

East Central Ontario Regional Council
Meeting of the Assembly of Elders
Tuesday, November 7, 2023 – 1:00 p.m.

Vision of the Assembly of Elders by which we evaluate progress based on:

Strengthened by God's grace and refreshed by the Spirit,
We follow the way of Jesus in healing our world.

IN ATTENDANCE

Rev. Wanda Stride	Member, Speaker, Leading Commissioner, 44 th General Council Commissioner
Stephen Coles	Member
Margaret Curtis	Member
Rev. Kevin Fitzpatrick	Member
Rev. Eric Hebert-Daly	Member, Executive Minister
Brian James	Member, Financial Administration
Patricia Long	Member
Ted Meyers	Member
Rev. Kaitlyn Ostrander	Member (Youth)
Joyce Payne	Member
Rev. Paul Reed	Member (speaker for this meeting)
William (Bill) Sheaves	Member
Rev. Lynn Watson	Member
Rev. Edward (Ned) Wells	Member
Sharon Hull	Corresponding Member - Minister for Spiritual Nurture, Respectful Relationship and Justice for all Ages
Rev. Darren Liepold	Corresponding Member, Pastoral Relations Minister
Joel Miller	Corresponding Member, Program Assistant to Executive Minister, Recording Secretary
Karen Wilson	Corresponding Member - Communications and Administration Assistant

REGRETS/ABSENT

Rev. Rodney Smith-Merkley	Corresponding Member - Minister for Respectful Relationship and Indigenous Justice
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*This meeting focused on a pastoral letter to the Regional Council in response to the Affirm Forum presentation at last meeting; received feedback in regards to the Fall Genera Meeting; received recommendations from the Covenant Support Team; implemented a communications allowance, disbanded the Carlow Pastoral Charge Commission; completed the review of Eastminster United Church (Belleville); received names of Voluntary Associate Ministers to update the 2023-24 list; receives recommendations from the Mission Through Property Team; considered a Declaration of Trust agreement between the Regional Council and Kindred Works/UPRC, receives the 2022 audited financial statement; received an update on voting by Pastoral Charges on Remit 1: Establishing an Autonomous National Indigenous Organization (Update); considered possible policies and procedures on the use of Zoom's A.I. Summaries feature; and considered implementing a policy for when to record during information sessions.

Call to Order – Rev. Wanda Stride, Speaker, called the meeting to order at 1 PM.

Land Acknowledgement & Opening Devotions – Patricia Long shared the land acknowledgement used at her local United Church. Patricia shared the *Prayer for Peace* into the middle east (The United Church of Canada) <https://united-church.ca/prayers/prayer-peace-middle-east>.

Circle Time of Sharing – All were invited to share treasures they had noticed in the past week.

Appointment of an Equity Monitor for this Meeting

2023-11-07-001 MOTION (W. Sheaves/B. James) That the East Central Ontario Regional Council Assembly of Elders appoint Rev. Paul Reed as Equity Monitor for this meeting. **CARRIED**

Minutes of October 3rd 2023

2023-11-07-002 MOTION (S. Coles/T. Meyers) That the East Central Ontario Regional Council Assembly of Elders approves the Minutes of October 3rd 2023 as circulated. **CARRIED**

Business Arising

a) **Affirming Pastoral Letter** – Rev. Wanda Stride

- see *Pastoral Letter* as **Appendix A**
- In response to Affirm Presentation and decision at last Assembly of Elders meeting

Members agreed to circulate said letter.

Email Poll of October 20th 2023

- Exchange Agreement to be attached as **Appendix B**

2023-11-07-003 MOTION (K. Ostrander/M. Curtis) That the East Central Ontario Regional Council Assembly of Elders receive into its minutes the results of an email poll held on October 20, 2023 regarding the Exchange Agreement between Mark Street United Church (Peterborough) and TVM Mark Street Inc:

2023-10-20-001 MOTION (T. Meyers/K. Ostrander) That the East Central Ontario Regional Council Assembly of Elders concur with the recommendation of the Mission Through Property Team to support and approve the Exchange Agreement between Mark Street United Church and TVM Mark Street Inc. **CARRIED**

CARRIED

Agenda

2023-11-07-004 MOTION (K. Fitzpatrick/P. Reed) That the East Central Ontario Regional Council Assembly of Elders accept the agenda as amended: Additional reporting From Formation Nurture and Justice. **CARRIED**

Incoming Correspondence

- a) October 1, 2023, Heather Keachie, Gardiner Roberts LLP, re Sale of Peniel United Church - 407 City of Kawartha Lakes Road 46, Woodville, Ontario (*For action under VIa*)
- b) October 2, 2023, Glenda Cox, Secretary, Official Board, Bath Morven Pastoral Charge, re using DLM to fill vacancy of Ministry Personnel (*for information*);
- c) October 2, 2023, Glenda Cox, Secretary, Official Board, Bath Morven Pastoral Charge, re using LLWL to fill vacancy of Ministry Personnel (*for information*);
- d) October 19, 2023, Kathryn Purcell, Council Chair, Eastminster United Church, re review of Eastminster United Church (*for information*);

Outgoing Correspondence

- a) October 31st 2023, to Regional Council-wide, from Rev. Eric Hebert-Daly, Regional Council Executive Minister, re Designated Lay Ministers (DLMs) in ECORC (*for information*);

Business arising grouped according to confirmed Guiding Principles***I. All Communities of Faith participate in ECORC meetings and initiatives*****Facilitation Forum**– Rev. Paul Reed

- Feedback re General Meeting (Facilitation Forum has not met evaluations still coming in).
- Significant overlap between Equity and Facilitation meeting - dialogue over the use of chat during general meetings. Recommendations to come to Assembly of Elders to future meeting
- In regards to specific instance of chat incident (during affirm presentation), a meeting has been scheduled with individual to find resolution.
- It was suggested that we may need more equity support for virtual spaces.

II. Clergy, lay leaders and communities of faith express satisfaction with the support, development opportunities and communication they receive***III. Those involved in any way with ECORC demonstrate awareness of our Vision and Mission statements, and express a feeling of connection to and commitment to the work of ECORC******IV. People in all roles and capacities within ECORC are aware of Council decisions and policies, and know where to find the information they need*****i) Governance** – To do:

- a) **The Governance Handbook** needs to be updated and a process (i.e., look at the Governance Handbook as a whole, consult with Teams re terms of reference, etc.). Paul Reed, Lynn Watson, Wanda Stride, Ryan McNally, Kaitlyn Ostrander and Ted Meyers part of review team.

2023-11-07-005 MOTION (P. Reed/B. James) That the East Central Ontario Regional Council Assembly of Elders add Steve Coles to be part of the Governance Handbook review working group. **CARRIED**

- b) **Notes for Amalgamations** – Ted Meyers updated that a document is being prepared that can be used to help congregations wanting to amalgamate and will work with the Covenant Support Team to make a recommendation to the Assembly of Elders to adopt the tool for Communities of Faith.

Guidelines to help congregations amalgamate well

ii) Covenant Support Team –

- see *CST minutes of October 17th* as **Appendix C**

a) Recommendations

- a. **Licensed Lay Worship Leaders Forum**

2023-11-07-006 MOTION (P. Long/S. Coles) That the East Central Ontario Regional Council Assembly of Elders concur with the following recommendation from Covenant Support Team to amend the Licensed Lay Worship Leader Forum policy as stated below:

(One): That the maximum number of worship services that can be led at any given Faith Community in a year be changed from 10 (ten) to 12 (twelve).

(Two): That the number of interviews held with each Licensed Lay Worship Leader be changed from once every 2 (two) years to once every 3 (three) year.

It was highlighted that there are about 30 LLWLs within the Regional Council. It was emphasized that these amendments were inline with what is happening within other Regional Councils. It was mentioned, in particular to item two, this was to accommodate work load issues.

b. **Appointments**

2023-11-07-007 MOTION (W. Sheaves/S. Coles) That the East Central Ontario Regional Council Assembly of Elders concur with the following recommendation from Covenant Support Team that, after having confirmed eligibility on ChurchHub, to appoint Rev. Tom Holmes, retired supply, to the Smithfield-Carmen Pastoral Charge, half-time effective October 15, 2023-June 30, 2024, all terms as per the United Church Manual. **CARRIED**

2023-11-07-008 MOTION (W. Sheaves/S. Coles) That the East Central Ontario Regional Council Assembly of Elders concur with the following recommendation from Covenant Support Team that, after having confirmed eligibility on ChurchHub, to appoint Rev. Sandra Farrow, United Supply, to the Goodwood Community of Faith, half-time, effective November 1, 2023-October 31, 2024, all terms as per the United Church Manual. **CARRIED**

2023-11-07-009 MOTION (W. Sheaves/S. Coles) That the East Central Ontario Regional Council Assembly of Elders concur with the following recommendation from Covenant Support Team that, after having confirmed eligibility on ChurchHub, to appoint Rev. Sandra Farrow, United Supply, to Claremont Community of Faith, half-time, effective November 1, 2023-October 31, 2024, all terms as per the United Church Manual. **CARRIED**

c. **Sabbatical**

2023-11-07-010 MOTION (W. Sheaves/S. Coles) That the East Central Ontario Regional Council Assembly of Elders concur with the following recommendation from Covenant Support Team to approve the sabbatical of the Rev. Marilyn Zehr from the Maynooth Community of Faith from May 13th 2024-September 15th 2024. **CARRIED**

*see note

b) **Communications Allowance**

2023-11-07-011 MOTION (W. Sheaves/S. Coles) That the East Central Ontario Regional Council Assembly of Elders require that the minimum communication allowance be enough to support ministry personnel costs for communication plans for telephone and internet at a value not less than \$1200 per year for both full-time and part-time calls and appointments, effective Nov. 7, 2023 (only affects calls and appointments going forward). **CARRIED**

- c) **Eastminster United Church**
2023-11-07-012 MOTION (W. Sheaves/L. Watson) That the East Central Ontario Regional Council Assembly of Elders to rescind the review for Eastminster United Church. **CARRIED**
- d) **Disbanding Carlow Pastoral Charge Commission**
2023-11-07-013 MOTION (M. Curtis/T. Meyers) That the East Central Ontario Regional Council Assembly of Elders disband the Carlow Pastoral Charge Commission with thanks to members serving on the Commission. **CARRIED** (B. James abstains)
- e) **Voluntary Associate Ministers – Rev. Eric Hebert-Daly**
2023-11-07-014 MOTION (B. James/K. Fitzpatrick) That the East Central Ontario Regional Council Assembly of Elders receives for information the following names to be added to the list of names of Voluntary Associate Ministers (retired ministry personnel not appointed, or engaged in ministry not recognized as ‘community of faith’) for July 1, 2023- June 30, 2024.

First name	Last Name	Community of Faith
Anne	Hepburn	Dunsford Pastoral Charge
(DLM) Judy	MacGillivroy	Cooke's-Portsmouth United Church
(DLM) Walter	Mayhew	St. Matthew's (Belleville)

CARRIED

Break (2:22 PM) – a eight (8) minute break was had by all.

V. *The number of church buildings in our Regional Council that are accessible is increasing. There is faithful stewardship of property and finances*

1. Mission Through Property – Ted Meyers

- *Walking the Path to Peace* (with Faith United Church) and *Toronto United Church Corporation* (TUCC) recognized Bruce Hutchinson and his work with this project. - Letter of recognition is in SharePoint.

a) **Peniel United Church**

- See *Retainer Letter* as **Appendix D**

2023-11-07-015 MOTION (K. Ostrander/B. James) That the East Central Ontario Regional Council Assembly of Elders approve the appointment of Heather Keachie of Gardiner Roberts LLP as legal representation for the Sale of Peniel United Church, and authorize Eric Hebert-Daly and Ted Meyers to sign the retainer letter on behalf of the Regional Council. **CARRIED**

2023-11-07-016 MOTION (T. Meyers/B. James) That the East Central Ontario Regional Council Assembly of Elders approve the appointment of Heather Keachie of Gardiner Roberts LLP as legal representation for all of its property transactions. **CARRIED**

b) **St Paul's United Church Cemetery Transfer to Municipality of Hastings Highlands**

2023-11-07-017 MOTION (T. Meyers/B. James) That the East Central Ontario Regional Council Assembly of Elders approve the transfer by mutual consent of the St. Paul's United Church Cemetery (CM-01358), Lake St. Peter, Ontario to the Municipality of Hastings Highlands (org. 3276156). **CARRIED**

- c) **Blackstock-Nestleton Pastoral Charge Use of \$50k of Investment funds**
2023-11-07-018 MOTION (T. Meyers/B. James) That the East Central Ontario Regional Council Assembly of Elders concur with the recommendation of the Mission Through Property Team to approve and support the Blackstock Nestleton Pastoral Charge request to use \$50,000 of their investment fund (\$250,000 from sale of Manse) for the ongoing operational expenses while they discern their future Ministry. **CARRIED**
- d) **Ingoldsby United Church, Community of Faith (COF) of the Haliburton Pastoral Charge**
2023-11-07-019 MOTION (T. Meyers/B. James) That the East Central Ontario Regional Council Assembly of Elders concur with the recommendation of the Mission Through Property Team to approve and support the ECORC payment (effective until June 2024), for the ongoing operational expenses (fuel, insurance, and Hydro) of the Ingoldsby United Church, COF of the Haliburton Pastoral Charge (Ingoldsby, Lochlin and Haliburton United Churches) while they discern their future Ministry on whether to disband or amalgamate. These expenses would be recovered from the sale of the Church property surplus to needs. **CARRIED**
- It was reiterated that the Strategic Plan is intended to help foster growth in ministry to avoid closures.
- e) **Declaration of Trust Agreement Between ECORC and Kindred Works/UPRC**
- See *Declaration of Trust Agreement with Kindred Works/UPRC* as **Appendix E**
2023-11-07-020 MOTION (T. Meyers/B. James) That the East Central Ontario Regional Council Assembly of Elders approve the Declaration of Trust Agreement between East Central Ontario Regional Council and Kindred Works/UPRC, and authorize the Regional Council Executive Minister to sign said agreement. **CARRIED**
- f) **2022 Audited Financial Statement**
- See *audited 2022 financial statements* as **Appendix F**
2023-11-07-021 MOTION (T. Meyers/B. James) That the East Central Ontario Regional Council Assembly of Elders receive the audited 2022 Financial Statements. **CARRIED**

VI. *ECORC events take place in a variety of geographic locations within our Region throughout the year*

VII. *We hold events every year related to outreach and social justice within our Regional Council*

Formation, Nurture and Justice (FNJ) Team

- See *Call to Action for Communities of Faith* as **Appendix G¹**
 - See *Letter to MPs re Israel/Gaza* as **Appendix G²**
- 2023-11-07-022 MOTION** (P. Long /K. Ostrander) That the East Central Ontario Regional Council Assembly of Elders approve the distribution of letters received by the Formation, Nurture and Justice Leadership Team to Communities of Faith and the requisite politicians, in regards to a call for peace and understanding in the middle east. **CARRIED**

Sharon announced a reminder that the Theology Conference on November 22- registration for lunch closes on Nov 14th- Use link for info and to register: <https://ecorcuccan.ca/event/theology-theologies-anti-racism-interfaith-intercultural-in-person-event/>

VIII. *We observe increasing use of land acknowledgments and more participation in learning opportunities related to Respectful Relations and Indigenous Justice*

Remit 1: Establishing an Autonomous National Indigenous Organization (Update)

- See *Update on "Getting out the Vote" for Remit on Indigenous Church* by Rev. Rodney Smith-Merkley, Minister for Respectful Relationship and Indigenous Justice as **Appendix H**

It has become apparent that Communities of Faiths who are struggling without permanent leadership, or concerns over whether they are staying open, have had little time or shown little concern to consider remit.

