
Desk - U-shaped unit with storage cabinet	3
Display - Mannequin	3
E - Broaster, 24L	1
E - Cooler, 2-door Glass Front	1
E - Cooler, 300 sq.ft walk In	1
E - Cooler, 50 sq.ft walk in	1
E - Dishwashing Unit, Hobart Multi-rack	1
E - Eyewash Station	1
E - Flat Top Griddle, 24"x24"	1
E - Flat Top Griddle, 24"x36"	1
E - Freezer, 300 sq.ft walk In	1
E - Freezer, 3-door	1
E - Freezer, Ice Cream	1
E - Freezer, Stand Up 50 cubic feet	1
E - Fridge, Sandwich Display 54"	1
E - Fryer, Vulcan 24L	5
E - Gas Grill, Vulcan 6-element	2
E - Gas Stove, 8 burner standard	1
E - Glass Washer, Moyer-Diebel rotary	1
E - Heat Lamp, Vulcan	2
E - Hobart Mixer + attachments, large	1
E - Hot Box - Cuisinart (1 door)	1
E - Hot Box - Metro BQ1700 (2 door)	1
E - Hot Box - Metro HM2000 (1 door)	2
E - Ice Machine, Hoshizaki 500lb	1
E - Ice Machine, Hoshizaki 50lb	1
E - Meat Slicer - Chesher	1
E - Meat Slicer, Berkel 12" electrical	1
E - Microwave, Amana Commercial	3
E - Mixer, handheld	1
E - Mixer, Hobart large w/attachments	1
E - Mixer, Kitchen Aid	1

12/11

E - Oven, Cinelli Esperia 8-tray convection	1
E - Oven, Vulcan Snorkel Convection	2
E - Oven, Vulcan Standard Restaurant	2
E - Portable Gas Stove	7
E - Prep Table, Kitchen stainless	5
E - Robo Coup R301 Ultra Series	1
E - Rotisserie, Hobart 16 capacity	1
E - Salamander, Vulcan	2
E - Slow Cooker, double	1
E - Steam Table, 3-bay	1
E - Steam Table, 4-bay	1
E - Steamer, Vulcan double-decker	1
E - Toaster, Hubert 4-slice	2
E - Tomato Dicer - shelf mounted	1
E - Towel Dispenser, Kimberly Clark	1
E - True - 3 door Fridge	1
E - Vulcan Fryer	1
E - Waffle Iron, Carbons Golden Malted	1
E - Warming Unit, 2-drawer	1
Easels	8
Fan - Large Floor Stand	1
Fan - Weatherworks	1
File Cabinet - 4 drawer	3
File Cabinet - 5 drawer Blue	2
File Cabinet - 5 drawer single	2
File Cabinet - 6 drawer	1
File Cabinet - double 3 drawer beech	1
File Cabinet - single 3 drawer grey	1
Fireplace - Muskoka Wall Mount Electric 35"	1
Fitness Equipment - Life Fitness Bike	1
Fitness Equipment - Life Fitness Recumbant Bike	1
Fitness Equipment - Life Fitness Stair Climber	1
Fitness Equipment - Life Fitness Strength Machine	1
Fitness Equipment - Life Fitness Treadmill	2

1/2A

Floor Pollsher	1
Fridge - Danby Mini	1
Fridge - Mini Pepsi	1
Fridge - True 2' x 2'	1
Garbage Can - Blue Recycling, square	1
Garbage Can - Blue Recycling, round	1
Garbage Can - Brass Metal	1
Garbage Can - Metal medlum	1
Garbage Can - metal mesh	3
Garbage Can - plastic	15
Garbage Can - Round Stainless large	8
Garbage Can - Rubbermaid, large	1
Garbage Can - Smokers Ceasefire	2
Garbage Can - Square Resin Indoor/Outdoor	4
Glasses - Anchor Mini Specialty Coffee 4oz	12
Glasses - Arcoroc Champagne Flat 5.25oz	64
Glasses - Arcoroc Champagne Flute	35
Glasses - Arcoroc Wine Carafe 8.5oz	12
Glasses - Bud pints	12
Glasses - Canadian pints	24
Glasses - Canadian pints	24
Glasses - Coors Light pints	24
Glasses - Cracked Canoe pints	50
Glasses - Creemore pints	48
Glasses - Crystal Clear 24oz Wine Goblet	7
Glasses - Guinness pints	24
Glasses - Hometrends 20 oz Wine	12
Glasses - Keiths pints	31
Glasses - Libbery Teardrop Wine 10.75oz	36
Glasses - Libbey Brandy	28
Glasses - Libbey Brandy 11.5oz	56
Glasses - Libbey Cosmo 8.5oz	84
Glasses - Libbey Embassy Beer 12oz	132
Glasses - Libbey Embassy Cordial Shot 1.5oz	36

WA

Glasses - Libbey Embassy Goblet 10.5oz	24
Glasses - Libbey Embassy Highball 10oz	24
Glasses - Libbey Embassy Wine 8.5oz	48
Glasses - Libbey Heavy Base Goblet 20oz	12
Glasses - Libbey pints	12
Glasses - Libbey Red Wine small	24
Glasses - Libbey Rock 8.5oz	85
Glasses - Libbey Shot 1oz	38
Glasses - Libbey Square Shot 2oz	427
Glasses - Libbey Whiskey Shot 1.5oz	90
Glasses - Libbey Wine Decanter 1/2L	36
Glasses - Margarita	18
Glasses - Sam Adams pint	24
Glasses - Sleeman pints	9
Glasses - Stella Artois 1/2 pints	13
Glasses - Stella Artois pints	24
Glasses - Twisted Tea carafes	6
Hamper - Green Rubbermaid	2
Hangers - Wood	8
Home Theatre System - Panasonic	1
Ice Pack - ZeroPack	15
Key Board - Lenovo	2
Keyboard - Dell	15
Keyboard - HP	1
Label Maker - PTouch	2
Laminater - Ibico	1
Lamp - Brass + Rose	1
Linen - Ivory/White	61
Linen - Purple	84
Linen - Round White	1
Linen Napkins - Ivory/White	147
Linen Napkins - Purple	153
Linen Skirts - Blue	2
Linen Skirts - Green	3

MA

Linen Skirts - Ivory	4
Linen Skirts - Purple	6
Linen Skirts - White	11
Liquor Inventory System - BERG	2
Locker Unit	1
Magazine Stand	2
Mail Station - Pitney Bowes Mail Station 2	1
Manequin - Full Body	2
Manequin - Upper Body	12
Microwave - Homestyle	0
Microwave - Panasonic	1
Microwave - Silvania	1
Mirror - Full Length Wood	1
Mirror - Shoe	1
Mixer - Kitchen Classics	1
Money Counter	1
Monitor - Dell	6
Monitor - Dell	2
Monitor - ELO	1
Monitor - Emachines	1
Monitor - HP Pavillion F1903	1
Monitor - RCA 30"	1
Monitor - View Sonic	1
Mop Bucket	2
Mouse - Acer	2
Mouse - Dell	5
Mouse - Lenovo	3
Mouse - Logitech	1
PA System - MM6 Amps	2
PA System - PAM 120 Amp	1
PA System - PAM 4000 Amp	1
PA System - PAM 9312 Amp	2
PA System - Protocol Amplifier	1
PA System - Rack	1

1/11

Paper Cutter	1
Paper Shredder - Fellow	1
Paper Shredder - Royal	1
Platter Stand	7
Power Bar	3
Power Bar - Belkin 750VA (8 outlet)	2
Power Bar - Noma (7)	1
Printer - Brother HL2240-1	1
Printer - Brother HL2270DW	2
Printer - Brother MFC 9340CDW	1
Printer - Epsom Chit Printer	4
Printer - Epsom M2447	1
Printer - HP Design Jet 130NR	1
Printer - PixMaa IP7220	1
Rack - Club Stand	2
Rack - Glove/Sock Display	1
Rack - Metal Linen Stand	4
Rack - Metal Slotted Wall	15
Rack - Metal Wine	1
Rack - Plastic Storage	2
Rack - Putter Display	2
Rack - Round Clothing Display	3
Rack - Sunglass Display	1
Safe - Duravault 2 door	2
Screen - White Projection	1
Seat - Booster Brown	2
Seat - Booster Green	4
Seat - High Chair	5
Security Monitor - Northern Star	2
Security Terminals - Hikvision	2
Shelving - Hat Display Unit	1
Shelving - Upright Display Unit	3
Shelving Unit - 5 compartment large	1
Shelving Unit - metal	1

1/1A

Side Table - Brass + Onyx Glass	1
Sign - Wet Floot 3'	2
Sofa - Beige w/Rose Love Seat	1
Sofa - Burgundy Leather Couch	1
Sofa - Burgundy Leather Loveseat	1
Speakers - White	5
Speakers - White rectangle	10
Speakers - White square	6
Spotlight on Tripod	1
Stage Extentions - uncarpeted	6
Stanchions	4
Stool - Cosco Step	1
Storage Bin - Rubbermaid Green	1
Storage Rack - 5' Green Metal	15
Storage Rack - 6' Silver Metal	2
Storage Rack - Coat Rack	2
Storage Rack - Coat Rack, small	4
Storage Rack - Metal Black	1
Storage Rack - Metal Utility Rack	3
Storage Rack - Metal Wine	3
Storage Rack - Rolling Rack	7
SW - Baking Pan, large	3
SW - Baking Pan, small	2
SW - Bar Shaker	3
SW - Basket, assorted buffet	35
SW - Basket, blue plastic	10
SW - Basket, bread, large	13
SW - Basket, bread, small	50
SW - Basket, flat, Grill Room	6
SW - Bin, clear assorted sizes	10
SW - Bin, white assorted sizes	19
SW - Bowl - Browne Oval Baker Dish	24
SW - Bowl, assorted decorative	31
SW - Bowl, Buffet large	9

1/27/14

SW - Bowl, onion soup	5
SW - Bowl, pasta	185
SW - Bowl, Punch Serving	1
SW - Bowl, soup	117
SW - Bowl, stainless mixing large	16
SW - Bowl, stainless mixing small	10
SW - Burner Holder w/lids	16
SW - Buspan, grey assorted sizes	18
SW - Buspan, grey slotted	2
SW - Cake Stand, glass w/lid	2
SW - Chaffing Dish, 1/2 deep	2
SW - Chaffing Dish, 1/2 regular	7
SW - Chaffing Dish, 1/2 shallow	10
SW - Chaffing Dish, 1/2 steamer	7
SW - Chaffing Dish, 1/3 deep	2
SW - Chaffing Dish, 1/3 regular	5
SW - Chaffing Dish, 1/3 shallow	6
SW - Chaffing Dish, full deep	13
SW - Chaffing Dish, full regular	10
SW - Chaffing Dish, full shallow	21
SW - Chaffing Dish, full steamer	6
SW - Chaffing Dish	13
SW - Chaffing Dish Lid	12
SW - Chaffing Dish Stand	14
SW - Cheese grater	2
SW - Coffee Cup, assorted	19
SW - Coffee Cup, banquet	232
SW - Coffee Cup, Grill Room	24
SW - Coffee Thermos	12
SW - Coffee Urn, stainless	1
SW - Condiment Stand, stainless	18
SW - Creamer	59
SW - Cutlery Tray	13
SW - Cutting Board, plastic assorted	8

Handwritten initials/signature

SW - Dispenser, ketchup	2
SW - Dispenser, mustard	2
SW - Dispenser, relish	2
SW - Flipper, plastic	11
SW - Fork, BBQ	5
SW - Fork, dessert	460
SW - Fork, dinner	410
SW - Fork, Grill Room	30
SW - Fork, salad	196
SW - Fry Pan, assorted	28
SW - Funnel, plastic	2
SW - Garlic press	1
SW - Gravy Boat	4
SW - Grill Flippers	6
SW - Ice Bucket w/stand	4
SW - Ice Cream Scoop	3
SW - Ice Scoop, large	3
SW - Ice Scoop, small	4
SW - Ice Sorbet Scoop	1
SW - Juice Dispenser, plastic	3
SW - Knife, assorted cheese	0
SW - Knife, Bread	5
SW - Knife, Butcher	9
SW - Knife, Cake serving set	2
SW - Knife, dinner	255
SW - Knife, Grill Room	20
SW - Knife, misc.	3
SW - Knife, Paring	8
SW - Knife, Steak	9
SW - Knife, Yellow Handle Butcher	1
SW - Knives, kitchen assorted	58
SW - Ladle, 1oz	2
SW - Ladle, 2oz	8
SW - Ladle, 3oz	1

16/11

SW - Squeeze Bottles, plastic	23
SW - Strainer, stainless large	2
SW - Strainer, wok	1
SW - Sugar Caddy	38
SW - Sugar Caddy, Grill Room	9
SW - Table Number Holder	32
SW - Tea Cup, Grill Room	232
SW - Tea Pot w/lid	21
SW - Tong, plastic	5
SW - Tong, rubber	4
SW - Tong, stainless assorted	25
SW - Tong, stainless w/black handle	4
SW - Tray Stand	6
SW - Tray, Bar, large	18
SW - Tray, Bar, small	4
SW - Tray, China serving	4
SW - Tray, Cutlery	14
SW - Tray, muffin baking	8
SW - Tray, plastic oblong	23
SW - Tray, Rolling Rack	89
SW - Tray, Serving, large	8
SW - Tray, Serving, small	8
SW - Tray, stainless oval assorted size	14
SW - Tray, Sterling Silver large	7
SW - Tray, Sterling Silver small	6
SW - Tray, white ceramic assorted	7
SW - Tray, white plastic assorted	23
SW - Whisks, assorted	5
SW - Wine Bucket	6
SW - Wine Bucket Stand	6
Table - 1/2 moon wood	1
Table - 4'	1
Table - 4' adjustable	4
Table - 4' wood	1

1/4

Table - 5' brown top	1
Table - 6' folding table	1
Table - 6' plastic	7
Table - 6' plastic folding	4
Table - 6' wood	2
Table - 6' wood	1
Table - 60" round	25
Table - 72" round	7
Table - 72" toppers	10
Table - 8' wood	3
Table - 8' wood	5
Table - Addidas Nesting Display	2
Table - Boardroom Table Oval Large	1
Table - Boardroom Table Round	3
Table - Coffee Table	3
Table - Coffee Table Bear w/glass	1
Table - Coffee Table Ikea	1
Table - End Table wood	2
Table - Grille Room Rectangular	10
Table - Grille Room Square to Round	4
Table - Misc. 2' x 2' square	2
Table - Patio Faux Granite Rectangle	10
Table - Patio Round	10
Table - Round Black	1
Table - Side Table	1
Tables - Golf Ball Dining Square	8
Tables - Golf Ball High Top Round	4
Tables - Round Banquet	15
Telephone - Ayaya	1
Telephone - Northern Telecom	15
Tools - 2-door Blue Metal Upright Unit w/yellow drawers	1
Tools - 10' Ladder	1
Tools - Echo Safety Helmet w/ear protectors	1
Tools - Waterloo Shop Series Tool Chest w/tools	1

