

**For Office Use Only:**

File Number	<u>ANPL2023078</u>	Application Fee	<u>\$1711.00 - paid</u>
Related File Number	<u>-</u>	Conservation Authority Fee	<u></u>
Pre-consultation Meeting	<u></u>	Well & Septic Info Provided	<u>N/A</u>
Application Submitted	<u>February 10, 2023</u>	Planner	<u>Hanne Yager</u>
Complete Application	<u>March 2, 2023</u>	Public Notice Sign	<u>-</u>

**Check the type of planning application(s) you are submitting.**

- ☐ Consent/Severance/Boundary Adjustment
- ☐ Surplus Farm Dwelling Severance and Zoning By-law Amendment
- ☒ Minor Variance
- ☐ Easement/Right-of-Way

**Property Assessment Roll Number:** 33703022400**A. Applicant Information****Name of Owner** Schuyler Farms Limited

It is the responsibility of the owner or applicant to notify the planner of any changes in ownership within 30 days of such a change.

**Address** 383 Concession 14 Townsend

**Town and Postal Code** Simcoe, N3Y 4K3

**Phone Number** 519-426-5784 ext. 1

**Cell Number** 519-428-7968

**Email** marshall@schuylerfarms.ca

**Name of Applicant** Schuyler Farms Limited c/o Marshall Schuyler

**Address** 383 Concession 14 Townsend

**Town and Postal Code** Simcoe, N3Y 4K3

**Phone Number** 519-426-5784 ext. 1

**Cell Number** 519-428-7968

**Email** marshall@schuylerfarms.ca

**Name of Agent** LandPro Planning Solutions Inc. c/o Michael Sullivan  
**Address** 110 James St, Unit 204  
**Town and Postal Code** St. Catharines, L2R 7E8  
**Phone Number** (289) 687-3730  
**Cell Number** \_\_\_\_\_  
**Email** info@landproplan.ca / mackenzie@landproplan.ca

Please specify to whom all communications should be sent. Unless otherwise directed, all correspondence and notices in respect of this application will be forwarded to the owner and agent noted above.

☒ Owner ☒ Agent ☐ Applicant

Names and addresses of any holder of any mortgages, charges or other encumbrances on the subject lands:

Bank of Montreal (Canadian Commercial Banking - Corporate Finance Division, 100 King Street West, 18th Floor, Toronto ON and 20 Erb Street West, 11th floor, Waterloo ON)

## **B. Location, Legal Description and Property Information**

1. Legal Description (include Geographic Township, Concession Number, Lot Number, Block Number and Urban Area or Hamlet):

WDH CON 2 PT LOT 3 RP 37R8871 PT PART 1 REG, WOODHOUSE

Municipal Civic Address: 460 Port Ryerse Road, Simcoe

Present Official Plan Designation(s): Agricultural

Present Zoning: Agricultural

2. Is there a special provision or site specific zone on the subject lands?

☐ Yes ☒ No If yes, please specify:

3. Present use of the subject lands:

Agricultural

4. Please describe **all existing** buildings or structures on the subject lands and whether they are to be retained, demolished or removed. If retaining the buildings or structures, please describe the type of buildings or structures, and illustrate the setback, in metric units, from front, rear and side lot lines, ground floor area, gross floor area, lot coverage, number of storeys, width, length, and height on your attached sketch which must be included with your application:

4 barns (retained)

5. If an addition to an existing building is being proposed, please explain what it will be used for (for example a bedroom, kitchen, or bathroom). If new fixtures are proposed, please describe.

N/A

6. Please describe **all proposed** buildings or structures/additions on the subject lands. Describe the type of buildings or structures/additions, and illustrate the setback, in metric units, from front, rear and side lot lines, ground floor area, gross floor area, lot coverage, number of storeys, width, length, and height on your attached sketch which must be included with your application:

Dwelling (1). See concept plan attached for more information.

7. Are any existing buildings on the subject lands designated under the *Ontario Heritage Act* as being architecturally and/or historically significant? Yes ☐ No ☒
- If yes, identify and provide details of the building:

8. If known, the length of time the existing uses have continued on the subject lands:

At least 60 years (Norfolk GIS)

9. Existing use of abutting properties:

Agricultural, residential

10. Are there any easements or restrictive covenants affecting the subject lands?

☐ Yes ☒ No If yes, describe the easement or restrictive covenant and its effect:



### C. Purpose of Development Application

Note: Please complete all that apply. **Failure to complete this section will result in an incomplete application.**

#### 1. Site Information (Please refer to Zoning By-law to confirm permitted dimensions)

	Existing	Permitted	Provision	Proposed	Deficiency
Lot frontage	± 590 + 1287 + 366 m	30 m	N/A	± 590 + 1287 + 366 m	0
Lot depth	± 600 m	N/A	N/A	± 600 m	0
Lot width	± 1390 m	N/A	N/A	± 1390 m	0
Lot area	78.34 ha	40 ha	N/A	78.34 ha	0
Lot coverage	0.002%	N/A	N/A	0.002%	0
Front yard	± 300 m	13 m	N/A	10.21 m	2.79 m
Rear yard	± 360 m	9 m	N/A	± 360 m	0
Height	± 8 m	11 m	N/A	± 8 m	0
Left Interior side yard	± 12 m	3 m	N/A	8.3 m	0
Right Interior side yard	± 6 m	3 m	N/A	± 6 m	0
Exterior side yard (corner lot)	± 50 m	13 m	N/A	± 50 m	0
Parking Spaces (number)	0	2 / dwelling unit	N/A	2+	0
Aisle width	N/A	7.3 m	N/A	7.3 m	0
Stall size	N/A	3 x 5.8 m	N/A	3 x 5.8 m	0
Loading Spaces	N/A	0	N/A	N/A	0
Other	N/A	N/A	N/A	N/A	0



2. Please explain why it is not possible to comply with the provision(s) of the Zoning By-law:

This proposal is an attempt to meet the zoning as closely as possible, without encroaching on the active farmland to the east, and while minimizing the impact on the treed area along the southwest corner of the property .

3. **Consent/Severance/Boundary Adjustment:** Description of land intended to be severed in metric units:

Frontage: N/A

Depth:

Width:

Lot Area:

Present Use:

Proposed Use:

Proposed final lot size (if boundary adjustment):

If a boundary adjustment, identify the assessment roll number and property owner of the lands to which the parcel will be added:

Description of land intended to be retained in metric units:

Frontage:

Depth:

Width:

Lot Area:

Present Use:

Proposed Use:

Buildings on retained land:

4. **Easement/Right-of-Way:** Description of proposed right-of-way/easement in metric units:

Frontage: N/A

Depth:

Width: \_\_\_\_\_  
Area: \_\_\_\_\_  
Proposed Use: \_\_\_\_\_

**5. Surplus Farm Dwelling Severances Only:** List all properties in Norfolk County, which are owned and farmed by the applicant and involved in the farm operation

Owners Name: N/A \_\_\_\_\_  
Roll Number: \_\_\_\_\_  
Total Acreage: \_\_\_\_\_  
Workable Acreage: \_\_\_\_\_  
Existing Farm Type: (for example: corn, orchard, livestock) \_\_\_\_\_  
Dwelling Present?: ☐ Yes ☐ No If yes, year dwelling built \_\_\_\_\_  
Date of Land Purchase: \_\_\_\_\_

Owners Name: \_\_\_\_\_  
Roll Number: \_\_\_\_\_  
Total Acreage: \_\_\_\_\_  
Workable Acreage: \_\_\_\_\_  
Existing Farm Type: (for example: corn, orchard, livestock) \_\_\_\_\_  
Dwelling Present?: ☐ Yes ☐ No If yes, year dwelling built \_\_\_\_\_  
Date of Land Purchase: \_\_\_\_\_

Owners Name: \_\_\_\_\_  
Roll Number: \_\_\_\_\_  
Total Acreage: \_\_\_\_\_  
Workable Acreage: \_\_\_\_\_  
Existing Farm Type: (for example: corn, orchard, livestock) \_\_\_\_\_  
Dwelling Present?: ☐ Yes ☐ No If yes, year dwelling built \_\_\_\_\_  
Date of Land Purchase: \_\_\_\_\_

Owners Name: \_\_\_\_\_  
Roll Number: \_\_\_\_\_  
Total Acreage: \_\_\_\_\_  
Workable Acreage: \_\_\_\_\_  
Existing Farm Type: (for example: corn, orchard, livestock) \_\_\_\_\_  
Dwelling Present?: ☐ Yes ☐ No If yes, year dwelling built \_\_\_\_\_  
Date of Land Purchase: \_\_\_\_\_

Owners Name: \_\_\_\_\_  
Roll Number: \_\_\_\_\_  
Total Acreage: \_\_\_\_\_  
Workable Acreage: \_\_\_\_\_  
Existing Farm Type: (for example: corn, orchard, livestock) \_\_\_\_\_  
Dwelling Present?: ☐ Yes ☐ No If yes, year dwelling built \_\_\_\_\_  
Date of Land Purchase: \_\_\_\_\_

**Note: If additional space is needed please attach a separate sheet.**

**D. All Applications: Previous Use of the Property**

1. Has there been an industrial or commercial use on the subject lands or adjacent lands? ☐ Yes ☒ No ☐ Unknown

If yes, specify the uses (for example: gas station, or petroleum storage):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Is there reason to believe the subject lands may have been contaminated by former uses on the site or adjacent sites? ☐ Yes ☒ No ☐ Unknown

3. Provide the information you used to determine the answers to the above questions:  
Norfolk GIS historical aerial footage.

\_\_\_\_\_  
\_\_\_\_\_



4. If you answered yes to any of the above questions in Section D, a previous use inventory showing all known former uses of the subject lands, or if appropriate, the adjacent lands, is needed. Is the previous use inventory attached? ☐ Yes ☒ No

**E. All Applications: Provincial Policy**

1. Is the requested amendment consistent with the provincial policy statements issued under subsection 3(1) of the *Planning Act*, R.S.O. 1990, c. P. 13? ☒ Yes ☒ No

If no, please explain:

---

---

2. It is owner's responsibility to be aware of and comply with all relevant federal or provincial legislation, municipal by-laws or other agency approvals, including the Endangered Species Act, 2007. Have the subject lands been screened to ensure that development or site alteration will not have any impact on the habitat for endangered or threatened species further to the provincial policy statement subsection 2.1.7? ☐ Yes ☒ No

If no, please explain:

No part of this property is zoned or designated such that would prompt concern for  
endangered or threatened species.

---

---

3. Have the subject lands been screened to ensure that development or site alteration will not have any impact on source water protection? ☐ Yes ☒ No

If no, please explain:

No part of this property is zoned or designated such that would prompt concern for  
source water.

---

---

Note: If in an area of source water Wellhead Protection Area (WHPA) A, B or C please attach relevant information and approved mitigation measures from the Risk Manager Official.

4. All Applications: Are any of the following uses or features on the subject lands or within 500 metres of the subject lands, unless otherwise specified? Please check boxes, if applicable.

**Livestock facility or stockyard** (submit MDS Calculation with application)

☐ On the subject lands or ☐ within 500 meters – distance No

**Wooded area**

☒ On the subject lands or ☐ within 500 meters – distance                     

**Municipal Landfill**

☐ On the subject lands or ☐ within 500 meters – distance No

**Sewage treatment plant or waste stabilization plant**

☐ On the subject lands or ☐ within 500 meters – distance No

**Provincially significant wetland (class 1, 2 or 3) or other environmental feature**

☐ On the subject lands or ☐ within 500 meters – distance No

**Floodplain**

☐ On the subject lands or ☐ within 500 meters – distance No

**Rehabilitated mine site**

☐ On the subject lands or ☐ within 500 meters – distance No

**Non-operating mine site within one kilometre**

☐ On the subject lands or ☐ within 500 meters – distance No

**Active mine site within one kilometre**

☐ On the subject lands or ☐ within 500 meters – distance No

**Industrial or commercial use (specify the use(s))**

☐ On the subject lands or ☒ within 500 meters – distance 20 m (Landscape Architecture suppliers)

**Active railway line**

☐ On the subject lands or ☐ within 500 meters – distance No

**Seasonal wetness of lands**

☐ On the subject lands or ☐ within 500 meters – distance No

**Erosion**

☐ On the subject lands or ☐ within 500 meters – distance No

**Abandoned gas wells**

☐ On the subject lands or ☐ within 500 meters – distance No

## F. All Applications: Servicing and Access

1. Indicate what services are available or proposed:

### Water Supply

- ☐ Municipal piped water  
☒ Individual wells

- ☐ Communal wells  
☐ Other (describe below)

---

### Sewage Treatment

- ☐ Municipal sewers  
☒ Septic tank and tile bed in good working order
- ☐ Communal system  
☐ Other (describe below)

Septic permit obtained to install new tank.

---

### Storm Drainage

- ☐ Storm sewers  
☐ Other (describe below)
- ☒ Open ditches

---

2. Existing or proposed access to subject lands:

- ☒ Municipal road  
☐ Unopened road
- ☐ Provincial highway  
☐ Other (describe below)

Name of road/street:

Port Ryerse Road

## G. All Applications: Other Information

1. Does the application involve a local business? ☒ Yes ☐ No

If yes, how many people are employed on the subject lands?

No permanent employees, ± 25 employees when required through the year.

2. Is there any other information that you think may be useful in the review of this application? If so, explain below or attach on a separate page.

Please see the attached Planning Letter.



## **H. Supporting Material to be submitted by Applicant**

In order for your application to be considered complete, folded hard copies (number of paper copies as directed by the planner) and an **electronic version (PDF) of the site plan drawings, additional plans, studies and reports** will be required, including but not limited to the following details:

1. Concept/Layout Plan
2. All measurements in metric
3. Existing and proposed easements and right of ways
4. Parking space totals – required and proposed
5. All dimensions of the subject lands
6. Dimensions and setbacks of all buildings and structures
7. Location and setbacks of septic system and well from all existing and proposed lot lines, and all existing and proposed structures
8. Names of adjacent streets
9. Natural features, watercourses and trees

In addition, the following additional plans, studies and reports, including but not limited to, **may** also be required as part of the complete application submission:

- ☐ On-Site Sewage Disposal System Evaluation Form (to verify location and condition)
- ☐ Environmental Impact Study
- ☐ Geotechnical Study / Hydrogeological Review
- ☐ Minimum Distance Separation Schedule
- ☐ Record of Site Condition

Your development approval might also be dependent on Ministry of Environment Conservation and Parks, Ministry of Transportation or other relevant federal or provincial legislation, municipal by-laws or other agency approvals.

**All final plans must include the owner's signature as well as the engineer's signature and seal.**

## I. Transfers, Easements and Postponement of Interest

The owner acknowledges and agrees that if required it is their solicitor's responsibility on behalf of the owner for the registration of all transfer(s) of land to the County, and/or transfer(s) of easement in favour of the County and/or utilities. Also, the owner further acknowledges and agrees that it is their solicitor's responsibility on behalf of the owner for the registration of postponements of any charges in favour of the County.

### Permission to Enter Subject Lands

Permission is hereby granted to Norfolk County officers, employees or agents, to enter the premises subject to this application for the purposes of making inspections associated with this application, during normal and reasonable working hours.

### Freedom of Information

For the purposes of the *Municipal Freedom of Information and Protection of Privacy Act*, I authorize and consent to the use by or the disclosure to any person or public body any information that is collected under the authority of the *Planning Act, R.S.O. 1990, c. P. 13* for the purposes of processing this application.

