

Court File No. CV-20-74570

Commercial List Court No. _____

**ONTARIO
SUPERIOR COURT OF JUSTICE
[COMMERCIAL LIST]**

BUDUCHNIST CREDIT UNION LIMITED

Applicant

- and -

**DUNDAS RETIREMENT PLACE INC., MAPLE RETIREMENT HOME INC. and 1059244
ONTARIO INC.**

Respondents

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

**MOTION RECORD OF MNP LTD.
(Returnable April 30, 2021 at 12:00noon via "ZOOM")**

April 23, 2021

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*Lawyers for Court-Appointed Receiver,
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Commercial List Court No. _____

**ONTARIO
SUPERIOR COURT OF JUSTICE
[COMMERCIAL LIST]**

BUDUCHNIST CREDIT UNION LIMITED

Applicant

- and -

**DUNDAS RETIREMENT PLACE INC., MAPLE RETIREMENT HOME INC. and 1059244
ONTARIO INC.**

Respondents

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

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TAB 1

Court File No. CV-20-74570

Commercial List Court No. _____

ONTARIO
SUPERIOR COURT OF JUSTICE
[COMMERCIAL LIST]

BUDUCHNIST CREDIT UNION LIMITED

Applicant

- and -

**DUNDAS RETIREMENT PLACE INC., MAPLE RETIREMENT HOME INC. and
 1059244 ONTARIO INC.**

Respondents

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

NOTICE OF MOTION

MNP Ltd., in its capacity as Court-appointed receiver (the “**Receiver**”), without security, of all of the assets, undertakings and properties of Dundas Retirement Place Inc., Maple Retirement Homes Inc. and 1059244 Ontario Inc. (collectively, the “**Debtors**”) acquired for, or used in relation to a business carried on by the Debtors will make a motion (the “**Motion**”) to a Judge presiding over the Commercial List on April 30, 2021 at 12:00 am, or as soon after that time as the Motion can be heard, which motion shall be heard virtually by “Zoom” videoconference and may be attended online by accessing the direct videoconference link at the following address <https://us02web.zoom.us/j/85654103136?pwd=dkE2Wmlxai96RUI6V1FSTFBiN1ZpZz09> and using the following credentials: Meeting ID: 856 5410 3136, Passcode: 798932. A direct link will be circulated by email to those members of the Service List with known email addresses.

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

THE MOTION IS FOR:

1. an Order, substantially in the form attached hereto as Schedule “A”, *inter alia*:
 - (a) approving, and authorizing the Receiver to enter into, the agreement of purchase and sale dated April 20, 2021 (the “**Purchase Agreement**”) executed by LP Hamilton Holdings Inc., as purchaser (the “**Purchaser**”), and authorizing the Receiver to complete the transaction contemplated thereby (the “**Transaction**”); and,
 - (b) on closing of the Transaction, vesting in the Purchaser the Debtors’ right, title and interest in and to those assets which are the subject of the Transaction (the “**Purchased Assets**”);
2. an Administrative Order, substantially in the form attached hereto as Schedule “B”, *inter alia*:
 - (a) approving the second report of the Receiver dated April 23, 2021 (the “**Second Report**”), as well as the activities of the Receiver detailed therein; and
 - (b) sealing the confidential appendix to the Second Report pending completion of the Transaction or further order of this Court; and
3. such further and other relief as counsel may advise and this Court may permit.

THE GROUNDS FOR THE MOTION ARE:**BACKGROUND**

1. the Debtors were operators of three retirement homes in the Hamilton area, known as “Dundas Retirement Place”, “Northview Seniors Residence” and “Montgomery Lodge” (collectively, the “**Retirement Homes**”);
2. the Receiver was appointed as Receiver of the Retirement Homes on December 23, 2020 by order of Justice Parayeski (the “**Appointment Order**”);

3. on March 23, 2021, the Receiver made a motion to the Commercial List for various relief, including the transfer of these proceedings to the Commercial List and the approval of a sales process for the business and assets of the Debtors;
4. on March 23, 2021, Justice Hainey issued an order directing that these proceedings be transferred to, and heard by a judge presiding over, the Commercial List;
5. on March 23, 2021, Justice Hainey adjourned the approval of the sales process to April 12, 2021 to allow for the consideration of a possible alternative to the sales process that would see the business and assets of the Debtors sold to the Purchaser, with the support of all secured stakeholders;
6. on April 12, 2021, Justice Hainey further ordered that the within motion for approval of the Alternate Transaction be brought before the Court on April 30, 2021;

THE BUSINESS; OPERATIONAL CHALLENGES & RECEIVER'S ACTIVITIES

7. a description of (a) the various operational and funding issues facing the Retirement Homes at time of the Receiver's appointment; (b) the revocation orders issued by Retirement Home Regulatory Authority (the "RHRA"); and (c) the Receiver activities in addressing these issues and working with RHRA through March 15, 2021 is contained in the Receiver's First Report to Court dated March 15, 2021;
8. since such time the Receiver has continued to work to regularize operations (including the hiring of a new Vice President of Operations of the Debtors' undertakings, commencing April 1, 2021), communicated with residents, and worked with the RHRA, the City of Hamilton and other stakeholders to address various issues, and continues to do so;
9. the Receiver continues to oversee the Debtors' operations to ensure the health and safety of the residents and compliance with all RHRA requirements;

THE ALTERNATE TRANSACTION

10. in addition to the foregoing, since its last report to court, the Receiver has worked towards negotiating and finalizing the Purchase Agreement in respect of the Transaction with the Purchaser;

11. a summary of the Purchase Agreement is as follows:

- (a) *Purchaser*: LP Hamilton Holdings Inc.;
- (b) *Consideration*: in addition to the payment of the cash purchase price set out in the confidential appendix to the Second Report, the assumption by the Purchaser of, *inter alia*, certain assumed liabilities;
- (c) *Purchased Assets*: the real property, residency agreements, certain assumed contracts, leases and substantially all of the property, assets and undertaking of the Debtors necessary for the operation of the Retirement Homes;
- (d) *“As is, where is”*: Purchased Assets will be sold on an “as is, where is” basis;
- (e) *Residency Agreements*: the Purchaser shall assume all agreements with residents of the Retirement Homes, ensuring continuity of residency;
- (f) *RHRA Approval*: the Transaction is conditional on the approval or granting of a licence to the Purchaser to operate a retirement home from the purchased real property;
- (g) *City of Hamilton Approval*: the Transaction is conditional on the approval of City of Hamilton (if necessary);
- (h) *Subordinate Lenders*: the Purchase shall assume all debt and security agreements underlying the subordinate charges on title in favour of the Gill Group and Life Care Pharmacy (*each as defined in the Second Report*); and
- (i) *Approval and Vesting Order*: the Transaction is conditional on this Court issuing an approval and vesting order in favour of the Purchaser;

12. in addition to the foregoing, the agreement is conditional on the Purchaser coming to terms with the subordinate lenders as to post-closing arrangements concerning their security, provided however that such condition must be satisfied/waived *prior* to the within motion for court approval;

APPROVAL OF THE PURCHASE AGREEMENT

13. the Transaction represents an alternative to what was anticipated to be a Receiver-run sales process;
14. in the circumstances, the Receiver is of the view that the Transaction should be approved by the Court by for the following reasons:
 - (a) the Purchase Agreement and the Transaction represent a more certain conclusion to these proceedings and seamless operation of the Debtors' Business, for the benefit of the residents of the Retirement Homes;
 - (b) the Purchaser is an affiliate of an existing RHRA-licensed operator who, among other things, is currently in the process of seeking licensing approval from RHRA in connection with the acquisition of various other retirement homes related to the Debtors;
 - (c) the Receivership is underfunded and requires considerable funding to continue operations for any extended period of time, whereas the Purchase Agreement and the Transaction represent an expedited conclusion to these proceedings and will limit the need for such funding;
 - (d) the purchase price is within the ranges of informal statements of value obtained by the Receiver; and
 - (e) all priority amounts will be satisfied out of the proceeds of sale, before any distribution to secured creditors;
 - (f) most importantly, all the economic stakeholders support the Transaction, notwithstanding that the purchase price will not result in a distribution to any party other first mortgagee; and
 - (g) no party will be materially prejudiced by the approval of the Purchase Agreement, nor the closing of the Transaction;
15. for the reasons above and further reasons enumerated in the Second Report, the Receiver is of the view approval of the Purchase Agreement and proceeding with the Transaction represents a commercially reasonable value and path forward in the circumstances;

APPROVAL OF SECOND REPORT AND ACTIVITIES

16. the Receiver has undertaken the activities, which are further detailed in the Second Report, in accordance with the terms of the Appointment Order;
17. the Second Report fairly and accurately reflects the circumstances of the Receivership, the activities performed by the Receiver since appointment, as does the interim statement of receipts and disbursements included therein;

OTHER GROUNDS

18. the other grounds set out in the Second Report;
19. the Consolidated Practice Direction Concerning the Commercial List and the inherent equitable jurisdiction of the Court;
20. rules 1.04, 2.03, 3.02, 16.08 and 37 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194;
21. section 100 of the *Courts of Justice Act*, R.S.O. 1990, c. C-43;
22. sections 243, 249 and 250 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3;
23. the *Bankruptcy and Insolvency General Rules*, C.R.C., c. 368;
24. such further and other grounds as counsel may advise and this Honourable Court may permit.

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

1. the Second Report and the appendices thereto; and
2. such further and other documentary evidence as counsel may advise and this Court permits.

DATE: April 23, 2021

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Receiver, MNP Ltd.*

TAB 1A

SCHEDULE "A"

Approval & Vesting Order

[see attached]

Court File No.: CV-20-74570

Commercial List Court File No.: _____

ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY & INSOLVENCY)
[COMMERCIAL LIST]

THE HONOURABLE	)	FRIDAY, THE 30 th DAY
)	
JUSTICE HAINEY	)	OF APRIL, 2021

BUDUCHNIST CREDIT UNION LIMITED

Applicant

- and -

**DUNDAS RETIREMENT PLACE INC., MAPLE RETIREMENT HOMES INC. and
1059244 ONTARIO INC.**

Respondents

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

APPROVAL AND VESTING ORDER

THIS MOTION, made by MNP Ltd., its capacity as Court-appointed receiver (the "Receiver"), without security, of all of the assets, undertakings and properties of Dundas Retirement Place Inc., Maple Retirement Homes Inc. and 1059244 Ontario Inc. (collectively, the "Debtors") for an order approving the sale transaction (the "Transaction") contemplated by a purchase and sale agreement (the "Sale Agreement") between the Receiver and <*> (the

"Purchaser") dated <*>, 2021 and appended to the Report of the Receiver dated <*>, 2020 (the "Report"), and vesting in the Purchaser the Debtor's right, title and interest in and to the assets described in the Sale Agreement (the "Purchased Assets"), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Report and on hearing the submissions of counsel for the Receiver, no one appearing for any other person on the service list, although properly served as appears from the affidavit of <*> sworn <*> filed:

1. THIS COURT ORDERS AND DECLARES that the Transaction is hereby approved, and the execution of the Sale Agreement by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser.

2. THIS COURT ORDERS AND DECLARES that upon the delivery of a Receiver's certificate to the Purchaser substantially in the form attached as Exhibit "A" hereto (the "Receiver's Certificate"), all of the Debtor's right, title and interest in and to the Purchased Assets described in the Sale Agreement, included but not limited to the real property listed in Exhibit "B" hereto, shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "Claims"), including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice Parayeski dated December 23, 2021; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; and (iii) those Claims listed on Exhibit "C" hereto (all of which are collectively referred to as the "Encumbrances", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on Exhibit "D" hereto) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

3. THIS COURT ORDERS that upon the registration in the Land Registry Office for the appropriate Land Titles Division of an Application for Vesting Order in the form prescribed by the *Land Titles Act* and/or the *Land Registration Reform Act*, the Land Registrar is hereby directed to enter the Purchaser as the owner of the subject real property identified in Exhibit “B” hereto (the “Real Property”) in fee simple, and is hereby directed to delete and expunge from title to the Real Property all of the Claims listed in Exhibit “C” hereto.

4. THIS COURT ORDERS that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the Receiver's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

5. THIS COURT ORDERS AND DIRECTS the Receiver to file with the Court a copy of the Receiver's Certificate, forthwith after delivery thereof.

6. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Receiver is authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the Debtor's records pertaining to the Debtor's past and current employees. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Debtor.

7. THIS COURT ORDERS that, notwithstanding:

- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the Debtor and any bankruptcy order issued pursuant to any such applications; and

- (c) any assignment in bankruptcy made in respect of the Debtor.

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and shall not be void or voidable by creditors of the Debtor, nor shall it constitute nor be deemed to be a settlement, fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

8. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

Exhibit A – Form of Receiver’s Certificate

Court File No.: CV-20-74570

Commercial List Court File No.: _____

ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY & INSOLVENCY)
[COMMERCIAL LIST]

B E T W E E N:**BUDUCHNIST CREDIT UNION LIMITED**

Applicant

- and -

DUNDAS RETIREMENT PLACE INC., MAPLE RETIREMENT HOMES INC. and
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 COURTS OF JUSTICE ACT, R.S.O. 1990, c. C.43, AS AMENDED

RECEIVER’S CERTIFICATE**RECITALS**

A. Pursuant to an Order of the Honourable Justice Parayeski of the Ontario Superior Court of Justice dated December 23, 2021, MNP Ltd. was appointed as the receiver (the "Receiver") of certain property, assets and undertakings of Dundas Retirement Place Inc., Maple Retirement Homes Inc. and 1059244 Ontario Inc. (the "Debtors").

B. Pursuant to an Order of the Honourable Justice Hainey of the Ontario Superior Court of Justice (Commercial List) (the "Court), dated April 30, 2021, the Court approved the purchase and sale agreement dated April 20, 2021 (the "Sale Agreement") between the Receiver and LP Hamilton Holdings Inc. (the "Purchaser") and provided for the vesting in the Purchaser of the Debtors’ right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a

certificate confirming: (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing set out in the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the transaction contemplated by the Sale Agreement has been completed to the satisfaction of the Receiver.

C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing set out in the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and
3. The transaction contemplated by the Sale Agreement has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at <TIME> on <DATE>, 2021

MNP LTD., SOLELY IN ITS CAPACITY AS THE COURT-APPOINTED RECEIVER ALL OF THE ASSETS, UNDERTAKINGS AND PROPERTIES OF DUNDAS RETIREMENT PLACE INC., MAPLE RETIREMENT HOMES INC. and 1059244 ONTARIO INC. AND NOT IN ITS PERSONAL, CORPORATE OR ANY OTHER CAPACITY

Per: _____

Name:

Title:

Exhibit B – Real Property**1. 17201-0057 (LT)**

PCL 22-1, SEC W 27 (C); LT 22, PL 27; PT LT 23, PL 27, PART 1, 62R9548; CITY OF HAMILTON

2. 17268-0152 (LT)

PT LT 1, CON 2 BARTON, AS IN VM111948; S/T VM203077 HAMILTON

3. 17479-0003 (R)

LOT 8, 9, 10, REGISTRAR'S COMPILED PLAN; PT LOT 11, REGISTRAR'S COMPILED PLAN 1401; DUNDAS CITY OF HAMILTON

Exhibit C – Claims to be deleted and expunged from title to Real Property

PIN 7201-0057 (LT) – PCL 22-1, SEC W 27 (C); LT 22, PL 27; PT LT 23, PL 27, PART 1, 62R9548; CITY OF HAMILTON

Reg. No.	Date	Instrument Type	Amount	Parties From	Parties To
WE1081587	2015/11/19	Charge	\$2,962,000	1059244 Ontario Inc.	Communication Technologies Credit Union Limited
WE1081588	20015/11/19	No Assgn Rent Gen		1059244 Ontario Inc.	Communication Technologies Credit Union Limited
WE1081632	2015/11/19	Notice		Riverview Pharmacy Inc.	
WE1298847	2018/07/27	Charge	\$4,820,000	1059244 Ontario Inc.	Buduchnist Credit Union Limited
WE1298848	2018/07/27	No Assgn Rent Gen		1059244 Ontario Inc.	Buduchnist Credit Union Limited
WE1298856	2018/07/27	Postponement		Riverview Pharmacy Inc.	Buduchnist Credit Union Limited
WE1430133	2020/05/11	Notice		Riverview Pharmacy Inc	

(EXHIBIT "C" CONTINUES)

**PIN 17268-0152 (LT) – PT LT 1, CON 2 BARTON, AS IN VM111948; S/T VM203077
HAMILTON**

Reg. No.	Date	Instrument Type	Amount	Parties From	Parties To
VM203078	2002/06/20	Apl (General)		Unicare Inc.	
WE1287510	2018/05/31	Charge	\$2,000,000	Maple Retirement Homes Inc.	Buduchnist Credit Union Limited
WE1287511	2018/05/31	No Assgn Rent Gen		Maple Retirement Homes Inc.	Buduchnist Credit Union Limited

(EXHIBIT "C" CONTINUES)

PIN 17479-0003 (R) – LOT 8, 9, 10, REGISTRAR’S COMPILED PLAN; PT LOT 11, REGISTRAR’S COMPILED PLAN 1401; DUNDAS CITY OF HAMILTON

Reg. No.	Date	Instrument Type	Amount	Parties From	Parties To
VM282000	2015/06/12	Charge	\$3,950,000	Dundas Retirement Place Inc.	Communication Technologies Credit Union Limited
VM282002	2015/06/12	Assignment General		Dundas Retirement Place Inc.	Communication Technologies Credit Union Limited
VM282002	2015/06/12	Postponement	\$2	Riverview Pharmacy Inc.	Communication Technologies Credit Union Limited
VM282130	2016/12/08	Assignment General		Dundas Retirement Place Inc.	Sure Mortgage Capital Inc.
VM282131	2016/12/08	Postponement	\$2	Riverview Pharmacy Inc.	Sure Mortgage Capital Inc.
VM282254	2018/07/27	Charge	\$7,385,000	Dundas Retirement Place Inc.	Buduchnist Credit Union Limited
VM282255	2018/07/27	Assignment General		Dundas Retirement Place Inc.	Buduchnist Credit Union Limited
VM282256	2019/11/18	Postponement		Riverview Pharmacy Inc.	Buduchnist Credit Union Limited
VM282376	2020/08/07	Notice	\$1	Riverview Pharmacy Inc	Dundas Retirement Place Inc.

(END OF EXHIBIT “C”)

**Exhibit D – Permitted Encumbrances, Easements and Restrictive Covenants
related to the Real Property**

(unaffected by the Vesting Order)

SPECIFIC PERMITTED ENCUMBRANCES

**PIN 7201-0057 (LT) – PCL 22-1, SEC W 27 (C); LT 22, PL 27; PT LT 23, PL 27, PART 1,
62R9548; CITY OF HAMILTON**

Reg. No.	Date	Instrument Type	Amount	Parties From	Parties To
62R9548	1988/05/11	Plan reference			
LT388095	1995/08/30	Trans Power Sale			
WE1394885	2019/11/15	Charge	\$1,300,000	1059244 Ontario Inc.	Dapinderjeet Gill, Darshan Gill, Amneet Gill, Jasper Properties Inc., Manjinder Jagdev
WE1394948	2019/11/18	No Assgn Rent Gen	n/a	1059244 Ontario Inc.	Dapinderjeet Gill, Darshan Gill, Amneet Gill, Jasper Properties Inc., Manjinder Jagdev

(EXHIBIT “D” CONTINUES)

**PIN 17268-0152 (LT) – PT LT 1, CON 2 BARTON, AS IN VM111948; S/T VM203077
HAMILTON**

Reg. No.	Date	Instrument Type	Amount	Parties From	Parties To
VM203077	1995/01/07	Transfer Easement			City of Hamilton
WE101121	1995/01/07	Agreement			City of Hamilton
WE1287509	2018/05/31	Transfer	\$2,000,000	Unicare Inc.	Maple retirement Homes Inc.
WE1287512	2018/05/31	Charge	\$750,000	Maple Retirement Homes Inc.	Life Care Medical Pharmacy Ltd.
WE187513	2018/05/31	No Assgn Rent Gen	n/a	Maple Retirement Homes Inc.	Life Care Medical Pharmacy Ltd.
WE1487281	2021/01/29	Apl Govt Order		City of Hamilton	

(EXHIBIT "D" CONTINUES)

**PIN 17479-0003 (R) – LOT 8, 9, 10, REGISTRAR’S COMPILED PLAN; PT LOT 11,
REGISTRAR’S COMPILED PLAN 1401; DUNDAS CITY OF HAMILTON**

Reg. No.	Date	Instrument Type	Amount	Parties From	Parties To
HL6884	1957/05/17	Transfer	\$1		Wallace C Cattel, Lorna I Cattel
HL106758	1985/10/31	Transfer	\$1		Frank Stecker
HL106758	1959/10/27	Bylaw			
HL109987	1959/11/23	Bylaw			
HL109988	1959/11/23	Bylaw			
HL211498	1962/09/14	Transfer	\$1		Arthur E Rittinger, Anne Rittinger
AB56533	1967/06/29	Transfer	\$1		Wallace C Cattel, Lorna I Cattel
AB87245	1968/04/10	Agreement			
AB300015	1973/07/04	Transfer	\$1		Jerdun Investments Limited, Martin T Jeremias
AB355999	1974/11/05	Transfer	\$1		Jermar Holdings Inc.
62R3008	1976/06/02	Plan Reference			
CD14521	1976/06/14	Cert R Suc Du Act			

CD22847	1976/08/27	Transfer	\$1		James Edward Dunham
62R6246	1982/05/13	Plan Reference			
CD243749	1983/05/04	Agreement	\$1		The Corporation of the City of Dundas
CD243817	1983/05/05	No Appl 1 st Reg			
CD335651	1985/11/29	Transfer			Michael Barasevic, Helen Barasevic
CD335652	1985/11/29	Transfer	\$58,500		Michael Barasevic, Helen Barasevic
CD339630	1986/10/10	Transfer	\$160,000		Michael Barasevic, Helen Barasevic
CD506914	1989/04/12	Transfer	\$921,280		Elm Villa Retirement Homes Inc.
VM98744	1991/10/01	Agreement			The Regional Municipality of Hamilton-Wentworth
VM129573	1992/08/21	Release			
62R14692	1998/08/25	Plan Reference			
VM243010	1998/09/02	Transfer	\$2,100,000	Elm Villa Retirement Homes Inc.	1156564 Ontario Inc.
VM243866	1998/12/11	Quit Claim Transfer		Martin T. Jeremias, Harjer Corporation Limited	Elm Villa Retirement Homes Inc
VM243866	1998/12/11	Deposit		William Culver Cattel - Estate	Elm Villa Retirement Homes Inc

VM243868	1998/12/11	Quit Claim Transfer		William Culver Cattel - Estate	Elm Villa Retirement Homes Inc
VM268056	2006/03/21	Articles of Amalg		1156564 Ontario Inc., 12988077 Ontario Inc., 1639133 Ontario Inc.	
VM281792	2013/01/03	Option to Purchase	\$2	2157720 Ontario Inc.	1639133 Ontario Inc.
VM281859	2013/09/04	Declaration s. 25		Owen J. Duguid	
VM281881	2014/01/29	Amalgamation Corp		1639133 Ontario Inc., 1694560 Ontario Inc.	1906267 Ontario Inc.
VM282338	2019/11/18	Charge	\$1,300,000	Dundas Retirement Place Inc.	Dapinderjeet Gill, Darshan Gill, Anneet Gill, Jasper Properties Inc., Manjinder Jagdev

GENERAL PERMITTED ENCUMBRANCES ON ALL PROPERTIES

1. Any municipal by-laws or regulations affecting the Real Property or its use and any other municipal land use instruments including without limitation, official plans and zoning and building by-laws, as well as decisions of the committee of adjustment or any other competent authority permitting variances therefrom, and all applicable building codes;
2. Registered agreements with any municipal, provincial or federal governments or authorities and any public utilities or private suppliers of services, including without limitation, subdivision agreements, development agreements, engineering, grading or landscaping agreements and similar agreements; provided same have been complied with or security has been posted to ensure compliance and completion as evidenced by a letter from the relevant authority or regulated utility;
3. Any unregistered easement, right-of-way, agreements or other unregistered interest of claims not disclosed by registered title provided same does not materially impact the

Purchaser's intended use of the Purchased Assets;

4. Any encroachments or other discrepancies that might be revealed by an up-to-date plan of survey of the Real Property;
5. Such other minor encumbrances or defects in title which do not, individually or in the aggregate, materially affect the use, enjoyment or value of the Real Property or any part thereof, or materially impair the value thereof;
6. Any reservations, limitations, provisos and conditions expressed in the original grant from the Crown as the same may be varied by statute; and
7. The following exceptions and qualifications contained in Section 44(1) of the *Land Titles Act*: paragraphs 7, 8, 9, 10, 12 and 14.

(END OF EXHIBIT "D")

BUDCHINIST CREDIT UNION LIMITED v. DUNDAS RETIREMENT PLACE INC., et al.

