

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 March 23, 2021 at 12:30pm via "ZOOM")**

March 15, 2021

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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

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 March 23, 2021 at 12:30 pm, 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://zoom.us/j/96157077297?pwd=TFRUejRVS1hNdTVRUKJlUUhRc0VEQT09> and using the following credentials: Meeting ID: 961 5707 7297, Passcode: FRY1Fb. 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” directing that:
 - (a) these proceedings be transferred to and listed on, and heard by a Judge presiding over, the Commercial List; and
 - (b) all further materials in these proceedings shall be filed with the Commercial List save and except for a requisition to affect the physical transference of the Court file to the Commercial List, which the Receiver shall file forthwith with the Hamilton Office of the Ontario Superior Court of Justice;

2. an Order, substantially in the form attached hereto as Schedule “B”, *inter alia*:
 - (a) approving a sale process for assets, undertakings and properties of the Debtors, including authority to enter into a proposed listing agreement with Seniors Housing Real Estate Group (“**Seniors Housing**”);
 - (b) approving the first report of the Receiver dated March 12, 2021 (the “**First Report**”), including the interim statement of receipts and disbursements included therein;
 - (c) sealing the confidential appendices to the First Report; and
 - (d) approving the fees and disbursements of the Receiver and its counsel through February 28, 2021; 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. these proceedings were commenced under and are proceeding under s. 243 of the *Bankruptcy and Insolvency Act* and there are considerable time pressures and other challenges facing the continuing operation of the business that, if not expeditiously addressed, will impact the Receiver’s mandate, potential recoveries to creditors and the well-being of the residents of the Retirement Homes;

CHALLENGES & REVOCATION ORDERS

4. at the time of the Receiver’s appointment, the Retirement Homes were facing various operational and funding issues;
5. critically, among such issues were existing orders, pre-dating the Receiver’s appointment, issued by the Retirement Home Regulatory Authority (the “**RHRA**”), which provided, *inter alia*, that if the Retirement Homes could not be sold to an approved operator by June 1, 2021, the operating licenses would be revoked (collectively, the “**Revocation Orders**”);

RECEIVER’S GENERAL ACTIVITIES

6. following its appointment, the Receiver assessed the business of the debtors, including an assessment of the Debtors’ existing administrators, employees and third-party staffing arrangements;
7. the Receiver conducted “townhall” meetings with the residents of the Retirement Homes and their families and substitute decision makers to explain the impact of the Receivership, potential sale of the Debtors’ business and anticipated paths forward;
8. the Receiver worked with the RHRA, the City of Hamilton and other stakeholders to address various issues, and continues to do so;

9. in addition to regularizing operations, addressing various incidents and fulfilling reporting obligations to the RHRA, the Receiver also identified Yvonne Dobronyi as a qualified manager of the Debtors' operations and negotiated and entered into independent contractor agreement, naming Yvonne Dobronyi, as Vice President of Operations of the Debtors' undertakings, commencing April 1, 2021;
10. the Receiver continues to oversee the Debtors' operations to ensure the health and safety of the residents and compliance with all RHRA requirements;

PROPOSED SALES PROCESS

11. in furtherance of its mandate to realize on the assets and to comply with the Revocation Orders that the Retirement Homes be sold, the Receiver commissioned a property condition report and requested proposals from qualified brokers for the marketing and sale of the Debtors' assets, properties and undertakings;
12. after a number of broker interviews, as well as consultations with the senior secured lender (Buduchnist Credit Union), the RHRA and various market players, the Receiver identified Seniors Housing as the broker with the best proposal and experience to market assets, undertakings and properties of the Debtors;
13. in addition, Seniors Housing agreed to commence – and has commenced – preliminary work in advance of this motion for approval of its engagement, to ensure that the necessary due diligence materials are ready and the marketing and sale process can start immediately following Court approval (should it be granted);
14. the Receiver negotiated the broker agreement with Seniors appended to the First Report (the “**Broker Agreement**”) and seeks approval of the same, together with the marketing and sale process for assets, undertakings and properties of the Debtors as detailed in the First Report (the “**Sales Process**”), which, in summary, provides for;
 - (a) entering into the Broker Agreement and commencing the Sales Process immediately following Court approval thereof;
 - (b) the identification and solicitation of interested parties;
 - (c) marketing of the opportunity through the Senior Housing's network and publicly;

- (d) comprehensive marketing materials, including an offering memorandum, comprising relevant due diligence materials to be accessible by interested parties who sign confidentially and non-disclosure agreements;
 - (e) a bid start date five weeks following Court approval (tentatively April 27, 2021) – being the first date on which offers will be considered;
 - (f) a sale on an “as is, where is” basis, conditional on (i) the final Court approval and (ii) the approval of RHRA of the transfer of the Debtors’ licenses to the purchaser; and
 - (g) a closing as soon as possible after the negotiation of a binding agreement, approval of the Court and approval of the license transfer by RHRA;
15. the Sales Process is appropriate in the circumstances and will allow the Receiver to market the Retirement Homes in a manner consistent with prevailing commercial practice with a view to serving the interest of the economic stakeholders, RHRA and the residents;

APPROVAL OF FIRST REPORT AND ACTIVITIES

16. the Receiver has undertaken the activities, which are further detailed in the First Report, in accordance with the terms of the Appointment Order;
17. the First 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;

APPROVAL OF FEES AND DISBURSEMENTS

18. the Receiver’s fees, including the fees and fee accrual of its legal counsel, as set out in the First Report, are fair and reasonable;

TRANSFER OF PROCEEDINGS

19. counsel was previously advised by Justice Hainey that the transfer of these proceedings to the Commercial List is approved and the Receiver is of the view the same is appropriate as, not only because this matter proceeding by way of receivership under Section 243 the BIA, but also because of the need to have access to the expertise of the Commercial List

Judges and expediency of the Commercial List process to address the sales process, any operational challenges that may arise over the course of the sales process, the potential need to respond to any COVID-19 related issues that may impact the residents, and any concerns the RHRA may have;

20. BCU and RHRA support the transfer, the respondents have consented and, to the best of the Receiver's knowledge, no party opposes the transfer and no party would be prejudiced by the same;

OTHER GROUNDS

21. the other grounds set out in the First Report;

22. the Consolidated Practice Direction Concerning the Commercial List and the inherent equitable jurisdiction of the Court;

23. rules 1.04, 2.03, 3.02, 16.08 and 37 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194;

24. section 100 of the *Courts of Justice Act*, R.S.O. 1990, c. C-43;

25. sections 243, 249 and 250 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3;

26. the *Bankruptcy and Insolvency General Rules*, C.R.C., c. 368;

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

DATE: March 12, 2021

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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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TAB 1A

Commercial List Court File No.: _____

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

THE HONOURABLE) TUESDAY, THE 23rd DAY
)
JUSTICE <*>) OF MARCH, 2021

BUDUCHINIST 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 affidavit of <*> sworn March <*>, 2021:

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.

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

Applicant

Respondents

Court File No.: CV-20-74570

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

Proceedings commenced at Hamilton

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

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TAB 1B

Commercial List Court File No.: _____

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

THE HONOURABLE) TUESDAY, THE 23rd DAY
)
JUSTICE <*>) 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
(Approval of Sale Process & Administrative Order)**

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 affidavit of <*> sworn March <*>, 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 Sale Process (as defined in the First Report) is hereby approved and that the Receiver is hereby authorized and directed to enter into the Broker Agreement (as defined in the First Report) and to market the assets, properties and undertakings of the Debtors in accordance with the terms of the Sale Process and Broker Agreement, subject to the Court's approval of the terms of any agreement of purchase and sale arising therefrom.
3. 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.

4. 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.

5. 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 the Sale Process or further order of the Court.

6. THIS COURT ORDERS that this Order is effective from today’s date and is not required to be entered.

BUDUCHNIST CREDIT UNION LIMITED

Applicant

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

Court File No. CV-20-74570

ONTARIO
SUPERIOR COURT OF JUSTICE
PROCEEDING COMMENCED AT
HAMILTON

ORDER

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Lawyers for MNP Ltd., Court-appointed 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**

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

DATED MARCH 14, 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 Court’s December 23, 2020 Court 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 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>.
4. Each of the Companies’ sole 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)
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PURPOSE OF THIS REPORT

5. The purpose of this report (the “**Report**”) is to, *inter alia*,
- i) describe the Receiver’s activities since the Date of Appointment;
 - ii) provide the Court with the Receiver’s comments and recommendations on a sales process, as described herein (the “**Sale Process**”) for the Retirement Homes including the engagement of Seniors Housing Real Estate Group, a division of Royal LePage Real Estate Services Ltd. (“**Seniors Housing**”) as the listing agent for the Retirement Homes;
 - iii) support the request that this Court issue orders, *inter alia*:
 - a. approving the Sale Process and authorizing the Receiver to enter into the listing agreements (the “**Broker Agreements**”) with Seniors Housing, a copy of each being attached as **Appendix “B”**;
 - b. the sealing of confidential appendices to the Report;
 - c. approving the Receiver’s activities to date, including the Receiver’s Interim Statement of Receipts and Disbursements;
 - d. approving the Receiver’s interim fees and disbursements, including the fees and disbursements of Loopstra Nixon LLP (“**Loopstra Nixon**”), its independent counsel;
 - e. transferring these proceedings to the Commercial List; and
 - f. such other relief as the Court deems just.

TERMS OF REFERENCE

6. In preparing this 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;
 - v. information provided by Seniors Housing; and
 - vi. information otherwise made available or provided to the Receiver and/or its counsel.

(Collectively, referred to as the “**Information**”)
7. Except as described in this 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.
8. 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

Statutory Reporting and Compliance

9. Following its appointment, the Receiver undertook the following statutory reporting and compliance activities:
 - i. Reviewed the Appointment Order for specific responsibilities and duties;
 - ii. Obtained information to prepare, file and serve on the creditors the notices (the “**Notices**”) under Subsections 245(1) and 246(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “**BIA**”);
 - iii. Posted the Notices, the Application and the Appointment Order on the Case Website;

Taking Possession and Control

10. Following its appointment, the Receiver undertook the following activities:
 - i. on December 23, 2020, the Receiver advised the Royal Bank of Canada (“RBC”), the Retirement Homes’ banker, of the Receiver’s appointment and served it with a copy of the Appointment Order;
 - ii. opened trust accounts at RBC in the name of the Receiver;
 - iii. toured the Retirement Homes;
 - iv. arranged with critical suppliers for the continued supply of goods and services, including the supply of food, utilities and personal protective equipment;
 - v. met with the Retirement Homes’ employees;
 - vi. held a town hall meeting with family members of the Retirement Homes’ residents;
 - vii. consulted from time to time with stakeholders in respect to the administration of the receivership, including as detailed below, representatives of the City of Hamilton and Retirement Homes Regulatory Authority (“RHRA”);
 - viii. managed the receipts and disbursements related to the operation of the Retirement Homes;
 - ix. implemented internal controls over receipts, disbursements, purchases, etc.;
 - x. communicated with the Retirement Homes insurance broker and arranged for ongoing insurance coverage, including the renewal of insurance in respect of two of the Retirement Homes;
 - xi. communicated with Rafik Lotfi of Riverview Pharmacy 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; and
 - xii. requested production of and access to certain books, records and documents relating to the Companies’ and the business of the Retirement Homes.

Operational Issues

Communications with Regulators

RHRA

12. 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.
13. The Receiver subsequently requested from RHRA an extension to the Original Sale Deadline, to among other things:
 - i. stabilize and continue to improve the operations at the Retirement Homes;
 - ii. finalize the Sale Process;
 - iii. assess the possibility of and, if successful, finalize an agreement with a party to oversee and manage the Retirement Homes;
 - iv. put in place further assurances to the satisfaction of RHRA; and
 - v. obtain Court approval of the Sale Process.
14. After assessing the situation, RHRA extended the Original Sale Deadline first to July 1, 2021 and then to August 1, 2021 (the "**Current Sale Deadline**") and has also determined that the Receiver may act as if it were the Licensee under Subsection 46(3) of the RHA until August 1, 2021.
15. The Appointment Order provided that:

"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.”

16. On the Date of Appointment, the Receiver retained MNP LLP to carry out the review contemplated by the Appointment Order. MNP LLP’s activities have included:
 - i. conducting initial interviews with the Administrators of each of the Retirement Homes;
 - ii. reviewing of documentation and previous compliance reports;
 - iii. carrying out site inspections of the Retirement Homes;
 - iv. identifying initial, high-priority health and safety issues and action plans to resolve these issues;
 - v. conducting regular meetings with the administrators employed at the Retirement Homes;
 - vi. ensuring overall compliance and liaising closely with the Receiver;
 - vii. identifying and mitigating urgent health and safety risks;
 - viii. ensuring required COVID-19 prevention and mitigation measures are in place;
 - ix. monitoring and reviewing preparations and procedures if a COVID-19 outbreak occurs at one of the Retirement Homes; and
 - x. ongoing contact with the administrators employed at the Retirement Homes to assist in dealing with health and safety issues as they arise.

17. Since the Date of Appointment, the Receiver has issued two reporting letters to RHRA, dated January 7, 2021 and February 10, 2021, which detailed, among other things, the Receiver's plan specifying how it intended to manage the operations of the Retirement Homes. The Receiver has also communicated regularly with representatives of RHRA with respect to the status of the receivership and the operations of the Retirement Homes. The Retirement Homes have been subject to periodic site visits by RHRA inspectors. While the Retirement Homes have largely complied with their obligations under the RHA, RHRA has recently issued a draft report to the Receiver and Dundas citing some corrective action is required at that location only. The Receiver is considering RHRA's findings and the appropriate remedial steps to implement in respect thereto.
18. The Receiver anticipates that, should the Sale Process proposed herein be approved, it will engage RHRA in a discussion around the possibility of extending the Current Sale Deadline so as to help facilitate the Sale Process and increase the probability of a successful outcome for the stakeholders, including the many residents of the Retirement Homes.