X

Brett Schuyler

Owner/Applicant/Agent Signature

February 2, 2023

Date

## J. Owner's Authorization

If the applicant/agent is not the registered owner of the lands that is the subject of this application, the owner must complete the authorization set out below.

X

I/We Brett Schuyler c/o Schuyler Farms Limited am/are the registered owner(s) of the lands that is the subject of this application.

LandPro Planning Solutions Inc. c/o Michael Sullivan

I/We authorize \_\_\_\_\_ to make this application on my/our behalf and to provide any of my/our personal information necessary for the processing of this application. Moreover, this shall be your good and sufficient authorization for so doing.

X

Brett Schuyler

Owner

February 2, 2023

Date

**\*Note:** If property is owned by an Ontario Ltd. Corporation, Articles of Incorporation are required to be attached to the application.

**K. Declaration**

I, Michael Sullivan of City of Thoron

solemnly declare that:

all of the above statements and the statements contained in all of the exhibits transmitted herewith 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 and by virtue of *The Canada Evidence Act*.

Declared before me at:

City of Thoron

[Signature]  
Owner/Applicant/Agent Signature

In Region of Niagara

This 8 day of Feb

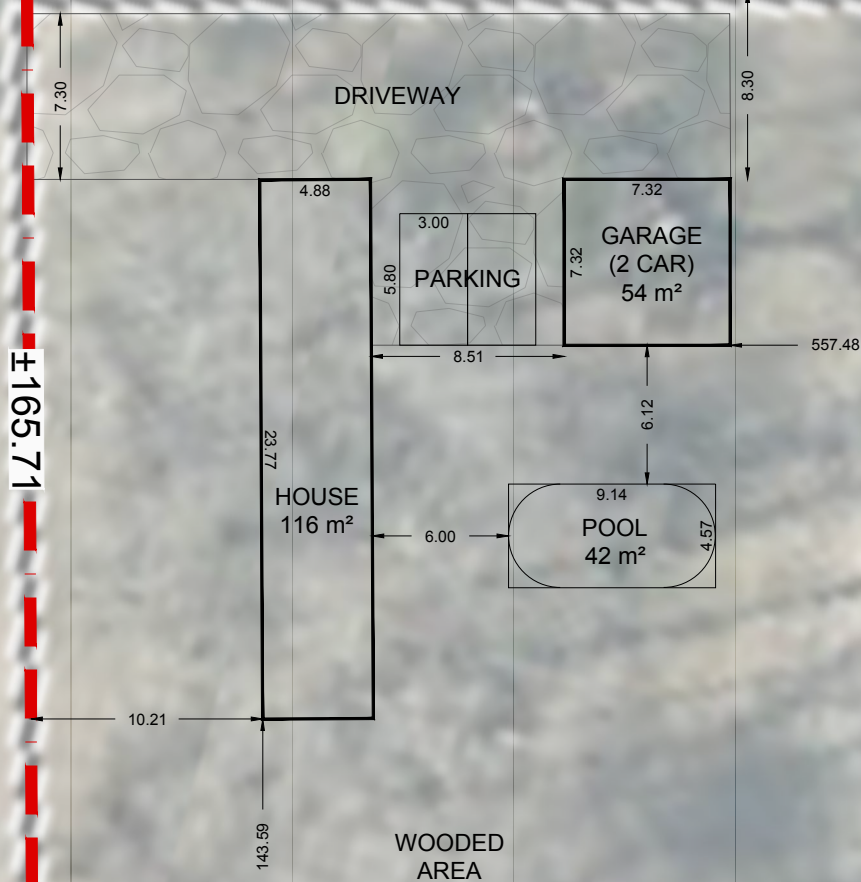
A.D., 20 23

**CAROLE IDA SULLIVAN**  
a Commissioner, etc., Province of Ontario,  
for LandPro Planning Solutions Inc.,  
and limited to process serving only.  
Expires July 17, 2024.

[Signature]  
A Commissioner, etc.



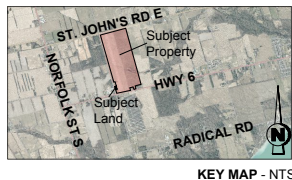
# PORT RYERSE ROAD



## MINOR VARIANCE

460 PORT RYERSE ROAD,  
WOODHOUSE

WDH CON 2 PT LOT 3 RP 37R8871  
PT PART 1, NORFOLK COUNTY



## LEGEND

- Property Boundary
- ▭ Proposed Building

## A ZONING

	REQ.	PROP.
Lot Area	40 ha	78.34 ha
Frontage	30 m	± 590 + 1287 + 366 m
FY Setb.	13 m	10.21 m
RY Setb.	9 m	557.48 m
Int SY Setb.	3 m	8.30 m
Ext SY Setb.	13 m	143.59 m
Parking	2	4

## NOTES:

Front yard setback deficiency will require relief.  
Property dimensions based on Norfolk County GIS as survey was not completed at the time of this drawing.



SCALE: 1:333

DATE: 23-01-2023

DRAWING NO: 1/1

PLOT: 8.5x11"

DESIGNED BY: MC

REVIEWED BY: MS



LANDPRO PLANNING  
SOLUTIONS INC.

110 James Street, Suite 204  
St. Catharines, ON  
269-687-3730  
info@landproplan.ca

February 10<sup>th</sup>, 2023

Secretary-Treasurer  
Committee of Adjustment  
Norfolk County, 185 Robinson Street, Simcoe, ON  
N3Y 5L6  
[committee.of.adjustment@norfolkcounty.ca](mailto:committee.of.adjustment@norfolkcounty.ca) | [planning@norfolkcounty.ca](mailto:planning@norfolkcounty.ca)

**Re: Minor Variance**  
**460 Port Ryerse Road, Norfolk County**

LandPro Planning Solutions Inc. (LandPro) has been retained by Schuyler Farms Ltd. c/o Marshall Schuyler, the property owner of 460 Port Ryerse Road, to be the agent for this Minor Variance application. The application comprises the following:

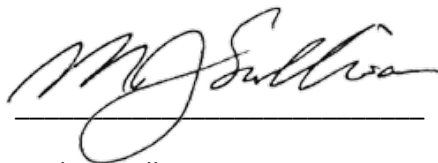
1. Planning Justification Letter (LandPro Planning, February 2022)
2. County Application form, commissioned
3. Concept sketch (LandPro Planning, January 2023)
4. Articles of Incorporation

The fees for the application will be paid directly by property owners.

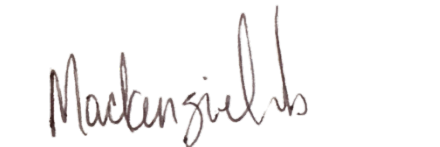
We trust this submission fulfills the County's requirements for a complete application and look forward to receiving confirmation of same.

Sincerely,

**LandPRO Planning Solutions Inc.**



Michael Sullivan  
Principal Planner | President



Mackenzie Crumb, B.A., Dipl.  
Planning Technician | Designer

February 2, 2023

[committee.of.adjustment@norfolkcounty.ca](mailto:committee.of.adjustment@norfolkcounty.ca)

Secretary-Treasurer Committee of Adjustment  
Norfolk County  
185 Robinson Street, Suite 200  
Simcoe, ON N3Y 5L6

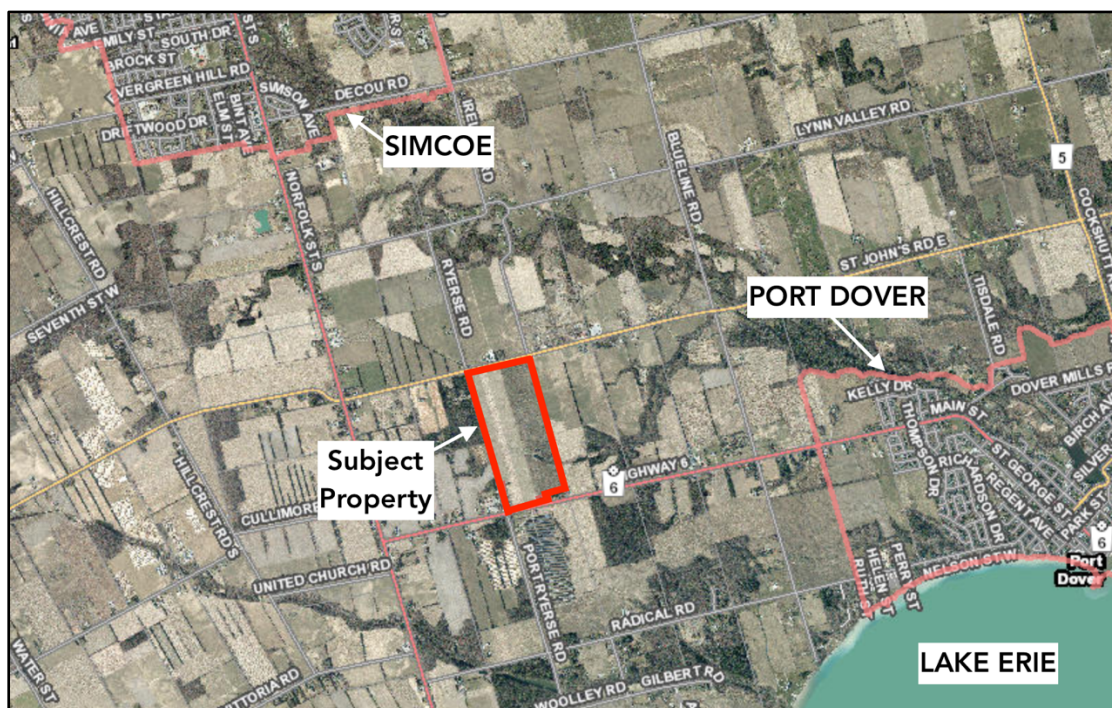
**Re: Application for Minor Variance**  
**460 Port Ryerse Road, Simcoe**  
**Norfolk County**

## 1. INTRODUCTION

LandPro Planning Solutions Inc. (LandPro) was retained by the property owner, Schuyler Farms Ltd., c/o. Marshall Schuyler, to assist with a Minor Variance for a proposed residential development. This letter is accompanied by a Minor Variance application for the subject property at 460 Port Ryerse Road, Simcoe. The Minor Variance application aims to permit a reduction in the required front yard setback to facilitate the construction of a residence.

The subject property is located on the east side of Port Ryerse Road, the south side of St. John's Road East, and north of Highway 6. It is 2.5 kilometres south of the Simcoe Urban Boundary and 2.4 kilometres west of the Port Dover Urban Boundary. See **Figure 1** below.

*Figure 1 - Location of 406 Port Ryerse Road*





## 2. PROPOSED DEVELOPMENT

This application facilitates the construction of a single detached dwelling. The concept plan is presented in **Figure 2**, below. The development will include a house, a detached garage, and a swimming pool.

Figure 2: Proposed Development



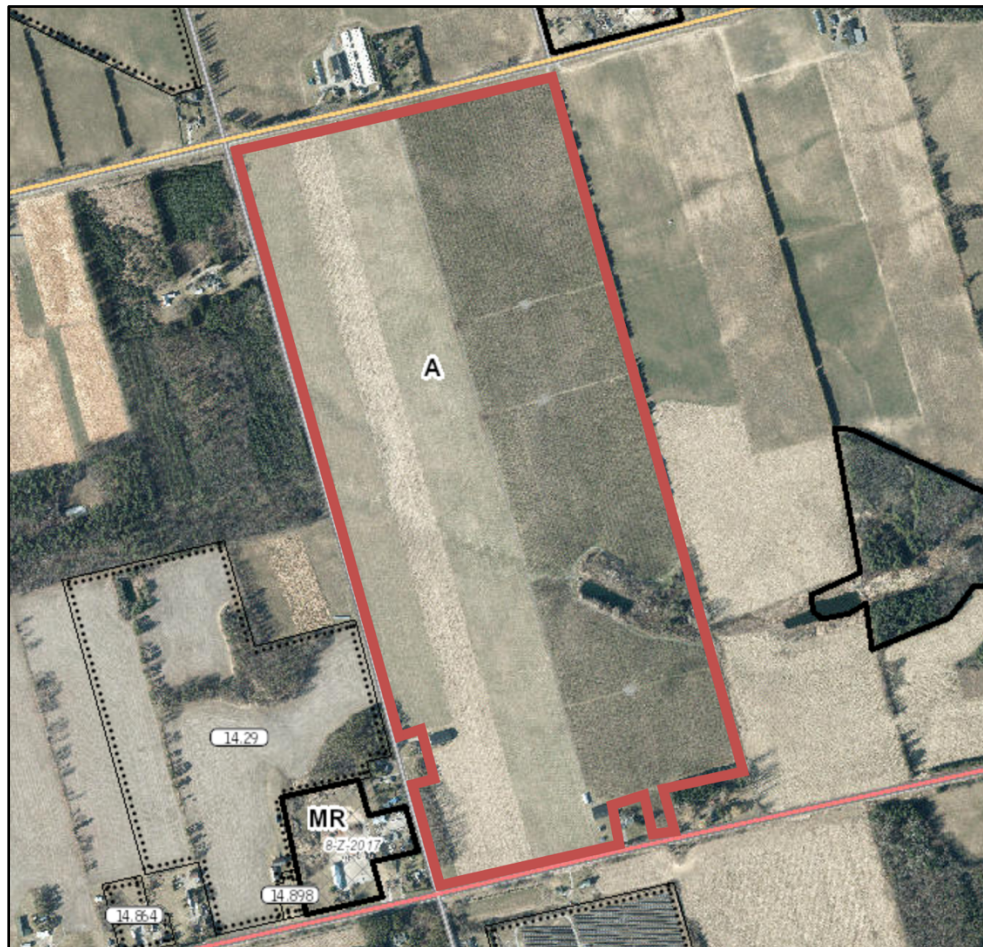
This application proposes to reduce the required front yard setback to allow for the construction of a house and detached garage without imposing on the active farmland behind. A small amount of brush will need to be cleared prior to development, and the front yard setback reduction will result in the removal of less trees as the development will not need to be spread to the south. This deficiency results in the requirement of a Minor Variance.

### 3. POLICY FRAMEWORK

#### 3.1 NORFOLK COUNTY ZONING BY-LAW 1-Z-2014

The Norfolk County Zoning By-law (ZBL) has been developed to implement the policy direction of the Norfolk County Official Plan and regulates the subject property. The current zoning on the property is A (Agricultural), as presented in **Figure 3** below.

*Figure 3: Norfolk County Zoning By-Law 1-Z-2014. Subject property outlined in red.*



The existing zoning permits a single detached dwelling on the property. The remainder of the property is farmed and includes four agricultural buildings.

The subject lands are currently zoned appropriately. However, the proposed development requests a reduction in required front yard setback.

Please see how the property relates to the A zone provisions below in **Table 1**.

*Table 1: Norfolk County Zoning By-Law 1-Z-2014 – A Zone Provisions*

Zone Provisions	Agricultural (A) Zone		
	Required	Proposed	Comment
<b>Min. Lot Area</b>	40 ha	78.34 ha	<b>Complies</b>
<b>Min. Lot Frontage</b>	30m	±590 m (St. John's Road East), ±1287 m (Port Ryerse Road), and ±366 m (Highway 6).	<b>Complies</b>
<b>Min. Front Yard</b>	13m	10.21 m	<b>Does Not Comply</b>
<b>Min. Interior Side Yard</b>	3m	8.30 m	<b>Complies</b>
<b>Min. Exterior Side Yard</b>	13 m	± 144 m	<b>Complies</b>
<b>Min. Rear Yard</b>	9m	± 557 m	<b>Complies</b>
<b>Max. Building Height</b>	11m	± 5m	<b>Complies</b>
<b>Parking</b>	2 / dwelling unit	4	<b>Complies</b>

As shown in the Tables above, the proposed front yard setback is deficient. This proposal asks for a reduction in front yard setback to 10.21 metres. This proposal is an attempt to meet the zoning as closely as possible, without encroaching on the active farmland to the east, and while minimizing the impact on the treed area along the southwest corner of the property.