H/A

Maintenance Capital Equipment Inventory

Year	Unit	Serial #	Current Value	Replacement For New	Insurance List
	4 Wheel Wagon w/1000gal Poly Tank		\$ 1,000.00		
2001	Agri Metal Blower	16609	\$ 2,000.00	\$ 5,000.00	\$ 2,000.00
2006	Bannerman Dimple Seeder	61-1106	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00
2005	Bannerman Flymo - 4 stroke	280000037	\$ 1,000.00	\$ 1,100.00	\$ 1,000.00
2006	Bannerman Flymo - 4 stroke	262016	\$ 1,100.00	\$ 1,100.00	\$ 1,100.00
1999	Bannerman Overseeder		\$ 2,000.00	\$ 15,000.00	\$ 2,000.00
	Befco Fertilizer Spreader	269852	\$ 2,600.00	\$ 3,236.00	
1996	Bergal Vac - SIN 100	45356	\$ 6,000.00	\$ 20,000.00	\$ 6,000.00
1999	Bob Cat 963 Skid Loader	562216190	\$ 15,000.00	\$ 40,000.00	\$ 15,000.00
	Box Scraper 8ft		\$ 1,600.00		\$ 1,600.00
	Brouwer Sod Cutter Mark 2	MK-213-253	\$ 1,500.00		
1990	Brouwer Sod Roller	n/a	\$ 500.00	\$ 6,000.00	
	C.H.E. 5' Rototiller	FH2000	\$ 2,000.00		
1997	Campbell Hausfield Air Compressor	212557892106T3	\$ 1,800.00		
1994	Carryall Beverage Cart	PG9438402640	\$ 1,000.00	\$ 8,000.00	
2004	Cat Skid Steer 226 Model 890009A	H980536677	\$ 15,000.00	\$ 30,000.00	\$ 15,000.00
	Champion Generator	118UN 1801057	\$ 1,200.00	\$ 2,300.00	
2010	Club Car 252	XG1037-127941			
2010	Club Car 252	XG1037-127943			
2010	Club Car 252	XG1037-127938			
2010	Club Car 252	XG1037-127097			
2010	Club Car Bev	AF1037-127591			
2010	Club Car Bev	AF1037-127576			
	Colgan Barn Hand Tools & Tool Box		\$ 4,000.00		
	Core Breaker 930	27803	\$ 2,009.00		
1995	Craftsman Drill Press	113-213211C	\$ 1,000.00	\$ 1,500.00	\$ 1,000.00
	Craftsman Push Mower	052405M000720	\$ 125.00		
	Craftsman Push Mower	051705M007268	\$ 125.00		
	Craftsman Snow Blower Walk Behind	005204-7337	\$ 600.00		
1999	Cushman Core Harvester	A98053667	\$ 3,000.00	\$ 6,500.00	\$ 3,000.00
2000	Cushman Truckster	2130360	\$ 4,000.00	\$ 10,000.00	
2002	Cushman Truckster 4 wheel	98008922	\$ 10,000.00	\$ 32,000.00	\$ 10,000.00
2006	Cushman Truckster 4 wheel	2276297	\$ 18,000.00	\$ 20,000.00	\$ 18,000.00
2006	Cushman Truckster 4 wheel	2338424	\$ 18,000.00	\$ 20,000.00	\$ 18,000.00
2014	Cyclone Blower	23050	\$ 8,000.00	\$ 8,000.00	
2009	Cyclone Blower Tow Behind w/Trailer	16806	\$ 6,500.00	\$ 6,500.00	\$ 6,500.00
1995	Devilbiss Gas Air Compressor 80g	51037415	\$ 1,800.00		
	Diesel Tank 1000 gal		\$ 940.00		
2006	Dutchman 48" Tree Spade		\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
	Echo Weedeater	581013004286	\$ 250.00	\$ 329.00	
2002	EZ Kleen Power Washer		\$ 2,000.00	\$ 3,000.00	\$ 2,000.00
1996	EZ-GO Range Picker	A-34697	\$ 1,000.00	\$ 8,000.00	
1998	EZ-GO Workhorse ST350	A-57363	\$ 2,000.00	\$ 11,000.00	\$ 2,000.00
	Fisher Plow 7.5		\$ 7,000.00		\$ 7,000.00
1995	Foley United Backknife Grinder	502	\$ 5,000.00	\$ 15,000.00	\$ 5,000.00
1995	Foley United Reel Grinder	631	\$ 10,000.00	\$ 30,000.00	\$ 10,000.00
2003	Ford Bus E450	1FDXE45F63HA4373	\$ 4,250.00		
2007	Ford F150 4x4		\$ 17,000.00		\$ 17,000.00
1998	Ford Moving Truck	1FDXF80C4WVA79874	\$ 18,000.00	\$ 40,000.00	\$ 18,000.00
1995	George Smyth Snow Blower		\$ 2,500.00	\$ 10,000.00	
2000	GMC Sierra 4x4		\$ 6,800.00		\$ 6,800.00
1980	Ground Pound Wacker		\$ 2,000.00	\$ 3,000.00	
1999	Honda Pump 2"		\$ 500.00	\$ 500.00	
2005	Honda Pump 3"		\$ 500.00	\$ 500.00	\$ 500.00
2005	Honda Pump 3"		\$ 500.00	\$ 500.00	\$ 500.00
1999	Honda Pump 3"		\$ 500.00	\$ 500.00	\$ 500.00

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2002 Jacobsen Greens King V1	622781699	\$	15,000.00	\$	30,000.00	\$	15,000.00
2002 Jacobsen Greens Walker	622802347	\$	3,000.00	\$	6,500.00	\$	3,000.00
2002 Jacobsen Greens Walker	622502372	\$	3,000.00	\$	6,500.00	\$	3,000.00
2002 Jacobsen Greens Walker	622801668	\$	3,000.00	\$	6,500.00	\$	3,000.00
Jacobsen Greens Walker	6228502256	\$	1,900.00			\$	1,900.00
Jacobsen Greens Walker 500A	6228502259	\$	1,900.00			\$	1,900.00
Jacobsen Groom Master II Sand Pro	8800901717	\$	4,000.00			\$	4,000.00
2006 Jacobsen LF 3400	6794901716	\$	48,000.00	\$	50,000.00	\$	48,000.00
2002 Jacobsen Walker Trailer	LM415	\$	800.00	\$	800.00		
2002 Jacobsen Walker Trailer	LM3715	\$	800.00	\$	800.00		
Jacobson AR-5	6808002493						
Jacobson AR-5	6808002638						
Jacobson AR-5	6808002381						
Jacobson AR-5	6808001818						
Jacobson AR-5 Rotary	6808001795	\$	1,000.00	\$	50,000.00		
Jacobson HR-511 Rotary	6911607115	\$	12,000.00	\$	80,000.00		
Jacobson LF3400 fwy	06794601756	\$	7,500.00	\$	50,000.00		
Jacobson LF3400 fwy	06794601743	\$	7,500.00	\$	50,000.00		
Jacobson LF3400 fwy	06794601741	\$	7,500.00	\$	50,000.00		
2005 JB&D 20' Tag Behind Sprayer 300g		\$	7,250.00			\$	7,250.00
1994 John Deere 2555 Tractor	CD4239T836425	\$	30,000.00	\$	50,000.00	\$	30,000.00
John Deere 3225 Fwy	TC3225C040164	\$	12,000.00	\$	12,000.00	\$	12,000.00
John Deere 3235C Fairway Unit	TC3235C010026	\$	10,000.00			\$	10,000.00
John Deere 42" Tree Spade				\$	5,000.00	\$	5,000.00
1994 John Deere 5200 Tractor	LV5200D221631	\$	12,000.00	\$	30,000.00	\$	12,000.00
1994 John Deere 5200 Tractor	LV5200D320021	\$	12,000.00	\$	30,000.00	\$	12,000.00
2002 John Deere 650H	T0650HX889205	\$	60,000.00	\$	500,000.00	\$	60,000.00
1998 John Deere Bush Hog 10ft	W00709C057366	\$	5,000.00	\$	12,000.00	\$	5,000.00
1990 John Deere Bush Hog 5ft	W00513X029914	\$	1,000.00	\$	4,000.00	\$	1,000.00
1998 John Deere Bush Hog 7ft	W00709C057366	\$	5,000.00	\$	12,000.00	\$	5,000.00
John Deere Gator 6x4 Diesel	VG06X4D028435	\$	6,750.00			\$	6,750.00
John Deere Greens Walker 260B	M0260BE030069	\$	1,300.00			\$	1,300.00
2000 John Deere Trailer	TC022BX010845	\$	500.00	\$	1,000.00		
John Deere Trailer	TC022BX010846	\$	600.00	\$	1,000.00		
John Deere Trailer	TC022BX010845	\$	600.00				
Kazuma 4x4 Mammoth 800		\$	7,200.00			\$	7,200.00
1988 Komatsu Bulldozer	42494	\$	20,000.00	\$	160,000.00	\$	20,000.00
Landpride Spring Rake 7' - LR2584	L127203	\$	1,200.00				
1996 Little Wonder Blower	00252N601011-1	\$	500.00	\$	1,000.00		
1996 Little Wonder Blower	00283N00115-1	\$	250.00	\$	1,000.00		
2010 Load Trail Trailer	4ZECH202XA1071063						
Maintenance Building Hand Tools		\$	10,000.00				
1993 Mark 3 - 350 Migwelder CM-147	V3993YX046502	\$	4,000.00			\$	4,000.00
Martatch 8ft Snow Blade		\$	4,000.00			\$	4,000.00
Massey Ferguson 461 Tractor 4wd	9852ER09041			\$	31,000.00		
Miller Stick Welder SRAC-4P	E55281	\$	2,000.00			\$	2,000.00
Mint Concrete Saw	294641	\$	500.00	\$	1,400.00		
2005 Motorola Hand Held Radios Irr	HT750	\$	700.00	\$	900.00	\$	700.00
2005 Motorola Hand Held Radios Irr	HT750	\$	700.00	\$	900.00	\$	700.00
New Holland T140 Tractor		\$	54,000.00	\$	54,000.00		
2001 Polaris Ranger	4XARD50A11D622013	\$	7,000.00	\$	16,000.00	\$	7,000.00
Poulan Chainsaw PP4218 - Refurbished	10018D400246	\$	140.00	\$	300.00		
2007 Progressive ProFX5 Gang Rotary	727455	\$	21,500.00	\$	21,500.00	\$	21,500.00
1999 Ridgid Cut Saw	9818250646	\$	300.00	\$	1,000.00		
Ruff & Turt Electric Cart	U08249W003910	\$	5,200.00			\$	5,200.00
Ryan GA30 Aerator	212250334	\$	1,000.00				
1995 Ryan Sod Cutter	95595808	\$	2,000.00	\$	6,000.00	\$	2,000.00
Sandpro 5040	08705-280000714						
Scraper Blade 7ft 3pht		\$	900.00			\$	900.00
Scraper Blade 7ft 3pht		\$	900.00			\$	900.00
Shindawa Trimmer T254	T1d413901136	\$	180.00	\$	280.00		
Shindawa Trimmer T344	T14913001021	\$	250.00	\$	350.00		

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Shindawa Trimmer T344	T14913001031	\$	250.00	\$	350.00		
Shindawa Trimmer TR42x	T20213001634	\$	329.00	\$	329.00		
Smithco Sprayer 8519		\$	3,500.00			\$	3,500.00
1998 Stihl Cutoff Saw		\$	1,000.00	\$	1,350.00		
1998 Stihl Cutoff Saw		\$	1,000.00	\$	1,350.00		
Stihl Hedge Trimmer	288015992	\$	350.00	\$	350.00		
Stihl MS271 Chainsaw	502053860						
1995 Stone Jumping Jack	2051281	\$	1,000.00	\$	3,000.00		
1995 Stone Jumping Jack	419608872	\$	1,000.00	\$	3,000.00		
1995 Stone Jumping Jack	4196088783	\$	1,000.00	\$	3,000.00		
Storage Sheds 20x30		\$	4,500.00			\$	4,500.00
1990 Super Tilt Trailer	3476	\$	3,000.00	\$	7,000.00		
1990 Super Tilt Trailer	3746	\$	3,000.00	\$	7,000.00		
1992 Super Tilt Trailer 6x10	2J9VTD223R1022630	\$	3,000.00	\$	7,000.00	\$	3,000.00
1988 Teldyne Forklift	TP08060589	\$	15,000.00	\$	25,000.00	\$	15,000.00
1994 Toro 2300 Top Dresser	44501-30378	\$	5,000.00	\$	8,000.00	\$	5,000.00
1998 Toro 3100 Sidewinder	320190563	\$	10,000.00	\$	40,000.00	\$	10,000.00
1997 Toro 3100 Sidewinder	320090157	\$	5,000.00	\$	40,000.00	\$	5,000.00
2006 Toro 3250 D Greens	04383-270000620	\$	32,000.00	\$	32,000.00	\$	32,000.00
Toro 3250 Greens	04357-313001677						
2003 Toro 3500 Sidewinder	30821-230000310	\$	17,000.00	\$	42,000.00	\$	17,000.00
2006 Toro 3500 Sidewinder	30839-2600008800	\$	39,000.00	\$	42,000.00	\$	39,000.00
Toro 3500-D Sidewinder	260000780	\$	14,500.00	\$	42,000.00		
Toro 3500-D Sidewinder	250000920	\$	14,500.00	\$	42,000.00		
Toro 3500-D Sidewinder	260000535	\$	14,500.00	\$	42,000.00		
Toro 4700	90868-250000121						
1994 Toro 5300 Fairway Mower	03530-50386	\$	4,000.00	\$	50,000.00	\$	4,000.00
2000 Toro 5400D Fairway 5 gang	03543-200000305	\$	10,000.00			\$	10,000.00
1995 Toro Fairway Aerator	09501-40169	\$	6,000.00	\$	15,000.00	\$	6,000.00
1994 Toro GM 3200 Greens/Tees/Approach	04350-50818	\$	5,000.00	\$	30,000.00	\$	5,000.00
1994 Toro GM 3200 Greens/Tees/Approach	04350-50550	\$	5,000.00	\$	3,000.00	\$	5,000.00
1994 Toro GM 3200 Greens/Tees/Approach	04345-60493	\$	5,000.00	\$	30,000.00	\$	5,000.00
1989 Toro Greens 3000-D	04375-10304	\$	3,000.00	\$	18,000.00		
1994 Toro Greens 3200-D	04381-70403	\$	5,000.00	\$	30,000.00		
1995 Toro Greens Aerator	09110-50180	\$	5,000.00	\$	9,000.00	\$	5,000.00
2000 Toro Greens Aerator	09110-20528	\$	3,000.00			\$	3,000.00
1996 Toro Greens Master 1000 Walk Mower	04052-51126	\$	2,000.00	\$	9,000.00	\$	2,000.00
1996 Toro Greens Master 1000 Walk Mower	04052-51126	\$	2,000.00	\$	9,000.00	\$	2,000.00
2008 Toro Greens Master 3150	04357-280001266	\$	29,154.00			\$	29,154.00
2005 Toro Greens Master 3250D	04383-250000946	\$	21,339.00			\$	21,339.00
2008 Toro Greens Master 3250D	04383-280001228	\$	33,408.00			\$	33,408.00
1994 Toro Network LTC Irrigation Control	91-0777CT 001053	\$	750.00	\$	1,900.00		
1994 Toro Network LTC Irrigation Control	91-0777CT 000760	\$	750.00	\$	1,900.00		
1994 Toro Network LTC Irrigation Control	91-0777CT 000230	\$	750.00	\$	1,900.00		
1994 Toro Network LTC Irrigation Control	91-0777CT 000683	\$	750.00	\$	1,900.00		
1994 Toro Network LTC Irrigation Control	91-0777A SN3844	\$	750.00	\$	1,900.00		
1994 Toro Network LTC Irrigation Control	91-0777A SN911	\$	750.00	\$	1,900.00		
1994 Toro Network LTC Irrigation Control	91-0777B SN6366	\$	750.00	\$	1,900.00		
1994 Toro Network LTC Irrigation Control	91-0545A SN5303	\$	750.00	\$	1,900.00		
1994 Toro Network LTC Irrigation Control	91-0545T 002237	\$	750.00	\$	1,900.00		
1994 Toro Network LTC Irrigation Control	91-0545T 002238	\$	750.00	\$	1,900.00		
1994 Toro Network LTC Irrigation Control	91-0777CT 001127	\$	750.00	\$	1,900.00		
1994 Toro Network LTC Irrigation Control	91-0777CT 001137	\$	750.00	\$	1,900.00		
1994 Toro Network LTC Irrigation Control	91-0777CT 001077	\$	750.00	\$	1,900.00		
1994 Toro Network LTC Irrigation Control	SST 91-1819 REV E 3874	\$	750.00	\$	1,900.00		
2005 Toro Osmac Irrigation Controller	56 Station	\$	4,500.00	\$	4,500.00	\$	4,500.00
2005 Toro Osmac Irrigation Controller	56 Station	\$	4,500.00	\$	4,500.00	\$	4,500.00
2005 Toro Osmac Irrigation Controller	56 Station	\$	4,500.00	\$	4,500.00	\$	4,500.00
2005 Toro Osmac Irrigation Controller	48 Station	\$	4,000.00	\$	4,000.00	\$	4,000.00
2005 Toro Osmac Irrigation Controller	48 Station	\$	4,000.00	\$	4,000.00	\$	4,000.00
2005 Toro Osmac Irrigation Controller	48 Station	\$	4,000.00	\$	4,000.00	\$	4,000.00
2005 Toro Osmac Irrigation Controller	48 Station	\$	4,000.00	\$	4,000.00	\$	4,000.00

