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Toronto

Court File No. CV-21-00670723-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE MR.)
JUSTICE PENNY)
)
)
)

FRIDAY, THE 11TH
DAY OF MARCH, 2022

B E T W E E N:

PS HOLDINGS 1 LLC, PS HOLDINGS 2 LLC and PS HOLDINGS 3 LLC

Applicants

-AND-

2738283 ONTARIO INC., 2738284 ONTARIO INC. and 2738285 ONTARIO INC.

Respondents

**IN THE MATTER OF THE RECEIVERSHIP OF 2738283 ONTARIO INC., 2738284
ONTARIO INC. and 2738285 ONTARIO INC.**

**AND IN THE MATTER OF Section 101 of the *Courts of Justice Act*, R.S.O. 1990 c.C.43, as
amended, and in the matter of Section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C.
1985, c. B-3, as amended**

CLAIMS PROCESS ORDER

THIS MOTION made by MNP Ltd., in its capacity as receiver of the Respondents (in such capacity, the “**Receiver**”) for an order approving a claims process in respect of (i) the Respondents, and (ii) 7 Generations Development Group Limited (“**7 Generations**”) solely with respect to Claims related to the Real Property, was heard this day by Zoom judicial video conference due to the COVID-19 pandemic.

ON READING the First Report of the Receiver dated March 3, 2022 (the “**First Report**”), and the Appendices thereto, and on hearing the submissions of counsel for the Receiver and counsel to those parties listed on the counsel slip for today’s hearing, and no one else appearing for any other interested person, although duly served as evidenced by the Affidavit of Service of Rachel Nicholson sworn March 4, 2022, 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.

DEFINITIONS AND INTERPRETATION

2. **THIS COURT ORDERS** that, unless otherwise defined herein, capitalized terms used in this Order shall have the meanings ascribed to them in Schedule “A” to this Order.

3. **THIS COURT ORDERS** that all references as to time herein shall mean local time in Toronto, Ontario, Canada, and any reference to an event occurring on a Business Day shall mean prior to 5:00 p.m. on such Business Day, unless otherwise indicated herein.

4. **THIS COURT ORDERS** that all references to the word “including” shall mean “including without limitation”.

5. **THIS COURT ORDERS** that all references to the singular herein include the plural, the plural include the singular, and any gender includes the other gender.

GENERAL PROVISIONS

6. **THIS COURT ORDERS** that the Receiver is hereby authorized to use its reasonable discretion as to the adequacy of compliance with respect to the manner in which forms delivered hereunder are completed and executed, and may, where it is satisfied that a Claim has been adequately proven, waive strict compliance with the requirements of this Order as to the completion and execution of such forms, or request any further documentation from a Person that

the Receiver may require in order to enable the Receiver to determine the validity or quantum of a Claim.

7. **THIS COURT ORDERS** that if any Claim arose in a currency other than Canadian Dollars, then the Person making the Claim shall complete its Proof of Claim and indicate the amount of the Claim in such currency, rather than in Canadian Dollars or any other currency. Where no currency is indicated, the Claim shall be presumed to be in Canadian Dollars. The Receiver shall subsequently calculate the amount of such Claim in Canadian Dollars, using the Bank of Canada Canadian Dollar Daily Exchange Rate on the date of the Receivership Order.

8. **THIS COURT ORDERS** that the form and substance of each of the Notice to Claimants, Proof of Claim, Notice of Revision or Disallowance and Dispute Notice, substantially in the forms attached as Schedules “B”, “C”, “D” and “E”, respectively, to this Order are hereby approved. Notwithstanding the foregoing, the Receiver may from time to time make changes to such forms as the Receiver considers necessary or advisable.

RECEIVER’S ROLE

9. **THIS COURT ORDERS** that the Receiver, in addition to its prescribed rights, duties, responsibilities and obligations under the Receivership Order, shall take all actions and fulfill any other roles as are authorized by this Order or incidental thereto, including the determination of Claims and referral of any Claim to the Court or a Claims Officer, as herein provided.

10. **THIS COURT ORDERS** that: (i) in carrying out the terms of this Order, the Receiver shall have all of the protections given to it by the Receivership Order and this Order, (ii) the Receiver shall incur no liability or obligation as a result of carrying out the provisions of this Order, except for claims for gross negligence or wilful misconduct, (iii) the Receiver shall be entitled to rely on the books and records of the Respondents, all without further independent investigation, (iv) 7 Generations shall provide unfettered access to its books and records to the Receiver, at the Receiver’s request, in order for the Receiver to assess and consider any 7 Generations Claim asserted in a Proof of Claim and the Receiver shall be entitled to rely on such books and records of 7 Generations, all without further independent investigation; (v) Blake Larsen and 7 Generations shall consult with the Receiver, at the Receiver’s request, in respect of any Claims asserted in a

Proof of Claim and the Receiver shall be entitled to rely on such discussions and information provided to the Receiver, all without further independent investigation, and (vi) the Receiver shall not be liable for any claims or damages resulting from any errors or omissions in such books, records or information or in any information provided by any Claimant, except for claims based for gross negligence or wilful misconduct.