Subject to the variance being approved, the proposed development will meet the Norfolk County Zoning By-law provisions.

## 3.2 MINOR VARIANCE

This application requires one (1) minor variance to bring this proposed development into conformity with the Norfolk County Zoning By-Law 1-Z-2014 and is to be evaluated against the four tests defined under Section 45(1) of the *Planning Act*.

### 1. IS THE VARIANCE MINOR IN NATURE?

The front yard setback of the proposed house is deficient by 2.79 metres. We are satisfied that this deficiency is minor in nature because of the significant setback that will still exist between Port Ryerse Road and the proposed house, as well as the property's location. Situated in an agricultural, sparsely developed area, there is no risk of visibility or safety being affected by the 2.79-metre reduction.

The variance is minor in nature.



## 2. IS THE VARIANCE DESIRABLE FOR THIS PROPERTY?

The majority of the land is valuable, active farmland. In order to keep this land untouched by development, a reduction in front yard setback is desirable as it will preserve the active agricultural lands. It appears to also reduce the number of trees required to be cleared for the proposed development, which we believe to be desirable for the property as well.

A reduction in the required front yard setback will facilitate the construction of the house without compromising the agricultural or natural elements of the property.

The variance is desirable for this property.

## 3. DOES THE VARIANCE CONFORM TO THE GENERAL INTENT AND PURPOSE OF THE ZONING BY-LAW?

The intent and purpose of the Zoning By-law is to regulate and maintain the character of the area and the safety of the public by applying several specific requirements, according to the property location and design.

Regarding the character of the area, the proposed dwelling would be constructed with 100 metres of six other single detached dwellings. By estimating from Norfolk County's GIS, it appears that several of these houses have front yard setbacks that measure less than 13 metres, including 441 Port Ryerse Road ( $\pm 9\text{m}$ ), 449 Port Ryerse Road ( $\pm 10.5\text{m}$ ), and 459 Port Ryerse Road ( $\pm 11\text{m}$ ). Because of the slight variation in front yard setbacks in the area, we are satisfied that a 10.21 metre front yard setback would not be out of place nor problematic.

As previously noted, it is our opinion that public health and safety will not be negatively impacted by the reduction in front yard setback.

The variance meets the general intent and purpose of the County's Zoning By-law.

## 4. DOES THE VARIANCE CONFORM TO THE GENERAL INTENT AND PURPOSE OF THE OFFICIAL PLAN?

The subject property is designated as Agricultural in the County Official Plan. This application will maintain the present agricultural use of the property while constructing a dwelling in an unfarmed wooded area. The reduced front yard setback will permit the farmed lands to remain untouched, so that no farm operations nor farmland are impacted.

The variance meets the general intent and purpose of the Norfolk County Official Plan.

# 4. ANALYSIS

Based on our review of the existing context, the proposed plan and applicable policy, the proposed Minor Variance is appropriate for the subject property.

The proposed single detached dwelling is permitted on the property. The proposed front yard setback reduction is to attempt to meet the Zoning By-law requirements without encroaching on the active farmland to the east, and while minimizing the impact on the treed area along the southwest corner of the property.

It is our opinion that this Minor Variance meets the Four Tests defined under Section 45(1) of the *Planning Act* and should be considered "good planning."

Minor Variance - Residential  
**460 Port Ryerse Road, Woodhouse**  
Schuyler Farms Ltd. c/o Marshall Schuyler

February 2, 2023

## 5. CONCLUSION

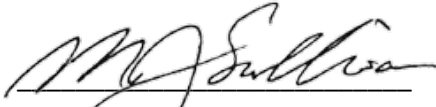
---

Based on the forgoing reasoning, our opinion is that this application should be approved as it meets all four minor variance tests and represents good planning.

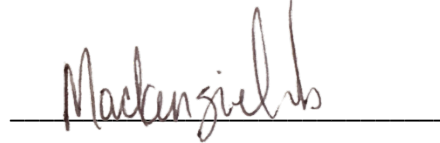
You are welcome to call me at 289-687-3730 to discuss this or by email at [mike@landproplan.ca](mailto:mike@landproplan.ca).

Sincerely,

**LandPro Planning Solutions Inc.**



Michael Sullivan, RPP, MCIP, EP  
President | Principal Planner



Mackenzie Crumb, BA, Dipl.  
Planning Technician | Designer



5025156

Ontario

## CERTIFICATE

This is to certify that these  
articles are effective on

## CERTIFICAT

Ceci certifie que les présents  
statuts entrent en vigueur le

FEBRUARY 28 FÉVRIER, 2020

Barbara Luckitt

⑧

Director / Directrice

Business Corporations Act / Loi sur les sociétés par actions

## ARTICLES OF AMALGAMATION

## STATUTS DE FUSION

1. The name of the amalgamated corporation is: (Set out in BLOCK CAPITAL LETTERS)  
Dénomination sociale de la société issue de la fusion: (Écrire en LETTRES MAJUSCULES SEULEMENT) :

[illegible]

2. The address of the registered office is:  
Adresse du siège social :

383 CONCESSION 14 EAST, R. R. #4.

Street & Number or R.R. Number & if Multi-Office Building give Room No. /  
Rue et numéro ou numéro de la R.R. et, s'il s'agit d'un édifice à bureaux, numéro du bureau

SIMCOE

## ONTARIO

N	3	Y	4	K	3
---	---	---	---	---	---

Name of Municipality or Post Office /  
Nom de la municipalité ou du bureau de poste

Postal Code/Code postal

3. Number of directors is: Fixed number  OR minimum and maximum  
 Nombre d'administrateurs : Nombre fixe  OU minimum et maximum

4. The director(s) is/are: / Administrateur(s) :

First name, middle names and surname  
Prénom, autres prénoms et nom de famille

Address for service, giving Street & No. or R.R. No., Municipality,  
Province, Country and Postal Code

Domicile élu, y compris la rue et le numéro ou le numéro de la R.R., le  
nom de la municipalité, la province, le pays et le code postal

Resident Canadian  
State 'Yes' or 'No'  
Résident canadien  
Oui/Non

GORDON DREW  
SCHUYLER

578 CONCESSION 14 TOWNSEND  
SIMCOE, ONTARIO N3Y 4K3

Yes

MAX MARSHALL  
SCHUYLER

864 CONCESSION 14 TOWNSEND  
SIMCOE, ONTARIO N3Y 4K3

Yes

RYAN SCHUYLER

276 CULVER ROAD  
SIMCOE, ONTARIO N3Y 4K3

Yes



## 4. The director(s) is/are: / Administrateur(s) :

First name, middle names and surname Prénom, autres prénoms et nom de famille	Address for service, giving Street & No. or R.R. No., Municipality, Province, Country and Postal Code Domicile élu, y compris la rue et le numéro ou le numéro de la R.R., le nom de la municipalité, la province, le pays et le code postal	Resident Canadian State 'Yes' or 'No' Résident canadien Oui/Non
--	---	--

BRETT SCHUYLER

416 CONCESSION 13 TOWNSEND  
SIMCOE, ONTARIO N3Y 4K3

Yes

5. Method of amalgamation, check A or B  
Méthode choisie pour la fusion – Cocher A ou B :

**A - Amalgamation Agreement / Convention de fusion :**



The amalgamation agreement has been duly adopted by the shareholders of each of the amalgamating corporations as required by subsection 176 (4) of the *Business Corporations Act* on the date set out below.  
Les actionnaires de chaque société qui fusionne ont dûment adopté la convention de fusion conformément au paragraphe 176(4) de la *Loi sur les sociétés par actions* à la date mentionnée ci-dessous.

or  
ou

**B - Amalgamation of a holding corporation and one or more of its subsidiaries or amalgamation of subsidiaries / Fusion d'une société mère avec une ou plusieurs de ses filiales ou fusion de filiales :**



The amalgamation has been approved by the directors of each amalgamating corporation by a resolution as required by section 177 of the *Business Corporations Act* on the date set out below.

Les administrateurs de chaque société qui fusionne ont approuvé la fusion par voie de résolution conformément à l'article 177 de la *Loi sur les sociétés par actions* à la date mentionnée ci-dessous.

The articles of amalgamation in substance contain the provisions of the articles of incorporation of  
Les statuts de fusion reprennent essentiellement les dispositions des statuts constitutifs de

and are more particularly set out in these articles.  
et sont énoncés textuellement aux présents statuts.

Names of amalgamating corporations Dénomination sociale des sociétés qui fusionnent	Ontario Corporation Number Numéro de la société en Ontario	Date of Adoption/Approval Date d'adoption ou d'approbation		
		Year année	Month mois	Day jour
SCHUYLER FARMS LIMITED	001782818	2020	02	28
NORFOLK CHERRY COMPANY LIMITED	001229044	2020	02	28
LINGWOOD FARMS LIMITED	001374134	2020	02	28

6. Restrictions, if any, on business the corporation may carry on or on powers the corporation may exercise.  
Limites, s'il y a lieu, imposées aux activités commerciales ou aux pouvoirs de la société.

None.

7. The classes and any maximum number of shares that the corporation is authorized to issue:  
Catégories et nombre maximal, s'il y a lieu, d'actions que la société est autorisée à émettre :

The authorized capital is divided into Class "A" Common Shares unlimited in number, Class "B" Common Shares unlimited in number, Class "A" Special Shares unlimited in number, Class "B" Special Shares unlimited in number, Class "C" Special Shares unlimited in number, Class "D" Special Shares unlimited in number and Class "E" Special Shares unlimited in number



8. Rights, privileges, restrictions and conditions (if any) attaching to each class of shares and directors authority with respect to any class of shares which may be issued in series:

Droits, privilèges, restrictions et conditions, s'il y a lieu, rattachés à chaque catégorie d'actions et pouvoirs des administrateurs relatifs à chaque catégorie d'actions qui peut être émise en série :

1. The holders of the Class "A" Common Shares shall be entitled to one vote in respect of each share held at all Shareholder Meetings, other than separate meetings of the holders of another class or series of shares.
2. In the event of the liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, the holders of the Class "A" Common Shares and Class "B" Common Shares shall, after the payment of the amount to which the holders of the Class "A" Special Shares, Class "B" Special Shares, Class "C" Special Shares, Class "D" Special Shares and the Class "E" Special Shares are entitled, be entitled to share equally, share for share, in all distributions out of the property and assets of the Corporation then remaining.
3. Each of the holders of the Class "A" Common Shares, the Class "B" Common Shares, the Class "A" Special Shares, the Class "B" Special Shares, the Class "C" Special Shares, the Class "D" Special Shares and the Class "E" Special Shares shall be entitled to receive, if any, if, as and when declared by the Board of Directors of the Corporation, out of the monies of the Corporation properly applicable to the payment of dividends in any fiscal year, non-cumulative dividends, the amount of which shall be fixed at the time of the declaration of such dividend by resolution of the Board of Directors of the Corporation.
4. The holders of the Class "A" Common Shares, the Class "B" Common Shares, the Class "A" Special Shares, the Class "B" Special Shares, the Class "C" Special Shares, the Class "D" Special Shares and the Class "E" Special Shares need not rank equally or be treated equally in the declaration or payment of dividends and the Directors shall have full and absolute discretion to declare and pay dividends:
  - (i) to the holders of Class "A" Special Shares only; or
  - (ii) to the holders of Class "B" Special Shares only; or
  - (iii) to the holders of Class "C" Special Shares only; or
  - (iv) to the holders of Class "D" Special Shares only; or
  - (v) to the holders of Class "E" Special Shares only; or
  - (vi) to the holders of Class "A" Common Shares only; or
  - (vii) to the holders of the Class "B" Common Shares only; or
  - (viii) of differing amounts per share to the holders of Class "A" Common Shares, the holders of Class "B" Common Shares, the holders of Class "A" Special Shares, the holders of Class "B" Special Shares, the holders of Class "C" Special Shares, the holders of Class "D" Special Shares and the holders of Class "E" Special Shares.
5. The holders of the Class "B" Common Shares shall not be entitled to receive notice of, attend or vote at any Meeting of the Shareholders of the Corporation, other than meetings called with respect to the Class "B" Common Shares only or any matter involving a change to the conditions or limitations attaching to them sufficient votes to protect those rights.
6. The holders of the Class "A" Special Shares shall not be entitled to receive notice of, attend or vote at any Meeting of the Shareholders of the Corporation, other than meetings called with respect to the Class "A" Special Shares only or any matter involving a change to the conditions or limitations attaching to them sufficient votes to protect those rights.
7. The holders of the Class "B" Special Shares shall not be entitled to receive notice of, attend or vote at any Meeting of the Shareholders of the Corporation, other than meetings called with respect to the Class "B" Special Shares only or any matter involving a change to the conditions or

\*\*\*Continued on Pages 4A to 4J

limitations attaching to them sufficient votes to protect those rights

8. The holders of the Class "C" Special Shares shall be entitled to one vote in respect of each share held at all Shareholder Meetings other than separate meetings of the holders of another class or series of shares.

9. The holders of the Class "D" Special Shares shall not be entitled to receive notice of, attend or vote at any Meeting of the Shareholders of the Corporation, other than meetings called with respect to the Class "D" Special Shares only or any matter involving a change to the conditions or limitations attaching to them sufficient votes to protect those rights.

10. The holders of the Class "E" Special Shares shall not be entitled to receive notice of, attend or vote at any Meeting of the Shareholders of the Corporation, other than meetings called with respect to the Class "E" Special Shares only or any matter involving a change to the conditions or limitations attaching to them sufficient votes to protect those rights.

11. The holders of the Class "E" Special Shares shall be entitled to receive, in priority to the holders of the Class "A" Common Shares, Class "B" Common Shares, Class "A" Special Shares, Class "B" Special Shares, Class "C" Special Shares and Class "D" Special Shares if, as and when declared by the Board of Directors of the Corporation, out of the monies of the Corporation properly applicable to the payment of dividends in any fiscal year, a discretionary, non-cumulative dividend at a rate to be set by the Board of Directors, provided that such dividend shall not exceed the lesser of ten (10%) per cent per annum of the Class "E" Redemption Price (as hereinafter defined) and the prescribed rate of interest set by the Canada Revenue Agency under the Income Tax Act or its regulations at the time the shares were issued and provided further that such dividend may be waived by the holders of the Class "E" Special Shares from time to time. Dividends on the Class "E" Special Shares may be declared and be payable on a monthly basis. Dividends paid on the Class "E" Special Shares shall not in any manner whatsoever affect the Class "E" Redemption Price (as hereinafter defined).

12. The holders of the Class "E" Special Shares shall have the right, on the liquidation or the winding up of the Corporation or on its dissolution or on any other distribution of its assets, whether voluntary or involuntary, to receive the Class "E" Redemption Price (as hereinafter defined), in preference and priority to the holders of the Class "A" Common Shares and Class "B" Common Shares and the amount to which the holders of the Class "A" Special Shares, the Class "B" Special Shares, the Class "C" Special Shares and Class "D" Special Shares are entitled.

13. The Corporation may, at any time, purchase for cancellation the whole or any part of the Class "E" Special Shares at the lowest price at which, in the opinion of the Directors, such shares are obtainable, but not exceeding the Class "E" Redemption Price (as hereinafter defined).