Appointment of Vice President Operations/Manager

19. As noted above, in seeking the extension of the Original Sale Deadline, the Receiver advised RHRA that it was contemplating the hiring of a manager. The scope of the manager's mandate is to, *inter alia*:
 - i. Execute the plans, strategies and budgets established by the Receiver for the Retirement Homes;
 - ii. Provide leadership for the Administrators (and, as necessary, for staff and third-party contractors) operating the Retirement Homes and on-going management support to ensure the integrity of the operations;
 - iii. Provide the Receiver assistance with the requirements of the RHRA in respect of the Retirement Homes;
 - iv. Assist with a strategy to recruit and train qualified staff so-as to reduce the reliance on third party staffing agencies;

- v. Assist in the facility maintenance strategy and work plans to ensure that fire and life safety systems and preparedness is maintained at the Retirement Homes;
 - vi. Oversee the food service operations at the Retirement Homes to ensure quality and reliability; and
 - vii. Assist wherever possible with all other day to day operations activities.
20. On March 9, 2021, after carrying out a search for a manager, the Receiver entered into an Independent Contractor Agreement with Yvonne Dobronyi (“**Yvonne**”), whereby Yvonne will serve as the Vice President of Operations of the Retirement Homes. Yvonne has extensive experience providing consulting services to the seniors housing industry. Given the COVID-19 restrictions prohibiting workers from working in multiple facilities, Yvonne will be a resource to each of the Retirement Homes but will work remotely or at Dundas. Yvonne starts in this role on April 1, 2021.
21. Yvonne’s services include those services currently being provided to the Receiver by the Consultant. Accordingly, the Receiver contemplates a scaling back of the Consultant’s involvement.
22. BCU supports Yvonne’s appointment.

City of Hamilton/Public Health

23. Prior to the receivership, the City of Hamilton had a program in place to provide subsidies to the Retirement Homes in respect of certain qualifying tenants. On January 12, 2021, the Director of Housing Services Division of the City of Hamilton, after being informed of the receivership by counsel for the Retirement Homes, directed correspondence to advise that “save for exigent circumstances, the City will no longer support the admission of any NEW tenants at any of the homes associated with the Martino group and will only pay subsidies for current approved tenants. To be clear, if any current tenants vacate any of these homes, the City does not anticipate approving subsidies for any new tenants”.

24. Subsequently, the Receiver has engaged in discussions with representatives of the City of Hamilton to keep them apprised of the status of the receivership.
25. Additionally, prior to and during the receivership, the City of Hamilton has conducted periodic inspections of the Retirement Homes and required certain repairs or maintenance be attended to. As will be discussed in more detail in the Repairs and Maintenance section below, the Receiver has taken remedial steps to resolve the concerns expressed by the City of Hamilton inspectors in respect of the condition of the Retirement Homes.
26. Hamilton Public Health Services recently attended to the Retirement Homes to provide to all of the residents and staff their first COVID-19 vaccinations. Yvonne advises the Receiver that she has had two (2) COVID shots.

Building Condition Assessment

27. The Receiver sought to obtain a building condition evaluation (the “BCE”) of the Retirement Home from Pinchin Ltd., a well-recognized expert in this industry. The BCE was delayed due to the restrictions imposed by COVID-19, as no on-site inspection could proceed. The BCE is a critical piece of information, both in terms of the Receiver’s ability to pre-emptively address any issues related to the mechanical systems at the Retirement Homes, but also as an integral part of marketing the properties for sale, as the BCE forms a critical part of due diligence to be conducted by potential purchasers of the Retirement Homes.
28. Pinchin Ltd. attended to the Retirement Homes on February 24, 2021 to conduct the BCE and is in midst of preparing its written report. On that date, Pinchin Ltd. also carried out a Phase I environmental assessment of each of the Retirement Homes. The BCE and Phased I will, upon completion, be provided to interested parties in the Sale Process, through the data room referenced below.

Repairs and Maintenance

29. Notwithstanding the lack of the BCE, soon after the Date of Appointment, the Receiver was made aware of, or identified the following repairs and maintenance issues:

- i. On December 30, 2020, the Receiver was informed of the City of Hamilton's Notice of Contravention, dated November 11, 2020 issued to Maple requiring it repair or replace worn or stained carpet in the hallways and stairwells. The City of Hamilton had provided Maple until December 31, 2020 to remediate the issue. On January 4, 2020, the City of Hamilton reattended to Maple and found the property did not meet the standard prescribed by the by-laws. The Receiver spoke with the representatives of the City of Hamilton and advised it of the receivership. The City of Hamilton subsequently issued a fresh order requiring that the flooring repairs or replacement be completed by January 26, 2021. The Receiver sought and obtained an extension of time to comply with this order in order to permit it time to source an acceptable contractor and to comply with the restrictions imposed by COVID-19. This flooring replacement, now well underway, will likely be completed by mid-March, 2021.
 - ii. The Consultant also advised the Receiver that the carpet at Northview poses a safety risk. Notwithstanding that Northview is not subject to an order compelling it to replace the flooring, the Receiver is retaining the same flooring contractor used to replace Maple's flooring to complete this work at Northview. The Receiver anticipates the flooring replacement to start in late March, 2021, after the work at Maple is completed.
 - iii. On January 8, 2021, the Hamilton Fire Department issued an Inspection Order requesting minor building repairs. The Receiver subsequently carried out these repairs.
 - iv. The Receiver has replaced two defective furnaces at Northview; the first replacement was installed on January 22, 2021 and the second in February 2021.
 - v. The boiler at Montgomery and the elevator at Dundas have required ongoing servicing, including the supply and installation of replacement parts.
30. The BCE may identify other areas of deferred maintenance requiring the Receiver's attention.

ENGAGEMENT OF LISTING BROKER

31. The Receiver contacted five (5) prominent commercial real estate brokerage firms, namely CBRE Limited (“**CBRE**”), John A. Jensen Realty Inc. (“**Jensen**”), Seniors Housing, Colliers International and Blair Blanchard Stapleton Limited (“**BBS**”) to determine whether they were interested in submitting a marketing proposal to the Receiver in respect of the sale of the Retirement Homes. CBRE and Jensen each declined the invitation to submit a proposal. Colliers, Seniors Housing and BBS each submitted a marketing proposal to the Receiver, copies of which are attached as **Confidential Appendices “1”, “2” and “3”**, respectively. The following table compares certain terms and conditions governing the proposed listing:

	Colliers	Seniors Housing	BBS
Listing Term	6 months	6 months	6 months
Commission	4% of selling price	4% of selling price	3% of selling price; 4% if there is a cooperating broker involved
Formal Reporting	On a scheduled basis	Verbal	Bi-weekly written reports

32. The Receiver has met virtually with representatives of each of BBS, Colliers and Seniors Housing to further consider their approaches to selling the Retirement Homes, and the Receiver is confident that each of the brokerages have the qualifications required to properly market the Property. The Receiver narrowed the field to Colliers or Seniors Housing, as each of these brokerages specializes in the sale of retirement homes. Both Seniors Housing and Colliers recommended an unpriced offering.
33. The Receiver recommends listing the Retirement Homes with Seniors Housing for the following reasons:
- i. Seniors Housing deals exclusively in the sale of all types of seniors housing assets and retirement homes across Canada;

- ii. Seniors Housing is suggesting an unpriced offering, coupled with offers not being accepted until a dedicated bid start date (after which prospective parties could submit offers), as a means of creating urgency and maximizing recoveries;
- iii. Seniors Housing has been successful in closing the sale of 20 seniors' residences, including independent living, assisted living and retirement homes and presently has twelve (12) such properties currently listed for sale; and
- iv. Seniors Housing's practice is the best fit given the nature of the business and assets to be sold.

SALES PROCESS

34. The Sale Process contemplates the following:

	Proposed Activities
<p>Pre-Marketing Stage</p> <p>To be completed immediately upon Court approval of the Broker Agreements</p>	<ul style="list-style-type: none"> • Assemble due diligence materials, including photographs of the Retirement Homes. • Preparation of marketing materials, including offering memorandum, which will include professional photographs of the subject properties, all relevant property information including proformas and or income statements (provided by sellers), feasibility studies if applicable and all other details pertaining to the subject properties. This will be sent either electronically or by colour printed hard copy to all potential and pre-qualified Buyers who have executed upon a Non-Disclosure and Confidentiality Agreement. • Execution of the Broker Agreements.
<p>Marketing and Due</p>	<ul style="list-style-type: none"> • Broadcasting the properties details and availability to

Proposed Activities	
<p>Diligence Stage</p> <p>To be commenced immediately upon Court approval of the Broker Agreements</p>	<p>Seniors Housing National and International Buyer Partners utilizing an email marketing campaign. Prospects will be drawn from Seniors Housing’s vast database which includes: Private Equity Groups, Institutional Buyers and Foreign Investment Groups (specifically from the U.S., Asia, Central and Western Europe).</p> <ul style="list-style-type: none"> • Social media advertising. • Site tours and in-person presentations provided the attendees, among other things, are properly screened before entering. • Provide form of agreement of purchase and sale for submission of bid.
<p>Bid Start Date</p> <p>(Five (5) weeks from Court approval of the Broker Agreements – tentatively April 27, 2021)</p>	<ul style="list-style-type: none"> • This represents the first date on which prospective purchasers may submit offers to ensure that sufficient time is provided for the Retirement Homes to be offered broadly before offers will be received.
<p>Offer Consideration & Execution of Agreement of Purchase and Sale</p>	<ul style="list-style-type: none"> • Following selection of bid, refine pricing and deal terms, as appropriate, and execute agreement of purchase and sale, conditional on RHRA approval and final Court approval. • The timing of closing of a sale will be dependent on, among other things, RHRA approval of the buyer.
<p>RHRA Approval</p> <p>To commence as soon</p>	<ul style="list-style-type: none"> • Following execution of an agreement, proposed purchaser to apply to RHRA for approval of transfer of operating

	Proposed Activities
as a possible following execution of agreement of purchase and sale.	licences <ul style="list-style-type: none">• Receiver to support RHRA and proposed purchaser in such application.
Court Approval Motion to be made as soon as possible after RHRA approval or concurrently, in consultation with RHRA.	<ul style="list-style-type: none">• Application by Receiver for approval and vesting order in respect of the proposed transaction.
Closing <u>As soon as possible after Court Approval</u>	<ul style="list-style-type: none">• Receiver to conclude transaction with selected purchaser.

35. The Receiver recommends that the Court issue an order approving the Sale Process for the following reasons:

- i) Seniors Housing's team has extensive experience selling seniors' residences and its commission structure is consistent with market rates;
- ii) BCU supports the engagement of Seniors Housing and the proposed Sale Process;
- iii) bids will only be accepted after the Bid Start Date, thereby ensuring that interested parties are given sufficient time to learn of the opportunity and carry out due diligence before being permitted to submit a bid. This approach

ensures that the Sale Process is fair and canvasses the market broadly in order to obtain the highest and best price;

iv) no delay is expected to commence the process – Seniors Housing has commenced work on preparing due diligence materials and marketing materials are expected to be prepared by the return date of the motion to seek approval of the Sale Process;

v) RHRA does not object to the Sale Process; and

vi) the timelines contemplated by the Sale Process are designed to balance the limitations imposed by the Current Sale Deadline with the objective of running an open and fair Sale Process and maximizing recoveries.

36. As discussed above Riverview Pharmacy has a contract in place in respect of the supply of pharmaceutical products to Dundas and Northview under the terms of a Residential Care Facilities License Agreement, dated April 12, 2016. Such contract is a contractual right vis-à-vis Dundas and Northview and will not factor in the Sale Process. However, Riverview Pharmacy appears to have a registered right of first refusal in respect of the sale of Dundas and Northview. The Receiver is investigating further and, if valid, the Receiver will provide Riverview Pharmacy with the opportunity to exercise its right. Regardless, the Receiver is in contact with Riverview Pharmacy and will provide Riverview with full notice of the Sale Process.

SEALING OF CONFIDENTIAL INFORMATION

37. The Receiver is of the view that the listing proposals included in the Confidential Appendices should be filed with the Court on a confidential basis and sealed as the document contains information regarding the estimated value of the Retirement Homes, which, if made public, may influence the value of the offers submitted in the Sale Process. The Receiver does not believe that any party will be prejudiced if the information is sealed at this time. Accordingly, the Receiver believes the proposed sealing order is appropriate.

STATEMENT OF RECEIPTS AND DISBURSEMENTS

38. The Receiver has prepared a statement of receipts and disbursements for the Retirement Homes (the “**R&D**”) showing all receipts and disbursements from the Date of Appointment through March 3, 2021. A copy of the R&D is attached as **Appendix “C”**.
39. The R&D reflects receipts over disbursements of \$224,291. Notwithstanding the surplus of funds currently available and having regard to the Receiver’s unpaid commitments, the Receiver anticipates having to borrow funds pursuant to Receiver’s Certificates in order to support ongoing operations, including the funding of: (i) capital expenditures; (ii) Yvonne’s compensation; and (iii) the BCE and environmental assessment. Subject to receiving the BCE and/or additional capital expenditures becoming necessary, the Receiver expects those borrowing will be within the \$200,000 borrowing limit referenced at paragraph 24 of the Appointment Order.
40. Included in the receipts is \$60,000 received pursuant to the Canada Emergency Business Account (“**CEBA**”), with each of Dundas, Maple and Northview receiving \$20,000. Under the launch of the CEBA, eligible businesses were entitled to apply for zero-interest loans up to \$40,000 where they had experienced diminished revenues due to COVID-19. In the fall of 2020, the CEBA was expanded by providing eligibility for a further \$20,000 loan. Each of the Retirement Homes applied for the additional \$20,000 CEBA loan prior to the Date of Appointment.

