

**Notes to Applicant:**

In this form the term “subject” land means the land to be severed and the land to be retained.

One application is required for each transaction (as identified in section 3.1).

Measurements are to be in metric units.

**Legislation information relative to a Consent:**

1. In considering an application, the Committee of Adjustment shall have regard to matters described under Subsection 51(4) being whether the application is physically suitable, compatible with the surrounding land uses, premature, etc.)
2. The Committee of Adjustment may impose conditions of approval if considered appropriate and the conditions must be fulfilled before the Certificate is issued.

**Completeness of the Application:**

**Black arrows (►)** located on the left side of the Section numbers indicates information that **must** be provided by the applicant. This information is prescribed in the Schedule to Ontario Regulation 197/96 made under The Planning Act. The mandatory information must be provided with the appropriate fee. If the mandatory information and fee are not provided, the application will be returned or further consideration refused until the information and fee have been provided.

The application form also sets out other information that will assist the Committee of Adjustment and others in their evaluation of the application. To ensure the quickest and most complete review, this information should be submitted at the time of application. In the absence of this information, it may not be possible to do a complete review within the legislated time frame for making a decision. Consequently, the application may be refused.

An application is considered to be received by the Planning Department on the date it is received with sufficient information and the correct fee.

**Submission of the Application:**

Your submission should include:

- ☐ The original and Twelve (12) copies of completed application including site plan with all information as set out in Section 8.
- ☐ Any registered plans and reference plans for the subject property.
- ☐ Such other material as may be determined for the specific application.
- ☐ The applicable fee as indicated in the current Town of Fort Frances User Fee By-Law.

**For Help:**

Cody Vangel  
Chief Building Official, Municipal Planner  
Sec. Treas. Committee of Adjustment  
Town of Fort Frances  
320 Portage Avenue  
Fort Frances, ON P9A 3P9  
Phone – 274-5323 ext. 1216  
Fax – 274-8479  
Email – [cvangel@fortfrances.ca](mailto:cvangel@fortfrances.ca)



**FORTFRANCES**  
BOUNDLESS  
APPLICATION FOR CONSENT

FOR OFFICE USE ONLY		
File Number:		
Property:	Roll #:	
Date Application Received:	Date Fee Received:	
Date Application Complete:	Receipt #:	Application Fee: \$

**Please Print and Complete or ( ✓ ) Appropriate Box(es)**

**1. Applicant Information**

▶ 1.1	Name of Applicant 2670568 Ontario Ltd.	Home Telephone No.	Business Telephone No. 1-807-632-0246
	Address Box 365, Otterville, ON		Postal Code N0J 1R0
▶ 1.2	Name of Owner(s) (If different from the applicant). An owner's authorization is required in Section 11.1 if the applicant is not the owner.		
	Name of Owner(s)	Home Telephone No.	Business Telephone No.
	Address		Postal Code
1.3	Please indicate to whom all communications should be sent:		<input type="checkbox"/> Owner <input type="checkbox"/> Agent

*Note: If this application is being submitted by an agent on behalf of the Property Owner, the owner's written authorization must accompany the application. If the applicant is a corporation acting without agent, the application must be signed by an officer of the corporation and the corporation's seal (if any) must be affixed.*

**2. Location of Subject Land (Severed and Retained)** Complete Applicable Boxes in Section 2.1

▶ 2.1	Municipality Fort Frances	Township	Property Roll No. 59 12 010 001 107 00
	Property descriptor: See Attachment A	Lot/Section No.	Part No. Reference Plan No.
	Other Information (parcel #, etc.) Portion to be severed includes office building and adjacent white house		Registered Plan No.
▶ 2.2	Are there any easements or restrictive covenants affecting the subject land? If Yes, describe each easement or covenant and its effect		<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes
	No impacts on easements; all restrictive covenants in Attachment A will be removed See Attachment B - Parcel Register		
▶ 2.3	Is there a mortgage or other encumbrance on title to the subject land? If Yes, provide name, full mailing address and contact information of encumbrance holder		<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes
	Combined Metal Industries Inc, 505 Garyray Drive, Toronto, ON M9L 1P9 Echelon Insurance, 2680 Matheson Block E, Suite 300, Mississauga, ON L4W 0A5		

### 3. Purpose of this Application

► 3.1 Type and purpose of proposed transaction ( X appropriate box):

Transfer ☒ Creation of a new lot ☐ Addition of a lot (see also 3.3) ☐ An easement /encroachment agreement  
 Other ☐ A charge ☐ A lease ☐ Correction of title  
☐ Other purpose \_\_\_\_\_

► 3.2 Name of person(s), if known, to whom land or interest in land is to be transferred, leased or charged

Kim & Pat Cornell

► 3.3 If a lot addition, identify the lands to which the parcel will be added. Also show on accompanying sketch.

### 4. Existing or Proposed servicing information regarding the subject land.

(complete each section)

Severed

Retained

		(complete each section)		Severed	Retained
▶ 4.1	Dimensions	Frontage (m) (# of ft x .3048)	See attached sketch		
		Depth (m) (# of ft. x .3048)	Irregular - see sketch		
		Area (ha.) (# of acres x .4047)	TBD - see attached sketch		
▶ 4.2	Use of Property	Existing Use(s)	unused - former office space for mill property	Former paper mill; not operating	
		Proposed Use(s)	brewery	To be determined; revitalized based on a master plan to be developed	
▶ 4.3	Buildings or Structures	Existing	✓	✓	
		Proposed			
▶ 4.4	Access ( ✓ appropriate space)	Provincial Highway (secondary or primary)	✓	✓	
		Municipal Road (maintained all year)			
		Municipal Road (seasonally maintained)			
		Other Public Road			
	Ju	Right of Way			
▶ 4.5	Water Supply ( ✓ appropriate space)	Publicly owned & operated piped water system	✓	✓	
		Privately owned & operated individual well			
		Privately owned & operated communal well			
		Lake or other water body			
		Other means			
▶ 4.6	Sewage Disposal ( ✓ appropriate space)	Publicly owned & operated sanitary sewage system	✓	✓	
		Privately owned & operated individual septic tank*			
		Privately owned & operated communal septic system			
		Privy			
		Other means			
*A certificate of approval from the local Health Unit or Ministry of the Environment and Energy submitted with this application will facilitate the review.					
4.7	Other Services ( ✓ if service is available)	Electricity	✓	✓	
		School Bussing			
		Garbage Collection			

- 4.8 If access to the subject land is by private road, or if "other public road" or "right of way" was indicated in section 4.4 above, indicate who owns the land or road, who is responsible for its maintenance and whether it is maintained seasonally or all year.

## 5. Land Use

- 5.1 What is the existing Official Plan designation(s), if any of the subject land? **Employment Area**

- 5.2 What is the zoning, if any, of the subject land? **M1 - Light Industrial**

- 5.3 Are any of the following uses or features on or adjacent to the subject land. ( X appropriate boxes if any apply)

Use or Feature	On subject land	Adjacent to subject land
An agricultural operation		
A landfill		
An industrial or commercial use (specify uses)	X former paper mill	X former paper mill
An active railway line		
A Municipal Airport		

## 6. History of the Subject Land

- 6.1 Has the subject land ever been the subject of an application for approval of a plan of subdivision or consent under the **Planning Act**?