14.(a) The Corporation may, at its option, redeem all or from time to time any part of the outstanding Class "E" Special Shares on payment to the holders thereof, for each share to be redeemed, an amount equal one (\$1.00) dollar, plus all declared and unpaid dividends (less the amount of any tax which the Corporation is required to and does withhold tax therefrom)(the "Class "E" Redemption Price").

In the event that the Minister of National Revenue shall, at any time after the date of issuance of the Class "E" Special Shares, make a final determination that, or re-assess any of the

holders of Class "E" Special Shares or the Corporation on the basis that the fair market value of the Class "E" Special Shares on the date of issuance was an amount different from such amount as determined by the holders of Class "E" Special Shares and the Corporation, then the Class "E" Redemption Price shall be changed to equal such amount as may be agreed by the Minister, the holders of the Class "E" Special Shares and the Corporation to have been the fair market value of the Class "E" Special Shares on the date of issuance and all necessary adjustments and/or payments shall be made nunc pro tunc; and, in the absence of such agreement, the fair market value of the Class "E" Special Shares on the date of issuance shall be determined by a court having jurisdiction in the matter (after all appeal rights have been exhausted or all times for appeal have expired without appeals having been taken).

(b) Before redeeming any Class "E" Special Shares the Corporation shall mail to each person who, at the date of such mailing, is a registered holder of shares to be redeemed, notice of the intention of the Corporation to redeem such shares held by such registered holder; such notice shall be mailed by ordinary prepaid post addressed to the last address of such holder as it appears on the records of the Corporation or, in the event of the address of any such holder not appearing on the records of the Corporation, then to the last known address of such holder at least 30 days before the date specified for redemption; such notice shall set out the Class "E" Redemption Price, the date on which redemption is to take place (the "Class "E" Redemption Date") and, if part only of the shares held by the person to whom it is addressed are to be redeemed, the number thereof so to be redeemed. On or after the Class "E" Redemption Date, the Corporation shall pay or cause to be paid the Class "E" Redemption Price to the registered holders of the shares to be redeemed, on presentation and surrender of the certificates for the shares so called for redemption at such place or places as may be specified in such notice, and the certificates for such shares shall thereupon be cancelled, and the shares represented thereby shall thereupon be redeemed. In case a part only of the outstanding Class "E" Special Shares is at any time to be redeemed, the shares to be redeemed shall be selected, at the option of the directors, either by lot in such manner as the directors in their sole discretion shall determine or as nearly as may be pro rata (disregarding fractions) according to the number of Class "E" Special Shares held by each holder. In case a part only of the Class "E" Special Shares represented by any certificate shall be redeemed, a new Certificate for the balance shall be issued at the expense of the Corporation. From and after the date specified for redemption in such notice, the holders of the shares called for redemption shall cease to be entitled to dividends and shall not be entitled to any rights in respect thereof, except to receive the Class "E" Redemption Price, unless payment of the Class "E" Redemption Price shall not be made by the Corporation in accordance with the foregoing provisions, in which case the rights of the holders of such shares shall remain unimpaired. On or before the Class "E" Redemption Date, the Corporation shall have the right to deposit the Class "E" Redemption Price of the shares called for redemption in a special account with any Chartered Bank or Trust Company in Canada named in such notice of redemption to be paid without interest to or to the order of the respective holders of such shares called for redemption upon presentation and surrender of the certificates representing the same and, upon such deposit being made, the shares in respect whereof such deposit shall have been made shall be redeemed and the rights of the several holders thereof, after such deposit, shall be limited to receiving, out of the moneys so deposited, without interest, the Class "E" Redemption Price

applicable to their respective shares against presentation and surrender of the certificates representing such shares.

15. The holders of the Class "E" Special Shares shall be entitled to require the Corporation to redeem, at any time or times, all or any portion of the Class "E" Special Shares registered in the name of such holder on the books of the Corporation by tendering to the Corporation at its registered office a share certificate or certificates representing the Class "E" Special Shares which the registered holder desires to have the Corporation redeem together with a request in writing specifying:

- (i) that the registered holder desires to have the Class "E" Special Shares represented by such certificate(s) redeemed by the Corporation; and
- (ii) the business day on which the holder desires to have the Corporation redeem such Class "E" Special Shares.

Upon receipt of the share certificate(s) representing the Class "E" Special Shares which the registered holder desires to have the Corporation redeem together with such a request, the Corporation shall, 30 days after the business day set out by the holder (the "Class "E" Retraction Date"), or on such earlier date as the Corporation and the registered holder agree, redeem such Class "E" Special Shares by paying to such registered holder the Class "E" Redemption Price. Such payment shall be made by cheque payable at par at any branch of the Corporation's bankers for the time being in Canada. The said Class "E" Special Shares shall be redeemable on the Class "E" Retraction Date or on such earlier date as the Corporation and the registered holder agree and from and after the Class "E" Retraction Date or on such earlier date as the Corporation and the registered holder agree such shares shall cease to be entitled to dividends and the holders thereof shall not be entitled to exercise any of the rights of holders of Class "E" Special Shares in respect thereof unless payment of the Class "E" Redemption Price is not made when due, in which event the rights of the holders of the said Class "E" Special Shares shall remain unaffected until the Class "E" Redemption Price has been paid in full.

16. The holders of the Class "D" Special Shares shall be entitled to receive, in priority to the holders of the Class "A" Common Shares, Class "B" Common Shares, Class "A" Special Shares, Class "B" Special Shares and Class "C" Special Shares and after payment of any dividend to which the holders of the Class "E" Special Shares may be entitled if, as and when declared by the Board of Directors of the Corporation, out of the monies of the Corporation properly applicable to the payment of dividends in any fiscal year, a discretionary, non-cumulative dividend at a rate to be set by the Board of Directors, provided that such dividend shall not exceed the lesser of ten (10%) per cent per annum of the Class "D" Redemption Price (as hereinafter defined) and the prescribed rate of interest set by the Canada Revenue Agency under the Income Tax Act or its regulations at the time the shares were issued and provided further that such dividend may be waived by the holders of the Class "D" Special Shares from time to time. Dividends on the Class "D" Special Shares may be declared and be payable on a monthly basis. Dividends paid on the Class "D" Special Shares shall not in any manner whatsoever affect the Class "D" Redemption Price (as hereinafter defined).

17. The holders of the Class "D" Special Shares shall have the right, on the liquidation or the winding up of the Corporation or on its dissolution or on any other distribution of its assets, whether voluntary or involuntary, to receive the Class "D" Redemption Price (as hereinafter



defined), in preference and priority to the holders of the Class "A" Special Shares, Class "B" Special Shares, Class "C" Special Shares, the Class "A" Common Shares and the Class "B" Common Shares and subsequent to any amounts to which the holders of the Class "E" Special Shares may be entitled.

18. The Corporation may, at any time, purchase for cancellation the whole or any part of the Class "D" Special Shares at the lowest price at which, in the opinion of the Directors, such shares are obtainable, but not exceeding the Class "D" Redemption Price (as hereinafter defined).

19(a) The Corporation may, at its option, redeem all or from time to time any part of the outstanding Class "D" Special Shares on payment to the holders thereof, for each share to be redeemed, an amount equal to one (\$1.00) dollar, plus all declared and unpaid dividends (less the amount of any tax which the Corporation is required to and does withhold tax therefrom)(the "Class "D" Redemption Price").

In the event that the Minister of National Revenue shall, at any time after the date of issuance of the Class "D" Special Shares, make a final determination that, or re-assess any of the holders of Class "D" Special Shares or the Corporation on the basis that the fair market value of the Class "D" Special Shares on the date of issuance was an amount different from such amount as determined by the holders of Class "D" Special Shares and the Corporation, then the Class "D" Redemption Price shall be changed to equal such amount as may be agreed by the Minister, the holders of the Class "D" Special Shares and the Corporation to have been the fair market value of the Class "D" Special Shares on the date of issuance and all necessary adjustments and/or payments shall be made nunc pro tunc; and, in the absence of such agreement, the fair market value of the Class "D" Special Shares on the date of issuance shall be determined by a court having jurisdiction in the matter (after all appeal rights have been exhausted or all times for appeal have expired without appeals having been taken).

(b) Before redeeming any Class "D" Special Shares the Corporation shall mail to each person who, at the date of such mailing, is a registered holder of shares to be redeemed, notice of the intention of the Corporation to redeem such shares held by such registered holder; such notice shall be mailed by ordinary prepaid post addressed to the last address of such holder as it appears on the records of the Corporation or, in the event of the address of any such holder not appearing on the records of the Corporation, then to the last known address of such holder at least 30 days before the date specified for redemption; such notice shall set out the Class "D" Redemption Price, the date on which redemption is to take place (the "Class "D" Redemption Date") and, if part only of the shares held by the person to whom it is addressed are to be redeemed, the number thereof so to be redeemed. On or after the Class "D" Redemption Date, the Corporation shall pay or cause to be paid the Class "D" Redemption Price to the registered holders of the shares to be redeemed, on presentation and surrender of the certificates for the shares so called for redemption at such place or places as may be specified in such notice, and the certificates for such shares shall thereupon be cancelled, and the shares represented thereby shall thereupon be redeemed. In case a part only of the outstanding Class "D" Special Shares is at any time to be redeemed, the shares to be redeemed shall be selected, at the option of the directors, either by lot in such manner as the directors in their sole discretion shall determine or as nearly as may be pro rata (disregarding fractions) according to the number of Class "D" Special Shares held by each holder. In case a part only of the Class "D" Special Shares represented by any certificate shall be

redeemed, a new Certificate for the balance shall be issued at the expense of the Corporation. From and after the date specified for redemption in such notice, the holders of the shares called for redemption shall cease to be entitled to dividends and shall not be entitled to any rights in respect thereof, except to receive the Class "D" Redemption Price, unless payment of the Class "D" Redemption Price shall not be made by the Corporation in accordance with the foregoing provisions, in which case the rights of the holders of such shares shall remain unimpaired. On or before the Class "D" Redemption Date, the Corporation shall have the right to deposit the Class "D" Redemption Price of the shares called for redemption in a special account with any Chartered Bank or Trust Company in Canada named in such notice of redemption to be paid without interest to or to the order of the respective holders of such shares called for redemption upon presentation and surrender of the certificates representing the same and, upon such deposit being made, the shares in respect whereof such deposit shall have been made shall be redeemed and the rights of the several holders thereof, after such deposit, shall be limited to receiving, out of the moneys so deposited, without interest, the Class "D" Redemption Price applicable to their respective shares against presentation and surrender of the certificates representing such shares.

20. The holders of the Class "C" Special Shares shall be entitled to receive, in priority to the holders of the Class "A" Special Shares, Class "B" Special Shares, Class "A" Common Shares and Class "B" Common Shares and after payment of any dividend to which the holders of the Class "D" Special Shares and Class "E" Special Shares may be entitled if, as and when declared by the Board of Directors of the Corporation, out of the monies of the Corporation properly applicable to the payment of dividends in any fiscal year, a discretionary, non-cumulative dividend at a rate to be set by the Board of Directors, provided that such dividend shall not exceed ten (10%) percent per annum of the Class "C" Redemption Price (as hereinafter defined) and provided further that such dividend may be waived by the holders of the Class "C" Special Shares from time to time. Dividends paid on the Class "C" Special Shares shall not in any manner whatsoever affect the Class "C" Redemption Price (as hereinafter defined). Provided that the rate of dividends shall not exceed the prescribed rate of interest set by the Canada Revenue Agency under the Income Tax Act or its regulations at the time the shares were issued.

21. The holders of the Class "C" Special Shares shall have the right, on the liquidation or the winding up of the Corporation or on its dissolution or on any other distribution of its assets, whether voluntary or involuntary, to receive the Class "C" Redemption Price (as hereinafter defined), in preference and priority to the holders of the Class "A" Special Shares, the Class "B" Special Shares, Class "A" Common Shares and Class "B" Common Shares and subsequent to any amounts to which the holders of the Class "D" Special Shares and Class "E" Special Shares may be entitled.

22. The Corporation may, at any time, purchase for cancellation the whole or any part of the Class "C" Special Shares at the lowest price at which, in the opinion of the Directors, such shares are obtainable, but not exceeding the Class "C" Redemption Price (as hereinafter defined).

23.(a) The Corporation may, at its option, redeem all or from time to time any part of the outstanding Class "C" Special Shares on payment to the holders thereof, for each share to be redeemed, an amount equal to one (\$1.00) dollar, plus all declared and unpaid dividends (less the amount of any tax which the Corporation is required to and does withhold tax therefrom)(the "Class "C" Redemption Price").

In the event that the Minister of National Revenue shall, at any time after the date of issuance of the Class "C" Special Shares, make a final determination that, or re-assess any of the holders of Class "C" Special Shares or the Corporation on the basis that the fair market value of the Class "C" Special Shares on the date of issuance was an amount different from such amount as determined by the holders of Class "C" Special Shares and the Corporation, then the Class "C" Redemption Price shall be changed to equal such amount as may be agreed by the Minister, the holders of the Class "C" Special Shares and the Corporation to have been the fair market value of the Class "C" Special Shares on the date of issuance and all necessary adjustments and/or payments shall be made nunc pro tunc; and, in the absence of such agreement, the fair market value of the Class "C" Special Shares on the date of issuance shall be determined by a court having jurisdiction in the matter (after all appeal rights have been exhausted or all times for appeal have expired without appeals having been taken).

(b) Before redeeming any Class "C" Special Shares the Corporation shall mail to each person who, at the date of such mailing, is a registered holder of shares to be redeemed, notice of the intention of the Corporation to redeem such shares held by such registered holder; such notice shall be mailed by ordinary prepaid post addressed to the last address of such holder as it appears on the records of the Corporation or, in the event of the address of any such holder not appearing on the records of the Corporation, then to the last known address of such holder at least 30 days before the date specified for redemption; such notice shall set out the Class "C" Redemption Price, the date on which redemption is to take place (the "Class "C" Redemption Date") and, if part only of the shares held by the person to whom it is addressed are to be redeemed, the number thereof so to be redeemed. On or after the Class "C" Redemption Date, the Corporation shall pay or cause to be paid the Class "C" Redemption Price to the registered holders of the shares to be redeemed, on presentation and surrender of the certificates for the shares so called for redemption at such place or places as may be specified in such notice, and the certificates for such shares shall thereupon be cancelled, and the shares represented thereby shall thereupon be redeemed. In case a part only of the outstanding Class "C" Special Shares is at any time to be redeemed, the shares to be redeemed shall be selected, at the option of the Directors, either by lot in such manner as the directors in their sole discretion shall determine or as nearly as may be pro rata (disregarding fractions) according to the number of Class "C" Special Shares held by each holder. In case a part only of the Class "C" Special Shares represented by any certificate shall be redeemed, a new Certificate for the balance shall be issued at the expense of the Corporation. From and after the date specified for redemption in such notice, the holders of the shares called for redemption shall cease to be entitled to dividends and shall not be entitled to any rights in respect thereof, except to receive the Class "C" Redemption Price, unless payment of the Class "C" Redemption Price shall not be made by the Corporation in accordance with the foregoing provisions, in which case the rights of the holders of such shares shall remain unimpaired. On or before the Class "C" Redemption Date, the Corporation shall have the right to deposit the Class "C" Redemption Price of the shares called for redemption in a special account with any Chartered Bank or Trust Company in Canada named in such notice of redemption to be paid without interest to or to the order of the respective holders of such shares called for redemption upon presentation and surrender of the certificates representing the same and, upon such deposit being made, the shares in respect whereof such deposit shall have been

made shall be redeemed and the rights of the several holders thereof, after such deposit, shall be limited to receiving, out the moneys so deposited, without interest, the Class "C" Redemption Price applicable to their respective shares against presentation and surrender of the certificates representing such shares.