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2005 Toro Osmac Irrigation Controller	48 Station	\$	4,000.00	\$	4,000.00	\$	4,000.00
2005 Toro Osmac Irrigation Controller	48 Station	\$	4,000.00	\$	4,000.00	\$	4,000.00
2005 Toro Osmac Irrigation Controller	48 Station	\$	4,000.00	\$	4,000.00	\$	4,000.00
2006 Toro Osmac Irrigation Controller	32 Station	\$	3,000.00	\$	3,000.00	\$	3,000.00
2006 Toro Osmac Irrigation Controller	32 Station	\$	3,000.00	\$	3,000.00	\$	3,000.00
2006 Toro Osmac Irrigation Controller	32 Station	\$	3,000.00	\$	3,000.00	\$	3,000.00
2006 Toro Osmac Irrigation Controller	32 Station	\$	3,000.00	\$	3,000.00	\$	3,000.00
2006 Toro Osmac Irrigation Controller	32 Station	\$	3,000.00	\$	3,000.00	\$	3,000.00
2006 Toro Osmac Irrigation Controller	32 Station	\$	3,000.00	\$	3,000.00	\$	3,000.00
2006 Toro Osmac Irrigation Controller	32 Station	\$	3,000.00	\$	3,000.00	\$	3,000.00
2006 Toro Osmac Irrigation Controller	32 Station	\$	3,000.00	\$	3,000.00	\$	3,000.00
2006 Toro Osmac Irrigation Controller	32 Station	\$	3,000.00	\$	3,000.00	\$	3,000.00
2006 Toro Osmac Irrigation Controller	16 Station	\$	2,200.00	\$	2,200.00	\$	2,200.00
2006 Toro Osmac Irrigation Controller	16 Station	\$	2,200.00	\$	2,200.00	\$	2,200.00
2006 Toro Osmac Irrigation Controller	16 Station	\$	2,200.00	\$	2,200.00	\$	2,200.00
2006 Toro Osmac Irrigation Controller	16 Station	\$	2,200.00	\$	2,200.00	\$	2,200.00
2006 Toro Osmac Irrigation Controller	16 Station	\$	2,200.00	\$	2,200.00	\$	2,200.00
2006 Toro Osmac Irrigation Controller	16 Station	\$	2,200.00	\$	2,200.00	\$	2,200.00
2008 Toro Procore 864		\$	22,391.00			\$	22,391.00
1998 Toro Reelmaster 5220D Fairway Gang	03540-80338	\$	2,500.00				
1990 Toro Sand Pro	08880-50537	\$	1,000.00	\$	17,000.00		
1995 Toro Sand Pro - 5000	08881-40442	\$	1,000.00	\$	17,000.00		
1997 Toro Sand Pro - 5020	08886-90170	\$	5,000.00	\$	17,000.00		
2006 Toro Sand Pro - 5040	08705-260000418	\$	16,000.00	\$	17,000.00	\$	16,000.00
2001 Toro Sidewinder 3500	30821-250000920	\$	10,500.00	\$	42,000.00		
2007 Toro Sidewinder 3500	30839-260000535	\$	10,500.00	\$	42,000.00		
2007 Toro Sidewinder 3500	30839-260000730	\$	10,500.00	\$	42,000.00		
1999 Toro Triplex 3200 D Greens	04381-60457	\$	8,000.00	\$	34,000.00	\$	8,000.00
1999 Toro Triplex 3200 D Tees	04381-70401	\$	8,000.00	\$	34,000.00	\$	8,000.00
2001 Toro Workman 2100 Workcart	07353TC-210000263	\$	3,000.00			\$	3,000.00
1995 Toro Workman Sprayer	07205-40342	\$	5,000.00	\$	45,000.00	\$	5,000.00
1989 Trailer Car		\$	4,000.00	\$	10,000.00	\$	4,000.00
1995 Ty-Crop Top Dresser	MH-400	\$	8,000.00	\$	32,000.00	\$	8,000.00
1989 Vermeer 40" Tree Spade		\$	7,000.00	\$	28,000.00	\$	7,000.00
1990 Vicon Fertilizer Spreader	22119-09081	\$	2,000.00	\$	5,000.00		
1990 Vicon Fertilizer Spreader	\$002800035	\$	1,000.00	\$	5,000.00		
Vicon Fertilizer Spreader PSH03	18470	\$	350.00	\$	5,000.00		
2010 Vicon Spreader 3pht		\$	1,200.00			\$	1,200.00
Wacker Roller	S06001001	\$	4,500.00	\$	13,000.00	\$	4,500.00
Weedeaters - 15 Used		\$	1,500.00			\$	1,500.00
2007 Yamaha U-Max Workcart - G23A	JU5-500379	\$		\$	5,995.00		
1999 Yardman Roto-tiller	1C049K40338	\$	1,500.00	\$	3,500.00	\$	1,500.00

JK

APPENDIX “F”

Amendment to Agreement of Purchase and Sale - Commercial

Form 570
for use in the Province of Ontario

BETWEEN:
BUYER: Rockland Estates Inc.
AND
SELLER: Southridge Vista Inc. and Woodington Lake Golf Club Inc.

RE: Agreement of Purchase and Sale - Commercial (Agreement) between the Seller and Buyer, dated the 22nd day of December, 2017, concerning the property known as 7110 4th Line, Tottenham as more particularly described in the aforementioned Agreement.

The Buyer and Seller herein agree to the following amendment(s) to the aforementioned Agreement:

Insert/Delete:

Delete:

Closing Date: October 30, 2018

Insert:

Closing Date: December 18, 2018

Upon execution of this Amendment by both the Buyer and the Seller, the Buyer shall pay to the Seller's agent, Coldwell Banker Ronan Realty, the second non-refundable deposit of Four Hundred Thousand Dollars (\$400,000.00) within 48 hours of the execution of this Amendment. Thereupon Coldwell Banker Ronan Realty shall be authorized and permitted to release the second deposit directly to the Seller forthwith upon receipt of the same. In the event that the Buyer fails to pay the second deposit of \$400,000.00 within 48 hours of the execution of this Amendment, then this Amendment shall be null and void and the original terms of the Agreement of Purchase and Sale, as amended by Amendments made on March 28, 2018 and May 30, 2018 and letter agreement made August 13, 2018, shall remain in full force and effect.

On closing the Buyer shall pay to the Seller the further sum of Eight Million Five Hundred Thousand Dollars (\$8,500,000.00) by certified cheque or bank draft, subject to adjustments.

The Buyer shall give back and grant to the Seller or cause to be granted to the Seller a mortgage securing the principal sum of Five Million Five Hundred Thousand Dollars (\$5,500,000.00) on the properties described as Part of Lots 31 and 32, Concession 9, and Part of Lots 16 and 17 Plan 132B, in the City of Vaughan, Regional Municipality of York and known municipally as 11720 Highway 27 in the City of Vaughan, Regional Municipality of York being all of PIN # 03349-0125 (LT) and PIN # 03349-0391 (LT) guaranteed by Vince and Elena Salvatore provided that the Seller agrees to permit a prior mortgages on the aforesaid properties not to exceed Twenty Million Dollars (\$20,000,000.00) on either the Vaughan or the Highway 27 properties. The mortgage in favour of the Seller shall run for a term of five years and shall bear interest at the rate of 3% per annum calculated semi-annually, not in advance, with payments of interest-only payable semi-annually. The Buyer shall have the privilege of prepaying any amounts due under the mortgage at any time or times without notice, bonus or penalty. The mortgage shall be due and payable upon the sale or transfer of the property.

INITIALS OF BUYER(S): 

INITIALS OF SELLER(S): 

Amendment to Agreement of Purchase and Sale - Commercial

Form 570
for use in the Province of Ontario

BETWEEN:
BUYER: Rockland Estates Inc.
AND
SELLER: Southridge Vista Inc. and Woodington Lake Golf Club Inc.

RE: Agreement of Purchase and Sale - Commercial (Agreement) between the Seller and Buyer, dated the 22nd day of December, 2017, concerning the property known as 7110 4th Line, Tottenham


as more particularly described in the aforementioned Agreement.

The Buyer and Seller herein agree to the following amendment(s) to the aforementioned Agreement:
Insert/Delete:

Insert:

As further additional security, the Buyer shall grant to the Seller or cause to be granted to the Seller a mortgage securing the principal sum of Five Million Five Hundred Thousand Dollars (\$5,500,000.00) on the property described as Part of the Northwest Quarter of Lot 28 and Part of Lot 29, Concession 5, in the City of Vaughan, Regional Municipality of York and known municipally as 11211 Weston Road in the City of Vaughan, being all of PIN #03345-0108 provided that the Seller agrees to permit a mortgage on the aforesaid property not to exceed Twenty Million Dollars (\$20,000,000.00). The mortgage in favour of the Seller shall run for a term of five years and shall bear interest at the rate of 3% per annum calculated semi-annually, not in advance, with payments of interest-only payable semi-annually. The Buyer shall have the privilege of prepaying any amounts due under the mortgage at any time or times without notice, bonus or penalty. The mortgage shall be due and payable upon the sale or transfer of the property. The said mortgage shall be guaranteed by Joseph Chetti.

INITIALS OF BUYER(S) 

INITIALS OF SELLER(S) 

IRREVOCABILITY: This Offer to Amend the Agreement shall be irrevocable by Buyer until 5:00 p.m.

on the 15th day of November, 2018, after which time, if not accepted, this Offer to Amend the Agreement shall be null and void.

For the purposes of this Amendment to Agreement, "Buyer" includes purchaser and "Seller" includes vendor. Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective solicitors who are hereby expressly appointed in this regard.

All other Terms and Conditions in the aforementioned Agreement to remain the same.

SIGNED, SEALED AND DELIVERED in the presence of:

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

Witness lines for the first signature block.

Signature: Rockwell Estates Inc
Signature: [Handwritten Signature]
DATE: Nov 14/2018
Buyer/Seller/Authorized Signing Officer (Seal)
Buyer/Seller/Authorized Signing Officer (Seal)

I, the Undersigned, agree to the above Offer to Amend the Agreement.

SIGNED, SEALED AND DELIVERED in the presence of:

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

Witness lines for the second signature block.

Signature: [Handwritten Signature]
DATE: Nov 15/2018
Buyer/Seller/Authorized Signing Officer (Seal)
Buyer/Seller/Authorized Signing Officer (Seal)

The undersigned spouse of the Seller hereby consents to the amendment(s) heretofore set out.

Witness lines for the spouse consent.

DATE: _____
(Seal)

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

and written was finally accepted by all parties on 10:15 a.m./p.m. on 15 day of November, 2018.

Signature: [Handwritten Signature]
Signature of Seller or Buyer

ACKNOWLEDGEMENT

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

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

Signature: [Handwritten Signature]
DATE: Nov 15, 2018
(Seller)

Signature: _____
DATE: _____
(Buyer)

Address for Service _____

Address for Service _____

Tel. No. _____

Tel. No. _____

Seller's lawyer: Colin Smith, Smith & Associates

Buyer's lawyer: Thomas Sheppard

Address: 23 Queen St. S. Toronto, Ont. L0G 1W0

Address: 488 Huron Street, Toronto, Ont. M5R 2R3

Email: ccsmith61@yahoo.ca

Email: tshppard@ssbrian.com

905-936-42216 905-936-4223

416-966-6885 416-966-6837

Tel. No. FAX No.

Tel. No. FAX No.

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APPENDIX “G”

ASSIGNMENT OF AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT made as of the 11th day of January, 2019 (the "**Effective Date**").

BETWEEN:

ROCKLAND ESTATES INC.

(the "**Assignor**")

OF THE FIRST PART

- and -

**WOODINGTON ESTATES INC.
("WOODINGTON ESTATES") AND
WOODINGTON MANAGEMENT INC.
"WOODINGTON MANAGEMENT")**

(Woodington Estates and Woodington Management
are collectively herein referred to as, the
"**Assignees**")

OF THE SECOND PART

WHEREAS Southridge Vistas Inc. ("**Southridge**") and the Assignor entered into an Agreement of Purchase and Sale dated December 22, 2017, as amended, (the "**Property Purchase Agreement**") whereby Southridge, as vendor, agreed to sell to the Assignor, as purchaser, the property municipally known as Woodington Lake Golf Club, Tottenham, Ontario as more particularly described in the Property Purchase Agreement (the "**Property**");

AND WHEREAS Woodington Lake Golf Club Inc. ("**Woodington Lake**") and the Assignor entered into an Agreement of Purchase and Sale dated December 22, 2017, as amended, (the "**Business Purchase Agreement**" together with the Property Purchase Agreement are hereinafter collectively referred to as the "**Purchase Agreement**") whereby Woodington Lake, as vendor, agreed to sell to the Assignor, as purchaser, the business known as Woodington Lake Golf Club operating from the Property as more particularly described in the Business Purchase Agreement;

AND WHEREAS Schedule A to the Purchase Agreement allows the Assignor to assign their interest in and to the Purchase Agreement to another corporation provided that such assignment shall not release the Assignor from its obligations thereunder up to the Closing Date and also the Assignor covenants to be bound by the terms and conditions of the Purchase Agreement on the part of the purchaser to be observed and performed;

AND WHEREAS the Assignor has agreed to assign the Property Purchase Agreement to Woodington Estates and to assign the Business Purchase Agreement to Woodington Management, and Woodington Estates has agreed to assume the Property Purchase Agreement and Woodington Management has agreed to assume the Business Purchase Agreement;

NOW THEREFORE in consideration of the mutual covenants and agreements hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties, the parties hereby covenant and agree as follows:

1. **Definitions**

In this Agreement, any capitalized term used herein and not otherwise defined herein shall have the respective meaning ascribed to such term in the Purchase Agreement.

2. **Assignment**

The Assignor hereby assigns and transfers unto Woodington Estates, the Assignor's right, title and interest in, to and under the Property Purchase Agreement, and all other rights, benefits and advantages accruing to the Assignor thereunder or arising therefrom, to have and to hold the same absolutely. The Assignor hereby assigns and transfers unto Woodington Management, the Assignor's right, title and interest in, to and under the Business Purchase Agreement, and all other rights, benefits and advantages accruing to the Assignor thereunder or arising therefrom, to have and to hold the same absolutely. The Assignor hereby agrees to fully indemnify and save harmless the Assignees from and against any and all proceedings, obligations, losses, penalties, fines, disbursements, interests, demands, liabilities, damages, costs, expenses, causes of action, suits, claims and judgments arising directly or indirectly from, in connection with or resulting from any breach by the Assignor of any obligation of the Assignor under the Purchase Agreement which arose, or relates to, the period prior to the Effective Date. This Agreement shall not release the Assignor from its obligations to Southridge or Woodington Lake under the Purchase Agreement prior to the Effective Date. The Assignor covenants to be bound by the terms and conditions of the Purchase Agreement, on the part of the purchaser thereunder to be observed and performed, up to the Closing Date, in favour of Southridge or Woodington Lake.