There are calls going out to remind Pastoral Charges to vote; it was suggested to also help Pastoral Charges fill-in the form.

IX. Children, youth and young adults are represented on all decision-making bodies

X. There are events planned for and by children, youth and young adults every year. A significant number of these events provide children, youth and young adults with leadership opportunities

XI. There is evidence that inclusive language is becoming the norm in the life and work of our church throughout our Regional Council, especially inclusive language and images of God in worship

XII. Reports from equity monitors and meeting notes give evidence of a growing awareness of equity standards

- a) **A.I. Summaries on Zoom (Possible policies and procedures on the use of AI. Summaries?)** – Karen Wilson shared examples of how A.I. is capturing summaries. It was explained that the Equity Team will consider making recommendations to the Regional Council at its next meeting. There were many questions, like, how will this be depended on, is this a good idea, where does the summary go, who gets a copy, etc.
- b) **Policy for when to record during information sessions** – Rev. Kaitlyn Ostrander: It was suggested to let participants know (before the meeting takes place) whether the meeting is going to be recorded - otherwise if the participants disagree when arriving to the meeting they will be automatically kicked out of the meeting. It was suggested to look further into the legalities of being recorded if not wanting to be recorded. There was an understanding that because the space is considered 'public', it is understood that people can be recorded.

XIII. The number of Communities of Faith designated as Affirming continues to increase

XIV. An increasing number of Communities of Faith, along with ECORC and the Assembly of Elders, are developing plans to increase their environmental stewardship

XV. We can document specific actions we have taken to become intercultural

New Business –

2023-11-07-023 MOTION (L. Watson/J. Payne) That the East Central Ontario Regional Council Assembly of Elders agree to cancel its meeting scheduled for January 2, 2024 and to reconvene with the scheduled date of February 6, 2024. **CARRIED**

Equity Monitor Report – Rev. Paul Reed, suggested to continue to acknowledge our pronouns when speaking (commitment of being an affirming regional council). Paul highlighted an in-person gathering still has yet to take place (or be planned).

The Chair declared that all of the business having come before this meeting of the Assembly of Elders had concluded at 3:53 PM.

Closing Prayer – Patricia Long shared a closing prayer.

Next Meeting Dates

- Tuesday, December 5 2023 (1 PM) Zoom
- Tuesday, February 6 2024 (1 PM) Zoom

Rev. Wanda Stride
Speaker

Rev. Eric Hebert-Daly
Executive Minister

ECORC Assembly of Elders - Participation Roster

	Opening worship/Land ack/closing prayer	Equity Monitor Roles
<i>December 5 2023</i>	Ted Meyers	Marg Curtis
<i>February 6 2024</i>	Ned Wells	Ted Meyers
<i>March 5, 2024</i>	Wanda Stride	Lynn Watson
<i>April 2 2024</i>	Brian James	Steve Coles
<i>May 7 2024</i>	Kaitlyn Ostrander	Kevin Fitzpatrick
<i>June 4 2024</i>	Lynn Watson	Kaitlyn Ostrander

*it does go beyond three months, but Marilyn has been there 6 years 8 months and the manual reference states:

The Manual, 2023 154 The United Church of Canada

I.2.3.5 Sabbatical Leave

Sabbatical leave is a paid leave of absence for at least three months. It is available to ministry personnel called or appointed to a community of faith. These ministry personnel are eligible for a sabbatical each time they have completed five years of continuous service in the same pastoral relationship. Every call or appointment must include provision for sabbatical leave.

For more information on sabbatical leaves, see the pastoral relations resources available from the General Council Office.

Normally, a pastoral relationship may not be ended at the initiative of the ministry personnel or pastoral charge within 12 months of the ministry personnel's return from a sabbatical.

Appendices

Appendix A	Pastoral Letter	Pages 10-11
Appendix B	Exchange Agreement between Mark Street United Church (Peterborough) and TVM Mark Street Inc	Pages 12-28
Appendix C	Covenant Support Team Minutes (October 17, 2023)	Pages 29-32
Appendix D	Retainer Letter	Pages 33-35
Appendix E	Declaration of Trust Agreement with Kindred Works/UPRC	Pages 36-53
Appendix F	Audited 2022 Financial Statements	Pages 54-66
Appendix G ¹	Call to Action for Communities of Faith	Pages 67-68
Appendix G ²	Letter to MPs re IsrealGaza	Pages 69-70
Appendix H	Update on “Getting out the Vote” for Remit on Indigenous Church, submitted by Rev. Rodney Smith-Merkley, Minister for Respectful Relationship and Indigenous Justice	Page 71

Appendix A

November 2023**An open letter to the communities of faith, clergy, leaders and members of
the East Central Ontario Regional Council**

Dear siblings in Christ,

We greet you in the name of the great healer, redeemer and holy companion, Christ Jesus. May that spirit of comfort, purpose and hope surround you all your days!

We are writing to you as an Affirming Region of the United Church of Canada. For those of you who have also journeyed through the Affirming process, your own identity has become one of openness, willingness to learn, adapting to change, and embracing difference.

Thank you for that. You and your congregation have chosen a courageous and righteous path and are to be commended for that, especially in these times.

For those communities of faith that may be considering embarking on this journey, we wish you to know we are here to support you as you walk the path of justice and peace.

In light of our commitment to Deep Spirituality, Bold Discipleship and Daring Justice, we feel the need to address the disturbing events of the past few weeks.

In recent memory, there has never been a more fractured, divided society than what we experience here in Southern Ontario in 2023; the global stage is filled with violence and trauma, and many people have fled that violence to find a new, albeit temporary home in our communities.

But there has also been a dramatic upsurge in vitriol and misinformation around the 2SLGBTQIA community, which is why we are writing to you today. Please find attached to this email a statement made by the East Central Ontario Regional Council. Please feel free to share this letter and that statement with your congregation, local media outlets or your own social media platforms and websites.

Please also know that we are here. If you are feeling vulnerable in any way, you are not alone, and the Christ who leads us walks with the wounded feet of crucifixion: he is no stranger to our suffering.

Our commitment is to ensure safe space for ALL, in a respectful and informed environment.

We pray that you will reach out to the Affirm Forum and other Affirming congregations in our region for encouragement, support and solidarity in your own journey. We belong to a united and uniting church, and believe that Christ leaves no one on the margins, but gathers us all under God's protective wing.

May you feel that protection and comfort in the days to come, and may you feel supported and cherished by our regional council and the national church as you continue this vital ministry in your community.

With much gratitude and love,

Rev. Wanda Stride Joyce Payne and Kimberly Collins
Speaker, Assembly of Elders. Co-chairs, ECORC Affirming Forum
East Central Ontario Regional Council.

STATEMENT FROM THE EAST CENTRAL ONTARIO REGIONAL COUNCIL, United Church of Canada
November, 2023

In light of our commitment to Deep Spirituality, Bold Discipleship and Daring Justice, we as the East Central Ontario Regional Council offer this statement in response to the recent protests across Canada, including our own province of Ontario.

This communications campaign is in partnership with the Nakonha:ka Regional Council of the United Church of Canada.

This past fall there has been a rise in fear-mongering and spreading misinformation around Ontario laws as they relate to school boards in particular, claiming to be defending the rights of parents.

The health and safety of our children is of great concern to us. Ensuring that our 2SLGBTQIA youth are not faced with violence, hatred and isolation is a top priority for us. We decry destructive and unhealthy messages being circulated by certain public figures in Ontario, Quebec and other parts of Canada, that spread falsehoods about trans people being a danger to children and youth.

This generates fear, anxiety and hatred instead of a society that sees all humanity as God's beautiful and very good creation.

"God saw everything that he had made, and indeed, it was very good."

Genesis 1:31 (NRSVUE)

We ask those members of churches in particular who are expressing antagonism towards trans people, to remember that in Christ there is no male nor female, no Jew nor Greek (Galatians 3:28). It is time to build a world inspired by God's dream, that all may be one (John 17:21). A world where we are called to love one another as Jesus loved us (John 13:34), reminded of how Jesus himself tore down walls of exclusion and expressed an abundant love that exceeds all limited human understanding.

We invite our neighbours in Ontario, Quebec and the rest of Canada to join us in building a world of radical love and inclusion.

"The fruit of the Spirit is love, joy, peace, patience, kindness, generosity, faithfulness, gentleness, and self-control. There is no law against such things." Galatians 5:22-23 (NRSVUE)

May we all learn to love, be joyful and peaceful in the name of the One who claims us, commissions us and loves us.

Rev. Wanda Stride Joyce Payne and Kimberly Collins

Speaker, ECORC Assembly of Elders Affirm forum Co-chairs, ECORC

NOTE: All communities of faith and pastoral charges within East Central Ontario Regional Council are invited to share this statement with their congregations, on social media and with local media.

This communications campaign is in partnership with the Nakonha:ka
Regional Council of the United Church of Canada.

Appendix B

EXCHANGE AGREEMENT (Oct 19, 2023)**THIS EXCHANGE AGREEMENT made the [X] day of October 2023****BETWEEN:****The Board of Trustees of Mark Street United Church**(hereinafter called the “**Transferor**”)

OF THE FIRST PART

- and -

TVM Mark Street Inc.(hereinafter called the “**Transferee**”)

OF THE SECOND PART

WHEREAS the Transferor has agreed to sever the Church Lands (as defined below) to create the CEC Lands (as defined below) and the MSUC Lands (as defined below).**AND WHEREAS** the Transferor has agreed to, transfer and assign the CEC Lands to the Transferee in exchange for the Exchange Consideration (as defined below) on the terms and subject to the conditions of this Agreement.**AND WHEREAS** the Transferee has agreed, subject to all required or necessary regulatory applications, approvals, permits and/or licenses of governmental authorities to redevelop the CEC Lands into a multi-storey condominium with approximately 120 residential units, 140 underground and/or aboveground parking spots, and commercial space fronting on Hunter Street East in the City of Peterborough, Ontario (the “**Project**”).**NOW THEREFORE IN CONSIDERATION** of the mutual covenants and agreements set out herein, the parties hereto agree as follows:**INTERPRETATION****Definitions**

As used herein, the following terms shall have the meanings set forth below:

“**Adjustment**” has the meaning ascribed thereto in Section 0 hereof.“**Aggregate Cost**” means all costs of the Residential Units including but not limited to the cost of the residential units, upgrade charges, development, education and park levies, Taron enrolment fees, water, hydro and gas metering, all legal closing costs and all other customary charges, including HST.“**Agreement**” means this exchange agreement as it may be amended or supplemented from time to time and all Schedules referred to herein.“**Business Day or Days**” means a day of the week other than a Saturday, Sunday or statutory holiday.“**CEC**” means the existing Christian Education Centre located within the Church Lands.“**CEC Lands**” means a new lot severed from the Church Lands with a width of not less than 43 metres fronting east to west on Hunter Street East, Peterborough, Ontario (“**Hunter St E**”) from the front of the Church Lands bordering Hunter St E to the northerly back of the Church Lands as further described in Schedule “A” attached hereto.“**CEC Retention Period**” has the meaning ascribed thereto in Section 2.4 hereof.“**Church Modifications**” has the meaning ascribed in Schedule “B” attached hereto.“**Church Modification Cost**” has the meaning ascribed in Schedule “B” attached hereto.“**Church Modification Loan**” has the meaning ascribed in Schedule “B” attached hereto.“**Church Modification Notice**” has the meaning ascribed in Schedule “B” attached hereto.“**Church Lands**” means the lands municipally known as 90 Hunter Street East, Peterborough, Ontario with legal description: PART OF LOT 1 W BROWN ST NOW MARK ST PL IA VILLAGE OF ASHBURNHAM

DESIGNATED AS PART 1 ON PLAN 45R16886•, CITY OF PETERBOROUGH as further described in Schedule "A" attached hereto.

"CPI" means the Consumer Price Index for Canada published from time to time by Statistics Canada.

"Easements" means the benefit of all easements and rights-of-way over lands and premises below grade or adjoining the Church Lands whether in common with others entitled thereto or not, required for the support, service, access, construction, use and enjoyment of the CEC Lands.

"Exchange Consideration" means a \$2,000,000 credit toward the Aggregate Cost to purchase Residential Units in the Project provided that if the Option in Section 2.5 is exercised the "Exchange Consideration" shall be as provided thereunder.

"Fifth Termination Period" has the meaning ascribed thereto in Section 7.2 hereof

"Final Closing" means the Title Transfer Date as defined in the Unit APS provided that if the Option in Section 2.5 is exercised, the Final Closing shall mean the first date after the Title Transfer Date as defined in the Unit APS.

"Final Design" has the meaning ascribed in Schedule "C" attached hereto.

"First Closing" means 1:00pm on the day that is no later than 30 Business Days after notice in writing from the Transferee that (i) Zoning Applications in a form satisfactory to the Transferee in its sole discretion have been approved and received (ii) the severance of the CEC Lands has been achieved; and, (ii) all appeal periods in respect of the Zoning Applications have expired.

"1st Design Draft" has the meaning ascribed in Schedule "C" attached hereto.

"1st Draft Comments" has the meaning ascribed in Schedule "C" attached hereto.

"First Termination Period" has the meaning ascribed thereto in Section 7.2 hereof.

"Fourth Termination Period" has the meaning ascribed thereto in Section 7.2(d) hereof.

"MSUC Lands" means the Church Lands that will be retained by the Transferor after the CEC Lands are severed therefrom as further described in Schedule "A" attached hereto.

"Person" means an individual, partnership, corporation, trust or unincorporated organization, a government or agency or political subdivision thereof or any combination of the foregoing.

"Project Easement" has the meaning ascribed thereto in Section 5.1(d) hereof.

"Price" has the meaning ascribed thereto in Section 2.2 hereof.

"Project Monitor" has the meaning ascribed in Schedule "B" attached hereto.

"Quality Survey Process" has the meaning ascribed in Schedule "B" attached hereto.

"Requisition Date" has the meaning ascribed thereto in Section 0 hereof.

"Residential Unit" means a residential unit in the project that the Transferor shall have the first right of choice to select before residential units are offered for sale to any other potential transferee based on introductory pricing offered to other potential transferees of residential units in the Project on a most favoured basis.

"Request for Advance" means a request for advance on the Church Modification Loan submitted in writing by the Transferor no more frequently than monthly.