24. The holders of the Class "C" Special Shares shall be entitled to require the Corporation to redeem, at any time or times, all or any portion of the Class "C" Special Shares registered in the name of such holder on the books of the Corporation by tendering to the Corporation at its registered office a share certificate or certificates representing the Class "C" Special Shares which the registered holder desires to have the Corporation redeem together with a request in writing specifying:

- (i) that the registered holder desires to have the Class "C" Special Shares represented by such certificate(s) redeemed by the Corporation; and
- (ii) the business day on which the holder desires to have the Corporation redeem such Class "C" Special Shares.

Upon receipt of the share certificate(s) representing the Class "C" Special Shares which the registered holder desires to have the Corporation redeem together with such a request, the Corporation shall, 30 days after the business day set out in the notice (the "Class "C" Retraction Date"), or on such earlier date as the Corporation and the registered holder agree, redeem such Class "C" Special Shares by paying to such registered holder the Class "C" Redemption Price. Such payment shall be made by cheque payable at par at any branch of the Corporation's bankers for the time being in Canada. The said Class "C" Special Shares shall be redeemable on the Class "C" Retraction Date or on such earlier date as the Corporation and the registered holder agree and from and after the Class "C" Retraction Date or on such earlier date as the Corporation and the registered holder agree such shares shall cease to be entitled to dividends and the holders thereof shall not be entitled to exercise any of the rights of holders of Class "C" Special Shares in respect thereof unless payment of the Class "C" Redemption Price is not made when due, in which event the rights of the holders of the said Class "C" Special Shares shall remain unaffected until the Class "C" Redemption Price has been paid in full.

25. The holders of the Class "A" Special Shares and the Class "B" Special Shares shall have the right, on the liquidation or the winding up of the Corporation or on its dissolution or on any other distribution of its assets, whether voluntary or involuntary, to receive the Class A/B Redemption Price (as hereinafter defined), in preference and priority to the holders of the Class "A" Common Shares and the Class "B" Common Shares and subsequent to any amounts to which the holders of any of the Class "C" Special Shares, the Class "D" Special Shares and the Class "E" Special Shares may be entitled.

26. The Corporation may, at any time, purchase for cancellation the whole or any part of the Class "A" Special Shares or the Class "B" Special Shares at the lowest price at which, in the opinion of the Directors, such shares are obtainable, but not exceeding the Class A/B Redemption Price (as hereinafter defined).

27.(a) The Corporation may, at its option, redeem all or from time to time any part of the outstanding Class "A" Special Shares and Class "B" Special Shares on payment to the holders thereof, for each share to be redeemed, an amount equal one (\$1.00) dollar, plus all declared and unpaid dividends (less the amount of any tax which the Corporation is required to and does



withhold tax therefrom)(the "Class A/B Redemption Price").

In the event that the Minister of National Revenue shall, at any time after the date of issuance of the Class "A" Special Shares and the Class "B" Special Shares make a final determination that, or re-assess any of the holders of the said Special Shares or the Corporation on the basis that the fair market value of the said Special Shares on the date of issuance was an amount different from such amount as determined by the holders of the said Special Shares and the Corporation, then the Class A/B Redemption Price shall be changed to equal such amount as may be agreed by the Minister, the holders of the said Special Shares and the Corporation to have been the fair market value of the said Special Shares on the date of issuance and all necessary adjustments and/or payments shall be made nunc pro tunc; and, in the absence of such agreement, the fair market value of the said Special Shares on the date of issuance shall be determined by a court having jurisdiction in the matter (after all appeal rights have been exhausted or all times for appeal have expired without appeals having been taken).

(b) Before redeeming any Class "A" Special Shares or Class "B" Special Shares the Corporation shall mail to each person who, at the date of such mailing, is a registered holder of shares to be redeemed, notice of the intention of the Corporation to redeem such shares held by such registered holder; such notice shall be mailed by ordinary prepaid post addressed to the last address of such holder as it appears on the records of the Corporation or, in the event of the address of any such holder not appearing on the records of the Corporation, then to the last known address of such holder at least 30 days before the date specified for redemption; such notice shall set out the redemption price thereon, the date on which redemption is to take place (the "Redemption Date") and, if part only of the shares held by the person to whom it is addressed are to be redeemed, the number thereof so to be redeemed. On or after the Redemption Date, the Corporation shall pay or cause to be paid the redemption price thereon to the registered holders of the shares to be redeemed, on presentation and surrender of the certificates for the shares so called for redemption at such place or places as may be specified in such notice, and the certificates for such shares shall thereupon be cancelled, and the shares represented thereby shall thereupon be redeemed. In case a part only of any of a class of the outstanding Special Shares is at any time to be redeemed, the shares to be redeemed shall be selected, at the option of the directors, either by lot in such manner as the directors in their sole discretion shall determine or as nearly as may be pro rata (disregarding fractions) according to the number of such Special Shares held by each holder. In case a part only of such Special Shares represented by any certificate shall be redeemed, a new Certificate for the balance shall be issued at the expense of the Corporation. From and after the date specified for redemption in such notice, the holders of the shares called for redemption shall cease to be entitled to dividends and shall not be entitled to any rights in respect thereof, except to receive the redemption price thereon, unless payment of the redemption price thereon shall not be made by the Corporation in accordance with the foregoing provisions, in which case the rights of the holders of such shares shall remain unimpaired. On or before the Redemption Date, the Corporation shall have the right to deposit the redemption price thereon of the shares called for redemption in a special account with any Chartered Bank or Trust Company in Canada named in such notice of redemption to be paid without interest to or to the order of the respective holders of such shares called for redemption upon presentation and surrender of the certificates representing the same and, upon

such deposit being made, the shares in respect whereof such deposit shall have been made shall be redeemed and the rights of the several holders thereof, after such deposit, shall be limited to receiving, out of the moneys so deposited, without interest, the Redemption Price applicable to their respective shares against presentation and surrender of the certificates representing such shares.

28.(a) If an adjustment is made to the Class "A" Redemption Price, the Class "B" Redemption Price, the Class "C" Redemption Price, the Class "D" Redemption Price or the Class "E" Redemption Price pursuant to paragraphs 14(a), 19(a), 23(a) or 27 (a) and if the Directors decide an adjustment to the stated capital of the shares in question (the "Shares") is required, then subject to the provisions of the Business Corporations Act, the stated capital of the Shares shall be adjusted retroactively to the date or dates of issuance of the Shares and to the amount determined by the Directors;

(b) If dividends are paid on the Shares between the date of issue and the actual date of any adjustment provided for in paragraphs 14(a), 19(a), 23(a) or 27(a) , then forthwith upon any such adjustment being made, an amount shall be paid by the Corporation to the recipient of the dividend or by the recipient of the dividend on the Shares to the Corporation, as the case may be. The amount payable shall be equal to the difference between the amount of dividend actually received and the amount of dividend which would have been received if the said adjustment had actually been made at the date of issuance of the Shares;

(c) If any Shares are redeemed or purchased by the Corporation before the actual date of any adjustment provided for in paragraphs 14(a), 19(a), 23(a) or 27(a) , then forthwith upon any such adjustment being made, an amount shall be paid by the Corporation to the person or the person to the Corporation whose Shares were redeemed or purchased by the Corporation, as the case may be. The amount payable shall be equal to the difference between the Class "A" Redemption Price, the Class "B" Redemption Price, the Class "C" Redemption Price, Class "D" Redemption Price or Class "E" Redemption Price, as the case may be, actually paid on the redemption or purchase of the Shares and the said Redemption Price which would have been paid on the redemption or purchase of the redeemed or purchased Shares if the said adjustment had actually been made at the date of issuance of the redeemed Shares.

29. The holders of the Class "A" Special Shares, the Class "B" Special Shares and the Class "D" Special Shares shall not be entitled to require the Corporation redeem or purchase any portion of the said Special Shares registered in their name.

30. No distribution shall be made to the holders of any of the Class "A" Common Shares or the Class "B" Common Shares, if such distribution would result in the Corporation having insufficient net assets to redeem or purchase the Class "A" Special Shares, the Class "B" Special Shares, the Class "C" Special Shares, the Class "D" Special Shares or the Class "E" Special Shares. For the purpose of this clause,

(i) "net assets" of the Corporation means the amount for which the assets of the Corporation could be realized in cash at that time less the liabilities of the Corporation at that time; and

(ii) "distribution" means any declaration, payment or distribution to or to the account of any holders of any Class "A" Common Shares or Class "B" Common Shares, of the Corporation, now or hereafter outstanding by way of:

- (1) dividends in cash or specie, except dividends payable in shares of any class of share of the Corporation; or
- (2) purchase, redemption or other retirement of any outstanding shares except when such purchase, redemption or other retirement is paid for out of the proceeds of a fresh issue of shares made for that purpose.

9. The issue, transfer or ownership of shares is/is not restricted and the restrictions (if any) are as follows:  
L'émission, le transfert ou la propriété d'actions est/n'est pas restreint. Les restrictions, s'il y a lieu, sont les suivantes :

SUBJECT TO ANY UNANIMOUS SHAREHOLDERS AGREEMENT the right to transfer shares of the Corporation shall be restricted in that without the express sanction of the Directors, to be signified by a resolution passed by the Board, no Shareholder shall transfer any of their shares in the Corporation.

10. Other provisions, (if any):  
Autres dispositions, s'il y a lieu :

1. It shall be necessary for a majority of the Board of Directors of the Corporation to constitute a quorum, but a quorum shall be two-fifths (2/5) of the Board of Directors or one (1) Director whichever is the greater.
2. The number of Shareholders of the Corporation, exclusive of persons who are in its employment and exclusive of persons who, having been formerly in the employment of the Corporation, were, while in that employment, and have continued, after termination of the employment, to be Shareholders of the Corporation, is limited to not more than fifty (50), two (2) or more persons who are the joint registered owners of one (1) or more shares being counted as one (1) Shareholder.
3. Any invitation to the public to subscribe for securities of the Corporation is prohibited.
4. Subject to the provisions of the Business Corporations Act, (Ontario), as amended or re-enacted from time to time, the Directors of the Corporation may, without authorization of the Shareholders:
  - (a) Borrow money upon the credit of the Corporation;
  - (b) Issue, reissue, sell or pledge debt obligations of the Corporation;
  - (c) Give a guarantee on behalf of the Corporation to secure performance of an obligation of any person; and
  - (d) Mortgage, hypothecate, pledge or otherwise create a security interest in all or any property of the Corporation, owned or subsequently acquired, to secure any obligation of the Corporation; and
  - (e) By resolution, delegate any or all such powers to a director, a committee of Directors or an officer of the Corporation.

11. The statements required by subsection 178(2) of the *Business Corporations Act* are attached as Schedule "A".  
Les déclarations exigées aux termes du paragraphe 178(2) de la *Loi sur les sociétés par actions* constituent l'annexe A.

12. A copy of the amalgamation agreement or directors' resolutions (as the case may be) is/are attached as Schedule "B".  
Une copie de la convention de fusion ou les résolutions des administrateurs (selon le cas) constitue(nt) l'annexe B.



These articles are signed in duplicate.  
Les présents statuts sont signés en double exemplaire.

Name and **original signature** of a director or authorized signing officer of each of the amalgamating corporations. Include the name of each corporation, the signatories name and description of office (e.g. president, secretary). **Only a director or authorized signing officer can sign on behalf of the corporation.** / Nom et **signature originale** d'un administrateur ou d'un signataire autorisé de chaque société qui fusionne. Indiquer la dénomination sociale de chaque société, le nom du signataire et sa fonction (p. ex. : président, secrétaire). **Seul un administrateur ou un dirigeant habilité peut signer au nom de la société.**

### SCHUYLER FARMS LIMITED

Names of Corporations / Dénomination sociale des sociétés

By / Par

Signature / Signature

MAX MARSHALL SCHUYLER

Print name of signatory /  
Nom du signataire en lettres moulées

SECRETARY

Description of Office / Fonction

### NORFOLK CHERRY COMPANY LIMITED

Names of Corporations / Dénomination sociale des sociétés

By / Par

Signature / Signature

MAX MARSHALL SCHUYLER

Print name of signatory /  
Nom du signataire en lettres moulées

VICE-PRESIDENT

Description of Office / Fonction

### LINGWOOD FARMS LIMITED

Names of Corporations / Dénomination sociale des sociétés

By / Par

Signature / Signature

MAX MARSHALL SCHUYLER

Print name of signatory /  
Nom du signataire en lettres moulées

SECRETARY

Description of Office / Fonction

Names of Corporations / Dénomination sociale des sociétés

By / Par

Signature / Signature

Print name of signatory /  
Nom du signataire en lettres moulées

Description of Office / Fonction

Names of Corporations / Dénomination sociale des sociétés

By / Par

Signature / Signature

Print name of signatory /  
Nom du signataire en lettres moulées

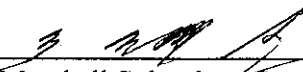
Description of Office / Fonction

## SCHEDULE "A"

I, Max Marshall Schuyler being the Secretary of Schuyler Farms Limited, one of the amalgamating corporations in the attached Articles of Amalgamation, hereby state that:

1. I am the Secretary and a Director of Schuyler Farms Limited, and as such have knowledge of its affairs.
2. I have conducted such examinations of the books and records of Schuyler Farms Limited as are necessary to enable me to make the statements hereinafter set forth.
3. There are reasonable grounds for believing that:
  - (a) the amalgamated corporation will be able to pay its liabilities as they become due; and
  - (b) the realizable value of the amalgamated corporation's assets will not be less than the aggregate of its liabilities and stated capital of all classes.
4. There are reasonable grounds for believing that no creditor will be prejudiced by the amalgamation.

THIS STATEMENT made this 28<sup>th</sup> day of February, 2020.

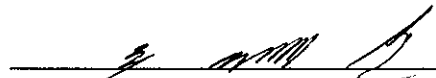
  
\_\_\_\_\_  
Max Marshall Schuyler - Secretary

## SCHEDULE "A"

I, Max Marshall Schuyler being the Secretary of Lingwood Farms Limited, one of the amalgamating corporations in the attached Articles of Amalgamation, hereby state that:

1. I am the Secretary and a Director of Lingwood Farms Limited, and as such have knowledge of its affairs..
2. I have conducted such examinations of the books and records of Lingwood Farms Limited as are necessary to enable me to make the statements hereinafter set forth.
3. There are reasonable grounds for believing that:
  - (a) the amalgamated corporation will be able to pay its liabilities as they become due; and
  - (b) the realizable value of the amalgamated corporation's assets will not be less than the aggregate of its liabilities and stated capital of all classes.
4. There are reasonable grounds for believing that no creditor will be prejudiced by the amalgamation.

THIS STATEMENT made this 28<sup>th</sup> day of February, 2020.