3. **Assumption**

The Assignees each hereby accept their respective assignment and transfer contained in Section 2 hereof. Woodington Estates covenants and agrees with the Assignor to assume, observe, perform and fulfill each and every covenant, proviso, obligation, term and condition of the Assignor in, to and under the Property Purchase Agreement, in respect of the interest therein assigned and transferred to the Assignees pursuant to this Agreement to the same extent as if it had been originally named as a party to the Property Purchase Agreement in the place of the Assignor. Woodington Management covenants and agrees with the Assignor to assume, observe, perform and fulfill each and every covenant, proviso, obligation, term and condition of the Assignor in, to and under the Business Purchase Agreement, in respect of the

interest therein assigned and transferred to the Assignees pursuant to this Agreement to the same extent as if it had been originally named as a party to the Business Purchase Agreement in the place of the Assignor. The Assignees hereby agree to jointly and severally fully indemnify and save harmless the Assignor from and against any and all proceedings, obligations, losses, penalties, fines, disbursements, interests, demands, liabilities, damages, costs, expenses, causes of action, suits, claims and judgments arising directly or indirectly from, in connection with or resulting from any breach by the (or any successor-in-interest to the Assignees, or those for whom they are responsible) of any obligation of either or both of the Assignees (or any successor-in-interest to the Assignees) under the Purchase Agreement which arises, or relates to, the period from and after the Effective Date.

4. Further Assurances

Each of the parties hereto shall execute and deliver such additional documents and instruments and shall perform such additional acts as may be necessary or appropriate in connection with this Agreement and all transactions contemplated by this agreement to effectuate, carry out and perform all of the covenants, obligations and agreements of this Agreement and such transactions.

5. Governing Law

This Agreement shall be construed and enforced in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

6. Successors and Assigns

All of the covenants and agreements herein shall be binding upon the parties hereto and their respective successors and assigns and shall enure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns.

7. Headings, Extended Meanings

The headings in this Agreement are inserted for convenience of reference only and shall not constitute a part hereof and are not to be considered in the interpretation hereof. In this Agreement, words importing the singular include the plural and vice versa; and words importing gender include all genders.

8. Counterparts

This Agreement may be executed in several counterparts and by facsimile/electronic transmission of an originally executed document, each of which shall be deemed to be an original, and all such counterparts shall constitute one and the same instrument.

9. Survival

The provisions of this Agreement shall survive the Closing.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first above written.

ROCKLAND ESTATES INC.

by 
Name: Joseph Chetti
Title: President

I have authority to bind the Corporation.

WOODINGTON ESTATES INC.

by 
Name: Joseph Chetti
Title: President

I have authority to bind the Corporation.

**WOODINGTON MANAGEMENT
INC.**

by 
Name: Joseph Chetti
Title: President

I have authority to bind the Corporation.

APPENDIX “H”

COMMERCIAL LEASE AGREEMENT

This Commercial Lease Agreement ("Agreement") is made and entered into as of the 15th day of December 2023, by and between **Woodington Estates Inc.** ("Landlord") and **1000736785 Ontario Limited** ("Tenant").

1. LEASED PREMISES

The Landlord leases to the Tenant, and the Tenant leases from the Landlord, the premises located at **7110 4th Line, Tottenham, Ontario, L0G 1W0, Canada** (the "Premises").

2. TERM

The term of this Lease shall be for ten (10) years, commencing on the 2nd day of April **2020**, and expiring on the 1st day of April **2030**, unless terminated earlier in accordance with the provisions of this Lease.

3. RENT AND INVESTMENT TERMS

3.1. Rent-Free Period:

The Tenant shall not be required to pay rent for the first five (5) years of the Lease term, in consideration of the Tenant's commitment to invest in substantial property improvements as outlined below.

3.2. Tenant's Investment:

The Tenant agrees to invest **\$4,000,000 CAD** in renovating and enhancing the property, including but not limited to significant improvements to the 36-hole golf course grounds, clubhouse facilities, and other property infrastructure (the "Investment").

3.3. Post-Investment Rent:

Beginning on the 15th day of December 2029 (the start of year six of the Lease), the Tenant shall pay a base rent of **\$10,000.00 CAD per month**, totaling **\$120,000.00 CAD per year**, payable in equal monthly installments in advance on the first day of each month.

3.4. Verification of Investment:

The Tenant agrees to provide periodic updates and detailed documentation to the Landlord confirming the progress and allocation of the \$4,000,000 Investment.

4. USE OF PREMISES

The Premises shall be used exclusively for the operation of a golf club and any ancillary activities related to such operation, and for no other purpose without the prior written consent of the Landlord.

5. TENANT'S OBLIGATIONS

The Tenant agrees to:

- a. Complete the renovations and improvements within the first five (5) years of the Lease term, subject to force majeure or other unavoidable delays.
- b. Maintain and keep the Premises in good repair and condition, reasonable wear and tear

excepted.

- c. Obtain all necessary permits, licenses, and approvals required for the operation of its business.
- d. Comply with all applicable laws, ordinances, regulations, and rules.

6. LANDLORD'S OBLIGATIONS

The Landlord agrees to:

- a. Maintain the structural integrity of the Premises, including the roof, foundation, and exterior walls.
- b. Provide quiet enjoyment of the Premises, subject to the terms of this Agreement.

7. INSURANCE

Both parties shall maintain appropriate insurance policies, including liability coverage. The Tenant shall provide proof of insurance to the Landlord upon request.

8. INDEMNITY

The Tenant agrees to indemnify and hold harmless the Landlord from any claims, damages, or liabilities arising out of the Tenant's use of the Premises, except for those caused by the negligence or misconduct of the Landlord.

9. ASSIGNMENT AND SUBLETTING

The Tenant shall not assign or sublet the Premises or any portion thereof without the prior written consent of the Landlord, which consent shall not be unreasonably withheld.

10. DEFAULT AND TERMINATION

10.1. Events of Default:

The following shall constitute an Event of Default:

- a. Failure to fulfill the investment commitment as specified in Section 3.2.
- b. Violation of any other provision of this Lease.

10.2. Landlord's Remedies:

In the event of a default, the Landlord may terminate this Lease and recover possession of the Premises, in addition to any other remedies available under law.

11. RENEWAL OPTION

The Tenant shall have the option to renew this Lease for one additional term of [insert number] years, upon providing written notice to the Landlord at least [insert number] months prior to the expiration of the initial term.

12. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.

13. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements or understandings, whether written or oral.

14. AMENDMENTS

Any amendments to this Lease must be in writing and signed by both parties.

SIGNATURES

Landlord:

Woodington Estates Inc.

By:  _____

Name: JOE CHETTI

Title: OWNER

Date: Dec 15-2023

Tenant:

1000736785 Ontario Limited

By:  _____

Name: JOE CHETTI

Title: A.S.O.

Date: Dec 15-2023

APPENDIX “I”



SUPERIOR COURT OF JUSTICE

COUNSEL SLIP/ ENDORSEMENT FORM

COURT FILE NO.: CV-24-725570-00CL DATE: NOVEMBER 27, 2024

NO. ON LIST: 2

TITLE OF PROCEEDING: **MELVYN EISEN v WOODINGTON ESTATES INC. et al**

BEFORE: **JUSTICE W.D. BLACK**

PARTICIPANT INFORMATION

For Plaintiff, Applicant, Moving Party, Crown:

Name of Person Appearing	Name of Party	Contact Info
David Ullman	Northbridge	dullmann@blaney.com
Danish Afroz, Harvey Chaiton	Melvyn Eisen	Dafroz@chaitons.com , harvey@chaitons.com

For Defendant, Respondent, Responding Party, Defence:

Name of Person Appearing	Name of Party	Contact Info
Tom Friedland	Goldy Metals Holdings Inc	tfriedland@goodmans.ca

For Other, Self-Represented:

Name of Person Appearing	Name of Party	Contact Info
Nicole Maragna	Silvio Construction Co. Ltd., lien claimant	nmaragna@bianchipresta.com

ENDORSEMENT OF JUSTICE W.D. BLACK:

- [1] This matter was scheduled as a motion to appoint Albert Gelman Inc. as receiver over the assets, undertaking and property of Woodington Estates Inc. (“Woodington”), including the real property owned by Woodington at 7110 4th line, Tottenham, Ontario (the “Golf Course Lands”).
- [2] On October 8, 2024, the receivership application was adjourned on terms and conditions set out in a letter agreement dated October 8, 2024 (the “Letter Agreement”). This agreement was confirmed in Kimmel J.’s endorsement of October 10, 2024.
- [3] The agreement required Woodington to provide post-dated cheques to the Lenders for monthly interest payments commencing on October 15, 2024.
- [4] Unfortunately one or more of these cheques was returned due to insufficient funds. The Letter Agreement provided that, in the event of non-payment of the monthly interest payments, Woodington had consented to the appointment of the receiver.
- [5] The motion scheduled for today was to give effect to that agreed consequence.
- [6] However, the parties have continued to discuss the matter, and reached a further agreement (contemplating a further opportunity for Woodington to pay the arrears). The parties also agreed on language to confirm the further agreement, as follows:
- “On consent, the Receivership Order in the form initialled by me shall issue and become effective upon Eisen or Goldy metals filing a certificate confirming non-payment by Woodington by wire transfer of the Monthly Interest Payment arrears and the December Monthly Interest Payment by 2:00 p.m. on Friday, November 29, or the non-payment by Woodington by wire transfer of any subsequent Monthly Interest Payments when due in accordance with the Adjournment Agreement between the parties, a copy of which is attached at Tab 2A of the Applicant’s motion record. Woodington shall also deliver to counsel for the Applicant and Goldy Metals by Friday, November 29, 2024, the duly executed Direction re Funds contemplated by the Adjournment Agreement failing which Woodington shall be in default and the applicant shall be entitled to the Receivership Order on or after Monday, December 2nd (2024), without notice to Woodington.”
- [7] Woodington’s counsel confirmed the agreement described above. He also noted that there is a sale pending of a related property, such that, in any event, Woodington may be in a position to redeem the debt at issue in the relatively near term, and asked that the Receiver not act in haste in the event that the outstanding interest payments are not met and the Receivership comes into being.
- [8] Counsel did not seek, and nor would I make, an order to that effect. I am confident that this Receiver – if its appointment is confirmed – will exercise its duties and discretion in a measured and appropriate fashion.
- [9] The parties expect that developments in the near term, and the results of whatever transpires, can be addressed in writing. I have advised the parties that, if need be, I would be prepared to see them early one morning next week if any issues arise.

[10] On Monday, December 2, 2024, I received confirmation from counsel, including by way of a signed certificate of non-payment, that no additional amounts have been paid. In the circumstances I have signed the receivership order sought, attached.



W.D. BLACK J.

RELEASED: DECEMBER 2, 2024

APPENDIX “J”

**WOODINGTON MANAGEMENT INC.
O/A WOODINGTON LAKES GOLF CLUB**

FINANCIAL STATEMENTS

DECEMBER 31, 2022

LAMIN OMAR DIBBA, CPA

2-3308 Lake Shore Blvd W.
Toronto Ontario
M8V 1M4

COMPILATION ENGAGEMENT REPORT

On the basis of information provided by management, I have compiled the balance sheet of **WOODINGTON MANAGEMENT INC. O/A WOODINGTON LAKES GOLF CLUB** as at December 31, 2022, and the statements of operations and deficit for the year then ended.

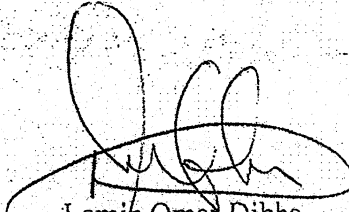
Management is responsible for the accompanying financial information, including the accuracy and completeness of the underlying information used to compile it and the selection of the basis of accounting.

My responsibility is to assist management in the preparation of the financial information.

I did not perform an audit engagement or a review engagement, nor was I required to perform procedures to verify the accuracy or completeness of the information provided by management. Accordingly, I do not express an audit opinion or a review conclusion, or provide any form of assurance on the financial information.

Readers are cautioned that the financial information may not be appropriate for their purposes.

Toronto, Ontario
October 11, 2024



Lamin Omar Dibba
CHARTERED PROFESSIONAL ACCOUNTANT

INDEX TO THE FINANCIAL STATEMENTS

FINANCIAL STATEMENTS

STATEMENT OF FINANCIAL POSITION – ASSETS

STATEMENT OF FINANCIAL POSITION – LIABILITIES

STATEMENT OF DEFICIT

STATEMENT OF OPERATIONS

SCHEDULE 1 – PRO SHOP OPERATIONS

SCHEDULE 2 – ADMINISTRATION OPERATIONS

SCHEDULE 3 – FOOD AND BEVERAGE OPERATIONS

NOTES TO FINANCIAL STATEMENTS

**WOODINGTON MANAGEMENT INC.
O/A WOODINGTON LAKES GOLF CLUB
STATEMENT OF FINANCIAL POSITION
AS AT DECEMBER 31, 2022**

ASSETS

CURRENT

Cash and cash equivalents	\$	332,242
Accounts receivable		74,298
Inventory		196,655
Prepaid deposits		8,336

Total Current Assets 611,531

CAPITAL

Property, plant and equipment	20,447,767
Less: Accumulated amortization	(2,694,731)

Net Capital Assets 17,753,036

TOTAL ASSETS \$ 18,364,567

The accompanying notes are integral part of these financial statements.

**WOODINGTON MANAGEMENT INC.
O/A WOODINGTON LAKES GOLF CLUB
STATEMENT OF FINANCIAL POSITION
AS AT DECEMBER 31, 2022**

LIABILITIES AND SHAREHOLDER EQUITY

LIABILITIES

CURRENT

Accounts payable and accrued charges	\$	1,161,155
Government remittances payable		172,059
Deferred revenue		205,870
CEBA loan		60,000

Total Current Liabilities 1,599,084

LONG-TERM

Mortgage payable		11,300,000
Due to shareholder		7,640,481

18,940,481

TOTAL LIABILITIES 20,539,565

SHAREHOLDER EQUITY

STATED CAPITAL 100

DEFICIT (2,175,098)

TOTAL SHAREHOLDER EQUITY (2,174,998)

TOTAL LIABILITIES AND SHAREHOLDER EQUITY \$ 18,364,567

The accompanying notes are integral part of these financial statements.

**WOODINGTON MANAGEMENT INC.
O/A WOODINGTON LAKES GOLF CLUB
STATEMENT OF DEFICIT
FOR THE YEAR ENDED DECEMBER 31, 2022**

BALANCE - BEGINNING OF YEAR	\$ (4,378,958)
NET INCOME FOR THE YEAR	2,203,860
BALANCE - END OF YEAR	\$ (2,175,098)

The accompanying notes are integral part of these financial statements.

**WOODINGTON MANAGEMENT INC.
O/A WOODINGTON LAKES GOLF CLUB
STATEMENT OF OPERATIONS
FOR THE YEAR ENDED DECEMBER 31, 2022**

REVENUES

Pro shop operations - Schedule 1	\$	4,692,989
Administration operations - Schedule 2		398,635
Food and beverage operations - Schedule 3		2,205,435

7,297,059

COST OF SALES

Pro shop operations - Schedule 1		324,879
Food and beverage operations - Schedule 3		639,205

964,084

GROSS PROFIT

6,332,975

EXPENDITURES

Pro shop operations - Schedule 1		895,028
Administration operations - Schedule 2		2,035,431
Food and beverage operations - Schedule 3		453,180
Amortization		745,476

4,129,115

INCOME BEFORE INCOME TAXES

\$ 2,203,860

INCOME TAXES

CURRENT		512,523
TAXES REFUNDABLE ON LOSSES CARRIED FORWARD		(512,523)

NET INCOME

\$ 2,203,860

The accompanying notes are integral part of these financial statements.