Applicant

Respondents

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

Court File No.: CV-20-74570

Commercial List Court File No. _____

**ONTARIO
SUPERIOR COURT OF JUSTICE
[COMMERCIAL LIST]**

Proceedings commenced at Hamilton

APPROVAL & VESTING ORDER

LOOPSTRA NIXON LLP
135 Queens Plate Drive – Suite 600
Toronto, ON M9W 6V7

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Lawyers for the Receiver

TAB 1B

SCHEDULE "B"

Administrative Relief Order

[see attached]

SCHEDULE “B”

Court File No. CV-20-74570

Commercial List Court No. _____

**ONTARIO
SUPERIOR COURT OF JUSTICE
[COMMERCIAL LIST]**

THE HONOURABLE	)	FRIDAY, THE 30 th
)	
JUSTICE HAINEY	)	DAY OF APRIL, 2021

B E T W E E N:

BUDUCHNIST CREDIT UNION LIMITED

Applicant

- and -

**DUNDAS RETIREMENT PLACE INC., MAPLE RETIREMENT HOME INC. and
1059244 ONTARIO INC.**

Respondents

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

ORDER*(Administrative Relief)*

THIS MOTION, made by MNP Ltd., in its capacity as Court-appointed receiver (the “Receiver”), without security, of all of the assets, undertakings and properties of Dundas Retirement Place Inc., Maple Retirement Homes Inc. and 1059244 Ontario Inc. (collectively, the “Debtors”) for an order, *inter alia*:

1. approving the second report of the Receiver, dated April 23, 2021 (the “**Second Report**”) as well as the activities of the Receiver described therein; and
2. sealing the confidential appendices to the Second Report,

was heard virtually by “Zoom” videoconference on this day in Toronto, Ontario.

ON READING the Second Report and on hearing the submissions of counsel for the Receiver and counsel to such other parties as reflected in the counsel slip, no one else appearing for any other person on the service list, although properly served as appears from the affidavit of <*>, sworn <*>, 2021, filed:

1. **THIS COURT ORDERS** that the Second Report and activities of the Receiver described therein are hereby approved.
2. **THIS COURT ORDERS** that the confidential appendices to the Second Report be are hereby sealed pending completion of the Transaction (*as defined in the Second Report*) or further order of this Court.
3. **THIS COURT ORDERS** that this order is effective from today’s date and is enforceable without the need for entry and filing.

The Honourable Justice Hainey

BUDCHINIST CREDIT UNION LIMITED v. DUNDAS RETIREMENT PLACE INC., et al.

Applicant

Respondents

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

Court File No.: CV-20-74570

Commercial List Court File No. _____

**ONTARIO
SUPERIOR COURT OF JUSTICE
[COMMERCIAL LIST]**

Proceedings commenced at Hamilton

ORDER re: Administrative Relief

LOOPSTRA NIXON LLP
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BUDCHINIST CREDIT UNION LIMITED v. DUNDAS RETIREMENT PLACE INC., et al.

Applicant

Respondents

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

Court File No.: CV-20-74570

Commercial List Court File No. _____

**ONTARIO
SUPERIOR COURT OF JUSTICE
[COMMERCIAL LIST]**

Proceedings commenced at Hamilton

NOTICE OF MOTION

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Lawyers for the Receiver

TAB 2

Court File No. CV-20-74570
Commercial List Court File No. _____

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

BETWEEN:

BUDUCHNIST CREDIT UNION LIMITED

Applicant

- and -

**DUNDAS RETIREMENT PLACE INC., MAPLE RETIREMENT HOMES INC. and
1059244 ONTARIO INC.**

Respondents

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

**SECOND REPORT OF THE MNP LTD., AS COURT-APPOINTED RECEIVER OF
DUNDAS RETIREMENT PLACE INC., MAPLE RETIREMENT HOMES INC., AND
1059244 ONTARIO INC.**

DATED APRIL 23, 2021

INTRODUCTION AND BACKGROUND

1. On December 23, 2020 (“**Date of Appointment**”), upon the application (the “**Application**”) of Buduchnist Credit Union Limited (“**BCU**”), MNP Ltd. (“**MNP**”) was appointed Receiver (the “**Receiver**”) of all of the assets, properties and undertakings (the “**Property**”) of Dundas Retirement Place Inc. (“**Dundas**”), Maple Retirement Homes Inc. (“**Maple**”) and 1059244 Ontario Inc. (“**Northview**” and collectively with Dundas and Maple, referred to as the “**Companies**” or the “**Retirement Homes**”) by Order (the “**Appointment Order**”) of the Ontario Superior Court of Justice (the “**Court**”). A copy of the Appointment Order is attached hereto as **Appendix “A”**.
2. BCU has a first charge against the real property owned by the Companies and was on the Date of Appointment owed in aggregate approximately \$10.1 million.
3. The Receiver filed its first report to the Court (the “**First Report**”), dated March 14, 2021, in support of its motion (returnable March 23, 2021) (the “**March 23rd Motion**”) seeking, *inter alia*, an order approving the sale process and authorizing the Receiver to enter into the listing agreements with Seniors Housing Real Estate Group (“**Seniors Housing**”), transferring these proceedings to the Commercial List in Toronto, approving the Receiver’s activities and the Receiver’s interim fees and disbursements, including the fees and disbursements of Loopstra Nixon LLP (“**Loopstra Nixon**”), its independent counsel (collectively, the “**Interim Fees**”).
4. Immediately prior to the March 23rd Motion being heard, the Receiver and its counsel became aware of a potential transaction (the “**Alternate Transaction**”) that was being

considered by BCU and the Respondents. These parties requested that consideration of the sale process be adjourned for approximately two (2) weeks to allow the parties to further consider the Alternate Transaction.

5. On March 23, 2021, the Court issued orders, *inter alia*:
 - a. approving the activities of the Receiver, as well as the interim statement of receipts and disbursements;
 - b. approving the Interim Fees;
 - c. sealing the confidential appendices to the First Report; and
 - d. directing that the receivership proceedings be directed to be listed on, and to be heard by a Judge presiding over the Commercial List.

A copy of the Court orders and corresponding endorsement are attached as **Appendix “B”**. The relief associated with the approval of the sale process and authorizing the Receiver to enter into the listing agreements with Seniors Housing was adjourned until April 12, 2021.

6. On April 12, 2021, the Receiver’s counsel advised the Court that there appeared to be an agreement in principle concerning the Alternate Transaction that remained subject to *inter alia*, (i) receipt by the Receiver of a deposit; and (ii) support of interested parties. Justice Haaney further ordered that the within motion for approval of the Alternate Transaction be brought before the Court on April 30, 2021.
7. The Appointment Order together with other publicly available information have been posted to the Receiver’s website (the “**Case Website**”), which can be found at: <https://mnpdebt.ca/Hamiltonretirementhomes>.

8. Each of the Companies' sole business (the "**Business**") is the ownership and operation of a retirement home, summarized below:

Property	Address	# of rooms	# of residents
Dundas	33 Main Street, Dundas	42	47 (occupancy limit of 54)
Northview	19 Aikman Avenue, Hamilton	34	48 (occupancy limit of 57)
Maple - Montgomery Lodge	1605 Main Street East, Hamilton	32	30 (occupancy limit of 30)

PURPOSE OF THIS REPORT

9. The purpose of this report (the "**Second Report**") is to, *inter alia*,
- i) describe the Receiver's activities since the First Report;
 - ii) update the Court on the status of the Alternate Transaction;
 - iii) support the request that this Court issue orders, *inter alia*:
 - a. approving, and authorizing the Receiver to enter into, the agreement of purchase and sale dated April 20, 2021 (the "**Purchase Agreement**") executed by LP Hamilton Holdings Inc.,

as purchaser (the “**Purchaser**”), and authorizing the Receiver to complete the transaction contemplated thereby (the “**Transaction**”);

- b. vesting title in and to the Property in the Purchaser upon the closing of the Transaction;
- c. the sealing of the confidential appendix to the Second Report pending closing of the Transaction or further order of the Court;
- d. approving the Second Report, as well as the activities of the Receiver detailed therein; and
- e. such other relief as the Court deems just.

TERMS OF REFERENCE

10. In preparing the Second Report and making the comments herein, the Receiver has relied on the following information:
 - i. information provided by the BCU and their counsel;
 - ii. the Application Record, dated December 10, 2020;
 - iii. the Affidavits of Tom Wilson sworn October 26, 2020 and December 3, 2020;
 - iv. information provided by the Companies; and
 - v. information otherwise made available or provided to the Receiver and/or its counsel.(Collectively, referred to as the “**Information**”)
11. Except as described in the Second Report, the Receiver has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of the Information in a

manner that would wholly or partially comply with Generally Accepted Assurance Standards of the Chartered Professional Accountants of Canada.

12. Capitalized terms not defined in this Report are as defined in the Appointment Order. All references to dollars are in Canadian currency unless otherwise noted.

RECEIVER'S ACTIVITIES AND OPERATIONS

13. Since preparing the First Report, the Receiver's activities have included:
- i. updating the Case Website;
 - ii. carrying on and managing the business of the Retirement Homes;
 - iii. managing the receipts and disbursements related to the operation of the Retirement Homes;
 - iv. consulting with MNP LLP (the "**Consultant**") on various health and safety related issues concerning the Retirement Homes;
 - v. onboarding Yvonne Dobronyi ("**Yvonne**"), effective April 1, 2021, as the Vice President of Operations of the Retirement Homes and consulting with her from time to time, as necessary;
 - vi. arranging with critical suppliers for the continued supply of goods and services, including the supply of food, utilities and personal protective equipment;
 - vii. cooperating with Seniors Housing in gathering the information it requested in contemplation of carrying out the sales process;
 - viii. consulting from time to time with stakeholders in respect to the administration of the receivership, including as detailed below, representatives of the City of Hamilton (the "**City**") and Retirement Homes Regulatory Authority ("**RHRA**");

- ix. in furtherance of the items noted in the First Report, completed the replacement of certain flooring at Maple to satisfy the City's Notice of Contravention, dated November 11, 2020;
- x. participating in several phone calls and emails with representatives of the Purchaser, BCU and their respective counsel in connection with the Alternate Transaction;
- xi. with the assistance of Loopstra Nixon, the Receiver has worked towards negotiating and finalizing the Purchase Agreement in respect of the Transaction;
- xii. arranging for the filing of Requests for Reconsideration in respect of Dundas' and Northview's municipal taxes;
- xiii. communicating with the Retirement Homes insurance broker and arranging for the renewal of the insurance coverage by, among other things, completing the insurer's questionnaires in connection with the renewals;
- xiv. transitioning the payroll processing at the Retirement Homes by ADP Canada Co., a third-party payroll processing company, and attending to related training sessions;
- xv. communicating with Rafik Lotfi of Riverview Pharmacy Inc. ("**Riverview**") concerning its involvement as the exclusive supplier of pharmaceutical products to Dundas and Northview under the terms of a Residential Care Facilities License Agreement, dated April 12, 2016;
 - i. finalizing with Pinchin Ltd. ("**Pinchin**") the Building Condition Evaluation and Phase I environmental assessment for each of the Retirement Homes; and
- xvi. preparing this report.

Communications with Regulators – RHRA/the City/Public Health

14. As noted in the First Report, on November 30, 2020, prior to these proceedings, RHRA issued an Order to Revoke the license for each of the Retirement Homes under Subsection 95(1)(a) of the *Retirement Homes Act*, 2010 (the "**RHA**"). After becoming aware of the Application, RHRA believed that the Retirement Homes no longer met the criteria for licensing set out at Section 35 of the RHA. RHRA originally required that the Retirement Homes be sold to an approved purchaser by June 1, 2021 (the "**Original Sale Deadline**"), failing which the affected Retirement Home's operating license would be revoked.
15. RHRA extended the Original Sale Deadline first to July 1, 2021 and then to August 1, 2021. Since filing the First Report, the Original Sale Deadline has been further extended to September 1, 2021 (the "**Current Sale Deadline**").
16. In carrying out their respective mandates, RHRA, the City and City of Hamilton Public Health Services have inspected the Retirement Homes from time to time. Upon receiving the results of these inspections, the Receiver, in consultation with the Consultant, Yvonne and the General Managers of the Retirement Homes, have identified and implemented corrective measures.

Repairs and Maintenance

17. On March 24, 2021, the single elevating device at Dundas became inoperable. This elevating device was being serviced under a contract with Hal Brant Elevator Services ("**Hal Brant**"). Hal Brant inspected the elevator and referred the Receiver to Brock Elevator Ltd. ("**Brock**") as the scope of work required was outside of Hal Brant's service offering.

18. Soon after Hal Brant identified that the elevator repairs were extensive, the Receiver, the Consultant and Dundas' general manager developed and implemented the following measures to ensure the continuity of care for Dundas' residents:
- i. **Dispensing of medicine:** There was no change to the schedule for dispensing medications. Staff are delivering medications directly to resident rooms at the required times;
 - ii. **Meals:** Staff are bringing meals and snacks directly to residents in their room as required;
 - iii. **Staffing:** Staffing levels were increased to, among other things, support mealtimes and continuity of housekeeping services;
 - iv. **COVID-19 Protocols:** All protocols remained in place
 - v. **Resident Relocation** – To improve their living conditions, two residents have been relocated to the ground level of the property.
19. The Receiver notified RHRA, the City, BCU and the residents' families of the elevator outage and the measures taken in response thereto.
20. Brock determined the elevator has a leaking hydraulic cylinder and required a completely new piston and cylinder assembly. Having regard to Pinchin's advice that the elevator will reach its projected useful life within the next four years, the Receiver consulted the Purchaser to determine if it wished to share the costs of a full modernization of the elevator. The Purchaser was not wanting to commit to advance funds towards the elevator until the Transaction was firm. Accordingly, on April 22, 2021, the Receiver contracted

Brock to complete the repairs. Brock is now ordering materials related to the repairs and advises the lead time can run three (3) to four (4) weeks.

21. As noted in the First Report, the Receiver was advised by the Consultant that the carpet at Northview poses a safety risk. With the flooring replacement at Maple now complete, the Receiver is working with the contractor to commence work at Northview.

THE APS

22. As noted above, the Receiver and Loopstra Nixon have negotiated the terms of the Purchase Agreement, a copy of which is enclosed as **Confidential Appendix "1"**. A copy of a redacted version of the Purchase Agreement is enclosed as **Appendix "C"**.

The salient terms of the Purchase Agreement include:

- i. *Purchased Assets*: the real property, residency agreements, certain assumed contracts, leases and substantially all of the property, assets and undertaking of the Companies necessary for the operation of the Retirement Homes;
- ii. *Excluded Assets*: the excluded assets include cash, accounts and all books and records of the Receiver and the Companies not pertaining to the operation of the Business;
- iii. *"As is, where is"*: Purchased Assets will be sold on an "as is, where is" basis;
- iv. *Residency Agreements*: the Purchaser shall assume all agreements with residents of the Retirement Homes, ensuring continuity of residency;

- v. *RHRA Approval*: the Transaction is conditional on the approval or granting of a license to the Purchaser to operate a retirement home from the purchased real property (the “**RHRA Condition**”);
- vi. *City Approval*: the Transaction is conditional on the approval or granting of a license to the Purchaser to operate a retirement home from the purchased real property;
- vii. *Subordinate Lenders*: the Purchaser shall assume all debt and security agreements underlying the subordinate charges on title in favour of the Gill Group (as defined below) and Life Care (as defined below). The Transaction is conditional on the Purchaser agreeing with the Gill Group and Life Care, on such terms as are satisfactory to the Purchaser in its sole discretion, that the mortgage security of the Subordinate Lenders (as defined below) shall be assumed by the Purchaser on closing and constitute permitted encumbrances which shall not be vested off title but remain on title after closing (the “**Subordinate Lender Condition**”). The Subordinate Lender Condition must be waived by April 27, 2021 at 5 PM (Toronto time);
- viii. *Approval and Vesting Order*: the Transaction is conditional on this Court issuing an approval and vesting order in favour of the Purchaser;
- ix. *Closing*: the closing is to take place on the tenth business day after the RHRA Condition is satisfied or such other time as the parties may agree.

23. The Receiver recommends the approval of the Purchase Agreement for the following reasons:

- i. notwithstanding the Retirement Homes were not subject to a sale process, it is the Receiver's view that the purchase price under the Purchase Agreement is commercially reasonable having regard to the informal valuation of the Retirement Homes that was included as a Confidential Appendix to the First Report;
- ii. the Purchaser has several retirement residences in the Province of Ontario and its experience in the sector will be beneficial to the residents and the employees;
- iii. the Transaction represents a more certain conclusion to these proceedings and seamless operation of the Business, for the benefit of the residents of the Retirement Homes;
- iv. the Transaction would avoid the significant costs and risks associated with marketing the Retirement Homes, including the commission that may be payable in connection with a sale process. The anticipated expedited closing has the following benefits:
 - a. it provides for the completion of the Transaction prior to the Current Sale Deadline. This provides the residents greater certainty that the RHRA license will not be revoked. A revocation of the license will be disruptive to the residents;

- b. a reduced exposure to the fees and disbursements subject to the Receiver's Charge; and
 - c. a reduced exposure to the Receiver having to borrow funds to sustain operations at the Retirement Homes.
24. Additionally, the Transaction would avoid the financial and human risk associated with marketing the properties for sale during the current COVID pandemic conditions. First, it is anticipated the pandemic will interfere with the effectiveness and likely have a negative impact on the results of any sales process; and, significantly, undertaking the sales process would necessarily interfere with the residents schedules and lives and increase the risk of potential infection (notwithstanding the best COVID protocols) as parties would be required to attend and conduct on-site due diligence.

IMPACT OF THE TRANSACTION OF STAKEHOLDERS

25. Attached to this Report as **Appendix "D"** are parcel searches in respect of the Retirement Homes dated April 23, 2021 which discloses the following registrations against the title to the Retirement Homes evidencing an economic interest:

Dundas

- i. Communications Technologies Credit Union Limited ("**Comtech**") – a registered charge and assignment of rents, each dated November 19, 2015 in favour of Comtech in the amount of \$3,950,000 – *such charge was paid out as part of the subsequent refinancing with BCU and these registrations should have been*

removed from title (Comtech has been served with this Report and the Receiver's Motion Record);

- ii. BCU – a registered charge and assignment general, each dated July 27, 2018 in favour of BCU in the amount of \$7,385,000;
- iii. Dapinderjeet Gill, Darshan Gill, Amneet Gill, Jasper Properties Inc. and Manjinder Jagdev (collectively, the “**Gill Group**”) – a registered charge, dated November 18, 2019 in favour of the Gill Group in the amount of \$1,300,000; and
- iv. Riverview – a notice registered on August 7, 2020 (as well as other historic registration) to evidence its option to purchase.

Maple

- i. BCU – a registered charge and assignment of rents, each dated May 31, 2018 in favour of BCU in the amount of \$2,900,000;
- ii. Life Care Medical Pharmacy Ltd. (“**Life Care**” and together with the Gill Group, hereinafter collectively referred to as the “**Subordinate Lenders**”)- A registered charge, dated May 31, 2018 in favour of the Life Care in the amount of \$750,000.

Northview

- i. Comtech – a registered charge and assignment of rents, each dated November 19, 2015 in favour of Comtech in the amount of \$2,962,000 – *such charge was paid out as part of the subsequent refinancing with BCU and should have been*

removed from title (Comtech has been served with this Report and the Receiver's Motion Record);

- ii. BCU – a registered charge and assignment of rents, each dated July 27, 2018 in favour of BCU in the amount of \$4,820,000;
 - iii. The Gill Group– A registered charge, dated November 15, 2019 in favour of the Gill Group in the amount of \$1,300,000; and
 - iv. Riverview – a notice registered on August 7, 2020 (as well as other historic registrations) to evidence its option to purchase
26. There are various other registrations on title, but such registrations do not evidence economic interests but, rather, related to bylaw, plans of reference, historic transfers of title, etc., which registrations are not to be vested off.
27. At this time, the Receiver has not sought Loopstra Nixon's opinion on the validity and enforceability of the above-noted charges. Consideration will be given to seeking these opinions ahead of any distribution to the affected parties.
28. As noted above, the Transaction is subject to the Subordinate Lender Condition. The Receiver will deliver a supplementary report to the Court prior to the April 30th motion to update the Court on, among other things, the status of the Subordinate Lender Condition.
29. On April 9, 2021, counsel for Riverview sent an email to counsel to the Purchaser that Riverview does not oppose and does consent to the sale by the Receiver to the Purchaser

of the Purchased Assets and that Riverview will discharge its encumbrances on title to the properties owned by Dundas and Northview on completion of the Transaction.

30. BCU supports the Transaction.
31. The Statutory Claims consist of the following:

Creditor	Nature of Claim
The City	Municipal Taxes
Canada Revenue Agency ("CRA")	Unpaid Source Deductions
MNP and Loopstra Nixon	Receiver's Charge
BCU	Receiver's Borrowing Charge

32. Subject to determining the extent and priority of any claim CRA may have vis-à-vis the secured creditors, the above-noted statutory claims will be satisfied from the closing proceeds arising from the Transaction prior to any distribution to the secured creditors.
33. Given the foregoing and subject to the Purchaser satisfying or waiving the Subordinate Lender Condition, no party will be materially prejudiced by the approval of the Purchase Agreement, nor the closing of the Transaction.

SEALING OF CONFIDENTIAL INFORMATION

34. The Receiver is of the view that the Purchase Agreement included in the Confidential Appendix should be filed with the Court on a confidential basis and sealed as the document contains information of a sensitive nature. The Receiver does not believe that any party will be prejudiced if the information is sealed at this time.

CONCLUSION AND RECOMMENDATION

35. Based on the foregoing, the Receiver respectfully recommends that the Court make an order granting the relief detailed in paragraph 9 iii).

All of which is respectfully submitted on this 23rd day of April, 2021.

MNP LTD.

in its capacity as Court Appointed Receiver of
Dundas Retirement Place Inc., Maple Retirement
Homes Inc., and 1059422 Ontario Inc.

Per: 

Sheldon Title, CPA, CA, CIRP, LIT
Senior Vice President

TAB 2A

APPENDIX "A"



Court File No. CV-20-74570

ONTARIO
SUPERIOR COURT OF JUSTICE

THE HONOURABLE MR.)

WEDNESDAY, THE 23rd

JUSTICE PARAYESKI)

DAY OF DECEMBER, 2020

BUDUCHNIST CREDIT UNION LIMITED

Applicant

- and -

**DUNDAS RETIREMENT PLACE INC., MAPLE RETIREMENT HOMES INC. and
1059244 ONTARIO INC.**

Respondents

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

ORDER
(appointing Receiver)

THIS MOTION made by the Applicant for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "BIA") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "CJA") appointing MNP Ltd. as receiver and manager (in such capacities, the "Receiver") without security, of all of the assets, undertakings and properties of Dundas Retirement Place Inc., Maple Retirement homes Inc. and 1059244 Ontario Inc. (the "Debtors") acquired for, or used in relation to a business carried on by the Debtors, was heard this day at 45 Main St E, Hamilton, ON L8N 2B7.

ON READING the affidavit of Tom Wilson sworn October 26, 2020, and the Exhibits thereto, the supplementary affidavit of Tom Wilson sworn December 3, 2020, and the Exhibits thereto, the affidavit of Laura Mitchell sworn December 10, 2020, and the consent of the Respondents, filed, and on hearing the submissions of counsel for the Applicant, counsel for MNP Ltd. and counsel for the Retirement Homes Regulatory Authority, no one appearing for the remaining parties listed on the Service List although duly served as appears from the affidavit of service of Laura Mitchell sworn December 8th, 2020, and the affidavit of service of Laura Mitchell sworn December 22, 2020, and on reading the consent of MNP Ltd. to act as the Receiver,

SERVICE

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

APPOINTMENT

2. THIS COURT ORDERS that pursuant to section 243(1) of the BIA and section 101 of the CJA, MNP Ltd. is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtors acquired for, or used in relation to a business carried on by the Debtors, including all proceeds thereof (the "Property").

RECEIVER'S POWERS

3. THIS COURT ORDERS that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;

- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate, and carry on the business of the Debtors, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtors;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtors or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors and to exercise all remedies of the Debtors in collecting such monies, including, without limitation, to enforce any security held by the Debtors;
- (g) to settle, extend or compromise any indebtedness owing to the Debtors;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or

in the name and on behalf of the Debtors, for any purpose pursuant to this Order;

- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtors, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
 - (i) without the approval of this Court in respect of any transaction not exceeding \$50,000, provided that the aggregate consideration for all such transactions does not exceed \$100,000; and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

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

- (l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtors;
- (p) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtors, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtors;
- (q) to exercise any shareholder, partnership, joint venture or other rights which the Debtors may have; and
- (r) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtors, and without interference from any other Person.

4. THIS COURT ORDERS that nothing in this Order in any way derogates from the obligations of the Receiver to comply with all requirements under the *Retirement Homes Act, 2010*, S.O. 2010 c.11 (the "*Retirement Homes Act*") and O. Reg. 166/11 or limits the exercise of the regulatory authority of the Retirement Homes Regulatory Authority (the "RHRA").