☐ Yes ☐ No ☒ Unknown

If **Yes**, and if **known**, provide the Ministry or Municipal Application file number and the decision made on the application

- 6.2 If this application is a re-submission of a previous consent application, describe how it has been changed from the original application.

No

- 6.3 Has any land been severed from the parcel originally acquired by the owner of the subject land?

☒ No ☐ Yes

If **yes**, provide for each parcel severed the date of transfer, the name of the transferee and the land use.

## 7. Current Applications

- 7.1 Is the subject land currently the subject of a proposed Official plan or Official Plan amendment, Zoning By-Law amendment, a minister's zoning order, a minor variance, an approval or a plan of subdivision or a consent?

☐ Yes ☒ No ☐ Unknown

If **yes** and if **known**, specify the appropriate file number and status of the application.



## 8. Sketch

- 8.1 The application shall be accompanied by a sketch showing:
- (a) the boundaries and dimensions of any land abutting the subject land that is owned by the owner of the subject land;
  - (b) the approximate distance between the subject land and the nearest township lot line or landmark such as a bridge or railway crossing;
  - (c) the boundaries and dimensions of the subject land, the part that is intended to be severed and the part that is intended to be retained;
  - (d) the location of all land previously severed from the parcel originally acquired by the current owner of the subject land;
  - (e) the approximate location of all natural and artificial features (for example, buildings, railways, roads, watercourses, drainage ditches, banks of rivers or streams, wetlands, wooded areas, wells and septic tanks) that,
    - i. are located on the subject land and on land that is adjacent to it, and
    - ii. in the applicant's opinion, may affect the application;
  - (f) the current uses of land that is adjacent to the subject land (*for example, residential, agricultural or commercial*);
  - (g) the location, width and name of any roads within or abutting the subject land, indicating whether it is an unopened road allowance, a public travelled road, a private road or a right of way;
  - (h) if access to the subject land will be by water only, the location of the parking and boat docking facilities to be used; and
  - (i) the location and nature of any easement affecting the subject land.

## 9. Other Information

- 9.1 Is there any other information that you think may be useful to the Committee of Adjustments for the Township or other agencies in reviewing this application? If so, explain below or attach a separate sheet.

Covenants to be removed after severance

## 10. Signature and Statutory Declaration

- 10.1 **Signature and Statutory Declaration of Applicant**


I, Mitch Lepage of the Township of Lavallee

In the District of Rainy River, make oath and say OR solemnly declare that the  
all of the above statements contained herein and all exhibits and supporting documentation submitted and attached  
hereto are true, and I make this solemn declaration conscientiously believing it to be true and knowing that it is of the  
same force and effect as if made under oath.

**Sworn/Declared** before me at the Town of Fort

Frances, in the District of Rainy River, this 5<sup>th</sup>

day of May, 2020

  
Commissioner for Oaths, etc.

}

  
Applicant

**Elizabeth Slomke, a Commissioner, etc.,  
District of Rainy River, for the Corporation  
of the Town of Fort Frances.**

## 11. Notice of Collection – Municipal Freedom of Information and Protection of Privacy Act

- 11.1 Personal information collected on this form is collected under the authority of the *Planning Act*, R.S.O. 1990 as amended, and will be used to assist in making a decision on this matter. All names, addresses, opinions and comments will be made available for public disclosure. Questions regarding the Municipal Freedom of Information and Protection of Privacy Act should be forwarded to: Town Clerk, c/o Town of Fort Frances, 320 Portage Avenue, Fort Frances, Ontario P9A 3P9, Telephone (807) 274-5323, Ext. 236.

## 12. Owner's Authorization and Consent

- 12.1 This form must be used in all cases where individual(s) are being authorized on behalf of the owner to file an application and to act on behalf of the owner of property that is the subject of the application. Some instances where this authorization will be required are: where a solicitor is acting for an owner; where an agent is acting for an owner; where one owner is acting on behalf of other joint owners; where one owner with a percentage interest in a property is acting for other owners with a whole or percentage interest in a property; where a single spouse only has signed the application. Anyone having an interest in the property must provide a signed authorization. This form, or separate individual copies of this form must be appended to and duly executed by any and all owners of the property that is the subject of this application.

### Authorization to Applicant and Consent to Use and Disclosure of Personal Information

I, Justus Veldman of the Town of Courtham in the Province of Ontario am the owner of the land

that is the subject of this application and, as evidenced by my signature below, I hereby authorize

Mitch Lepage to make this application on my behalf and further to provide any of my personal information that will be included in this application or collected during the processing of the application.

April 28th/2020  
Date

[Signature]  
Signature of Owner


A File Number will be assigned by the Secretary for the Committee of Adjustment, which will be used in all communication.

**Applicant's Checklist:** Have you remembers to attach

- ☐ 1 copy of completed application form
- ☐ 1 copy of sketch
- ☐ 2 copies of Certificate of Approval from Northwestern Health Unit or Ministry of Environment and Energy (if applicable)
- ☐ Application Fee by cash, certified cheque or money order

**Forward to:** Town of Fort Frances  
Committee of Adjustment  
320 Portage Avenue  
Fort Frances, On. P9A 3P9

**SKETCH SHEET**

Outline area to be severed in **GREEN** or   
Outline area to be retained in **RED**

---

Sketch accompanying Application. (Use metric Units) (See Section 8)

See attached plan. Yellow outline to be severed.