"2nd Draft Comments" has the meaning ascribed in Schedule "C" attached hereto.

"2nd Draft Design" has the meaning ascribed in Schedule "C" attached hereto.

"Second Termination Period" has the meaning ascribed thereto in Section hereof.

"Site Plan Agreement Application" means applications in respect of a required site plan agreement of any kind required or necessary to be made by the Transferee to any regulatory body or governmental authority to permit the development of the Project and the provision of municipal services thereto.

"Sofer Note" means a non-interest-bearing promissory note in favour of the Transferor guaranteed personally by Amit J. Sofer, due and payable on Final Closing, in an amount equal to the Exchange Consideration, subject to Section 7.2.

"Third Termination Period" has the meaning ascribed thereto in Section 7.2 hereof.

"Transferee's Solicitor" means LLF Lawyers LLP or such other solicitor as may be designated by the Transferee;

“**Unit APS**” means agreements of purchase and sale to be entered into by the Transferor for each Residential Unit in the form to be used for the sale of residential units in the Project as required and approved by Tarion Warranty Corporation.

“**Transferor’s Solicitor**” means the Solicitor designated by the Transferor.

“**Zoning Applications**” means applications of any kind required or necessary to be made by the Transferee or the Transferor to any regulatory body or governmental authority to sever the CEC Lands from the Church Lands and rezone the CEC Lands to permit the development and construction of the Project.

Exchange

Exchange

Subject to the terms and conditions of this Agreement, the Transferor agrees to transfer and assign to the Transferee and the Transferee agrees to assume legal and beneficial ownership of the CEC Lands.

Price

The Price to be paid by the Transferee in exchange for the CEC Lands (the “**Price**”) shall be equal to the Exchange Consideration.

Adjustments

The Transferor and the Transferee shall adjust the amount payable pursuant to clause 2.4 on account of realty taxes in respect of the CEC.

If the Aggregate Cost of the Residential Units is less than \$2,000,000.00, the Transferor shall be paid the difference in cash. The Transferor shall not be entitled to enter into Unit APS’s with a cumulative Aggregate Cost greater than \$2,000,000.00.

First Closing

On the First Closing the CEC Lands shall be conveyed to the Transferee solely in exchange for the Sofer Note. The Transfer/Deed for the CEC Lands shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of the Transferee. The Transfer/Deed to be delivered on First Closing shall contain the statements contemplated by Section 50(22) of the Planning Act, R.S.O.1990.

Notwithstanding the CEC lands shall be conveyed to the Transferee on the First Closing, the Transferor shall continue to exercise rights and benefits over the CEC similar to ownership until 30 days following the issuance by the City of Peterborough of (i) an excavation permit or, (ii) the first building permit (the “**CEC Retention Period**”). During the CEC Retention period, the Transferor shall be responsible for utilities, adequate insurance coverage, operating costs, taxes, and any building repairs in respect of the CEC.

Final Closing

On Final Closing, title to the Residential Units shall be transferred to the Transferor in full satisfaction of the Price and the Sofer Note shall be terminated and cancelled.

Alternatively, the Transferor shall have the option to receive the Price in (i) Cash or a combination of cash and Residential Units (the “**Option**”) by providing written notice to the Transferee not more than 180 days after issuance of a building permit by the City of Peterborough for the Project in respect of a complete building permit application made by the Transferee that the Transferor is exercising the Option, in which case on the Title Transfer Date the Transferor shall be paid the Purchase Price in a combination of cash and Residential Units and the Sofer Note shall be terminated and cancelled.

Condition of First Closing

On the First Closing there shall be no litigious proceedings or expropriation or condemnation proceedings affecting the CEC.

REPRESENTATION AND WARRANTIES

Representation and Warranties of the Transferor

The Transferor represents and warrants to the Transferee and hereby acknowledges and confirms that the Transferee is relying on such representations and warranties in connection with this purchase, that:

the Transferor is not and does not intend to become a non-resident of Canada for the purposes of Section 116 of the *Income Tax Act (Canada)*;

the Transferor is a valid and subsisting entity under the laws of its jurisdiction and has full power and authority to perform the obligations of the Transferor contemplated by this Agreement;

all amounts for labour and materials in respect of construction or improvements on the CEC Lands contracted for by the Transferor will be fully paid for on the First Closing and no one shall have a right to claim a construction lien thereon, with respect to any such construction or improvements;

from and after the date of this Agreement the Transferor shall not enter into any new leases or contracts concerning the CEC Lands without the express written permission of the Transferee;

no person, firm or corporation has any agreement or option or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option for the purchase of the CEC, the CEC Lands or the Church Lands;

on First Closing, the Transferor will have legal title and beneficial ownership to the CEC Lands, and it shall be free and clear of any and all liens, encumbrances, or adverse claims, except those on title at the date hereof subject to Section 4.1.

there are no encroachments, rights of way or easements affecting the CEC Lands or the Church Lands, with the exception of those registered on title to Church Lands.

on First Closing, and upon performance by the Transferee of its obligations hereunder, the Transferor shall deliver to the Transferee registerable transfer of title to the CEC Lands.

this Agreement and the transactions contemplated herein have been reviewed and approved by the appropriate governing body of the United Church of Canada.

Representation and Warranties of the Transferee

The Transferee represents and warrants to the Transferor and hereby acknowledges and confirms that the Transferor is relying on such representations and warranties in connection with the sale by it of the CEC Lands, that on First Closing:

the Transferee will not be a non-Canadian within the meaning of the *Investment Canada Act (Canada)*; and

the Transferee will be duly incorporated and organized and will be a valid and subsisting corporation under the laws of its incorporating jurisdiction and will have full corporate power and authority to perform the obligations of the Transferee contemplated by this Agreement.

COVENANTS

Title

Title to the CEC Lands shall be good and marketable, in fee simple, free from all encumbrances, liens, charges, and mortgages whatsoever (including local improvement charges) except those registered as of the date hereof. The Transferee is to be allowed 30 Business Days from the date hereof (the "**Requisition Date**") to examine the title to the CEC Lands at its own expense. If within that time the Transferee shall furnish the Transferor or its solicitors in writing with any valid objection to the title to the CEC Lands, and which the Transferor shall be unable or unwilling to remove or correct and which the Transferee will not waive, this Agreement shall notwithstanding any intermediate acts or negotiations be terminated and thereby rendered null and void and the Transferor shall not be liable for any costs or damages or other liabilities in connection with this Agreement. Save as to any valid objections so made within such time or any objection going to the root of title or any objection to title to the CEC Lands arising after the Transferee's solicitors conduct their searches, provided such searches are conducted prior to the Requisition Date, the Transferee shall be conclusively deemed to have accepted the title of the Transferor to the CEC Lands.

COVENANTS

Covenants of the Transferor

The Transferor covenants and agrees with the Transferee that at any reasonable time after the date of this Agreement it will do or will cause to be done the following:

Permit the Transferee, through its representatives, to make such investigation of the CEC Lands and the Church Lands as the Transferee deems necessary or advisable to familiarize itself with such property and to confirm that the CEC Lands are suitable for the Transferee's intended use; such investigation shall not, however, affect or mitigate the Transferor's covenants, representations and warranties hereunder;

Furnish the Transferee with a certificate confirming that the facts with respect to each of the matters dealt with in each of the sub-clauses Section 0 are true and correct as set out therein;

Unconditionally agree, consent to and support (i) the Zoning Applications, (ii) any additional requirements imposed by any governmental authority, and (iii) the site plan control application at the City of Peterborough and community level, including but not limited to attendance at planning hearings, permitting the Transferee to use the CEC from time to time to host community meetings and assisting in public relations, awareness, and communication; and

In exchange for \$15,000.00 per annum commencing on full execution of this Agreement and indexed thereafter to CPI at the time of the Title Transfer Date as defined in the Unit APS, grant the Project an Easement in perpetuity for the right to access and enter upon the MSUC Lands for purposes of accessing the CEC Lands (the "**Project Easement**") and to cause the registration and recordation of the Project Easement with the Ontario Land Registry. Notwithstanding the forgoing, amounts under this Section 5.1(d) shall accrue commencing on the Business Day following full execution of this Agreement, but no amounts shall be payable under this Section 5.1(d) until the first Business Day following First Closing.

Covenants of the Transferee

The Transferee covenants and agrees with the Transferor that on or before Final Closing the Transferee shall:

If the Transferor does not deliver a Church Modification Notice, in a good and workmanlike manner complete the Church Modifications; and

Pay all reasonable costs and expenses incurred by the Transferor in connection with negotiating this Agreement, the Zoning Applications, the Site Plan Agreement Applications, severance of the CEC Lands, and completion of the transactions contemplated herein.

Respond in full and in good faith within 120 days to all questions and requests for information of any kind made by any regulatory body or governmental authority to the Transferee in respect of a Zoning Application or a Site Plan Agreement Application.

Within 30 days of a written request from the Transferor, provide to the Transferor copies of any communication in respect of paragraph 5.2(c).

CLOSING DOCUMENTATION

Closing Documentation to be Delivered by Transferor

On First Closing, the Transferor covenants and agrees to deliver to the Transferee, in addition to any other closing documentation which may be required pursuant to this Agreement, the following:

A transfer by the Transferor in registerable form in favour of the Transferee for the CEC Lands containing the statements by Transferor and its solicitors contemplated by Subsections 50(2) (a) and (b) of the Planning Act, as amended;

a statement of adjustments;

a Certificate of the Transferor certifying that the Transferor's representations, warranties and covenants contained in this agreement are, and continue to be true and correct;

the discharge of any mortgage or other security on the CEC Lands as the case may be; and

a Statutory Declaration of a senior officer of the Transferor declaring (i) that the Transferor is a resident of Canada for the purpose of the Income Tax Act of Canada, (ii) that all necessary actions and resolutions have been completed ratifying this Agreement and authorizing the execution and delivery of all documents and the taking of any action or actions necessary to fully and effectively complete this Agreement, and (iii) that all accounts for labour and materials with respect to work and services contracted for by the Transferor or on behalf of the

Transferor have been paid for in full such that no one with respect to such work or services has the right to file a lien against the title to the CEC Lands pursuant to any applicable construction lien legislation;

On Final Closing, the Transferor covenants and agrees to deliver to the Transferee, in addition to any other closing documentation which may be required pursuant to this Agreement, discharge of the Sofer Note.

All closing documents shall be in form satisfactory to the solicitors for the Transferor and the Transferee all acting reasonably.

Closing Documentation to be Delivered by Transferee

On First Closing, the Transferee covenants and agrees to deliver to the Transferor, in addition to any other closing documentation which may be required pursuant to this Agreement, the following:

the Sofer Note;

an HST indemnity whereby the Transferee indemnifies the Transferor for any failure by the Transferee to self assess and remit HST to the appropriate governmental authority, if applicable;

resolutions of the directors of the Transferee ratifying this Agreement and authorizing the execution and delivery of all documents and the taking of any action or actions necessary to fully and effectively complete this Agreement.

All closing documents shall be in form satisfactory to the solicitors for the Transferor and the Transferee acting reasonably.

TERMINATION

Termination by Transferee

At any time prior to the issuance of a building permit by the City of Peterborough for the Project in respect of a complete building permit application made by the Transferee, the Transferee may terminate all remaining transactions contemplated herein by providing the Transferor with written notice thereof and such termination shall be without liability and no Party hereto shall be entitled to any form of relief whatsoever, including without limitation, injunctive relief or damages, and if applicable (i) the CEC Lands shall be conveyed to the Transferor, (ii) the Sofer Note shall be terminated and cancelled, and (iii) the Transferee shall re-imburse the Transferor for land transfer tax and reasonable legal costs incurred by the Transferor in conveying the CEC Lands back to the Transferor.

Termination by Transferor

If the Transferee has not submitted to the City of Peterborough a severance application in respect of the CEC Lands and a zoning application in respect of the Project on or before the last day of the 15th month after the date of this Agreement, the Transferor may terminate all transactions contemplated herein by providing the Transferee with written notice thereof (the “**First Termination Period**”) and such termination shall be without liability and no Party hereto shall be entitled to any form of relief whatsoever, including without limitation, injunctive relief or damages.

If the First Closing has not occurred by the last day of the 42nd month after submitting the zoning and severance application, the Transferor may terminate all transactions contemplated herein by providing the Transferee with written notice thereof (the “**Second Termination Period**”) and such termination shall be without liability and no Party hereto shall be entitled to any form of relief whatsoever, including without limitation, injunctive relief or damages.

(c) If the Transferee has not submitted a Site Plan Agreement Application to the City of Peterborough on or before the 9 month anniversary of the First Closing, the Transferor may terminate all transactions contemplated herein by providing the Transferee with written notice thereof (the “**Third Termination Period**”) and such termination shall be without liability and no Party hereto shall be entitled to any form of relief whatsoever, including without limitation, injunctive relief or damages, and if applicable (i) the CEC Lands shall be conveyed to the Transferor, (ii) the Sofer Note shall be terminated and cancelled, and (iii) the Transferee shall re-imburse the Transferor for land transfer tax and reasonable legal costs incurred in conveying the CEC Lands back to the Transferor.

(d) If the Transferee has not submitted a complete building permit application the City of Peterborough or before the last day of the 24th month following the later of (i) expiration of the appeal period applicable to a zoning application decision received by and satisfactory to the Transferee in its sole discretion, or (ii) the Transferee entering into a site plan agreement with the City of Peterborough in respect of the Project, the Transferor may terminate all transactions contemplated herein by providing the Transferee with written notice thereof (the “**Fourth Termination Period**”) and such termination shall be without liability and no Party hereto shall be entitled to any form of relief whatsoever, including without limitation, injunctive relief or damages, and if applicable (i) the CEC Lands shall be conveyed to the Transferor, (ii) the Sofer Note shall be terminated and cancelled, and (iii) the Transferee shall re-imburse the Transferor for land transfer tax and reasonable legal costs incurred in conveying the CEC Lands back to the Transferor.

(e) If the Transferee has not commenced actual excavation for foundation at the Project on or before the first anniversary of the issuance of a building permit by the City of Peterborough for the Project in respect of a complete building permit application made by the Transferee to the City of Peterborough, the Transferor may terminate all transactions contemplated herein by providing the Transferee written notice thereof (the “**Fifth Termination Period**”) and such termination shall be without liability and no Party hereto shall be entitled to any form of relief whatsoever, including without limitation, injunctive relief or damages, and if applicable (i) the CEC Lands shall be conveyed to the Transferor, (ii) the Sofer Note shall be terminated and cancelled, and (iii) the Transferee shall re-imburse the Transferor for land transfer tax and reasonable legal costs incurred by the Transferor in conveying the CEC Lands back to the Transferor.

The Transferee shall have the right to extend the First Termination Period, the Second Termination Period, the Third Termination Period, the Fourth Termination Period and/or the Fifth Termination Date for up to 24 successive 1-month periods by providing written notice thereof and payment of \$5,000 to the Transferor for each 1-month extension.