NOTICE TO CLAIMANTS

11. **THIS COURT ORDERS** that:

- (a) the Receiver shall, no later than five (5) Business Days following the date of granting this Order, post a copy of this Order, the Notice to Claimants, and a blank proof of claim form (the “**Claims Package**”) on the Receiver’s Website;
- (b) the Receiver shall, no later than five (5) Business Days following the date of granting this Order, send a copy of the Claims Package to all known creditors of the Respondents and 7 Generations;
- (c) as soon as practicable after the granting of this Order, the Receiver shall, for one business day, publish the Notice to Claimants in the *Globe and Mail*; and
- (d) the Receiver shall deliver, as soon as reasonably practicable following a request, a Claims Package to any Person claiming to be a creditor of any of the Respondents or 7 Generations (solely with respect to the Real Property), provided such request is received before the Claims Bar Date.

12. **THIS COURT ORDERS** that, except as specifically provided for in this Order, the Receiver is not under any obligation to provide notice of this Order to any Person having or asserting a Claim, and all Persons shall be bound by the Claims Bar Date, this Order, and any notices published pursuant to paragraphs 11(a) and (b) of this Order, regardless of whether or not they received actual notice, and any steps taken in respect of any Claim, in accordance with this Order.

13. **THIS COURT ORDERS** that neither: (i) the reference to a purported Claim as a “Claim” or a purported Claimant as a “Claimant” in this Order, nor (ii) the delivery of a Proof of Claim by the Receiver to a Person shall constitute an admission by the Receiver, the Respondents or 7 Generations of any obligation of the Respondents or 7 Generations, as applicable, to any Person.

PROOFS OF CLAIM

14. **THIS COURT ORDERS** that any Claimant that intends to assert a Claim shall file a Proof of Claim, together with any supporting documentation, with the Receiver by email, prepaid ordinary mail, courier, or personal delivery on or before the Claims Bar Date. For the avoidance of doubt, the Proof of Claim must be filed with the Receiver by every Claimant, regardless of whether or not a legal proceeding in respect of such Claim has been previously commenced. The Receiver shall be authorized to provide a list of the Claimants that have filed a Proof of Claim to Blake Larsen and 7 Generations, along with the quantum of such Claimant’s Claim(s), and, upon request and execution of any applicable confidentiality agreement, provide a copy of any Proofs of Claim filed to Blake Larsen and 7 Generations.

CLAIMS BAR DATE

15. **THIS COURT ORDERS** that, subject to further order of this Court, any Claimant who does not deliver a Proof of Claim, together with supporting documentation, on or before the Claims Bar Date: (a) shall be and is hereby forever barred from making or enforcing such Claim, and all such Claims shall be forever extinguished, (b) shall not be entitled to receive any distribution pursuant to the Claims Process or further Order of this Court, and (c) shall not be entitled to any further notice in the Claims Process, and shall not be entitled to participate as a Claimant in respect of such Claim.

16. **THIS COURT ORDERS** that, subject to further order of the Court, the Claims Bar Date shall be 5:00 p.m. (Toronto time) on April 29, 2022.

17. **THIS COURT ORDERS** that each Person required by this Order to file a Proof of Claim shall include any and all Claims it asserts against any of the Respondents and/or 7 Generations in a single Proof of Claim.

DETERMINATION OF CLAIMS

18. **THIS COURT ORDERS** that, subject to the terms of this Order, the Receiver shall review all Proof of Claims filed on or before the Claims Bar Date and may accept, revise, or disallow (in whole or in part) the amount, or any other aspect of, a Claim asserted in a Proof of Claim, subject to the provisions of this Order. The Receiver shall be authorized to consult with Blake Larsen in respect of any Claim(s) asserted in a Proof of Claim. At any time, the Receiver may: (i) request additional information with respect to any Claim, (ii) request that the Claimant file a revised Proof of Claim, (iii) attempt to consensually resolve the amount or any other aspect of a Claim, or (iv) revise or disallow a Claim.

19. **THIS COURT ORDERS** that, prior to accepting a Claim in excess of \$20,000, the Receiver shall first provide a copy of the Proof of Claim to Blake Larsen who shall be entitled to issue a written objection to the Receiver's acceptance of the Claim, including detailed reasons and documentary evidence supporting same (a "**Larsen Objection**"), which must be delivered to the Receiver by no later than fourteen (14) calendar days after receipt of the Proof of Claim by Blake Larsen. In the event that a Larsen Objection is not delivered by such date, the Receiver shall be authorized to proceed with its acceptance of the Claim. In the event that a Larsen Objection is timely received by the Receiver, the Receiver shall attempt to consensually resolve the Larsen Objection, failing which, the Receiver shall be entitled to seek direction from this Court, or revise or disallow the disputed Claim.