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

5. THIS COURT ORDERS that (i) the Debtors, (ii) all of their current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "Persons" and each being a "Person") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

6. THIS COURT ORDERS that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtors, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "Records") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

7. THIS COURT ORDERS that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent

service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information. The Receiver shall ensure that it treats all documents and Records in accordance with the obligations contained in the *Retirement Homes Act* and other applicable legislation, including the *Personal Health Information Protection Act*, 2004, c.3 Sched. A.

8. THIS COURT ORDERS that the Receiver shall provide each of the relevant landlords with notice of the Receiver's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Receiver's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Receiver, or by further Order of this Court upon application by the Receiver on at least two (2) days notice to such landlord and any such secured creditors.

NO PROCEEDINGS AGAINST THE RECEIVER

9. THIS COURT ORDERS that no proceeding or enforcement process in any court or tribunal (each, a "Proceeding"), shall be commenced or continued against the Receiver except any Proceeding commenced by the Registrar of the RHRA pursuant to the

provisions of the *Retirement Homes Act* or with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY

10. THIS COURT ORDERS that no Proceeding against or in respect of the Debtors or the Property shall be commenced or continued except any Proceeding commenced by the Registrar of the RHRA pursuant to the provisions of the *Retirement Homes Act* or with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtors or the Property are hereby stayed and suspended pending further Order of this Court. Any proceeding brought by RHRA pursuant to this section shall be brought on notice to the Receiver, the Applicant, and any other party that serves a Notice of Appearance.

NO EXERCISE OF RIGHTS OR REMEDIES

11. THIS COURT ORDERS that all rights and remedies against the Debtors, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtors to carry on any business which the Debtors are not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtors from compliance with statutory or regulatory provisions relating to health, safety or the environment, including any regulatory requirements pursuant to the *Retirement Homes Act* (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

12. THIS COURT ORDERS that, without limiting the generality of paragraph 3 hereof, the Receiver is hereby empowered and authorized to retain MNP LLP (the "Consultant"), on such terms as are determined to be necessary or advisable by the Receiver, acting reasonably, to conduct a comprehensive review of the Business, including an operational review, and to continuously monitor and update the same, from time to time, so as to enable the Receiver and the RHRA to assess if any deficiencies exist in the operations

of the Business that need to be addressed to ensure that the Business is being operated in the best interests of the health and safety of the residents, in compliance with the *Retirement Homes Act*, and in a commercially reasonable and cost-effective and efficient manner, with a view to optimizing the results of a sale or sales of the same, including but not limited to ensuring that the Business is operating in full compliance with all prevailing laws, regulations and governmental directions. The Consultant will provide copies of all reports to the RHRA.

NO INTERFERENCE WITH THE RECEIVER

13. THIS COURT ORDERS that, with the exception of the RHRA acting pursuant to its regulatory authority, no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtors, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

14. THIS COURT ORDERS that all Persons having oral or written agreements with the Debtors or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtors are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the Debtors' current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtors or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court. Should any such service provider attempt to discontinue its services, the Receiver shall forthwith notify the RHRA of such attempt.

15. THIS COURT ORDERS that, without limiting the generality of the foregoing, no insurer providing insurance to the Debtor or its directors or officers shall terminate or fail to renew such insurance on the existing terms thereof provided that such insurer is paid any premiums, as would be paid in the normal course, in connection with the continuation or renewal of such insurance at current prices, subject to reasonable annual increases in the ordinary course with respect to such premiums.

RECEIVER TO HOLD FUNDS

16. THIS COURT ORDERS that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "Post Receivership Accounts") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

EMPLOYEES

17. THIS COURT ORDERS that all employees of the Debtors shall remain the employees of the Debtors until such time as the Receiver, on the Debtors' behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

PIPEDA

18. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for

the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "Sale"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtors, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

19. THIS COURT ORDERS that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "Possession") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the "Environmental Legislation"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER'S LIABILITY

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

RECEIVER'S ACCOUNTS

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

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

23. THIS COURT ORDERS that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

24. THIS COURT ORDERS that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$200,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "Receiver's Borrowings Charge") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

25. THIS COURT ORDERS that neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

26. THIS COURT ORDERS that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "Receiver's Certificates") for any amount borrowed by it pursuant to this Order.

27. THIS COURT ORDERS that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

SERVICE AND NOTICE

28. THIS COURT ORDERS that the E-Service Protocol of the Commercial List (the "Protocol") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice->

directions/toronto/e-service-protocol/) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL 'https://mnpdebt.ca/Hamiltonretirementhomes'.

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

GENERAL

30. THIS COURT ORDERS that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

31. THIS COURT ORDERS that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtors.

32. THIS COURT ORDERS that the Receiver may, for any reason, apply for a discharge Order upon providing seven (7) days' notice to the Applicant, the RHRA and to those parties who have filed a Notice of Appearance and after passing its accounts in accordance with paragraph 21 hereof.

33. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms

of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

34. THIS COURT ORDERS that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

35. THIS COURT ORDERS that the Plaintiff shall have its costs of this motion, up to and including entry and service of this Order, provided for by the terms of the Plaintiff's security or, if not so provided by the Plaintiff's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtors' estate with such priority and at such time as this Court may determine.

36. THIS COURT ORDERS that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

"Justice M. D. Parayeski"

SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that MNP Ltd., the receiver (the "Receiver") of the assets, undertakings and properties Dundas Retirement Place Inc., Maple Retirement homes Inc. and 1059244 Ontario Inc. acquired for, or used in relation to a business carried on by the Debtors, including all proceeds thereof (collectively, the "Property") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated the ___ day of _____, 20__ (the "Order") made in an action having Court file number __-CL-_____, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$ _____, being part of the total principal sum of \$ _____ which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the _____ day of each month] after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of Bank of _____ from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.

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5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the ____ day of _____, 20__.

MNP Ltd., solely in its capacity
as Receiver of the Property, and not in its
personal capacity

Per: _____

Name:

Title:

BUDUCHNIST CREDIT UNION LIMITED
Applicant

-and- DUNDAS RETIREMENT PLACE INC. et al.
Respondents

Court File No. CV-20-74570

**ONTARIO
SUPERIOR COURT OF JUSTICE
PROCEEDING COMMENCED AT
HAMILTON**

ORDER

KEYSER MASON BALL, LLP
Three Robert Speck Parkway
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Lawyers for the Applicant
BUDUCHNIST CREDIT UNION LIMITED

RCP-E 4C (May 1, 2016)

TAB 2B

APPENDIX "B"

Court File No.: CV-20-74570

Commercial List Court File No.: _____

ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY & INSOLVENCY)
[COMMERCIAL LIST]

THE HONOURABLE	)	TUESDAY, THE 23 rd DAY
)	
JUSTICE HAINEY	)	OF MARCH, 2021

BUDUCHNIST CREDIT UNION LIMITED

Applicant

- and -

**DUNDAS RETIREMENT PLACE INC., MAPLE RETIREMENT HOMES INC. and
1059244 ONTARIO INC.**

Respondents

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

ORDER
(Administrative Relief)

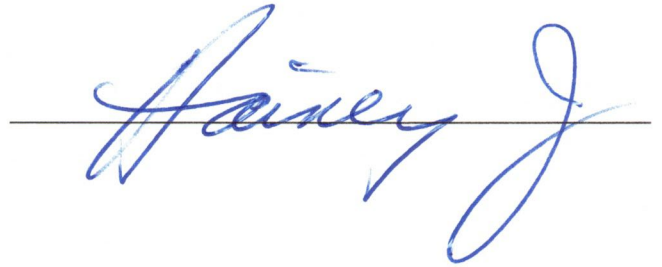
THIS MOTION made by MNP Ltd., in its capacity as Court-appointed receiver (the “Receiver”), without security, of all of the assets, undertakings and properties of Dundas Retirement Place Inc., Maple Retirement homes Inc. and 1059244 Ontario Inc. (collectively, the “Debtors”) acquired for, or used in relation to a business carried on by the Debtors for, *inter alia*,

approval of a proposed marketing and sale process for the assets, undertakings and properties of the Debtors; approval of the first report of the Receiver, as well as the fees and disbursements of the Receiver and its counsel; and, sealing the confidential appendices to the Receiver's first report was heard this day by "ZOOM" videoconference this day at 330 University Avenue, Toronto, Ontario.

ON READING the First Report of the Receiver dated March 12, 2021 (the "First Report") and on hearing counsel for the Receiver and counsel to such other parties as reflected in the counsel slip, no one else appearing although served as evidenced by the affidavits of Thomas Lambert and Diana Carrano, each sworn March 16, 2021, filed:

1. **THIS COURT ORDERS** that that the time for service and filing of the moving party's motion record is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.
2. **THIS COURT ORDERS** that the activities of the Receiver, as well as the Receiver's interim statement of receipts and disbursements attached as Appendix "C" thereto, are hereby approved.
3. **THIS COURT ORDERS** that the fees and disbursements of the Receiver and its counsel, Loopstra Nixon LLP, as set out in the fee affidavits attached to the First Report as Appendix "D" and Appendix "E", respectively, are hereby approved.
4. **THIS COURT ORDERS** that Confidential Appendices "1", "2" and "3", as set out in the First Report and filed separately with the Court be and are hereby sealed pending the conclusion of a transaction for the sale of the assets of the Debtors or further order of the Court.

5. **THIS COURT ORDERS** that this Order is effective from today's date and is not required to be entered.

A handwritten signature in blue ink is written over a horizontal line. The signature is cursive and appears to read "Aimee J".

BUDCHNIST CREDIT UNION LIMITED v. DUNDAS RETIREMENT PLACE INC., et al.

Applicant

Respondents

Court File No.: CV-20-74570

Commercial List File No.: _____

**ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY & INSOLVENCY)
[COMMERCIAL LIST]**

Proceedings commenced at Hamilton

**ORDER
(Re: Administrative Order)**

LOOPSTRA NIXON LLP
135 Queens Plate Drive – Suite 600
Toronto, ON M9W 6V7

R. Graham Phoenix
Tel: (416) 748-4776
Fax: (416) 746-8319
Email: gphoenix@loomix.com

Lawyers for the Receiver

Court File No.: CV-20-74570

Commercial List Court File No.: _____

ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY & INSOLVENCY)
[COMMERCIAL LIST]

THE HONOURABLE	)	TUESDAY, THE 23 rd DAY
)	
JUSTICE HAINEY	)	OF MARCH, 2021

BUDUCHNIST CREDIT UNION LIMITED

Applicant

- and -

DUNDAS RETIREMENT PLACE INC., MAPLE RETIREMENT HOMES INC.
and 1059244 ONTARIO INC.

Respondents

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

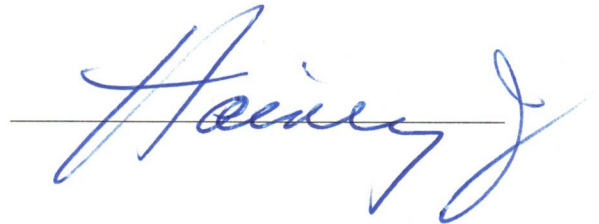
ORDER

THIS MOTION is made by MNP LTD., in its capacity as court-appointed receiver and manager (in either capacity, the “**Receiver**”) without security, of all of the assets, undertakings and properties of Dundas Retirement Place Inc., Maple Retirement Homes Inc. and 1059244 Ontario Inc. (collectively, the “**Respondents**”) acquired for, or used in relation to a business carried on by the Debtors, for an Order transferring this proceeding (the “**Receivership Proceeding**”) from the Hamilton Ontario Superior Court of Justice to the Toronto Superior Court

of Justice (Commercial List) was heard this day by “ZOOM” videoconference at 330 University Avenue, Toronto, Ontario.

ON READING the First Report of the Receiver dated March 12, 2021 (the “**First Report**”) and on hearing counsel for the Receiver and counsel to such other parties as reflected in the counsel slip, no one else appearing although served as evidenced by the affidavits of Thomas Lambert and Diana Carrano, each sworn March 16, 2021, filed:

1. **THIS COURT ORDERS** that the within proceedings be and are hereby directed to be listed on, and to be heard by a Judge presiding over, the Commercial List.
2. **THIS COURT ORDERS** that all further materials in the Receivership Proceeding shall be filed with the Commercial List only save and except for a Requisition to affect the physical transference of the Court file to the Commercial List, which **THIS COURT ORDERS AND DIRECTS** the Receiver to file forthwith with the Hamilton Superior Court of Justice.
3. **THIS COURT ORDERS** that this Order is effective from today’s date and is not required to be entered.

A handwritten signature in blue ink, appearing to read "Haining J", is written over a horizontal line. The signature is cursive and extends to the right of the line.

Court File No.: CV-20-74570

Commercial List File No.: _____

**ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY & INSOLVENCY)
[COMMERCIAL LIST]**

Proceedings commenced at Hamilton

**ORDER
(Re: Transfer to Commercial List)**

LOOPSTRA NIXON LLP
135 Queens Plate Drive – Suite 600
Toronto, ON M9W 6V7

R. Graham Phoenix
Tel: (416) 748-4776
Fax: (416) 746-8319
Email: gphoenix@loonix.com

Lawyers for the Receiver

BUNDACHNIST CREDIT
UNION

v.

DUNDAS RETIREMENT PLAN
et al.

① Order to go on the terms
of the attached.

Hainey J.

March 24, 2021

TAB 2C

APPENDIX "C"

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT dated as of the 20th day of April 2021.

BETWEEN:

**MNP LTD., SOLELY IN ITS CAPACITY AS THE COURT-
APPOINTED RECEIVER OF ALL OF THE ASSETS,
UNDERTAKINGS AND PROPERTIES OF DUNDAS
RETIREMENT PLACE INC., MAPLE RETIREMENT
HOMES INC. and 1059244 ONTARIO INC.
AND NOT IN ITS PERSONAL OR CORPORATE CAPACITY**

(the “Vendor” or the “Receiver”)

- and -

LP HAMILTON HOLDINGS INC.

(the “Purchaser”)

WHEREAS the Vendor was appointed as Receiver of the Purchased Assets (*as defined below*) pursuant to the order of the Honourable Mr. Justice Parayeski dated December 23, 2020 (the “**Receivership Order**”) for the purpose of, amongst other things, authorizing the Receiver to sell the Purchased Assets upon the terms and subject to the conditions set out herein.

AND WHEREAS the Purchaser offers to purchase the Purchased Assets from the Vendor upon the terms and subject to the conditions hereof, subject to the terms of this Agreement and approval by the Court of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each of the Parties), the Parties agree as follows:

ARTICLE 1
INTERPRETATION

1.01 Definitions

In this Agreement, including the recitals and Schedules to this Agreement, unless something in the subject matter or context is inconsistent therewith:

- (a) “**Accounts**” means all accounts and other amounts due, owing or accruing due to the Owners, including all accounts receivable and municipal tax refunds, as at the Closing Time.
- (b) “**Adjustments**” means the adjustments to the Purchase Price provided for and determined pursuant to Section 2.06.

- (c) **“Agreement”** means this agreement and all amendments made to this agreement by written agreement between the Parties.
- (d) **“Approval and Vesting Order”** means an Order of the Court substantially in the form of the draft order attached as Schedule “C” hereto.
- (e) **“Assumed Contracts”** has the meaning set out in Section 3.05.
- (f) **“Books and Records”** means all personnel records, inspection records and other records, books and accounting records, documents and databases relating to the operation of the Business as are in the possession or under the control of the Vendor.
- (g) **“Business”** means the business carried on by the Owners which primarily involves the operating of three (3) retirement residences in the Hamilton area (collectively, the **“Homes”**).
- (h) **“Business Day”** means a day other than a Saturday, Sunday or statutory holiday in the Province of Ontario.
- (i) **“Cash”** means any cash or cash equivalent on hand or in any bank account at the Closing Date.
- (j) **“Chattels”** means any equipment, furniture, machinery, plant, apparatus and fittings, inventory, supplies and other chattels located on the Lands, if any, which are owned by the Owners and, in each case, are used exclusively in the maintenance, repair, management and operation of the Lands and buildings situate thereon.
- (k) **“Closing”** means the completion of the purchase and sale of the Purchased Assets contemplated by Article 5 of this Agreement.
- (l) **“Closing Date”** means the tenth (10th) Business Day following the issuance RHRA Approval or such other time as the Parties may agree.
- (m) **“Closing Time”** means 5:00 p.m. (Eastern Time) on the Closing Date.
- (n) **“Contracts”** means all contracts, licenses, permits, approvals, leases, other than the Residency Agreements and the Leases, and agreements which were entered into by or on behalf of the Owners with third parties for the development, maintenance, management, operation, cleaning, security, fire protection or servicing of the Lands (including, without limitation, any contracts regarding the supply of utilities to the Lands) and all contracts for the lease of equipment and all contracts for the supply or sale of any service or product and also includes any chose in action.
- (o) **“Court”** means the Ontario Superior Court of Justice (Commercial List).
- (p) **“Deposit”** has the meaning set out in Section 2.03.

- (q) “**Employee**” means an individual who was formerly employed or engaged by the Owners or an Owner or, immediately prior to the Closing Time is employed or engaged by the Owners in connection with the Business, and “**Employees**” means every Employee.
- (r) “**Employee Liabilities**” means any and all Liabilities (whether by statute, contract, common law or otherwise) owed to any of the Employees, or otherwise arising out of, or resulting from, the relationship between the Owners (or any predecessor of the Owners) and any of the Employees, including any Liability arising as a result of such party being deemed to be a successor employer, related employer or otherwise responsible or liable for payment of any amounts owing to, on behalf of, or in respect of, any of the Employees (including, but not limited to, the Transferred Employees), whether pursuant to the *Employment Standards Act* (Ontario), the *Pay Equity Act* (Ontario) or the *Workplace Safety and Insurance Act, 1997* (Ontario). Without limiting the foregoing, Employee Liabilities shall include:
- (i) all salaries, wages, bonuses, commissions, vacation pay, public holiday pay and other compensation relating to the employment of the Employees (including accrued but unpaid vacation pay and any retroactive pay) and all Liabilities under employee benefit plans relating to employment of the Employees; and
 - (ii) all termination pay, severance pay, damages in lieu of reasonable notice and other related Liabilities (under statute, contract, common law or otherwise) in respect of the termination and/or severance of employment of the Employee.
- (s) “**Encumbrance**” means any encumbrance, lien, charge, hypothec, mortgage, pledge, title retention agreement, security interest, reservation of title, easement, right of occupation, option to buy, pre-emptive right to buy, right of first refusal or first offer, transfer restriction or any agreement to create any of the foregoing.
- (t) “**Excluded Assets**” means the following assets, property, rights and interests of the Owners relating to the Business:
- (i) all Accounts;
 - (ii) all Cash;
 - (iii) the Rejected Contracts; and
 - (iv) all the corporate, financial and other records of the Vendor and the Owners not pertaining to the operation of the Business.
- (u) “**Execution Date**” means the date upon which this Agreement has been executed and accepted by the Vendor.

- (v) “**Existing Contracts**” means all contracts, agreements, orders, commitments, supply contracts and other engagements by or with third parties existing on the Execution Date which relate to the Business, excluding the Leases.
- (w) “**Gill Group**” means Dapinderjeet Gill, Darshan Gill, Amneet Gill, Jasper Properties Inc. and Manjinder Jagdev, which parties hold mortgage security registered on title to certain of the Purchased Property.
- (x) “**Hamilton**” means the City of Hamilton, Ontario.
- (y) “**Hamilton Approval**” means, as may be necessary, a decision on the part of Hamilton, together with all necessity documentation in support thereof, approving or authorizing the Purchaser to operate as a retirement home out of the Purchased Property.
- (z) “**HST Legislation**” has the meaning set out in Section 2.07.
- (aa) “**Interim Period**” means the period of time commencing on the date the Purchaser delivers an executed copy of this Agreement to the Vendor, up to and including the Closing Date.
- (bb) “**Lands**” means the lands and buildings municipally located at 33 Main Street, Dundas, Ontario, 1605 Main Street East, Hamilton, Ontario and 19 Aikman Avenue, Hamilton, Ontario and legally described at Schedule “A”.
- (cc) “**Leases**” means, collectively, all offers to lease, agreements to lease, leases, lease amendments, renewal or extension agreements, subleases and other rights or licenses granted by or on behalf of the Owners or the Vendor or their respective predecessors in title to possess or occupy the Lands or any part or parts thereof as of the date hereof, together with all security, guarantees and indemnities of the tenants’ obligations thereunder, in each case as amended, renewed or otherwise varied, particulars of which are set forth in Schedule “B” hereto, and all material correspondence or other agreements related thereto and “**Lease**” means any one of the Leases;
- (dd) “**Liability**” means any debt, loss, damage, adverse claim, fines, penalties, liability or obligation (whether direct or indirect, known or unknown, asserted or unasserted, absolute or contingent, accrued or unaccrued, matured or unmatured, determined or determinable, disputed or undisputed, liquidated or unliquidated, or due or to become due, and whether in or under statute, contract, tort, strict liability or otherwise), and includes all costs and expenses relating thereto (including all fees, disbursements and expenses of legal counsel, experts, engineers and consultants and costs of investigation) (collectively, “**Liabilities**”).
- (ee) “**Life Care**” means Life Care Medical Pharmacy Ltd., which holds mortgage security registered on title to certain of the Purchased Property.

- (ff) “**Owners**” means, collectively, DUNDAS RETIREMENT PLACE INC., MAPLE RETIREMENT HOMES INC. and 1059244 ONTARIO INC.; and, each, an “**Owner**”;
- (gg) “**Parties**” means the Purchaser and the Vendor;
- (hh) “**Permitted Assignee**” means a company to be incorporated by the Purchaser for the object of acquiring the Purchased Assets.
- (ii) “**Person**” means and includes any individual, corporation, partnership, firm, joint venture, syndicate, association, trust, government, governmental agency or board or commission or authority, and any other form of entity or organization.
- (jj) “**Personal Property**” means all tangible personal property of the Owners located on the Lands (e.g., inventory, food stores, medical equipment, etc.) but for greater certainty does not include the Excluded Assets;
- (kk) “**Purchased Assets**” means, the Owners’ interest, if any, in and to (a) the Purchased Property; (b) the Residency Agreements; (c) the Leases; (d) the Chattels; (e) the Personal Property; (f) the Books and Records; and (g) the Assumed Contracts (if any), but for greater certainty does not include the Excluded Assets.
- (ll) “**Purchase Documents**” means, collectively, this Agreement and all other agreements executed and delivered by one or both of the Parties at the Closing.
- (mm) “**Purchase Price**” has the meaning set out in Section 2.02.
- (nn) “**Purchased Property**” means the Lands which are more particularly described in Schedule “A” hereto.
- (oo) “**Rejected Contracts**” means those Existing Contracts which the Purchaser does not wish to assume on Closing.
- (pp) “**RHRA**” means the Retirement Homes Regulatory Authority.
- (qq) “**RHRA Approval**” means a decision on the part of the RHRA, with or without conditions, together with all necessary documentation in support thereof, approving or granting a licence to the Purchaser to operate a retirement home out of the one or more or more of the real property locations forming the Purchased Property.
- (rr) “**Residency Agreements**” means, collectively, all residency agreements or offers of residency agreements between the Owners and a Resident, and any and all amendments, renewals or extensions thereto, particulars of which are set forth in Schedule “B” hereto, and all material correspondence or other agreements related thereto and “**Residency Agreement**” means any one of the Residency Agreements.

- (ss) “**Resident**” means any Person who is resident of any of the Owners’ facilities located on the Purchased Property pursuant to a Residency Agreement; and “**Residents**” means all such Persons.
- (tt) “**Resident Trust Fund**” means all money held by the Vendor on behalf of the Residents.
- (uu) “**Sunset Date**” means July 7, 2021.
- (vv) “**Tenants**” means all Persons, other than the Residents, having a right to occupy any rentable area of the Lands pursuant to a Lease; and “**Tenant**” means any one of such Tenants.
- (ww) “**Transferred Employees**” means Employees, if any, who have accepted an offer of employment from the Purchaser as of the Closing.

1.02 Headings

The division of this Agreement into Articles and Sections and the insertion of headings are for convenience of reference only and will not affect the construction or interpretation of this Agreement. The terms “**herein**”, “**hereof**”, “**hereunder**”, “**hereto**” and similar expressions refer to this Agreement and not to any particular Article, Section or other portion of this Agreement. Unless something in the subject matter or context is inconsistent therewith, references in this Agreement to Articles and Sections are to Articles and Sections of this Agreement.

1.03 Extended Meanings

In this Agreement, words importing the singular number only will include the plural and vice versa, words importing the masculine gender will include the feminine and neuter genders and vice versa, and words importing persons will include individuals, partnerships, limited partnerships, associations, trusts, unincorporated organizations, governments, governmental authorities, companies and corporations. The term “**including**” means “including, without limiting the generality of the foregoing,” and the term “**include**” has a corresponding meaning.

1.04 Statutory References

In this Agreement, unless something in the subject matter or context is inconsistent therewith, a reference to any statute is to that statute as now enacted or as the same may from time to time be amended, re-enacted or replaced and includes any regulations made thereunder.