PROFESSIONAL FEES AND DISBURSEMENTS

41. Pursuant to Paragraph 21 of the Appointment Order, the Receiver and counsel to the Receiver shall be paid their reasonable professional fees in each case at their standard rates and charges and the Receiver and counsel to the Receiver have been granted 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 as security for payment of the professional fees (the “**Receiver’s Charge**”).
42. Pursuant to Paragraphs 22 and 23 of the Appointment Order, the Receiver and Loopstra Nixon shall pass their legal accounts as referred to this Court and is at liberty, from time

to time, to apply reasonable amounts, out of the monies in its hands, against the professional fees, incurred at the normal rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its professional fees when and as approved by the Court.

Receiver's Fees and Disbursements

43. The Receiver has issued an invoice covering its fees and disbursements for the period from September 3, 2020 to February 28, 2021, totalling \$150,967.70, exclusive of disbursements and HST. Attached as **Appendix "D"** is the affidavit of Sheldon Title sworn March 14, 2021 describing the aforementioned fees of the Receiver.

Legal Fees and Disbursements

44. Loopstra Nixon has issued three (3) invoices covering its fees and disbursements for the period September 27, 2020 to February 28, 2021 totalling \$30,902.50, exclusive of HST. Attached as **Appendix "E"** is the affidavit of Thomas Lambert sworn March 10, 2021 describing the aforementioned fees and disbursements of Loopstra Nixon.
45. It is the Receiver's opinion that the fees and disbursements of Loopstra Nixon as described in the affidavit of Thomas Lambert are fair and reasonable and justified in the circumstances, and accurately reflect the work done on behalf of the Receiver by Loopstra Nixon.

TRANSFER OF PROCEEDINGS TO THE COMMERCIAL LIST

46. The Receiver understands from its counsel that the transfer of this matter has been discussed informally with Justice Hainey and was approved by His Honour to be transferred from the Hamilton Court to the Commercial List, where another receivership of a related retirement home has already been heard. The Receiver understands that such transfer will be formalized by way of a transfer order to be issued at the pending motion to the Commercial List and is of the view such a transfer is appropriate as, not only because this matter proceeding by way of receivership under Section 243 the BIA, but also because of the need to have access to the expertise of the Commercial List Judges

and expediency of the Commercial List process to address the Sale Process, any operational challenges that may arise over the course of the Sale Process, the potential need to respond to any COVID-19 related issues that may impact the residents, and any concerns the RHRA may have.

47. BCU and RHRA support the transfer to the Commercial List. The respondents have consented to the same through counsel. To the best of the Receiver's knowledge, no party opposes the transfer and no party would be prejudiced by the same.

CONCLUSION AND RECOMMENDATION

48. Based on the foregoing, the Receiver respectfully recommends that the Court make an order granting the relief detailed in paragraph 5 iii).

All of which is respectfully submitted on this 14th day of March, 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.

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

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Three Robert Speck Parkway
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Lawyers for the Applicant
BUDUCHNIST CREDIT UNION LIMITED

TAB 2B



Appendix "B"

Listing Agreement – Commercial

Seller Representation Agreement

Authority to Offer for Sale

Form 520
for use in the Province of Ontario

This is a Multiple Listing Service® Agreement  OR This Listing is Exclusive 
(Seller's Initials) (Seller's Initials)

BETWEEN:
BROKERAGE: **Royal LePage Real Estate Services Ltd, Brokerage**

4025 Yonge Street Toronto, ON suite 103 (the "Listing Brokerage") Tel. No. **416-487-4311**

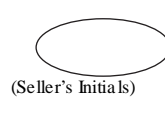
SELLER: Northview - MNP Ltd., in its capacity as Court-appointed Receiver of 1059422 Ontario Inc. (the "Seller")

In consideration of the Listing Brokerage listing the real property for sale known as **19 Aikman Ave, Hamilton, ON** (the "Property")

the Seller hereby gives the Listing Brokerage the **exclusive and irrevocable** right to act as the Seller's agent,

commencing at 12:01 a.m. on the day of, 20**21**


until 11:59 p.m. on the day of, 20**21** (the "Listing Period"),

Seller acknowledges that the length of the Listing Period is negotiable between the Seller and the Listing Brokerage and, if an MLS® listing, may be subject to minimum requirements of the real estate board, however, in accordance with the Real Estate and Business Brokers Act, 2002, (REBBA), if the Listing Period exceeds six months, the Listing Brokerage must obtain the Seller's initials. 

to offer the Property for sale at a price of:

..... **One** Dollars (\$CDN)\$ **1**


and upon the terms particularly set out herein, or at such other price and/ or terms acceptable to the Seller. It is understood that the price and/ or terms set out herein are at the Seller's personal request, after full discussion with the Listing Brokerage's representative regarding potential market value of the Property.

The Seller hereby represents and warrants that the Seller is not a party to any other listing agreement for the Property or agreement to pay commission to any other real estate brokerage for the sale of the property. 

1. DEFINITIONS AND INTERPRETATIONS: For the purposes of this Agreement ("Authority" or "Agreement"):
"Seller" includes vendor and a "buyer" includes a purchaser or a prospective purchaser. A purchase shall be deemed to include the entering into of any agreement to exchange, or the obtaining of an option to purchase which is subsequently exercised, or the causing of a First Right of Refusal to be exercised, or an agreement to sell or transfer shares or assets. "Real property" includes real estate as defined in the Real Estate and Business Brokers Act (2002). The "Property" shall be deemed to include any part thereof or interest therein. A "real estate board" includes a real estate association. Commission shall be deemed to include other remuneration. This Agreement shall be read with all changes of gender or number required by the context. For purposes of this Agreement, anyone introduced to or shown the Property shall be deemed to include any spouse, heirs, executors, administrators, successors, assigns, related corporations and affiliated corporations. Related corporations or affiliated corporations shall include any corporation where one half or a majority of the shareholders, directors or officers of the related or affiliated corporation are the same person(s) as the shareholders, directors, or officers of the corporation introduced to or shown the Property.

2. COMMISSION: In consideration of the Listing Brokerage listing the Property for sale, the Seller agrees to pay the Listing Brokerage a commission of **4** % of the sale price of the Property **or plus HST**

for any valid offer to purchase the Property from any source whatsoever obtained during the Listing Period and on the terms and conditions set out in this Agreement **OR** such other terms and conditions as the Seller may accept.

INITIALS OF LISTING BROKERAGE:  **INITIALS OF SELLER(S):** 

The Seller authorizes the Listing Brokerage to co-operate with any other registered real estate brokerage (co-operating brokerage), and to offer to pay the co-operating brokerage a commission of n/a % of the sale price of the Property or n/a out of the commission the Seller pays the Listing Brokerage.

The Seller further agrees to pay such commission as calculated above if an agreement to purchase is agreed to or accepted by the Seller or anyone on

~~the Seller's behalf~~ within 180 days after the expiration of the Listing Period (**Holdover Period**), so long as such agreement is with anyone who was introduced to the Property from any source whatsoever during the Listing Period or shown the Property during the Listing Period. If, however, the offer for the purchase of the Property is pursuant to a new agreement in writing to pay commission to another registered real estate brokerage, the Seller's liability for commission shall be reduced by the amount paid by the Seller under the new agreement.

~~The Seller further agrees to pay such commission as calculated above even if the transaction contemplated by an agreement to purchase agreed to or accepted by the Seller or anyone on the Seller's behalf is not completed, if such non-completion is owing or attributable to the Seller's default or neglect, said commission to be payable on the date set for completion of the purchase of the Property.~~

Any deposit in respect of any agreement where the transaction has been completed shall first be applied to reduce the commission payable. Should such amounts paid to the Listing Brokerage from the deposit or by the Seller's solicitor not be sufficient, the Seller shall be liable to pay to the Listing Brokerage on demand, any deficiency in commission and taxes owing on such commission.

In the event the buyer fails to complete the purchase and the deposit or any part thereof becomes forfeited, a awarded, directed or released to the Seller, the Seller then authorizes the Listing Brokerage to retain as commission for services rendered, ~~fifty (50%) per cent of the amount of the said deposit forfeited, awarded, directed or released to the Seller (but not to exceed the commission payable had a sale been consummated) and to pay the balance of the deposit to the Seller.~~ as agreed to by the parties or as determined by the Ontario Superior Court of Justice.

All amounts set out as commission are to be paid plus applicable taxes on such commission.

REPRESENTATION: The Seller acknowledges that the Listing Brokerage has provided the Seller with written information explaining agency relationships, including information on Seller Representation, Sub-agency, Buyer Representation, Multiple Representation and Customer Service. The Seller understands that unless the Seller is otherwise informed, the co-operating brokerage is representing the interests of the buyer in the transaction. The Seller further acknowledges that the Listing Brokerage may be listing other properties that may be similar to the Seller's Property and the Seller hereby consents to the Listing Brokerage acting as an agent for more than one seller without any claim by the Seller of conflict of interest. Unless otherwise agreed in writing between Seller and Listing Brokerage, any commission payable to any other brokerage shall be paid out of the commission the Seller pays the Listing Brokerage.

The Seller hereby appoints the Listing Brokerage as the Seller's agent for the purpose of giving and receiving notices pursuant to any offer or agreement to purchase the Property.

MULTIPLE REPRESENTATION: The Seller hereby acknowledges that the Listing Brokerage may be entering into buyer representation agreements with buyers who may be interested in purchasing the Seller's Property. In the event that the Listing Brokerage has entered into or enters into a buyer representation agreement with a prospective buyer for the Seller's Property, the Listing Brokerage will obtain the Seller's written consent to represent both the Seller and the buyer for the transaction at the earliest practical opportunity and in all cases prior to any offer to purchase being submitted or presented.

The Seller understand and acknowledges that the Listing Brokerage must be impartial when representing both the Seller and the buyer and equally protect the interests of the Seller and buyer. The Seller understands and acknowledges that when representing both the Seller and the buyer, the Listing Brokerage shall have a duty of full disclosure to both the Seller and the buyer, including a requirement to disclose all factual information about the Property known to the Listing Brokerage.

However, the Seller further understands and acknowledges that the Listing Brokerage shall not disclose:

- that the Seller may or will accept less than the listed price, unless otherwise instructed in writing by the Seller;
- that the buyer may or will pay more than the offered price, unless otherwise instructed in writing by the buyer;
- the motivation of or personal information about the Seller or buyer, unless otherwise instructed in writing by the party to which the information applies or unless failure to disclose would constitute fraudulent, unlawful or unethical practice;
- the price the buyer should offer or the price the Seller should accept; and
- the Listing Brokerage shall not disclose to the buyer the terms of any other offer.

However, it is understood that factual market information about comparable properties and information known to the Listing Brokerage concerning potential uses for the Property will be disclosed to both Seller and buyer to assist them to come to their own conclusions.

Where a Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be entitled or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices.

MULTIPLE REPRESENTATION AND CUSTOMER SERVICE: The Seller understands and agrees that the Listing Brokerage also provides representation and customer service to other sellers and buyers. If the Listing Brokerage represents or provides customer service to more than one seller or buyer for the same trade, the Listing Brokerage shall, in writing, at the earliest practicable opportunity and before any offer is made, inform all sellers and buyers of the nature of the Listing Brokerage's relationship to each seller and buyer.

INITIALS OF LISTING BROKERAGE:

INITIALS OF SELLER(S):

provided that a transaction is completed.

Such commission is payable only once the full selling price have been received by the Seller.

shall be held by the Seller's solicitor. a successful

after payment of any direct expenses of the transaction.

4. **REFERRAL OF ENQUIRIES:** The Seller agrees that during the Listing Period, the Seller shall advise the Listing Brokerage immediately of all enquiries from any source whatsoever, and all offers to purchase submitted to the Seller shall be immediately submitted to the Listing Brokerage by the Seller before the Seller accepts or rejects the same. If any enquiry during the Listing Period results in the Seller's accepting a valid offer to purchase during the Listing Period or within the Holdover Period after the expiration of the Listing Period described above, the Seller agrees to pay the Listing Brokerage the amount of commission set out above, payable within ve (5) days following the Listing Brokerage's written demand therefor.

5. **MARKEING:** The Seller agrees to allow the Listing Brokerage to show and permit prospective buyers to fully inspect the Property during reasonable hours and the Seller gives the Listing Brokerage the sole and exclusive right to place "For Sale" and "Sold" sign(s) upon the Property. The Seller consents to the Listing Brokerage including information in advertising that may identify the Property. The Seller further agrees that the Listing Brokerage shall have sole and exclusive authority to make all advertising decisions relating to the marketing of the Property during the Listing Period. The Seller agrees that the Listing Brokerage will not be held liable in any manner whatsoever for any acts or omissions with respect to advertising by the Listing Brokerage or any other party, other than by the Listing Brokerage's gross negligence or wilful act. is aware, it

subject to
schedule "A"
and as far as

6. **WARRANTY:** The Seller represents and warrants that the Seller has the exclusive authority and power to execute this Authority to offer the Property for sale and that ~~the Seller has informed the Listing Brokerage of any third party interests or claims on the Property such as rights of first refusal, options, easements, mortgages, encumbrances or otherwise concerning the Property, which may affect the sale of the Property.~~ property is being sold as is, where is, through an approval and vesting order

7. **INDEMNIFICATION AND INSURANCE:** The Seller will not hold the Listing Brokerage and representatives of the Brokerage responsible for any loss or damage to the Property or contents occurring during the term of this Agreement caused by the Listing Brokerage or anyone else by any means, including theft, fire or vandalism, other than by the Listing Brokerage's gross negligence or wilful act. The Seller agrees to indemnify and save harmless the Listing Brokerage and representatives of the Brokerage and any co-operating brokerage from any liability, claim, loss, cost, damage or injury, including but not limited to loss of the commission payable under this Agreement, caused ~~or contributed to~~ by the breach of any warranty or representation made by the Seller in this Agreement and, if attached, the accompanying data form. ~~The Seller warrants the Property is insured, including personal liability insurance against any claims or lawsuits resulting from bodily injury or property damage to others caused in any way on or at the Property and the Seller indemnifies the Brokerage and all of its employees, representatives, salespersons and brokers (Listing Brokerage) and any co operating brokerage and all of its employees, representatives, salespersons and brokers (co operating brokerage) for and against any claims against the Listing Brokerage or co operating brokerage made by anyone who attends or visits the Property.~~

8. **ENVIRONMENTAL INDEMNIFICATION:** The Seller agrees to indemnify and save harmless the Listing Brokerage and representatives of the Brokerage and any co-operating brokerage from any liability, claim, loss, cost, damage or injury as a result of the Property being affected by any contaminants or environmental problems.