Type text here

▲  
N

**Attachment A:** Legal Description of 56018-2300 including restrictive covenants



## Attachment A – Property Description

FIRSTLY; PART UNDESIGNATED LANDS MCIRVINE PARTS 11 AND 12, 48R4583, PART OF UNDESIGNATED LAND AND PART OF FRONT STREET CLOSED BY BY-LAW NO. 35, REGISTERED AS A57368, PART 14, 48R4583, AND PART OF FRONT STREET CLOSED BY BY-LAW NO. 35, REGISTERED AS A57368, PART 15, 48R4583; SUBJECT TO EASEMENT OVER PART 8, 48R4140 IN FAVOUR OF BLK 1 PL SM149 AS IN RD9885; SUBJECT TO AN EASEMENT IN FAVOUR OF PART BLK 1 PL SM149 MCIRVINE; PARTS 17, 18 AND 20, PLAN 48R4140 AS IN RD37959; SUBJECT TO AN EASEMENT AS IN RD37960 SECONDLY; BLK 2 PL SM149 MCIRVINE EXCEPT PART 1, 48R982 & PART 1, 2 & 3, 48R4138; LOT 1-10, INCLUSIVE BLK 8 PL M74 MCIRVINE; PART FRONT ST TOWN PLOT ALBERTON AS CLOSED BY A57368, PART 1, 48R2964; PART UNDESIGNATED LANDS MCIRVINE PARTS 4, 5 & 6, 48R3453; T/W PART 1, RR144 AS IN SLT78451; T/W PARTS 2 & 3, 48R3287 AS IN A57698; S/T A26494, A59117; T/W EASEMENT OVER PART BLK 2 PL SM149 MCIRVINE PART 3, 48R4138, PARTS 1 & 2, 48R4169 AS IN RD9877; S/T EASEMENT OVER PARTS 4, 5 & 6, 48R4138 IN FAVOUR OF PART BLK 2 PL SM149 MCIRVINE PARTS 1, 2 & 3, 48R4138 AS IN RD9878; S/T EASEMENT OVER PARTS 5, 7 & 8, 48R4138 IN FAVOUR OF PART BLK 2 PL SM149 MCIRVINE PARTS 1, 2 & 3, 48R4138 AND BLK 1 SM 149 MCIRVINE AS IN RD9879; S/T EASEMENT IN FAVOUR OF PART BLK 2 PL SM149 MCIRVINE PARTS 1, 2 & 3, 48R4138 AND BLK 1 PL SM149 MCIRVINE AS IN RD9880; T/W EASEMENT OVER BLK 1 PL SM149 MCIRVINE AS IN RD9881; T/W EASEMENT OVER PART BLK 2 PL SM149 MCIRVINE PARTS 1, 2 & 3, 48R4138 AS IN RD9882; S/T EASEMENT OVER PARTS 1 & 2, 48R4167 IN FAVOUR OF PART BLK 2 PL 149 MCIRVINE PARTS 1, 2 & 3, 48R4138 AND BLK 1 PL SM149 MCIRVINE AS IN RD9883; T/W EASEMENT OVER BLK 1 PL SM149 MCIRVINE AS IN RD9884; S/T EASEMENT OVER PART 9, 48R4140 IN FAVOUR OF BLK 1 PL SM149 MCIRVINE AS IN RD9885; T/W EASEMENT OVER PART BLK 1 PL SM149 MCIRVINE PART 19, 48R4140 AND PARTS 2, 5, 6 & 8, 48R4168 AS IN RD9886; FORT FRANCES; TOGETHER WITH AN EASEMENT AS IN RD18132; SUBJECT TO AN EASEMENT OVER PARTS 5,7,8 48R4138 AS IN RD31748; SUBJECT TO AN EASEMENT OVER PARTS 2 & 3 ON 48R4140 IN FAVOUR OF BLOCK 1 PLAN SM149 AS IN RD31749; TOGETHER WITH AN EASEMENT OVER PCL 25754 SEC RAINY RIVER; PART UNDESIGNATED LANDS MCIRVINE PARTS 1, 2 & 3, 48R3453; PART FRONT ST TOWN PLOT ALBERTON PART 1, 48R2986 CLOSED BY BYLAW 35 REGISTERED AS A57368 AS IN RD37960; TOGETHER WITH AN EASEMENT OVER PART PCL 25754 SEC RAINY RIVER; PART UNDESIGNATED LANDS MCIRVINE, TOWN PLOT OF ALBERTON, DESIGNATED AS PARTS 1, 2 AND 3, PLAN 48R4583 AS IN RD37961; TOGETHER WITH AN EASEMENT OVER PART OF WATER POWER PARCEL NO.3, TOWN PLOT OF ALBERTON, DESIGNATED AS PARTS 16, 17, 18 AND 19, PLAN 48R4583 AS IN RD37961; TOGETHER WITH AN EASEMENT OVER PART PCL 25754 SEC RAINY RIVER; PART UNDESIGNATED LANDS MCIRVINE, DESIGNATED AS PARTS 5, 6, 7, 8 AND 9, PLAN 48R4583 AS IN RD37962; TOGETHER WITH AN EASEMENT OVER PART OF WATER POWER PARCEL NO.3 AND PART OF BLOCK X, TOWN PLOT OF ALBERTON, PARTS 21, AND 22, PLAN 48R4583; AND PART OF BLOCK X, TOWN PLOT OF ALBERTON, PARTS 23 AND 24, PLAN 48R4583 AS IN RD37962; SUBJECT TO AN EASEMENT IN GROSS OVER FIRSTLY; PART FRONT STREET CLOSED BY BY-LAW NO. 54/89, A47536 AND PART OF LOTS J AND K AND PART OF CHURCH ST, FRONT ST AND LOT K, CLOSED BY BY-LAW NO. 59/00 AND 59/00A , A78624, TOWN PLOT OF ALBERTON, PART 28, PLAN 48R4583 AS IN RD37964; TOGETHER WITH AN EASEMENT OVER PART PCL 25754 SEC RAINY RIVER; PART UNDESIGNATED LANDS MCIRVINE, PARTS 4, 6, 8, AND 10, PLAN 48R4583; AND PART OF FRONT STREET, TOWN PLOT ALBERTON, CLOSED BY BY-LAW A57368, PART 13, PLAN 48R4583 AS IN RD37963; TOGETHER WITH AN EASEMENT OVER PART OF WATER POWER PARCEL NO.3 AND PART OF BLOCK X, TOWN PLOT OF ALBERTON, PARTS 17, 19,20, 21, 23, AND 32, PLAN 48R4583; PART OF FRONT STREET, TOWN PLOT ALBERTON AS CLOSED BY BY-LAW A57368, PARTS 25, 26 AND 27, PLAN 48R4583 AS IN RD37963

**RESTRICTIVE COVENANT AGREEMENT**

THIS AGREEMENT (this "Agreement") made as of the 2<sup>nd</sup> day of July, 2019.

BETWEEN:

**2670568 ONTARIO LIMITED**

(hereinafter referred to as the "Covenantor")

- and -

**RESOLUTE FP CANADA INC.**

(hereinafter referred to as the "Covenantee")

WHEREAS the Covenantor is the owner in fee simple of the lands legally described in Schedule A hereto (the "**Burdened Land**");

AND WHEREAS the Covenantee is the owner in fee simple of the lands legally described in Schedule B hereto (the "**Benefiting Land**");

AND WHEREAS the Covenantor has represented and warranted to the Covenantee that following the purchase by the Covenantor from the Covenantee of the Burdened Land, the Covenantor will redevelop the closed and non-operational pulp and paper mill located on the Burdened Land for purposes other than a pulp and paper mill.