20. **THIS COURT ORDERS** that where a Claim is revised or disallowed pursuant to paragraph 18 of this Order, the Receiver shall deliver to the Claimant a Notice of Revision or Disallowance and attach the form of Dispute Notice. The Receiver shall be authorized to send a copy of such Notice of Revision or Disallowance to Blake Larsen and 7 Generations, upon the execution of a confidentiality agreement, if applicable.

21. **THIS COURT ORDERS** that where a Claim has been accepted by the Receiver in accordance with this Order, such Claim shall constitute a Proven Claim for the purposes of the Claims Process. The acceptance of any Claim or other determination of same in accordance with

this Order, in whole or in part, shall not constitute an admission of any fact, thing, obligation, or quantum of any Claim by any Person, save and except in the context of the Claims Process.

DISPUTE NOTICE

22. **THIS COURT ORDERS** that a Claimant who intends to dispute a Notice of Revision or Disallowance shall deliver a Dispute Notice to the Receiver so that it is received by the Receiver no later than fourteen (14) calendar days after such Claimant is deemed to have received the Notice of Revision or Disallowance in accordance with paragraph 33 of this Order, or such longer period as may be agreed to by the Receiver in writing. The receipt of a Dispute Notice by the Receiver within the fourteen (14) calendar day period specified in this paragraph shall constitute an application to have the amount of such Claim determined pursuant to the Claims Process provided for in this Order.

23. **THIS COURT ORDERS** that where a Claimant fails to deliver a Dispute Notice in accordance with paragraph 22 of this Order, the amount of such Claimant's Claim shall be deemed to be as set out in the Notice of Revision or Disallowance. Such amount, if any, shall constitute such Claimant's Proven Claim, and the balance of such Claimant's Claim, if any, shall be forever barred and extinguished.

24. **THIS COURT ORDERS** that where a Claim has been revised or disallowed pursuant to paragraph 20 of this Order, the revised or disallowed Claim (or revised or disallowed portion thereof) shall not be a Proven Claim until determined otherwise in accordance with the Claims Process set out in this Order or as otherwise ordered by the Court.

RESOLUTION OF CLAIMS

25. **THIS COURT ORDERS** that as soon as practicable after a Dispute Notice is received by the Receiver in accordance with this Order, the Receiver may attempt to resolve and settle a disputed Claim with the Claimant and may consult with Blake Larsen.

26. **THIS COURT ORDERS** that in the event that the Receiver is unable to consensually resolve any Dispute Notice within a reasonable time period satisfactory to the Receiver, the

Receiver shall, at its election, refer the dispute raised in the Dispute Notice to the Court or a Claims Officer for adjudication, and the Receiver shall send written notice of such referral to the Claimant.

27. **THIS COURT ORDERS** that, where a disputed Claim has been referred to a Claims Officer by the Receiver, the Claims Officer shall determine the validity and amount of such disputed Claim in accordance with this Order and shall provide written reasons. Where a disputed Claim has been referred to a Claims Officer, the Claims Officer shall determine all procedural matters which may arise in respect of his or her determination of these matters, including any participation rights for any stakeholder and the manner in which any evidence may be adduced. The Claims Officer shall have the discretion to mediate any dispute that is referred to such Claims Officer at its election. The Claims Officer shall also have the discretion to determine by whom and to what extent the costs of any hearing or mediation before a Claims Officer shall be paid. Blake Larsen and 7 Generations shall be permitted to attend and participate in the adjudication process before the Claims Officer, at its own expense.

28. **THIS COURT ORDERS** that the Receiver or the Claimant, or, with respect to a 7 Generations Claim, 7 Generations, may, within ten (10) days of such party receiving notice of a Claims Officer's determination of the amount of a Claimant's Claim or any other matter determined by the Claims Officer in accordance with this Order, appeal such determination to the Court by filing a notice of appeal, and the appeal shall be initially returnable for scheduling purposes within ten (10) days of filing such notice of appeal.

29. **THIS COURT ORDERS** that, if no party appeals any determination of any Claims Officer within the time set out in paragraph 28 above, the decision of the Claims Officer in determining the amount of the Claimant's Claim or any other matter determined by the Claims Officer in accordance with paragraph 27 shall be final and binding upon the applicable parties and there shall be no further right of appeal, review or recourse to the Court from the Claims Officer's final determination of a Claim.

NOTICE OF TRANSFEREES

30. **THIS COURT ORDERS** that the Receiver shall not be obligated to send notice to or otherwise deal with a transferee or assignee of a Claim as the Claimant in respect thereof unless

and until: (i) actual written notice of transfer or assignment, together with satisfactory evidence of such transfer or assignment, shall have been received by the Receiver, and (ii) the Receiver has acknowledged in writing such transfer or assignment, and thereafter such transferee or assignee shall for all purposes hereof constitute the “Claimant” in respect of such Claim. Any such transferee or assignee of a Claim, and such Claim, shall be bound by all notices given or steps taken in respect of such Claim, in accordance with this Order prior to the written acknowledgement by the Receiver of such transfer or assignment.