Notwithstanding the foregoing, the Transferee shall not be entitled to extensions in respect of the First Termination Period, the Second Termination Period, the Third Termination Period, the Fourth Termination Date and/or the Fifth Termination Period that exceed 24 months in the aggregate.

If Final Closing does not occur on or before December 31, 2031 and the Sofer Note has not been terminated and cancelled before such time pursuant to the foregoing provisions, the Transferor may demand immediate payment of the Sofer Note in cash by providing the Transferee with written notice thereof no later than January 15, 2032, in which case (i) the Transferee shall have no obligation to deliver Residential Units to the Transferor, (ii) the Option shall be deemed to have expired on December 31, 2031, (iii) the CEC Retention Period shall be deemed to have expired on December 31, 2031 if it has not previously expired pursuant to the foregoing provisions, and (iv) the Transferee shall have no obligation to perform, complete or otherwise satisfy any remaining obligations of the Transferee under this Agreement.

HARMONIZED SALES TAX

Transferee's HST

The Transferee covenants and agrees that:

the Transferee is assuming legal and beneficial ownership of the CEC Lands on the First Closing as principal for its own account;

the Transferee shall be registered under subdivision of Division V of Part IX of the *Excise Tax Act (Canada)* (the “Act”) for the collection and remittance of Harmonized Sales Tax (“HST”);

the Transferee shall be liable for, shall self-assess and remit to the appropriate authority all HST which is payable under the Act in connection with the transfer of the CEC Lands made pursuant to this Agreement, all in accordance with the Act;

the Transferor shall not collect HST on First Closing and shall allow the Transferee to self-assess and remit HST in accordance with the Act; and

the Transferee shall indemnify and save harmless the Transferor from and against any and all HST, penalties, costs and interest which may become payable by or assessed against the Transferor as a result of any inaccuracy, mistake or misrepresentation made by the Transferee on First Closing in connection with any matter raised in this Section or contained in any declaration referred to herein.

GENERAL PROVISIONS

Planning Act

This Agreement is subject to the express condition that it shall not be effective to create or convey an interest in the CEC Lands until the subdivision or severance control provisions, being Section 50 of the *Planning Act R.S.O.* 1990, c.P.13 (the "**Planning Act**") have been complied with, and the Agreement shall be conditional upon the Transferee, at its own expense, complying therewith.

9.2 **Entire Agreement**

This Agreement contains all of the terms and conditions of the agreement between the Transferee and the Transferor relating to the matters herein provided and supersedes all previous agreements or representations of any kind, written or verbal, made by anyone in reference thereto. There shall be no amendment hereto unless in writing and signed by both parties.

9.3 **Survival of Obligations**

Any obligation of a party which is unfulfilled on the termination of this Agreement shall survive until fulfilled.

9.4 **Severability of Illegal Provision**

If any provision of this Agreement is or becomes illegal or unenforceable, it shall during such period that it is illegal or unenforceable be considered separate and severable from the remaining provisions of this Agreement, which shall remain in force and be binding as though the said provision had never been included.

9.5 **Governing Law**

This Agreement shall be governed by the laws applicable in the Province of Ontario.

9.6 **Number, Gender, Joint and Several Liability**

The words "Transferee", and "Transferor and personal pronouns relating thereto and used in conjunction therewith shall be read and construed as "Transferee" or "Transferees", "Transferor" or "Transferors", respectively, and "his", "her", "it", "its" and "their" as the number and gender of the party or parties referred to in each case require and the number of the verb agreeing therewith shall be considered as agreeing with the said word or pronoun so substituted.

9.7 **Captions**

The captions for Articles and Sections of this Agreement are for convenience only and are not to be considered a part of this Agreement and do not in any way limit or amplify the terms and provisions of this Agreement.

9.8 **Confidentiality**

Except as provided herein, the existence and the terms of this Agreement shall be maintained in confidence by the Parties hereto and their respective congregants, members, officers, directors and employees. Except for purposes of communications with legal counsel or as compelled to be disclosed by judicial or administrative process or by other requirements of law, legal process, rule or regulation all public announcements, notices or other communications regarding such matters to third parties, including without limitation any disclosure regarding the transactions contemplated hereby, shall require the prior approval of all Parties hereto.

9.9 **Agreement to Perform Necessary Acts**

The Parties agree to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions and intent of this Agreement.

9.10 **Authority**

The execution, delivery and performance by the Parties has been duly authorized.

9.11 **Time of Essence**

Time shall be of the essence of this Agreement.

9.12 **Successors and Assigns**

Except as otherwise specifically provided, the covenants, terms and conditions contained in this Agreement shall apply to and bind the parties hereto and their respective successors and assigns, PROVIDED HOWEVER that the Transferee shall not assign this Agreement without the prior written consent of the Transferor (and for the purposes hereof the Transferee shall be deemed to have assigned this Agreement if the ownership of the Transferee changes).

9.13 **Electronic Signatures**

Each party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement, or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

9.14 **Counterparts; Electronic Delivery**

This Agreement and any other agreements, certificates, instruments and documents delivered pursuant to this Agreement may be executed and delivered in one or more counterparts and by email or other electronic transmission, each of which shall be deemed an original and all of which shall be considered one and the same.

1.15 **Notice**

Any notice required or permitted to be given hereunder shall be made in writing and any such notice or any tender or delivery of documents may be given either by personal delivery or delivery by courier to the parties at the following addresses or by electronic transmission at the following numbers:

Transferee: Mr. Amit J Sofer
112-801 Eglinton Avenue, West
Toronto, ON M5N 1E3
asofer@tvm.ca
Fax No. 416-781-0776

Copy to: Phil Aldrich
LLF LAWYERS LLP
332 Aylmer Street North
P.O. Box 1146
Peterborough, ON K9J 7H4

paldrich@llf.ca
Fax: No. 705-742-4677

Transferor:

Copy to:

Jeffrey Ayotte

Ayotte Dupuis O'Neill PC
347 Charlotte Street
Peterborough, ON K9J 2W1
jeff@adolawfirm.com
Fax: No. 705-748-1003

or to such other addresses, facsimile number or individual as may be designated by a Communication given by a party to the other parties as aforesaid. Any Communication given by personal delivery shall be conclusively deemed to have been given on the day of actual delivery thereof, if given by registered mail on the 3rd Business Day following the deposit thereof in the mail and if given by electronic transmission, on the Business Day following the day on which it was transmitted. If the party giving any Communication knows or reasonably

knows of any difficulties with the postal system which might affect the delivery of mail, any such Communication shall not be mailed but shall be given by personal delivery or by facsimile transmission.

9.16

Further Assurances

Each party agrees to make such further assurances as may be reasonably required from time to time by the other to more fully implement the true intent of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement as of the day, month and year first above written.

SIGNED, SEALED AND
DELIVERED
in the presence of

TVM Mark Street Inc.

Per: _____

Amit J. Sofer
President
I have authority to bind the Corporation.

Church

The Board of Trustees of Mark Street United

Per: _____

Name:
Title
Authorized Signatory
I have authority to bind the Transferor

Per: _____

Name:
Title:
Authorized Signatory
I have authority to bind the Transferor

SCHEDULE "A"

Description of CEC Lands, Church Lands and MSUC Lands

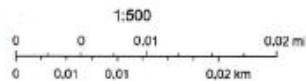
Church Lands

City of Peterborough e-Maps



2023-07-02, 10:18:09 a.m.

Church Lands



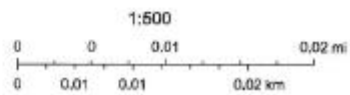
CEC Lands

City of Peterborough e-Maps



2023-07-02, 10:18:09 a.m.

CEC Lands



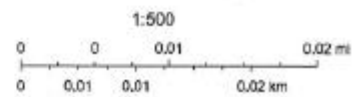
MSUC Lands

City of Peterborough e-Maps



2023-07-02, 10:18:09 a.m.

MSUC Lands



SCHEDULE "B"
Church Modifications

1. "Church Modifications", include the following:
 - a) Close and make safe all new openings in existing Church building including complete finishing on inside and outside.
 - b) Construct a new addition to the existing building:
 - (i) Approximately 1800 square feet
 - (ii) Positioned on the lawn area between the Church building and parking lot
 - (iii) Attached at the North face of the existing building to provide a direct link to parking lot
 - (iv) To include entry vestibule, lobby, washrooms and small chapel/hall
 - (v) To be fully accessible
 - c) Building permit application for the above work to be contemporaneous with building permit application for the Project.
 - d) Construction of Church Modifications Work to be concurrent with commencement of excavation for the Project.
 - e) Finishes and materials included in Church Modifications to be similar to standard finishes and materials used in standard suites at East City Condominiums.
2. On or before the first anniversary of the date of this Agreement, the Transferor shall notify the Transferee in writing that the Transferor elects to engage its own professionals (including but not limited to its own architect, designer, planner and contractor) to undertake all steps (including planning/design, municipal approvals, pre-construction, procurement, construction, and post-construction) required to complete the Church Modifications (the "**Church Modification Notice**"), in which case:
 - a) the Transferee shall provide a cost subsidy (the "**Church Modification Costs**") to the Transferor equal to the lesser of \$650,000, and (ii) all reasonable costs incurred, and paid, by the Transferor to complete the Church Modifications, including but not limited to reasonable costs in respect of planning/design, municipal approvals, pre-construction, procurement, construction, and post-construction;
 - b) Within 14 business days of receipt of a Request for Advance, the Transferor shall advance funds to the Transferor in respect of the Church Modification Costs incurred, and paid by the Transferor, by way of progress advances. Said progress advances shall only be used to pay Church Modification Costs incurred, and paid by the Transferor (the "**Church Modification Loan**") and the maximum Church Modification Loan amount available shall be \$650,000; and

c) The Church Modification Loan shall be (i) non-interest bearing, and (ii) terminated and cancelled at the time of termination and cancellation of the Sofer Note or payment of the Sofer Note.
3. If the Transferor fails to deliver the Church Modification Notice:

-
- a) the Transferee shall forthwith give the Transferor written notice that the Transferee shall, at Transferee's expense, undertake all steps to complete the Church Modifications, including but not limited to planning/design, municipal approvals, pre-construction, procurement, construction, and post-construction;
- b) the design process shall be as described in Schedule "C" attached hereto;
- c) a third-party project monitor (the "**Project Monitor**") shall be engaged to perform regular inspections of the Church Modifications and provide written quality inspection reports to the Transferor and the Transferee, and the Transferee shall be responsible, at Transferee's expense, for remediating any deficiencies reported (the "**Quality Survey Process**"). The Project Monitor shall be the monitor selected by the lender providing the Transferee with lending facilities in connection with the Project; and
- d) the Quality Survey Process shall be in accordance with the requirements of the lender providing the Transferee with lending facilities in connection with the Project.

and if the Transferee fails to complete the Church Modifications it shall be liable to the Transferor for all costs incurred by it to complete the Church Modifications.

SCHEDULE “C”**Design Process**

The first draft design of the Church Modifications shall be prepared by the Transferee’s architect and provided to the Transferor for review and comment (the “**1st Design Draft**”) no less than 90 days prior to the submission of a complete building permit application to the City of Peterborough. The Transferor shall have 30 days from receipt of the 1st Design Draft to provide comments on the 1st Draft Design (the “**1st Draft Comments**”). The Transferee’s architect shall incorporate the 1st Draft Comments into the Church Modifications design on a best efforts basis. A second draft design of the Church Modifications shall be provided to the Transferor with comments from the Transferee’s architect detailing the final design approach and any limitations (the “**2nd Draft Design**”). The Transferor shall have 30 days from receipt of the 2nd Design Draft to provide comments on the 2nd Draft Design (the “**2nd Draft Comments**”). The final design of the Church Modifications shall be completed by the Transferee’s architect giving consideration on a best-efforts basis to the 2nd Draft Comments (the “**Final Design**”).

Appendix C

The Covenant Support Team of East Central Ontario Regional Council
Minutes of the Oct. 17, 2023

In attendance: Darren Liepold (staff) , Katy Gregory (recording), Stephanie Richmond, Stephen, Cheryl McMurray, Caroline Geisbrecht, Bill Sheaves (Chair) , Paul Kneebone, Lynn Watson, Sue Hogan, Donna Bignell, Anne Meredith, Steve Coles , Phil Hobbs, Ted Meyers.

Regrets: Freda Burns, Randy Scott ,Lisa Monsma

1. Welcome by the Chair
2. Opening Prayer: Lynn
3. Additions to the Agenda by consensus- none
4. Approval of the Agenda by consensus
5. Approval of the Minutes from June 20th, 2023 by consensus
6. Business arising from the minutes - none
7. Forum/team reports:

A)Liaison –

1. Steve Coles reported on Eastminster United and Warkworth United
The Elders asked the Covenant Support Team to assess the situation at the two (2) communities of faith - Eastminster (Belleville) and Warkworth that was identified by the Liaison Forum as they were refusing to follow the process to update or create their respective living faith profiles. Both communities of faith have demonstrated a total disregard for the insight and guidance offered by the Liaisons working with the respective communities of faith.

B)Licensed Lay Worship Leader Forum –

i. Cheryl McMurray's report on changes to the rules about Licensed Lay Worship Leaders

Moved: Cheryl McMurray

Second: Stephanie Richmond

Carried – Paul Kneebone abstained from voting

The Covenant Support Team on East Central Ontario Regional Council recommend to the Elders of the Council comply with the recommendations made by the Licensed Lay Worship Leader Forum, as stated below:

Recommendation 1 (One): That the maximum number of worship services that can be led at any given Faith Community in a year be changed from 10 (ten) to 12 (twelve).

Recommendation 2 (Two): That the number of interviews held with each Licensed Lay Worship Leader be changed from once every 2 (three) years to once every 3 (three) year.

ii. The Forum also announced that the following people have been approved as new Licensed Lay Worship Leaders:

Tanna Edwards

Shawn Pearce Chambers

Siobhan Catherine Flynn

iii. It was reported that the number of Licensed Lay Worship Leaders in the Region is back up to 30 and anywhere from 5 (five) to 7 (seven) students are working on licensing.

C)Retirees- Caroline Giesbrecht

i. Have decided for the time being to discontinue the monthly discussions as there are not many coming. There are a few reasons for this lack of attendance.

D) Mission through Property – Ted Meyers

i. Tune in tonight to budget presentation of East Central Ontario Regional Council on Zoom

ii. COVID loan repayment

Many congregations took out \$60,000 loans in 2020. They were given them a \$20,000 bonus as long as they paid it back by January 18th, 2024. Many

Congregations are unable to pay the \$40,000 back as of that date.

of that date. Under the government regulations, they would have to start paying 5% on the \$60,000 loan. The United Church has come up with a plan stating that the United Church would pay back the CEBA loans, and then ask the congregations to make payments of 5% on the 40,000 balance.

iii. Heritage Properties

a. -document was circulated on Oct. 16 by email with the information about churches become designated heritage sites.

b. Simcoe Street United has agreed to work with Kindred Works since they can't afford to keep their building.

c. St. Andrew's Church, Beaverton- needs thousands of \$\$ in repairs, proceeding with those

d. Sandford-Zepher conversations about amalgamating and are talking with TUC. They will be using a document originally created by the Shining Waters Presbytery that outlines the steps to be taken for an amalgamation of churches. It will be published later on, once it is amended.