**WOODINGTON MANAGEMENT INC.
O/A WOODINGTON LAKES GOLF CLUB
SCHEDULE OF PRO SHOP OPERATIONS
FOR THE YEAR ENDED DECEMBER 31, 2022**

SCHEDULE 1

SALES

Green fees	\$ 1,743,440
Tournaments	1,693,485
Pro shop sales	605,474
Rental	546,825
Driving range	63,428
Lessons	40,337

4,692,989

COST OF SALES

Proshop merchandise	324,879
---------------------	---------

GROSS PROFIT

4,368,110

OPERATING EXPENSES

Wages and benefits	468,731
Golf course maintenance	162,396
Equipment maintenance	67,134
Supplies	49,124
Advertising and promotion	41,332
Utilities	33,543
Golf cart rental	24,596
Golf cart maintenance	17,565
Equipment rental	14,130
Office and general	9,333
Parking lot	7,144

895,028

NET INCOME FROM PRO SHOP OPERATIONS

\$ 3,473,082

The accompanying notes are integral part of these financial statements.

**WOODINGTON MANAGEMENT INC.
O/A WOODINGTON LAKES GOLF CLUB
SCHEDULE OF ADMINISTRATION OPERATIONS
FOR THE YEAR ENDED DECEMBER 31, 2022**

SCHEDULE 2

REVENUE

Service charges	\$	74,390
Credit card fees		16,285
Other		307,960

398,635

EXPENDITURES

Loan interest		1,243,000
Wages and benefits		229,546
Professional fees		191,043
Insurance		94,637
Advertising and promotion		74,219
Repairs and maintenance		71,092
Utilities		33,603
Bank charges		33,600
Permits		28,263
Telecommunications		14,011
Computer costs		11,983
Dues and fees		7,006
Office and general		3,428

2,035,431

NET LOSS FROM ADMINISTRATION OPERATIONS \$ (1,636,796)

The accompanying notes are integral part of these financial statements.

**WOODINGTON MANAGEMENT INC.
O/A WOODINGTON LAKES GOLF CLUB
SCHEDULE OF FOOD AND BEVERAGE OPERATIONS
FOR THE YEAR ENDED DECEMBER 31, 2022**

SCHEDULE 3

SALES

Sales \$ 2,205,435

COST OF SALES

Cost of goods sold 639,205

GROSS PROFIT

1,566,230

EXPENDITURES

Wages and benefits 248,233

Corporate event costs 83,981

Utilities 37,680

Repairs and maintenance 34,637

Merchant fees 32,010

Wedding event costs 16,639

453,180

NET INCOME FROM FOOD AND BEVERAGE OPERATIONS

\$ 1,113,050

The accompanying notes are integral part of these financial statements.

**WOODINGTON MANAGEMENT INC.
O/A WOODINGTON LAKES GOLF CLUB
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2022**

NOTE 1 - SIGNIFICANT ACCOUNTING POLICY

PROPERTY, PLANT AND EQUIPMENT

Property, plant and equipment are recorded at cost. The Company provides for amortization using the declining balance method. No amortization is recorded in the year of disposal. The annual amortization rates are as follows:

Buildings	4%
Roads and parking	8%
Club house furniture & equipment	20%
Power carts	30%
Vehicles	30%
Computer equipment	30%
Course equipment	20%
Golf course signs	50%
Course landscaping	4%

NOTE 2 – INVENTORY

Inventory is valued at the lower of cost and net realizable value on a weighted average and is comprised of the following:

Pro Shop	\$ 83,077
Food and non-alcoholic beverages	59,751
Liquor and wine	<u>53,827</u>
	\$ 196,655
	<u><u> </u></u>

**WOODINGTON MANAGEMENT INC.
O/A WOODINGTON LAKES GOLF CLUB
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2022**

NOTE 3 - PROPERTY, PLANT AND EQUIPMENT

	COST	ACCUMULATED AMORTIZATION	NET BOOK VALUE
Land	\$ 6,450,701	\$ -	\$ 6,450,701
Buildings	10,182,294	1,532,303	8,649,991
Roads and parking	1,299,813	160,496	1,139,317
Clubhouse furniture & equipment	305,377	170,048	135,329
Course machinery & equipment	891,298	450,510	440,788
Golf carts	351,847	171,711	180,136
Other course vehicles	120,145	91,298	28,847
Landscaping	663,615	26,545	637,070
Signs	14,474	12,385	2,089
Kitchen equipment	126,412	50,424	75,988
Computer equipment	41,791	29,011	12,780
	<hr/>	<hr/>	<hr/>
	\$ 20,447,767	\$ 2,694,731	\$ 17,753,036
	<hr/>	<hr/>	<hr/>

**WOODINGTON MANAGEMENT INC.
O/A WOODINGTON LAKES GOLF CLUB**

FINANCIAL STATEMENTS

DECEMBER 31, 2023

**WOODINGTON MANAGEMENT INC.
O/A WOODINGTON LAKES GOLF CLUB
STATEMENT OF FINANCIAL POSITION
AS AT DECEMBER 31, 2023**

ASSETS

CURRENT

Cash and cash equivalents	\$	296,427
Accounts receivable		95,381
Inventory		184,373
Prepaid deposits		8,336

Total Current Assets 584,517

CAPITAL

Property, plant and equipment	24,187,933
Less: Accumulated amortization	(3,616,198)

Net Capital Assets 20,571,735

TOTAL ASSETS \$ 21,156,252

The accompany notes are an integral part of these financial statements.

**WOODINGTON MANAGEMENT INC.
O/A WOODINGTON LAKES GOLF CLUB
STATEMENT OF FINANCIAL POSITION
AS AT DECEMBER 31, 2023**

LIABILITIES AND SHAREHOLDER EQUITY

LIABILITIES

CURRENT

Accounts payable and accrued charges	\$	1,377,852
Government remittances payable		244,744
Deferred revenue		131,077
CEBA loan		60,000

Total Current Liabilities 1,813,673

LONG-TERM

Mortgage payable		11,300,000
Due to shareholder		6,886,148

18,186,148

TOTAL LIABILITIES 19,999,821

SHAREHOLDER EQUITY

STATED CAPITAL 100

RETAINED EARNINGS 1,156,331

TOTAL SHAREHOLDER EQUITY 1,156,431

TOTAL LIABILITIES AND SHAREHOLDER EQUITY \$ 21,156,252

The accompany notes are an integral part of these financial statements.

**WOODINGTON MANAGEMENT INC.
O/A WOODINGTON LAKES GOLF CLUB
STATEMENT OF RETAINED EARNINGS(DEFICIT)
FOR THE YEAR ENDED DECEMBER 31, 2023**

BALANCE - BEGINNING OF YEAR	\$	(2,175,098)
NET INCOME FOR THE YEAR		3,331,429
<hr/>		
BALANCE - END OF YEAR	\$	1,156,331

The accompany notes are an integral part of these financial statements.

**WOODINGTON MANAGEMENT INC.
O/A WOODINGTON LAKES GOLF CLUB
STATEMENT OF OPERATIONS
FOR THE YEAR ENDED DECEMBER 31, 2023**

REVENUES

Pro shop operations - Schedule 1	\$	5,857,137
Administration operations - Schedule 2		749,397
Food and beverage operations - Schedule 3		2,437,731

9,044,265

COST OF SALES

Pro shop operations - Schedule 1		345,762
Food and beverage operations - Schedule 3		513,963

859,725

GROSS PROFIT

8,184,540

EXPENDITURES

Pro shop operations - Schedule 1		1,034,565
Administration operations - Schedule 2		2,280,643
Food and beverage operations - Schedule 3		616,436
Amortization		921,467

4,853,111

INCOME BEFORE INCOME TAXES

3,331,429

INCOME TAXES

CURRENT		811,328
TAXES REFUNDABLE ON LOSSES CARRIED FORWARD		(811,328)

-

NET INCOME

\$ 3,331,429

The accompany notes are an integral part of these financial statements.

**WOODINGTON MANAGEMENT INC.
O/A WOODINGTON LAKES GOLF CLUB
SCHEDULE OF PRO SHOP OPERATIONS
FOR THE YEAR ENDED DECEMBER 31, 2023**

SCHEDULE 1

SALES

Green fees	\$	2,408,545
Tournaments		2,004,925
Pro shop sales		786,785
Rental		578,431
Driving range		71,091
Lessons		7,360

5,857,137

COST OF SALES

Proshop merchandise		345,762
---------------------	--	---------

GROSS PROFIT

5,511,375

OPERATING EXPENSES

Wages and benefits		508,672
Golf course maintenance		220,488
Equipment maintenance		137,187
Supplies		67,891
Utilities		28,859
Advertising and promotion		23,122
Golf cart maintenance		18,802
Equipment rental		15,663
Office and general		9,061
Parking lot		4,820

1,034,565

NET INCOME FROM PRO SHOP OPERATIONS

\$ 4,476,810

The accompany notes are an integral part of these financial statements.

**WOODINGTON MANAGEMENT INC.
O/A WOODINGTON LAKES GOLF CLUB
SCHEDULE OF ADMINISTRATION OPERATIONS
FOR THE YEAR ENDED DECEMBER 31, 2023**

SCHEDULE 2

REVENUE

Service charges	\$	413,840
Other		299,126
Credit card fees		36,431

749,397

EXPENDITURES

Loan interest		1,243,000
Professional fees		440,115
Wages and benefits		291,519
Insurance		114,117
Repairs and maintenance		42,925
Computer costs		37,338
Permits		34,515
Utilities		33,333
Bank charges		15,810
Office and general		10,768
Advertising and promotion		7,788
Dues and fees		4,923
Telecommunications		4,492

2,280,643

NET LOSS FROM ADMINISTRATION OPERATIONS \$ (1,531,246)

The accompany notes are an integral part of these financial statements.

**WOODINGTON MANAGEMENT INC.
O/A WOODINGTON LAKES GOLF CLUB
SCHEDULE OF FOOD AND BEVERAGE OPERATIONS
FOR THE YEAR ENDED DECEMBER 31, 2023**

SCHEDULE 3

SALES

Sales \$ 2,437,731

COST OF SALES

Cost of goods sold 513,963

GROSS PROFIT

1,923,768

EXPENDITURES

Wages and benefits 484,873

Utilities 50,544

Corporate event costs 29,276

Wedding event costs 23,122

Repairs and maintenance 19,489

Merchant fees 9,132

616,436

NET INCOME FROM FOOD AND BEVERAGE OPERATIONS

\$ 1,307,332

APPENDIX “K”

Adam Zeldin

From: Adam Zeldin
Sent: December 6, 2024 4:00 PM
To: David T. Ullmann; Ariyana Botejue
Cc: Bryan Gelman; Steve Graff (sgraff@airdberlis.com); Samantha Hans; 'Joe Chetti'
Subject: RE: Woodington - Debtor Intro Email
Attachments: 28-11-24-Acknowledgment re Direction.docx

Hi again David,

As you are aware, Albert Gelman Inc. (“**AGI**”) was appointed as receiver (in such capacity, the “**Receiver**”) over the assets, undertaking and property of Woodington Estates Inc. on December 2, 2024. We understand from counsel to Melvyn Eisen and Goldy Metals Holdings Inc., and from recent Court endorsements on this matter, that prior to AGI’s appointment as Receiver, the receivership application was adjourned at the initial hearing subject to certain terms and conditions as agreed upon by the respective parties.

We further understand that, included in these terms and conditions, was the agreement to repay Melvyn Eisen and Goldy Metals Holdings Inc., amongst others, from the net sale proceeds of the transaction contemplated by the Agreement of Purchase and Sale dated January 24, 2022 between Torca Tottenham Ltd., Rock Garden Estates Inc., Rock Garden Development Corp. and Mr. Chetti. This agreement is reflected in the attached Acknowledgement re Direction which we have received from counsel to Melvyn Eisen.

In light of this agreement, and in line with the intentions and representations contained in Mr. Chetti’s sworn affidavit filed in connection with the receivership proceedings, we’d ask that Mr. Chetti please sign the attached Acknowledgement where applicable and return same to us at your earliest convenience.

We can discuss this on our 4:30 call today or otherwise make ourselves available should you have any questions.

Thanks,
Adam

From: Adam Zeldin
Sent: December 5, 2024 8:42 PM
To: David T. Ullmann <DUllmann@blaney.com>; Ariyana Botejue <ABotejue@blaney.com>
Cc: Bryan Gelman <bgelman@albertgelman.com>; Steve Graff (sgraff@airdberlis.com) <sgraff@airdberlis.com>; Samantha Hans <shans@airdberlis.com>; 'Joe Chetti' <joechetti@icloud.com>
Subject: RE: Woodington - Debtor Intro Email

Hi David – can you let us know if any of the suggested times per my email below work for you/Joe?

Thanks,

From: Adam Zeldin
Sent: December 5, 2024 12:28 PM
To: David T. Ullmann <DUllmann@blaney.com>; Ariyana Botejue <ABotejue@blaney.com>
Cc: Bryan Gelman <bgelman@albertgelman.com>; Steve Graff (sgraff@airdberlis.com) <sgraff@airdberlis.com>; Samantha Hans <shans@airdberlis.com>; 'Joe Chetti' <joechetti@icloud.com>
Subject: RE: Woodington - Debtor Intro Email

APPENDIX “L”

Adam Zeldin

From: David T. Ullmann <DUllmann@blaney.com>
Sent: December 9, 2024 2:52 PM
To: Adam Zeldin; Ariyana Botejue
Cc: Bryan Gelman; Steve Graff (sgraff@airdberlis.com); Samantha Hans; 'Joe Chetti'
Subject: RE: Woodington - Debtor Intro Email

Hello All,

I have spoken with Joe and he will be signing and sending the direction tonight. Sorry for the delay. I have been in court all day but have spoken to him now.

David

David T. Ullmann
Partner

dullmann@blaney.com

📞 416-596-4289 | 📠 416-594-2437

From: Adam Zeldin <azeldin@albertgelman.com>
Sent: December 9, 2024 11:29 AM
To: David T. Ullmann <DUllmann@blaney.com>; Ariyana Botejue <ABotejue@blaney.com>
Cc: Bryan Gelman <bgelman@albertgelman.com>; Steve Graff (sgraff@airdberlis.com) <sgraff@airdberlis.com>; Samantha Hans <shans@airdberlis.com>; 'Joe Chetti' <joechetti@icloud.com>
Subject: RE: Woodington - Debtor Intro Email

Hi David – following up on the below email and attached. Will Joe be executing the Acknowledgement/Direction?

Thanks,
Adam

From: Adam Zeldin
Sent: December 6, 2024 4:00 PM
To: David T. Ullmann <DUllmann@blaney.com>; Ariyana Botejue <ABotejue@blaney.com>
Cc: Bryan Gelman <bgelman@albertgelman.com>; Steve Graff (sgraff@airdberlis.com) <sgraff@airdberlis.com>; Samantha Hans <shans@airdberlis.com>; 'Joe Chetti' <joechetti@icloud.com>
Subject: RE: Woodington - Debtor Intro Email

Hi again David,

As you are aware, Albert Gelman Inc. (“AGI”) was appointed as receiver (in such capacity, the “Receiver”) over the assets, undertaking and property of Woodington Estates Inc. on December 2, 2024. We understand from counsel to Melvyn Eisen and Goldy Metals Holdings Inc., and from recent Court endorsements on this matter, that prior to AGI’s appointment as Receiver, the receivership application was adjourned at the initial hearing subject to certain terms and conditions as agreed upon by the respective parties.

We further understand that, included in these terms and conditions, was the agreement to repay Melvyn Eisen and Goldy Metals Holdings Inc., amongst others, from the net sale proceeds of the transaction contemplated by the Agreement of Purchase and Sale dated January 24, 2022 between Torca Tottenham Ltd., Rock Garden Estates

APPENDIX “M”

Adam Zeldin

From: David T. Ullmann <DUllmann@blaney.com>
Sent: December 10, 2024 12:30 PM
To: Steven L. Graff; Bryan Gelman; Adam Zeldin; Ariyana Botejue
Cc: Samantha Hans; 'Joe Chetti'
Subject: Re: Woodington - Debtor Intro Email

Steve, our client identified a drafting error in the direction. It's being remedied right now and sent to him. I hope we will have it this afternoon. I apologize for the delay. I was unaware of this issue when I spoke to my client yesterday afternoon.