31. **THIS COURT ORDERS** that if the holder of a Claim has transferred or assigned the whole of such Claim to more than one Person or part of such Claim to another Person or Persons, such transfer or assignment shall not create a separate Claim, and such Claim shall continue to constitute and be dealt with as a single Claim notwithstanding such transfer or assignment, and the Receiver shall not be bound to acknowledge or recognize any such transfer or assignment and shall be entitled to send notice to and to otherwise deal with such Claim only as a whole, and then only to and with the Person last holding such Claim in whole as the Claimant in respect of such Claim. Provided that a transfer or assignment of the Claim has taken place in accordance with this Order and the Receiver has acknowledged in writing such transfer or assignment, the Person last holding such Claim in whole as the Claimant in respect of such Claim may by notice to the Receiver, in writing, direct that subsequent dealings in respect of such Claim, but only as a whole, shall be with a specified Person and, in such event, such Claimant, transferee or assignee of the Claim shall be bound by any notices given or steps taken in respect of such Claim by or with respect to such Person in accordance with this Order.

DIRECTIONS

32. **THIS COURT ORDERS** that the Receiver or any other Person with an economic interest in this Claims Process may at any time, and with such notice as the Court may require, seek directions from the Court with respect to this Order and the claims process set out herein, including the forms attached as Schedules hereto.

SERVICE AND NOTICE

33. **THIS COURT ORDERS** that the Receiver may, unless otherwise specified by this Order, serve and deliver the Claims Package, and any letters, notices or other documents to Claimants, or other interested Persons, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or electronic or digital transmission to such Persons (with copies to their counsel, if applicable) at the last address shown in the books and records of the Respondents or 7 Generations, as applicable, or set out in such Person's Proof of Claim. Any such service or notice by courier, personal delivery or electronic or digital transmission shall be deemed to have been received: (i) if sent by ordinary mail, on the third (3rd) Business Day after mailing within Ontario, the fifth (5th) Business Day after mailing within Canada (other than within Ontario), and the tenth (10th) Business Day after mailing internationally; (ii) if sent by courier or personal delivery, on the next Business Day following dispatch; and (iii) if delivered by electronic or digital transmission by 5:00 p.m. on a Business Day, on such Business Day, and if delivered after 5:00 p.m. or other than on a Business Day, on the following Business Day. Notwithstanding anything to the contrary in this Order, Notices of Revision or Disallowance shall be sent only by (i) electronic or digital transmission to a fax number or email address that has been provided in writing by the Claimant, or (ii) courier.

34. **THIS COURT ORDERS** that any notice or other communication (including Proofs of Claim and Dispute Notices) to be given under this Order by any Person to the Receiver shall be in writing in substantially the form, if any, provided for in this Order and will be sufficiently given only if delivered by prepaid registered mail, courier, personal delivery or electronic or digital transmission addressed to:

MNP Ltd.
111 Richmond Street West
Toronto, ON, M5H 2G4

Attn: Deborah Hornbostel / Sheldon Title
Telephone: 416-515-3885/ 416-263-6945
Email: deborah.hornbostel@mnp.ca / sheldon.title@mnp.ca

Any such notice or other communication by a Person shall be deemed received only upon actual receipt thereof during normal business hours on a Business Day, or if delivered outside of a normal business hours, the next Business Day.

35. **THIS COURT ORDERS** that if during any period during which notices or other communications are being given pursuant to this Order, a postal strike or postal work stoppage of general application should occur, such notices or other communications sent by ordinary mail and then not received shall not, absent further Order of the Court, be effective and notices and other communications given hereunder during the course of any such postal strike or work stoppage of general application shall only be effective if given by courier, personal delivery or electronic or digital transmission in accordance with this Order.

MISCELLANEOUS

36. **THIS COURT ORDERS** that notwithstanding any other provision of this Order, the solicitation of Proofs of Claim, and the filing by a Person of any Proof of Claim, shall not, for that reason only, grant any Person any standing in the Receivership Proceeding or rights to a distribution.

37. **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.

38. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada 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.