NOW THEREFORE in consideration of the sum of Two Dollars (\$2.00) now paid by the Covenantee to the Covenantor and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Covenantor, the Covenantor hereby covenants and agrees with the Covenantee as follows:

**1. Restrictive Covenants**

The Covenantor covenants and agrees with the Covenantee for the benefit of the Benefiting Land and every part thereof and for the benefit of the Covenantee and its Affiliates (as defined below) that the Covenantor shall not, as a principal, shareholder, partner, investor, subcontractor, consultant, agent, lender, creditor, advisor or in any other capacity whatsoever, or in partnership, jointly, in conjunction with or otherwise in connection with any Person (as defined below), directly or indirectly:

- (a) use, or permit to be used, the Burdened Land or any part thereof or the equipment located on the Burdened Land or any part thereof to manufacture the following products that would compete with the Covenantee or any of its Affiliates' current business or any part thereof: (i) newsprint; (ii) uncoated mechanical paper; (iii) coated mechanical paper; (iv) recycled market pulp; (v) kraft market pulp; and (vi) tissue;
- (b) without limiting the generality of Section 1(a), sell, transfer or otherwise assign the paper machine located on the Burdened Land, unless it is sold, transferred or assigned for "scrap" only except if the parts of the paper machine are sold in a

disassembled state to different third parties, and the parts sold to any given third party (or any of its Affiliates) under one or more transactions, would not allow any one or more of such third parties to reassemble and/or operate such paper machine;

- (c) for a period of ten (10) years following the date of this Agreement, directly or indirectly: (i) interfere with the relationship between the Covenantor and the Government of Ontario; or (ii) engage in, assist others or take any action to solicit, induce, encourage or attempt to influence the Government of Ontario, in the case of both paragraphs (i) and (ii), to reduce, redirect or change the allocation of fiber on which the Covenantor and its Affiliates rely, notwithstanding any change in the Covenantor's and its Affiliates' operating parameters during such 10-year period. As a condition precedent to any sale to or use by any other party of the Burdened Land or any other assets purchased by the Covenantor on the date of this Agreement from the Covenantor during such 10-year period, the Covenantor shall ensure that any such party also agrees to be bound by the covenants contained in this Section 1(c) directly in favour of the Covenantor and its Affiliates; and
- (d) sell, alienate, assign, transfer, exchange, lease or otherwise dispose of all of the Burdened Land or any substantial portion thereof without first having obtained an undertaking by the acquiror in favour of the Covenantor and its Affiliates (and providing the Covenantor with written evidence thereof) that such acquiror will comply with the Covenantor's covenants set forth in this Agreement including an undertaking to obtain a similar undertaking from a subsequent acquiror. In such case, and provided that the acquiror is not an Affiliate of the Covenantor, the Covenantor shall be released from any further liability under this Agreement with respect to the Burdened Land, except for defaults which occur prior to the transfer to the acquiror.

In this Agreement, "Affiliate" of a party means any Person that directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control with such party and "Person" means an individual, corporation, company, cooperative, partnership, trust, unincorporated association, entity with judicial personality or governmental authority and pronouns which refer to a Person shall have a similarly extended meaning.

## **2. Burden and Benefit**

- (a) To the fullest extent permitted by applicable laws, the covenants set out in Section 1 shall run with, bind and burden the Burdened Land and every part thereof and shall be binding on:
  - (i) the owner at any time and from time to time of the Burdened Land; and
  - (ii) the successors, assigns, tenants, licensees and occupants of the Burdened Land under the owner of the Burdened Land, or any principal, shareholder, partner, investor, subcontractor, consultant, agent, lender, creditor, advisor or any other Person in any capacity whatsoever, or in partnership, jointly, in conjunction with or otherwise in connection with any Person, directly or indirectly of the owner of the Burdened Land.

(b) To the fullest extent permitted by applicable laws, the covenants set out in Section 1 shall run with, be annexed to and benefit the Benefiting Land and every part thereof and shall be for the benefit of:

- (i) the owner at any time and from time to time of the Benefiting Land; and
- (ii) the successors, assigns, tenants, licensees and occupants of the Benefiting Land under the owner of the Benefiting Land.

**3. Representations and Warranties**

(a) The Covenantor hereby represents and warrants as follows to the Covenantee and acknowledges that the Covenantee is relying upon such representations and warranties:

- (i) **Incorporation and Formation.** The Covenantor is a corporation validly existing under the laws of its governing jurisdiction and has the necessary corporate authority, power and capacity to own and operate its property, carry on its business and to enter into and perform its obligations and liabilities under this Agreement;
- (ii) **Corporate and Other Authorization.** The execution and delivery of this Agreement, and the performance by the Covenantor of its obligations and liabilities under this Agreement has been duly and validly authorized by all requisite necessary corporate, partnership or other action and proceedings by the Covenantor;
- (iii) **Execution and Binding Obligation.** This Agreement has been duly executed and delivered by the Covenantor and constitutes a legal, valid and binding agreement of the Covenantor, subject only to any limitation under applicable laws relating to: (i) bankruptcy, winding-up, insolvency, arrangement, fraudulent preference and conveyance, assignment and preference and other similar applicable laws of general application affecting the enforcement of creditors' rights; and (ii) the discretion that a court may exercise in the granting of equitable remedies such as specific performance and injunction;
- (iv) **No Conflict.** The execution and delivery of this Agreement by the Covenantor, and the performance by the Covenantor does not and will not constitute or result in a violation or breach of, or conflict with, or default under, or allow any Person to exercise any rights under, any of the terms and conditions of: (i) its constating documents or by-laws; (ii) any agreement, instrument, indenture, judgment or order binding on it; or (iii) any applicable laws; and
- (v) **Insolvency Proceedings.** No attachments, execution proceedings, assignments for the benefits of creditors, insolvency, bankruptcy, reorganization or other proceedings are pending or, to the Covenantor's knowledge, threatened against the Covenantor, and the Covenantor (i) is not an insolvent Person within the meaning of the *Bankruptcy and Insolvency Act* (Canada) or the *Winding-up and Restructuring Act* (Canada); (ii) has not made an assignment in favour of its creditors or a



proposal in bankruptcy to its creditors or any class thereof; (iii) has not had any petition for a receiving order presented in respect of it; and (iv) has not initiated proceedings with respect to a compromise or arrangement with its creditors or for its winding-up, liquidation or dissolution.

**4. Acknowledgements of Covenantor**

The Covenantor acknowledges and agrees that:

- (a) the Covenantantee would not have entered into the sale of the Burdened Land to the Covenantor had the Covenantor not agreed to be bound by the covenants contained in this Agreement; and
- (b) the covenants contained in this Agreement are separate and independent of any covenants contained in any other agreement between the parties or any of them whether entered into prior to, contemporaneously with or following the date hereof.

**5. Reasonableness**

The Covenantor acknowledges and agrees that the scope of the covenants set forth in Section 1 is fair, reasonable and valid, and is reasonably required for the protection of the Covenantantee and its Affiliates. The Covenantantee acknowledges and agrees that it has received full consideration for the covenants set forth in Section 1 and that the covenants of the Covenantor in Section 1 are an essential condition to the sale of the Burdened Land by the Covenantantee to the Covenantor on the date of this Agreement.

**6. Limitation of Scope**

If any of the provisions in Section 1 shall be determined by a court of competent jurisdiction to be invalid because the scope of any restriction is too broad, then the parties hereto expressly authorize such court to reduce the scope of those restrictions as such court may determine. The invalidity in whole or in part of any of the restrictive covenants identified in this Agreement shall not affect the validity of the other restrictive covenants or the remaining portion of the restrictive covenants herein contained.

**7. Remedies**

(a) The Covenantor acknowledges and agrees that compliance with its obligations under Section 1 is a material consideration of the sale of the Burdened Land to the Covenantor on the date of this Agreement and that a specific covenant of the Covenantor to guaranty the performance of such obligations is appropriate.