9. ~~**FAMILY LAW ACT:** The Seller hereby warrants that spousal consent is not necessary under the provisions of the Family Law Act, R.S.O. 1990, unless the spouse of the Seller has executed the consent hereinafter provided.~~

10. ~~**FINDERS FEES:** The Seller acknowledges that the Brokerage may be receiving a finder's fee, reward and/or referral incentive, and the Seller consents to any such benefit being received and retained by the Brokerage in addition to the commission as described above.~~

11. **VERIFICATION OF INFORMATION:** The Seller authorizes the Listing Brokerage to obtain any information from any regulatory authorities, governments, mortgagees or others affecting the Property and the Seller agrees to execute and deliver such further authorizations in this regard as may be reasonably required. The Seller hereby appoints the Listing Brokerage or the Listing Brokerage's authorized representative as the Seller's attorney to execute such documentation as may be necessary to effect obtaining any information as aforesaid. The Seller hereby authorizes, instructs and directs the above noted regulatory authorities, governments, mortgagees or others to release any and all information to the Listing Brokerage.

12. **USE AND DISTRIBUTION OF INFORMATION:** The Seller consents to the collection, use and disclosure of personal information by the Brokerage for the purpose of listing and marketing the Property including, but not limited to: listing and advertising the Property using any medium including the Internet; disclosing Property information to prospective buyers, brokerages, salespersons and others who may assist in the sale of the Property; such other use of the Seller's personal information as is consistent with listing and marketing of the Property. The Seller consents, if this is an MLS® Listing, to placement of the listing information and sales information by the Brokerage into the database(s) of the MLS® System of the appropriate Board, and to the posting of any documents and other information (including, without limitation, photographs, images, graphics, audio and video recordings, virtual tours, drawings, floor plans, architectural designs, artistic renderings, surveys and listing descriptions) provided by or on behalf of the Seller into the database(s) of the MLS® System of the appropriate Board. The Seller hereby indemnifies and saves harmless the Brokerage and/ or any of its employees, servants, brokers or sales representatives from any and all claims, liabilities, suits, actions, losses, costs and legal fees caused by, or arising out of, or resulting from the posting of any documents or other information (including, without limitation, photographs, images, graphics, audio and video recordings, virtual tours, drawings, floor plans, architectural designs, artistic renderings, surveys and listing descriptions) as aforesaid. The Seller acknowledges that the database, within the board's MLS® System is the property of the real estate board(s) and can be licensed, resold, or otherwise dealt with by the board(s). The Seller further acknowledges that the real estate board(s) may: during the term of the listing and thereafter, distribute the information in the database, within the board's MLS® System to any persons authorized to use such service which may include other brokerages, government departments, appraisers, municipal organizations and others; market the Property, at its option, in any medium, including electronic media; during the term of the listing and thereafter, compile, retain and publish any statistics including historical data within the board's MLS® System and retain, reproduce and display photographs, images, graphics, audio and video recordings, virtual tours, drawings, floor plans, architectural designs, artistic renderings, surveys and listing descriptions which may be used by board members to conduct comparative analyses; and make such other use of the information as the Brokerage and/ or real estate board(s) deem appropriate, in connection with the listing, marketing and

INITIALS OF LISTING BROKERAGE:

INITIALS OF SELLER(S):

selling of real estate during the term of the listing and thereafter. The Seller acknowledges that the information, personal or otherwise ("information"), provided to the real estate board or association may be stored on databases located outside of Canada, in which case the information would be subject to the laws of the jurisdiction in which the information is located.

In the event that this Agreement expires or is cancelled or otherwise terminated and the Property is not sold, the Seller, by initialling:

(Does)

(Does Not)

consent to allow other real estate board members to contact the Seller after expiration or other termination of this Agreement to discuss listing or otherwise marketing the Property.

- 13. **SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms of this Agreement.
- 14. **CONFLICT OR DISCREPANCY:** If there is any conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement, including any Schedule attached hereto, shall constitute the entire Authority from the Seller to the Brokerage. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein.
- 15. **ELECTRONIC COMMUNICATION:** This Agreement and any agreements, notices or other communications contemplated thereby may be transmitted by means of electronic systems, in which case signatures shall be deemed to be original. The transmission of this Agreement by the Seller by electronic means shall be deemed to confirm the Seller has retained a true copy of the Agreement.
- 16. **ELECTRONIC SIGNATURES:** If this Agreement has been signed with an electronic signature the parties hereto consent and agree to the use of such electronic signature with respect to this Agreement pursuant to the Electronic Commerce Act, 2000, S.O. 2000, c17 as amended from time to time.
- 17. **SCHEDULE(S)** **A** and data form attached hereto form(s) part of this Agreement.

THE LISTING BROKERAGE AGREES TO MARKET THE PROPERTY ON BEHALF OF THE SELLER AND REPRESENT THE SELLER IN AN ENDEAVOUR TO OBTAIN A VALID OFFER TO PURCHASE THE PROPERTY ON THE TERMS SET OUT IN THIS AGREEMENT OR ON SUCH OTHER TERMS SATISFACTORY TO THE SELLER.

..... **JOE LEVY**
(Authorized to bind the Listing Brokerage) (Date) (Name of Person Signing)

THIS AGREEMENT HAS BEEN READ AND FULLY UNDERSTOOD BY ME, I ACCEPT THE TERMS OF THIS AGREEMENT AND I ACKNOWLEDGE ON THIS DATE I HAVE SIGNED UNDER SEAL. Any representations contained herein or as shown on the accompanying data form respecting the Property are true to the best of my knowledge, information and belief.

SIGNED, SEALED AND DELIVERED I have hereunto set my hand and seal:

Northview - MNP Ltd., in its capacity as Court-appointed Receiver of 1059422 Ontario Inc.
(Name of Seller)

..... (Seal) (Date) (Tel. No.)
(Signature of Seller/ Authorized Signing Officer)
..... (Seal) (Date) (Tel. No.)
(Signature of Seller/ Authorized Signing Officer)

SPOUSAL CONSENT: The undersigned spouse of the Seller hereby consents to the listing of the Property herein pursuant to the provisions of the Family Law Act, R.S.O. 1990 and hereby agrees to execute all necessary or incidental documents to further any transaction provided for herein.

..... (Seal) (Date) (Tel. No.)
(Spouse)

DECLARATION OF INSURANCE

The Salesperson/ Broker/ Broker of Record **JOE LEVY**
(Name of Salesperson/ Broker/ Broker of Record)

hereby declares that he/ she is insured as required by REBBA.

..... (Signature(s) of Salesperson/ Broker/ Broker of Record)


ACKNOWLEDGEMENT

The Seller(s) hereby acknowledge that the Seller(s) fully understand the terms of this Agreement and have received a copy of

this Agreement on the day of, 20 ²¹.....

..... (Date)
(Signature of Seller)

..... (Date)
(Signature of Seller)

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Listing Agreement – Commercial

Seller Representation Agreement

Authority to Offer for Sale

Form 520
for use in the Province of Ontario

This is a Multiple Listing Service® Agreement  OR This Listing is Exclusive 
(Seller's Initials) (Seller's Initials)

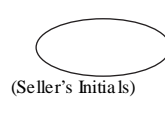
BETWEEN:
BROKERAGE: **Royal LePage Real Estate Services Ltd, Brokerage**

4025 Yonge Street Toronto, ON suite 103 (the "Listing Brokerage") Tel. No. **416-487-4311**

SELLER: Dundas - MNP Ltd., in its capacity as Court-appointed Receiver of Dundas Retirement Place Inc. (the "Seller")


In consideration of the Listing Brokerage listing the real property for sale known as **33 Main Street, Dundas, ON** (the "Property")

the Seller hereby gives the Listing Brokerage the **exclusive and irrevocable** right to act as the Seller's agent,
commencing at 12:01 a.m. on the day of, 20 **21** ,
until 11:59 p.m. on the day of, 20 **21** (the "Listing Period"),

Seller acknowledges that the length of the Listing Period is negotiable between the Seller and the Listing Brokerage and, if an MLS® listing, may be subject to minimum requirements of the real estate board, however, in accordance with the Real Estate and Business Brokers Act, 2002, (REBBA), if the Listing Period exceeds six months, the Listing Brokerage must obtain the Seller's initials. 

to offer the Property for sale at a price of:
..... **One** Dollars (\$CDN)\$ **1**

and upon the terms particularly set out herein, or at such other price and/ or terms acceptable to the Seller. It is understood that the price and/ or terms set out herein are at the Seller's personal request, after full discussion with the Listing Brokerage's representative regarding potential market value of the Property.

The Seller hereby represents and warrants that the Seller is not a party to any other listing agreement for the Property or agreement to pay commission to any other real estate brokerage for the sale of the property. 

1. DEFINITIONS AND INTERPRETATIONS: For the purposes of this Agreement ("Authority" or "Agreement"):
"Seller" includes vendor and a "buyer" includes a purchaser or a prospective purchaser. A purchase shall be deemed to include the entering into of any agreement to exchange, or the obtaining of an option to purchase which is subsequently exercised, or the causing of a First Right of Refusal to be exercised, or an agreement to sell or transfer shares or assets. "Real property" includes real estate as defined in the Real Estate and Business Brokers Act (2002). The "Property" shall be deemed to include any part thereof or interest therein. A "real estate board" includes a real estate association. Commission shall be deemed to include other remuneration. This Agreement shall be read with all changes of gender or number required by the context. For purposes of this Agreement, anyone introduced to or shown the Property shall be deemed to include any spouse, heirs, executors, administrators, successors, assigns, related corporations and affiliated corporations. Related corporations or affiliated corporations shall include any corporation where one half or a majority of the shareholders, directors or officers of the related or affiliated corporation are the same person(s) as the shareholders, directors, or officers of the corporation introduced to or shown the Property.

2. COMMISSION: In consideration of the Listing Brokerage listing the Property for sale, the Seller agrees to pay the Listing Brokerage a commission of **4** % of the sale price of the Property **plus HST**

for any valid offer to purchase the Property from any source whatsoever obtained during the Listing Period and on the terms and conditions set out in this Agreement **OR** such other terms and conditions as the Seller may accept.

INITIALS OF LISTING BROKERAGE:  **INITIALS OF SELLER(S):** 

The Seller authorizes the Listing Brokerage to co-operate with any other registered real estate brokerage (co-operating brokerage), and to offer to pay the co-operating brokerage a commission of n/a % of the sale price of the Property or n/a out of the commission the Seller pays the Listing Brokerage.

The Seller further agrees to pay such commission as calculated above if an agreement to purchase is agreed to or accepted by the Seller or anyone on

~~the Seller's behalf~~ within 180 days after the expiration of the Listing Period (**Holdover Period**), so long as such agreement is with anyone who was introduced to the Property from any source whatsoever during the Listing Period or shown the Property during the Listing Period. If, however, the offer for the purchase of the Property is pursuant to a new agreement in writing to pay commission to another registered real estate brokerage, the Seller's liability for commission shall be reduced by the amount paid by the Seller under the new agreement.

~~The Seller further agrees to pay such commission as calculated above even if the transaction contemplated by an agreement to purchase agreed to or accepted by the Seller or anyone on the Seller's behalf is not completed, if such non-completion is owing or attributable to the Seller's default or neglect, said commission to be payable on the date set for completion of the purchase of the Property.~~

Any deposit in respect of any agreement where the transaction has been completed shall first be applied to reduce the commission payable. Should such amounts paid to the Listing Brokerage from the deposit or by the Seller's solicitor not be sufficient, the Seller shall be liable to pay to the Listing Brokerage on demand, any deficiency in commission and taxes owing on such commission.

In the event the buyer fails to complete the purchase and the deposit or any part thereof becomes forfeited, a awarded, directed or released to the Seller, the Seller then authorizes the Listing Brokerage to retain as commission for services rendered, ~~fifty (50%) per cent of the amount of the said deposit forfeited, awarded, directed or released to the Seller (but not to exceed the commission payable had a sale been consummated) and to pay the balance of the deposit to the Seller.~~ as agreed to by the parties or as determined by the Ontario Superior Court of Justice.

All amounts set out as commission are to be paid plus applicable taxes on such commission.

REPRESENTATION: The Seller acknowledges that the Listing Brokerage has provided the Seller with written information explaining agency relationships, including information on Seller Representation, Sub-agency, Buyer Representation, Multiple Representation and Customer Service. The Seller understands that unless the Seller is otherwise informed, the co-operating brokerage is representing the interests of the buyer in the transaction. The Seller further acknowledges that the Listing Brokerage may be listing other properties that may be similar to the Seller's Property and the Seller hereby consents to the Listing Brokerage acting as an agent for more than one seller without any claim by the Seller of conflict of interest. Unless otherwise agreed in writing between Seller and Listing Brokerage, any commission payable to any other brokerage shall be paid out of the commission the Seller pays the Listing Brokerage.