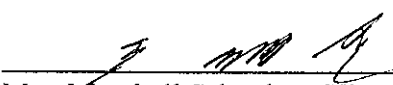
  
\_\_\_\_\_  
Max Marshall Schuyler - Secretary

## SCHEDULE "A"

I, Max Marshall Schuyler being a Vice-President of Norfolk Cherry Company Limited one of the amalgamating corporations in the attached Articles of Amalgamation, hereby state that:

1. I am a Vice-President and a Director of Norfolk Cherry Company Limited and as such have knowledge of its affairs.
2. I have conducted such examinations of the books and records of Norfolk Cherry Company Limited as are necessary to enable me to make the statements hereinafter set forth.
3. There are reasonable grounds for believing that:
  - (a) the amalgamated corporation will be able to pay its liabilities as they become due; and
  - (b) the realizable value of the amalgamated corporation's assets will not be less than the aggregate of its liabilities and stated capital of all classes.
4. There are reasonable grounds for believing that no creditor will be prejudiced by the amalgamation.

THIS STATEMENT made this 28<sup>th</sup> day of February, 2020.

  
\_\_\_\_\_  
Max Marshall Schuyler - Vice-President



## SCHEDULE "B"

This amalgamation agreement made as of the 28<sup>th</sup> day of February, 2020, among Schuyler Farms Limited, a corporation incorporated under the laws of the Province of Ontario (hereinafter called "SFL"), Norfolk Cherry Company Limited, a corporation incorporated under the laws of the Province of Ontario (hereinafter called "NCCL") and Lingwood Farms Limited, a corporation incorporated under the laws of the Province of Ontario (hereinafter called "LFL").

Whereas:

1. SFL, NCCL and LFL have each made full and complete disclosure to each other of all their respective known assets and liabilities;

2. SFL, NCCL and LFL have agreed to amalgamate pursuant to the Business Corporations Act (Ontario) upon the terms and conditions hereinafter set forth and to continue as one corporation;

Now therefore this agreement witnesses that in consideration of the mutual covenants hereinafter contained and provided for, the parties hereto covenant and agree as follows:

## 1. Interpretations

### 1.01 Definitions.

(1) In this agreement:

- (a) "SFL Shares" means One Thousand Three Hundred Thirty Three and Thirty Four Hundredths (1,333.34) Class "A" Common Shares, Two Million Three Hundred Fifty Thousand (2,350,000) Class "A" Special Shares, One Million Three Hundred Twenty Five Thousand (1,325,000) Class "B" Special Shares, Two Thousand Six Hundred Sixty Eight (2,668) Class "C" Special Shares and One Million Three Hundred Twenty Five Thousand (1,325,000) Class "D" Special Shares in the capital of SFL as the same are constituted as at the date hereof;
- (b) "NCCL Shares" means Three Thousand (3,000) Common shares, One Hundred (100) Class C1 Special shares, One Hundred (100) Class C2 Special shares and One Hundred (100) Class C3 Special shares in the of NCCL as the same are constituted as at the date hereof;
- (c) "LFL Shares" means Eight Hundred (800) common Shares, Eight Hundred Ten (810) Class A special shares, Thirty Nine Thousand Thirty Eight (39,038) Class B special shares and One Thousand Six Hundred Fifty (1,650) Class C Special Shares in the capital of LFL as the same are constituted as at the date hereof;
- (d) "Meeting" means the special meeting of shareholders of SFL, NCCL and LFL to be held to consider and, if deemed advisable, approve the Amalgamation and this Agreement;

- (e) "Act" means the Business Corporations Act, R.S.O. 1990, c. B.16 and all regulations thereunder;
- (f) "Agreement" means this amalgamation agreement;
- (g) "Amalgamated Corporation" means the continuing corporation constituted upon the Amalgamation becoming effective;
- (h) "Amalgamating Corporations" means SFL, NCCL and LFL;
- (i) "Amalgamation" means the amalgamation of the Amalgamating Corporations as contemplated in this Agreement;
- (j) "Certificate of Amalgamation" means the certificate of amalgamation endorsed upon the articles of amalgamation of the Amalgamated Corporation by the Director;
- (k) "Director" means the director appointed under s. 278 of the Act; and
- (l) "Effective Date" means the effective date of the Amalgamation as set forth in the Certificate of Amalgamation.

(2) Words and phrases used herein that are defined in the Act shall have the same meaning herein as in the Act unless the context otherwise requires.

1.02 Interpretation not affected by headings, etc. The division of this Agreement into articles and sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

1.03 Number, etc. Unless the context requires the contrary, words importing the singular only shall include the plural and vice versa; words importing the use of any gender shall include all genders.

1.04 Date for any action. In the event that any date on which any action is required to be taken hereunder by any of the parties is not a business day in the place where the action is required to be taken, such action shall be required to be taken on the next succeeding day which is a business day in such place.

1.05 Entire agreement. This Agreement, together with the agreements and documents herein and therein referred to, constitute the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, among the parties with respect to the subject matter hereof.

## 2. Covenants

2.01 Covenants of SFL, NCCL and LFL. Except as otherwise provided by this Agreement, SFL, NCCL and LFL covenant and agree that they will, until the earlier of the termination of this Agreement and the day following the Effective Date:

- (a) take all actions necessary to give effect to the transactions contemplated by this Agreement, including, without limitation, convening the Meeting and soliciting proxies to be voted at such meeting in favour of the Amalgamation and the approval of this Agreement and using their best efforts to obtain such approvals of the holders of SFL, NCCL and LFL Shares as may be required by the Act and the applicable regulatory authorities and take all such similar or other actions or proceedings as may be necessary or advisable with a view to consummating the Amalgamation;
- (b) not declare or pay any dividends or make any distribution of its properties or assets to their shareholders or to others or retire or redeem any of their outstanding shares or other of their securities;
- (c) except for the purposes of facilitating the Amalgamation and except pursuant to currently existing and disclosed obligations, not issue, or enter into any agreement or agreements to issue, or grant options, warrants or rights to purchase, any shares of their capital stock or other of their securities;
- (d) not merge or consolidate with, or sell or transfer all or any part of their assets to, any other person or perform any act or enter into any transaction or negotiation which might interfere or be inconsistent with the consummation of the Amalgamation or which would render materially inaccurate any of the representations and warranties set forth in Section 3.01 hereof (as if such representations and warranties were made at a time subsequent to such act or transaction and all references to the date of this Agreement were deemed to be such later date);
- (e) not alter or amend their articles of incorporation or by-laws as the same exist at the date of this Agreement;
- (f) use their best efforts to obtain all necessary consents, assignments, waivers, amendments or terminations to any instruments and take such other measures as may be appropriate to fulfil their respective obligations hereunder and to consummate the Amalgamation;
- (g) not engage in any business, enterprise or other activity outside the normal course of business as presently conducted or enter into any transaction or incur (except in respect of obligations or liabilities to which they are already legally subject) any obligation, expenditure or liability other than in the normal course of their



businesses, as presently conducted; and

- (h) use their best efforts to cause each of the conditions precedent set forth in Section 4.02 hereof to be complied with on or before the Effective Date.

### 3. Representations and Warranties

3.01 Representations and warranties of SFL, NCCL and LFL. SFL, NCCL and LFL represent and warrant to and in favour of each other as follows and acknowledges that SFL, NCCL and LFL are relying upon such representations and warranties in connection with the transactions contemplated herein:

- (a) SFL, NCCL and LFL are corporations duly incorporated, organized, validly existing and in good standing with respect to all filings required under the laws of Canada and have the corporate power to own or lease their property and assets and to carry on their businesses as now conducted and have the corporate power to enter into this Agreement and perform their obligations hereunder;
- (b) the authorized and issued capital of SFL consists of the SFL Shares of which, as at the date of this Agreement, are validly issued and outstanding as fully paid and non-assessable;
- (c) the authorized and issued capital of NCCL consists of the NCCL Shares of which, as at the date of this Agreement, are validly issued and outstanding as fully paid and non-assessable;
- (d) the authorized and issued capital of LFL consists of the LFL Shares of which, as at the date of this Agreement, are validly issued and outstanding as fully paid and non-assessable;
- (e) except as disclosed herein no person has any agreement, option, understanding or commitment (including convertible securities, warrants or convertible obligations of any nature), for the purchase or issue of or conversion into any of the unissued shares of SFL, NCCL or LFL;
- (f) there has been no material adverse change in the business or condition, financial or otherwise, of SFL, NCCL or LFL from that shown in their latest financial statements;
- (g) SFL, NCC and LFL are the beneficial owners of the properties and assets described as being owned by them in their latest financial statements with good and marketable title thereto free and clear of material liens, charges, encumbrances or adverse interests;
- (h) the execution and delivery of this Agreement and the consummation of the

Amalgamation do not and will not:

- (i) result in the breach of or violate any term or provision of the articles of incorporation or by-laws of SFL, NCCL or LFL;
  - (ii) conflict with, result in a breach of, constitute a default under, or accelerate or permit the acceleration of the performance required by, any agreement, instrument, licence, permit or authority to which SFL, NCCL or LFL is a party or by which they are bound or to which any property of SFL, NCCL or LFL is subject or result in the creation of any lien, charge or encumbrance upon any of the assets of SFL, NCCL or LFL under any such agreement or instrument, or give to others any material interest or rights, including rights of purchase, termination, cancellation or acceleration, under any such agreement, instrument, licence, permit or authority; or
  - (iii) violate any provision of law or administrative regulation or any judicial or administrative order, award, judgment or decree applicable to SFL, NCCL or LFL;
- (i) the execution and delivery of this Agreement has been duly approved by the board of directors of SFL, NCCL and LFL;
- (j) there are no agreements, covenants, undertakings or other commitments of SFL, NCCL or LFL or any partnership or joint venture in which they are a partner or participant or any instruments binding on any of them or any of their respective properties:
- (i) under which the consummation of the Amalgamation would have the effect of imposing restrictions or obligations on SFL, NCCL or LFL materially greater than those imposed upon SFL, NCCL or LFL or any such partnership or joint venture at the date hereof;
  - (ii) which would give a third party, as a result of the Amalgamation, a right to terminate any material agreement to which SFL, NCCL or LFL or any such partnership or joint venture is a party or to purchase any of their respective assets;
  - (iii) under which the consummation of the Amalgamation would impose material restrictions on the ability of SFL, NCCL or LFL to carry on any business which they might choose to carry on within any geographical area, to acquire property or dispose of their property and assets in their entirety or to change their corporate status; or
  - (iv) under which the consummation of the Amalgamation would impose material restrictions on the ability of SFL, NCCL or LFL to pay any

dividends or make other distributions to their shareholders or to borrow money and to mortgage and pledge their property as security therefor;

- (k) there are no actions, suits, proceedings or investigations commenced, or to the knowledge of SFL, NCCL or LFL, contemplated or threatened, against or affecting SFL, NCCL or LFL or before or by any person or before any arbitrator of any kind which would prevent or hinder the consummation of the Amalgamation or which involve the possibility of any judgment or liability which can reasonably be expected to have a material adverse effect on the business operations, properties, assets or condition, financial or otherwise, of SFL, NCCL or LFL;
- (l) there are no known or anticipated material liabilities of SFL, NCCL or LFL of any kind whatsoever (including absolute, accrued or contingent liabilities) nor any commitments whether or not determined or determinable, in respect of which SFL, NCCL or LFL are or may become liable other than the liabilities disclosed on, reflected in or provided for in the financial statements of SFL, NCCL or LFL or incurred in the ordinary course of business; and
- (m) none of the representations, warranties or statements of fact made in this Section 3.01 contain any untrue statement of a material fact or omit to state any material fact necessary to make any such warranty or representation not misleading.

#### 4. Conditions

4.01 Conditions to obligations. The obligation of the parties to consummate the Amalgamation is subject to the satisfaction, on or before the Effective Date, of the following conditions, any of which may be waived by all of the other parties without prejudice to their right to rely on any other or others of them:

- (a) each of the acts and undertakings of SFL, NCCL and LFL to be performed on or before the Effective Date pursuant to the terms of this Agreement shall have been duly performed by them;
- (b) SFL, NCCL and LFL shall have furnished the other with:
  - (i) certified copies of the resolution or resolutions duly passed by their board of directors approving this Agreement and the consummation of the Amalgamation; and
  - (ii) certified copies of the special resolutions duly passed at the Meeting in relation to the Amalgamation;
- (c) SFL, NCCL and LFL shall have complied with their covenants contained in Article 2 hereof and, except as affected by the transactions contemplated by this Agreement, the representations and warranties of SFL, NCCL and LFL contained

in Article 3 shall be true in all material respects immediately prior to the Effective Date with the same effect as though made at and as of such time; and

- (d) where required, the consent to this Agreement of all other parties to material joint ventures or other agreements in or to which SFL, NCCL and LFL are parties shall have been obtained on or before the Effective Date.

## 5. Amalgamation

5.01 Agree to amalgamate. The Amalgamating Corporations hereby agree to amalgamate pursuant to the provisions of the Act and to continue as one corporation on the terms and conditions herein set forth.

5.02 Effect of amalgamation. As of the Effective Date:

- (a) the amalgamation of the Amalgamating Corporations and their continuance as one corporation under the terms and conditions prescribed in this Agreement shall become effective;
- (b) the property of each Amalgamating Corporation shall continue to be the property of the Amalgamated Corporation;
- (c) the Amalgamated Corporation shall continue to be liable for the obligations of each of the Amalgamating Corporations;
- (d) any existing cause of action, claim or liability to prosecution with respect to either or both of the Amalgamating Corporations shall be unaffected;
- (e) any civil, criminal or administrative action or proceeding pending by or against an Amalgamating Corporation may be continued to be prosecuted by or against the Amalgamated Corporation;
- (f) any conviction against or ruling, order or judgment in favour of or against an Amalgamating Corporation may be enforced by or against the Amalgamated Corporation; and
- (g) the articles of amalgamation of the Amalgamated Corporation are deemed to be the articles of incorporation of the Amalgamated Corporation and the Certificate of Amalgamation is deemed to be the Certificate of Incorporation of the Amalgamated Corporation.

## 6. Amalgamated Corporation

6.01 Name. The name of the Amalgamated Corporation shall be Schuyler Farms Limited.



6.02 Restriction on business activities of the Amalgamated Corporation. There shall be no restriction or limit on the business activity which the Amalgamated Corporation is authorized to carry on.

6.03 Registered office. The registered office of the Amalgamated Corporation shall be located at 383 Concession 14 East, R. R. #4, Simcoe, in the Province of Ontario.

6.04 Authorized capital. The authorized capital of the Amalgamated Corporation shall consist of an unlimited number of Class "A" Common Shares, an unlimited number of Class "B" Common Shares, an unlimited number of Class "A" Special Shares, an unlimited number of Class "B" Special Shares, an unlimited number of Class "C" Special Shares, an unlimited number of Class "D" Special Shares and an unlimited number of Class "E" Special Shares

6.05 Features of shares in the capital stock of Amalgamated Corporation. The rights, privileges, restrictions and conditions attaching to the shares of the Amalgamated Corporation are set forth in Schedule "A" attached hereto.

6.06 Restrictions on transfers.

(1) No shares in the capital of the Amalgamated Corporation may be transferred without consent signified by a resolution of the board of directors as set out in the Articles of Amalgamation.

(2) The number of shareholders of the Amalgamated Corporation shall be limited to fifty.

(3) Any invitation to the public to subscribe for securities of the Amalgamated Corporation is prohibited.

6.07 Number of directors.

The number of directors of the Amalgamated Corporation shall be a minimum of one and a maximum of ten, the precise number to be determined from time to time by special resolution of the shareholders of the Amalgamated Corporation, and until the precise number is so determined, such number shall be deemed to be four (4).