(b) The Covenantor understands and agrees that the Covenantantee and its Affiliates will suffer immediate and irreparable harm in the event that the Covenantor breaches any of the terms set out in Section 1 and that monetary damages shall be insufficient to compensate for the breach. Accordingly, the Covenantor agrees that, in the event of a breach or anticipated or threatened breach by it of any of the terms of Section 1, the Covenantantee and its Affiliates, in addition to and not in limitation of any other rights, remedies or damages available to the Covenantantee under any agreement between the Covenantor and the Covenantantee in respect of

the sale of the Burdened Land by the Covenantor to the Covenantee, at law or in equity shall be entitled to an interim injunction, interlocutory injunction, permanent injunction and such other relief as may be decreed or issued by any court of competent jurisdiction in order to prevent or to restrain any such breach by the Covenantor, without having to prove damages and without the requirement of posting a bond or security for costs.

**8. Amendment and Waiver**

(a) This Agreement may only be amended, supplemented or otherwise modified by written agreement signed by each of the Covenantor and the Covenantee.

(b) No waiver of any of the provisions of this Agreement will constitute a waiver of any other provision (whether or not similar). No waiver will be binding unless executed in writing by the party to be bound by the waiver. A party's failure or delay in exercising any right under this Agreement will not operate as a waiver of that right. A single or partial exercise of any right will not preclude a party from any other or further exercise of that right or the exercise of any other right it may have.

**9. Expiration**

Unless otherwise stated herein, the burden of the restrictive covenants contained in this Agreement shall run with the Burdened Land from the date hereof until the date that is 99 years after the date hereof and thereafter the provisions hereof will be of no further effect and the owner of the Burdened Land shall then be entitled to delete these restrictive covenants from title to the Burdened Land without the consent of the owner of the Benefiting Land.

**10. Governing Law**

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

**11. Registration**

The Covenantor agrees to register, or cause to be registered, this Agreement on title to the Burdened Land.


**12. Counterpart Execution**

This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.

***[Remainder of page intentionally left blank.]***

IN WITNESS WHEREOF the Covenantor and the Covenantee have executed  
this Agreement as of the date written above.

2670568 ONTARIO LIMITED

by   
Name: Sustus Odame  
Title: President  
I have authority to bind the Corporation.

RESOLUTE FP CANADA INC.

by \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
I have authority to bind the Corporation.

IN WITNESS WHEREOF the Covenantor and the Covenantee have executed  
this Agreement as of the date written above.

2670568 ONTARIO LIMITED

by \_\_\_\_\_

Name:

Title:

I have authority to bind the Corporation.

RESOLUTE FP CANADA INC.

by \_\_\_\_\_

Name: Kevin G. Baladez

Title: Vice-President and Chief Financial Officer

I have authority to bind the Corporation.





Ontario ServiceOntario

LAND  
REGISTRY  
OFFICE #48

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 3 OF 3  
PREPARED FOR leustace  
ON 2019/08/07 AT 10:34:57

56018-2246 (LT)

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
RD10622	2008/04/23	LR'S ORDER REMARKS: EXCHANGING REFERENCE TO "S/T A59917" SET OUT		LAND REGISTRAR, LRO NO. 48 IN THE PROPERTY DESCRIPTION WITH "S/T A59117" DUE TO TYPOGRAPHICAL ERROR.		C
RD12812	2009/02/10	LR'S ORDER REMARKS: PIN 56018-2246/ADDING SECOND PORTION OF DOMINANT LANDS (BLK 1, SMI49 MCIRVINE) TO PT BLK 2 SMI49 MCIRVINE PT 1, 2 & 3, 48R4138 SET OUT IN EASEMENT RD9879 PIN 56018-2247/ADDING "T/W EASEMENT OVER BLK 2 SMI49 MCIRVINE PT 5, 7 & 8, 48R4138 AS IN RD9879" TO THE PROPERTY DESCRIPTION PURSUANT TO TRANSFER OF EASEMENT RD9879 AS THEREIN SET OUT.		LAND REGISTRAR, LRO NO. 48		C
48R4229	2009/03/12	PLAN REFERENCE				C
RD17700	2011/03/15	APL CH NAME OWNER		ABITIBI-CONSOLIDATED INC.	ABIBOW CANADA INC.	C
RD18137	2011/05/26	NOTICE		ABIBOW CANADA INC.	ACH FORT FRANCES INC.	C
RD28044	2015/07/08	APL CH NAME OWNER		ABIBOW CANADA INC.	RESOLUTE FP CANADA INC.	C
RD31748	2016/12/08	TRANSFER EASEMENT	\$1	RESOLUTE FP CANADA INC.	H2O POWER FORT FRANCES INC.	C
RD31749	2016/12/08	TRANSFER EASEMENT	\$1	RESOLUTE FP CANADA INC.	H2O POWER FORT FRANCES INC.	C
RD37973	2019/07/09	APL CONSOLIDATE		RESOLUTE FP CANADA INC.		C
RD37975	2019/07/09	TRANSFER	\$950,001	RESOLUTE FP CANADA INC.	2670568 ONTARIO LIMITED	
RD37976	2019/07/09	APL ANNEX REST COV		2670568 ONTARIO LIMITED		
RD37977	2019/07/09	CHARGE	\$3,500,000	2670568 ONTARIO INC.	COMBINED METAL INDUSTRIES INC.	
RD37980	2019/07/09	NO ASSGN RENT GEN		2670568 ONTARIO INC.	COMBINED METAL INDUSTRIES INC.	
RD37981	2019/07/09	CHARGE	\$4,212,619	2670568 ONTARIO INC.	ECHELON INSURANCE	
RD37983	2019/07/09	RESTRICTION-LAND		2670568 ONTARIO INC.		

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





ServiceOntario

LAND  
REGISTRY  
OFFICE #48

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 5 OF 6

PREPARED FOR leustace  
ON 2019/08/07 AT 10:25:08

56018-2292 (LT)