8. Motions of Appointments

i. Appointments:

"It is moved and seconded that upon receiving confirmation of eligibility on ChurchHub that the Covenant Support Team recommend the appointment of the Rev. Tom Holmes, retired supply, to the Smithfield-Carmen Pastoral Charge with terms as per the United Church Manual"

Moved by Lynn Watson

Seconded by Cheryl McMurray

Carried

ii. Sabbatical

"It is moved and seconded that the Covenant Support Team recommend to the Assembly of Elders that they approve the sabbatical of the Rev. Marilyn Zehr from the Maynooth Community of Faith from May 13th, 2024-September 15th, 2024"

(note it does go beyond three months, but Marilyn has been there 6 years 8 months and the manual reference states:

The Manual, 2023 154 The United Church of Canada

I.2.3.5 Sabbatical Leave

Sabbatical leave is a paid leave of absence for at least three months. It is available to ministry personnel called or appointed to a community of faith. These ministry personnel are eligible for a sabbatical each time they have completed five years of continuous service in the same pastoral relationship. Every call or appointment must include provision for sabbatical leave.

For more information on sabbatical leaves, see the pastoral relations resources available from the General Council Office.

Normally, a pastoral relationship may not be ended at the initiative of the ministry personnel or pastoral charge within 12 months of the ministry personnel's return from a sabbatical.

Moved:Lynn Watson
Second: Phil Hobbs
Carried

9. Issues that need to be dealt with:

a.Establishment of a commission at Eastminster, Belleville

- Assembly of Elders agreed that Covenant Support would establish a commission to go in
- Eastminster's minister has given notice of retirement
- chair of search committee has resigned
- Darren, Eric Heber, Bill Sheaves, Cheryl McMurray have volunteered
- Tacit permission given to add another person.

b. Warkworth update

- they are being obstinate
- elders have recommended our involvement
- Darren wants to observe them at another meeting before we decide our path

c.Communication

- Discussion on a minimum communication allowance policy recommendation for the Region.
- we don't have an amount listed for Communication allowance and this is sometimes a problem, with congregations putting as little as \$1 on the call form
 - Darren Liepold feels that we should establish a policy
 - Steve Coles: it's not unreasonable to say a minimum \$1000/year
 - part time ministers are often not getting expenses paid

Moved: That the Covenant Support Team recommend to the Elders of the East Central Ontario Regional Council that the Elders recommend that the minimum Communication allowance be \$1200 per year for both full time and part time calls and appointments.

Moved Stephanie Richmond
Second: Donna Bignell
Carried

d.Crossroads – conflict resolution working with them

10. Supervisors & Liasons needed

- workshops are coming up as advertised
- please be on the lookout for people – any member of the United Church of Canada living in this region willing to serve in this way

These Faith Communities needed supervisors and were filled during this meeting:

Bethany Pontypool – Stephanie Richmond has agreed to do this

Alderville (after Dec 31 st) - working with Indigenous ministers

Chalmers, Kingston – looking for an interim minister – meetings at 4 p.m. next one Nov. 14 – Phill Hobbs volunteered

Northminster, Oshawa – Jean Wilson working as Liaison, will be appointed at supervisor -

Greenbank Seagrave (after January 8 th , 2024) Stephanie starting there, but Supervisor needed
Anne Merideth volunteered for this.

11.Updates (Darren Liepold)

A.Chalmers

Northminster, Oshawa – met with them last week to talk about their future – they know they have to make a decision – average of congregation older than most, 17 at worship, no energy for search or amalgam. - working on a side issue about the secretary

Stephen noted that there will now only be 2 (two) United churches left in Oshawa

Ted Myers says there is a chance of amalgamation with Simcoe St.

-there is a nest egg available to congregation amalgamating. As it is developed, residual income would go back to the congregation, probably 150 to 200,000/year as long as it is a UCC entity

Darren Liepold- all the options have been presented to them, Jean Wilson is working with them

B. North. Peterborough – a formal complaint has been lodged there, Darren Liepold going there tonight (Oct. 17/23)- consultants have been appointed to work with the people involved.

12. New Business

A. Phil Hobbs – good news – ministers in his area have agreed to meet, have a meal, do a Bible Study for 2 years – they are calling it “Presbyter 2.0”

Lynn Watson – inviting people to her covenanting service

Darren Liepold- Norwood 2 p.m. covenanting service this Sunday

Paul Kneebone – a question about new pulpit supply rate for LLWL is published now \$247.00

also T4 slips – does mileage have to be included? Yes, because LLWL is considered to be a contract working by CRA

Next Meeting

Nov 21st, 2023

Adjourned at 4:04 p.m.

Appendix D



**GARDINER
ROBERTS**

Heather Keachie
Direct Line: 416.865.4017
hkeachie@grlp.com
File No. 124880

October 1, 2023

PRIVATE & CONFIDENTIAL

Via email: ted1.meyers@gmail.com

East Central Ontario Regional Council
225 50th Avenue
Lachine, Quebec H8T 2T7

Attention: Ted Meyers

Dear Ted,

Re: Sale of Peniel United Church - 407 City of Kawartha Lakes Road 46, Woodville, Ontario

You have asked Gardiner Roberts LLP to act as your counsel and we have agreed to represent you in connection with the mandate below. We look forward to providing services to you with respect to this matter and other areas in which you may in future need assistance. We write to confirm the scope of our retainer and provide you with information regarding the legal services, and our fees and payment.

1. Mandate

You have retained us to provide legal services with respect to the sale of the above-noted property. We will provide you with legal services which in our professional judgement are reasonably necessary and appropriate to carry out this mandate, including review of title, addressing any outstanding title issues, reviewing and advising on the agreement of purchase and sale, and acting on the closing of the sale.

2. Fees and Disbursements

Our fees will be based principally on the time spent by us on your behalf. Records of all time will be kept and accounts will then be prepared and sent to you periodically. Our accounts are generally issued monthly and payment is due when our accounts are rendered. You will be charged HST on fees and HST on some disbursements.

3. Lawyers

I will be your primary contact at Gardiner Roberts LLP and will be the person responsible for assuring that you receive a timely and satisfactory response to your legal needs. Legal work will be performed by me or by other lawyers, clerks or students supervised by or responsible to me.

My normal billing rate is \$550 per hour. Our current billing rates for other lawyers are between \$295 and \$950 per hour, depending on the specialty and experience of the lawyer involved. Our current billing rates for clerks are between \$135 and \$320 per hour. These rates may be modified, but we do not anticipate

GARDINER ROBERTS LLP

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Toronto, Ontario M5H 4E3
Tel: 416.865.6600 Fax: 416.865.6636 www.grlp.com





changes before the firm's next fiscal year end of January 31, 2024. We do not ordinarily notify clients of changes in our hourly rates. We try to have work of this nature done by the lawyer, clerk, or student in our office who can do it at the most efficient billing rates. You are free to enquire as to the hourly rate of the person doing any work for you.

4. **Client Identification and Verification**

By-Law 7.1 under the *Law Society Act* (Ontario) established rigorous Client Identification and Verification requirements for Ontario's lawyers. We are required to collect identifying information about you including the names and addresses of directors/officers and any governing documents such as your letters patent or your articles of incorporation (or continuance). We will also require a copy of photo identification from at least one of your authorized instructing agents. If the information changes over the course of our retainer, please let us know immediately so we can ensure our records are complete and accurate.

5. **Communications**

You consent to me/our firm contacting you at:

East Central Ontario Regional Council
225 50th Avenue
Lachine, Quebec H8T 2T7
Email: ted.l.meyers@gmail.com

6. **Accepting Instructions from a Designated Individual**

We will accept instructions for this engagement on your behalf from Ted Meyers, David Lewis from the Toronto United Church Council, or such other person as either Ted or David may advise us is authorized to instruct us (the "Designated Contacts"). If a Designated Contact is not available, we will accept instructions from anyone in your organization who has apparent authority in connection with this matter, unless you instruct us otherwise.

Enclosed are more details regarding the terms of your engagement of us for your review. If you have any questions or comments, please do not hesitate to contact us. If these terms are acceptable, please sign and date the acknowledgement at the end of this letter and return an executed copy to us.

Thank you for having selected us to serve as your counsel. We hope that your confidence in us results in a satisfactory and lasting relationship.

Yours truly,
Gardiner Roberts LLP

A handwritten signature in blue ink, appearing to read 'Heather Keachie'.

Per: Heather Keachie
HK/ak
Encl.



CONFIRMATION OF RETAINER

I/we acknowledge and agree to the retainer arrangements outlined in the above retainer letter and the enclosed Schedule A - Standard Terms of Client Engagements.

Date: _____, 2023

East Central Ontario Regional Council

Per:

Name:

Title:

Per:

Name:

Title:

Appendix E

EAST CENTRAL ONTARIO REGIONAL TRUST

MADE ON , 2023

DECLARATION OF TRUST

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THIS DECLARATION OF TRUST is made in Toronto, Ontario as of the day of , 2023.

RECITALS

WHEREAS Ted Meyers (the “**Settlor**”) wishes to settle the EAST CENTRAL ONTARIO REGIONAL TRUST (“**Trust**”) for the benefit of EAST CENTRAL ONTARIO REGIONAL COUNCIL OF THE UNITED CHURCH OF CANADA (the “**Beneficiary**”) by paying the sum of \$20.00 on the date hereof to the Trust by way of a \$20 bill, bearing serial number ●, a copy of which is attached hereto as **Error! Reference source not found.** as the initial Trust property;

AND WHEREAS, UPRC Trustee Inc. (the “**Trustee**”), a corporation incorporated under the laws of Ontario, is hereby appointed as the trustee of the Trust;

NOW THEREFORE, the Trustee hereby declares itself trustee in accordance with this Declaration of Trust and declares that it shall hold all Trust Property in trust for the benefit of the Beneficiary upon the trusts and subject to the provisions hereof, as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions and Interpretation

In this Declaration of Trust, words in the singular number include the plural and words in the plural number include the singular, and the masculine includes the feminine and neuter. In this Declaration of Trust, except where the context otherwise requires:

“**Affiliate**” of a person means another person which, directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with such first mentioned person;

“**Beneficiary**” means East Central Ontario Regional Council of the United Church of Canada;

“**Declaration of Trust**” means this declaration of trust as the same may be supplemented, amended or restated from time to time hereafter;

“**herein**”, “**hereof**”, “**hereby**”, “**hereunder**” and similar expressions refer to this Declaration of Trust and include every instrument supplemental or ancillary to or in implementation of this Declaration of Trust and, except where the context otherwise requires, not to any particular article, section or other portion thereof;

“**person**” means and includes individuals, corporations, limited partnerships, general partnerships, joint stock companies, joint ventures, associations, companies, trusts, banks, trust companies, land trusts, business trusts or other organizations, whether or not legal entities and governments and agencies and political subdivisions thereof;

“**Tax Act**” means the *Income Tax Act* (Canada) and the regulations thereunder, as the same may be amended from time to time;

“**Trust**” means East Central Ontario Regional Trust, which is established hereunder;

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“**Trustee**” means UPRC Trustee Inc. or, if applicable, the successor trustee then duly appointed and serving as trustee hereunder;

“**Trust Property**” means all property of the Trust from time to time;

1.2 Name

The name of the trust created by this Declaration of Trust shall be “East Central Ontario Regional Trust”. As far as practicable and except as otherwise provided in this Declaration of Trust, the Trustee shall conduct the Trust activities, hold property, execute all documents and take all legal proceedings under that name.

1.3 Use of Name

Should the Trustee determine that the use of the name “East Central Ontario Regional Trust” is not practicable, legal or convenient, it may use such other designation or it may adopt such other name for the Trust as it deems appropriate and the Trust may hold property and conduct its activities under such other designation or name.

1.4 Places of Business

The principal office and centre of administration of the Trust shall be at 8 King Street East, Suite 1802, Toronto, ON M5C 1B5, unless changed by the Trustee to another location. The Trust may have such other offices or places for the conduct of its affairs as the Trustee may from time to time determine as necessary or desirable.

1.5 Nature of the Trust

The Trust is an unincorporated business trust. The Trust is being formed with a single Beneficiary as a non-discretionary trust and recognized as such under the Tax Act. The Trust and its property shall be governed by the general law of trusts, except as such general law of trusts has been or is from time to time modified, altered or abridged for investment trusts and for this Trust by:

- (a) applicable laws, regulations or other requirements imposed by applicable securities or other regulatory authorities; and
- (b) the terms, conditions and trusts set forth in this Declaration of Trust.

The beneficial interest of a Beneficiary shall be limited to the right to participate in distributions when and as declared by the Trustee as contemplated by Article 5 and distributions upon the termination of the Trust as contemplated in Article 8. The Trust is not and is not intended to be, shall not be deemed to be and shall not be treated as a general partnership, limited partnership, syndicate, association, joint venture, company, corporation or joint stock company nor shall the Trustee, the Beneficiary or any officer or other employee of the Trust or any of them for any purpose be, or be deemed to be treated in any way whatsoever to be, liable or responsible hereunder as partners or joint venturers. Neither the Trustee nor any officer or other employee of the Trust shall be, or be deemed to be, agents of the Beneficiary. The relationship of the Beneficiary to the Trustee, to the

- 3 -

Trust, and to the officers and other employees of the Trust and to the property of the Trust shall be solely that of beneficiaries in accordance with rights conferred and the liabilities and obligations imposed upon them by this Declaration of Trust.

ARTICLE 2 ESTABLISHMENT OF THE TRUST

2.1 Establishment of the Trust

The Trustee hereby declares itself and agrees to act as trustee of the Trust and agrees to hold as trustee of the Trust all of the Trust Property from time to time for the benefit of the Beneficiary and to invest, dispose of and otherwise deal with the Trust Property upon the trusts, in the manner and subject to the provisions of this Declaration of Trust. The Trustee acknowledges receipt of \$20.00 from the Settlor of the Trust, which sum constitutes the initial Trust Property of the Trust. All interests in the Trust have indefeasibly vested.

2.2 Purpose

The Trust is established, and shall be operated and maintained by the Trustee, for the purposes described herein, including financing activities and the common or collective investment of the Trust Property for the benefit of the Beneficiary.

2.3 General Investment Philosophy

The Investment powers of the Trustee shall be in accordance with and subject to the provisions of the *Trustee Act* but for greater certainty the Trustee's scope of investment authority shall extend to property of any form. The Trustee shall be fully exonerated from any liability for any loss that may happen to the Trust by reason of any investment made by it in good faith.

ARTICLE 3 TERMS AND REMUNERATION OF TRUSTEE

3.1 Number

There shall be one Trustee of the Trust.