The Seller hereby appoints the Listing Brokerage as the Seller's agent for the purpose of giving and receiving notices pursuant to any offer or agreement to purchase the Property.

MULTIPLE REPRESENTATION: The Seller hereby acknowledges that the Listing Brokerage may be entering into buyer representation agreements with buyers who may be interested in purchasing the Seller's Property. In the event that the Listing Brokerage has entered into or enters into a buyer representation agreement with a prospective buyer for the Seller's Property, the Listing Brokerage will obtain the Seller's written consent to represent both the Seller and the buyer for the transaction at the earliest practical opportunity and in all cases prior to any offer to purchase being submitted or presented.

The Seller understand and acknowledges that the Listing Brokerage must be impartial when representing both the Seller and the buyer and equally protect the interests of the Seller and buyer. The Seller understands and acknowledges that when representing both the Seller and the buyer, the Listing Brokerage shall have a duty of full disclosure to both the Seller and the buyer, including a requirement to disclose all factual information about the Property known to the Listing Brokerage.

However, the Seller further understands and acknowledges that the Listing Brokerage shall not disclose:

- that the Seller may or will accept less than the listed price, unless otherwise instructed in writing by the Seller;
- that the buyer may or will pay more than the offered price, unless otherwise instructed in writing by the buyer;
- the motivation of or personal information about the Seller or buyer, unless otherwise instructed in writing by the party to which the information applies or unless failure to disclose would constitute fraudulent, unlawful or unethical practice;
- the price the buyer should offer or the price the Seller should accept; and
- the Listing Brokerage shall not disclose to the buyer the terms of any other offer.

However, it is understood that factual market information about comparable properties and information known to the Listing Brokerage concerning potential uses for the Property will be disclosed to both Seller and buyer to assist them to come to their own conclusions.

Where a Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be entitled or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices.

MULTIPLE REPRESENTATION AND CUSTOMER SERVICE: The Seller understands and agrees that the Listing Brokerage also provides representation and customer service to other sellers and buyers. If the Listing Brokerage represents or provides customer service to more than one seller or buyer for the same trade, the Listing Brokerage shall, in writing, at the earliest practicable opportunity and before any offer is made, inform all sellers and buyers of the nature of the Listing Brokerage's relationship to each seller and buyer.

INITIALS OF LISTING BROKERAGE: 

INITIALS OF SELLER(S): 

provided that a transaction is completed.

Such commission is payable only once the full selling price have been received by the Seller.

shall be held by the Seller's solicitor, a successful after payment of any direct expenses of the transaction.

4. **REFERRAL OF ENQUIRIES:** The Seller agrees that during the Listing Period, the Seller shall advise the Listing Brokerage immediately of all enquiries from any source whatsoever, and all offers to purchase submitted to the Seller shall be immediately submitted to the Listing Brokerage by the Seller before the Seller accepts or rejects the same. If any enquiry during the Listing Period results in the Seller's accepting a valid offer to purchase during the Listing Period or within the Holdover Period after the expiration of the Listing Period described above, the Seller agrees to pay the Listing Brokerage the amount of commission set out above, payable within ve (5) days following the Listing Brokerage's written demand therefor.

5. **MARKEING:** The Seller agrees to allow the Listing Brokerage to show and permit prospective buyers to fully inspect the Property during reasonable hours and the Seller gives the Listing Brokerage the sole and exclusive right to place "For Sale" and "Sold" sign(s) upon the Property. The Seller consents to the Listing Brokerage including information in advertising that may identify the Property. The Seller further agrees that the Listing Brokerage shall have sole and exclusive authority to make all advertising decisions relating to the marketing of the Property during the Listing Period. The Seller agrees that the Listing Brokerage will not be held liable in any manner whatsoever for any acts or omissions with respect to advertising by the Listing Brokerage or any other party, other than by the Listing Brokerage's gross negligence or wilful act. is aware, it

subject to
schedule "A"
and as far as

6. **WARRANTY:** The Seller represents and warrants that the Seller has the exclusive authority and power to execute this Authority to offer the Property for sale and that ~~the Seller has informed the Listing Brokerage of any third party interests or claims on the Property such as rights of first refusal, options, easements, mortgages, encumbrances or otherwise concerning the Property, which may affect the sale of the Property.~~ property is being sold as is, where is, through an approval and vesting order

7. **INDEMNIFICATION AND INSURANCE:** The Seller will not hold the Listing Brokerage and representatives of the Brokerage responsible for any loss or damage to the Property or contents occurring during the term of this Agreement caused by the Listing Brokerage or anyone else by any means, including theft, fire or vandalism, other than by the Listing Brokerage's gross negligence or wilful act. The Seller agrees to indemnify and save harmless the Listing Brokerage and representatives of the Brokerage and any co-operating brokerage from any liability, claim, loss, cost, damage or injury, including but not limited to loss of the commission payable under this Agreement, caused ~~or contributed to~~ by the breach of any warranty or representation made by the Seller in this Agreement and, if attached, the accompanying data form. ~~The Seller warrants the Property is insured, including personal liability insurance against any claims or lawsuits resulting from bodily injury or property damage to others caused in any way on or at the Property and the Seller indemnifies the Brokerage and all of its employees, representatives, salespersons and brokers (Listing Brokerage) and any co operating brokerage and all of its employees, representatives, salespersons and brokers (co operating brokerage) for and against any claims against the Listing Brokerage or co operating brokerage made by anyone who attends or visits the Property.~~

8. **ENVIRONMENTAL INDEMNIFICATION:** The Seller agrees to indemnify and save harmless the Listing Brokerage and representatives of the Brokerage and any co-operating brokerage from any liability, claim, loss, cost, damage or injury as a result of the Property being affected by any contaminants or environmental problems.

9. ~~**FAMILY LAW ACT:** The Seller hereby warrants that spousal consent is not necessary under the provisions of the Family Law Act, R.S.O. 1990, unless the spouse of the Seller has executed the consent hereinafter provided.~~

10. ~~**FINDERS FEES:** The Seller acknowledges that the Brokerage may be receiving a finder's fee, reward and/or referral incentive, and the Seller consents to any such benefit being received and retained by the Brokerage in addition to the commission as described above.~~

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INITIALS OF LISTING BROKERAGE:

INITIALS OF SELLER(S):

selling of real estate during the term of the listing and thereafter. The Seller acknowledges that the information, personal or otherwise ("information"), provided to the real estate board or association may be stored on databases located outside of Canada, in which case the information would be subject to the laws of the jurisdiction in which the information is located.

In the event that this Agreement expires or is cancelled or otherwise terminated and the Property is not sold, the Seller, by initialling:


(Does)


(Does Not)

consent to allow other real estate board members to contact the Seller after expiration or other termination of this Agreement to discuss listing or otherwise marketing the Property.

- 13. **SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms of this Agreement.
- 14. **CONFLICT OR DISCREPANCY:** If there is any conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement, including any Schedule attached hereto, shall constitute the entire Authority from the Seller to the Brokerage. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein.
- 15. **ELECTRONIC COMMUNICATION:** This Agreement and any agreements, notices or other communications contemplated thereby may be transmitted by means of electronic systems, in which case signatures shall be deemed to be original. The transmission of this Agreement by the Seller by electronic means shall be deemed to confirm the Seller has retained a true copy of the Agreement.
- 16. **ELECTRONIC SIGNATURES:** If this Agreement has been signed with an electronic signature the parties hereto consent and agree to the use of such electronic signature with respect to this Agreement pursuant to the Electronic Commerce Act, 2000, S.O. 2000, c17 as amended from time to time.
- 17. **SCHEDULE(S)** **A** and data form attached hereto form(s) part of this Agreement.

THE LISTING BROKERAGE AGREES TO MARKET THE PROPERTY ON BEHALF OF THE SELLER AND REPRESENT THE SELLER IN AN ENDEAVOUR TO OBTAIN A VALID OFFER TO PURCHASE THE PROPERTY ON THE TERMS SET OUT IN THIS AGREEMENT OR ON SUCH OTHER TERMS SATISFACTORY TO THE SELLER.

..... **JOE LEVY**
(Authorized to bind the Listing Brokerage) (Date) (Name of Person Signing)

THIS AGREEMENT HAS BEEN READ AND FULLY UNDERSTOOD BY ME, I ACCEPT THE TERMS OF THIS AGREEMENT AND I ACKNOWLEDGE ON THIS DATE I HAVE SIGNED UNDER SEAL. Any representations contained herein or as shown on the accompanying data form respecting the Property are true to the best of my knowledge, information and belief.

SIGNED, SEALED AND DELIVERED I have hereunto set my hand and seal:

Dundas - MNP Ltd., in its capacity as Court-appointed Receiver of Dundas Retirement Place Inc.
(Name of Seller)

..... (Seal) (Date) (Tel. No.)
(Signature of Seller/ Authorized Signing Officer)
..... (Seal) (Date) (Tel. No.)
(Signature of Seller/ Authorized Signing Officer)

SPOUSAL CONSENT: The undersigned spouse of the Seller hereby consents to the listing of the Property herein pursuant to the provisions of the Family Law Act, R.S.O. 1990 and hereby agrees to execute all necessary or incidental documents to further any transaction provided for herein.

..... (Seal) (Date) (Tel. No.)
(Spouse)

DECLARATION OF INSURANCE

The Salesperson/ Broker/ Broker of Record **JOE LEVY**
(Name of Salesperson/ Broker/ Broker of Record)

hereby declares that he/ she is insured as required by REBBA.

.....
(Signature(s) of Salesperson/ Broker/ Broker of Record)


ACKNOWLEDGEMENT

The Seller(s) hereby acknowledge that the Seller(s) fully understand the terms of this Agreement and have received a copy of

this Agreement on the day of, 20 ²¹.....

..... (Date)
(Signature of Seller)

..... (Date)
(Signature of Seller)

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Listing Agreement – Commercial

Seller Representation Agreement

Authority to Offer for Sale

Form 520
for use in the Province of Ontario

This is a Multiple Listing Service® Agreement  OR This Listing is Exclusive 
(Seller's Initials) (Seller's Initials)

BETWEEN:
BROKERAGE: **Royal LePage Real Estate Services Ltd, Brokerage**

4025 Yonge Street Toronto, ON suite 103 (the "Listing Brokerage") Tel. No. **416-487-4311**

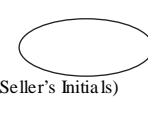
SELLER: Maple - Montgomery Lodge - MNP Ltd., in its capacity as Court-appointed Receiver of Maple Retirement Homes Inc. (the "Seller")

In consideration of the Listing Brokerage listing the real property for sale known as **1605 Main Street East, Hamilton ON**
..... (the "Property")

the Seller hereby gives the Listing Brokerage the **exclusive and irrevocable** right to act as the Seller's agent,


commencing at 12:01 a.m. on the day of, 20 **21**

until 11:59 p.m. on the day of, 20 **21** (the "Listing Period"),

{ Seller acknowledges that the length of the Listing Period is negotiable between the Seller and the Listing Brokerage and, if an MLS® listing, may be subject to minimum requirements of the real estate board, however, in accordance with the Real Estate and Business Brokers Act, 2002, (REBBA), **if the Listing Period exceeds six months, the Listing Brokerage must obtain the Seller's initials.** **}**  (Seller's Initials)

to offer the Property for sale at a price of:
..... **One** Dollars (\$CDN)\$ **1**

and upon the terms particularly set out herein, or at such other price and/ or terms acceptable to the Seller. It is understood that the price and/ or terms set out herein are at the Seller's personal request, after full discussion with the Listing Brokerage's representative regarding potential market value of the Property.

The Seller hereby represents and warrants that the Seller is not a party to any other listing agreement for the Property or agreement to pay commission to any other real estate brokerage for the sale of the property.  (Seller's Initials)

1. DEFINITIONS AND INTERPRETATIONS: For the purposes of this Agreement ("Authority" or "Agreement"):
"Seller" includes vendor and a "buyer" includes a purchaser or a prospective purchaser. A purchase shall be deemed to include the entering into of any agreement to exchange, or the obtaining of an option to purchase which is subsequently exercised, or the causing of a First Right of Refusal to be exercised, or an agreement to sell or transfer shares or assets. "Real property" includes real estate as defined in the Real Estate and Business Brokers Act (2002). The "Property" shall be deemed to include any part thereof or interest therein. A "real estate board" includes a real estate association. Commission shall be deemed to include other remuneration. This Agreement shall be read with all changes of gender or number required by the context. For purposes of this Agreement, anyone introduced to or shown the Property shall be deemed to include any spouse, heirs, executors, administrators, successors, assigns, related corporations and affiliated corporations. Related corporations or affiliated corporations shall include any corporation where one half or a majority of the shareholders, directors or officers of the related or affiliated corporation are the same person(s) as the shareholders, directors, or officers of the corporation introduced to or shown the Property.

2. COMMISSION: In consideration of the Listing Brokerage listing the Property for sale, the Seller agrees to pay the Listing Brokerage a commission of **4** % of the sale price of the Property **or plus HST**

for any valid offer to purchase the Property from any source whatsoever obtained during the Listing Period and on the terms and conditions set out in this Agreement **OR** such other terms and conditions as the Seller may accept.

INITIALS OF LISTING BROKERAGE:  **INITIALS OF SELLER(S):** 

The Seller authorizes the Listing Brokerage to co-operate with any other registered real estate brokerage (co-operating brokerage), and to offer to pay the co-operating brokerage a commission of n/a % of the sale price of the Property or n/a out of the commission the Seller pays the Listing Brokerage.

The Seller further agrees to pay such commission as calculated above if an agreement to purchase is agreed to or accepted by the Seller or anyone on

~~the Seller's behalf~~ within 180 days after the expiration of the Listing Period (**Holdover Period**), so long as such agreement is with anyone who was introduced to the Property from any source whatsoever during the Listing Period or shown the Property during the Listing Period. If, however, the offer for the purchase of the Property is pursuant to a new agreement in writing to pay commission to another registered real estate brokerage, the Seller's liability for commission shall be reduced by the amount paid by the Seller under the new agreement.