**SCHEDULE “A”
DEFINED TERMS**

- (a) **“7 Generations”** has the meaning set out in the recitals hereto;
- (b) **“Assessments”** means current or future claims of Her Majesty the Queen in Right of Canada or of any province or territory or municipality or any other taxation authority in any Canadian or non-Canadian jurisdiction, including, without limitation, amounts which may arise or have arisen under any current or future notice of assessment, notice of objection, notice of reassessment, notice of appeal, audit, investigation, demand or similar request from any taxation authority, other than any Assessments arising from the filing of corporate tax returns filed with Canada Revenue Agency in relation related to the disposition of the Real Property (such latter Assessments, the **“Real Property Disposition Assessments”**);
- (c) **“Business Day”** means a day, other than a Saturday or a Sunday, on which banks are generally open for business in Toronto, Ontario;
- (d) **“Claim”** means, collectively:
 - (i) any right or claim of any Person against any of the Respondents, whether or not asserted, in connection with any indebtedness, liability or obligation of any kind whatsoever of any such Respondent to such Person, whether or not such right or claim is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, present, future, known or unknown, by guarantee, surety or otherwise, and whether or not such right is executory or anticipatory in nature, including any right or claim with respect to any Assessment (other than a Real Property Disposition Assessment), or contract, or by reason of any equity interest, right of ownership of or title to property or assets or right to a trust or deemed trust (statutory, express, implied, resulting, constructive or otherwise), and any right or ability of any Person to advance a claim for contribution or indemnity or otherwise against any of the Respondents with respect to any matter, action, cause or chose in action, whether existing at present or commenced in the future; and
 - (ii) any right or claim of any Person against 7 Generations, whether or not asserted, in connection with any indebtedness, liability or obligation of any kind whatsoever of 7 Generations to such Person, whether or not such right or claim is reduced to judgment, liquidated, unliquidated, fixed, contingent,

matured, unmatured, disputed, undisputed, legal, equitable, present, future, known or unknown, by guarantee, surety or otherwise, and whether or not such right is executory or anticipatory in nature, including any right or claim with respect to any Assessment, or contract, or by reason of any equity interest, right of ownership of or title to property or assets or right to a trust or deemed trust (statutory, express, implied, resulting, constructive or otherwise), and any right or ability of any Person to advance a claim for contribution or indemnity or otherwise against 7 Generations with respect to any matter, action, cause or chose in action, whether existing at present or commenced in the future, which right or claim, including in connection with indebtedness, liability or obligation, is solely related to services conducted, work performed, or otherwise arising in respect of the Real Property (such Claim being a “**7 Generations Claim**”);

- (e) “**Claims Officer**” means an individual designated by the Receiver to adjudicate disputed Claims, if applicable;
- (f) “**Claims Process**” means the procedures outlined in this Order, including the Schedules to this Order;
- (g) “**Claims Bar Date**” means 5:00 p.m. (Toronto time) on April 29, 2022, or such later date as the Court may order or the Receiver may determine under the authority of this Order;
- (h) “**Claimant**” means any Person asserting a Claim, and includes the transferee or assignee of a Claim, transferred and recognized as a Claimant in accordance with paragraphs 30 to 31 hereof, or a trustee, executor, or other Person acting on behalf of or through such Person;
- (i) “**Court**” means the Ontario Superior Court of Justice (Commercial List);
- (j) “**Dispute Notice**” means a written notice delivered to the Receiver by a Person who has received a Notice of Revision or Disallowance of that Person’s intention to dispute such Notice of Revision or Disallowance and the reasons for the dispute, substantially in the form attached as Schedule “**E**” hereto;
- (k) “**Notice of Revision or Disallowance**” means a notice informing a Claimant that the Receiver has revised or disallowed all or part of such Claimant’s Claim set out

in such Claimant's Proof of Claim, substantially in the form attached as Schedule "D" hereto;

- (l) "**Person**" is to be broadly interpreted and includes any individual, firm, corporation, limited or unlimited liability company, general or limited partnership, association, trust, unincorporated organization, joint venture, government authority or any agency, regulatory body, officer or instrumentality thereof or any other entity, wherever situate or domiciled, and whether or not having legal status, and whether acting on their own or in a representative capacity;
- (m) "**Proof of Claim**" means the proof of claim to be completed and filed by a Claimant setting forth a Claim and which shall include all supporting documentation in respect of such Claim, substantially in the form attached as Schedule "C" hereto;
- (n) "**Proven Claim**" means the amount of a Claimant's Claim, as finally determined under the Claims Process;
- (o) "**Real Property**" shall mean, collectively:
 - (i) The real property municipally known as 320 Mapleview Drive West, Barrie, Ontario, which is legally described as PT LT 4 CON 12 INNISFIL AS IN RO1071059 EXCEPT PT 62 PL 51R24730, PTS 1 TO 5 INCL. PL 51R31988 & PTS 2 TO 4 INCL. PL 51R34959, S/T RO1272147; BARRIE, being all of PIN 58730 - 0303 (LT);
 - (ii) The real property municipally known as 366 Mapleview Drive West / 692 Essa Road, Barrie Ontario, which is legally described as CONSOLIDATION OF VARIOUS PROPERTIES PT LT 3 CON 12 INNISFIL BEING PT 1 PL 51R32435 & PT LTS 3 & 4 CON 12 INNISFIL BEING PTS 1 & 2 PL 51R25124, EXCEPT PT 1 PL 51R33177, S/T RO990763; INNISFIL, being all of PIN 58730 - 0304 (LT);
 - (iii) The real property municipally known as 664 Essa Road, Barrie, Ontario, which is legally described as PT LT 4 CON 12 INNISFIL AS IN RO1278789 EXCEPT PT 6 PL 51R31988; BARRIE, being all of PIN 58730 - 0240 (LT); and
 - (iv) The real property municipally known as 674 Essa Road, Barrie, Ontario, which is legally described as PT LT 4 CON 12 INNISFIL AS IN

RO1244213 EXCEPT PT 61 51R24730 AND PT 251R33177; S/T
RO1272150; BARRIE, being all of PIN 58730 - 0297 (LT).