1.05 Vendor’s Capacity

The Vendor is acting solely in its capacity as the Court-appointed Receiver of all property, assets and undertakings of the Owners and shall have no personal or corporate liability under this Agreement. Any claim against the Vendor shall be limited to, and only enforceable against the property and assets then held by or available to the Vendor in its capacity as Receiver and shall not apply to the Vendor’s personal property and assets held by it in any other capacity. The Vendor

shall have no personal or corporate liability of any kind, whether in equity, contract, tort or otherwise.

1.06 Schedules

The following schedules are attached to this Agreement and incorporated by reference and deemed to be part of this Agreement:

Schedule "A" – Legal Description of Purchased Property

Schedule "B" – Residency Agreements, Leases & Assumed Contracts

Schedule "C" – Form of Approval and Vesting Order

ARTICLE 2 PURCHASE AND SALE OF PURCHASED ASSETS

2.01 Purchase and Sale of Purchased Assets

Upon and subject to the provisions hereof, the Vendor agrees to sell the Purchased Assets to the Purchaser, and the Purchaser agrees to purchase the Purchased Assets from the Vendor, at the Closing Time.

2.01A Option to Exclude Assets up to Closing

Except as otherwise expressly set out herein, the Purchaser may, at its option, exclude any of the Purchased Assets, save and except for the Residency Agreements which must be assumed hereunder, from the transaction contemplated hereby at any time up to five (5) business days prior to Closing by delivering to the Vendor written notice of the same, whereupon such asset(s) shall be deemed to form part of the Excluded Assets, provided, however, that there shall be no reduction in the Purchase Price as a result of such exclusion.

For greater certainty, the foregoing does not empower the Purchaser to request that any interest be "vested off" title to any of the Purchased Assets after the Approval and Vesting Order has issued.

2.02 Purchase Price for Purchased Assets

The purchase price payable by the Purchaser to the Vendor for the Purchased Assets shall be the sum of [REDACTED] (the "**Purchase Price**").

The Purchaser shall have the right to allocate the Purchase Price between the Real Properties by written notice to the Vendor at least (2) business days prior to the Closing Date.

2.03 Payment of Purchase Price

The Purchase Price shall be paid by the Purchaser to the Vendor as follows:

- (a) subject to Section 4, a non-refundable deposit in the amount of [REDACTED] (the "Deposit") by wire transfer to an account specified by the Vendor within twenty-four (24) hours of the execution of this Agreement by the Purchaser, which amount shall be held by the Vendor in a non-interest bearing account; and
- (b) the balance of the Purchase Price by wire transfer to an account specified by the Vendor at or before the Closing Time.

For clarity, the Deposit payable by the Purchaser shall be retained by the Vendor whether or not the transaction contemplated by this Agreement is completed or this Agreement is terminated by either party, regardless of the reasons for such failure to complete the transaction or the termination of this Agreement, save and except for (i) the non-fulfillment of the condition contained in Section 6.01(a) [Approval and Vesting Order]; (ii) the Purchaser elects to terminate this Agreement under Section 6.01(b); (iii) the non-fulfillment of the condition contained in Section 6.02 [RHRA Approval]; (iv) the non-fulfillment of the condition contained in Section 6.02; or (v) the Vendor or Purchaser elects to, and is entitled to, terminate this Agreement pursuant to Section 6.03.

2.04 Assumed Obligations

At the Closing Time, the Purchaser shall also assume and be liable for the following (collectively, the "Assumed Obligations"):

- (a) the Owners' Liabilities under the Assumed Contracts;
- (b) all Liabilities and claims arising or accruing from the use of the Purchased Assets from and after the Closing;
- (c) all Employee Liabilities in respect of any of the Transferred Employees, if any, in each case in respect of the period commencing at the Closing Time; and
- (d) all Taxes arising or accruing from and after the Closing from the use of the Purchased Assets, including, without limitation, HST to be collected and remitted to Canada Revenue Agency when due.

2.05 Excluded Liabilities

Except as otherwise set out herein, the Purchaser is not assuming, and shall not be deemed to have assumed, any Liabilities of the Owners (collectively, the "Excluded Liabilities"), which Excluded Liabilities include, but are not limited to, the following:

- (a) all Liabilities and claims arising or accruing from the use of the Purchased Assets prior to the Closing (other than under the Assumed Contracts); and
- (b) all Employee Liabilities that arise out of or result from the employment or engagement by the Owners of any of the Employees (other than Transferred Employees)

(unless otherwise imposed by law) and/or the termination or severance of such engagement or employment (collectively, "**Non-Transferred Employee Liabilities**"),

provided that notwithstanding Subsection 2.05(b) hereof, it is specifically acknowledged and agreed that nothing herein shall stand as or be interpreted to be an representation, warranty, condition or covenant on the part of the Receiver that the Purchaser may not be pursued or found liable for any Non-Transferred Employee Liabilities nor any promise or obligation on the part of the Receiver to indemnify or defend the Purchaser from, against or for any Non-Transferred Employee Liabilities or any liability, cost or claim relating thereto.

2.06 Adjustments

Adjustments shall be made as of the Closing Date on an accrual basis. The Vendor shall be responsible for all expenses and entitled to all revenue accrued from the Purchased Assets up to the Closing Date and thereafter the Purchaser shall be responsible for all expenses and shall be entitled to all revenue accruing from the Purchased Assets.

Adjustments shall include all realty taxes, current rents including additional rent, prepaid rents or prepaid revenue and interest thereon (if any), and interest thereon (if any), and common area cost recoveries from Tenants, and other adjustments established by the usual practice in the Province of Ontario for the purchase and sale of commercial property. The provisions of this Section 2.06 shall survive Closing.

2.07 Harmonized Sales Tax

The Purchase Price excludes HST. The Purchaser agrees and confirms that the Purchaser will be, at the time of Closing, a registrant under Part 9 of the *Excise Tax Act* (Canada) (the "**HST Legislation**"). The Vendor and Purchaser acknowledge that the purchase by the Purchaser of the Purchased Property is governed by the provisions of Section 221(2)(b) and 228(4)(a) of the HST Legislation. Accordingly, the Vendor has no obligation to collect HST on the Purchase Price and the Purchaser shall self-assess the HST owing in respect of the transaction of the purchase and sale contemplated by this Agreement. The Purchaser will indemnify and save harmless the Vendor in respect of any amounts, demands or claims owing or which may become owing in respect of any HST exigible on the completion of this transaction.

The Purchaser shall pay, upon the completion of the transaction contemplated by this Agreement, in addition to the Purchase Price, all applicable federal and provincial taxes exigible in connection with the Purchased Assets (collectively, "**Exigible Taxes**"). The Purchaser will indemnify and save harmless the Vendor in respect of any amounts, demands or claims owing or which may become owing in respect of any Exigible Taxes on the completion of this transaction. If requested by the Purchaser, and as applicable, the Vendor agrees to execute an election (the "**ETA Election**") pursuant to Section 167(1) of the ETA to have the sale of the Purchased Assets take place without the requirement for the collection or remittance of harmonized sales tax to the extent possible. The Purchaser agrees to file such election in accordance with the provisions of the ETA and will provide the Vendor with its undertaking to do so.

2.08 Land Transfer Tax

The Purchaser shall pay all applicable land transfer tax upon the registration of the Approval and Vesting Order in respect of the Purchased Property. Accordingly, the Vendor has and shall have no obligation or liability in respect of land transfer tax. The Purchaser will indemnify and save harmless the Vendor in respect of any amounts, demands or claims owing or which may become owing in respect of any land transfer tax exigible, assessed, in respect of, or arising out of the completion of this transaction.

ARTICLE 3 ADDITIONAL BUSINESS TERMS

3.01 Risk of Loss

The Purchased Assets shall remain at the risk of the Vendor until the Closing and after Closing, the Purchased Assets shall be at the risk of the Purchaser.

3.02 Continued Operation

From and after the date hereof through the Closing, the Vendor shall use commercially reasonable efforts to conduct the Business of the Owners in the ordinary course, subject in all cases to any restrictions or limitations, whether expressed, implied or out of necessity, imposed by the Vendor's duties and obligations as Court-appointed receiver, RHRA, the City of Hamilton, any applicable law or regulation or order of a governmental authority, and any Court order.

3.03 Interim Access

Subject in all cases to prevailing laws and regulations concerning, and governmental or medical advice and direction in respect of, COVID-19 precautions, procedures and management, during the Interim Period and subject to the other terms herein, the Purchaser shall have reasonable access to the Purchased Assets during normal business hours and at such other times as agreed to by the Vendor to, among other things, conduct such inspections of the Purchased Assets as it deems appropriate. Such inspection shall only be conducted in the presence of a representative of the Vendor. The Purchaser shall not be provided with access to any of the foregoing to the extent that such access would violate or conflict with:

- (a) any law, regulation or order of any governmental authority to which the Vendor or any of the Purchased Assets is subject; or
- (b) any agreement, instrument or understanding by which the Vendor are bound.

The Purchaser hereby agrees indemnify and hold harmless the Vendor from and against all claims, demands, losses, damages, actions and costs incurred or arising from or in any way related to the inspection of the Purchased Assets by the Purchaser or attendance by the Purchaser at the Lands,

save and except for any claims, demands, losses, damages, actions and costs incurred or resulting from the gross negligence or wilful misconduct of the Vendor.

3.04 Insurance

The Purchaser shall arrange its own insurance in respect of the Purchased Assets on Closing and the Vendor shall not assign any insurance policies to the Purchaser.

3.05 Assumed Contracts

During the Interim Period and at least five (5) Business Days prior to the Closing Date, the Purchaser shall provide written notice to the Vendor setting out those contracts which the Purchaser has elected to assume on Closing (the “**Assumed Contracts**”), and such notice shall be deemed to be a provision contained in this Agreement. The Vendor shall terminate all Rejected Contracts on or before Closing.

For the purposes of this Agreement, the Assumed Contracts shall be deemed to include the following:

- (a) the debt and security agreements underlying the charges and registrations in favour of the Gill Group registered on title to certain of the Purchased Property; and
- (b) the debt and security agreements underlying the charge and registrations in favour of the Life Care registered on title to the property to certain of the Purchased Property,

which debt and security agreement may not be excluded by the Purchaser.

On Closing, the Purchaser shall assume all Assumed Contracts. The Assumed Contracts shall be assigned to the Purchaser on Closing pursuant to an assignment of contracts. In the event an assignment of contract(s) requires third party consent, the Vendor shall use commercially reasonable efforts to obtain such consent prior to Closing.

3.06 Employees

The Purchaser may, in its sole discretion, offer new employment, conditional upon Closing and effective as of the Effective Time, to such of the Employees as determined by the Purchaser, in its sole discretion, on terms and conditions substantially similar to their respective terms and conditions of employment with the Vendor existing as of the Closing Date.

Immediately following the execution of this Agreement, the Vendor will provide access to and undertake all reasonable efforts to make available to the Purchaser all individuals who are then Employees of the Owners for the purpose of permitting the Purchaser to conduct interviews and/or to offer to employ or otherwise engage any of these Employees after the Effective Time on terms substantially similar to their respective terms and conditions of employment with the Owners existing as of the Closing Date, determines, but any such offer to employ or any expression of interest shall be made subject to (a) confidentiality; (b) the issuance of the Approval and Vesting Order; and, (c) Closing.

The Purchaser shall provide the Vendor with a final listing two (2) Business Days before Closing, indicating:

- (a) those Employees to whom offers of employment or expressions of interest have been made; and
- (b) those Employees who have accepted any such offer.

Regardless of the foregoing, all Employees of the Owners shall be terminated, effective immediately prior to Closing.

The Purchaser acknowledges and agrees that the Vendor makes no representation nor warranty as to the application of any employment laws and whether or not any employee of the Owners may or may not assert a claim (successful or not) as against the Purchaser under any such laws.

3.07 Confidentiality; Personal Information; Personal Health Information

The Purchaser acknowledges and agrees that, as part of this transaction, it will be acquiring access to and custody of personal information and personal health information in respect of Employees, Residents and, possibly, other Persons. The Purchaser hereby undertakes and agrees to, both before and after Closing, maintain the confidentiality of such information and to administer the same in strict compliance with all laws and regulations governing the same.

3.08 Application for Approvals

Upon the granting of the Approval and Vesting Order, the Purchaser shall immediately make applications to (a) RHRA for the RHRA Approval and (b) Hamilton for the Hamilton Approval. Over the course such applications, the Purchaser shall act diligently and in good faith to successfully obtain the requisite approvals on an expedited basis, so as to facilitate the Closing of the transaction contemplated hereby as quickly as practicable. The Vendor undertakes to assist the Purchaser with such applications, provided that the Vendor shall not be obligated to fund or incur any expenses in connection therewith, all of which is for the Purchaser's account.

ARTICLE 4 **REPRESENTATIONS AND WARRANTIES**

4.01 Vendor's Representations

The Vendor represents to and in favour of the Purchaser that, subject to the issuance by the Court of the Approval and Vesting Order, each of the following statements is on the date of this Agreement, and will at the Closing Time be, true and correct:

- (a) the Vendor has good and sufficient power, authority and right to enter into this Agreement and each of the other Purchase Documents to be entered into by it and to complete the transactions to be completed by it hereunder and thereunder;
- (b) the Vendor has the right to sell the Purchased Assets in accordance with the provisions of this Agreement and has not sold or otherwise disposed or agreed to sell or otherwise dispose of any of the Purchased Assets and has not mortgaged, charged or encumbered any of the Purchased Assets; and

- (c) the Vendor and the Owners are not now and will not on Closing be non-residents of Canada within the meaning of Section 116 of the Income Tax Act (and the Vendor shall deliver to the Purchaser at the Closing Time a statutory declaration confirming the foregoing).

4.02 Purchaser's Representations

The Purchaser, and in the event of an assignment by the Purchaser to the Permitted Assignee, the Permitted Assignee shall represent to and in favour of the Vendor that each of the following statements is, and will at the Closing Time be, true and correct:

- (a) the Purchaser or Permitted Assignee is a corporation duly incorporated and subsisting under the law of Ontario; and
- (b) the Purchaser or Permitted Assignee has good and sufficient corporate power and corporate authority to enter into this Agreement and each of the other Purchase Documents to be entered into by it and to complete the transactions to be completed by it hereunder and thereunder;
- (c) the Purchaser is not a party to, bound or affected by or subject to any indenture, agreement, instrument, charter or by-law provision, order, judgment or decree which would be violated, contravened or breached by the execution and delivery by it of this Agreement or the performance by it of any of the terms contained in this Agreement; and
- (d) the Purchaser is not a non-Canadian person as defined in the *Investment Canada Act*.

4.03 Acquisition on an "As Is, Where Is" Basis

The Purchaser acknowledges and agrees that the Receiver is selling and the Purchaser is purchasing the Purchased Property and the Purchased Assets on an "*as is, where is*" and "*without recourse*" basis as the Purchased Property and the Purchased Assets shall exist on the Closing Date, including, without limitation, whatever defects, conditions, impediments, hazardous materials or deficiencies exist at Closing, whether patent or latent. Notwithstanding any other provision of this Agreement (except as set out in Section 4.01 hereof) or any of the other document or communication exchanged by the Parties, no representations, warranties or conditions, express, implied, imposed by statute or otherwise, are made by the Vendor or Owners with respect to the title, physical characteristics, use, zoning, existence of latent defects, maintenance, repair or condition (including environmental) of the Purchased Property or any of the other Purchased Assets or any other matter. The Purchaser acknowledges and agrees that (i) the description of the Purchased Property and the Purchased Assets contained in this Agreement, and in any other document or communication exchanged by the Parties is for the purpose of identification only and no representation, warranty or condition has or will be given by the Receiver concerning the accuracy of such description; and, that (ii) the Purchaser has conducted such inspections of the description of, use and zoning of, condition of and title to the Purchased Property and the Purchased Assets as it deemed appropriate and has satisfied itself with regard to all such matters. The Parties further acknowledge and agree that it is the express intention of the Vendor and the

Purchaser that the Purchased Property and the Purchased Assets shall be transferred to the Purchaser in their condition at Closing Time and state of repair “as is” and “where is”, with all faults, and that the Vendor shall have no obligation to deliver possession of the Purchased Property and the Purchased Assets in any manner and that, at the Closing Time, the Purchaser shall take possession of the Purchased Property and the Purchased Assets wherever situated. Without limitation to the foregoing, the Parties acknowledge and agree that any and all representations, warranties and conditions, express or implied, pursuant to the *Sale of Goods Act* (Ontario) do not apply to the transactions contemplated hereby and/or have been waived by the Purchaser.

ARTICLE 5

CLOSING ARRANGEMENTS

5.01 Closing

- (a) The Closing will be completed at the Closing Time and shall take place at 1:00 pm (Eastern) on the Closing Date at the offices of the Vendor’s Solicitors or such other date, place and time as the Parties may agree in writing (including virtually by way of the electronic transfer of documents).
- (b) Any tender of documents or money under this Agreement may be made upon the Parties or their respective lawyers.
- (c) The Vendor covenants to execute, where applicable, and deliver the following to the Purchaser at or before the Closing Time:
 - (i) a copy of the issued and entered Receivership Order;
 - (ii) a copy of the issued and entered Approval and Vesting Order;
 - (iii) a statement of adjustments in accordance with Section 2.06 hereof;
 - (iv) an undertaking to readjust for the adjustments set out in Section 2.06 hereof;
 - (v) an assignment and assumption of all Residency Agreements (to the extent assignable) relating to the period from and after the Closing Date, together with copies of all such agreements in the Vendor’s possession;
 - (vi) an assignment and assumption of all Leases (to the extent assignable) relating to the period from and after the Closing Date;
 - (vii) an assignment and assumption of Assumed Contracts (to the extent assignable);
 - (viii) a certificate, dated as of the Closing Date, certifying:
 - i. that, except as disclosed in such certificate, the Vendor has not been served with any notice of appeal with respect to the Receivership Order or the Approval and Vesting Order, or any

notice of any application, motion or proceedings seeking to set aside or vary the Approval and Vesting Order or enjoin, restrict or prohibit the completion of the transaction contemplated hereby;

ii. that all representations, warranties and covenants of the Vendor contained in this Agreement are true as of the Closing Time, with the same effect as though made on and as of the Closing Time; and

iii. the non-merger specified in Section 5.03 hereof and elsewhere herein

- (ix) an acknowledgement, dated as of the Closing Date, that each of the conditions to Closing in favour of the Vendor has been fulfilled, performed or waived as of the Closing Time;
 - (x) a transfer of the Resident Trust Funds, together with all records related thereto; and
 - (xi) such further documentation relating to the completion of the transaction contemplated hereby as is otherwise referred to herein or as may be required by the Purchaser (acting reasonably), any applicable law or governmental authority.
- (d) The Purchaser covenants to execute, where applicable, and deliver the following to the Vendor at or before the Closing Time:
- (i) indefeasible payment and satisfaction in full of the Purchase Price in accordance with Section 2.03 hereof;
 - (ii) if necessary, payment or evidence of payment of HST applicable to the Purchased Assets or, if applicable, appropriate tax exemption certificates with respect to HST in accordance with the terms hereof;
 - (iii) an indemnity in favour of the Vendor in respect of HST, Exigible Taxes and land transfer tax, pursuant to Section 2.07 and Section 2.08 hereof;
 - (iv) an undertaking to readjust for the adjustments set out in Section 2.06 hereof;
 - (v) an assignment and assumption of all Residency Agreements (to the extent assignable) relating to the period from and after the Closing Date
 - (vi) an assignment and assumption of all Leases (to the extent assignable) relating to the period from and after the Closing Date;
 - (vii) a certificate, dated as of the Closing Date, certifying:

- i. that all representations, warranties and covenants of the Purchaser contained in this Agreement are true as of the Closing Time, with the same effect as though made on and as of the Closing Time; and
 - ii. the non-merger specified in Section 5.03 hereof and elsewhere herein;
- (viii) an acknowledgement, dated as of the Closing Date, that each of the conditions to Closing in favour of the Purchaser has been fulfilled, performed or waived as of the Closing Time; and
- (e) such further documentation relating to the completion of the transaction contemplated hereby as is otherwise referred to herein or as may be required by the Purchaser (acting reasonably), any applicable law or governmental authority.

5.02 Electronic Registration

The Parties acknowledge that the Teraview Electronic Registration System is operative and mandatory in the applicable Land Titles Offices relating to the Purchased Property. The Parties shall each authorize their respective legal counsel to enter into a document registration agreement in the form adopted by the joint LSO-CBAO Committee on Electronic Registration of Title Documents. The delivery and exchange of documents and closing funds and the release thereof to Vendor and Purchaser, as the case may be: (a) shall not occur contemporaneously with the registration of the applicable application for registration of the Approval and Vesting Order (and other registrable documentation); and (b) shall be governed by the document registration agreement pursuant to which legal counsel receiving any documents or funds will be required to hold same in escrow and will not be entitled to release except in strict accordance with the provisions of the document registration agreement.

5.03 Survival of Representations

The representations, warranties and covenants contained in this Agreement, other than those contained in Section 2.06, 2.07, 2.08, 3.05, 3.06, 4.01, 4.02, 5.02, 5.03, 7.01, and 7.16, shall merge on Closing. In the event that either party shall become aware of any material breach of a representation or warranty prior to the Closing, it shall forthwith advise the other party in writing and the sole right and remedy of the other party with respect thereto shall be the termination of this Agreement pursuant to the representations in favour of the other party contained in Section 4.01 or 4.02, as applicable. Notwithstanding any of the provisions contained in this Agreement to the contrary, the Vendor's liability with respect to any breach of a representation, warranty or covenant contained in this Agreement shall be limited to the amount of the Deposit and the Vendor shall not be liable for any loss of profits, loss of revenue, loss of contract, loss of business opportunity or any consequential loss or indirect loss or damages of any nature or kind.

ARTICLE 6
CONDITIONS AND TERMINATION RIGHTS

6.01 Approval and Vesting Order

- (a) This Agreement is conditional on the issuance by the Court of Approval and Vesting Order. In the event the Approval and Vesting Order has not been issued by the Court on or before the Sunset Date, this Agreement shall be null and void and the Purchaser shall be entitled to the return of the Deposit and neither the Purchaser nor the Vendor shall have any obligations under this Agreement.
- (b) In the event the Approval and Vesting Order is issued by the Court, but stayed by the Court prior to the completion of the transaction contemplated by this Agreement, the Purchaser shall be entitled, if such stay is still in place as at the Sunset Date, at the Purchaser's option, on written notice to the Vendor, either to terminate its obligations under this Agreement or to extend the Closing Date up to the Sunset Date in order to provide the Purchaser and the Vendor with additional time to effect the lifting of such stay. In the event the Purchaser elects to terminate its obligations under this Agreement pursuant to this Section 6.01(b), the Purchaser shall be entitled to the return of the Deposit and neither the Purchaser nor the Vendor shall have any obligations under this Agreement and neither party will have any liability to the other for any loss or damage suffered by it.

6.02 Approvals

- (a) *RHRA Approval* - This Agreement is conditional on the Purchaser receiving from RHRA its expressed intention to provide RHRA Approval with respect to one or more of the licences applied for, such RHRA Approval being conditional only on the Closing of the transaction contemplated hereby and subject only to the discovery by RHRA of any new and material information requiring RHRA to revoke or otherwise modify its expressed intention to provide the RHRA Approval. In the event that RHRA's expressed intent to provide RHRA Approval has not been provided with respect to one or more of the retirement homes contemplated herein for sale on or before the Sunset Date, this Agreement shall be null and void and the Purchaser shall be entitled to the return of the Deposit and neither the Purchaser nor the Vendor shall have any obligations under this Agreement.
- (b) *Hamilton Approval* – This Agreement is conditional on the Purchaser receiving Hamilton Approval (if necessary), conditional only on the Closing of the transaction contemplated hereby. In the event that Hamilton Approval has not been issued on or before the Sunset Date, this Agreement shall be null and void and the Purchaser shall be entitled to the return of the Deposit and neither the Purchaser nor the Vendor shall have any obligations under this Agreement.

6.02A Condition in Favour of Purchaser re: Subordinate Lenders

This Agreement is conditional on the Purchaser agreeing with the Gill Group and Life Care (collectively, the “**Subordinate Lenders**”), on such terms as are satisfactory to the Purchaser in

its sole discretion, that the mortgage security of the Subordinate Lenders shall be assumed by the Purchaser on Closing and constitute permitted encumbrances which shall not be vested off title to the Purchased Property and Lands pursuant to the Approval and Vesting Order but remain on title after Closing. The Purchaser shall have until 5:00pm (Toronto time) on April 27, 2021 to waive this condition by delivering notice of such waiver by email to the Vendor (at sheldon.title@mnp.ca), failing which this Agreement shall be null and void and the Deposit shall be reimbursed to the Purchaser as soon as practicable.