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
RD18137	2011/05/26	NOTICE		ABIBOW CANADA INC.	ACH FORT FRANCES INC.	C
RD24846	2014/03/19	APL CH NAME OWNER		ABIBOW CANADA INC.	RESOLUTE FP CANADA INC.	C
RD24869	2014/03/24	NOTICE		THE CORPORATION OF THE TOWN OF FORT FRANCES		C
RD29881	2016/04/05	NOTICE	\$2	RESOLUTE FP CANADA INC.		C
RD29883	2016/04/05	POSTPONEMENT		H2O POWER FORT FRANCES INC.	CANADA CUSTOMS AND REVENUE AGENCY AND THE DEPARTMENT OF CITIZENSHIP AND IMMIGRATION CANADA	C
REMARKS: RD29883 TO RD29881						
RD29884	2016/04/05	POSTPONEMENT		H2O POWER FORT FRANCES INC.	CANADA CUSTOMS AND REVENUE AGENCY AND THE DEPARTMENT OF CITIZENSHIP AND IMMIGRATION CANADA	C
REMARKS: RD29884 TO RD29881						
48R4516	2017/06/19	PLAN-REFERENCE				C
RD33040	2017/07/05	TRANSFER EASEMENT	\$2	RESOLUTE FP CANADA INC.	H2O POWER FORT FRANCES INC.	C
48R4583	2019/06/27	PLAN REFERENCE				C
RD37961	2019/07/08	TRANSFER EASEMENT	\$2	RESOLUTE FP CANADA INC.	RESOLUTE FP CANADA INC.	C
RD37962	2019/07/08	TRANSFER EASEMENT		RESOLUTE FP CANADA INC.	RESOLUTE FP CANADA INC.	C
RD37963	2019/07/08	TRANSFER EASEMENT		RESOLUTE FP CANADA INC.	RESOLUTE FP CANADA INC.	C
RD37966	2019/07/08	TRANSFER EASEMENT		RESOLUTE FP CANADA INC.	RESOLUTE FP CANADA INC.	C
RD37968	2019/07/09	TRANSFER		RESOLUTE FP CANADA INC.	RESOLUTE FP CANADA INC.	C
RD37969	2019/07/09	APL CONSOLIDATE		RESOLUTE FP CANADA INC.	RESOLUTE FP CANADA INC.	C
RD37970	2019/07/09	TRANSFER		RESOLUTE FP CANADA INC.	RESOLUTE FP CANADA INC.	C
RD37971	2019/07/09	APL CONSOLIDATE		RESOLUTE FP CANADA INC.	RESOLUTE FP CANADA INC.	C
RD37975	2019/07/09	TRANSFER	\$950,001	RESOLUTE FP CANADA INC.	2670568 ONTARIO LIMITED	
RD37976	2019/07/09	APL ANNEX REST COV		2670568 ONTARIO LIMITED		
RD37977	2019/07/09	CHARGE	\$3,500,000	2670568 ONTARIO INC.	COMBINED METAL INDUSTRIES INC.	

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



Ontario ServiceOntario

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

LAND  
REGISTRY  
OFFICE #48

56018-2292 (LT)

PAGE 6 OF 6  
PREPARED FOR leustace  
ON 2019/08/07 AT 10:25:08

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
RD37980	2019/07/09	NO ASSIGN RENT GEN		2670568 ONTARIO INC.	COMBINED METAL INDUSTRIES INC.	
RD37981	2019/07/09	CHARGE	\$4,212,619	2670568 ONTARIO INC.	ECHOLON INSURANCE	
RD37983	2019/07/09	RESTRICTION-LAND		2670568 ONTARIO INC.		

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





## PROPERTY INDEX MAP

RAINY RIVER (No. 48)

### LEGEND

	FREEHOLD PROPERTY
	LEASEHOLD PROPERTY
	LIMITED INTEREST PROPERTY
	CONDOMINIUM PROPERTY
	RETIRED PIN (MAP UPDATE PENDING)
	PROPERTY NUMBER
	BLOCK NUMBER
	GEOGRAPHIC FABRIC
	EASEMENT

**THIS IS NOT A PLAN OF SURVEY**

### NOTES

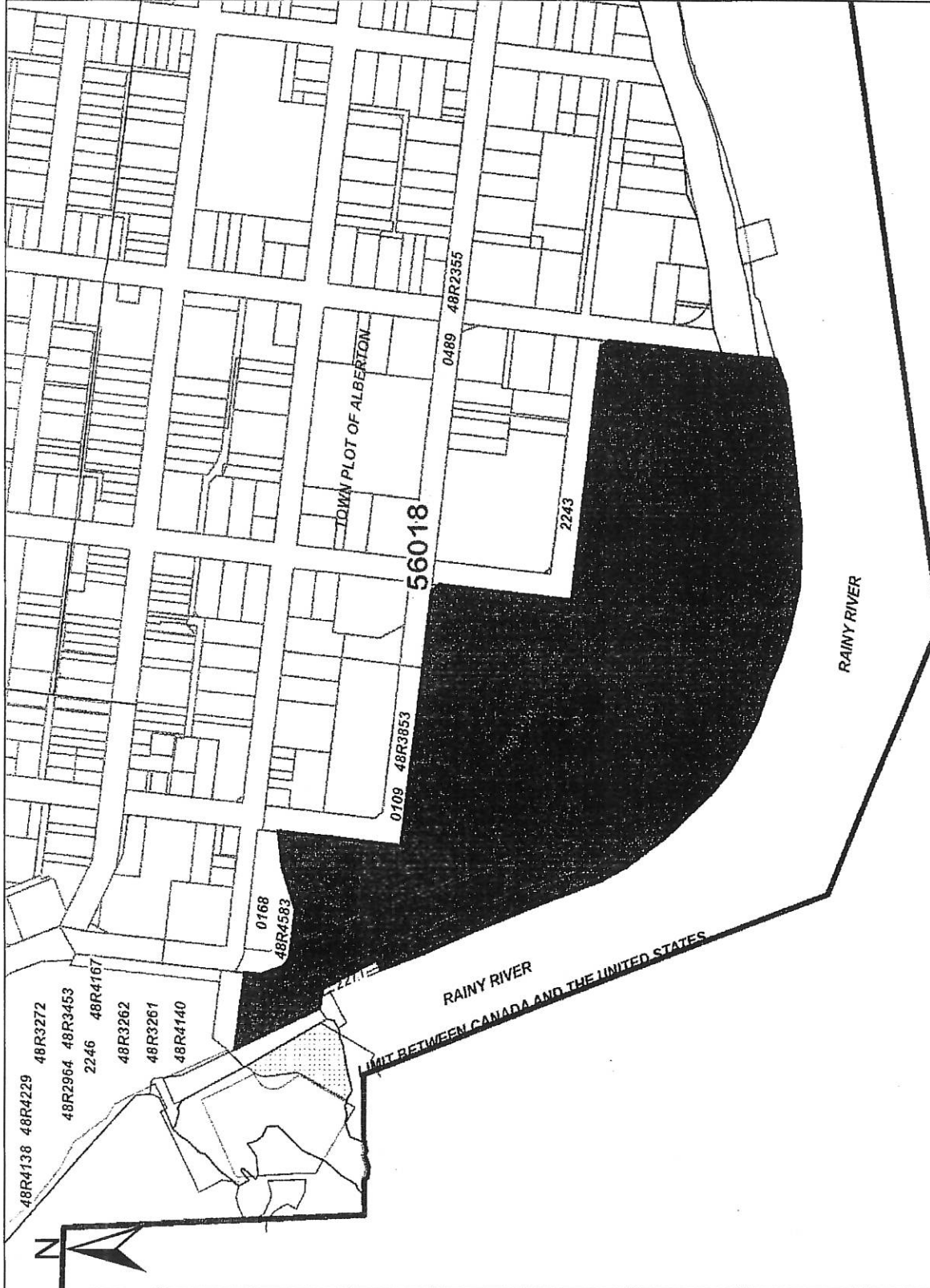
REVIEW THE TITLE RECORDS FOR COMPLETE  
PROPERTY INFORMATION AS THIS MAP MAY  
NOT REFLECT RECENT REGISTRATIONS