~~The Seller further agrees to pay such commission as calculated above even if the transaction contemplated by an agreement to purchase agreed to or accepted by the Seller or anyone on the Seller's behalf is not completed, if such non-completion is owing or attributable to the Seller's default or neglect, said commission to be payable on the date set for completion of the purchase of the Property.~~

Any deposit in respect of any agreement where the transaction has been completed shall first be applied to reduce the commission payable. Should such amounts paid to the Listing Brokerage from the deposit or by the Seller's solicitor not be sufficient, the Seller shall be liable to pay to the Listing Brokerage on demand, any deficiency in commission and taxes owing on such commission.

In the event the buyer fails to complete the purchase and the deposit or any part thereof becomes forfeited, a awarded, directed or released to the Seller, the Seller then authorizes the Listing Brokerage to retain as commission for services rendered, ~~fifty (50%) per cent of the amount of the said deposit forfeited, awarded, directed or released to the Seller (but not to exceed the commission payable had a sale been consummated) and to pay the balance of the deposit to the Seller.~~ as agreed to by the parties or as determined by the Ontario Superior Court of Justice.

All amounts set out as commission are to be paid plus applicable taxes on such commission.

REPRESENTATION: The Seller acknowledges that the Listing Brokerage has provided the Seller with written information explaining agency relationships, including information on Seller Representation, Sub-agency, Buyer Representation, Multiple Representation and Customer Service. The Seller understands that unless the Seller is otherwise informed, the co-operating brokerage is representing the interests of the buyer in the transaction. The Seller further acknowledges that the Listing Brokerage may be listing other properties that may be similar to the Seller's Property and the Seller hereby consents to the Listing Brokerage acting as an agent for more than one seller without any claim by the Seller of conflict of interest. Unless otherwise agreed in writing between Seller and Listing Brokerage, any commission payable to any other brokerage shall be paid out of the commission the Seller pays the Listing Brokerage.

The Seller hereby appoints the Listing Brokerage as the Seller's agent for the purpose of giving and receiving notices pursuant to any offer or agreement to purchase the Property.

MULTIPLE REPRESENTATION: The Seller hereby acknowledges that the Listing Brokerage may be entering into buyer representation agreements with buyers who may be interested in purchasing the Seller's Property. In the event that the Listing Brokerage has entered into or enters into a buyer representation agreement with a prospective buyer for the Seller's Property, the Listing Brokerage will obtain the Seller's written consent to represent both the Seller and the buyer for the transaction at the earliest practical opportunity and in all cases prior to any offer to purchase being submitted or presented.

The Seller understand and acknowledges that the Listing Brokerage must be impartial when representing both the Seller and the buyer and equally protect the interests of the Seller and buyer. The Seller understands and acknowledges that when representing both the Seller and the buyer, the Listing Brokerage shall have a duty of full disclosure to both the Seller and the buyer, including a requirement to disclose all factual information about the Property known to the Listing Brokerage.

However, the Seller further understands and acknowledges that the Listing Brokerage shall not disclose:

- that the Seller may or will accept less than the listed price, unless otherwise instructed in writing by the Seller;
- that the buyer may or will pay more than the offered price, unless otherwise instructed in writing by the buyer;
- the motivation of or personal information about the Seller or buyer, unless otherwise instructed in writing by the party to which the information applies or unless failure to disclose would constitute fraudulent, unlawful or unethical practice;
- the price the buyer should offer or the price the Seller should accept; and
- the Listing Brokerage shall not disclose to the buyer the terms of any other offer.

However, it is understood that factual market information about comparable properties and information known to the Listing Brokerage concerning potential uses for the Property will be disclosed to both Seller and buyer to assist them to come to their own conclusions.

Where a Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be entitled or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices.

MULTIPLE REPRESENTATION AND CUSTOMER SERVICE: The Seller understands and agrees that the Listing Brokerage also provides representation and customer service to other sellers and buyers. If the Listing Brokerage represents or provides customer service to more than one seller or buyer for the same trade, the Listing Brokerage shall, in writing, at the earliest practicable opportunity and before any offer is made, inform all sellers and buyers of the nature of the Listing Brokerage's relationship to each seller and buyer.

INITIALS OF LISTING BROKERAGE: 

INITIALS OF SELLER(S): 

provided that a transaction is completed.

Such commission is payable only once the full selling price have been received by the Seller.

shall be held by the Seller's solicitor. a successful

after payment of any direct expenses of the transaction.

4. **REFERRAL OF ENQUIRIES:** The Seller agrees that during the Listing Period, the Seller shall advise the Listing Brokerage immediately of all enquiries from any source whatsoever, and all offers to purchase submitted to the Seller shall be immediately submitted to the Listing Brokerage by the Seller before the Seller accepts or rejects the same. If any enquiry during the Listing Period results in the Seller's accepting a valid offer to purchase during the Listing Period or within the Holdover Period after the expiration of the Listing Period described above, the Seller agrees to pay the Listing Brokerage the amount of commission set out above, payable within ve (5) days following the Listing Brokerage's written demand therefor.

5. **MARKEING:** The Seller agrees to allow the Listing Brokerage to show and permit prospective buyers to fully inspect the Property during reasonable hours and the Seller gives the Listing Brokerage the sole and exclusive right to place "For Sale" and "Sold" sign(s) upon the Property. The Seller consents to the Listing Brokerage including information in advertising that may identify the Property. The Seller further agrees that the Listing Brokerage shall have sole and exclusive authority to make all advertising decisions relating to the marketing of the Property during the Listing Period. The Seller agrees that the Listing Brokerage will not be held liable in any manner whatsoever for any acts or omissions with respect to advertising by the Listing Brokerage or any other party, other than by the Listing Brokerage's gross negligence or wilful act. is aware, it

subject to
schedule "A"
and as far as

6. **WARRANTY:** The Seller represents and warrants that the Seller has the exclusive authority and power to execute this Authority to offer the Property for sale and that ~~the Seller has informed the Listing Brokerage of any third party interests or claims on the Property such as rights of first refusal, options, easements, mortgages, encumbrances or otherwise concerning the Property, which may affect the sale of the Property.~~ property is being sold as is, where is, through an approval and vesting order

7. **INDEMNIFICATION AND INSURANCE:** The Seller will not hold the Listing Brokerage and representatives of the Brokerage responsible for any loss or damage to the Property or contents occurring during the term of this Agreement caused by the Listing Brokerage or anyone else by any means, including theft, fire or vandalism, other than by the Listing Brokerage's gross negligence or wilful act. The Seller agrees to indemnify and save harmless the Listing Brokerage and representatives of the Brokerage and any co-operating brokerage from any liability, claim, loss, cost, damage or injury, including but not limited to loss of the commission payable under this Agreement, caused ~~or contributed to~~ by the breach of any warranty or representation made by the Seller in this Agreement and, if attached, the accompanying data form. ~~The Seller warrants the Property is insured, including personal liability insurance against any claims or lawsuits resulting from bodily injury or property damage to others caused in any way on or at the Property and the Seller indemnifies the Brokerage and all of its employees, representatives, salespersons and brokers (Listing Brokerage) and any co operating brokerage and all of its employees, representatives, salespersons and brokers (co operating brokerage) for and against any claims against the Listing Brokerage or co operating brokerage made by anyone who attends or visits the Property.~~

8. **ENVIRONMENTAL INDEMNIFICATION:** The Seller agrees to indemnify and save harmless the Listing Brokerage and representatives of the Brokerage and any co-operating brokerage from any liability, claim, loss, cost, damage or injury as a result of the Property being affected by any contaminants or environmental problems.

9. ~~**FAMILY LAW ACT:** The Seller hereby warrants that spousal consent is not necessary under the provisions of the Family Law Act, R.S.O. 1990, unless the spouse of the Seller has executed the consent hereinafter provided.~~

10. ~~**FINDERS FEES:** The Seller acknowledges that the Brokerage may be receiving a finder's fee, reward and/or referral incentive, and the Seller consents to any such benefit being received and retained by the Brokerage in addition to the commission as described above.~~



11. **VERIFICATION OF INFORMATION:** The Seller authorizes the Listing Brokerage to obtain any information from any regulatory authorities, governments, mortgagees or others affecting the Property and the Seller agrees to execute and deliver such further authorizations in this regard as may be reasonably required. The Seller hereby appoints the Listing Brokerage or the Listing Brokerage's authorized representative as the Seller's attorney to execute such documentation as may be necessary to effect obtaining any information as aforesaid. The Seller hereby authorizes, instructs and directs the above noted regulatory authorities, governments, mortgagees or others to release any and all information to the Listing Brokerage.

12. **USE AND DISTRIBUTION OF INFORMATION:** The Seller consents to the collection, use and disclosure of personal information by the Brokerage for the purpose of listing and marketing the Property including, but not limited to: listing and advertising the Property using any medium including the Internet; disclosing Property information to prospective buyers, brokerages, salespersons and others who may assist in the sale of the Property; such other use of the Seller's personal information as is consistent with listing and marketing of the Property. The Seller consents, if this is an MLS® Listing, to placement of the listing information and sales information by the Brokerage into the database(s) of the MLS® System of the appropriate Board, and to the posting of any documents and other information (including, without limitation, photographs, images, graphics, audio and video recordings, virtual tours, drawings, floor plans, architectural designs, artistic renderings, surveys and listing descriptions) provided by or on behalf of the Seller into the database(s) of the MLS® System of the appropriate Board. The Seller hereby indemnifies and saves harmless the Brokerage and/ or any of its employees, servants, brokers or sales representatives from any and all claims, liabilities, suits, actions, losses, costs and legal fees caused by, or arising out of, or resulting from the posting of any documents or other information (including, without limitation, photographs, images, graphics, audio and video recordings, virtual tours, drawings, floor plans, architectural designs, artistic renderings, surveys and listing descriptions) as aforesaid. The Seller acknowledges that the database, within the board's MLS® System is the property of the real estate board(s) and can be licensed, resold, or otherwise dealt with by the board(s). The Seller further acknowledges that the real estate board(s) may: during the term of the listing and thereafter, distribute the information in the database, within the board's MLS® System to any persons authorized to use such service which may include other brokerages, government departments, appraisers, municipal organizations and others; market the Property, at its option, in any medium, including electronic media; during the term of the listing and thereafter, compile, retain and publish any statistics including historical data within the board's MLS® System and retain, reproduce and display photographs, images, graphics, audio and video recordings, virtual tours, drawings, floor plans, architectural designs, artistic renderings, surveys and listing descriptions which may be used by board members to conduct comparative analyses; and make such other use of the information as the Brokerage and/ or real estate board(s) deem appropriate, in connection with the listing, marketing and

INITIALS OF LISTING BROKERAGE:

INITIALS OF SELLER(S):

selling of real estate during the term of the listing and thereafter. The Seller acknowledges that the information, personal or otherwise ("information"), provided to the real estate board or association may be stored on databases located outside of Canada, in which case the information would be subject to the laws of the jurisdiction in which the information is located.

In the event that this Agreement expires or is cancelled or otherwise terminated and the Property is not sold, the Seller, by initialling:	 (Does)	 (Does Not)
consent to allow other real estate board members to contact the Seller after expiration or other termination of this Agreement to discuss listing or otherwise marketing the Property.		

- 13. **SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms of this Agreement.
- 14. **CONFLICT OR DISCREPANCY:** If there is any conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement, including any Schedule attached hereto, shall constitute the entire Authority from the Seller to the Brokerage. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein.
- 15. **ELECTRONIC COMMUNICATION:** This Agreement and any agreements, notices or other communications contemplated thereby may be transmitted by means of electronic systems, in which case signatures shall be deemed to be original. The transmission of this Agreement by the Seller by electronic means shall be deemed to confirm the Seller has retained a true copy of the Agreement.
- 16. **ELECTRONIC SIGNATURES:** If this Agreement has been signed with an electronic signature the parties hereto consent and agree to the use of such electronic signature with respect to this Agreement pursuant to the Electronic Commerce Act, 2000, S.O. 2000, c17 as amended from time to time.
- 17. **SCHEDULE(S)** **A** and data form attached hereto form(s) part of this Agreement.



THE LISTING BROKERAGE AGREES TO MARKET THE PROPERTY ON BEHALF OF THE SELLER AND REPRESENT THE SELLER IN AN ENDEAVOUR TO OBTAIN A VALID OFFER TO PURCHASE THE PROPERTY ON THE TERMS SET OUT IN THIS AGREEMENT OR ON SUCH OTHER TERMS SATISFACTORY TO THE SELLER.

..... **JOE LEVY**
 (Authorized to bind the Listing Brokerage) (Date) (Name of Person Signing)


THIS AGREEMENT HAS BEEN READ AND FULLY UNDERSTOOD BY ME, I ACCEPT THE TERMS OF THIS AGREEMENT AND I ACKNOWLEDGE ON THIS DATE I HAVE SIGNED UNDER SEAL. Any representations contained herein or as shown on the accompanying data form respecting the Property are true to the best of my knowledge, information and belief.

SIGNED, SEALED AND DELIVERED I have hereunto set my hand and seal:

Maple - Montgomery Lodge - MNP Ltd., in its capacity as Court-appointed Receiver of Maple Retirement Homes Inc.
 (Name of Seller)

.....	 (Seal)
(Signature of Seller/ Authorized Signing Officer)		(Date)	(Tel. No.)
.....	 (Seal)
(Signature of Seller/ Authorized Signing Officer)		(Date)	(Tel. No.)

SPOUSAL CONSENT: The undersigned spouse of the Seller hereby consents to the listing of the Property herein pursuant to the provisions of the Family Law Act, R.S.O. 1990 and hereby agrees to execute all necessary or incidental documents to further any transaction provided for herein.