6.03 Injunction or Failure to Give Possession

In the event that:

- (a) the Vendor is unable to complete the transaction contemplated by this Agreement as a result of any injunction or other order of any court of competent jurisdiction; or,
- (b) the Vendor is unable to provide to the Purchaser possession of the Purchased Assets as required by this Agreement,

the Vendor will forthwith provide written notice thereof to the Purchaser (including full particulars with respect thereto). The Purchaser will then have the right, at its option, to extend the Closing Date for such period or periods as it determines by written notice thereof to the Vendor, provided that such extensions do not exceed an aggregate of sixty (60) days. During such extension or extensions, the Vendor will diligently attempt to settle such legal proceedings, to vacate such order and otherwise to remove all such impediments to the completion of the transaction contemplated by this Agreement. If all such impediments are not removed to the satisfaction of the Purchaser, acting reasonably, on or before the Closing Date (as such Closing Date may be extended pursuant to this Section 6.03), then this Agreement may, at the option of either party, be terminated by written notice to such effect to the other party. If either party so elects, (i) this Agreement shall terminate; and (ii) thereafter the Purchaser shall be entitled to the return of the Deposit and the Parties will be released from all further obligations under this Agreement and neither party will have any liability to the other for any loss or damage suffered by it.

6.04 Purchaser's Right to Close or Terminate

In the event that the Purchased Assets shall be materially damaged or destroyed by fire or other casualty prior to Closing, then the Vendor shall advise the Purchaser, in writing, within twenty-four (24) hours of the Vendor learning of same, which notice must, in all cases, be delivered prior to the Closing Time. In the event that the Purchased Assets suffer such material damage or destruction then the Purchaser shall be entitled, in its sole and absolute discretion, to elect to (a) terminate this Agreement by notice, in writing, to the other party and in such event the Parties hereto shall be released from all obligations and Liabilities hereunder, or (b) to accept payment of any and all related insurance proceeds. Such option shall be exercised three (3) business days after notification to the Purchaser by the Vendor of the occurrence of such damage or destruction (or prior to the Closing Date if such occurrence takes place within three business days of the Closing Date). If, because of such damage, destruction or casualty, the Purchaser elects, by notice under

this Section 6.04, not to complete the transaction contemplated hereby, this Agreement shall be terminated automatically and the Purchaser shall be entitled only to a return of the Deposit but without any other compensation or claim against the Vendor. If the Purchaser does not exercise their option under this section to decline to complete the transaction contemplated hereby, the Purchaser shall complete the transaction contemplated hereby and shall be entitled to an assignment of the proceeds of insurance referable to such damage or destruction, if any (upon payment of any applicable deductible charges).

For the purposes of this Section 6.04, “materially damaged or destroyed” means damage or destruction to the Purchased Assets caused by fire or other casualty:

- (a) resulting in loss or damage to the Purchased Assets that exceeds ten percent (10%) of the total Purchase Price (inclusive of the Deposit); and
- (b) that renders one (1) of the existing Homes on the Lands incapable of housing tenants on the Closing Date or, with commercially reasonable repairs, within ninety (90) days following the Closing Date (whether as a licenced retirement home or otherwise).

Where any damage or destruction is not material, the Purchaser shall complete the transaction contemplated hereby and shall be entitled to an assignment of the proceeds of insurance referable to such damage or destruction, if any, upon payment of any applicable deductible charges.

If any dispute arises under this Section 6.04 as to whether damage or destruction is material, such dispute will be determined by the Court or by such other person or in such other manner as the Court may direct, or the parties may agree.

ARTICLE 7

GENERAL

7.01 Further Assurances

Each of the Parties will from time to time execute and deliver all such further documents and instruments and do all such acts and things as the other party may, either before or after the Closing Date, reasonably required to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.

7.02 Time of the Essence

Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by the Parties or by their respective solicitors who may be specifically authorized in that regard.

7.03 Benefit of the Agreement

This Agreement will enure to the benefit of and be binding on the respective successors (including any successor by amalgamation or operation of law) and permitted assigns of the Parties.

7.04 Entire Agreement

This Agreement, together with the other Purchase Documents, constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede any prior understandings and agreements between the Parties with respect thereto. There are no terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the Parties other than as expressly set out in this Agreement and the other Purchase Documents.

7.05 Amendments and Waiver

No modification of or amendment to this Agreement will be valid or binding unless in writing and duly executed by both of the Parties. No waiver of any breach of any provision of this Agreement will be effective or binding unless made in writing and signed by the party purporting to give the same and, unless otherwise provided, will be limited to the specific breach waived.

7.06 Assignment

Except as provided in this Section 7.06, the Purchaser shall not, without the prior written consent of the Vendor, assign all or any portion of its rights and/or obligations under this Agreement or direct that title be vested on Closing in any Person other than the Purchaser.

Prior to Closing, the Purchaser shall be entitled on five (5) Business Days prior written notice to the Vendor to assign all or any portion of its interest to the Permitted Assignee.

In the event of an assignment to the Permitted Assignee, as a condition precedent thereto, the Permitted Assignee shall enter into an assumption with the Vendor in form satisfactory to the Parties, each acting reasonably, and provided that such assignment shall not relieve the Purchaser of any of its obligations or Liabilities under this Agreement. In addition, the Permitted Assignee shall comply with the provisions of Section 221(2)(b) and 228(4)(a) of the HST Legislation.

7.07 Legal and Accounting Fees

Each of the Parties will pay its own legal, accounting and other fees and expenses incurred in connection with the preparation, execution and delivery of this Agreement and the other Purchase Documents and the completion of the transaction contemplated hereby or thereby, as well as any other costs and expenses whatsoever and howsoever incurred.

7.08 Non-Business Day

If any amount required to be paid under this Agreement is due on a day which is not a Business Day, such amount will be paid on the next following Business Day.

7.09 Notices

Any demand, notice, objection or other communication to be given in connection with this Agreement or any of the Purchase Documents shall be given in writing by personal delivery, registered mail, courier or email addressed to the recipient as follows:

To the Purchaser: LP Hamilton Holdings Inc.
 158 Dunlop Street East
 Barrie, ON
 L4M 1B1
 Attn: Laura Philp
 Email: ronmccowan@rogers.com &
lauraphilp@rogers.com

with a copy to:

Alousis Law PC
 76 Mulcaster Street
 Barrie, ON
 L4M 3M4

Attn: John Alousis
 Email: john@alousislaw.com &
melissa@alousislaw.com

To the Vendor : MNP Ltd.
 111 Richmond Street West – Suite 300
 Toronto, ON M5H 2G4
 Attention: Sheldon Title
 E-Mail: sheldon.title@mnp.ca

with a copy to:

Loopstra Nixon LLP
 135 Queen's Plate Drive – Suite 600
 Toronto, ON M9W 6V7
 Attention: Graham Phoenix
 E-mail: gphoenix@loonix.com

or to such other address, facsimile number, e-mail or individual as may be designated by notice by either party to the other party. Any demand, notice, objection or other communication given by personal delivery will be conclusively deemed to have been given on the day of actual delivery thereof and, if given by registered mail, on the fifth (5th) Business Day following the deposit thereof in the mail and, if given by courier, on the next Business Day following the sending thereof and, if given by facsimile or e-mail, on the date of the sending thereof if sent prior to 6:00pm (Eastern) and on the next Business Day date of the sending thereof if sent after 6:00pm (Eastern).

If the party giving any demand, notice, objection or other communication knows or ought reasonably to know of any difficulties with the postal system which might affect the delivery of mail, such demand, notice, objection or other communication shall not be mailed but shall be given by personal delivery, courier or facsimile.

7.10 Currency

All dollar amounts referred to in this Agreement are denominated in Canadian currency.

7.11 Governing Law

This Agreement and the other Purchase Documents shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, and the parties agree to attorn to the jurisdiction of the of the Ontario Superior Court of Justice [Commercial List] to settle any dispute arising in connection herewith.

7.12 Severability

If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof shall continue in full force and effect.

7.13 Electronic Execution

Delivery of this Agreement may be effected by a party by facsimile or other electronic transmission of the execution page hereof to the other party. A party so delivering this Agreement shall thereafter forthwith deliver to the other party an original execution page hereof with its original signature thereon, provided that any failure by a party to so deliver such original execution page shall not affect the validity or enforceability of this Agreement against that party.

7.14 Tender

Any tender of notices, documents or monies hereunder may be made on the Vendor or the Purchaser or their respective solicitors. Any monies may be tendered by a negotiable cheque certified by a Canadian chartered bank or by a bank draft drawn on one of Canada's five largest chartered banks.

7.15 Counterparts

This Agreement may be executed in counterparts. Each executed counterpart shall be deemed to be an original. Both executed counterparts taken together shall constitute one agreement.

7.16 Access to Books and Records

For a period of six (6) years from the Closing Date or for such longer period as may be required by applicable laws, the Purchaser covenants and agrees to retain all original Books and Records relating to the Purchased Assets for the period prior to the Closing Date.

7.17 Irrevocable Offer

The Purchaser covenants and agrees that the offer to purchase constituted by the delivery of a copy of this Agreement executed by the Purchaser shall be irrevocable and open for acceptance by the Vendor until April 19th, 2021.

[EXECUTIONS ON SEPARATE PAGE.]

THIS AGREEMENT is open for acceptance until the seventh (7th) business day following Court approval of the same and may be accepted by giving a copy thereof to the Purchaser with the Vendor's acceptance endorsed thereon. If so accepted prior to the expiration hereof, this Agreement shall constitute a binding contract between the Parties to purchase and sell the Purchased Property on the terms and conditions herein set forth.

DATED the 21st day of April, 2021.

LP HAMILTON HOLDINGS INC.

per: _____

Name: Laura Philp

Title: President

I have authority to bind the Purchaser.

ACCEPTANCE

The Vendor hereby accepts this Agreement and covenants and agrees to sell the Purchased Assets to the Purchaser subject to and in accordance with the provisions and conditions hereof.

DATED the _____ day of April, 2021.

MNP LTD., SOLELY IN ITS CAPACITY AS THE COURT-APPOINTED RECEIVER ALL OF THE ASSETS, UNDERTAKINGS AND PROPERTIES OF DUNDAS RETIREMENT PLACE INC., MAPLE RETIREMENT HOMES INC. and 1059244 ONTARIO INC. AND NOT IN ITS PERSONAL, CORPORATE OR ANY OTHER CAPACITY

per: _____

Name: Sheldon Title

Title: Senior Vice-President

I have authority to bind the Receiver.

SCHEDULE "A"**LEGAL DESCRIPTION OF REAL PROPERTY**

1. 17201-0057 (LT)

PCL 22-1, SEC W 27 (C); LT 22, PL 27; PT LT 23, PL 27, PART 1, 62R9548; CITY OF HAMILTON

2. 17268-0152 (LT)

PT LT 1, CON 2 BARTON, AS IN VM111948; S/T VM203077 HAMILTON

3. 17479-0003 (R)

LOT 8, 9, 10, REGISTRAR'S COMPILED PLAN; PT LOT 11, REGISTRAR'S COMPILED PLAN 1401; DUNDAS CITY OF HAMILTON

SCHEDULE "B"**RESIDENCY AGREEMENTS, LEASES & ASSUMED CONTRACTS**RESIDENCY AGREEMENTS

1. All Residency Agreements relating to any of the Homes.

LEASES

1. All Leases between the Owners and any person, except those excluded by the Purchaser under Section 2.01A of the Agreement.

ASSUMED CONTRACTS

- (C) The debt and security agreements underlying the charges and registrations in favour of the Gill Group registered on title to (i) the property legally described as PCL 22-1, SEC W 27 (C); LT 22, PL 27; PT LT 23, PL 27, PART 1, 62R9548; CITY OF HAMILTON and (ii) the property legally described as LOT 8, 9, 10, REGISTRAR'S COMPILED PLAN; PT LOT 11, REGISTRAR'S COMPILED PLAN 1401; DUNDAS CITY OF HAMILTON.
- (D) The debt and security agreements underlying the charge and registrations in favour of the Life Care registered on title to the property legally described as PT LT 1, CON 2 BARTON, AS IN VM111948; S/T VM203077 HAMILTON.
- (E) All other Contracts between the Owners and any person, except those excluded by the Purchaser under Section 2.01A of the Agreement.

SCHEDULE "C"

FORM OF APPROVAL AND VESTING ORDER

See attached.

Court File No.: CV-20-74570

Commercial List Court File No.: _____

ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY & INSOLVENCY)
[COMMERCIAL LIST]

THE HONOURABLE	)	TUESDAY, THE 30 th DAY
)	
JUSTICE HAINEY	)	OF APRIL, 2021

BUDUCHNIST CREDIT UNION LIMITED

Applicant

- and -

**DUNDAS RETIREMENT PLACE INC., MAPLE RETIREMENT HOMES INC. and
1059244 ONTARIO INC.**

Respondents

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

APPROVAL AND VESTING ORDER

THIS MOTION, made by MNP Ltd., its capacity as Court-appointed receiver (the "Receiver"), without security, of all of the assets, undertakings and properties of Dundas Retirement Place Inc., Maple Retirement Homes Inc. and 1059244 Ontario Inc. (collectively, the "Debtors") for an order approving the sale transaction (the "Transaction") contemplated by a purchase and sale agreement (the "Sale Agreement") between the Receiver and <*> (the "Purchaser") dated <*>, 2021 and appended to the Report of the Receiver dated <*>, 2020 (the "Report"), and vesting in the Purchaser the Debtor's right, title and interest in and to the assets

described in the Sale Agreement (the "Purchased Assets"), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Report and on hearing the submissions of counsel for the Receiver, no one appearing for any other person on the service list, although properly served as appears from the affidavit of <*> sworn <*> filed:

1. THIS COURT ORDERS AND DECLARES that the Transaction is hereby approved, and the execution of the Sale Agreement by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser.
2. THIS COURT ORDERS AND DECLARES that upon the delivery of a Receiver's certificate to the Purchaser substantially in the form attached as Exhibit "A" hereto (the "Receiver's Certificate"), all of the Debtor's right, title and interest in and to the Purchased Assets described in the Sale Agreement, included but not limited to the real property listed in Exhibit "B" hereto, shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "Claims"), including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice Parayeski dated December 23, 2021; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; and (iii) those Claims listed on Exhibit "C" hereto (all of which are collectively referred to as the "Encumbrances", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on Exhibit "D" hereto) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.
3. THIS COURT ORDERS that upon the registration in the Land Registry Office for the appropriate Land Titles Division of an Application for Vesting Order in the form prescribed by

the *Land Titles Act* and/or the *Land Registration Reform Act*, the Land Registrar is hereby directed to enter the Purchaser as the owner of the subject real property identified in Exhibit "B" hereto (the "Real Property") in fee simple, and is hereby directed to delete and expunge from title to the Real Property all of the Claims listed in Exhibit "C" hereto.

4. THIS COURT ORDERS that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the Receiver's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

5. THIS COURT ORDERS AND DIRECTS the Receiver to file with the Court a copy of the Receiver's Certificate, forthwith after delivery thereof.

6. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Receiver is authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the Debtor's records pertaining to the Debtor's past and current employees. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Debtor.

7. THIS COURT ORDERS that, notwithstanding:

- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the Debtor and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of the Debtor.

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and shall not be void or voidable by creditors of the Debtor, nor shall it constitute nor be deemed to be a settlement, fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

8. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

Exhibit A – Form of Receiver’s Certificate

Court File No.: CV-20-74570

Commercial List Court File No.: _____

**ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY & INSOLVENCY)
[COMMERCIAL LIST]**

THE HONOURABLE	)	TUESDAY, THE 23 rd DAY
)	
JUSTICE HAINEY	)	OF MARCH, 2021

BUDUCHNIST CREDIT UNION LIMITED

Applicant

- and -

**DUNDAS RETIREMENT PLACE INC., MAPLE RETIREMENT HOMES INC. and
1059244 ONTARIO INC.**

Respondents

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

RECEIVER’S CERTIFICATE**RECITALS**

A. Pursuant to an Order of the Honourable Justice Parayeski of the Ontario Superior Court of Justice dated December 23, 2021, MNP Ltd. was appointed as the receiver (the "Receiver") of certain property, assets and undertakings of Dundas Retirement Place Inc., Maple Retirement Homes Inc. and 1059244 Ontario Inc. (the "Debtors").

B. Pursuant to an Order of the Honourable Justice <*> of the Ontario Superior Court of Justice (Commercial List) (the "Court), dated <*>, 2021, the Court approved the purchase and sale agreement dated <*>, 2021 (the "Sale Agreement") between the Receiver and <*> (the "Purchaser") and provided for the vesting in the Purchaser of the Debtors' right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming: (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing set out in the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the transaction contemplated by the Sale Agreement has been completed to the satisfaction of the Receiver.

C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing set out in the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and
3. The transaction contemplated by the Sale Agreement has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at <*> on <*>, 2021

**MNP LTD., SOLELY IN ITS CAPACITY AS
THE COURT-APPOINTED RECEIVER ALL
OF THE ASSETS, UNDERTAKINGS AND
PROPERTIES OF DUNDAS RETIREMENT
PLACE INC., MAPLE RETIREMENT HOMES
INC. and 1059244 ONTARIO INC. AND NOT
IN ITS PERSONAL, CORPORATE OR ANY
OTHER CAPACITY**

Per: _____

Name:

Title:

Exhibit B – Real Property**1. 17201-0057 (LT)**

PCL 22-1, SEC W 27 (C); LT 22, PL 27; PT LT 23, PL 27, PART 1, 62R9548; CITY OF HAMILTON

2. 17268-0152 (LT)

PT LT 1, CON 2 BARTON, AS IN VM111948; S/T VM203077 HAMILTON

3. 17479-0003 (R)

LOT 8, 9, 10, REGISTRAR'S COMPILED PLAN; PT LOT 11, REGISTRAR'S COMPILED PLAN 1401; DUNDAS CITY OF HAMILTON

Exhibit C – Claims to be deleted and expunged from title to Real Property

<*>

Reg. No.	Date	Instrument Type	Amount	Parties From	Parties To

**Exhibit D – Permitted Encumbrances, Easements and Restrictive Covenants
related to the Real Property**

(unaffected by the Vesting Order)

SPECIFIC PERMITTED ENCUMBRANCES

Property 1: PCL 22-1, SEC W 27 (C); LT 22, PL 27; PT LT 23, PL 27, PART 1, 62R9548; CITY OF HAMILTON - PIN 7201-0057 (LT)

Reg. No.	Date	Instrument Type	Amount	Parties From	Parties To
WE1394885	2019/11/15	Charge	\$1,300,000	1059244 Ontario Inc.	Dapinderjeet Gill, Darshan Gill, Amneet Gill, Jasper Properties Inc., Manjinder Jagdev
WE1394948	2019/11/18	No Assgn Rent Gen	n/a	1059244 Ontario Inc.	Dapinderjeet Gill, Darshan Gill, Amneet Gill, Jasper Properties Inc., Manjinder Jagdev

Property 2: PT LT 1, CON 2 BARTON, AS IN VM111948; S/T VM203077 HAMILTON – PIN 17268-0152 (LT)

WE1287512	2018/05/31	Charge	\$750,000	Maple Retirement Homes Inc.	Life Care Medical Pharmacy Ltd.
WE187513	2018/05/31	No Assgn Rent Gen	n/a	Maple Retirement Homes Inc.	Life Care Medical Pharmacy Ltd.

Property 3: LOT 8, 9, 10, REGISTRAR'S COMPILED PLAN; PT LOT 11, REGISTRAR'S COMPILED PLAN 1401; DUNDAS CITY OF HAMILTON – PIN 17479-0003 (R)

Reg. No.	Date	Instrument Type	Amount	Parties From	Parties To
VM282338	2019/11/18	Charge	\$1,300,000	Dundas Retirement Place Inc.	Dapinderjeet Gill, Darshan Gill, Amneet Gill, Jasper Properties Inc., Manjinder Jagdev

<OTHER SPECIFIC PERMITTED ENCUMBRANCES TO BE CONFIRMED>

GENERAL PERMITTED ENCUMBRANCES ON ALL PROPERTIES

1. Any municipal by-laws or regulations affecting the Real Property or its use and any other municipal land use instruments including without limitation, official plans and zoning and building by-laws, as well as decisions of the committee of adjustment or any other competent authority permitting variances therefrom, and all applicable building codes;
2. Registered agreements with any municipal, provincial or federal governments or authorities and any public utilities or private suppliers of services, including without limitation, subdivision agreements, development agreements, engineering, grading or landscaping agreements and similar agreements; provided same have been complied with or security has been posted to ensure compliance and completion as evidenced by a letter from the relevant authority or regulated utility;
3. Any unregistered easement, right-of-way, agreements or other unregistered interest of claims not disclosed by registered title provided same does not materially impact the Purchaser's intended use of the Purchased Assets;
4. Any encroachments or other discrepancies that might be revealed by an up-to-date plan of survey of the Real Property;
5. Such other minor encumbrances or defects in title which do not, individually or in the aggregate, materially affect the use, enjoyment or value of the Real Property or any part thereof, or materially impair the value thereof;
6. Any reservations, limitations, provisos and conditions expressed in the original grant from the Crown as the same may be varied by statute; and
7. The following exceptions and qualifications contained in Section 44(1) of the *Land Titles Act*: paragraphs 7, 8, 9, 10, 12 and 14.

TAB 2D

APPENDIX “D”

LAND
REGISTRY
OFFICE #62

17201-0057 (LT)

PREPARED FOR Shannon1
ON 2021/04/23 AT 09:32:14

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

PROPERTY DESCRIPTION: PCL 22-1, SEC W 27(C) ; LT 22, PL 27 ; PT LT 23, PL 27 , PART 1 , 62R9548; CITY OF HAMILTON

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
ABSOLUTE

RECENTLY:
FIRST CONVERSION FROM BOOK

PIN CREATION DATE:
1996/09/23

OWNERS' NAMES
1059244 ONTARIO INC.