3.2 Qualifications of Trustee

At all times, the Trustee shall be a corporation which is a resident of Canada for the purposes of the *Income Tax Act* (Canada).

3.3 Resignation

The Trustee may resign its trust by an instrument in writing signed by it and delivered or mailed to an officer of the Trust. Such resignation shall take effect upon such delivery or at a later date according to the terms of such instrument. Upon the resignation of the Trustee, or its otherwise ceasing to be a Trustee, it shall execute and deliver such documents as may be required for the purpose of conveying to any replacement Trustee

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any Trust Property held in the name of the former Trustee for the benefit of the Beneficiary, and shall provide an accounting to the Beneficiary of the trust assets and liabilities.

3.4 Vacancies

The term of office of the Trustee shall terminate and a vacancy shall occur in the event of the resignation, removal, bankruptcy, or other incapacity to exercise the duties of the office of Trustee. Prior to the vacancy of the Trustee, the Trustee shall appoint a successor trustee. No such vacancy shall operate to annul this Declaration of Trust or to revoke any existing agency created pursuant to this Declaration of Trust and title to any Trust Property held in the name of the Trustee shall, in the event of the resignation, bankruptcy or other incapacity to exercise the duties of the office of the Trustee, vest in the Trust without necessity of any further act or conveyance.

3.5 Compensation and Other Remuneration

The Trustee shall be entitled to receive for its services as Trustee such amounts as the Beneficiary may approve from time to time, as well as reimbursement of out-of-pocket expenses incurred in acting as Trustee. The Trustee, either directly or indirectly, shall also be entitled to receive remuneration for services rendered to the Trust in any other capacity. Such services may include, without limitation, services as legal, accounting or other professional services or services as a broker, transfer agent or underwriter, whether performed by a Trustee or any person affiliated with the Trustee. For greater certainty, the amount paid to the Trustee for their services shall not exceed the fair market value of such services.

3.6 Successor Trustee

Any successor Trustee, by accepting its appointment as such, shall automatically become a party to this Declaration of Trust and be bound by the terms hereof as if the successor Trustee had been an original signatory hereto, provided that such successor Trustee shall not be responsible or liable for any act or omission of any prior Trustee preceding its appointment as successor Trustee.

3.7 Residence of Trustee

A continuing condition of a Trustee retaining his, her or its trusteeship hereof, the breach of which automatically terminates such trusteeship, is the Trustee not being a non-resident of Canada within the meaning of the Tax Act at any time.

3.8 Officers of the Trust

The Trust shall have such officers as the Trustee may appoint from time to time. One person may hold two or more offices. Officers of the Trust shall be appointed and discharged, and their remuneration determined, by the Trustee.

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ARTICLE 4
TRUSTEE'S POWERS AND DUTIES

4.1 General Powers

The Trustee shall have, without further or other authorization and free from any power of control on the part of the Beneficiary, full, absolute, and exclusive power, control and authority over the assets of the Trust and over the business and affairs of the Trust to the same extent as if the Trustee were the sole owner thereof in its own right, to do all such acts and things as in its sole judgment and discretion are necessary or incidental to, or desirable for, the carrying out of any of the purposes of the Trust or the conducting of the business of the Trust. In construing the provisions of this Declaration of Trust, presumption shall be in favour of the granted powers and authority to the Trustee. The enumeration of any specific power or authority herein shall not be construed as limiting the general powers or authority or any other specified power or authority conferred herein on the Trustee. Except as specifically required by such laws, the Trustee shall in carrying out investment activities not be in any way restricted by the provisions of the laws of any jurisdiction limiting or purporting to limit investments which may be made by trustees.

4.2 Delegation

The Trustee may, consistent with its responsibilities and obligations relating to the management and administration of the Trust and Trust Property hereunder, delegate from time to time to agents of the Trustee, or to other persons retained by the Trustee on behalf of the Trust, the doing of such things and the execution of such deeds or other instruments either in the name of the Trust or the name of the Trustee or as its attorney or otherwise in connection with the Trust and the Trust Property as the Trustee may from time to time deem expedient, whether such authority is normally granted or delegated by a trustee.

4.3 Standard of Care

The exclusive standard of care required of the Trustee in exercising its powers and carrying out its functions hereunder shall be that it exercise its powers and carry out its functions hereunder as Trustee honestly, in good faith and in the best interests of the Trust and the Beneficiary and that in connection therewith they exercise that degree of care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances. Unless otherwise required by law, the Trustee shall not be required to give bond, surety or security in any jurisdiction for the performance of any duties or obligations hereunder.

4.4 Reliance Upon Trustee

Any person dealing with the Trust in respect of any matters pertaining to the assets of the Trust and any right, title or interest therein or to the Trust or to securities of the Trust shall be entitled to rely on a certificate, statutory declaration or resolution executed or certified by the Trustee as to the capacity, power and authority of the Trustee or any other person to act for and on behalf and in the name of the Trust. No person dealing with the Trustee shall be bound to see to the application of any funds or property passing into the hands or control

- 6 -

of the Trustee. The receipt of the Trustee for monies or other consideration shall be binding upon the Trust.

4.5 Determinations of Trustee Binding

All determinations of the Trustee which are made in good faith with respect to any matters relating to the Trust shall be final and conclusive and shall be binding upon the Trust and the Beneficiary.

4.6 Trustee May Act Without Meeting

The Trustee may act with or without a meeting. Any action of the Trustee may be taken by written resolution signed by the Trustee.

ARTICLE 5 DISTRIBUTIONS

5.1 Computation of Income

The income of the Trust shall be computed at the end of the fiscal year of the Trust, in accordance with the provisions of the Tax Act regarding the calculation of income of a trust, including with respect to capital gains.

In computing the income of the Trust as of December 31 in any year, the Trustee shall be entitled to estimate any amount whenever the actual amount thereof has not been finally determined; provided that the Trust shall always be legally obligated as at December 31 in each year to pay the actual amount of income of the Trust for the year to the Beneficiary as calculated in accordance with the previous paragraph.

5.2 Distribution of Income, Capital Gains

The Trustee may declare an amount to be payable on any date in the year to a Beneficiary. On the final day of the Trust's taxation year, the amount payable by the Trust to the Beneficiary shall not be less than the amount, if any, by which the Trust's income for the year, calculated for the purposes of the Tax Act after all deductions permitted under such Act have been taken, exceeds the amount of distributions out of the Trust's income for the year made by the Trust to the Beneficiary prior to the end of the year.

For greater certainty, it is hereby expressly declared that the Beneficiary shall have the legal right to enforce payment of any amount that is, or is required to be payable by this Declaration of Trust. The Trustee, if they so determine when income has been accrued but not collected may, on a temporary basis, transfer sufficient monies from the capital to the income account of the Trust to permit distributions of income which are payable to be effected.

Cash distributions shall be made in a manner determined by the Trustee. Distributions may also be made in specie, at the discretion of the Trustee.

- 7 -

5.3 Income Tax Matters

In computing the income of the Trust for income tax purposes, the Trust shall claim such amount as the Trustee determines in respect of the capital cost allowance of the Trust, except as otherwise determined by the Trustee, and to the extent permitted by the Tax Act may apply non-capital losses for prior years and any losses (other than capital losses) realized in the year to reduce tax payable or taxable capital gains of the Trust, and shall, to the extent permitted by the Tax Act, deduct such portion of the income paid or payable to the Beneficiary in the year in excess of any capital cost allowance claimed and any losses applied to reduce tax payable on taxable capital gains pursuant to this section. As a single Beneficiary, non-discretionary Trust there will no requirement to undergo any deemed realization of Trust assets for income tax purposes under the Tax Act at the date that is 21 years from the formation of the Trust.

5.4 Designation of Taxable Dividends, Taxable Capital Gains and Foreign Income

In accordance with and to the extent permitted by the Tax Act, the Trustee in each year shall make such designations in respect of the amounts payable or deemed to have been payable to or on behalf of the Beneficiary for such amounts that the Trustee consider to be reasonable in all of the circumstances, including designations relating to taxable dividends received by the Trust in the year on shares of taxable Canadian corporations, net capital gains realized by the Trust in the year and foreign source income of the Trust for the year.

5.5 Definitions

Unless the context otherwise requires, any term in Article 1 or this Article which is defined in the Tax Act shall have, for the purposes of Article 1 and this Article, the meaning that it has in the Tax Act.

ARTICLE 6 FEES AND EXPENSES

6.1 Expenses

The Trust may pay reasonable expenses incurred in connection with the administration and management of the Trust and the business carried on by the Trust, including, without limitation, fees of auditors, lawyers, appraisers, registrars and transfer agents and other agents, consultants and professional advisors employed by or on behalf of the Trust and the cost of reporting or giving notices to the Beneficiary.

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ARTICLE 7
AMENDMENTS TO THE DECLARATION OF TRUST

7.1 Amendments by the Trustee

The Trustee may make the following amendments to this Declaration of Trust in its sole discretion and without the approval of the Beneficiary:

- (a) amendments for the purpose of ensuring continuing compliance with applicable laws, regulations, requirements or policies of any governmental authority having jurisdiction over the Trustee or over the Trust, or its status under the Tax Act;
- (b) amendments which, in the opinion of the Trustee, provide additional protection for the Beneficiary;
- (c) amendments which, in the opinion of the Trustee, are necessary or desirable to remove conflicts or inconsistencies in the Declaration of Trust;
- (d) amendments of a minor or clerical nature or to correct typographical mistakes, ambiguities or manifest omissions or errors which amendments in the opinion of the Trustee are necessary or desirable and not prejudicial to the Beneficiary;
- (e) such amendments to the Declaration of Trust as it in its discretion deems necessary or desirable as a result of changes in the taxation laws from time to time which may affect the Trust or its beneficiaries; and
- (f) amendments which in the opinion of the Trustee are not prejudicial to the Beneficiary and are necessary or desirable.

7.2 Restatements

A restated Declaration of Trust may be executed at any time and from time to time by the Trustee. No such execution shall be deemed to constitute a termination and/or resettlement of this Declaration of Trust or the Trust created hereby.

ARTICLE 8
TERMINATION OF THE TRUST

8.1 Duration of the Trust

Unless the Trust is sooner terminated as otherwise provided herein, the Trust shall terminate on the earliest of the date which is one day prior to the twenty-first anniversary of the death of the last survivor of His Majesty King Charles III alive on the date hereof.

8.2 Effect of Termination

Upon the termination of the Trust, the liabilities of the Trust shall be discharged with due speed and the net assets of the Trust shall be liquidated and the proceeds distributed proportionately to the Beneficiary. Such distribution may be made in cash or in securities

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or partly in both, all as the Trustee in its sole discretion may determine. Notwithstanding the foregoing, the Trustee with the consent of the Beneficiary may determine to effect the termination of the Trust through the distribution to the Beneficiary of all the assets of the Trust subject to the assumption by the Beneficiary of all the liabilities of the Trust.

8.3 Distribution of Trust Property

After paying, retiring or discharging or making provision for the payment, retirement or discharge of all known liabilities and obligations of the Trust and providing for indemnity against any other outstanding liabilities and obligations (actual and contingent), the Trustee shall distribute to the Beneficiary on the Termination Date the remaining assets of the Trust and the Trust shall thereupon terminate.

ARTICLE 9 LIABILITIES OF THE TRUSTEE AND OTHERS

9.1 Liability and Indemnification of the Trustee, Officers and Employees

- (a) The Trustee, officers and other employees of the Trust (collectively the “Indemnified Parties” and each individually an “**Indemnified Party**”) shall at all times be indemnified and saved harmless out of the funds of the Trust from and against all claims whatsoever, including costs, charges and expenses in connection therewith, brought, commenced or prosecuted against any of them for or in respect of any act, deed, matter or thing whatsoever made, done, acquiesced in or omitted in or about or in relation to the execution of their duties as Trustee, officers or employees of the Trustee, as the case may be, and also from and against all other costs, charges, and expenses which they sustain or incur in or about or in relation to the affairs of the Trust (collectively “**Losses**”). Further, no such person shall be liable to the Trust or to any Beneficiary or annuitant or any other person for any loss or damage relating to any matter regarding the Trust, including any loss or diminution in the value of the Trust or its assets. The foregoing sentences do not apply unless:
- (i) the person acted honestly and in good faith with a view to the best interests of the Trust; and
 - (ii) in the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, the person had reasonable grounds for believing his conduct was lawful.
- (b) Payments out of the funds of the Trust under Section 9.1(a), in respect of any Losses, are limited to the amount of any liability or damage that remains after deducting therefrom any insurance proceeds and any indemnity, contribution, or other similar payment actually received by an Indemnified Party in respect of any such indemnity claim, less any related costs and expenses, including the aggregate cost of pursuing any related insurance claims, and any related contribution claims as applicable. Indemnified Party shall use its commercially reasonable efforts to seek to recover any insurance proceeds and to recover any Losses from applicable

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Advisors where Losses arise as a result of, or in connection with, the gross negligence or wilful misconduct of Advisors pursuant to section 9.3 herein. Promptly after the realization of any insurance proceeds, indemnity, contribution, or other similar payment, Indemnified Party shall reimburse Indemnifying Party for such reduction in Losses for which Indemnified Party was paid under Section 9.1(a) before the realization of reduction of such Losses.

9.2 General Disclaimer of Liability

The Trustee, officers and other employees of the Trust, shall not be liable to the Trust or to any Beneficiary or any other person for the acts, omissions, receipts, neglects or defaults of any person employed or engaged by them as permitted hereunder, or for joining in any receipt or act of conformity, or for any loss, damage or expense caused to the Trust through the insufficiency or deficiency of any security in or upon which any of the monies of or belonging to the Trust shall be laid out or invested, or for any loss or damage arising from the bankruptcy, insolvency or tortious act of any person with whom or which any monies, securities or property of the Trust shall be lodged or deposited, or for any loss occasioned by error in judgment or oversight on the part of the Trustee, officers or other employees or for any other loss, damage or misfortune which may happen in the execution by such persons of their duties hereunder, except if the Trustee failed to meet the standard of care set forth in Section 4.3 or otherwise failed to comply with its obligation under this Declaration of Trust.

9.3 Reliance upon Advice

The Trustee, officers and other employees of the Trust may rely and act upon any statement, report or opinion prepared by or any advice received from the auditors, solicitors or other professional advisors of the Trust (the “**Advisors**”) and shall not be responsible or held liable for any loss or damage resulting from so relying or acting.