.....	 (Seal)
(Spouse)		(Date)	(Tel. No.)

DECLARATION OF INSURANCE

The Salesperson/ Broker/ Broker of Record **JOE LEVY**
 (Name of Salesperson/ Broker/ Broker of Record)

hereby declares that he/ she is insured as required by REBBA.

.....
 (Signature(s) of Salesperson/ Broker/ Broker of Record)


ACKNOWLEDGEMENT

The Seller(s) hereby acknowledge that the Seller(s) fully understand the terms of this Agreement and have received a copy of

this Agreement on the day of, 20 ²¹.....

..... (Date)
 (Signature of Seller)

..... (Date)
 (Signature of Seller)

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TAB 2C

Appendix “C”

**In the Matter of the Receivership of
Dundas Retirement Place Inc., Maple Retirement Homes Inc. and 1059422 Ontario Inc.
Statement of Receipts and Disbursements
As at March 3, 2021**

	Total	Dundas	Maple	Northview
Receipts	(\$)	(\$)	(\$)	(\$)
Transfer from Trust	4,862	2,319	200	2,343
CEBA Loan	60,000	20,000	20,000	20,000
Expense reimbursement- City of Hamilton	33,400		11,000	22,400
Subsidy	45,107		6,556	38,551
Deposits from Tenants	456,638	216,264	102,097	138,277
Funds held on Deposit on Date of Appointment	53,500	20,196	11,342	21,962
	0			
Total Receipts	<u>653,508</u>	<u>258,779</u>	<u>151,195</u>	<u>243,534</u>
Disbursements				
Payroll	217,457	82,783	58,103	76,571
Internal Trsf	0	-13,000	0	13,000
Food	29,688	13,172	4,945	11,572
PIN Money Withdrawals	12,483	0	1,250	11,233
Subcontractors	72,952	55,939	6,670	10,344
Furnace replacement	9,763	0	0	9,763
HST (non refundable)	15,303	9,472	1,437	4,394
Repairs	13,914	2,164	8,867	2,883
Utilities	15,611	12,027	708	2,876
Snow removal	4,800	2,400	0	2,400
PPE	6,648	2,202	2,202	2,245
License fees	3,450	1,429	871	1,150
Employee Expenses (Administrator)	2,490	1,458	0	1,032
Insurance	12,374	2,612	7,822	1,941
Office	702	49	28	625
Lease payment	3,829	2,489	783	557
Bank Charges	1,273	417	367	489
Washer	350	0	0	350
Communications	5,704	4,621	897	185
Credit card fees	213		106	106
Filing fees	215	72	72	72
Total Disbursements	<u>429,217</u>	<u>180,304</u>	<u>95,126</u>	<u>153,788</u>
Excess of Receipts over disbursements	<u>224,291</u>	<u>78,475</u>	<u>56,070</u>	<u>89,746</u>

TAB 2D

Appendix “D”

**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**

**AFFIDAVIT OF SHELDON TITLE
(Sworn March 14, 2021)**

I, Sheldon Title, of the City of Richmond Hill, in the Province of Ontario,

MAKE OATH AND SAY AS FOLLOWS:

1. I am a Senior Vice President and a Licensed Insolvency Trustee with MNP Ltd. the Court-appointed Receiver (the “**Receiver**”) of Dundas Retirement Place Inc., Maple Retirement Homes Inc, and 1059244 Ontario Inc. (collectively, the “**Companies**”) and as such have knowledge of the matters deposed to herein, except where such knowledge is stated to be based on information and belief, in which case I state the source of the information and verily believe such information to be true.
2. The Receiver was appointed, without security, of the assets, property and undertaking of the Companies by Order of the Court dated December 23, 2020.

3. The Receiver has prepared one Statement of Account in connection with its appointment as Receiver detailing its services rendered and disbursements incurred for the period September 3, 2020 to the February 28, 2021. Attached hereto and marked as Exhibit "A" to this my Affidavit is the Statement of Account.
4. The average hourly rate in respect of the account is \$408.86.
5. The fees provided herein do not include the fees of MNP LLP, in its capacity as Consultant to the Receiver, which fees are a disbursement incidental to the administration of the receivership. MNP Ltd. is the corporate restructuring division of MNP LLP.
6. I hereby confirm that the information detailed herein and attached accurately reflects the services provided by the Receiver in these proceedings and the fees and disbursements claimed by it.
7. This affidavit is sworn in support of a motion to, *inter alia*, approve the costs of administration, and an interim taxation of the Receiver's accounts and for no other or improper purpose.

SWORN before me via videoconference)
 this 14th day of March, 2021.)



A Commissioner, etc.

Matthew Eric Lem, a Commissioner, etc.,
 Province of Ontario, for MNP Ltd. and MNP LLP.
 Expires February 21, 2023.



SHELDON TITLE

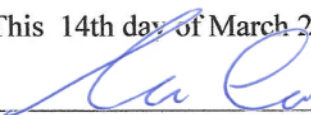
Attached is Exhibit "A"

Referred to in the

AFFIDAVIT OF SHELDON TITLE

Sworn before me via videoconference

This 14th day of March 2021



Commissioner for taking Affidavits, etc.

Invoice



Invoice Number : 9673556

Client Number : 0837410

Invoice Date : Mar 12 2021

Invoice Terms : Due Upon Receipt

1059244 Ontario Inc. o/a Northview Senior's Residence, Dundas Retirement Place Inc. & Maple Retirement Homes Inc.
c/o MNP Ltd.
300-111 Richmond St. W.
Toronto , ON M5H 2G4

For Professional Services Rendered :

For services related to the Receivership 1059244 Ontario Inc. (Northview Seniors Residence, Dundas Retirement Place and Maple Retirement Homes Inc.) for the period ending February 28, 2021. 151,507.69

Harmonized Sales Tax : 19,696.00

Total (CAD) : 171,203.69

HST Registration Number : 103697215 RT 0001

Invoices are due and payable upon receipt.

Thank you for your business. We sincerely appreciate your trust in us.

Licensed Insolvency Trustees
111 RICHMOND STREET WEST, SUITE 300;
TORONTO ON; M5H 2G4
P: (416) 596-1711 F: (416) 596-7894 www.MNPDebt.ca

DETAILED TIME CHARGES

DATE	PROFESSIONAL	HOURS	DETAILED TIME DESCRIPTIONS
03-Sep-2020	Sheldon Title	1.10	prep for and attendance at conference call with Tom Wilson, Walter Burych, Wojtek, to discuss strategy and approach
08-Sep-2020	Sheldon Title	.40	email to Tom Wilson re: revised request listing and email to Wilson, Wojtek and Walter on reasons for not delaying request for info; call with Wojtek
22-Sep-2020	Sheldon Title	.10	follow up email to Wilson on status of info delivery
25-Sep-2020	Sheldon Title	.30	call with Wojtek
27-Sep-2020	Sheldon Title	1.10	internal call on planning (Lem, Henechowicz), review of draft order/consent, call with Phoenix, request to Wojtek for a call on 9/29, review of COVID protocols
28-Sep-2020	Sheldon Title	.80	emails, conference call,
29-Sep-2020	Sheldon Title	.80	mark up of draft court order; email to Phoenix
30-Sep-2020	Sheldon Title	.10	call with Phoenix on terms of order
30-Sep-2020	Sheldon Title	.30	review of revised order and forward comments to Phoenix, email exchanges with Wilson on BCU approval of MNP and on boxes of records
02-Oct-2020	Sheldon Title	.30	call with Graham Phoenix and Wojtek Jaskiewicz re: terms of court order
05-Oct-2020	Sheldon Title	2.50	email to All Seniors Responsive and Origin; call with Origin (Nick Prashad); receipt of and review of box of records, incl bank statements, intercompany transfers, etc. review of affidavit and NOM and provide comments on same layered onto Graham's
06-Oct-2020	Sheldon Title	.30	call with Mark Lugowki of Sienna Living re: potential consulting engagement
07-Oct-2020	Sheldon Title	.30	emails to Chris Joakim/Stephen Chandler re: consultant, email with Prashad of Origin, email from Wojtek on pre-filing report;
08-Oct-2020	Sheldon Title	.50	call with Crowley/Trollope, call with Phoenix, call with Neil Prashad
09-Oct-2020	Sheldon Title	1.1	call with Y Thommy and S Chandler on our needs for a consultant on the receivership and the role MNP can play in carrying out that function
09-Oct-2020	Sheldon Title	.60	call with Tom Wilson on results of our review of info, status of offer on retirement homes, next steps; call with Graham Phoenix afterwards
12-Oct-2020	Sheldon Title	.30	email to Wojtek on additional comments on affidavit
13-Oct-2020	Sheldon Title	.30	call with Phoenix, Wojtek, follow up email to Wojtek; email to Tom Wilson on books/records
14-Oct-2020	Sheldon Title	.20	email to Wojtek/Graham on request for call with Tom on next steps

DATE	PROFESSIONAL	HOURS	DETAILED TIME DESCRIPTIONS
15-Oct-2020	Sheldon Title	.50	call with Wilson, Wojtek, Burych, Phoenix on next steps; call with Phoenix after receipt of revised affidavit on incorporating my additional comments
15-Oct-2020	Sheldon Title	.20	review of revised affidavit; email to Wojtek with comments/questions on same
23-Oct-2020	Sheldon Title	.40	forward engagement letter to Wilson and emails with team on planning for October 29th date
28-Oct-2020	Sheldon Title	1.30	scanning of documents, create Microsoft Teams page, etc. email to team to advise of creation of page,
28-Oct-2020	Sheldon Title	1.60	team planning call, email exchanges with Tom Wilson re: contact info for administrators, email receipt from Tom Wilson with memo/package of documents from Mitche Wolfe, broker, detailing concerns about receivership in view of events at Emerald, review of documents/investigate Emerald developments, call with Wilson, emails throughout day with Wojtek/Graham, review of Retirement Home regulatory body website, identify recent inspection reports and circulate to counsel/Wilson/team, planning email to Litwack on RBC accounts;
29-Oct-2020	Sheldon Title	.60	call with Chandler, emails with Wojtek on RHRA reports and on whether matter is consent; call with Wojtek
30-Oct-2020	Sheldon Title	.20	Call with Wojtek on Court's rejection Northview et al on the commercial list; email with team
08-Nov-2020	Sheldon Title	.20	email from Phoenix on revised order; review of same and respond to Phoenix with comments on draft order
09-Nov-2020	Sheldon Title	.40	review of draft order with Wojtek/Graham, review of revisions prepared by Phoenix
13-Nov-2020	Sheldon Title	.20	email exchanges with Graham and Wojtek on Duncan's revisions to order
16-Nov-2020	Sheldon Title	.60	plan for and attend on call with G. Phoenix and W. Jaskiewicz to review RHRA's changes to order and next steps
17-Nov-2020	Sheldon Title	.70	call with Wojtek, Tim Duncan and Graham Phoenix on terms of draft order and RHRA's requirements to review of revisions and brief call with Phoenix on same
25-Nov-2020	Sheldon Title	.30	review of Tim Duncan's comments/changes on order; email to Phoenix re: my proposed changes
26-Nov-2020	Sheldon Title	.70	Call with Phoenix *2, advice of pivot to full receivership and review of order; review of status emerald situation; email to Wojtek on comments on order, river view pharmacy issue; emails with Wojtek

DATE	PROFESSIONAL	HOURS	DETAILED TIME DESCRIPTIONS
27-Nov-2020	Sheldon Title	.40	call with Phoenix on terms of order/ROFR on pharmacy; email to team to update them on status, email from Crowley to advise RHRA has reached out to vet MNP
30-Nov-2020	Sheldon Title	.60	review of bios/quals for vetting
01-Dec-2020	Sheldon Title	.20	review of draft order and response to Wojtek and Graham on its terms
02-Dec-2020	Sheldon Title	.20	email exchange with Wojtek, review of Tim Duncan's comments
04-Dec-2020	Sheldon Title	.40	calls with Wojtek *2 on terms of order/email and call with Phoenix on transferring file to Commercial List, email to Phoenix after call with Wojtek
07-Dec-2020	Sheldon Title	.20	call with Wojtek/Graham, Graham, arrange team meeting for Dec 8
08-Dec-2020	Sheldon Title	.40	call with Wilson, Burych, Wojtek, Phoenix; emails with Crowley on PPE
10-Dec-2020	Sheldon Title	.40	draft consent language for consideration by debtors on pre-appointment
11-Dec-2020	Sheldon Title	1.00	call with Wilson, internal meeting to plan review/review list of preliminary information; email to Wojtek on his sending consent to Bob Brown and next steps; respond to Walter's emails
15-Dec-2020	Sheldon Title	.10	email from Burych on engagement letter; email to Grant/Scott on same
16-Dec-2020	Sheldon Title	.20	email exchange with Michael Springstead on access, follow up email to Wilson
17-Dec-2020	Akhil Kapoor	.10	Discussion with S. Title re commencing work on the file and role of other teams and glancing through the folder
17-Dec-2020	Sheldon Title	.50	Call with Springstead and Wilson
18-Dec-2020	Misc. Disbursements		14/12/2020 / Sheila Ayer / PPE for Staff - Client 837410 Sheila Ayer (610.19): PPE for MNP Staff - Work n 'Wear
18-Dec-2020	Misc. Disbursements		16/12/2020 / Sheila Ayer / PPE for Staff - Client 837410 Sheila Ayer (610.19): PPE for MNP Staff - Work n 'Wear
18-Dec-2020	Sheldon Title	.30	email to team on status of our request, email to Mike Springstead on timing of his response
20-Dec-2020	Akhil Kapoor	.10	Reviewing emails and discussion with S. Title re commencing work on this file
20-Dec-2020	Sheldon Title	.40	review of information received and email to Mike Springstead concerning same
22-Dec-2020	Akhil Kapoor	2.00	1) Review of draft motion material, issue of NITES by the lender to all the locations, corporate structure of the group incl. the 3 retirement homes, initial request