CAPACITY SHARE
BENO

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
<p>**EFFECTIVE 2000/07/29 THE NOTATION OF THE "BLOCK IMPLEMENTATION DATE" OF 1996/09/23 ON THIS PIN**</p> <p>**WAS REPLACED WITH THE "PIN CREATION DATE" OF 1996/09/23**</p> <p>** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 1996/09/20 **</p>						
62R9548	1988/05/11	PLAN REFERENCE				C
LT267613	1989/11/20	CHARGE		*** COMPLETELY DELETED ***	METROPOLITAN TRUST COMPANY OF CANADA	
LT267614	1989/11/20	NOTICE		*** COMPLETELY DELETED ***		
LT339944	1993/03/02	NOTICE		*** COMPLETELY DELETED ***	HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF FINANCE	
LT376328	1994/12/30	LIEN		*** COMPLETELY DELETED ***		
LT388095	1995/08/30	TRANS POWER SALE	\$1,135,000		1059244 ONTARIO INC.	C
LT388096	1995/08/30	CHARGE		*** COMPLETELY DELETED ***	METROPOLITAN TRUST COMPANY OF CANADA	
LT388097	1995/08/30	ASSIGNMENT GENERAL		*** COMPLETELY DELETED ***		
		REMARKS: RENTS, LT388096				
LT388098	1995/08/30	CHARGE		*** COMPLETELY DELETED ***	SKYCO LTD.	
LT388099	1995/08/30	ASSIGNMENT GENERAL		*** COMPLETELY DELETED ***		

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

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
LT388871	1995/09/08	CHARGE		*** COMPLETELY DELETED ***	METROPOLITAN TRUST COMPANY OF CANADA	
		<i>REMARKS: RENTS, LT388098</i>				
LT388872	1995/09/08	POSTPONEMENT		*** COMPLETELY DELETED ***		
		<i>REMARKS: DISCHARGED PRIOR TO AUTOMATION J.G. SCLR</i>				
LT430955	1996/12/12	DISCH OF CHARGE		*** COMPLETELY DELETED *** SKYCO LTD.		
		<i>REMARKS: LT388098 & LT388099 POSTPONED TO LT388871</i>				
LT431028	1996/12/12	CHARGE		*** COMPLETELY DELETED *** 1059244 ONTARIO INC.	THE TORONTO-DOMINION BANK	
		<i>REMARKS: RE: LT388098</i>				
LT431029	1996/12/12	ASSIGNMENT GENERAL		*** COMPLETELY DELETED *** 1059244 ONTARIO INC.	THE TORONTO-DOMINION BANK	
		<i>REMARKS: LT431028, RE; RENTS</i>				
LT441707	1997/03/12	DISCH OF CHARGE		*** COMPLETELY DELETED *** HONGKONG BANK TRUST COMPANY		
		<i>REMARKS: RE: LT267613 DELETE LT267614</i>				
LT441708	1997/03/12	DISCH OF CHARGE		*** COMPLETELY DELETED *** HONGKONG BANK TRUST COMPANY		
		<i>REMARKS: RE: LT388096 DELETE LT388097</i>				
LT460579	1997/07/16	CHARGE		*** COMPLETELY DELETED *** 1059244 ONTARIO INC.	SKYCO LTD.	
LT460580	1997/07/16	NOTICE		*** COMPLETELY DELETED *** 1059244 ONTARIO INC.	SKYCO LTD.	
		<i>REMARKS: RENTS IN LT460579</i>				
LT476654	1997/10/30	TRANSFER OF CHARGE		*** COMPLETELY DELETED *** SKYCO LTD.	CARRON MARINE LIMITED	
LT528522	1998/11/04	NOTICE		*** COMPLETELY DELETED *** 1059244 ONTARIO INC.	CARRON MARINE LIMITED	
		<i>REMARKS: LT460579</i>				

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
WE23986	2001/02/08	NOTICE		*** COMPLETELY DELETED *** 1059244 ONTARIO INC.	CARRON MARINE LIMITED	
		REMARKS: LT460579				
WE87131	2002/04/03	CONSTRUCTION LIEN		*** COMPLETELY DELETED *** THYSSEN ELEVATOR LIMITED		
WE95476	2002/05/23	CERTIFICATE		*** COMPLETELY DELETED *** THYSSEN ELEVATOR LIMITED	1059244 ONTARIO INC.	
		REMARKS: RE: WE87131				
WE137975	2002/12/24	CONSTRUCTION LIEN		*** DELETED AGAINST THIS PROPERTY *** CONSTANCIA, JOHN - OPERATING AS "C. R. LANDSCAPE"		
WE145811	2003/02/13	CERTIFICATE		*** DELETED AGAINST THIS PROPERTY *** CONSTANCIA, JOHN		
		REMARKS: WE137975				
WE147467	2003/02/24	TRANSFER OF CHARGE		*** COMPLETELY DELETED *** THE TORONTO-DOMINION BANK	MCAP FINANCIAL CORPORATION	
		REMARKS: LT431028				
WE147468	2003/02/24	NOTICE		*** COMPLETELY DELETED *** THE TORONTO-DOMINION BANK	MCAP FINANCIAL CORPORATION	
		REMARKS: LT431028, LT431029				
WE171437	2003/07/10	CHARGE		*** COMPLETELY DELETED *** 1059244 ONTARIO INC.	THE EFFORT TRUST COMPANY	
WE171438	2003/07/10	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** 1059244 ONTARIO INC.	THE EFFORT TRUST COMPANY	
		REMARKS: RENTS WE171437				
WE171445	2003/07/10	NOTICE		*** COMPLETELY DELETED *** 1059244 ONTARIO INC.	CARRON MARINE LIMITED	
		REMARKS: LT460579				
WE171447	2003/07/10	POSTPONEMENT		*** COMPLETELY DELETED *** CARRON MARINE LIMITED	THE EFFORT TRUST COMPANY	
		REMARKS: LT460579, LT476654 TO LT171437				
WE171730	2003/07/11	DIS CONSTRUCT LIEN		*** COMPLETELY DELETED ***	CONSTANCIA, JOHN - OPERATING AS "C. R. LANDSCAPE"	

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
		<i>REMARKS: RE: WE137975 AND WE145811</i>				
WE193609	2003/10/22	CHARGE		*** COMPLETELY DELETED *** 1059244 ONTARIO INC.	CONSTANCIA, JOHN	
WE196615	2003/11/03	APL AMEND ORDER		*** COMPLETELY DELETED *** ONTARIO SUPERIOR COURT OF JUSTICE	THYSSEN ELEVATOR LIMITED	
		<i>REMARKS: DISCHARGING AND VACATING WE87131 AND WE95476</i>				
WE262900	2004/09/21	NOTICE		*** COMPLETELY DELETED *** 1059244 ONTARIO INC.	CARRON MARINE LIMITED	
		<i>REMARKS: LT460579</i>				
WE302618	2005/04/15	DISCH OF CHARGE		*** COMPLETELY DELETED *** MCAP FINANCIAL CORPORATION		
		<i>REMARKS: RE: LT431028</i>				
WE322063	2005/07/11	CHARGE		*** COMPLETELY DELETED *** 1059244 ONTARIO INC.	ROZEN, CORNEL SINGAL, SAM COUPRIE FENTON INC. PASTERNAK, JOE	
WE322074	2005/07/11	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** 1059244 ONTARIO INC.	ROZEN, CORNEL SINGAL, SAM COUPRIE FENTON INC. PASTERNAK, JOE	
		<i>REMARKS: RENTS WE322063</i>				
WE323993	2005/07/20	DISCH OF CHARGE		*** COMPLETELY DELETED *** CARRON MARINE LIMITED		
		<i>REMARKS: RE: LT460579</i>				
WE323994	2005/07/20	DISCH OF CHARGE		*** COMPLETELY DELETED *** CONSTANCIA, JOHN		
		<i>REMARKS: RE: WE193609</i>				
WE404758	2006/07/12	CHARGE		*** COMPLETELY DELETED *** 1059244 ONTARIO INC.	POLITICAL DONORS.COM INC. E. LIPTAY ENTERPRISES LTD. 1280584 ONTARIO INC.	

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
WE404759	2006/07/12	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** 1059244 ONTARIO INC.	POLITICAL DONORS.COM INC. E. LIPTAY ENTERPRISES LTD. 1280584 ONTARIO INC.	
		REMARKS: WE404758				
WE405007	2006/07/13	CHARGE		*** COMPLETELY DELETED *** 1059244 ONTARIO INC.	ROZEN, CORNEL SINGAL, SAM PASTERNAK, JOE CHAPNICK, GERRY FELDMAN, LARRY SGUIGNA, LESLIE KINSMAN, RICHARD	
WE405011	2006/07/13	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** 1059244 ONTARIO INC.	ROZEN, CORNEL SINGAL, SAM PASTERNAK, JOE CHAPNICK, GERRY FELDMAN, LARRY SGUIGNA, LESLIE KINSMAN, RICHARD	
		REMARKS: WE405007				
WE405035	2006/07/13	DISCH OF CHARGE		*** COMPLETELY DELETED *** ROZEN, CORNEL SINGAL, SAM COUPRIE FENTON INC. PASTERNAK, JOE		
		REMARKS: RE: WE322063				
WE412062	2006/08/10	CHARGE		*** COMPLETELY DELETED *** 1059244 ONTARIO INC.	SKYCO LTD.	
WE412063	2006/08/10	TRANSFER OF CHARGE		*** COMPLETELY DELETED *** SKYCO LTD.	CARRON MARINE LTD.	
		REMARKS: WE412062				
WE424172	2006/10/03	DISCH OF CHARGE		*** COMPLETELY DELETED *** THE EFFORT TRUST COMPANY		
		REMARKS: RE: WE171437				

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
WE470745	2007/05/31	NO SEC INTEREST		*** COMPLETELY DELETED *** UNION ENERGY INC.		
WE502198	2007/10/05	CHARGE		*** COMPLETELY DELETED *** 1059244 ONTARIO INC.	ALTERNA SAVINGS & CREDIT UNION LIMITED	
WE502199	2007/10/05	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** 1059244 ONTARIO INC.	ALTERNA SAVINGS & CREDIT UNION LIMITED	
		REMARKS: RENTS WE502198				
WE502310	2007/10/05	CHARGE		*** COMPLETELY DELETED *** 1059244 ONTARIO INC. 1140402 ONTARIO INC.	2079610 ONTARIO LTD.	
WE502539	2007/10/05	DISCH OF CHARGE		*** COMPLETELY DELETED *** POLITICAL DONORS.COM INC. E. LIPTAY ENTERPRISES LTD. 1280584 ONTARIO INC.		
		REMARKS: RE: WE404758				
WE502544	2007/10/05	DISCH OF CHARGE		*** COMPLETELY DELETED *** ROZEN, CORNEL SINGAL, SAM PASTERNAK, JOE CHAPNICK, GERRY FELDMAN, LARRY SGUIGNA, LESLIE KINSMAN, RICHARD		
		REMARKS: RE: WE405007				
WE502555	2007/10/05	POSTPONEMENT		*** COMPLETELY DELETED *** CARRON MARINE LTD.	ALTERNA SAVINGS & CREDIT UNION LIMITED	
		REMARKS: WE412062 TO WE502198				
WE502670	2007/10/09	POSTPONEMENT		*** COMPLETELY DELETED *** CARRON MARINE LTD.	2079610 ONTARIO LTD.	
		REMARKS: WE412062 POSTPONED TO WE502310				
WE722207	2010/10/21	TRANSFER OF CHARGE		*** COMPLETELY DELETED *** CARRON MARINE LTD.	DUNBAR, MARK	
		REMARKS: WE412062. WE412063				
WE802051	2011/12/06	CHARGE		*** COMPLETELY DELETED ***		

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
WE802052	2011/12/06	NO ASSGN RENT GEN		1242318 ONTARIO INC. 1059244 ONTARIO INC. 1612712 ONTARIO INC. 1612711 ONTARIO INC. 1140402 ONTARIO INC. *** COMPLETELY DELETED *** 1242318 ONTARIO INC. 1059244 ONTARIO INC. 1612712 ONTARIO INC. 1612711 ONTARIO INC. 1140402 ONTARIO INC.	1862302 ONTARIO LIMITED 1862302 ONTARIO LIMITED	
		REMARKS: WE802051				
WE802589	2011/12/08	DISCH OF CHARGE		*** COMPLETELY DELETED *** DUNBAR, MARK		
		REMARKS: WE412062.				
WE831150	2012/05/16	CHARGE		*** COMPLETELY DELETED *** 1059244 ONTARIO INC.	ALTERNA SAVINGS AND CREDIT UNION LIMITED	
WE831151	2012/05/16	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** 1059244 ONTARIO INC.	ALTERNA SAVINGS AND CREDIT UNION LIMITED	
		REMARKS: WE831150				
WE831152	2012/05/16	CHARGE		*** COMPLETELY DELETED *** 1059244 ONTARIO INC.	8055742 ONTARIO INC.	
WE831153	2012/05/16	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** 1059244 ONTARIO INC.	8055742 ONTARIO INC.	
		REMARKS: WE831152				
WE831174	2012/05/16	DISCH OF CHARGE		*** COMPLETELY DELETED *** 2079610 ONTARIO LTD.		
		REMARKS: WE502310.				
WE831175	2012/05/16	DISCH OF CHARGE		*** COMPLETELY DELETED *** 1862302 ONTARIO LIMITED		
		REMARKS: WE802051.				
WE838114	2012/06/20	NOTICE		*** COMPLETELY DELETED *** 1059244 ONTARIO INC.	ALTERNA SAVINGS AND CREDIT UNION	
		REMARKS: WE831150				

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.

NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

LAND
REGISTRY
OFFICE #62

17201-0057 (LT)

PREPARED FOR Shannon1
ON 2021/04/23 AT 09:32:14

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
WE838172	2012/06/20	POSTPONEMENT		*** COMPLETELY DELETED *** 8055742 ONTARIO INC.	ALTERNA SAVINGS AND CREDIT UNION	
	<i>REMARKS: WE831152 TO WE838114</i>					
WE846029	2012/07/26	DISCH OF CHARGE		*** COMPLETELY DELETED *** ALTERNA SAVINGS & CREDIT UNION LIMITED		
	<i>REMARKS: WE502198.</i>					
WE875857	2012/12/21	NO OPTION PURCHASE		*** COMPLETELY DELETED *** 1059244 ONTARIO INC.	2157720 ONTARIO INC.	
WE905576	2013/06/25	APL (GENERAL)		*** COMPLETELY DELETED *** 2157720 ONTARIO INC.		
	<i>REMARKS: DELETE WE875857</i>					
WE908228	2013/07/05	CHARGE		*** COMPLETELY DELETED *** 1140402 ONTARIO INC. 1059244 ONTARIO INC.	1601775 ONTARIO INC.	
WE917726	2013/08/21	NO OPTION PURCHASE		*** COMPLETELY DELETED *** 1059244 ONTARIO INC.	2157720 ONTARIO INC.	
	<i>REMARKS: EXP 2022/12/31</i>					
WE919261	2013/08/28	APL CH NAME INST		*** COMPLETELY DELETED *** 2157720 ONTARIO INC.	RIVERVIEW PHARMACY INC.	
	<i>REMARKS: WE917726.</i>					
WE939520	2013/12/09	CHARGE		*** COMPLETELY DELETED *** 1059244 ONTARIO INC.	SKYCO LTD.	
WE939522	2013/12/09	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** 1059244 ONTARIO INC.	SKYCO LTD.	
	<i>REMARKS: WE939520</i>					
WE940322	2013/12/12	TRANSFER OF CHARGE		*** COMPLETELY DELETED *** SKYCO LTD.	DUNBAR, MARK	
	<i>REMARKS: WE939520.</i>					
WE940630	2013/12/13	DISCH OF CHARGE		*** COMPLETELY DELETED *** 1601775 ONTARIO INC.		
	<i>REMARKS: WE908228.</i>					

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
WE1081512	2015/11/19	APL (GENERAL) <i>REMARKS: DELETE WE917726</i>		*** COMPLETELY DELETED *** RIVERVIEW PHARMACY INC.		
WE1081587	2015/11/19	CHARGE	\$2,962,500	1059244 ONTARIO INC.	COMMUNICATION TECHNOLOGIES CREDIT UNION LIMITED	C
WE1081588	2015/11/19	NO ASSGN RENT GEN <i>REMARKS: WE1081587.</i>		1059244 ONTARIO INC.	COMMUNICATION TECHNOLOGIES CREDIT UNION LIMITED	C
WE1081612	2015/11/19	CHARGE		*** COMPLETELY DELETED *** 1059244 ONTARIO INC.	1244318 ONTARIO INC.	
WE1081621	2015/11/19	DISCH OF CHARGE <i>REMARKS: WE939520.</i>		*** COMPLETELY DELETED *** DUNBAR, MARK		
WE1081632	2015/11/19	NOTICE <i>REMARKS: EXPIRY DATE: 2022/12/31.</i>		RIVERVIEW PHARMACY INC.		C
WE1081956	2015/11/20	DISCH OF CHARGE <i>REMARKS: WE831152.</i>		*** COMPLETELY DELETED *** 8055742 ONTARIO INC.		
WE1085384	2015/12/03	CHARGE		*** COMPLETELY DELETED *** 1059244 ONTARIO INC.	SURE MORTGAGE CAPITAL INC.	
WE1085385	2015/12/03	NO ASSGN RENT GEN <i>REMARKS: WE1085384</i>		*** COMPLETELY DELETED *** 1059244 ONTARIO INC.	SURE MORTGAGE CAPITAL INC.	
WE1085456	2015/12/04	POSTPONEMENT <i>REMARKS: WE1081612 TO WE1085384</i>		*** COMPLETELY DELETED *** 1244318 ONTARIO INC.	SURE MORTGAGE CAPITAL INC.	
WE1086267	2015/12/08	POSTPONEMENT <i>REMARKS: WE1081632 TO WE1085384</i>		*** COMPLETELY DELETED *** RIVERVIEW PHARMACY INC.	SURE MORTGAGE CAPITAL INC.	
WE1112176	2016/04/12	DISCH OF CHARGE <i>REMARKS: WE831150.</i>		*** COMPLETELY DELETED *** ALTERNA SAVINGS AND CREDIT UNION LIMITED		
WE1129981	2016/06/30	DISCH OF CHARGE		*** COMPLETELY DELETED ***		

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
		REMARKS: WE1081612.		1244318 ONTARIO INC.		
WE1130779	2016/06/30	CHARGE		*** COMPLETELY DELETED *** ROSSLYN RETIREMENT INC. 1059244 ONTARIO INC.	COMPUTERSHARE TRUST COMPANY OF CANADA	
WE1130780	2016/06/30	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** ROSSLYN RETIREMENT INC. 1059244 ONTARIO INC.	COMPUTERSHARE TRUST COMPANY OF CANADA	
		REMARKS: DOCUMENT DELETED BY ANN-MARIE RYBAR ON 23JULY2018				
WE1130814	2016/06/30	POSTPONEMENT		*** COMPLETELY DELETED *** RIVERVIEW PHARMACY INC.	COMPUTERSHARE TRUST COMPANY OF CANADA	
		REMARKS: WE1081632 TO WE1130779				
WE1131493	2016/07/05	DISCH OF CHARGE		*** COMPLETELY DELETED *** SURE MORTGAGE CAPITAL INC.		
		REMARKS: WE1085384.				
WE1171458	2016/12/08	CHARGE		*** COMPLETELY DELETED *** 1059244 ONTARIO INC.	SURE MORTGAGE CAPITAL INC.	
WE1171459	2016/12/08	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** 1059244 ONTARIO INC.	SURE MORTGAGE CAPITAL INC.	
		REMARKS: WE1171458.				
WE1171464	2016/12/08	POSTPONEMENT		*** COMPLETELY DELETED *** RIVERVIEW PHARMACY INC.	SURE MORTGAGE CAPITAL INC.	
		REMARKS: WE1081632 TO WE1171458 TO WE1171459				
WE1171467	2016/12/08	DISCH OF CHARGE		*** COMPLETELY DELETED *** COMPUTERSHARE TRUST COMPANY OF CANADA		
		REMARKS: WE1130779.				
WE1298623	2018/07/26	DISCHARGE INTEREST		*** COMPLETELY DELETED *** UNION ENERGY INC.		
		REMARKS: WE470745.				
WE1298847	2018/07/27	CHARGE	\$4,820,000	1059244 ONTARIO INC.	BUDUKNIST CREDIT UNION LIMITED	C
WE1298848	2018/07/27	NO ASSGN RENT GEN		1059244 ONTARIO INC.	BUDUKNIST CREDIT UNION LIMITED	C
		REMARKS: WE1298847.				

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
WE1298856	2018/07/27	POSTPONEMENT		RIVERVIEW PHARMACY INC.	BUDUCHNIST CREDIT UNION LIMITED	C
		REMARKS: WE1081632 WE1298847				
WE1299045	2018/07/27	DISCH OF CHARGE		*** COMPLETELY DELETED *** SURE MORTGAGE CAPITAL INC.		
		REMARKS: WE1171458.				
WE1394885	2019/11/15	CHARGE	\$1,300,000	1059244 ONTARIO INC.	GILL, DAPINDERJEET GILL, DARSHAN GILL, AMNEET JASPER PROPERTIES INC. JAGDEV, MANJINDER	C
WE1394948	2019/11/18	NO ASSGN RENT GEN		1059244 ONTARIO INC.	GILL, DAPINDERJEET GILL, DARSHAN GILL, AMNEET JASPER PROPERTIES INC. JAGDEV, MANJINDER	C
		REMARKS: WE1394885				
WE1430133	2020/05/11	NOTICE		RIVERVIEW PHARMACY INC.		C

LAND
REGISTRY
OFFICE #62

17268-0152 (LT)

PREPARED FOR Shannon1
ON 2021/04/23 AT 09:40:53

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

PROPERTY DESCRIPTION: PT LT 1, CON 2 BARTON , AS IN VM111948 ; S/T VM203077 HAMILTON

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:
FIRST CONVERSION FROM BOOK

PIN CREATION DATE:
1996/03/25

OWNERS' NAMES
MAPLE RETIREMENT HOMES INC.

CAPACITY SHARE
ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
<p>**EFFECTIVE 2000/07/29 THE NOTATION OF THE "BLOCK IMPLEMENTATION DATE" OF 1996/03/25 ON THIS PIN**</p> <p>**WAS REPLACED WITH THE "PIN CREATION DATE" OF 1996/03/25**</p> <p>** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 1996/03/22 **</p> <p>**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:</p> <p>** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES * AND ESCHEATS OR FORFEITURE TO THE CROWN.</p> <p>** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY CONVENTION.</p> <p>** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.</p> <p>**DATE OF CONVERSION TO LAND TITLES: 1996/03/25 **</p>						
CD119158	1979/03/06	LEASE		*** COMPLETELY DELETED ***		
CD192891	1981/07/29	ASSIGNMENT LEASE		*** COMPLETELY DELETED ***		
CD199859	1981/10/22	ASSIGNMENT LEASE		*** COMPLETELY DELETED ***		
<p>CORRECTIONS: 'DATE OF REGN.' CHANGED FROM '1980/10/22' TO '1981/10/22' ON 2002/06/13 BY BELLE FIAMELLI.</p>						
VM111949	1991/02/21	CHARGE		*** COMPLETELY DELETED ***	<p>KOZAR, JOSIP KOZAR, DANICA KOZAR, JOSIP KOZAR, RUZA</p>	

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
VM111948	1992/02/21	TRANSFER		*** COMPLETELY DELETED ***	UNICARE INC.	
VM203077	1995/01/17	TRANSFER EASEMENT			CITY OF HAMILTON	C
VM203078	1995/01/17	AGREEMENT			CITY OF HAMILTON	C
	REMARKS: VM111948					
WE98464	2002/06/05	DISCH OF CHARGE		*** COMPLETELY DELETED *** KOZAR, JOSIP KOZAR, DANICA KOZAR, RUZA KOZAR, JOSIP		
	REMARKS: RE: VM111949					
WE101121	2002/06/20	APL (GENERAL)		UNICARE INC.		C
	REMARKS: DELETE CD119158, CD192891, CD199859					
WE102420	2002/06/26	CHARGE		*** COMPLETELY DELETED *** UNICARE INC.	LOGICAL INVESTMENTS LTD.	
WE102427	2002/06/26	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** UNICARE INC.	LOGICAL INVESTMENTS LTD.	
	REMARKS: WE102420					
WE107551	2002/07/19	CHARGE		*** COMPLETELY DELETED *** UNICARE INC.	LOGICAL INVESTMENTS LTD.	
WE107554	2002/07/19	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** UNICARE INC.	LOGICAL INVESTMENTS LTD.	
	REMARKS: WE107551					
WE126364	2002/10/25	CHARGE		*** COMPLETELY DELETED *** UNICARE INC.	MILANKOV, BOSKO	
WE126365	2002/10/25	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** UNICARE INC.	MILANKOV, BOSKO	
	REMARKS: WE126364					
WE169927	2003/07/02	DISCH OF CHARGE		*** COMPLETELY DELETED *** MILANKOV, BOSKO		
	REMARKS: RE: WE126364					

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
WE175432	2003/07/31	CHARGE		*** COMPLETELY DELETED *** UNICARE INC.	BUDUCHNIST CREDIT UNION LIMITED	
WE175437	2003/07/31	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** BUDUCHNIST CREDIT UNION LIMITED	UNICARE INC.	
WE176137	2003/08/01	DISCH OF CHARGE		*** COMPLETELY DELETED *** LOGICAL INVESTMENTS LTD.		
	REMARKS: RE: WE102420					
WE176138	2003/08/01	DISCH OF CHARGE		*** COMPLETELY DELETED *** LOGICAL INVESTMENTS LTD.		
	REMARKS: RE: WE107551					
WE181699	2003/08/29	CHARGE		*** COMPLETELY DELETED *** UNICARE INC.	LOGICAL INVESTMENTS LTD.	
WE181715	2003/08/29	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** UNICARE INC.	LOGICAL INVESTMENTS LTD.	
	REMARKS: RE; WE181699					
WE258015	2004/08/30	CHARGE		*** COMPLETELY DELETED *** UNICARE INC.	BUDUCHNIST CREDIT UNION LIMITED	
WE258018	2004/08/30	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** BUDUCHNIST CREDIT UNION LIMITED	UNICARE INC.	
WE258456	2004/08/31	DISCH OF CHARGE		*** COMPLETELY DELETED *** LOGICAL INVESTMENTS LTD.		
	REMARKS: RE: WE181699					
WE260579	2004/09/09	DISCH OF CHARGE		*** COMPLETELY DELETED *** BUDUCHNIST CREDIT UNION LIMITED		
	REMARKS: RE: WE175432					
WE300875	2005/04/06	CHARGE		*** COMPLETELY DELETED *** UNICARE INC.	FIRST NATIONAL FINANCIAL CORPORATION	
WE443353	2007/01/10	DISCH OF CHARGE		*** COMPLETELY DELETED *** FIRST NATIONAL FINANCIAL CORPORATION		
	REMARKS: RE: WE300875					
WE448809	2007/02/07	CHARGE		*** COMPLETELY DELETED ***		