- (p) **“Receivership Order”** means the order of Mr. Justice Penny dated November 9, 2021, appointing the Receiver and granting the Receiver certain powers;
- (q) **“Receivership Proceeding”** means the proceeding commenced pursuant to the Receivership Order on application by certain secured creditors of the Respondents;
- (r) **“Receiver’s Website”** means <https://mnpdebt.ca/en/corporate/corporate-engagements/2738283-ontario-inc-et-al>; and
- (s) **“Respondents”** means collectively, 2738283 Ontario Inc., 2738284 Ontario Inc. and 2738285 Ontario Inc.

**SCHEDULE “B”
NOTICE TO CLAIMANTS**

Court File No. CV-21-00670723-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

IN THE MATTER OF Section 101 of the *Courts of Justice Act*, R.S.O. 1990 c.C.43, as amended, and in the matter of Section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended

B E T W E E N:

PS HOLDINGS 1 LLC, PS HOLDINGS 2 LLC and PS HOLDINGS 3 LLC

Applicants

-AND-

2738283 ONTARIO INC., 2738284 ONTARIO INC. and 2738285 ONTARIO INC.

Respondents

RE: NOTICE OF CLAIMS PROCESS

PLEASE TAKE NOTICE that this notice is being published pursuant to an Order of the Ontario Superior Court of Justice (Commercial List) made March 10, 2022 (the “**Claims Process Order**”). If you believe you are a creditor of 2738283 ONTARIO INC., 2738284 ONTARIO INC. and 2738285 ONTARIO INC. (collectively, the “**Respondents**”) or 7 GENERATIONS DEVELOPMENT GROUP LIMITED (“**7 Generations**”) and together with the Respondents, the “**Claim Parties**”) please continue reading this notice.

A Claims Process has been commenced pursuant to the Claims Process Order. All creditors of (i) the Respondents, or (ii) 7 Generations solely in respect of the real properties set out in Schedule “A” (collectively, the “**Real Property**”) attached hereto are required to submit a Proof of Claim to MNP Ltd., the Court-appointed receiver of the Respondents (in such capacity, the “**Receiver**”) on or before April 29, 2022.

Creditors may obtain the Claims Process Order and a Claims Package from the Receiver’s website at <https://mnpdebt.ca/en/corporate/corporate-engagements/2738283-ontario-inc-et-al> or by contacting the Receiver by telephone at 416-515-3885 or by email at deborah.hornbostel@mnp.ca.

If you are a creditor of any of the Claim Parties and wish to assert a claim, you are required to submit a completed Proof of Claim to the Receiver by **5:00 p.m. (Toronto Time) on April 29, 2022** (the “**Claims Bar Date**”). It is your responsibility to complete the appropriate documents and ensure that the Receiver receives your completed documents by the Claims Bar Date.

CLAIMS WHICH ARE NOT RECEIVED BY THE CLAIMS BAR DATE WILL BE BARRED AND EXTINGUISHED FOREVER.

DATED at Toronto this ____ day of _____, 2022.

Schedule "A"

- (a) The real property municipally known as 320 Mapleview Drive West, Barrie, Ontario, which is legally described as PT LT 4 CON 12 INNISFIL AS IN RO1071059 EXCEPT PT 62 PL 51R24730, PTS 1 TO 5 INCL. PL 51R31988 & PTS 2 TO 4 INCL. PL 51R34959, S/T RO1272147; BARRIE, being all of PIN 58730 - 0303 (LT);
- (b) The real property municipally known as 366 Mapleview Drive West / 692 Essa Road, Barrie Ontario, which is legally described as CONSOLIDATION OF VARIOUS PROPERTIES PT LT 3 CON 12 INNISFIL BEING PT 1 PL 51R32435 & PT LTS 3 & 4 CON 12 INNISFIL BEING PTS 1 & 2 PL 51R25124, EXCEPT PT 1 PL 51R33177, S/T RO990763; INNISFIL, being all of PIN 58730 - 0304 (LT);
- (c) The real property municipally known as 664 Essa Road, Barrie, Ontario, which is legally described as PT LT 4 CON 12 INNISFIL AS IN RO1278789 EXCEPT PT 6 PL 51R31988; BARRIE, being all of PIN 58730 - 0240 (LT); and
- (d) The real property municipally known as 674 Essa Road, Barrie, Ontario, which is legally described as PT LT 4 CON 12 INNISFIL AS IN RO1244213 EXCEPT PT 61 51R24730 AND PT 251R33177; S/T RO1272150; BARRIE, being all of PIN 58730 - 0297 (LT).