9.4 Liability of Beneficiary and Others

- (a) No Beneficiary shall be held to have any personal liability as such, and no resort shall be had to its private property for satisfaction of any obligation or claim arising out of or in connection with any contract or obligation of the Trust or of the Trustee or any obligation which a Beneficiary would otherwise have to indemnify a trustee for any personal liability incurred by the Trustee as such, but rather the assets of the Trust only are intended to be liable and subject to levy or execution for such satisfaction. Any potential liability of the Trustee with respect to its foregoing obligations or its failure to perform the same shall be governed by the provisions of Sections 9.1, 9.2 and 9.3.
- (b) No Beneficiary shall incur or be subject to any liability whatsoever, in tort, contract or otherwise, to any person in connection with the Trust Property or the obligations or affairs of the Trust or with respect to any agreement relating to the Trust or with respect to any act or omission of the Trustee, or any other Person in the performance or exercise, or purported performance or exercise, of any obligation, power, discretion or authority conferred upon the Trustee, or such other Person whether

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under this Declaration of Trust or otherwise or with respect to any transaction entered into by the Trustee or by any other person whether pursuant to this Declaration of Trust or otherwise and the Beneficiary shall not be liable to indemnify the Trustee, or any other Person with respect to any such liability incurred or with respect to any taxes payable by the Trust or by the Trustee or any other Person on behalf of or in connection with the Trust and, to the extent that any such liability of beneficiaries may arise, it shall be enforceable only against, and shall be satisfied only out of, the Trust Property.

- (c) The Beneficiary shall be entitled to be indemnified and reimbursed out of the Trust Property in respect of all liabilities, costs, charges and expenses reasonably incurred or sustained by such Beneficiary in connection with the Trust Property or the obligations or affairs of the Trust by reason only of being or having been a Beneficiary.

ARTICLE 10 GENERAL

10.1 Execution of Instruments

- (a) The Trustee shall have authority to sign in the name and on behalf of the Trust all instruments in writing and any instruments in writing so signed shall be binding upon the Trust without any further authorization or formality. The Trustee shall have power from time to time to appoint any person or persons on behalf of the Trust either to sign instruments in writing generally or to sign specific instruments in writing.
- (b) Any written instrument creating an obligation of the Trust shall be conclusively taken to have been executed or done by the Trustee or agent of the Trustee only in the capacity of trustee under this Declaration of Trust. Any written instrument creating an obligation of the Trust shall refer, where practicable, to this Declaration of Trust and contain a disavowal of liability upon and waiver of claim against beneficiaries and indicate that the obligations thereunder are not personally binding upon, nor shall resort be had to the private property of, the Trustee, the Beneficiary or any agent of the Trustee, but the Trust Property or a specific portion thereof only shall be bound, but the omission of such provision shall not operate to impose personal liability on the Trustee, the Beneficiary or any agent of the Trustee.

10.2 Manner of Giving Notice

Any notice required or permitted by the provisions of this Declaration of Trust to be given to a Beneficiary shall be deemed conclusively to have been given if given either by delivery or by prepaid ordinary mail addressed to the Beneficiary.

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10.3 Failure to Give Notice

The failure by the Trustee, by accident or omission or otherwise unintentionally, to give the Beneficiary any notice provided for herein shall not affect the validity, effect, taking effect or time of taking effect of any action referred to in such notice, and the Trustee shall not be liable to any Beneficiary for any such failure.

10.4 Trust Accountants

The Trustee shall appoint a firm of chartered accountants qualified to practice in all provinces of Canada to act as the accountants of the Trust.

10.5 Fiscal Year

The fiscal year of the Trust shall terminate on December 31 in each year.

10.6 Trust Assets to be Kept Separate

The Trustee shall maintain the assets of the Trust separate from all other property in its possession.

10.7 Right to Inspect Documents

The Beneficiary and any agent, consultant or creditor of the Trust shall have the right to examine the Declaration of Trust and any other documents or records which the Trustee determines should be available for inspection by such persons, during normal business hours at the principal office of the Trust.

10.8 Consolidations

The Trustee may prepare consolidated copies of this Declaration of Trust as it may from time to time be amended and may certify the same to be a true consolidated copy of this Declaration of Trust, as amended.

10.9 Severability

The provisions of this Declaration of Trust are severable and if any provisions are in conflict with any applicable law, the conflicting provisions shall be deemed never to have constituted a part of the Declaration of Trust and shall not affect or impair any of the remaining provisions thereof.

10.10 Headings for Reference Only

The division of this Declaration of Trust 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 Declaration of Trust. The Article and Section headings in this Declaration of Trust are not intended to be full or precise descriptions of the text to which they refer and shall not be considered part of this Declaration of Trust.

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10.11 Governing Law

This Declaration of Trust shall be interpreted and take effect in accordance with the laws of the Province of Ontario.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF the parties hereto cause this Declaration of Trust to be executed as of the day and year first above written.

Witness

Ted Meyers, as Settlor

UPRC TRUSTEE INC., as Trustee

Per:

Name: Tim Blair

Title: A.S.O.

2023-53

The United Church of Canada
L'Église Unie du Canada

East Central Ontario Regional Council
Meeting of the Assembly of Elders

November 7, 2023
Zoom Teleconferencing

SCHEDULE A

7389040.1

Appendix F

DRAFT 6
Updated Oct 13, 2023

Financial statements of

**East Central Ontario
Regional Council of
The United Church of Canada**

December 31, 2022

East Central Ontario Regional Council DRAFT 6
The United Church of Canada
December 31, 2022

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**Eastern Central Ontario Regional Council
The United Church of Canada**

Statement of financial position

as at

(amounts in Canadian dollars)

DRAFT 6

(updated Oct 13, 2023)

					December 31, 2022	December 31, 2021
	Operating Fund	Restricted Funds (schedule 1)	Endowment Funds (schedule 2)	Property Funds	Total	Total
	\$	\$	\$	\$	\$	\$
Assets						
Current						
Cash	1,963,339	-	-	-	1,963,339	1,047,912
Accounts receivable (note 5)	-	-	-	14,848	14,848	27,996
	1,963,339	-	-	14,848	1,978,187	1,075,908
Due from/to other funds	(1,268,660)	637,994	-	630,666	-	-
Investments (note 6)	188,600	454,849	157,740	-	801,189	786,604
	883,279	1,092,843	157,740	645,514	2,779,376	1,862,512
Liabilities, deferred revenue and fund balances						
Current						
Accounts payable and accrued liabilities (note 7)	8,251	18,500	-	352,332	379,083	187,764
Deferred revenue (note 8)	-	-	-	-	-	17,060
Fund balances						
Internally restricted - schedule 1	-	782,865	-	-	782,865	183,448
Externally restricted - schedule 1	-	291,478	-	-	291,478	288,820
Endowment - schedule 2	-	-	157,740	-	157,740	157,740
Unrestricted	875,028	-	-	293,182	1,168,210	1,027,680
	883,279	1,092,843	157,740	645,514	2,779,376	1,862,512

Approved by the Board

Executive Secretary

Treasurer

(Unaudited)

The accompanying notes are an integral part of these financial statements

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**Eastern Central Ontario Regional Council
The United Church of Canada**Statement of operations
for the year ended
(amounts in Canadian dollars)**DRAFT 6**

(updated Oct 13, 2023)

					December 31, 2022	December 31, 2021
	Operating Fund	Restricted Funds (schedule 1)	Endowment Funds (schedule 2)	Property Funds	Total	Total
	\$	\$	\$	\$	\$	\$
Revenue (note 9)						
General Council Office assessment funded grants	427,075	-	-	-	427,075	401,375
Mission support grants	240,000	-	-	-	240,000	240,000
Ontario regional council archive grants	20,161	-	-	-	20,161	20,161
Net proceeds from disbanding churches and property sales	596,103	-	-	1,063,947	1,660,050	970,613
Donations, registration and other revenue	11,180	2,735	-	-	13,915	13,435
	1,294,519	2,735	-	1,063,947	2,361,201	1,645,584
Expenses (note 9)						
Salaries, benefits and continuing education	308,609	-	-	-	308,609	292,953
Grants	133,775	200	-	1,047,029	1,181,004	1,093,604
Meetings and travel	31,965	4,912	-	-	36,877	2,373
Office administration	9,660	-	-	-	9,660	10,467
Ontario Regional Council Archives fees	40,322	-	-	-	40,322	40,322
Professional fees	26,077	-	-	-	26,077	16,653
General Council Office service fees	19,132	-	-	-	19,132	19,278
Resources	7,830	2,750	-	-	10,580	11,380
Property and insurance	174	260	-	-	434	289
Bank charges	486	-	-	-	486	173
	578,030	8,122	-	1,047,029	1,633,181	1,487,492
Net revenues (expenses), before items below	716,489	(5,387)	-	16,918	728,020	158,092
Investment returns	3,226	8,434	2,925	-	14,585	182,050
Net revenue	719,715	3,047	2,925	16,918	742,605	340,142

(Unaudited)

The accompanying notes are an integral part of these financial statements

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**Eastern Central Ontario Regional Council
The United Church of Canada****DRAFT 6**Statement of changes in fund balances
for the year ended
(amounts in Canadian dollars)

(updated Oct 13, 2023)

	December 31, 2022				December 31, 2021	
	Operating Fund	Restricted Funds (schedule 1)	Endowment Funds (schedule 2)	Property Funds	Total	Total Total
	\$	\$	\$	\$	\$	\$
Fund balances, beginning of year	751,416	472,268	157,740	276,264	1,657,688	1,317,546
Net revenues (expenses)	719,715	3,047	2,925	16,918	742,605	340,142
Interfund transfers (schedule 1 and note 10)	(596,103)	599,028	(2,925)	-	-	-
Fund balances, end of year	875,028	1,074,343	157,740	293,182	2,400,293	1,657,688

(Unaudited)

The accompanying notes are an integral part of these financial statements

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**Eastern Central Ontario Regional Council
The United Church of Canada**Schedule of Restricted Fund Balances
for the year ended
(amounts in Canadian dollars)**Schedule 1****DRAFT 6**

(updated Oct 13, 2023)

	January 1, 2022 Balance	Revenue	Expenses	Investment returns	Interfund transfers (note 10)	December 31, 2022 Balance	December 31, 2021 Balance
	\$	\$	\$	\$	\$	\$	\$
Internally Restricted							
The Shining Waters Legacy Fund	183,448	-	-	3,314	-	186,762	183,448
Communities of Faith Assistance Fund	-	-	-	-	596,103	596,103	-
	183,448	-	-	3,314	596,103	782,865	183,448
Externally Restricted							
The Library Networking & Clustering Fund	20,406	-	-	369	-	20,775	20,406
Bursary Fund	108,627	635	-	1,974	2,925	114,161	108,627
Queen's Theology Alumni Executive Fund	6,019	-	-	109	-	6,128	6,019
Queen's Theology Alumni Annual Conference Fund	30,537	2,100	(4,472)	509	-	28,674	30,537
Queen's Theology Rural Ministry Symposium Fund	30,759	-	(3,650)	490	-	27,599	30,759
Stewardship Initiatives Project Fund	10,546	-	-	190	-	10,736	10,546
Learning Grant Fund	691	-	-	12	-	703	691
Eldorado United Church Accessibility Fund	37,393	-	-	675	-	38,068	37,393
Library & Resource Ministry Fund	40,673	-	-	735	-	41,408	40,673
IBE	3,169	-	-	57	-	3,226	3,169
	288,820	2,735	(8,122)	5,120	2,925	291,478	288,820
Total	472,268	2,735	(8,122)	8,434	599,028	1,074,343	472,268

(Unaudited)

The accompanying notes are an integral part of these financial statements

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**Eastern Central Ontario Regional Council
The United Church of Canada**Schedule of Endowment Fund Balances
for the year ended
(amounts in Canadian dollars)**Schedule 2****DRAFT 6**

(updated Oct 13, 2023)

	Januray 1, 2022 Balance	Investment returns	Transfers to Bursary Fund (note 10)	December 31, 2022 Balance	December 31, 2021 Balance
	\$	\$	\$	\$	\$
Oshawa Trust Fund	102,740	1,905	(1,905)	102,740	102,740
Staples Bequest Fund	27,500	510	(510)	27,500	27,500
Gladys Margaret McCord Memorial Scholarship Fund	27,500	510	(510)	27,500	27,500
Total	157,740	2,925	(2,925)	157,740	157,740

(Unaudited)

The accompanying notes are an integral part of these financial statements

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East Central Ontario Regional Council **DRAFT 6**

The United Church of Canada

Notes to the financial statements

December 31, 2022

(amounts in thousands of Canadian dollars)

1. The East Central Ontario Regional Council, The United Church of Canada

The purpose of East Central Ontario Regional Council, The United Church of Canada ("the Regional Council") is to be responsible for providing leadership and resources to the pastoral charges within its assigned geographical boundary in order that the life and work of Jesus Christ may be known in The United Church of Canada ("The Church") and in the world.

The Regional Council is the regional headquarters, in East Central Ontario, for The Church. The Regional Council was established as a result of the restructuring of The Church on January 1, 2019. The Regional Council is an unincorporated entity and, as a Canadian registered charity, is exempt from income tax.

2. Basis of presentation

These financial statements have been prepared in accordance with Canadian accounting standards for not-for-profit organizations ("ASNPO") established by the Chartered Professional Accountants of Canada ("CPA Canada").

Fund Accounting

The Regional Council uses the restricted fund method of reporting restricted donations. The funds are described as follows:

Operating Fund

This fund records the day-to-day operations of the activities under the control of the Regional Council, which include governance and, development and delivery of programs to support: pastoral relations; local faith communities; social justice and outreach ministries; faith formation; and right relations ministries. This fund includes contributions, donations, bequests, grants and other receipts of the Regional Council for specific and general purposes. These resources are unrestricted.

Internally Restricted Funds

Internally restricted funds (see Schedule 1) account for transfers, approved at meetings by the executive, to various reserve accounts and the individual transactions charged to these reserves in support of selected ministries. These funds are included in the statement of financial position under the caption "Restricted Funds".

Externally Restricted Funds

Externally restricted funds (see schedule 1) have specific restrictions placed by the donors on the initial contributions ("capital") and the use of investment returns accruing to these funds. These funds are included in the statement of financial position under the caption "Restricted Funds".

Endowment Funds

Endowment funds (see schedule 2) account for contributions received in which the contributor has specified that the capital be permanently maintained as an endowment. Investment income earned on the endowment funds is recorded as revenue of the fund and transferred to the externally restricted Bursary Fund (schedules 1 & 2).

Property Funds

These funds account for net proceeds from disbanding congregations, church property sales and allocations from the Operating Fund. These funds are used to provide assistance by grants to The Church's ministries, communities of faith, learning events and, other church related entities and programs.

East Central Ontario Regional Council **DRAFT 6**

The United Church of Canada

Notes to the financial statements

December 31, 2022

(amounts in thousands of Canadian dollars)

3. Summary of significant accounting policies and practices

The significant accounting policies followed by the Regional Council with respect to its regional accounts are as follows:

Cash

Cash includes cash held for liquidity purposes in bank accounts.

Financial instruments

Financial assets and financial liabilities are initially recognized at fair value, adjusted for transaction costs. Except for investments, the Regional Council subsequently measures all its financial assets and financial liabilities at amortized cost. Financial assets measured at amortized cost include accounts receivable. Financial liabilities measured at amortized cost include accounts payable and accrued liabilities.

Investments are carried at fair value. The purchase and sale of investments are accounted for using settlement date accounting. Investment management fees are expensed as incurred.