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
WE448815	2007/02/07	NO ASSGN RENT GEN <i>REMARKS: WE448809</i>		UNICARE INC. *** COMPLETELY DELETED *** UNICARE INC.	BUDUCHNIST CREDIT UNION LIMITED BUDUCHNIST CREDIT UNION LIMITED	
WE793845	2011/10/28	DISCH OF CHARGE <i>REMARKS: WE258015.</i>		*** COMPLETELY DELETED *** BUDUCHNIST CREDIT UNION LIMITED		
WE793846	2011/10/28	DISCH OF CHARGE <i>REMARKS: WE448809.</i>		*** COMPLETELY DELETED *** BUDUCHNIST CREDIT UNION LIMITED		
WE793847	2011/10/28	CHARGE		*** COMPLETELY DELETED *** UNICARE INC.	BUDUCHNIST CREDIT UNION LIMITED	
WE793851	2011/10/28	NO ASSGN RENT GEN <i>REMARKS: WE793847</i>		*** COMPLETELY DELETED *** UNICARE INC.	BUDUCHNIST CREDIT UNION LIMITED	
WE1287509	2018/05/31	TRANSFER <i>REMARKS: PLANNING ACT STATEMENTS.</i>	\$2,000,000	UNICARE INC.	MAPLE RETIREMENT HOMES INC.	C
WE1287510	2018/05/31	CHARGE	\$2,900,000	MAPLE RETIREMENT HOMES INC.	BUDUCHNIST CREDIT UNION LIMITED	C
WE1287511	2018/05/31	NO ASSGN RENT GEN <i>REMARKS: WE1287510</i>		MAPLE RETIREMENT HOMES INC.	BUDUCHNIST CREDIT UNION LIMITED	C
WE1287512	2018/05/31	CHARGE	\$750,000	MAPLE RETIREMENT HOMES INC.	LIFE CARE MEDICAL PHARMACY LTD.	C
WE1287513	2018/05/31	NO ASSGN RENT GEN <i>REMARKS: WE1287512</i>		MAPLE RETIREMENT HOMES INC.	LIFE CARE MEDICAL PHARMACY LTD.	C
WE1297249	2018/07/19	DISCH OF CHARGE <i>REMARKS: WE793847.</i>		*** COMPLETELY DELETED *** BUDUCHNIST CREDIT UNION LIMITED		
WE1301048	2018/08/07	NOTICE <i>REMARKS: AIRPORT ZONING REGULATIONS</i>		HER MAJESTY THE QUEEN IN RIGHT OF CANADA		C
WE1487281	2021/01/29	APL GOVT ORDER <i>REMARKS: PROPERTY STANDARDS</i>		CITY OF HAMILTON		C

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PROPERTY DESCRIPTION: LOT 8,9,10, REGISTRAR'S COMPILED PLAN 1401 ; PT LOT 11, REGISTRAR'S COMPILED PLAN 1401 ; DUNDAS CITY OF HAMILTON

PROPERTY REMARKS:

ESTATE/QUALIFIER:

RECENTLY:
FIRST CONVERSION FROM BOOK

PIN CREATION DATE:
1997/01/27

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
<p>**EFFECTIVE 2000/07/29 THE NOTATION OF THE "BLOCK IMPLEMENTATION DATE" OF 1997/01/27 ON THIS PIN**</p> <p>**WAS REPLACED WITH THE "PIN CREATION DATE" OF 1997/01/27**</p> <p>** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 1997/01/24 **</p> <p>DATE OF EARLIEST REGISTRATION LOADED: 1957/04/17</p>						
HL6884	1957/04/17	TRANSFER	\$1		CATTEL, WALLACE C. CATTEL, LORNA I.	C
HL67785	1958/10/31	TRANSFER	\$1		STRECKER, FRANK	C
HL106758	1959/10/27	BYLAW				C
HL109987	1959/11/23	BYLAW				C
HL109988	1959/11/23	BYLAW				C
HL211498	1962/09/14	TRANSFER	\$1		RITTINGER, ARTHUR E. RITTINGER, ANNE	C
AB56533	1967/06/29	TRANSFER	\$1		CATTEL, WALLACE C. CATTEL, LORNA I.	C
AB87245	1968/04/10	AGREEMENT				C
AB300015	1973/07/04	TRANSFER	\$1		JERDUN INVESTMENTS LIMITED JEREMIAS, MARTIN T.	C
AB355999	1974/11/05	TRANSFER	\$1		JERMAR HOLDINGS INC.	C
62R3008	1976/06/02	PLAN REFERENCE				C
CD14521	1976/06/14	CERT R SUC DU ACT				C

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
CD22847	1976/08/27	TRANSFER	\$1		DUNHAM, JAMES EDWARD	C
62R6246	1982/05/13	PLAN REFERENCE				C
CD243749	1983/05/04	AGREEMENT	\$1		THE CORPORATION OF THE TOWN OF DUNDAS	C
		REMARKS: DEVELOPMENT				
CD243817	1983/05/05	NO APL 1ST REG				C
CD335651	1985/11/29	TRANSFER			BARASEVIC, MICHAEL BARASEVIC, HELEN	C
CD335652	1985/11/29	TRANSFER	\$58,500		BARASEVIC, MICHAEL BARASEVIC, HELEN	C
CD339630	1986/01/10	TRANSFER	\$160,000		BARASEVIC, MICHAEL BARASEVIC, HELEN	C
CD506914	1989/04/12	TRANSFER	\$921,280		ELM VILLA RETIREMENT HOMES INC.	C
VM98744	1991/10/01	AGREEMENT			THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH	C
VM115482	1992/03/31	CHARGE		*** COMPLETELY DELETED ***	BANK OF MONTREAL	
VM129573	1992/08/21	RELEASE				C
		REMARKS: VM98744				
VM150975	1993/04/16	CHARGE		*** COMPLETELY DELETED ***	BANK OF MONTREAL	
62R14692	1998/08/25	PLAN REFERENCE				C
VM243010	1998/09/02	TRANSFER	\$2,100,000	ELM VILLA RETIREMENT HOMES INC.	1156564 ONTARIO INC.	C
VM243011	1998/09/02	CHARGE		*** COMPLETELY DELETED *** 1156564 ONTARIO INC.	THE TORONTO-DOMINION BANK	
VM243012	1998/09/02	ASSIGNMENT GENERAL		*** COMPLETELY DELETED *** 1156564 ONTARIO INC.	THE TORONTO-DOMINION BANK	
		REMARKS: CHARGE VM243011				
VM243013	1998/09/02	CHARGE		*** COMPLETELY DELETED ***		

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
VM243014	1998/09/02	CHARGE		1156564 ONTARIO INC. *** COMPLETELY DELETED *** 1156564 ONTARIO INC.	ELM VILLA RETIREMENT HOMES INC. 1298077 ONTARIO INC.	
VM243015	1998/09/02	ASSIGNMENT GENERAL <i>REMARKS: CHARGE VM243014</i>		*** COMPLETELY DELETED *** 1156564 ONTARIO INC.	1298077 ONTARIO INC.	
VM243183	1998/09/28	DISCH OF CHARGE <i>REMARKS: RE: VM150975</i>		*** COMPLETELY DELETED *** BANK OF MONTREAL		
VM243185	1998/09/28	DISCH OF CHARGE <i>REMARKS: RE: VM115482</i>		*** COMPLETELY DELETED *** BANK OF MONTREAL		
VM243865	1998/12/11	QUIT CLAIM TRNSFR		JEREMIAS, MARTIN T. HARJER CORPORATION LIMITED	ELM VILLA RETIREMENT HOMES INC.	C
VM243866	1998/12/11	DEPOSIT		CATTEL, WALLACE CULVER - ESTATE		C
VM243868	1998/12/11	QUIT CLAIM TRNSFR		CATTEL, WALLACE CULVER - ESTATE	ELM VILLA RETIREMENT HOMES INC.	C
VM247638	2000/03/07	TRANSFER OF CHARGE <i>REMARKS: VM243013</i>		*** COMPLETELY DELETED *** ELM VILLA RETIREMENT HOMES INC.	1374248 ONTARIO LIMITED	
VM250061	2000/12/29	DISCH OF CHARGE <i>REMARKS: RE: VM243014</i>		*** COMPLETELY DELETED *** 1298077 ONTARIO INC.		
VM250062	2000/12/29	CHARGE		*** COMPLETELY DELETED *** 1156564 ONTARIO INC.	THE TORONTO-DOMINION BANK	
VM250063	2000/12/29	ASSIGNMENT GENERAL <i>REMARKS: RE: RENTS VM250062</i>		*** COMPLETELY DELETED *** 1156564 ONTARIO INC.	THE TORONTO-DOMINION BANK	
VM250070	2000/12/29	DISCH OF CHARGE <i>REMARKS: RE: VM243013</i>		*** COMPLETELY DELETED *** 1374248 ONTARIO LIMITED		

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
VM250195	2001/01/19	CHARGE		*** COMPLETELY DELETED *** 1156564 ONTARIO INC.	1298077 ONTARIO INC.	
VM250196	2001/01/19	NOTICE		*** COMPLETELY DELETED *** 1156564 ONTARIO INC.	1298077 ONTARIO INC.	
		REMARKS: VM250195 - RENTS DELETED BY VM253153 ON MAR 21 2006 BY C. JOHNSON ADLR				
VM250856	2001/05/07	DISCH OF CHARGE		*** COMPLETELY DELETED *** THE TORONTO-DOMINION BANK		
		REMARKS: RE: VM243011				
VM253153	2002/02/28	DISCH OF CHARGE		*** COMPLETELY DELETED *** 1298077 ONTARIO INC.		
		REMARKS: RE: VM250195				
VM253154	2002/02/28	CHARGE		*** COMPLETELY DELETED *** 1156564 ONTARIO INC.	CREDIT UNION CENTRAL OF ONTARIO LIMITED	
VM253155	2002/02/28	ASSIGNMENT GENERAL		*** COMPLETELY DELETED *** 1156564 ONTARIO INC.	CREDIT UNION CENTRAL OF ONTARIO LIMITED	
		REMARKS: RENTS VM253154				
VM253212	2002/03/07	CHARGE		*** COMPLETELY DELETED *** 1156564 ONTARIO INCT HOMES INC.	CHAN, MARGARET	
VM253213	2002/03/07	ASSIGNMENT GENERAL		*** COMPLETELY DELETED *** 1156564 ONTARIO INC	CHAN, MARGARET	
		REMARKS: VM253212				
VM257037	2003/05/30	CHARGE		*** COMPLETELY DELETED *** 1156564 ONTARIO INC.	THE BLAIR FAMILY TRUST BLAIR, KATHERINE BROWN, ROBERT TEAL, JEFFREY	
		CORRECTIONS: 'CHARGE' CHANGED FROM 'BLAIR, KATHERINE TRUSTEE' TO 'BLAIR, KATHERINE' ON 2006/03/29 BY JENNY LALONDE. 'CHARGE' CHANGED FROM 'BROWN, ROBERT TRUSTEE' TO 'BROWN, ROBERT' ON 2006/03/29 BY JENNY LALONDE. 'CHARGE' CHANGED FROM 'TEL, JEFFREY TRUSTEE' TO 'TEAL, JEFFREY' ON 2006/03/29 BY JENNY LALONDE.				
VM257432	2003/07/08	TRANSFER OF CHARGE		*** COMPLETELY DELETED *** THE TORONTO-DOMINION BANK	THE NATIONAL LIFE ASSURANCE COMPANY OF CANADA	
		REMARKS: VM250062				

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
VM257433	2003/07/08	ASSIGNMENT GENERAL		*** COMPLETELY DELETED *** THE TORONTO-DOMINION BANK	THE NATIONAL LIE ASSURANCE COMPANY OF CANADA	
				REMARKS: ASSIGNMENT OF ASSIGNMENT OF RENTS. VM250063		
VM258492	2003/10/23	CHARGE		*** COMPLETELY DELETED *** 1156564 ONTARIO INC.	CONSTANCIA, JOHN	
VM259666	2004/02/11	LIEN		*** COMPLETELY DELETED *** HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF FINANCE		
				REMARKS: CORPORATION TAX ACT		
VM260557	2004/05/05	DISCH OF CHARGE		*** COMPLETELY DELETED *** CONSTANCIA, JOHN		
				REMARKS: RE: VM258492		
VM263711	2005/02/17	DISCHARGE OF LIEN		*** COMPLETELY DELETED ***	HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF FINANCE	
				REMARKS: RE: VM259666		
VM266630	2005/11/08	DISCH OF CHARGE		*** COMPLETELY DELETED *** CREDIT UNION CENTRAL OF ONTARIO LIMITED		
				REMARKS: RE: VM253154		
VM268056	2006/03/21	ARTICLES OF AMALG		1156564 ONTARIO INC. 1298077 ONTARIO INC. 1639133 ONTARIO INC.		C
VM268070	2006/03/23	DISCH OF CHARGE		*** COMPLETELY DELETED *** CHAN, MARGARET		
				REMARKS: RE: VM253212		
VM268127	2006/03/28	DISCH OF CHARGE		*** COMPLETELY DELETED *** THE BLAIR FAMILY TRUST BLAIR, KATHERINE BROWN, ROBERT TEAL, JEFFREY		
				REMARKS: RE: VM257037		
VM268128	2006/03/28	CHARGE		*** COMPLETELY DELETED *** 1639133 ONTARIO INC.	THE CANADA TRUST COMPANY	

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
VM268129	2006/03/28	ASSIGNMENT GENERAL <i>REMARKS: RENTS RE: CHARGE VM268128</i>		*** COMPLETELY DELETED *** 1639133 ONTARIO INC.	THE CANADA TRUST COMPANY	
VM269432	2006/07/20	DISCH OF CHARGE <i>REMARKS: RE: VM250062</i>		*** COMPLETELY DELETED *** THE NATIONAL LIFE ASSURANCE COMPANY OF CANADA		
VM269757	2006/08/17	TRANSFER OF CHARGE <i>REMARKS: VM268128</i>		*** COMPLETELY DELETED *** THE CANADA TRUST COMPANY	COMPUTERSHARE TRUST COMPANY OF CANADA	
VM269758	2006/08/17	ASSIGNMENT GENERAL <i>REMARKS: RE: VM268129</i>		*** COMPLETELY DELETED *** THE CANADA TRUST COMPANY	COMPUTERSHARE TRUST COMPANY OF CANADA	
VM279469	2009/08/07	CHARGE		*** COMPLETELY DELETED *** 1639133 ONTARIO INC.	EPIREON CAPITAL LIMITED	
VM279470	2009/08/07	ASSIGNMENT GENERAL <i>REMARKS: VM279469 RE: RENTS</i>		*** COMPLETELY DELETED *** 1639133 ONTARIO INC.	EPIREON CAPITAL LIMITED	
VM279471	2009/08/07	NO SEC INTEREST		*** COMPLETELY DELETED *** 1639133 ONTARIO INC.	EPIREON CAPITAL LIMITED	
VM281705	2011/12/07	CHARGE		*** COMPLETELY DELETED *** 1639133 ONTARIO INC.	DUNBAR, MARK	
VM281706	2011/12/07	CHARGE		*** COMPLETELY DELETED *** 1639133 ONTARIO INC.	1862302 ONTARIO LIMITED	
VM281707	2011/12/07	ASSIGNMENT GENERAL <i>REMARKS: RENTS VM281706</i>		*** COMPLETELY DELETED *** 1639133 ONTARIO INC.	1862302 ONTARIO LIMITED	
VM281792	2013/01/03	OPTION TO PURCHASE	\$2	2157720 ONTARIO INC.	1639133 ONTARIO INC.	C
VM281859	2013/09/04	DECLARATION S.25 <i>REMARKS: RE: NAME CHANGE</i>		DUGUID, OWEN J.		C
VM281873	2013/12/10	DISCH OF CHARGE		*** COMPLETELY DELETED ***		

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
				DUNBAR, MARK		
	<i>REMARKS: VM281705.</i>					
VM281881	2014/01/29	AMALGAMATION CORP		1639133 ONTARIO INC. 1694560 ONTARIO INC.	1906267 ONTARIO INC.	C
VM281885	2014/02/18	DISCH OF CHARGE		*** COMPLETELY DELETED *** 1862302 ONTARIO LIMITED		
	<i>REMARKS: VM281706. VM281707</i>					
VM281961	2015/01/09	CHARGE		*** COMPLETELY DELETED *** DUNDAS RETIREMENT PLACE INC.	EPIREON CAPITAL LIMITED	
VM281962	2015/01/09	ASSIGNMENT GENERAL		*** COMPLETELY DELETED *** EPIREON CAPITAL LIMITED	DUNDAS RETIREMENT PLACE INC.	
	<i>REMARKS: VM281961</i>					
VM281963	2015/01/09	NO SEC INTEREST		*** COMPLETELY DELETED *** EPIREON CAPITAL LIMITED	DUNDAS RETIREMENT PLACE INC.	
	<i>REMARKS: VM281961</i>					
VM281965	2015/01/23	POSTPONEMENT		*** COMPLETELY DELETED *** RIVERVIEW PHARMACY INC.	EPIREON CAPITAL LIMITED	
	<i>REMARKS: SEE DOC</i>					
VM281999	2015/06/12	DISCH OF CHARGE		*** COMPLETELY DELETED *** COMPUTERSHARE TRUST COMPANY OF CANADA		
	<i>REMARKS: VM268128. VM268129, VM269757 & VM269758</i>					
VM282000	2015/06/12	CHARGE	\$3,950,000	DUNDAS RETIREMENT PLACE INC.	COMMUNICATION TECHNOLOGIES CREDIT UNION LIMITED	C
VM282001	2015/06/12	ASSIGNMENT GENERAL		DUNDAS RETIREMENT PLACE INC.	COMMUNICATION TECHNOLOGIES CREDIT UNION LIMITED	C
	<i>REMARKS: RENTS - VM282000</i>					
VM282002	2015/06/12	POSTPONEMENT	\$2	RIVERVIEW PHARMACY INC.	COMMUNICATION TECHNOLOGIES CREDIT UNION LIMITED	C
	<i>REMARKS: VM281972 TO VM282000, VM282001</i>					
VM282003	2015/06/12	DISCH OF CHARGE		*** COMPLETELY DELETED *** EPIREON CAPITAL LIMITED		
	<i>REMARKS: VM279469.</i>					
VM282004	2015/06/12	DISCH OF CHARGE		*** COMPLETELY DELETED *** EPIREON CAPITAL LIMITED		

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LAND
REGISTRY
OFFICE #62

17479-0003 (R)

PREPARED FOR Shannon1
ON 2021/04/23 AT 09:34:01

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
		<i>REMARKS: VM281961.</i>				
VM282005	2015/06/22	DISCHARGE		*** COMPLETELY DELETED *** EPIREON CAPITAL LIMITED		
		<i>REMARKS: VM279471.</i>				
VM282006	2015/06/22	DISCHARGE		*** COMPLETELY DELETED *** EPIREON CAPITAL LIMITED		
		<i>REMARKS: VM281963.</i>				
VM282042	2015/12/03	CHARGE		*** COMPLETELY DELETED *** DUNDAS RETIREMENT PLACE INC.	SURE MORTGAGE CAPITAL INC.	
VM282043	2015/12/03	NOTICE		*** COMPLETELY DELETED *** DUNDAS RETIREMENT PLACE INC.	SURE MORTGAGE CAPITAL INC.	
		<i>REMARKS: RENTS RE: VM282042</i>				
VM282045	2015/12/08	POSTPONEMENT		*** COMPLETELY DELETED *** RIVERVIEW PHARMACY INC.	SURE MORTGAGE CAPITAL INC.	
		<i>REMARKS: VM281792 TO VM282042</i>				
VM282069	2016/06/30	CHARGE		*** COMPLETELY DELETED *** DUNDAS RETIREMENT PLACE INC.	COMPUTERSHARE TRUST COMPANY OF CANADA	
VM282070	2016/06/30	ASSIGNMENT GENERAL		*** COMPLETELY DELETED *** DUNDAS RETIREMENT PLACE INC.	COMPUTERSHARE TRUST COMPANY OF CANADA	
		<i>REMARKS: RENTS RE: VM282069</i>				
VM282071	2016/06/30	POSTPONEMENT		*** COMPLETELY DELETED *** RIVERVIEW PHARMACY INC.	COMPUTERSHARE TRUST COMPANY OF CANADA	
		<i>REMARKS: VM281792 TO VM282069, VM282070</i>				
VM282078	2016/07/13	DISCH OF CHARGE		*** COMPLETELY DELETED *** SURE MORTGAGE CAPITAL INC.		
		<i>REMARKS: VM282042. VM282043</i>				
VM282128	2016/12/08	DISCH OF CHARGE		*** COMPLETELY DELETED *** COMPUTERSHARE TRUST COMPANY OF CANADA		
		<i>REMARKS: VM282069. PT 1 ON 62R14692</i>				
VM282129	2016/12/08	CHARGE		*** COMPLETELY DELETED *** DUNDAS RETIREMENT PLACE INC.	SURE MORTGAGE CAPITAL INC.	

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
VM282130	2016/12/08	ASSIGNMENT GENERAL		*** COMPLETELY DELETED *** DUNDAS RETIREMENT PLACE INC.	SURE MORTGAGE CAPITAL INC.	
		REMARKS: VM282129 DOCUMENT DELETED ON APRIL 14, 2021 BY SYLVIE GUENETTE, PER DISCHARGE VM282257				
VM282131	2016/12/08	POSTPONEMENT	\$2	RIVERVIEW PHARMACY INC.	SURE MORTGAGE CAPITAL INC.	C
		REMARKS: VM281792 TO VM282129				
VM282254	2018/07/27	CHARGE	\$7,385,000	DUNDAS RETIREMENT PLACE INC.	BUDUCHNIST CREDIT UNION LIMITED	C
VM282255	2018/07/27	ASSIGNMENT GENERAL		DUNDAS RETIREMENT PLACE INC.	BUDUCHNIST CREDIT UNION LIMITED	C
VM282256	2018/07/27	POSTPONEMENT		RIVERVIEW PHARMACY INC.	BUDUCHNIST CREDIT UNION LIMITED	C
		REMARKS: VM281792, 282254, 282255				
VM282257	2018/07/27	DISCH OF CHARGE		*** COMPLETELY DELETED *** SURE MORTGAGE CAPITAL INC.		
		REMARKS: VM282129. PART 1 ON 62R14692				
VM282338	2019/11/18	CHARGE	\$1,300,000	DUNDAS RETIREMENT PLACE INC.	GILL, DAPINDERJEET GILL, DARSHAN GILL, AMNEET JASPER PROPERTIES INC. JAGDEV, MANJINDER	C
VM282376	2020/08/07	NOTICE	\$1	RIVERVIEW PHARMACY INC.	DUNDAS RETIREMENT PLACE INC.	C
		REMARKS: OPTION TO PURCHASE				

PROPERTY DESCRIPTION: LOT 8,9,10, REGISTRAR'S COMPILED PLAN 1401 ; PT LOT 11, REGISTRAR'S COMPILED PLAN 1401 ; DUNDAS CITY OF HAMILTON

PROPERTY REMARKS:

ESTATE/QUALIFIER:

RECENTLY:
FIRST CONVERSION FROM BOOK

PIN CREATION DATE:
1997/01/27

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
<p>**EFFECTIVE 2000/07/29 THE NOTATION OF THE "BLOCK IMPLEMENTATION DATE" OF 1997/01/27 ON THIS PIN**</p> <p>**WAS REPLACED WITH THE "PIN CREATION DATE" OF 1997/01/27**</p> <p>** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **</p> <p>DATE OF EARLIEST REGISTRATION LOADED: 1957/04/17</p>						
HL6884	1957/04/17	TRANSFER	\$1		CATTEL, WALLACE C. CATTEL, LORNA I.	C
HL67785	1958/10/31	TRANSFER	\$1		STRECKER, FRANK	C
HL106758	1959/10/27	BYLAW				C
HL109987	1959/11/23	BYLAW				C
HL109988	1959/11/23	BYLAW				C
HL211498	1962/09/14	TRANSFER	\$1		RITTINGER, ARTHUR E. RITTINGER, ANNE	C
AB56533	1967/06/29	TRANSFER	\$1		CATTEL, WALLACE C. CATTEL, LORNA I.	C
AB87245	1968/04/10	AGREEMENT				C
AB300015	1973/07/04	TRANSFER	\$1		JERDUN INVESTMENTS LIMITED JEREMIAS, MARTIN T.	C
AB355999	1974/11/05	TRANSFER	\$1		JERMAR HOLDINGS INC.	C
62R3008	1976/06/02	PLAN REFERENCE				C
CD14521	1976/06/14	CERT R SUC DU ACT				C

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
CD22847	1976/08/27	TRANSFER	\$1		DUNHAM, JAMES EDWARD	C
62R6246	1982/05/13	PLAN REFERENCE				C
CD243749	1983/05/04	AGREEMENT	\$1		THE CORPORATION OF THE TOWN OF DUNDAS	C
		REMARKS: DEVELOPMENT				
CD243817	1983/05/05	NO APL 1ST REG				C
CD335651	1985/11/29	TRANSFER			BARASEVIC, MICHAEL BARASEVIC, HELEN	C
CD335652	1985/11/29	TRANSFER	\$58,500		BARASEVIC, MICHAEL BARASEVIC, HELEN	C
CD339630	1986/01/10	TRANSFER	\$160,000		BARASEVIC, MICHAEL BARASEVIC, HELEN	C
CD506914	1989/04/12	TRANSFER	\$921,280		ELM VILLA RETIREMENT HOMES INC.	C
VM98744	1991/10/01	AGREEMENT			THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH	C
VM129573	1992/08/21	RELEASE				C
		REMARKS: VM98744				
62R14692	1998/08/25	PLAN REFERENCE				C
VM243010	1998/09/02	TRANSFER	\$2,100,000	ELM VILLA RETIREMENT HOMES INC.	1156564 ONTARIO INC.	C
VM243865	1998/12/11	QUIT CLAIM TRNSFR		JEREMIAS, MARTIN T. HARJER CORPORATION LIMITED	ELM VILLA RETIREMENT HOMES INC.	C
VM243866	1998/12/11	DEPOSIT		CATTEL, WALLACE CULVER - ESTATE		C
VM243868	1998/12/11	QUIT CLAIM TRNSFR		CATTEL, WALLACE CULVER - ESTATE	ELM VILLA RETIREMENT HOMES INC.	C
VM268056	2006/03/21	ARTICLES OF AMALG		1156564 ONTARIO INC. 1298077 ONTARIO INC. 1639133 ONTARIO INC.		C
VM281792	2013/01/03	OPTION TO PURCHASE	\$2	2157720 ONTARIO INC.	1639133 ONTARIO INC.	C
VM281859	2013/09/04	DECLARATION S.25		DUGUID, OWEN J.		C
		REMARKS: RE: NAME CHANGE				