**SCHEDULE "C"
PROOF OF CLAIM**

Court File No. CV-21-00670723-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

IN THE MATTER OF Section 101 of the *Courts of Justice Act*, R.S.O. 1990 c.C.43, as amended, and in the matter of Section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended

B E T W E E N:

PS HOLDINGS 1 LLC, PS HOLDINGS 2 LLC and PS HOLDINGS 3 LLC

Applicants

-AND-

2738283 ONTARIO INC., 2738284 ONTARIO INC. and 2738285 ONTARIO INC.

Respondents

PROOF OF CLAIM

1. PARTICULARS OF CLAIMANT

(a) Full Legal Name of Claimant:

(b) Full Mailing Address of Claimant:

(c) Telephone Number of Claimant:

(d) Facsimile Number of Claimant: _____

(e) E-mail Address of Claimant: _____

(f) Attention (Contact Person): _____

2. PARTICULARS OF ORIGINAL CLAIMANT FROM WHOM YOU ACQUIRED THE CLAIM, IF APPLICABLE:

(a) Have you acquired this Claim by assignment? Yes No

(if yes, attach documents evidencing assignment)

a. Full Legal Name of original creditor(s): _____

3. PROOF OF CLAIM

THE UNDERSIGNED CERTIFIES AS FOLLOWS:

All capitalized terms not otherwise defined herein have the meanings ascribed to them in the Claims Process Order granted by the Ontario Superior Court of Justice (Commercial List) on March 10, 2022 (the “**Claims Process Order**”).

That I [am a Claimant/hold the position of _____ of the Claimant] [*select applicable*] and have knowledge of all the circumstances connected with the Claim described herein;

That I have knowledge of all the circumstances connected with the Claim described and set out below;

The Respondents and/or 7 Generations Development Group Limited are indebted to the Claimant as follows:

(When completing the Proof of Claim form, please include the exact legal name of the party that you are asserting a Claim against. Any Claims denominated in a foreign currency shall be filed in such currency and will be converted to Canadian Dollars at rates set out in the Claims Process Order.)

	2738283 Ontario Inc., 2738284 Ontario Inc. and 2738285 Ontario Inc.	Amount of Claim
1.		\$
2.		\$
	\$	

	7 Generations Development Group Limited (related to the Real Property)	Amount of Claim
1.		\$
2.		
	\$	

4. PARTICULARS OF CLAIM:

The particulars of the undersigned's total Claim are attached.

(Provide full particulars of the Claim(s) and supporting documentation, including the amount, description of transaction(s) or agreement(s) giving rise to the Claim(s), name of any guarantor(s) which has guaranteed the Claim(s), and amount of Claim(s) allocated thereto, date and number of all invoices, particulars of all credits, discounts, etc. claimed. With respect to any Claim(s) asserted against 7 Generations Development Group Limited, indicate the nature of such Claim(s) in respect of the Real Property).

5. FILING OF CLAIM

This Proof of Claim must be returned to and received by the Receiver by 5:00 p.m. (Toronto Time) on the Claims Bar Date (April 29, 2022).

In each case, completed forms must be delivered by prepaid registered mail, courier, personal delivery, or email to the Receiver at the following address:

MNP Ltd.
111 Richmond Street West
Toronto, ON, M5H 2G4

LL

Attn: Deborah Hornbostel / Sheldon Title
Telephone: 416-515-3885/ 416-263-6945
Email: deborah.hornbostel@mnp.ca / sheldon.title@mnp.ca

Dated at _____ this _____ day of _____, 2022.

SCHEDULE "D"
NOTICE OF REVISION OR DISALLOWANCE OF CLAIM

Court File No. CV-21-00670723-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

IN THE MATTER OF Section 101 of the *Courts of Justice Act*, R.S.O. 1990 c.C.43, as amended, and in the matter of Section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended

B E T W E E N:

PS HOLDINGS 1 LLC, PS HOLDINGS 2 LLC and PS HOLDINGS 3 LLC

Applicants

-AND-

2738283 ONTARIO INC., 2738284 ONTARIO INC. and 2738285 ONTARIO INC.

Respondents

NOTICE OF REVISION OR DISALLOWANCE

TO:

The Receiver has reviewed your Proof of Claim dated _____, 2022, and have revised or rejected your Claim in respect of _____ for the following reasons:

Subject to further dispute by you in accordance with the provisions of the Claims Process Order, your Claim will be allowed as follows:

Respondents / Party	Original Claim Amount	Disallowed Amount	Revised Allowed Amount