David

Sent from my Bell Samsung device over Canada's largest network.

From: Steven L. Graff <sgraff@airdberlis.com>
Sent: Tuesday, December 10, 2024 12:11:06 PM
To: Bryan Gelman <bgelman@albertgelman.com>; David T. Ullmann <DUllmann@blaney.com>; Adam Zeldin <azeldin@albertgelman.com>; Ariyana Botejue <ABotejue@blaney.com>
Cc: Samantha Hans <shans@airdberlis.com>; 'Joe Chetti' <joechetti@icloud.com>
Subject: Re: Woodington - Debtor Intro Email

Please advise David. I thought you indicated that we would be receiving it last night? Please let us know asap. Thx.

Steven L. Graff
Partner

T 416.865.7726
E sgraff@airdberlis.com

Aird & Berlis LLP

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From: Bryan Gelman <bgelman@albertgelman.com>
Sent: Tuesday, December 10, 2024 11:48:56 AM
To: Steven L. Graff <sgraff@airdberlis.com>; David T. Ullmann <DUllmann@blaney.com>; Adam Zeldin <azeldin@albertgelman.com>; Ariyana Botejue <ABotejue@blaney.com>
Cc: Samantha Hans <shans@airdberlis.com>; 'Joe Chetti' <joechetti@icloud.com>
Subject: RE: Woodington - Debtor Intro Email

David and Mr. Chetti, we have not yet received the signed Direction Letter.

When can we expect to receive it?

Bryan A. Gelman, *CIRP, LIT*
Senior Managing Director

APPENDIX “N”

Adam Zeldin

From: Adam Zeldin
Sent: January 24, 2025 11:32 AM
To: Adam Zeldin
Subject: FW: Woodington
Attachments: DOC120124.pdf

From: David T. Ullmann <DULLmann@blaney.com>
Sent: January 8, 2025 2:33 PM
To: 'Steven L. Graff' <sgraff@airdberlis.com>; Samantha Hans <shans@airdberlis.com>
Cc: Bryan Gelman <bgelman@albertgelman.com>; Adam Zeldin <azeldin@albertgelman.com>; Anisha Samat <ASamat@blaney.com>; 'Joe Chetti' <joechetti@icloud.com>
Subject: RE: Woodington

Hello Steve and Samantha,

I understand that your client (Adam) had an extended call with our client yesterday and I think it was discussed that much of the information that you are missing can be sought from Joe Chetti's accountant. He has provided me with the following contact information and we encourage Adam to contact him to see what can be gathered from that source related to your inquiries below.

MARVIN WINICK, [REDACTED].

As to the Lease, I attach the form of lease provided to me by Mr. Chetti.

Finally, I am available for the proposed court hearings on February 11 or 12th. However, I should say that I am advised by Mr. Chetti, who I believe said the same to your client yesterday, that there is apparently a mortgage commitment inbound this week from Plazacorp which will provide take out funding for the secured lenders. If that comes to pass, our client would likely not wish to see the property marketed or sold. Indeed, the receivership would likely come to an end. As such, while I consent to the booking of the date, I hope your team can wait out the week before putting pen to paper on that matter, beyond securing the aforementioned dates.

After you have reviewed the lease and spoken with the accountant, lets circle back and see what remains outstanding which remains necessary.

David

David T. Ullmann
Partner

dullmann@blaney.com

📞 416-596-4289 | 📠 416-594-2437

From: Steven L. Graff <sgraff@airdberlis.com>
Sent: January 7, 2025 7:40 PM
To: David T. Ullmann <DULLmann@blaney.com>
Cc: Samantha Hans <shans@airdberlis.com>; Bryan Gelman <bgelman@albertgelman.com>; 'Adam Zeldin' <azeldin@albertgelman.com>; Anisha Samat <ASamat@blaney.com>
Subject: RE: Woodington

Hi David! HNY to you! Hope you had a great break!

APPENDIX “O”



HEAD OFFICE:/SIEGE SOCIAL:
TORONTO, ONTARIO

BIP 501517357067442789230125 REGISTERED

PAGE 1 OF 6

TO: GOLDY METALS HOLDINGS INC.
31 AVA CRES
RICHMOND HILL ON
L4B 2X3

GTA EAST REGIONAL OFFICE
59 WESTNEY RD S
AJAX, ONTARIO
L1S 2C9

JAN 03,2025

RE: POLICY NUMBER: 5-01517357

POLICY EFFECTIVE DATE: MAR 08,2024

INSURED: WOODINGTON MANAGEMENT INC., AN
7110 4TH LINE
TOTTENHAM ON
LOG 1W0

POLICY CANCELLATION DATE: JAN 23,2025

LOCATION OF PROPERTY: 7110 4TH LINE TOTTENHAM ON LOG 1W0

LOSS PAYABLE TO: GOLDY METALS HOLDINGS INC.

Notice of insurance policy termination

Hello,

We're writing to you today to inform you of termination of the above-mentioned policy, in accordance with the statutory or policy conditions.

This policy is being cancelled for non-payment of an outstanding premium.

Your coverage will cease on the policy cancellation date shown above.

If you have any questions, please contact the insured. Thank you.

Intact Insurance Company
Intact Compagnie d'assurance

Authorized representative / Signataire autorisé(e) de l'assureur

COPIES: FSB COMMERCIAL LTD.

APPENDIX “P”

Adam Zeldin

From: Steven L. Graff <sgraff@airdberlis.com>
Sent: January 23, 2025 9:06 AM
To: Adam Zeldin; Bryan Gelman
Cc: Samantha Hans
Subject: FW: Woodington
Attachments: Woodington Management Insurance Cancellation Jan 03 2025.pdf

FYI.,

Steven L. Graff
Partner

T 416.865.7726
E sgraff@airdberlis.com

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From: Steven L. Graff <sgraff@airdberlis.com>
Sent: January 23, 2025 2:48 AM
To: David Ullmann <dullmann@blaney.com>
Cc: Anisha Samat <ASamat@blaney.com>; Samantha Hans <shans@airdberlis.com>
Subject: Woodington

Hi David,

The Receiver was sent the attached cancellation notice yesterday with respect to the an insurance policy held by Woodington Management Inc.

I understand that the Receiver has already been in contact with your client on this, and that the Receiver was advised that payment in respect of same would be made tomorrow. Please confirm this is the case and provide proof of payment immediately. We would also appreciate prompt evidence of the reinstatement of the policy. As you can appreciate, this is critical as the policy covers many areas, including, to my understanding, the Clubhouse.

Separately, the timetable discussed at the scheduling appointment for the March 6th hearing contemplated the provision of all requested information, to the extent Mr. Chetti had such, by last Friday. As no further documents have been received, we assume there is nothing further in your client's possession that would be relevant to the requested information. As you are aware, we are lacking much of the information and documentation relevant to the entities and assets involved in this receivership. Accordingly, the absence of this documentation is very concerning.

.

Thanks,

Steven L. Graff
Partner

T 416.865.7726

F 416.863.1515

E sgraff@airdberlis.com

Aird & Berlis LLP | Lawyers

Brookfield Place, 181 Bay Street, Suite 1800
Toronto, Canada M5J 2T9 | airdberlis.com



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APPENDIX “Q”

Adam Zeldin

From: Bryan Gelman
Sent: January 27, 2025 10:18 AM
To: Joe Chetti
Cc: Adam Zeldin; David T. Ullmann; Steve Graff (sgraff@airdberlis.com); Anisha Samat; Samantha Hans; Bryan Gelman
Subject: RE: Woodington

Thank you for the reply Joe. The buildings need insurance for fire etc. I disagree with you that there is no risk.

We also collectively need third party liability. We are attempting to source this through our broker, but the cost will be significant and far more compared to what you can obtain.

Please add Albert Gelman Inc. as a named insured as it relates to the Land and assets owed by Woodington Estates Inc.

Who is your broker and when do you expect to get an update from the broker?

Bryan A. Gelman, *CIRP, LIT*
Senior Managing Director



Albert Gelman Inc. | T: 416.504.1650 ext. 115 | E: bgelman@albertgelman.com | A: 250 Ferrand Dr., Suite 403, Toronto, ON, M3C 3G8 www.albertgelman.com

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From: Joe Chetti <joechetti@icloud.com>
Sent: January 27, 2025 10:07 AM
To: Bryan Gelman <bgelman@albertgelman.com>
Subject: Re: Woodington

I am working with the Broker to find cheaper insurance The course is Closed and there is no risk of anything it should be done this week !!
Sent from my iPhone

On Jan 27, 2025, at 9:51 AM, Bryan Gelman <bgelman@albertgelman.com> wrote:

Joe please reply right away. I'm sure you can appreciate how important this is. We need confirmation of payment and that the policy has been reinstated by noon today please.

Bryan A. Gelman, *CIRP, LIT*

Senior Managing Director

<image001.jpg>

Albert Gelman Inc. | T: 416.504.1650 ext. 115 | E: bgelman@albertgelman.com | A: 250
Ferrand Dr., Suite 403, Toronto, ON, M3C 3G8 www.albertgelman.com

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From: Adam Zeldin <azeldin@albertgelman.com>
Sent: January 27, 2025 9:32 AM
To: 'Joe Chetti' <joechetti@icloud.com>
Cc: David T. Ullmann <DUllmann@blaney.com>; Steve Graff (sgraff@airdberlis.com)
<sgraff@airdberlis.com>; Anisha Samat <ASamat@blaney.com>; Samantha Hans
<shans@airdberlis.com>; Bryan Gelman <bgelman@albertgelman.com>
Subject: RE: Woodington

Hi Joe,

We didn't hear back on this. Can you please confirm if you made the payment to the insurance company?

Thanks,
Adam

From: Adam Zeldin <azeldin@albertgelman.com>
Sent: January 23, 2025 2:51 PM
To: 'Joe Chetti' <joechetti@icloud.com>
Subject: Re: Woodington

Hi Joe, please send confirmation that the insurance was paid today.

Thanks,
Adam

From: Adam Zeldin
Sent: Wednesday, January 22, 2025 9:36:44 AM
To: 'Joe Chetti' <joechetti@icloud.com>
Subject: RE: Woodington

Joe – For further context, we were sent the attached notice of insurance policy termination, and wanted to discuss your intentions for insuring the property.

Thanks,

From: Adam Zeldin
Sent: January 22, 2025 9:28 AM
To: 'Joe Chetti' <joechetti@icloud.com>
Subject: Woodington

Morning Joe,

Can we have a call this morning to discuss the Woodington insurance policy?

Thanks,
Adam

Adam Zeldin, CPA, CA, CIRP, LIT
Managing Director (Ontario)

<image001.jpg>

Albert Gelman Inc. | T: 416.504.1650 ext. 129 | E: azeldin@albertgelman.com | A: 250
Ferrand Dr., Suite 403, Toronto, ON, M3C 3G8 www.albertgelman.com

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APPENDIX “R”

SALE PROCESS
(the “Sale Process”)

WOODINGTON ESTATES INC. et al.

Introduction

1. Pursuant to an order of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) made on December 2, 2024, Albert Gelman Inc. was appointed as receiver (in such capacity, the “**Receiver**”) over the assets, undertaking and property of Woodington Estates Inc. (the “**Woodington Estates Property**”), including the real property known municipally as 7110 4th Line, Tottenham, Ontario (the “**Real Property**”) pursuant to proceedings commenced at the Court bearing court file number CV-24-00725570-00CL (the “**Receivership Proceedings**”).

2. While Woodington Estates Inc. (“**Woodington Estates**”) is the registered owner of the Real Property, the business and assets of Woodington Lake Golf Club (the “**Golf Course**”), which operates on the Real Property, are currently operated and overseen by 1000736785 Ontario Limited (“**785**”) (and were formerly operated and overseen by Woodington Management Inc. (“**Woodington Management**”)), entities related to Woodington Estates.

3. On March 6, 2025, pursuant to a motion made to the Court by the Receiver, 785 and Woodington Management were added as respondents in these Receivership Proceedings for the purpose of marketing and selling the assets of 785 and Woodington Management in this Sale Process together with the Woodington Estates Property, and, in furtherance thereof, the Receiver was appointed, in a limited capacity, over the assets, undertaking and property of 785 and Woodington Management, including the Golf Course (collectively, and together with the Woodington Estates Property, the “**Property**”).

4. Also on March 6, 2025, the Receiver requested that the Court make an order (the “**Sale Process Order**”), among other things, authorizing the Receiver to conduct the Sale Process, as described herein. The Receiver intends to provide all qualified interested parties with an opportunity to participate in the Sale Process.

The Opportunity

5. The Sale Process is intended to solicit interest in and opportunities for one or more value maximizing transactions by way of sale in respect of the Property (a “**Transaction**”).

6. This document (the “**Sale Process Procedures**”) describes the Sale Process, including the manner in which individuals, corporations, limited and unlimited liability companies, general and limited partnerships, associations, trusts, unincorporated organizations, joint ventures, governmental organizations or other entities may gain access to or continue to have access to due diligence materials concerning the Property, how bids involving the Property will be submitted to and dealt with by the Receiver and how Court approval will be obtained in respect of a Transaction.

7. The Sale Process contemplates a process that involves the submission by interested parties of binding offers by the Bid Deadline (as defined below).

Key Dates

Milestone	Targeted Deadline
Anticipated Commencement Date	March 6, 2025
Distribution of Sale Process Materials (i.e., Teaser Letter, NDA, etc.)	March 6, 2025, or as soon as reasonably practicable following this date
Bid Deadline	April 21, 2025
Sale Approval Motion	Week of May 5, 2025, subject to Court availability
Closing of Transaction(s)	30 days after the date of the Sale Approval Order or such other date as the parties may agree

Commencement of Sale Process

8. The Sale Process shall commence upon the date of the Sale Process Order or on a further date as reasonably determined by the Receiver (the “**Commencement Date**”).

9. As soon as reasonably practicable after this Court’s approval of the Sale Process Order, the Receiver, in consultation with any realtor or other advisor retained by the Receiver in connection with the Sale Process, shall:

- (a) with input from 785 and Woodington Management, prepare a list of parties who may be interested in engaging in a Transaction in respect of the Property (the “**Known Potential Bidders**”);
- (b) prepare and deliver to the Known Potential Bidders a non-confidential initial offer summary document (“**Teaser Letter**”) describing the opportunity in respect of the Property;
- (c) publish a notice advertising the Sale Process in a national publication and/or such other publications as the Receiver may deem appropriate or advisable; and
- (d) post the Sale Process Order, including the Sale Process Procedures and other relevant materials, on its website, under the appropriate matter heading, at the following URL: <https://www.albertgelman.com/corporate-solutions/other-engagements/> (the “**Case Website**”).

Due Diligence

10. Any party who wishes to participate in the Sale Process (a “**Potential Bidder**”) must advise the Receiver in writing of their interest in participating in the Sale Process and must execute and

deliver a non-disclosure agreement (“**NDA**”) in form and substance satisfactory to the Receiver. A form of NDA prepared by the Receiver will be provided to Potential Bidders.

11. Starting on the Commencement Date, the Receiver will provide the Potential Bidders, who have provided the Receiver with an appropriately executed NDA, with access to an electronic data room (the “**EDR**”). The EDR will be maintained by the Receiver and will contain information about the Property, including corporate, financial and other relevant documents provided to the Receiver, together with such other information as any Potential Bidder may request and to which the Receiver has access and may approve.

12. The Receiver and its advisors make no representation or warranty as to the accuracy or completeness of the information contained in the EDR, or any other information provided through the due diligence process. Further, and for the avoidance of doubt, selected due diligence materials may be withheld from certain Potential Bidders if the Receiver determines such information represents proprietary or competitive information.

“As is, Where is” Basis

13. Any Transaction in respect of the Property will be on an “as is, where is” basis and without surviving representations or warranties of any kind, nature, or description by the Receiver or any of its respective agents, partners, shareholders, officers, directors, employees or advisors, and, in the event of a sale, all of the right, title and interest of the Receiver, Woodington Estates, 785 and Woodington Management in and to the Property will be sold free and clear of all pledges, liens, security interests, encumbrances, claims, charges, options, and interests therein and thereon pursuant to Court orders, except as otherwise provided in such Court orders.