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
VM281881	2014/01/29	AMALGAMATION CORP		1639133 ONTARIO INC. 1694560 ONTARIO INC.	1906267 ONTARIO INC.	C
VM282000	2015/06/12	CHARGE	\$3,950,000	DUNDAS RETIREMENT PLACE INC.	COMMUNICATION TECHNOLOGIES CREDIT UNION LIMITED	C
VM282001	2015/06/12	ASSIGNMENT GENERAL <i>REMARKS: RENTS - VM282000</i>		DUNDAS RETIREMENT PLACE INC.	COMMUNICATION TECHNOLOGIES CREDIT UNION LIMITED	C
VM282002	2015/06/12	POSTPONEMENT <i>REMARKS: VM281972 TO VM282000, VM282001</i>	\$2	RIVERVIEW PHARMACY INC.	COMMUNICATION TECHNOLOGIES CREDIT UNION LIMITED	C
VM282131	2016/12/08	POSTPONEMENT <i>REMARKS: VM281792 TO VM282129</i>	\$2	RIVERVIEW PHARMACY INC.	SURE MORTGAGE CAPITAL INC.	C
VM282254	2018/07/27	CHARGE	\$7,385,000	DUNDAS RETIREMENT PLACE INC.	BUDUCHNIST CREDIT UNION LIMITED	C
VM282255	2018/07/27	ASSIGNMENT GENERAL		DUNDAS RETIREMENT PLACE INC.	BUDUCHNIST CREDIT UNION LIMITED	C
VM282256	2018/07/27	POSTPONEMENT <i>REMARKS: VM281792, 282254, 282255</i>		RIVERVIEW PHARMACY INC.	BUDUCHNIST CREDIT UNION LIMITED	C
VM282338	2019/11/18	CHARGE	\$1,300,000	DUNDAS RETIREMENT PLACE INC.	GILL, DAPINDERJEET GILL, DARSHAN GILL, AMNEET JASPER PROPERTIES INC. JAGDEV, MANJINDER	C
VM282376	2020/08/07	NOTICE <i>REMARKS: OPTION TO PURCHASE</i>	\$1	RIVERVIEW PHARMACY INC.	DUNDAS RETIREMENT PLACE INC.	C

TAB 3

Court File No. _____.: CV-20-74570

Commercial List Court File No.: _____

ONTARIO

**SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY & INSOLVENCY)
[COMMERCIAL LIST]**

THE HONOURABLE _____)
JUSTICE _____)
WEEKDAY, THE #
DAY OF MONTH, 20YR

~~BETWEEN:~~

PLAINTIFF

Plaintiff

THE HONOURABLE _____)
_____)
FRIDAY, THE 30th DAY
JUSTICE HAINEY _____)
OF APRIL, 2021

BUDUCHNIST CREDIT UNION LIMITED

Applicant

- and -

DEFENDANT

Defendant

**DUNDAS RETIREMENT PLACE INC., MAPLE RETIREMENT HOMES INC. and
1059244 ONTARIO INC.**

Respondents

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

APPROVAL AND VESTING ORDER

THIS MOTION, made by ~~{RECEIVER'S NAME}~~ in MNP Ltd., its capacity as ~~the~~ Court-appointed receiver (the "~~Receiver~~"), ~~without security~~, of ~~all of the undertaking, property and assets of {DEBTOR} (the "Debtor"), undertakings and properties of Dundas Retirement Place Inc., Maple Retirement Homes Inc. and 1059244 Ontario Inc. (collectively, the "Debtors")~~ for an order approving the sale transaction (the "Transaction") contemplated by ~~an agreement of a~~ purchase and sale agreement (the "Sale Agreement") between the Receiver and ~~{NAME OF PURCHASER}<*>~~ (the "Purchaser") dated ~~{DATE}<*>, 2021~~ and appended to the Report of the Receiver dated ~~{DATE}<*>, 2020~~ (the "Report"), and vesting in the Purchaser the Debtor's right, title and interest in and to the assets described in the Sale Agreement (the "Purchased Assets"), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Report and on hearing the submissions of counsel for the Receiver, ~~{NAMES OF OTHER PARTIES APPEARING}~~, no one appearing for any other person on the service list, although properly served as appears from the affidavit of ~~{NAME}<*>~~ sworn ~~{DATE}<*>~~ filed:

1. THIS COURT ORDERS AND DECLARES that the Transaction is hereby approved, and the execution of the Sale Agreement by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. ~~The~~ Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser.
2. THIS COURT ORDERS AND DECLARES that upon the delivery of a Receiver's certificate to the Purchaser substantially in the form attached as Schedule Exhibit "A" hereto (the "Receiver's Certificate"), all of the Debtor's right, title and interest in and to the Purchased Assets described in the Sale Agreement ~~and, included but not limited to the real property listed on~~ Schedule in Exhibit "B" hereto, shall vest absolutely in the Purchaser, free and clear of and from

any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "Claims"), including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice ~~{NAME}~~Parayeski dated ~~{DATE}~~December 23, 2021; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; and (iii) those Claims listed on ~~Schedule-Exhibit "C"~~ hereto (all of which are collectively referred to as the "Encumbrances", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on ~~Schedule-Exhibit "D"~~ hereto) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

3. THIS COURT ORDERS that upon the registration in the Land Registry Office for the ~~{Registry Division of {LOCATION} of a Transfer/Deed of Land in the form prescribed by the Land Registration Reform Act duly executed by the Receiver}~~~~{Land Titles Division of {LOCATION}}~~appropriate Land Titles Division of an Application for Vesting Order in the form prescribed by the *Land Titles Act* and/or the *Land Registration Reform Act*,^{1,2} the Land Registrar is hereby directed to enter the Purchaser as the owner of the subject real property identified in ~~Schedule-Exhibit "B"~~ hereto (the "Real Property") in fee simple, and is hereby directed to delete and expunge from title to the Real Property all of the Claims listed in ~~Schedule-Exhibit "C"~~ hereto.

4. THIS COURT ORDERS that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the Receiver's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

5. THIS COURT ORDERS AND DIRECTS the Receiver to file with the Court a copy of the Receiver's Certificate, forthwith after delivery thereof.

6. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver is authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the ~~Company's Debtor's~~ records pertaining to the Debtor's past and current employees, ~~including personal information of those employees listed on Schedule "•" to the Sale Agreement~~. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Debtor.

7. THIS COURT ORDERS that, notwithstanding:

- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the Debtor and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of the Debtor.

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and shall not be void or voidable by creditors of the Debtor, nor shall it constitute nor be deemed to be a settlement, fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

~~8. THIS COURT ORDERS AND DECLARES that the Transaction is exempt from the application of the *Bulk Sales Act* (Ontario).~~

9.8. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order.

All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

Revised: January 21, 2014

Schedule

Revised: January 21, 2014

Exhibit A – Form of Receiver’s CertificateCourt File No. _____.: CV-20-74570Commercial List Court File No.: _____**ONTARIO****SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY & INSOLVENCY)
[COMMERCIAL LIST]****B E T W E ~~E-N:-~~EN:****PLAINTIFF**Plaintiff**BUDUCHNIST CREDIT UNION LIMITED**Applicant

- and -

DEFENDANTDefendant**DUNDAS RETIREMENT PLACE INC., MAPLE RETIREMENT HOMES INC. and
1059244 ONTARIO INC.**RespondentsAPPLICATION UNDER SUBSECTION 243(1) OF THE BANKRUPTCY AND
INSOLVENCY ACT, R.S.C. 1985, c. B-3, AS AMENDED, AND SECTION 101 OF THE
COURTS OF JUSTICE ACT, R.S.O. 1990, c. C.43, AS AMENDED**RECEIVER’S CERTIFICATE****RECITALS**

A. Pursuant to an Order of the Honourable ~~[NAME OF JUDGE]~~Justice Parayeski of the Ontario Superior Court of Justice ~~(the "Court")~~ dated ~~[DATE OF ORDER]~~, ~~[NAME OF RECEIVER]~~December 23, 2021, MNP Ltd. was appointed as the receiver (the "Receiver") of ~~the undertaking, certain~~ property and assets and undertakings of ~~[DEBTOR]~~ ~~(the "Debtor")~~.Dundas Retirement Place Inc., Maple Retirement Homes Inc. and 1059244 Ontario Inc. (the "Debtors").

B. Pursuant to an Order of the ~~Honourable Justice Hainey of the Ontario Superior Court of Justice (Commercial List)~~ (the "Court"), dated ~~[DATE]~~,April 30, 2021, the Court approved the ~~agreement of purchase and sale made as of [DATE OF AGREEMENT]~~agreement dated April 20, 2021 (the "Sale Agreement") between the Receiver ~~[Debtor]~~ and ~~[NAME OF PURCHASER]~~LP Hamilton Holdings Inc. (the "Purchaser") and provided for the vesting in the Purchaser of the ~~Debtor's~~Debtors' right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming: (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing ~~as~~ set out in ~~section ● of~~ the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the ~~Transaction~~transaction contemplated by the Sale Agreement has been completed to the satisfaction of the Receiver.

C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing ~~as~~ set out in ~~section ● of~~ the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and
3. The ~~Transaction~~transaction contemplated by the Sale Agreement has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at _____ ~~[TIME]~~ on _____ ~~[DATE]~~, 2021

~~[NAME OF RECEIVER], in its capacity as Receiver of the undertaking, property and assets of [DEBTOR], and not in its personal capacity~~ MNP LTD., SOLELY IN ITS CAPACITY AS THE COURT-APPOINTED RECEIVER ALL OF THE ASSETS, UNDERTAKINGS AND PROPERTIES OF DUNDAS RETIREMENT PLACE INC., MAPLE RETIREMENT HOMES INC. and 1059244 ONTARIO INC. AND NOT IN ITS PERSONAL, CORPORATE OR ANY OTHER CAPACITY

Per: _____

Name: _____

Title: _____

Schedule

1. Schedule 17201-0057 (LT)

PCL 22-1, SEC W 27 (C); LT 22, PL 27; PT LT 23, PL 27, PART 1, 62R9548; CITY OF HAMILTON

2. 17268-0152 (LT)

PT LT 1, CON 2 BARTON, AS IN VM111948; S/T VM203077 HAMILTON

3. 17479-0003 (R)

LOT 8, 9, 10, REGISTRAR'S COMPILED PLAN; PT LOT 11, REGISTRAR'S COMPILED PLAN 1401; DUNDAS CITY OF HAMILTON

Exhibit C – Claims to be deleted and expunged from title to Real Property

Schedule PIN 7201-0057 (LT) – PCL 22-1, SEC W 27 (C); LT 22, PL 27; PT LT 23, PL 27, PART 1, 62R9548; CITY OF HAMILTON

<u>Reg. No.</u>	<u>Date</u>	<u>Instrument Type</u>	<u>Amount</u>	<u>Parties From</u>	<u>Parties To</u>
<u>WE1081587</u>	<u>2015/11/19</u>	<u>Charge</u>	<u>\$2,962,000</u>	<u>1059244 Ontario Inc.</u>	<u>Communication Technologies Credit Union Limited</u>
<u>WE1081588</u>	<u>2015/11/19</u>	<u>No Assgn Rent Gen</u>		<u>1059244 Ontario Inc.</u>	<u>Communication Technologies Credit Union Limited</u>
<u>WE1081632</u>	<u>2015/11/19</u>	<u>Notice</u>		<u>Riverview Pharmacy Inc.</u>	
<u>WE1298847</u>	<u>2018/07/27</u>	<u>Charge</u>	<u>\$4,820,000</u>	<u>1059244 Ontario Inc.</u>	<u>Buduchnist Credit Union Limited</u>
<u>WE1298848</u>	<u>2018/07/27</u>	<u>No Assgn Rent Gen</u>		<u>1059244 Ontario Inc.</u>	<u>Buduchnist Credit Union Limited</u>
<u>WE1298856</u>	<u>2018/07/27</u>	<u>Postponement</u>		<u>Riverview Pharmacy Inc.</u>	<u>Buduchnist Credit Union Limited</u>
<u>WE1430133</u>	<u>2020/05/11</u>	<u>Notice</u>		<u>Riverview Pharmacy Inc</u>	

(EXHIBIT "C" CONTINUES)

PIN 17268-0152 (LT) – PT LT 1, CON 2 BARTON, AS IN VM111948; S/T VM203077
HAMILTON

<u>Reg. No.</u>	<u>Date</u>	<u>Instrument Type</u>	<u>Amount</u>	<u>Parties From</u>	<u>Parties To</u>
<u>VM203078</u>	<u>2002/06/20</u>	<u>Apl (General)</u>		<u>Unicare Inc.</u>	
<u>WE1287510</u>	<u>2018/05/31</u>	<u>Charge</u>	<u>\$2,000,000</u>	<u>Maple Retirement Homes Inc.</u>	<u>Buduchnist Credit Union Limited</u>
<u>WE1287511</u>	<u>2018/05/31</u>	<u>No Assgn Rent Gen</u>		<u>Maple Retirement Homes Inc.</u>	<u>Buduchnist Credit Union Limited</u>

(EXHIBIT "C" CONTINUES)

PIN 17479-0003 (R) – LOT 8, 9, 10, REGISTRAR’S COMPILED PLAN; PT LOT 11, REGISTRAR’S COMPILED PLAN 1401; DUNDAS CITY OF HAMILTON

<u>Reg. No.</u>	<u>Date</u>	<u>Instrument Type</u>	<u>Amount</u>	<u>Parties From</u>	<u>Parties To</u>
<u>VM282000</u>	<u>2015/06/12</u>	<u>Charge</u>	<u>\$3,950,000</u>	<u>Dundas Retirement Place Inc.</u>	<u>Communication Technologies Credit Union Limited</u>
<u>VM282002</u>	<u>2015/06/12</u>	<u>Assignment General</u>		<u>Dundas Retirement Place Inc.</u>	<u>Communication Technologies Credit Union Limited</u>
<u>VM282002</u>	<u>2015/06/12</u>	<u>Postponement</u>	<u>\$2</u>	<u>Riverview Pharmacy Inc.</u>	<u>Communication Technologies Credit Union Limited</u>
<u>VM282130</u>	<u>2016/12/08</u>	<u>Assignment General</u>		<u>Dundas Retirement Place Inc.</u>	<u>Sure Mortgage Capital Inc.</u>
<u>VM282131</u>	<u>2016/12/08</u>	<u>Postponement</u>	<u>\$2</u>	<u>Riverview Pharmacy Inc.</u>	<u>Sure Mortgage Capital Inc.</u>
<u>VM282254</u>	<u>2018/07/27</u>	<u>Charge</u>	<u>\$7,385,000</u>	<u>Dundas Retirement Place Inc.</u>	<u>Buduchnist Credit Union Limited</u>
<u>VM282255</u>	<u>2018/07/27</u>	<u>Assignment General</u>		<u>Dundas Retirement Place Inc.</u>	<u>Buduchnist Credit Union Limited</u>
<u>VM282256</u>	<u>2019/11/18</u>	<u>Postponement</u>		<u>Riverview Pharmacy Inc.</u>	<u>Buduchnist Credit Union Limited</u>
<u>VM282376</u>	<u>2020/08/07</u>	<u>Notice</u>	<u>\$1</u>	<u>Riverview Pharmacy Inc</u>	<u>Dundas Retirement Place Inc.</u>

(END OF EXHIBIT “C”)

**Exhibit D – Permitted Encumbrances, Easements and Restrictive Covenants
related to the Real Property**

(unaffected by the Vesting Order)

SPECIFIC PERMITTED ENCUMBRANCES

**PIN 7201-0057 (LT) – PCL 22-1, SEC W 27 (C); LT 22, PL 27; PT LT 23, PL 27, PART 1,
62R9548; CITY OF HAMILTON**

<u>Reg. No.</u>	<u>Date</u>	<u>Instrument Type</u>	<u>Amount</u>	<u>Parties From</u>	<u>Parties To</u>
<u>62R9548</u>	<u>1988/05/11</u>	<u>Plan reference</u>			
<u>LT388095</u>	<u>1995/08/30</u>	<u>Trans Power Sale</u>			
<u>WE1394885</u>	<u>2019/11/15</u>	<u>Charge</u>	<u>\$1,300,000</u>	<u>1059244 Ontario Inc.</u>	<u>Dapinderjeet Gill, Darshan Gill, Amneet Gill, Jasper Properties Inc., Manjinder Jagdev</u>
<u>WE1394948</u>	<u>2019/11/18</u>	<u>No Assgn Rent Gen</u>	<u>n/a</u>	<u>1059244 Ontario Inc.</u>	<u>Dapinderjeet Gill, Darshan Gill, Amneet Gill, Jasper Properties Inc., Manjinder Jagdev</u>

(EXHIBIT "D" CONTINUES)

PIN 17268-0152 (LT) – PT LT 1, CON 2 BARTON, AS IN VM111948; S/T VM203077
HAMILTON

<u>Reg. No.</u>	<u>Date</u>	<u>Instrument Type</u>	<u>Amount</u>	<u>Parties From</u>	<u>Parties To</u>
<u>VM203077</u>	<u>1995/01/07</u>	<u>Transfer Easement</u>			<u>City of Hamilton</u>
<u>WE101121</u>	<u>1995/01/07</u>	<u>Agreement</u>			<u>City of Hamilton</u>
<u>WE1287509</u>	<u>2018/05/31</u>	<u>Transfer</u>	<u>\$2,000,000</u>	<u>Unicare Inc.</u>	<u>Maple retirement Homes Inc.</u>
<u>WE1287512</u>	<u>2018/05/31</u>	<u>Charge</u>	<u>\$750,000</u>	<u>Maple Retirement Homes Inc.</u>	<u>Life Care Medical Pharmacy Ltd.</u>
<u>WE187513</u>	<u>2018/05/31</u>	<u>No Assgn Rent Gen</u>	<u>n/a</u>	<u>Maple Retirement Homes Inc.</u>	<u>Life Care Medical Pharmacy Ltd.</u>
<u>WE1487281</u>	<u>2021/01/29</u>	<u>Apl Govt Order</u>		<u>City of Hamilton</u>	

(EXHIBIT "D" CONTINUES)

**PIN 17479-0003 (R) – LOT 8, 9, 10, REGISTRAR’S COMPILED PLAN; PT LOT 11,
REGISTRAR’S COMPILED PLAN 1401; DUNDAS CITY OF HAMILTON**

<u>Reg. No.</u>	<u>Date</u>	<u>Instrument Type</u>	<u>Amount</u>	<u>Parties From</u>	<u>Parties To</u>
<u>HL6884</u>	<u>1957/05/17</u>	<u>Transfer</u>	<u>\$1</u>		<u>Wallace C Cattel, Lorna I Cattel</u>
<u>HL106758</u>	<u>1985/10/31</u>	<u>Transfer</u>	<u>\$1</u>		<u>Frank Stecker</u>
<u>HL106758</u>	<u>1959/10/27</u>	<u>Bylaw</u>			
<u>HL109987</u>	<u>1959/11/23</u>	<u>Bylaw</u>			
<u>HL109988</u>	<u>1959/11/23</u>	<u>Bylaw</u>			
<u>HL211498</u>	<u>1962/09/14</u>	<u>Transfer</u>	<u>\$1</u>		<u>Arthur E Rittinger, Anne Rittinger</u>
<u>AB56533</u>	<u>1967/06/29</u>	<u>Transfer</u>	<u>\$1</u>		<u>Wallace C Cattel, Lorna I Cattel</u>
<u>AB87245</u>	<u>1968/04/10</u>	<u>Agreement</u>			
<u>AB300015</u>	<u>1973/07/04</u>	<u>Transfer</u>	<u>\$1</u>		<u>Jerdun Investments Limited, Martin T Jeremias</u>
<u>AB355999</u>	<u>1974/11/05</u>	<u>Transfer</u>	<u>\$1</u>		<u>Jermar Holdings Inc.</u>
<u>62R3008</u>	<u>1976/06/02</u>	<u>Plan Reference</u>			
<u>CD14521</u>	<u>1976/06/14</u>	<u>Cert R Suc Du Act</u>			

CD22847	1976/08/27	Transfer	\$1		James Edward Dunham
62R6246	1982/05/13	Plan Reference			
CD243749	1983/05/04	Agreement	\$1		The Corporation of the City of Dundas
CD243817	1983/05/05	No Appl 1st Reg			
CD335651	1985/11/29	Transfer			Michael Barasevic, Helen Barasevic
CD335652	1985/11/29	Transfer	\$58,500		Michael Barasevic, Helen Barasevic
CD339630	1986/10/10	Transfer	\$160,000		Michael Barasevic, Helen Barasevic
CD506914	1989/04/12	Transfer	\$921,280		Elm Villa Retirement Homes Inc.
VM98744	1991/10/01	Agreement			The Regional Municipality of Hamilton-Wentworth
VM129573	1992/08/21	Release			
62R14692	1998/08/25	Plan Reference			
VM243010	1998/09/02	Transfer	\$2,100,000	Elm Villa Retirement Homes Inc.	1156564 Ontario Inc.
VM243866	1998/12/11	Quit Claim Transfer		Martin T. Jeremias, Harjer Corporation Limited	Elm Villa Retirement Homes Inc
VM243866	1998/12/11	Deposit		William Culver Cattel - Estate	Elm Villa Retirement Homes Inc

VM243868	1998/12/11	Quit Claim Transfer		William Culver Cattel - Estate	Elm Villa Retirement Homes Inc
VM268056	2006/03/21	Articles of Amalg		1156564 Ontario Inc., 12988077 Ontario Inc., 1639133 Ontario Inc.	
VM281792	2013/01/03	Option to Purchase	\$2	2157720 Ontario Inc.	1639133 Ontario Inc.
VM281859	2013/09/04	Declaration s. 25		Owen J. Duguid	
VM281881	2014/01/29	Amalgamation Corp		1639133 Ontario Inc., 1694560 Ontario Inc.	1906267 Ontario Inc.
VM282338	2019/11/18	Charge	\$1,300,000	Dundas Retirement Place Inc.	Dapinderjeet Gill, Darshan Gill, Amneet Gill, Jasper Properties Inc., Manjinder Jagdev

GENERAL PERMITTED ENCUMBRANCES ON ALL PROPERTIES

1. Any municipal by-laws or regulations affecting the Real Property or its use and any other municipal land use instruments including without limitation, official plans and zoning and building by-laws, as well as decisions of the committee of adjustment or any other competent authority permitting variances therefrom, and all applicable building codes;
2. Registered agreements with any municipal, provincial or federal governments or authorities and any public utilities or private suppliers of services, including without limitation, subdivision agreements, development agreements, engineering, grading or landscaping agreements and similar agreements; provided same have been complied with or security has been posted to ensure compliance and completion as evidenced by a letter from the relevant authority or regulated utility;
3. Any unregistered easement, right-of-way, agreements or other unregistered interest of claims not disclosed by registered title provided same does not materially impact the

Purchaser's intended use of the Purchased Assets;

4. Any encroachments or other discrepancies that might be revealed by an up-to-date plan of survey of the Real Property;
5. Such other minor encumbrances or defects in title which do not, individually or in the aggregate, materially affect the use, enjoyment or value of the Real Property or any part thereof, or materially impair the value thereof;
6. Any reservations, limitations, provisos and conditions expressed in the original grant from the Crown as the same may be varied by statute; and
7. The following exceptions and qualifications contained in Section 44(1) of the *Land Titles Act*: paragraphs 7, 8, 9, 10, 12 and 14.

(END OF EXHIBIT "D")

BUDCHINIST CREDIT UNION LIMITED v. DUNDAS RETIREMENT PLACE INC., et al.

Applicant

Respondents

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

Court File No.: CV-20-74570

Commercial List Court File No. _____

ONTARIO
SUPERIOR COURT OF JUSTICE
[COMMERCIAL LIST]

Proceedings commenced at Hamilton

APPROVAL & VESTING ORDER

LOOPSTRA NIXON LLP
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Lawyers for the Receiver

BUDUCHNIST CREDIT UNION LIMITED
Applicant

v.

DUNDAS RETIREMENT PLACE INC., et al
Respondents

Court File No. 31-2663507

Commercial List Court File No.: _____

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

**ONTARIO
 SUPERIOR COURT OF JUSTICE
 [COMMERCIAL LIST]**

Proceeding commenced at **HAMILTON**

MOTION RECORD

*(returnable April 30, 2021 at 12:00noon via "ZOOM"
 videoconference)*

LOOPSRA NIXON LLP

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