If you intend to dispute this Notice of Revision or Disallowance, you must notify the Receiver of such intent by delivery to the Receiver of a Dispute Notice in accordance with the Claims Process Order, such that it is received by the Receiver by 5:00 p.m. no later than fourteen (14) calendar days after you receive such Notice of Revision or Disallowance at the following address by prepaid registered mail, courier, personal delivery, or email:

MNP Ltd.
111 Richmond Street West
Toronto, ON, M5H 2G4

Attn: Deborah Hornbostel / Sheldon Title
Telephone: 416-515-3885/ 416-263-6945
Email: deborah.hornbostel@mnp.ca / sheldon.title@mnp.ca

If you do not deliver a Dispute Notice in accordance with the Claims Process Order, the value of your Claim(s) shall be deemed to be as set out in this Notice of Revision or Disallowance.

DATED at _____ this _____ day of _____, 2022.

**SCHEDULE "E"
DISPUTE NOTICE**

Court File No. CV-21-00670723-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

IN THE MATTER OF Section 101 of the *Courts of Justice Act*, R.S.O. 1990 c.C.43, as amended, and in the matter of Section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended

B E T W E E N:

PS HOLDINGS 1 LLC, PS HOLDINGS 2 LLC and PS HOLDINGS 3 LLC

Applicants

-AND-

2738283 ONTARIO INC., 2738284 ONTARIO INC. and 2738285 ONTARIO INC.

Respondents

DISPUTE NOTICE

1. PARTICULARS OF CLAIMANT

(b) Full Legal Name of Claimant:

(c) Full Mailing Address of Claimant:

(d) Telephone Number of Claimant:

(e) Facsimile Number of Claimant:

(f) E-mail Address of Claimant: _____

(g) Attention (Contact Person): _____

2. PARTICULARS OF ORIGINAL CLAIMANT FROM WHOM YOU ACQUIRED THE CLAIM, IF APPLICABLE:

(h) Have you acquired this Claim by assignment? Yes No

(if yes, attach documents evidencing assignment)

Full Legal Name of original creditor(s): _____

3. DISPUTE OF REVISION OR DISALLOWANCE OF CLAIM:

(Any Claims denominated in a foreign currency shall be filed in such currency and will be converted to Canadian dollars at the rate set out in the Claims Procedure Order.)

We hereby disagree with the value of our Claim as set out in the Notice of Revision or Disallowance dated _____, as set out below:

Party¹	Claim as Allowed or Revised per Notice of Revision or Disallowance	Claim per Claimant
	\$	\$
	\$	\$
	Total	\$

(Insert particulars of Claim per Notice of Revision or Disallowance, and the value of your Claim as asserted by the Claimant).

¹ Please include the full legal name of the Respondent or 7 Generations Development Group Limited that you are asserting a Claim against.

4. REASONS FOR DISPUTE:

(Provide full particulars of the Claim and supporting documentation, including amount, description of transaction(s) or agreement(s) giving rise to the Claim, name of any guarantor(s) which has guaranteed the Claim, and amount of Claim allocated thereto, date and number of all invoices, particulars of all credits, discounts, etc. claimed. The particulars provided must support the value of the Claim, as stated by you in item 2 above).

If you intend to dispute the Notice of Revision or Disallowance, you must notify the Receiver of such intent by delivery to the Receiver of this Dispute Notice in accordance with the Claims Process Order such that it is received by the Receiver by 5:00 p.m. no later than fourteen (14) calendar days after you receive such Notice of Revision or Disallowance at the following address by prepaid registered mail, courier, personal delivery, or email:

MNP Ltd.
111 Richmond Street West
Toronto, ON, M5H 2G4

Attn: Deborah Hornbostel / Sheldon Title
Telephone: 416-515-3885/ 416-263-6945
Email: deborah.hornbostel@mnp.ca / sheldon.title@mnp.ca

DATED at _____ this _____ day of _____, 2022.

**IN THE MATTER OF THE RECEIVERSHIP OF 2738283 ONTARIO INC., 2738284 ONTARIO INC. and 2738285 ONTARIO INC.
AND IN THE MATTER OF AN APPLICATION UNDER section 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*, RSO 1990, c C.43, as amended**

**PS HOLDINGS 1 LLC, PS HOLDINGS 2 LLC
and PS HOLDINGS 3 LLC**

and

**2738283 ONTARIO INC., 2738284 ONTARIO INC.
and 2738285 ONTARIO INC**

Applicants

Respondents

Court File No.: CV-21-00670723-00CL

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

Proceedings commenced at Toronto

CLAIMS PROCESS ORDER

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Toronto, ON M5K 1K7
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Robert I. Thornton (LSO# 41877E)

Tel: 416-304-0560 / Email: rthornton@tgf.ca

Rachel A. Nicholson (LSO# 68348V)

Tel: 416-304-1153 / Email: rnicholson@tgf.ca

Lawyers for the Court-Appointed Receiver, MNP Ltd.