Bid Deadline

14. Any Potential Bidder who wishes to propose a Transaction in respect of some or all of the Property (a “**Bid**”, and the Potential Bidder, a “**Bidder**”), shall submit its Bid to the Receiver by email, at the contact information below, by no later than **5:00 p.m. EST on April 21, 2025** (the “**Bid Deadline**”):

Albert Gelman Inc.,
in its capacity as Receiver of Woodington Estates Inc.
Attn: Adam Zeldin
Tel. 416.504.1650 (ext. 129)
Fax. 416-504-1655
Email: azeldin@albertgelman.com

15. Only Bids received that are Qualified Bids (as defined below) will be considered by the Receiver.

16. The Receiver shall be entitled to negotiate and to seek clarification of or improvements to a Bid as soon as it is filed, and need not wait until the Bid Deadline.

Qualified Bids

17. A Bid submitted by a Bidder in this Sale Process will constitute a “**Qualified Bid**” only if it meets the following criteria in form and substance satisfactory to the Receiver (the “**Bid Requirements**”). The Bid(s) shall:

- (a) be a Bid to acquire all, substantially all or a portion of the Property (a “**Sale Proposal**”);
- (b) be consistent with any necessary terms and conditions established by the Receiver, and communicated to the Bidders, including the Sale Process Procedures;
- (c) include a letter stating that (i) the Bidder’s offer is irrevocable until the selection of the Winning Bid (as defined below); and (ii) if such Bidder is selected as submitting the Winning Bid, its Bid shall remain irrevocable until the closing of the Transaction;
- (d) include a duly authorized and executed Transaction agreement on the provided template agreement, or in a form and substance satisfactory to the Receiver, clearly specifying, among other things, the consideration to be paid by the Bidder on closing of the Transaction (the “**Purchase Price**”), together with all exhibits and schedules to the Transaction agreement;
- (e) include a detailed allocation, for the Bidder’s accounting and tax purposes, of the consideration provided by the Transaction, where applicable, in respect of the following categories:
 - (i) the Real Property;
 - (ii) the Golf Course; and
 - (iii) any assets, undertaking and property of Woodington Estates, 785 and Woodington Management that are not the Real Property or the Golf Course;
- (f) include the following details:
 - (i) a description of the Property that is expected to be subject to the Transaction(s) and any of the Property expected to be excluded;
 - (ii) a statement of the consideration to be provided to the Receiver;
 - (iii) a specific indication of the sources of capital for the Purchase Price and the structure and financing of the Transaction;
 - (iv) a description of the conditions and approvals required to complete the closing of the Transaction(s);

- (v) a description of those liabilities and obligations (including operating liabilities) which the Bidder intends to assume and which such liabilities and obligations it does not intend to assume;
 - (vi) a listing of all employees to be assumed by the Bidder, if any; and
 - (vii) any other terms and conditions of the Sale Proposal that the Bidder believes are material to the Transaction(s), or as may otherwise be requested by the Receiver;
- (g) propose a date for closing the proposed Transaction(s) which is no later than June 9, 2025;
- (h) identify the Bidder and any principals, shareholders, guarantors and / or beneficial owners of such Bidder (collectively, the “**Principals**”) and the representatives of the Bidder who are authorized to appear and act on its behalf for all purposes regarding the Transaction contemplated;
- (i) include evidence upon which the Receiver may reasonably conclude that the Bidder has the necessary financial ability to close the contemplated Transaction. Such information should include, among other things, the following:
- (i) the Bidder’s current financial statements (audited, if they exist) or, in the case of a special purpose entity incorporated for the purpose of tendering a Bid in this Sale Process (an “**SPE**”), the SPE’s current financial statements (audited, if they exist);
 - (ii) contact names and numbers for verification of financing sources;
 - (iii) evidence of the Bidder’s, or, if the Bidder is an SPE, the SPE’s Principals’ internal resources and proof of any debt or equity funding commitments that are needed to close the contemplated Transaction(s); and
 - (iv) any such other form of financial disclosure or credit-quality support information or enhancement reasonably requested by the Receiver demonstrating that such Bidder has the ability to close the Transaction(s) contemplated;
- provided, however, that the Receiver shall determine, in its discretion, whether the evidence of such financial wherewithal is reasonably acceptable;
- (j) be accompanied by a deposit in the form of a certified cheque, bank draft or wire transfer of immediately available funds, payable to the Receiver “in trust”, which is equal to at least ten percent (10%) of the total consideration payable in respect of the Transaction(s);
- (k) include an acknowledgement that the Bidder has relied solely on its own independent review and investigation and that it has not relied on any representation

by Woodington Estates, 785, Woodington Management or the Receiver, or their respective agents, employees or advisors;

- (l) not contain any break-up fee, expense reimbursement or similar type of payment; and
- (m) not contain any condition or contingency relating to due diligence or financing or any other material conditions precedent to the Bidder's or SPE's obligation to complete the Transaction(s).

18. The Receiver may seek additional information and clarification from Bidders as it deems necessary or appropriate in respect of their offers at any time.

19. The Receiver may, in its discretion, request revisions or supplementations to any Qualified Bid and/or waive strict compliance with any one or more of the Bid Requirements and deem a non-compliant Bid to be a Qualified Bid. For the avoidance of doubt, if multiple Bids are received, the Receiver has no obligation to exercise its discretion or authority under this provision in respect of all Bids received even if such authority or discretion is exercised by the Receiver in respect of any one Bid received.

Selection of Bids

20. The Receiver will review all of the Qualified Bids, and may designate a Qualified Bid in respect of the Property as a **“Winning Bid”**, having regard to such factors as the consideration payable in respect of the Qualified Bid, the likelihood of closing, and such other matters as the Receiver considers relevant. For the avoidance of doubt, the Receiver shall be free to attempt to negotiate and improve any Qualified Bid, and shall be under no obligation to designate any Qualified Bid as the Winning Bid.

21. All designations of Qualified Bids as the Winning Bid(s) shall be subject to Court approval.

Court Approval

22. As soon as practicable after determination of the Winning Bid(s), the Receiver will make a motion to the Court (the **“Approval Motion”**) for an approval and vesting order in respect of the Winning Bid(s) and the underlying Transaction agreement(s) (the **“Final APA(s)”**).

23. The Receiver shall serve and file a report with respect to the Sale Process and Winning Bid(s) in advance of the Approval Motion and post same (with appropriate redactions, as determined by the Receiver in its professional judgement, as to not prejudice any future sale process/efforts to realize on the Property) in connection with the Approval Motion on the Case Website.

Other Terms

24. All deposits received shall be held by the Receiver “in trust”. All deposits submitted by Bidders who did not submit a Winning Bid shall be returned, without interest, as soon as

practicable following the date on which any such offers are rejected hereunder. The deposit forming part of a Winning Bid shall be dealt with in accordance with the Final APA(s).

25. In the event that a deposit is forfeited for any reason it shall be forfeited as liquidated damages and not as a penalty.

26. All Qualified Bids (other than the Winning Bid(s)) shall be deemed rejected on the earlier of: (a) the date on which the Transaction(s) contemplated by the Final APA(s) is/are completed or (b) June 9, 2025.

27. Participants in the Sale Process are responsible for all costs, expenses and liabilities incurred by them in connection with the submission of any Bid, due diligence activities, and any further negotiations or other actions, whether or not such lead to the consummation of a Transaction.

28. Subject to the Sale Process Order or other order of the Court, the Receiver shall have the right to adopt such other rules for, or extend any deadlines in the Sale Process that it believes, in its sole discretion, will better promote the goals of the Sale Process, provided that if such modification or amendment materially deviates from this Sale Process, such modification or amendment may only be made with the written consent of the Receiver, or by order of the Court.

29. Except as otherwise provided in an order of the Court, the Court shall retain jurisdiction to hear and determine all matters arising from or relating to the implementation of the Sale Process Order, the Sale Process and the Sale Process Procedures.

TAB 3

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

THE HONOURABLE) THURSDAY, THE 6TH
)
JUSTICE BLACK) DAY OF MARCH, 2025
)

B E T W E E N:

MELVYN EISEN, TRUSTEE

Applicant

- and -

WOODINGTON ESTATES INC.

Respondent

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

**ORDER
(SALE PROCESS AND ANCILLARY RELIEF)**

THIS MOTION, made by Albert Gelman Inc. (“**AGI**”) in its capacity as receiver (the “**Receiver**”) over all of the assets, undertakings and property of Woodington Estates Inc. (“**Woodington Estates**”), including the real property known municipally as 7110 4th Line, Tottenham, Ontario, for an Order, among other things, (i) appointing AGI as limited receiver, without security, of all the assets, undertakings and properties of Woodington Management Inc. (“**Woodington Management**”) and 1000736785 Ontario Limited (“**785**”); (ii) approving the sale process (the “**Sale Process**”) set out in Schedule “A” hereto and authorizing the Receiver to conduct the Sale Process; (iii) ordering certain disclosure to the Receiver; (iv) authorizing the

Receiver to conduct examinations in connection with these proceedings; and (v) approving the first report of the Receiver dated January 27, 2025 (the “**First Report**”) and the activities and actions of the Receiver as described therein, was heard this day by judicial videoconference via Zoom in Toronto, Ontario.

ON READING the First Report of the Receiver and on hearing the submissions of counsel for the Receiver and such other parties listed on the Service List, no one else appearing although duly served as demonstrated in the affidavit of service of Daisy Jin, sworn January 27, 2025, filed,

SERVICE

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

DEFINED TERMS

2. **THIS COURT ORDERS** that capitalized terms used in this Order and not otherwise defined herein shall have the meaning ascribed to them under the Sale Process.

APPOINTMENT

3. **THIS COURT ORDERS** that pursuant to section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended, AGI is hereby appointed Receiver, without security, of all the assets, undertakings and properties of Woodington Management and 785 acquired for, or used in relation to the business carried on by Woodington Management or 785, and all proceeds thereof.
4. **THIS COURT ORDERS** that, subject to paragraph 6 of this Order, the definition of “Respondent” as stated in the receivership appointment Order granted in this proceeding by this Court on December 2, 2024 (the “**Receivership Order**”), is hereby amended such that, as of the date of this Order, the definition of “Respondent” collectively refers to Woodington Estates, Woodington Management and 785.

5. **THIS COURT ORDERS** that, subject to paragraph 6 of this Order, the definition of "Property" as stated in the Receivership Order, is hereby amended such that, as of the date of this Order, the definition of "Property" collectively refers to all of the assets, undertakings and properties of each of Woodington Estates, Woodington Management and 785 acquired for, or used in relation to a business carried on by Woodington Estates, Woodington Management or 785.
6. **THIS COURT ORDERS** that, notwithstanding the above, the following powers reflected in subsections (c), (e), (f), (g), and (i) of paragraph 3 of the Receivership Order shall not apply to Woodington Management or 785, such that the Receiver will not have the power to:
 - a) manage, operate, or carry on the business of Woodington Management or 785, 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 Woodington Management or 785;
 - b) purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of Woodington Management or 785 or any part or parts thereof;
 - c) receive or collect any monies or accounts now owed or hereafter owing to Woodington Management or 785 or exercise any remedies of Woodington Management or 785 in collecting such monies, including, without limitation, to enforce any security held by Woodington Management or 785;
 - d) settle, extend or compromise any indebtedness owing to Woodington Management or 785; or
 - e) initiate, prosecute or continue the prosecution of any and all proceedings or to defend any proceedings now pending or hereafter instituted with respect to Woodington Management or 785.
7. **THIS COURT ORDERS** that the following language in subsection (j) of paragraph 3 of the Receivership Order shall hereby be deleted as it relates to the assets, undertakings and property

of Woodington Estates: “with Joseph Chetti, the principal of the Respondent, and his representatives having a consultative role in the development of the marketing and sale of the Property only”.

8. **THIS COURT ORDERS** that, upon the granting of this Order, the title of these proceedings shall be and is hereby amended to the following:

MELVYN EISEN, TRUSTEE

Applicant

- and -

**WOODINGTON ESTATES INC., WOODINGTON MANAGEMENT INC. and
1000736785 ONTARIO LIMITED**

Respondents

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

and the registrar is hereby directed to change and modify its court records as necessary so as to reflect this change in the title of proceeding.

APPROVAL OF SALE PROCESS

9. **THIS COURT ORDERS** that the Sale Process set out in Schedule “A” hereto and the procedures contemplated therein be and are hereby approved, subject to such amendments and extensions as the Receiver determines necessary or appropriate in the circumstances.
10. **THIS COURT ORDERS** that the Receiver is hereby exclusively authorized and directed to implement the Sale Process and do all things as are reasonably necessary to conduct and give full effect to the Sale Process and carry out and perform its obligations thereunder.
11. **THIS COURT ORDERS** that the Receiver and its respective affiliates, partners, controlling persons, employees, representatives and agents shall have no liability with respect to any and

all losses, claims, damages or liabilities, of any nature or kind, to any person in connection with or as a result of the Sale Process, except to the extent such losses, claims, damages or liabilities result from the gross negligence or willful misconduct of the Receiver in performing its obligations under the Sale Process as determined by this Court.

12. **THIS COURT ORDERS** that the Receiver and its counsel be and are hereby authorized but not obligated, to serve or distribute this Order, any other materials, orders, communication, correspondence or other information as may be necessary or desirable in connection with the Sale Process to any or interested party that the Receiver considers appropriate. For greater certainty, any such distribution, communication or correspondence 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).

13. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Receiver is hereby authorized and permitted to facilitate the disclosure and transfer to each potential bidder (collectively, the “**Bidders**” and individually, a “**Bidder**”) and to their advisors, if requested by such Bidders, of personal information of identifiable individuals, but only to the extent desirable or required to negotiate or attempt to complete a sale of all or a portion of the Property (a “**Transaction**”), as determined by the Receiver. Each 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 Transaction, and if it does not complete a Transaction, shall return all such information to the Receiver, or in the alternative destroy all such information. A successful Bidder shall maintain and protect the privacy of such information and, upon closing of the transaction contemplated by a Winning Bid, shall be entitled to use the personal information provided to it that is related to the Property acquired pursuant to the Transaction in a manner which is in all material respects identical to the prior use of such information by Woodington Estates, Woodington Management or 785, as applicable, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

14. **THIS COURT ORDERS** that the selection of a Winning Bid shall be made solely by the Receiver, acting reasonably and in accordance with the Sale Process, and subject to further Order of this Court.

15. **THIS COURT ORDERS** that the Receiver is hereby authorized to apply for one or more Orders vesting title to the Property, or a portion of such, in a successful Bidder.

FURTHER DISCLOSURE AND THE RECEIVER'S RIGHT TO EXAMINE

16. **THIS COURT ORDERS** that Woodington Estates, Woodington Management and 785, as applicable, shall provide to the Receiver the below documentation forthwith and by no later than March 10, 2025, to the extent that such information is in the control or possession of the applicable party:

- a) copies of any historical financial statements, internal or external, in respect of Woodington Estates;
- b) copies of any environmental reports in respect of the Real Property (including, but not limited to, environmental site assessment reports, geotechnical reports and soil studies);
- c) a copy of any agreement(s) between Woodington Management and Woodington Estates in respect of the arrangement for the use of the Real Property;
- d) a full copy of the Woodington Management and 785 accounting system(s), including general ledgers and subledgers for all financial accounts;
- e) copies of Woodington Management and 785's monthly bank statements for the 24-month period preceding December 2024;
- f) copies of supporting documents (including, but not limited to, purchase orders, invoices, and cancelled cheques) evidencing the use of funds invested by 785 in the Real Property in connection with the Lease (as defined in the First Report);
- g) a copy of any agreement(s) between Woodington Management and 785 in respect of the transfer/conveyance of any assets of the Golf Club (as defined in the First Report);

- h) a copy of any letter of intent, term sheet or other document (including correspondence, subject to privilege restrictions) supporting the Potential Plazacorp Refinancing (as defined in the First Report); and
- i) any further information/documentation that the Receiver may reasonably request in connection and in accordance with its duties and obligations pursuant to the Receivership Order.