6.08 Directors.

(1) The first directors of the Amalgamated Corporation, whom are resident Canadians, shall be the person whose name, address and occupation appears below:

Name	Residence Address	Occupation
Gordon Drew Schuyler	578 Concession 14 Townsend Simcoe, Ontario N3Y 4K3	President

Brett Schuyler	416 Concession 13 Townsend Simcoe, Ontario N3Y 4K3	Vice-President
Ryan Schuyler	276 Culver Road Simcoe, Ontario N3Y 4K3	Vice-President
Max Marshall Schuyler	864 Concession 14 Townsend Simcoe, Ontario N3Y 4K3	Secretary

(2) The director of the Amalgamated Corporation shall hold office until the first annual meeting of the shareholders of the Amalgamated Corporation or until her successor is duly elected or appointed.

6.09 Share certificates. After the filing of articles of amalgamation and the issuance of the Certificate of Amalgamation and upon surrender of the share certificates representing the shares held by the shareholders of SFL, NCCL and LFL, such shareholders shall be entitled to receive certificates representing the shares in the capital stock of the Amalgamated Corporation into which SFL, NCCL and LFL Shares have been converted as set forth in Section 8.01 hereof.

6.10 Fiscal year. The fiscal year end of the Amalgamated Corporation shall be the 31<sup>st</sup> day in December.

6.11 By-laws. The general by-laws of the Amalgamated Corporation shall be the by-laws attached hereto as Schedule "B".

## 7. Special Provisions

(1) The directors may, without authorization of the shareholders, from time to time,

- (a) borrow money upon the credit of the Amalgamated Corporation;
- (b) issue, reissue, sell or pledge debt obligations of the Amalgamated Corporation;
- (c) give a guarantee on behalf of the Amalgamated Corporation to secure performance of an obligation of any person; or
- (d) by authentic deed or otherwise, charge, mortgage, hypothecate, pledge or otherwise create a security interest in all or any currently owned or subsequently acquired real or personal, moveable or immoveable property of the Amalgamated Corporation to secure any debt, obligation or liability of the Amalgamated Corporation.

(2) The Amalgamated Corporation shall have a lien on any share registered in the name of a shareholder or his or her legal representative for a debt of that shareholder to the Amalgamated Corporation.

## 8. Conversion, Issue and Cancellation of Shares upon Amalgamation

8.01 Conversion and issue of shares. Subject to Section 8.03 hereof, upon consummation of the Amalgamation the authorized, issued and outstanding shares of:

- (a) The Six Hundred Sixty Six and Sixty Seven Hundredths (666.67) outstanding SFL Class "A" Common Shares owned by Ryan Schuyler shall be converted into Six Hundred Sixty Six and Sixty Seven Hundredths (666.67) issued and fully paid and non-assessable Class "A" Common Shares on the basis of One (1) SFL Class "A" Common Shares for One (1) Class "A" Common Share of the Amalgamated Corporation.
- (b) The Six Hundred Sixty Six and Sixty Seven Hundredths (666.67) outstanding SFL Class "A" Common Shares owned by Brett Schuyler shall be converted into Six Hundred Sixty Six and Sixty Seven Hundredths (666.67) issued and fully paid and non-assessable Class "A" Common Shares on the basis of One (1) SFL Class "A" Common Shares for One (1) Class "A" Common Share of the Amalgamated Corporation.
- (c) The Eight Hundred Thousand (800,000) outstanding SFL Class "A" Special Shares owned by Flora Schuyler shall be converted into Eight Hundred Thousand (800,000) issued and fully paid and non-assessable Class "A" Special Shares on the basis of One (1) SFL Class "A" Special Shares for One (1) Class "A" Special Share of the Amalgamated Corporation.
- (d) The Eight Hundred Thousand (800,000) outstanding SFL Class "A" Special Shares owned by Brenda Schuyler shall be converted into Eight Hundred Thousand (800,000) issued and fully paid and non-assessable Class "A" Special Shares on the basis of One (1) SFL Class "A" Special Shares for One (1) Class "A" Special Share of the Amalgamated Corporation.
- (e) The Three Hundred Seventy Five Thousand (375,000) outstanding SFL Class "A" Special Shares owned by Ryan Schuyler shall be converted into Three Hundred Seventy Five Thousand (375,000) issued and fully paid and non-assessable Class "A" Special Shares on the basis of One (1) SFL Class "A" Special Shares for One (1) Class "A" Special Share of the Amalgamated Corporation.
- (f) The Three Hundred Seventy Five Thousand (375,000) outstanding SFL Class "A" Special Shares owned by Brett Schuyler shall be converted into Three Hundred Seventy Five Thousand (375,000) issued and fully paid and non-assessable Class "A" Special Shares on the basis of One (1) SFL Class "A" Special Shares for One (1) Class "A" Special Share of the Amalgamated Corporation.
- (g) The Six Hundred Sixty Two Thousand Five Hundred (662,500) outstanding SFL Class "B" Special Shares owned by Ryan Schuyler shall be converted into Six

Hundred Sixty Two Thousand Five Hundred (662,500) issued and fully paid and non-assessable Class "B" Special Shares on the basis of One (1) SFL Class "B" Special Shares for One (1) Class "B" Special Share of the Amalgamated Corporation.

- (h) The Six Hundred Sixty Two Thousand Five Hundred (662,500) outstanding SFL Class "B" Special Shares owned by Brett Schuyler shall be converted into Six Hundred Sixty Two Thousand Five Hundred (662,500) issued and fully paid and non-assessable Class "B" Special Shares on the basis of One (1) SFL Class "B" Special Shares for One (1) Class "B" Special Share of the Amalgamated Corporation.
- (i) The One Thousand Three Hundred Thirty Four (1,334) outstanding SFL Class "C" Special Shares owned by Max Marshall Schuyler shall be converted into One Thousand Three Hundred Thirty Four (1,334) issued and fully paid and non-assessable Class "C" Special Shares on the basis of One (1) SFL Class "C" Special Shares for One (1) Class "C" Special Share of the Amalgamated Corporation.
- (j) The One Thousand Three Hundred Thirty Four (1,334) outstanding SFL Class "C" Special Shares owned by Gordon Drew Schuyler shall be converted into One Thousand Three Hundred Thirty Four (1,334) issued and fully paid and non-assessable Class "C" Special Shares on the basis of One (1) SFL Class "C" Special Shares for One (1) Class "C" Special Share of the Amalgamated Corporation.
- (k) The Six Hundred Sixty Two Thousand Five Hundred (662,500) outstanding SFL Class "D" Special Shares owned by Ryan Schuyler shall be converted into Six Hundred Sixty Two Thousand Five Hundred (662,500) issued and fully paid and non-assessable Class "D" Special Shares on the basis of One (1) SFL Class "D" Special Shares for One (1) Class "D" Special Share of the Amalgamated Corporation.
- (l) The Six Hundred Sixty Two Thousand Five Hundred (662,500) outstanding SFL Class "D" Special Shares owned by Brett Schuyler shall be converted into Six Hundred Sixty Two Thousand Five Hundred (662,500) issued and fully paid and non-assessable Class "D" Special Shares on the basis of One (1) SFL Class "D" Special Shares for One (1) Class "D" Special Share of the Amalgamated Corporation.

8.02 Cancellation of issued shares. Upon the Amalgamation, all of the issued and outstanding shares in the capital stock of NCCL and LFL, with the exception of the SFL Shares which have been converted into shares of the Amalgamated Corporation pursuant to Section 8.01 hereof, shall be cancelled without any repayment of capital in respect thereof, and shall not be converted into shares of the Amalgamated Corporation.

8.03 Adjustment. It is the intention of the parties hereto that the issuance of shares be equal to the fair market value of the SFL Shares as of the date hereof. The parties agree that if any governmental taxing authority having jurisdiction shall assert by assessment, reassessment or otherwise, that the fair market value of any Shares as of the date hereof is a different amount, or issues or proposes to issue assessments or reassessments of additional liability for taxes or any other subject, then the issuance of new shares on amalgamation shall be increased or decreased by the difference so determined; but only to the extent that as revised it is accepted by the taxing authority, and the parties, or, failing such acceptance, is established by a court having jurisdiction in the matter after all rights of appeal have been exhausted or all times for appeal have expired without appeals having been taken by such taxing authority or parties. If there is an adjustment, such adjustment shall be deemed to be made *nunc pro tunc* with effect as at the date hereof; and for the purposes of the foregoing, the parties hereto covenant and agree to make all adjustments necessary to reflect such adjustment.

## 9. Articles of Amalgamation

9.01 Joint filing. The Amalgamating Corporations shall jointly file, with the Directors, articles of amalgamation of the Amalgamated Corporation and such other documents as may be required by the Act to give effect to the Amalgamation.

9.02 Modification by directors. The Amalgamating Corporations and each of them may, by resolution of their respective boards of directors, assent to any modification of this Agreement which their respective shareholders, directors or any regulatory authority may require, and this Agreement shall be deemed to include such modifications.

## 10. Termination

10.01 Directors' authority. This Agreement shall be adopted by approval of the Amalgamation herein provided for by the shareholders of each of SFL, NCCL and LFL

## 11. General

11.01 Binding effect. This Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns.

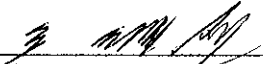
11.02 Assignment. No party may assign its rights or obligations under this Agreement without the prior written consent of the other party hereto.

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

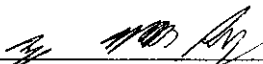


In witness whereof this Amalgamation Agreement has been executed by the parties hereto.

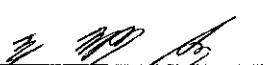
Schuyler Farms Limited

Per:  c/s  
Max Marshall Schuyler Secretary  
I have the authority to bind the Corporation

Norfolk Cherry Company Limited

Per:  c/s  
Max Marshall Schuyler Secretary  
I have the authority to bind the Corporation

Lingwood Farms Limited

Per:  c/s  
Max Marshall Schuyler Secretary  
I have the authority to bind the Corporation



**Norfolk County**  
185 Robinson Street  
Suite 100  
Simcoe ON N3Y 5L6

## RECEIPT OF PAYMENT

Page 1

SCHUYLER FARMS LIMITED  
383 FOURTEENTH ST E  
RR 4  
SIMCOE, ON N3Y 4K3

Receipt Number: 247254  
Tax Number:  
Date: February 13, 2023  
Initials: SW

Type	Account / Ref. #	Description	Quantity	Amount Paid
General	DMVA	Minor Variance App# - 460 Port Ryerse Rd	1	\$1,654.00
General	DMVAB	PD Bldg Share Minor Variance	1	\$57.00
Cheque Number: 001240				
Subtotal:				\$1,711.00
Taxes:				\$0.00
Total Receipt:				<u>\$1,711.00</u>
Cheque:				<u>\$1,711.00</u>

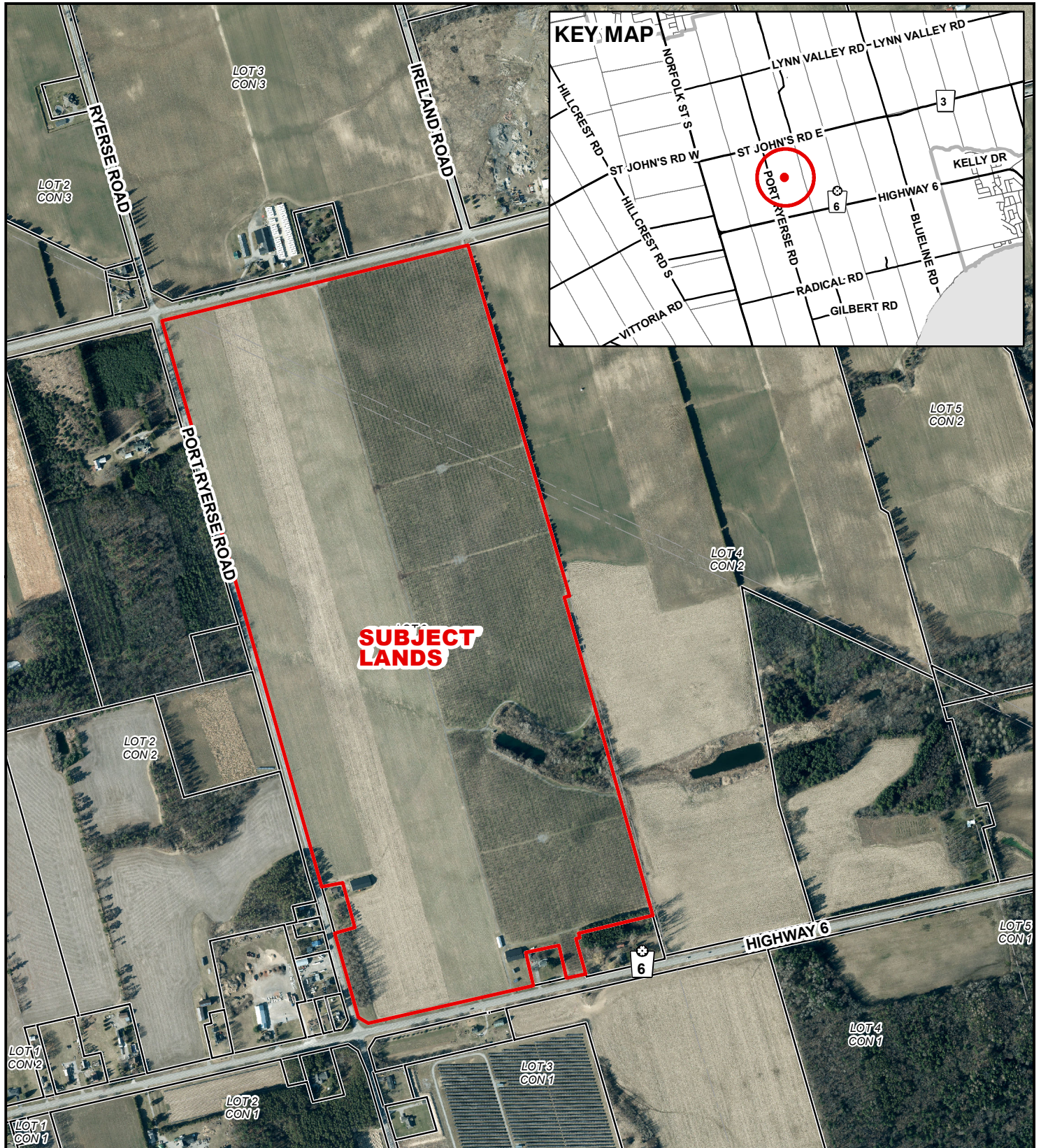
Total Amount Received:	<u>\$1,711.00</u>
Rounding:	\$0.00
Amount Returned:	<u>\$0.00</u>