Revenue Recognition

Revenue consists primarily of grants from The General Council Office of The United Church of Canada ("the GCO") and contributions from disbanding congregations as they dispose of their property and distribute their net assets. Grants received from the GCO are recognized in the fiscal year in which they are received. Net proceeds from disbanding congregations and property sales are recognized as revenue when received or receivable based on the date of the passing of the Regional Council motion to disband the congregation or approve the property sale. Registration fees from the semi-annual general meetings, workshops and events are recognized in the period in which they occur. Investment returns are recognized as earned and comprise; interest and dividend income; fair value changes; and investment management fees.

Use of Estimates

The preparation of financial statements requires management to make estimates and assumptions that affect: the reported amounts of assets and liabilities; disclosure of contingent assets and liabilities at the date of the financial statements; and the reported amounts of revenue and expenses during the reporting period. The Regional Council makes estimates in determining significant accrued liabilities. Actual results could differ from those estimates.

East Central Ontario Regional Council **DRAFT 6**

The United Church of Canada

Notes to the financial statements

December 31, 2022

(amounts in thousands of Canadian dollars)

4. Financial instruments risk disclosures

The main risks the Regional Council's financial instruments are exposed to consist of market risk (including interest rate risk, price risk and currency exchange risk), credit risk and liquidity risk. The investment committee was formed by the Executive Committee and has established a Statement of Investment Policies and Procedures ("SIPP"), which it uses to manage the above-noted risks. There have been no significant changes to the above noted risk exposures from 2021.

The following describes the various risks and how the Regional Council addresses such risks:

Market Risk

Market risk is the risk that the fair value or future cash flows of a financial instrument will fluctuate because of changes in market prices. Market risk is comprised of interest rate risk, currency risk and other price risk. Management manages this risk with a diversified investment portfolio.

Interest Rate Risk

Interest rate risk refers to the risk that the fair value of financial instruments and future cash flows associated with the instruments will fluctuate due to changes in market interest rates. The Regional Council's exposure to interest rate risk arises from its interest-bearing assets.

Currency Risk

Currency risk is the risk that the fair value of future cash flows of a financial instrument will fluctuate due to changes in foreign exchange rates. The Regional Council does not have investments denominated in foreign currency.

Other Price Risk

Other price risk refers to the risk that the fair value of the financial instruments will fluctuate because of changes in market prices (other than those arising from currency risk or interest rate risk), whether those changes are specific to the individual instrument or its issuer or factors affecting all similar instruments trading in the same market. The Regional Council is exposed to market risk through its investment in mutual funds. Management manages this risk by selecting mutual funds that are diversified as to industry and geography.

Credit Risk

The Regional Council is exposed to credit risk resulting from the possibility that counterparties default on their financial obligations, or if there is a concentration of financial obligations which have similar economic characteristics that could be affected by changes in economic conditions, such that the Regional Council could incur a financial loss. The Regional Council's maximum exposure to credit risk is represented by the carrying values of its cash and accounts receivable. The Regional Council's cash is on deposit with a Canadian Chartered bank and therefore the Regional Council is not subject to significant credit risk. The Regional Council's accounts receivable includes amounts due from related parties. There is no significant exposure to credit risk.

Liquidity Risk

Liquidity risk is the risk that the Regional Council cannot meet its commitments when they become due. Liquidity risk also includes the risk of the Regional Council not being able to liquidate assets in a timely manner. The Regional Council's management manages this risk by reviewing expected cash flow requirements through its budgeting process, anticipating investing and financing activities and holding assets that can be readily converted into cash.

East Central Ontario Regional Council **DRAFT 6**

The United Church of Canada

Notes to the financial statements

December 31, 2022

(amounts in thousands of Canadian dollars)

5. Accounts receivable

Accounts receivable totals \$14,848 (2021 - \$27,996) from related parties.

6. Investments

Investments total \$801,189 (2021 - \$786,604) and consists of units in an income and growth mutual fund managed by Frontier Capital Funds having earned a return on investment totaling \$14,585 (2021 - \$182,050) as reported on the statement of operations and included in the year end investment balances.

7. Accounts payable and accrued liabilities

Accounts payable and accrued liabilities total \$379,083 (2021 - \$187,764) of which \$370,832 (2021 - \$169,823) are due to related parties: \$18,500 (2021 - \$18,500) funds raised for a pilgrimage; \$212,876 (2021 - \$109,869) payable to The GCO arising from the sale of church property and disbanding congregations; \$75,636 (2021 - \$20,727) to the United Church of Canada Foundation ("Foundation"); and \$63,820 (2021 - \$20,727) to the Toronto United Church Council ("TUCC").

8. Deferred revenue

Deferred revenue totals \$nil (2021 - \$17,060) and includes proceeds of a sale of church property that was contested and is now resolved.

9. Related party transactions

Grant revenue

The Regional Council received assessment and mission support grants totaling \$667,075 (2021 - \$641,375) from The GCO; \$20,161 (2021 - \$20,161) from the Ontario Regional Council Archive Fund, a joint program of The GCO and the Ontario regional councils, for 50% of the annual archive fees.

Net proceeds from disbanding churches and property sales

Net proceeds from disbanding churches and property sales totaling \$1,660,050 (2021 - \$970,613) were received from disbanding churches and church selling property, and represent 60% and 30%, respectively, of funds raised by the congregations. These net proceeds are subject to The Regional Council's distribution policies requiring such proceeds to be distributed and retained as follows:

a. Disbanding congregations:

- i. 10% to the Indigenous Ministries of The Church;
- ii. 10% to the Mission & Service Fund of The Church;
- iii. 10% to the Mission & Service Endowment Fund of Foundation;
- iv. 10% to the Toronto United Church Corporation ("TUCC"); and
- v. 20% to the Communities of Faith Assistance Fund within the Internally Restricted Funds of the Regional Council.

b. Church property sales

- i. 10% to the Indigenous Ministries of The Church;
- ii. 5% to Mission & Service Fund of The Church;
- iii. 5% to the Mission & Service Endowment Fund of Foundation; and
- iv. 10% to the Communities of Faith Assistance Fund within the Internally Restricted Funds of the Regional Council

East Central Ontario Regional Council **DRAFT 6**

The United Church of Canada

Notes to the financial statements

December 31, 2022

(amounts in thousands of Canadian dollars)

9. Related party transactions (continued)

Expenses

Grant and fees were paid to related parties as follows from:

- 1) Operating Funds
 - a) \$132,000 (2021 - \$69,059) mission support grants to church related entities;
 - b) \$19,132 (2021 - \$19,278) of fees to The GCO for accounting services, information technology support and incorporated ministries administration;
 - c) \$40,322 (2021 - \$40,322) of fees to the Ontario Regional Council Archive Fund for archive services; and
 - d) \$1,775 (2021 - \$nil) to a congregation.
- 2) Property Funds
 - a) \$1,047,029 (2021 - \$932,812) of grants from the Property Funds were issued or accrued to: The GCO (2022 - \$526,531; 2021 - \$284,997); the Foundation (2022 - \$267,408; 2021 - \$28,150); and the TUCC (2022 - \$253,090; 2021 - \$619,665) as a result of the above noted distribution policy.

10. Interfund transfers

Interfund transfers from the Endowment Funds to the Externally Restricted Funds totaled \$2,925 (2021- \$47,500) in compliance with the terms of the Endowment Funds that excess income is to be transferred to Bursary Fund in Externally Restricted Funds. In order to better preserve the capital of Endowment Funds, only the fund balance exceeding 110% of the original capital contributions is transferred each year.

A total of \$596,103 was transferred from the Operating Fund to the Restricted Funds to create the Communities of Faith Assistance Fund with contributions retained by the Regional Council resulting from the above noted distribution policy.

11. Comparative figures

Certain comparative figures in the statement of operations were reclassified to conform to the current year's presentation.

Appendix G¹**Ongoing violence in Israel, the West Bank and Gaza****A Call to Action from the Formation, Nurture and Justice Committee of the East Central Ontario Regional Council (ECORC)(Palestine Network ECORC)**

We lament and denounce the violence, taking place in Israel, the West Bank and Gaza in recent days. We call for the combat to end and the international courts to investigate all reports of war crimes on all sides.

As people dedicated to peace, justice and human rights for all citizens of Palestine and Israel, we commend those on the ground there, and elsewhere, who have dedicated their lives to fostering solidarity, and struggling for a real, just and lasting peace.

We call on United Churches and United Church people to:

- Pray for Palestinians and Israelis, and an end to violent conflict and the growth of mutual respect;
- Make their own voices heard in the movement to embrace nonviolence, and seek a sustainable coexistence of all inhabitants of Israel and Palestine;
- Pray and work for an end to antisemitism and Islamophobia in Canada and the development of a truly inclusive society. This includes continuing to take great care in worship with those passages of Christian scripture that denigrate Jews or blame Jews for the death of Jesus;
- Reach out to nearby faith communities(Christian, Jewish, Muslim and others) to build networks of understanding, peacemaking and solidarity;
- call on the Canadian government to support the right of Israelis and Palestinians to live with true security by adopting a one state solution. (pm@pm.gc.ca)
- Generously support the UN and other organizations, seeking to bring relief and support to those affected by violence, and or cope with the trauma brought on by violence.

Formation, Nurture and Justice Committee ECORC REGION

(“ we are strengthened by God’s grace and refreshed by the Spirit as we follow the way of Jesus and healing our world.”)

.....is a group representing many United Church communities of faith in the ECORC region which advocates for justice, peace, and human rights for all people, among churches in the region.

Assistance for your community of faith Sunday service, after church and mid -week with:

Speakers from the Palestine network, ECORC are available to help your congregation understand the context of the ongoing conflict between Israel and Palestinians, and to process the current wave of violence.

More Information

While there is a growing body of very balanced explorations of the root causes of strife between Israel and non-state sectors, such as Hamas and many calls for real dialogue between Israel and Palestinians, there is also much misinformation spreading on social media. Those seeking information are encouraged to rely on trusted sources.

Recent statements from the church sources on the conflict in Palestine and Israel include:

1. Ecumenical statement on violence between Hamas and Israel from five Canadian denominations, including The United Church of Canada, and Kairos: Canadian Ecumenical Justice Initiatives:

<https://united-church.ca/news/ecumenical-statement-violence-between-hamas-and-Israel>.

2. United network for justice and peace of Palestine and Israel. (UNJPPI, a network within the United Church of Canada): <https://www.unjppi.org/index.html>.

3. World Council of churches WCC calls for immediate ceasefire, urgent, humanitarian aid for Gaza.

<https://www.oikoumene.org/news/wcc>

-calls-for-immediate-ceasefire-urgent-humanitarian-aid-for-gaza.

“Pray for the peace of Jerusalem: they shall prosper that love THEE. “ Psalm 122

Appendix G²

4 November 2023

The Hon. Melanie Joly, P.C., M.P.
Minister of Foreign Affairs
House of Commons
Ottawa, ON K1A 0A2
Melanie.Joly@international.gc.ca
Melanie.Joly@parl.gc.ca

Dear Minister Joly,
Re URGENT ACTION Required to Address Human Tragedy- Gaza and Israel

The Formation, Nurture and Justice committee of the Eastern Central Ontario Regional Committee (ECORC) of The United Church of Canada is faith-based and advocates for a just, sustainable peace in Palestine and Israel - a peace based on respect for human rights, and political self-determination for all the inhabitants of the region.

Our hearts are shattered by the latest horrific news, coming from Israel and occupied Palestine starting on October 7, and still on-going. The earliest reports are of non-combatant Israelis being killed by Hamas operatives that crossed from Gaza and Israel, and of other Israelis being kidnapped and taken into Gaza. This has been followed by the most intense ever Israeli bombardment of Gaza, with the destruction of numerous buildings, including the homes of non-combatant Palestinians and civilian infrastructure. We condemn the atrocities being perpetrated on both sides on innocent civilians.

From news reports, we learn that Israel has also cut off the supply of food, water, and electricity to Gaza, creating a humanitarian disaster. Yet again, today, Israel has called for the remaining Palestinians in the north of Gaza to relocate in the south within 24 hours before the land invasion begins in that region in earnest. The U.N states that this is impossible without more “devastating, humanitarian consequences.” It is also ethnic cleansing, a violation of international law. It needs to end immediately.

To help stop this disaster from spiralling even further out of control, we call on the Canadian government to use all the influence it can bring to bear on Israel and Hamas, either directly or through other world leaders to achieve the following:

1. An immediate ceasefire.,
2. An immediate end to the threatened ethnic cleansing or forced relocation of people from any part of Gaza.
3. Quick and safe passage of humanitarian aid into Gaza and its delivery to the effected population.
4. Expedited restoration of water and electricity services together with a priority for medical facilities and
5. UN and international law protections for all Palestinians in Gaza and in the Occupied West Bank.

We look forward to learning of Canada's leadership in helping to end this humanitarian disaster.

Respectfully,
Wendy Bulloch

Chair - Formation, Nurture and Justice
ECORC United Church of Canada

Cc. The Rt. Hon. Justin Trudeau, Prime Minister, P.C, MP
Justin.Trudeau@parl.gc.ca

The Hon . Pierre Poilievre, Leader of His Majesty's Opposition
Pierre. Poilievre@parl.gc.ca

Jagmeet Singh, New Democratic Party of Canada Leader
Jagmeet.Singh@parl.gc.ca

Yves-Francois.Blanchet, Bloc Quebecois Leader
Yves-Francois Blanchet@parl.gc.ca

Appendix H

Update on “Getting out the Vote” for Remit on Indigenous Church
Nov. 1, 2023

Thanks to volunteers from the Assembly, FNJ, UCW, IJRR and friends (Jackie Harper, Cheryl Mound, Helmut Enns, Kaitlyn Ostrander, Joyce Payne, Bob Root, Marg Curtis, Maryann McFarlane, Peggy Fillier, Sharon Woodrow, and Darlene Hallett) who attempted to contact each pastoral charge in ECORC.

When volunteers reported back to me, they had left messages but hadn't heard back from some pastoral charges (maybe 1/3). Many said they would be trying to be in touch again, and I will be encouraging other volunteers to do so. **Perhaps this can be a focus in preparation for the November 29th remit check-in zoom call for volunteers. If we still haven't heard from these pastoral charges we can create a list and try and be in touch with them in other ways.**

Some pastoral charges were found to be closed, contrary to the list, namely Roblin-Enterprise, St. Matthew's Kingston, Newtonville, and Apsley.

Pastoral charges were generally grateful for the contact. Some had other questions for the regional council, that were directed in appropriate channels. The remit was new information for many (maybe 25% of those spoken too, especially those without ministry personnel)...good thing we called! Resources were shared, and in some instances speakers were arranged in person or via zoom at council meetings or in Sunday worship. **Perhaps we can identify which pastoral charges have not yet voted and what further information they may need to vote in advance of Nov. 29th.**

Of the 2/3 contacted, I would say 3/4 are at least somewhat supportive of the remit.

With respect, Rodney Smith-Merkley

***I've bolded these as action items to myself to share with volunteers. Anything else I might communicate with them?**