17. **THIS COURT ORDERS** that the Receiver is hereby expressly empowered and authorized to examine under oath any person the Receiver reasonably considers to have knowledge of the affairs of Woodington Estates, Woodington Management or 785, including, without limitation, Joseph Chetti.

APPROVAL OF FIRST REPORT

18. **THIS COURT ORDERS** that the First Report and the activities and actions of the Receiver described therein are hereby approved; provided, however, that only the Receiver, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.

GENERAL

19. **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.

20. **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. This Honourable Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in any province or territory of Canada or in any foreign jurisdiction, to act in aid of and to be complimentary to

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

21. **THIS COURT ORDERS** that this Order is effective from the date that it is made and is enforceable without any need for entry and filing.

SCHEDULE "A"

Sale Process

SALE PROCESS
(the “Sale Process”)

WOODINGTON ESTATES INC. et al.

Introduction

1. Pursuant to an order of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) made on December 2, 2024, Albert Gelman Inc. was appointed as receiver (in such capacity, the “**Receiver**”) over the assets, undertaking and property of Woodington Estates Inc. (the “**Woodington Estates Property**”), including the real property known municipally as 7110 4th Line, Tottenham, Ontario (the “**Real Property**”) pursuant to proceedings commenced at the Court bearing court file number CV-24-00725570-00CL (the “**Receivership Proceedings**”).

2. While Woodington Estates Inc. (“**Woodington Estates**”) is the registered owner of the Real Property, the business and assets of Woodington Lake Golf Club (the “**Golf Course**”), which operates on the Real Property, are currently operated and overseen by 1000736785 Ontario Limited (“**785**”) (and were formerly operated and overseen by Woodington Management Inc. (“**Woodington Management**”)), entities related to Woodington Estates.

3. On March 6, 2025, pursuant to a motion made to the Court by the Receiver, 785 and Woodington Management were added as respondents in these Receivership Proceedings for the purpose of marketing and selling the assets of 785 and Woodington Management in this Sale Process together with the Woodington Estates Property, and, in furtherance thereof, the Receiver was appointed, in a limited capacity, over the assets, undertaking and property of 785 and Woodington Management, including the Golf Course (collectively, and together with the Woodington Estates Property, the “**Property**”).

4. Also on March 6, 2025, the Receiver requested that the Court make an order (the “**Sale Process Order**”), among other things, authorizing the Receiver to conduct the Sale Process, as described herein. The Receiver intends to provide all qualified interested parties with an opportunity to participate in the Sale Process.

The Opportunity

5. The Sale Process is intended to solicit interest in and opportunities for one or more value maximizing transactions by way of sale in respect of the Property (a “**Transaction**”).

6. This document (the “**Sale Process Procedures**”) describes the Sale Process, including the manner in which individuals, corporations, limited and unlimited liability companies, general and limited partnerships, associations, trusts, unincorporated organizations, joint ventures, governmental organizations or other entities may gain access to or continue to have access to due diligence materials concerning the Property, how bids involving the Property will be submitted to and dealt with by the Receiver and how Court approval will be obtained in respect of a Transaction.

7. The Sale Process contemplates a process that involves the submission by interested parties of binding offers by the Bid Deadline (as defined below).

Key Dates

Milestone	Targeted Deadline
Anticipated Commencement Date	March 6, 2025
Distribution of Sale Process Materials (i.e., Teaser Letter, NDA, etc.)	March 6, 2025, or as soon as reasonably practicable following this date
Bid Deadline	April 21, 2025
Sale Approval Motion	Week of May 5, 2025, subject to Court availability
Closing of Transaction(s)	30 days after the date of the Sale Approval Order or such other date as the parties may agree

Commencement of Sale Process

8. The Sale Process shall commence upon the date of the Sale Process Order or on a further date as reasonably determined by the Receiver (the “**Commencement Date**”).

9. As soon as reasonably practicable after this Court’s approval of the Sale Process Order, the Receiver, in consultation with any realtor or other advisor retained by the Receiver in connection with the Sale Process, shall:

- (a) with input from 785 and Woodington Management, prepare a list of parties who may be interested in engaging in a Transaction in respect of the Property (the “**Known Potential Bidders**”);
- (b) prepare and deliver to the Known Potential Bidders a non-confidential initial offer summary document (“**Teaser Letter**”) describing the opportunity in respect of the Property;
- (c) publish a notice advertising the Sale Process in a national publication and/or such other publications as the Receiver may deem appropriate or advisable; and
- (d) post the Sale Process Order, including the Sale Process Procedures and other relevant materials, on its website, under the appropriate matter heading, at the following URL: <https://www.albertgelman.com/corporate-solutions/other-engagements/> (the “**Case Website**”).

Due Diligence

10. Any party who wishes to participate in the Sale Process (a “**Potential Bidder**”) must advise the Receiver in writing of their interest in participating in the Sale Process and must execute and

deliver a non-disclosure agreement (“**NDA**”) in form and substance satisfactory to the Receiver. A form of NDA prepared by the Receiver will be provided to Potential Bidders.

11. Starting on the Commencement Date, the Receiver will provide the Potential Bidders, who have provided the Receiver with an appropriately executed NDA, with access to an electronic data room (the “**EDR**”). The EDR will be maintained by the Receiver and will contain information about the Property, including corporate, financial and other relevant documents provided to the Receiver, together with such other information as any Potential Bidder may request and to which the Receiver has access and may approve.

12. The Receiver and its advisors make no representation or warranty as to the accuracy or completeness of the information contained in the EDR, or any other information provided through the due diligence process. Further, and for the avoidance of doubt, selected due diligence materials may be withheld from certain Potential Bidders if the Receiver determines such information represents proprietary or competitive information.

“As is, Where is” Basis

13. Any Transaction in respect of the Property will be on an “as is, where is” basis and without surviving representations or warranties of any kind, nature, or description by the Receiver or any of its respective agents, partners, shareholders, officers, directors, employees or advisors, and, in the event of a sale, all of the right, title and interest of the Receiver, Woodington Estates, 785 and Woodington Management in and to the Property will be sold free and clear of all pledges, liens, security interests, encumbrances, claims, charges, options, and interests therein and thereon pursuant to Court orders, except as otherwise provided in such Court orders.

Bid Deadline

14. Any Potential Bidder who wishes to propose a Transaction in respect of some or all of the Property (a “**Bid**”, and the Potential Bidder, a “**Bidder**”), shall submit its Bid to the Receiver by email, at the contact information below, by no later than **5:00 p.m. EST on April 21, 2025** (the “**Bid Deadline**”):

Albert Gelman Inc.,
in its capacity as Receiver of Woodington Estates Inc.
Attn: Adam Zeldin
Tel. 416.504.1650 (ext. 129)
Fax. 416-504-1655
Email: azeldin@albertgelman.com

15. Only Bids received that are Qualified Bids (as defined below) will be considered by the Receiver.

16. The Receiver shall be entitled to negotiate and to seek clarification of or improvements to a Bid as soon as it is filed, and need not wait until the Bid Deadline.

Qualified Bids

17. A Bid submitted by a Bidder in this Sale Process will constitute a “**Qualified Bid**” only if it meets the following criteria in form and substance satisfactory to the Receiver (the “**Bid Requirements**”). The Bid(s) shall:

- (a) be a Bid to acquire all, substantially all or a portion of the Property (a “**Sale Proposal**”);
- (b) be consistent with any necessary terms and conditions established by the Receiver, and communicated to the Bidders, including the Sale Process Procedures;
- (c) include a letter stating that (i) the Bidder’s offer is irrevocable until the selection of the Winning Bid (as defined below); and (ii) if such Bidder is selected as submitting the Winning Bid, its Bid shall remain irrevocable until the closing of the Transaction;
- (d) include a duly authorized and executed Transaction agreement on the provided template agreement, or in a form and substance satisfactory to the Receiver, clearly specifying, among other things, the consideration to be paid by the Bidder on closing of the Transaction (the “**Purchase Price**”), together with all exhibits and schedules to the Transaction agreement;
- (e) include a detailed allocation, for the Bidder’s accounting and tax purposes, of the consideration provided by the Transaction, where applicable, in respect of the following categories:
 - (i) the Real Property;
 - (ii) the Golf Course; and
 - (iii) any assets, undertaking and property of Woodington Estates, 785 and Woodington Management that are not the Real Property or the Golf Course;
- (f) include the following details:
 - (i) a description of the Property that is expected to be subject to the Transaction(s) and any of the Property expected to be excluded;
 - (ii) a statement of the consideration to be provided to the Receiver;
 - (iii) a specific indication of the sources of capital for the Purchase Price and the structure and financing of the Transaction;
 - (iv) a description of the conditions and approvals required to complete the closing of the Transaction(s);

- (v) a description of those liabilities and obligations (including operating liabilities) which the Bidder intends to assume and which such liabilities and obligations it does not intend to assume;
 - (vi) a listing of all employees to be assumed by the Bidder, if any; and
 - (vii) any other terms and conditions of the Sale Proposal that the Bidder believes are material to the Transaction(s), or as may otherwise be requested by the Receiver;
- (g) propose a date for closing the proposed Transaction(s) which is no later than June 9, 2025;
- (h) identify the Bidder and any principals, shareholders, guarantors and / or beneficial owners of such Bidder (collectively, the “**Principals**”) and the representatives of the Bidder who are authorized to appear and act on its behalf for all purposes regarding the Transaction contemplated;
- (i) include evidence upon which the Receiver may reasonably conclude that the Bidder has the necessary financial ability to close the contemplated Transaction. Such information should include, among other things, the following:
- (i) the Bidder’s current financial statements (audited, if they exist) or, in the case of a special purpose entity incorporated for the purpose of tendering a Bid in this Sale Process (an “**SPE**”), the SPE’s current financial statements (audited, if they exist);
 - (ii) contact names and numbers for verification of financing sources;
 - (iii) evidence of the Bidder’s, or, if the Bidder is an SPE, the SPE’s Principals’ internal resources and proof of any debt or equity funding commitments that are needed to close the contemplated Transaction(s); and
 - (iv) any such other form of financial disclosure or credit-quality support information or enhancement reasonably requested by the Receiver demonstrating that such Bidder has the ability to close the Transaction(s) contemplated;
- provided, however, that the Receiver shall determine, in its discretion, whether the evidence of such financial wherewithal is reasonably acceptable;
- (j) be accompanied by a deposit in the form of a certified cheque, bank draft or wire transfer of immediately available funds, payable to the Receiver “in trust”, which is equal to at least ten percent (10%) of the total consideration payable in respect of the Transaction(s);
- (k) include an acknowledgement that the Bidder has relied solely on its own independent review and investigation and that it has not relied on any representation

by Woodington Estates, 785, Woodington Management or the Receiver, or their respective agents, employees or advisors;

- (l) not contain any break-up fee, expense reimbursement or similar type of payment; and
- (m) not contain any condition or contingency relating to due diligence or financing or any other material conditions precedent to the Bidder's or SPE's obligation to complete the Transaction(s).

18. The Receiver may seek additional information and clarification from Bidders as it deems necessary or appropriate in respect of their offers at any time.

19. The Receiver may, in its discretion, request revisions or supplementations to any Qualified Bid and/or waive strict compliance with any one or more of the Bid Requirements and deem a non-compliant Bid to be a Qualified Bid. For the avoidance of doubt, if multiple Bids are received, the Receiver has no obligation to exercise its discretion or authority under this provision in respect of all Bids received even if such authority or discretion is exercised by the Receiver in respect of any one Bid received.

Selection of Bids

20. The Receiver will review all of the Qualified Bids, and may designate a Qualified Bid in respect of the Property as a "**Winning Bid**", having regard to such factors as the consideration payable in respect of the Qualified Bid, the likelihood of closing, and such other matters as the Receiver considers relevant. For the avoidance of doubt, the Receiver shall be free to attempt to negotiate and improve any Qualified Bid, and shall be under no obligation to designate any Qualified Bid as the Winning Bid.

21. All designations of Qualified Bids as the Winning Bid(s) shall be subject to Court approval.

Court Approval

22. As soon as practicable after determination of the Winning Bid(s), the Receiver will make a motion to the Court (the "**Approval Motion**") for an approval and vesting order in respect of the Winning Bid(s) and the underlying Transaction agreement(s) (the "**Final APA(s)**").

23. The Receiver shall serve and file a report with respect to the Sale Process and Winning Bid(s) in advance of the Approval Motion and post same (with appropriate redactions, as determined by the Receiver in its professional judgement, as to not prejudice any future sale process/efforts to realize on the Property) in connection with the Approval Motion on the Case Website.

Other Terms

24. All deposits received shall be held by the Receiver "in trust". All deposits submitted by Bidders who did not submit a Winning Bid shall be returned, without interest, as soon as

practicable following the date on which any such offers are rejected hereunder. The deposit forming part of a Winning Bid shall be dealt with in accordance with the Final APA(s).

25. In the event that a deposit is forfeited for any reason it shall be forfeited as liquidated damages and not as a penalty.

26. All Qualified Bids (other than the Winning Bid(s)) shall be deemed rejected on the earlier of: (a) the date on which the Transaction(s) contemplated by the Final APA(s) is/are completed or (b) June 9, 2025.

27. Participants in the Sale Process are responsible for all costs, expenses and liabilities incurred by them in connection with the submission of any Bid, due diligence activities, and any further negotiations or other actions, whether or not such lead to the consummation of a Transaction.

28. Subject to the Sale Process Order or other order of the Court, the Receiver shall have the right to adopt such other rules for, or extend any deadlines in the Sale Process that it believes, in its sole discretion, will better promote the goals of the Sale Process, provided that if such modification or amendment materially deviates from this Sale Process, such modification or amendment may only be made with the written consent of the Receiver, or by order of the Court.

29. Except as otherwise provided in an order of the Court, the Court shall retain jurisdiction to hear and determine all matters arising from or relating to the implementation of the Sale Process Order, the Sale Process and the Sale Process Procedures.

MELVYN EISEN, TRUSTEE
Applicant

- and -

WOODINGTON ESTATES INC.
Respondent

Court File No.: CV-24-00725570-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at Toronto

SALE PROCESS AND ANCILLARY RELIEF ORDER

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TAB 4

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

B E T W E E N:

MELVYN EISEN, TRUSTEE

Applicant

- and -

WOODINGTON ESTATES INC.

Respondent

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

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(Current as January 23, 2025)**

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AND TO:	<p>1000736785 ONTARIO LIMITED 156 Capner Court Kleinburg, ON L0J 1C0</p> <p>Frances Chetti</p>
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AND TO:	CARE LENDING GROUP INC. O/A TURF CARE FINANCIAL and TURF CARE PRODUCTS CANADA LIMITED 200 Pony Drive Newmarket, ON L3Y 7B6 <i>Secured Creditor</i>
AND TO:	TURF CARE FINANCIAL LIMITED 1-30 Vogell Road Richmond Hill, ON L4B 3K6 <i>Secured Creditor</i>
AND TO:	DEPARTMENT OF JUSTICE Tax Law Services Division 120 Adelaide Street West, Suite 400 Toronto, ON M5H 1T1 Email: AGC-PGC.Toronto-Tax-Fiscal@justice.gc.ca <i>Lawyers for Canada Revenue Agency</i>
AND TO:	HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF ONTARIO AS REPRESENTED BY THE MINISTER OF FINANCE Insolvency Unit 33 King Street West, 6th Floor Oshawa, ON L1H 8H5 Email: insolvency.unit@ontario.ca

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MELVYN EISEN, TRUSTEE
Applicant

- and -

WOODINGTON ESTATES INC.
Respondent

Court File No. CV-24-00725570-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at Toronto

MOTION RECORD
(Returnable March 6, 2025)

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