THIS MAP WAS COMPILED FROM PLANS AND  
DOCUMENTS RECORDED IN THE LAND  
REGISTRATION SYSTEM AND HAS BEEN PREPARED  
FOR PROPERTY INDEXING PURPOSES ONLY

FOR DIMENSIONS OF PROPERTIES BOUNDARIES SEE  
RECORDED PLANS AND DOCUMENTS

ONLY MAJOR EASEMENTS ARE SHOWN

REFERENCE PLANS UNDERLYING MORE RECENT  
REFERENCE PLANS ARE NOT ILLUSTRATED



**Attachment B:** Parcel Register



## ServiceOntario

LAND  
REGISTRY  
OFFICE #48

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

56018-2300 (L/T)

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

PAGE 1 OF 4  
PREPARED FOR STACEY  
ON 2020/02/26 AT 11:02:33

### PROPERTY DESCRIPTION:

FIRSTLY; PART UNDESIGNATED LANDS MCIRVINE, PARTS 11 AND 12, 48R4583, PART OF UNDESIGNATED LAND AND PART OF FRONT STREET CLOSED BY BY-LAW NO. 35, REGISTERED AS A57366, PART 14, 48R5583, AND PART OF FRONT STREET CLOSED BY BY-LAW NO. 35, REGISTERED AS A57368, PART 15, 48R4583; SUBJECT TO EASEMENT OVER PART 8, 48R4140 IN FAVOUR OF BLK 1 PL SM149 AS IN RD9883; SUBJECT TO AN EASEMENT IN FAVOUR OF PART BLK 1 PL SM149 MCIRVINE; PARTS 17, 18 AND 20, PLAN 48R4140 AS IN RD37959; SUBJECT TO AN EASEMENT AS IN RD37960 SECONDLY, BLK 2 PL SM149 MCIRVINE EXCEPT PART 1, 48R982 & PART 1, 2 & 3, 48R4138; LOT 1-10, INCLUSIVE BLK 8 PL M74 MCIRVINE; PART FRONT ST TOWN PLOT ALBERTON AS CLOSED BY A57368, PART 1, 48R2964; PART UNDESIGNATED LANDS MCIRVINE PARTS 4, 5 & 6, 48R3453; T/W PART 1, R114 AS IN S1778451; T/W PARTS 2 & 3, 48R3287 AS IN A57698; S/T A26494, A59117; T/W EASEMENT OVER PART BLK 2 PL SM149 MCIRVINE PART 3, 48R4138, PARTS 1 & 2, 48R4169 AS IN RD9877; S/T EASEMENT OVER PARTS 4, 5 & 6, 48R4138 IN FAVOUR OF PART BLK 2 PL SM149 MCIRVINE PARTS 1, 2 & 3, 48R4138 AND BLK 1 PL SM149 MCIRVINE AS IN RD9883; T/W SM 149 MCIRVINE AS IN RD9879; S/T EASEMENT IN FAVOUR OF PART BLK 2 PL SM149 MCIRVINE PARTS 1, 2 & 3, 48R4138 AND BLK 1 PL SM149 MCIRVINE AS IN RD9880; T/W EASEMENT OVER BLK 1 PL SM149 MCIRVINE AS IN RD9881; T/W EASEMENT OVER PART BLK 2 PL SM149 MCIRVINE PARTS 1, 2 & 3, 48R4138 AND BLK 1 PL SM149 MCIRVINE AS IN RD9883; S/T EASEMENT OVER BLK 1 PL SM149 MCIRVINE AS IN RD9884; S/T EASEMENT OVER PART 9, 48R4140 IN FAVOUR OF BLK 1 PL SM149 MCIRVINE AS IN RD9885; T/W EASEMENT OVER PART BLK 1 PL SM149 MCIRVINE PART 19, 48R4140 AND PARTS 2, 5, 6 & 8, 48R4168 AS IN RD9886; FORT FRANCES; TOGETHER WITH AN EASEMENT AS IN RD16132; SUBJECT TO AN EASEMENT OVER PARTS 5, 7, 8 48R4138 AS IN RD37748; SUBJECT TO AN EASEMENT OVER PARTS 2 & 3 ON 48R4140 IN FAVOUR OF BLOCK 1 PLAN SM149 AS IN RD31749; TOGETHER WITH AN EASEMENT OVER PCL 25754 SEC RAINY RIVER; PART UNDESIGNATED LANDS MCIRVINE PARTS 1, 2 & 3, 48R3453; PART FRONT ST TOWN PLOT UNDESIGNATED LANDS MCIRVINE, TOWN PLOT OF ALBERTON, DESIGNATED AS PARTS 16, 17, 18 AND 19, PLAN 48R4583 AS IN RD37961; TOGETHER WITH AN EASEMENT OVER PART OF WATER POWER PARCEL NO.3, TOWN PLOT OF ALBERTON, DESIGNATED AS PARTS 16, 17, 18 AND 19, PLAN 48R4583 AS IN RD37961; TOGETHER WITH AN EASEMENT OVER PART OF EASEMENT OVER PART OF WATER POWER PARCEL NO.3 AND PART OF BLOCK X, TOWN PLOT OF ALBERTON, PARTS 21, AND 22, PLAN 48R4583; AND PART OF BLOCK X, TOWN 54/89, A47336 AND PART OF LOTS J AND K AND PART OF CHURCH ST, FRONT ST AND LOT K, CLOSED BY BY-LAW NO. 59/00A, A78624, TOWN PLOT OF ALBERTON, PART 28, PLAN 48R4583 AS IN RD37964; TOGETHER WITH AN EASEMENT OVER PCL 25754 SEC RAINY RIVER; PART UNDESIGNATED LANDS MCIRVINE, PARTS 4, 6, 8, AND 10, PLAN 48R4583; AND PART OF FRONT STREET, TOWN PLOT ALBERTON, CLOSED BY BY-LAW A57368, PART 13, PLAN 48R4583 AS IN RD37963; TOGETHER WITH AN EASEMENT OVER PART OF WATER POWER PARCEL NO.3 AND PART OF BLOCK X, TOWN PLOT OF ALBERTON, PARTS 17, 19, 20, 21, 23, AND 32, PLAN 48R4583; PART OF FRONT STREET, TOWN PLOT ALBERTON AS CLOSED BY BY-LAW A57368, PARTS 25, 26 AND 27, PLAN 48R4583 AS IN RD37963

### PROPERTY REMARKS:

PLANNING ACT CONSENT IN DOCUMENT RD31748. PLANNING ACT CONSENT IN DOCUMENT RD31749. PLANNING ACT CONSENT IN DOCUMENT RD37975. PLANNING ACT CONSENT IN DOCUMENT RD37972. CROWN GRANT SEE SP2751, SP2752.