APPLICANT NAME		FILE NUMBER		
Schuyler Farms Ltd		460 Port Ryerse Rd.		
Number of Receipts Required		Send Copies To: coa@norfolkcounty.ca		
Description	Short Code	Rate	Total	Total Minus PreCon Fee
<b>Planning</b>				
Consent Application Fee	DCAR	\$2,987.00	\$ 3,089.00	
Building Share Consent	DCARB	\$102.00		
Surplus Consent and Zoning	DSUR	\$3,353.00	\$ 3,693.00	
Building Share Consent and Zoning	DSURB	\$105.00		
Minor Variance Fee	DMVA	\$1,654.00	\$ 1,711.00	
Building Share Minor Variance	DMVAB	\$57.00		
Zoning Amendment- Regular	DZARE	\$3,963.00	\$4,170.00	
Building Share Zoning Amendment	DZARB	\$207.00		
Zoning Amendment- Major	DZAMA	\$5,712.00	\$6,027.00	
Building Share Zoning Amendment	DZAMB	\$315.00		
Zoning Amendment- Removal of Holding	DZART	\$924.00	\$924.00	
Official Plan Amendment- Regular	DOFFR	\$4,356.00	\$4,356.00	
Official Plan Amendment- Major	DOFFM	\$6,648.00	\$6,648.00	
Official Plan and Zoning Amendments- Regular	DCOPR	\$4,914.00	\$4,914.00	
Official Plan and Zoning Amendments- Major	DCOPM	\$9,652.00	\$9,652.00	
Site Plan- Regular	DSPR	\$4,000.00	\$4,000.00	
Site Plan- Major	DSPM	\$9,120.00	\$9,120.00	
Site Plan-Minor or Amendment	DSPA	\$1,307.00	\$1,307.00	
Recirculation Site Plan or Condominium	DREC	\$1,070.00	\$1,070.00	
Site Plan Agreement Compliance Letter	DACL	\$107.00	\$107.00	
Agreement Default	DADEF	\$1,070.00	\$1,070.00	
Subdivision and/or Condominium (plus \$75.00 per lot)	DSCAF	\$10,058.00	\$10,058.00	
Part Lot Control Exemption	DPLCE	\$2,334.00	\$2,334.00	
Deeming	DDEEM	\$2,250.00	\$2,250.00	
Green Energy Act/ Communication Tower	DCOMT	\$2,000.00	\$2,000.00	
Condominium Conversion	DCONC	\$3,522.00	\$3,522.00	
Subdivision / Condominium Extention	DSCED	\$1,539.00	\$1,539.00	
Subdivision / Condominium Revisions	DCONE	\$1,226.00	\$1,226.00	
Preservicing Agreement	DPAGR	\$2,219.00	\$2,219.00	
Site Plan Agreement	DSAGR	\$2,780.00	\$2,780.00	
Subdivision / Condominium Agreement	DSCAF	\$10,058.00	\$10,058.00	
Urban Forestry Trees	CRMTC	\$542.00	\$542.00	
Other Agreeemnts Drainage, Lotgrading, Cash in Lieu, Cost	DOTH	\$1,624.00	\$1,624.00	
Civic Address	PCADR	\$69.00	\$120.00	
	DCADD	\$51.00		
Application Recirculation Fee	DAREC	\$538.00	\$538.00	
Application - Inactive File	DARIF	\$538.00	\$538.00	
Pre Consultation Meeting	DPREC	\$500.00	\$500.00	
Cash in Lieu of Parkland	DLOC	\$1,018.00	\$1,018.00	
<b>Finance</b>				
Financial Administration	FFADM	\$447.00	\$447.00	
<b>Public Works</b>				
Drainage - Repportionment Varies	PSEV	\$320.00	\$320.00	
Entrance Permits PENE (East) PENN (North) PENW (West)	PENC (Simcoe)	\$262.00	\$262.00	
CHEQUE NUMBER	TOTAL	\$1,711.00		



CONTEXT MAP

Geographic Township of WOODHOUSE

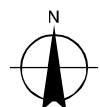


Legend

Subject Lands

2020 Air Photo

3/8/2023



80 40 0 80 160 240 320 Meters

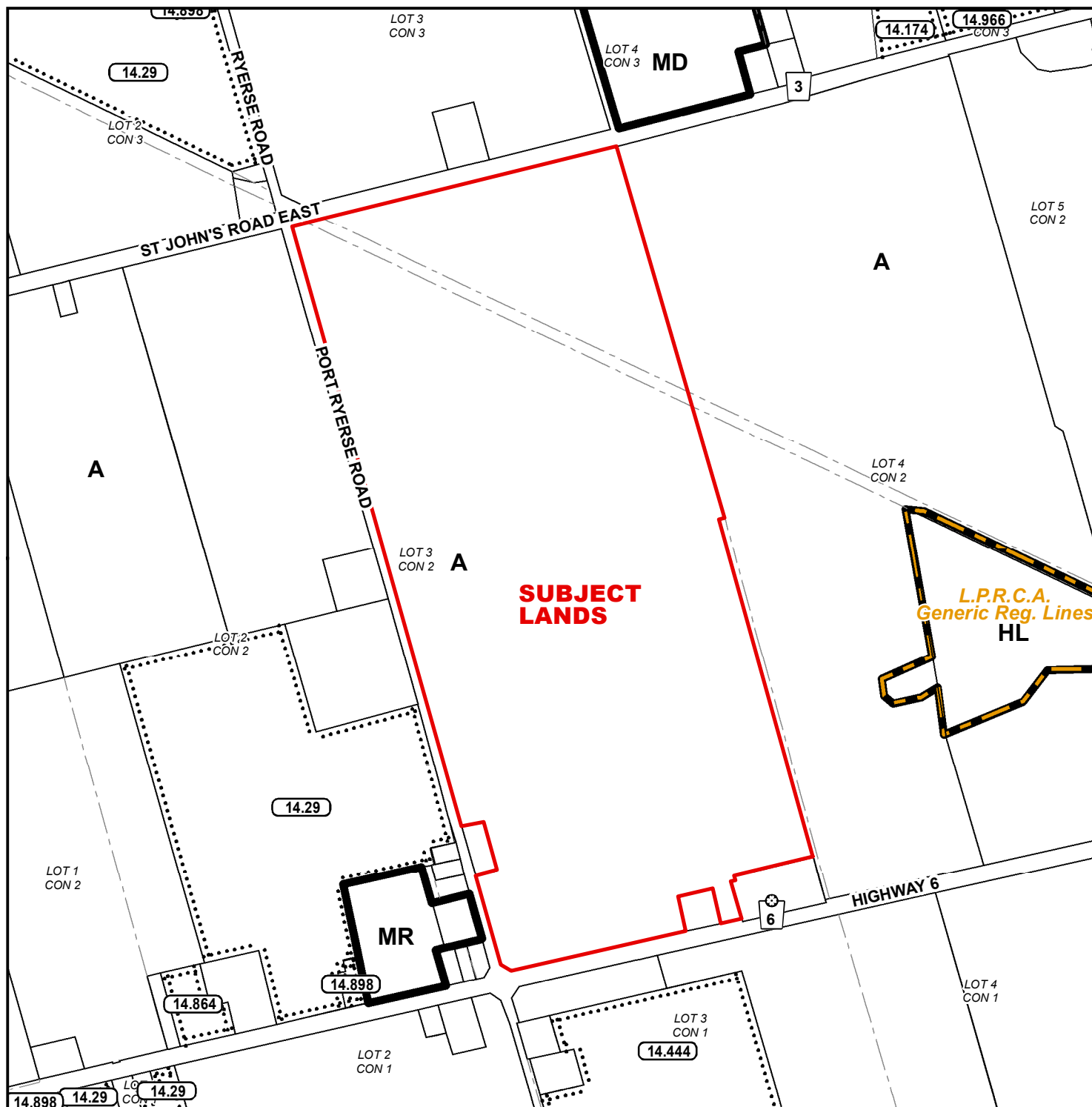


# MAP B

## ZONING BY-LAW MAP

Geographic Township of WOODHOUSE

ANPL2023078



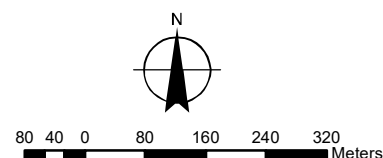
### LEGEND

- Subject Lands
- LPRCA Generic RegLines

ZONING BY-LAW 1-Z-2014

3/8/2023

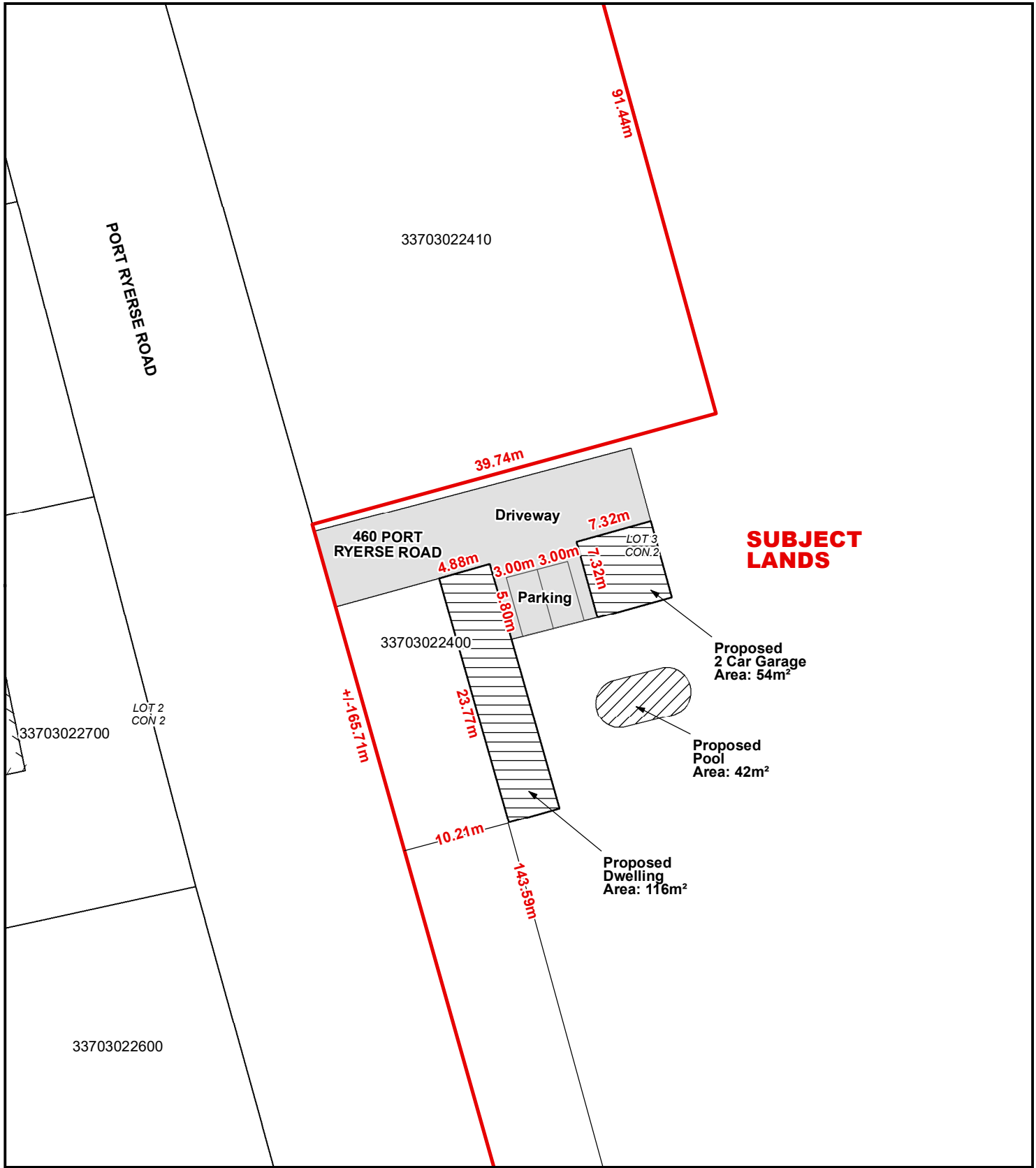
- (H) - Holding
- A - Agricultural Zone
- MD - Disposal Industrial Zone
- HL - Hazard Land Zone
- MR - Rural Industrial Zone






CONCEPTUAL PLAN

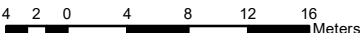
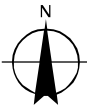
Geographic Township of WOODHOUSE



Legend

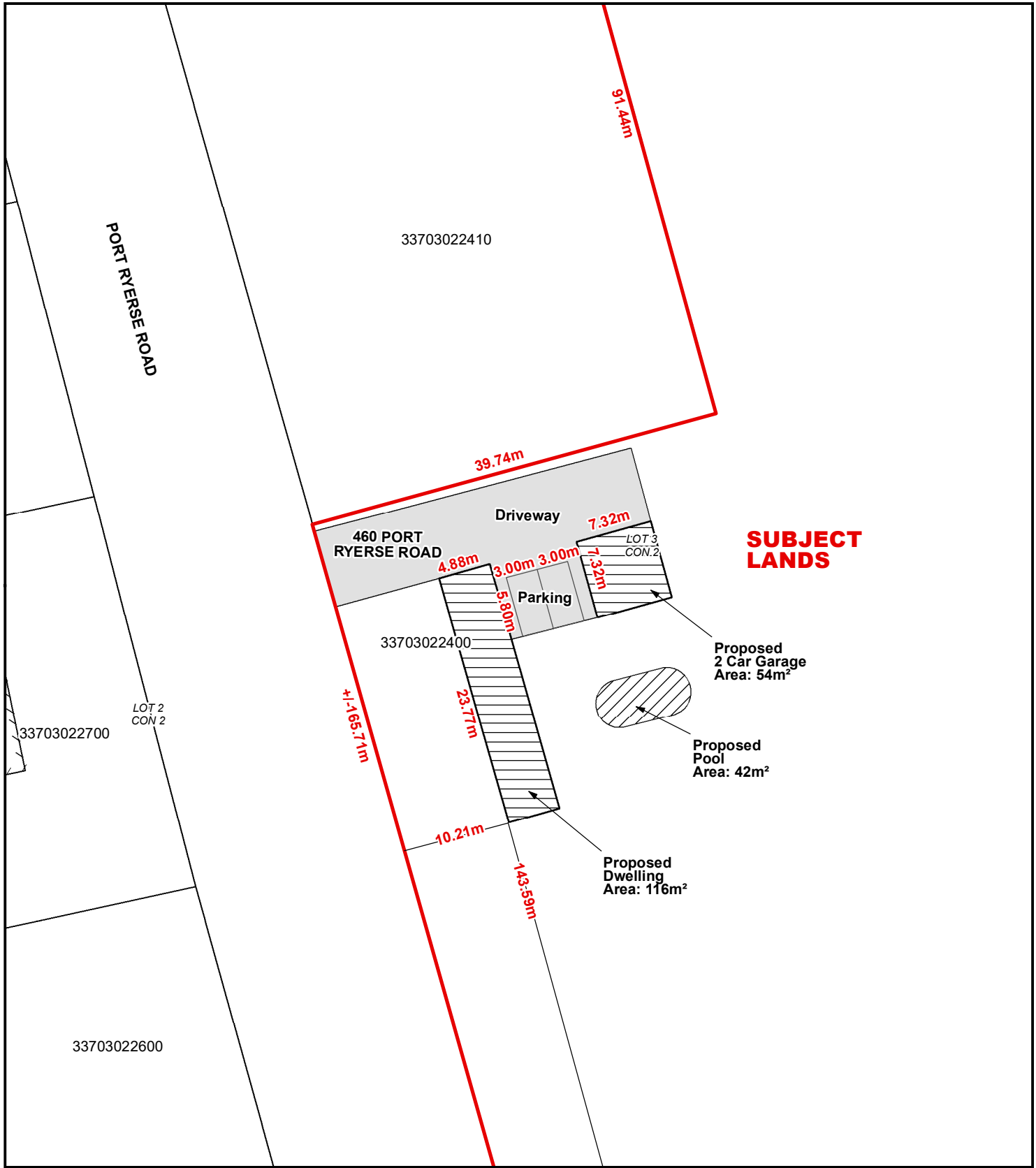
 Subject Lands

3/8/2023




CONCEPTUAL PLAN

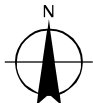
Geographic Township of WOODHOUSE



Legend

 Subject Lands

3/8/2023



4 2 0 4 8 12 16 Meters