### ESTATE/QUALIFIER:

FEE SIMPLE  
ABSOLUTE

### RECENTLY:

CONSOLIDATION FROM 56018-2246, 56018-2298

### EIN CREATION DATE:

2019/09/13

### OWNERS' NAMES

2670568 ONTARIO LIMITED

### CAPACITY SHARE

### REG. NUM.

### DATE

### INSTRUMENT TYPE

### AMOUNT

### PARTIES FROM

### PARTIES TO

### CERT/CHKD

\*\* PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) \*\*

NOTE: THE NO DEALINGS INDICATOR IS IN EFFECT ON THIS PROPERTY

48R1903 1982/08/25 PLAN REFERENCE

A26494 1983/03/22 TRANSFER EASEMENT

48R2964 1989/10/16 PLAN REFERENCE

48R3261 1991/11/25 PLAN REFERENCE

48R3262 1991/11/25 PLAN REFERENCE

ONTARIO HYDRO

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



Ontario ServiceOntario

PANCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

LAND

REGISTRY  
OFFICE #48

56018-2300 (LT)

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

PAGE 2 OF 4

PREPARED FOR STACEY

ON 2020/02/26 AT 11:02:23

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHRD
48R3272	1992/01/02	PLAN REFERENCE				C
A57783	1993/09/28	APL (GENERAL)				C
A59117	1994/04/14	TRANSFER EASEMENT			ONTARIO HYDRO	C
48R3453	1994/07/28	PLAN REFERENCE				C
A60409	1994/09/01	ORDER				C
	REMARKS: VESTING, AMENDED BY A79073, A70090, A63763					C
A60428	1994/09/06	ORDER				C
48R3475	1994/12/05	PLAN REFERENCE				C
A62309	1995/06/26	NOTICE				C
	REMARKS: A57793					C
A62310	1995/06/26	APL (GENERAL)				C
	REMARKS: A57794					C
A79074	2002/02/11	NOTICE				C
A81976	2003/03/14	ORDER				C
48R4138	2007/03/23	PLAN REFERENCE				C
48R4140	2007/04/05	PLAN REFERENCE				C
48R4167	2007/11/20	PLAN REFERENCE				C
RD9878	2007/12/21	TRANSFER EASEMENT	\$2	ABITIBI-CONSOLIDATED INC.	ACH FORT FRANCES INC.	C
	REMARKS: CONSENT OF THE TOWN OF FORT FRANCES					C
RD9879	2007/12/21	TRANSFER EASEMENT	\$2	ABITIBI-CONSOLIDATED INC.	ACH FORT FRANCES INC.	C
	REMARKS: CONSENT OF THE TOWN OF FORT FRANCES					C
RD9880	2007/12/21	TRANSFER EASEMENT	\$2	ABITIBI-CONSOLIDATED INC.	ACH FORT FRANCES INC.	C
	REMARKS: CONSENT OF THE TOWN OF FORT FRANCES					C
RD9885	2007/12/21	TRANSFER EASEMENT	\$2	ABITIBI-CONSOLIDATED INC.	ACH FORT FRANCES INC.	C
	REMARKS: CONSENT OF THE TOWN OF FORT FRANCES					C

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



Ontario

ServiceOntario

LAND

REGISTRY  
OFFICE #48

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

56018-2300 (LT)

PAGE 3 OF 4

PREPARED FOR STACEY

ON 2020/02/26 AT 11:02:23

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHRD
RD10622	2008/04/23	LR'S ORDER REMARKS: EXCHANGING REFERENCE TO "S/T A59917" SET OUT		LAND REGISTRAR, LRO NO. 48 IN THE PROPERTY DESCRIPTION WITH "S/T A59117" DUE TO TYPOGRAPHICAL ERROR.		C
RD12812	2009/02/10	LR'S ORDER REMARKS: PIN 56018-2246/ADDING SECOND PORTION OF DOMINANT LANDS (BLK 1, SW149 MCIRVINE) TO PT BLK 2 SW149 MCIRVINE PT 1, 2 & 3, 4884138 SET OUT IN EASEMENT RD9879 PIN 56018-2247/ADDING "T/W EASEMENT OVER BLK 2 SW149 MCIRVINE PT 5, 7 & 8, 4884138 AS IN RD9879" TO THE PROPERTY DESCRIPTION PURSUANT TO TRANSFER OF EASEMENT RD9879 AS THEREIN SET OUT.		LAND REGISTRAR, LRO NO. 48		C
4884229	2009/03/12	PLAN REFERENCE				C
RD18137	2011/05/26	NOTICE		ABIBOW CANADA INC.	ACH FORT FRANCES INC.	C
RD24869	2014/03/24	NOTICE		THE CORPORATION OF THE TOWN OF FORT FRANCES		C
RD29881	2016/04/05	NOTICE	\$2	RESOLUTE FP CANADA INC.		C
RD29884	2016/04/05	POSTPONEMENT		H2O POWER FORT FRANCES INC.	CANADA CUSTOMS AND REVENUE AGENCY AND THE DEPARTMENT OF CITIZENSHIP AND IMMIGRATION CANADA	C
REMARKS: RD9885 TO RD29881						
RD31748	2016/12/08	TRANSFER EASEMENT	\$1	RESOLUTE FP CANADA INC.	H2O POWER FORT FRANCES INC.	C
RD31749	2016/12/08	TRANSFER EASEMENT	\$1	RESOLUTE FP CANADA INC.	H2O POWER FORT FRANCES INC.	C
4884583	2019/06/27	PLAN REFERENCE				C
RD37959	2019/07/08	TRANSFER EASEMENT	\$2	RESOLUTE FP CANADA INC.	THE INTERNATIONAL BRIDGE & TERMINAL COMPANY	C
RD37960	2019/07/08	TRANSFER EASEMENT	\$2	RESOLUTE FP CANADA INC.	RESOLUTE FP CANADA INC.	C
RD37973	2019/07/09	APL CONSOLIDATE		RESOLUTE FP CANADA INC.		C
RD37975	2019/07/09	TRANSFER	\$950,001	RESOLUTE FP CANADA INC.	2670568 ONTARIO LIMITED	C
RD37976	2019/07/09	APL ANNEX REST COV		2670568 ONTARIO LIMITED		C
RD37977	2019/07/09	CHARGE	\$3,500,000	2670568 ONTARIO LIMITED	COMBINED METAL INDUSTRIES INC.	C
RD37980	2019/07/09	NO ASSGN RENT GEN REMARKS: RD37977.		2670568 ONTARIO LIMITED	COMBINED METAL INDUSTRIES INC.	C
RD37981	2019/07/09	CHARGE	\$4,212,619	2670568 ONTARIO LIMITED	ECHOLON INSURANCE	C

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



Ontario

ServiceOntario

LAND

REGISTRY

OFFICE #48

56018-2300 (LT)

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 4 OF 4

PREPARED FOR STACEY

ON 2020/02/26 AT 11:02:23

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
RD37983	2019/07/09	RESTRICTION-LAND	2670568	ONTARIO LIMITED		C
REMARKS: NO TRANSFER OF CHARGE WITHOUT CONSENT OF COMBINED METAL INDUSTRIES INC.						

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



**Attachment C:** Sketch – Portion to be severed in yellow