DATE	PROFESSIONAL	HOURS	DETAILED TIME DESCRIPTIONS
			list and noting the data items received.2) Review of employee listing, noting down the name of administrators and other staff3) Glancing through financial statements of the 3 homes4) Review of floor plans5) Review of rent rolls available6) Going through other documents for understanding
22-Dec-2020	Akhil Kapoor	1.20	1) Discussion with S. Title re plan for tomorrow's visit to the 3 homes and preparing CF projections especially determining the need for cash at each of the locations for the 13 weeks and more so for the initial 10 days up to Jan 3 20212) Glancing through available information, especially financial statements and preparing information request list for the purpose of preparing CF projections and shared with M. Lem for discussion
22-Dec-2020	Akhil Kapoor	.40	1) Discussion with M. Lem re preparation of IRL and plan to share it with Company at the earliest2) Call with S. Title re email communications and call with Company, realtors, BCU, discussion on preparing Task and Term Letter for employees and resident communication letter
22-Dec-2020	Matthew Lem	.30	Discussion with S. Title re cash flow projections; discussion with A. Kapoor re same and preparation of information request.
22-Dec-2020	Sheldon Title	2.70	conference call with Shannon, Ryan, Rose, Mike, MNP team on planning for December 23rd appointment, calls with Steve Hiscox of CBRE and John Jensen, each to discuss marketing of retirement homes generally given COVID limitations, prepare notice to residents in draft, discussions with Akhil and Matt on cash flow projections, call and emails with Phoenix, email to Duncan on RHRA November 30th inspections, email from and to Burych and Wilson on work commenced on review
23-Dec-2020	Akhil Kapoor	2.40	1) Preparing for the meeting at the 3 retirement homes, discussion with S. Title re action items, notice to be sent to residents, discussion with Administrators of the 3 homes among others2) Email communication re Court order, finalization and proceeding to the 3 R. Homes basis discussions with the legal counsel.3) Discussion with the 3 Administrators re plan to come.4) Discussion re conducting virtual or physical meeting at the homes basis availability of employees5) Discussion with M. Litwack (MNP) re first meeting to commence receivership and action items 6) Discussion re

DATE	PROFESSIONAL	HOURS	DETAILED TIME DESCRIPTIONS
			planning a town hall for employees and residents 7) Discussion with M. Lem re required changes in the information request list for Cash flow projections
23-Dec-2020	Akhil Kapoor	1.20	Conducting meetings at the 3 retirement homes and separate calls/meeting with the 3 administrators and discussing their queries
23-Dec-2020	Akhil Kapoor	.60	1) Multiple calls with S. Title re status of meetings at the 3 retirement homes, issues at the homes among other points2) Email communication with S. Title re next steps and action items
23-Dec-2020	Matthew Lem	.20	Review of preliminary information request lists; discussion with A. Kapoor re same.
23-Dec-2020	Sheldon Title	2.90	call with M. Springstead on gathering further info on management of homes/uncleared cheques/status of bank accounts, etc. (13 minutes) attendance at Court (15 mins); call with S. Rivet (5 mins); calls with Phoenix; call with Springstead (16 mins); further call with Phoenix (9 mins); calls with Kapoor; calls to Amber/Neil at RBC; email to RBC; employee meeting at Northview (13 mins); call to Kapoor on mtg prep; calls from T. Duncan/Mike at RHRA; (25 mins); call with Neil Patel of RBC (3 mins); call with Jensen (15 mins); email to the MNP team and retirement home team of the order and our intent to proceed with meetings with staff/residents; tracking receipt of order; series of emails with the administrators coordinating taking possession related issues; finalize notice to residents; email to Keyser Mason Ball to obtain docs to be loaded on webpage; arrange for Trina to post; email on cash flow info; email to Trollope on his review of the compliance/health aspects;
23-Dec-2020	Trina Burningham	.50	MNPDebt webpage created; Documents provided by S. Title added to the webpage; Vanity URL created.
24-Dec-2020	Akhil Kapoor	.80	Preparation of tasks and terms letter and sharing with S. Title for his review
24-Dec-2020	Akhil Kapoor	.20	Glancing through information (bank statements) shared by HO Accounts head (Mike)
24-Dec-2020	Akhil Kapoor	.60	1) Call with Mike re inputs required for cash flow projections- revenue, expenses, payroll, CRA payments, mortgage payments, major repairs required among others2) Updating the checklist as per availability of data from their accounting system
24-Dec-2020	Akhil Kapoor	1.60	1) Review of information available, present status and preparing an update for S. Title including cash flow projections, trust account information, payroll,

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			head office expenses, CEWS, required repairs among others2) Discussion re pharmacist arrangement and heads up to prepare the mailing to be sent to the creditors
24-Dec-2020	Sheldon Title	2.60	update call with Tom Wilson (32 mins); call with Rob Stelzer re: his experience in his dealings with Emerald Lodge; calls and texts with M. Springstead (20 mins); text and call Tyler of Landform Landscaping to resurrect the snow plow arrangements (15 mins); email with Shannon Rivet re: Barbers on stove repairs; review of quote on stove and call to Barbers (closed); email to residents the info on the town hall; emails to administrators on various, incl coordinating health/safety review; call with resident family members of the Montgomery home (25 mins); emails to/from Trollope on same; multiple emails to/from Neil Patel at RBC on banking activity; review of term and task agreement; address questions of S. Rivet on rent/office expenses and periodic calls with the administrators; email Chagnon
24-Dec-2020	Sheldon Title	.40	Emails to insurer and emails to prospective agents
29-Dec-2020	Akhil Kapoor	2.00	1) Discussion with Trina and Jessie re sending 245, 246 notice by Dec 31 and explaining them the background2) Preparation of required docs (file info) and detailed creditor list with addresses and outstanding amounts and sharing with Trina for the purpose of uploading in Ascend and subsequent generation of required reports and labels
29-Dec-2020	Akhil Kapoor	2.00	1) Review of application record and preparation of draft 245, 246 notice, pending NBV of assets2) Discussion with Mike re creditor list, assets information among others. Mike to revert and confirm the creditor outstanding balances3) Review of financials of the 3 retirement homes provided by Mike4) Review of statement of claim by Gill et al against multiple retirement homes and emailing S. Title to discuss how to quantify the claim for the 2 retirement homes under our domain- Northview and Dundas
29-Dec-2020	Akhil Kapoor	.30	1) Email communication re food orders for the retirement homes, other emails re setting up calls with Administrators and MNP Teams dealing with compliance and safety.2) Emails with S. Title re certain action points on the file3) Glancing through cash flow projections provided by Mike and sharing with M. Lem and S. Title

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29-Dec-2020	Jessie Hue	1.50	Assist Akhil and Trina on the preparation of the Ascend file and creditor upload schedule.
29-Dec-2020	Sheldon Title	1.80	call to Arun Mehta to consider elevator inspection, calls with Sharon Ellis of Flanagan's (11 mins); sending authorization to bill credit card for food orders for Montgomery and Northview, emails from Mike on Flanagan's order and request for payment of pre-filing Flanagan invoices; email to Neil Patel of RBC and message left from Sharon of RBC on status of reversing payments; email to/from Cliff Trollope and to his advising me of heating issue at Montgomery, request to Mike on info on elevating devices; calls and emails to/from Barbers on stove repairs, emails to Ryan, Anthony and Shannon to set up regular update calls, email to/from Michael Cretzman on homes, email to Ryan on Flanagan order; email from Wojtek on PP and email to PP to set up call,
29-Dec-2020	Trina Burningham	.25	Touch base with Akhil re: mailout of notice.
29-Dec-2020	Trina Burningham	.50	Touch base with Jessie re: Ascend and mailout of notice.
30-Dec-2020	Akhil Kapoor	.20	Finalization of draft pending NBV of assets and sharing with Mike to seek his inputs on final creditor list and NBV of other assets- AR, advance to related parties among others
30-Dec-2020	Akhil Kapoor	.70	Emails and calls with T. Burningham re incorporating all the creditor info (secured and unsecured) in Ascend incl. changes in certain creditor balances and preparation of labels
30-Dec-2020	Akhil Kapoor	1.80	1) Discussion with Mike re changes in creditor balances and preparation of Appendix A (secured creditor) and Appendix B (unsecured creditor) for the notice2) Preparation and finalization of 245, 246 notice and discussion with S. Title3) Review of financials, discussion with Mike and computing NBV of assets for the purpose of report4) Discussion with Branch office to facilitate sending notice to creditors on Dec 31 5) Discussion with Milke re accounts receivables from City of Hamilton and related party balances
30-Dec-2020	Akhil Kapoor	1.80	1) Review of existing projections re rent roll, payroll and other expenses and discussion with S. Title2) Call with Mike re basis of projections, requesting him to provide certain information, rent roll, payroll, consideration of maintenance expenses for elevator and HVAC, agency contracts for addl. staff among others.3) Discussion with S. Title re Gill SOA4)

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			Attending a call with Residents and their relatives (hosted by S. Title) and further discussion with S. Title re action items incl. discussion with Bank re stop payment on certain cheques
30-Dec-2020	Jessie Hue	1.50	Preparation and arranging for the notice of receiver, create the Ascend file and coordinate with Trina and Akhil mailing. Direction with Trina on the faxing the notice with the OSB and appointment order once notice is completed. Provide the list of creditors to include in the mailing.
30-Dec-2020	Matthew Lem	.20	Review of preliminary review of cash flow projections; review correspondence re same; update discussion with S. Title;
30-Dec-2020	Sheldon Title	2.40	townhall with residents, review of preliminary cash flow and call with Akhil on same, call to Michael at RHRA after receiving Murphy's question on sale to non-retirement home buyer, call with Phoenix, call to PP on Dundas property, emails from/to Ryan on food order and email to Ellis at Flanagan's on same; emails to potential property managers/business condition report suppliers; email with Trollope; review of s.245/246, creditor list, call to Sharon Ellis
30-Dec-2020	Trina Burningham	.75	Uploaded Dundas creditor list to Ascend and created mailing labels; Uploaded Northview creditor list to Ascend and created mailing labels; Uploaded Montgomery creditor list to Ascend and created mailing labels.
30-Dec-2020	Trina Burningham	.25	Printed Mailing list for secured and unsecured creditors from Ascend and emailed to A. Kapoor;
31-Dec-2020	Akhil Kapoor	.20	Discussion with Branch office re certain queries while processing the request for mailing the notice to creditors
31-Dec-2020	Akhil Kapoor	1.20	1) Reviewing the revised projections shared by Mike and comparing them with 2019, 2018 numbers for payroll and rent. 2) Call with Mike re certain queries and running through the CF projections for a brief understanding of the numbers3) Glancing through daily banking report
31-Dec-2020	Akhil Kapoor	.80	1) Noting down points discussed with Mike and evaluating them in the context of the projections2) Updating S. Title and M. Lem about the status3) Emails with S. Title re certain updates re payroll and rent rolls, repairs required, other requirements at the Homes among others4) Call with M. Lem re status of projections and next steps

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31-Dec-2020	Akhil Kapoor	.20	Glancing through inputs and back ups received from Mike (to be reviewed and analysed)
31-Dec-2020	Akhil Kapoor	.10	Discussion with J. Hue and T. Burningham re filing the docs with OSB and affidavit of mailing
31-Dec-2020	Jessie Hue	.20	Direction with Trina to fax notice and appointment order with the OSB, request to post to the website.
31-Dec-2020	Matthew Lem	.20	Update discussion with A. Kapoor re projections,
31-Dec-2020	Sheldon Title	.90	review of payroll, email to Akhil on payroll, email to/from Shannon on garbage removal; emails to/from Springstead on N95 masks, carpet inspection by City of Hamilton; email to A. Martino on carpet cleaning; email to/from C. Trollope on his site visits; email to/from Trollope/Phoenix on City of Hamilton inspection notice;
31-Dec-2020	Sheldon Title	.40	Call with Ryan on staffing, elevating devices and to answer questions re: expense reimbursements and sale of global homes;
31-Dec-2020	Trina Burningham	.25	Faxed the notice of creditors to the OSB.
04-Jan-2021	Akhil Kapoor	.40	1) Discussion with Trina re filing of 245, 246 notice and appointment letter with OSB2) Voice mail from OSB and discussion with them re retirement home file 3) Updating S. Title about the fact that OSB will generate 3 estate numbers. 4) Receipt of Receivership Certificates from OSB office and forwarding the same to the team
04-Jan-2021	Akhil Kapoor	2.80	1) Review of payroll registers for Northview, Montgomery and Dundas, preparing by month by employee summary for 2020. 2) analysing the summary and noting down key issues3) Reviewing employee listing and noting down the employees per the listing and incorporating it in the payroll analysis tab.4) Receipt of revised rent roll for Dundas and updating the same in our projections
04-Jan-2021	Akhil Kapoor	1.20	1) Email communication with S. Title and Administrators re current activities, status update, cash flow requirements at the 3 Homes, Health and Safety issues, payment of salaries at Montgomery among others2) Updating S. Title re status of computer records rec'd, cash flows, utilities, tasks and term letter, WEPP, CEWS among others
04-Jan-2021	Akhil Kapoor	.70	1) Preparing detailed list of queries in payroll and rent roll and sharing with Mike and requesting for a call. also, discussing the same with S. Title.
04-Jan-2021	Sheldon Title	3.20	call with D. Kendellen, call with Carmela Vidic (32 mins); call with Phoenix, call with Ronnie Mandowsky

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			on prop management; call with Trollope on safety/health review; email to Rivet on garbage pickup; email from Springstead on payment of Montgomery payroll historically involving a cash portion to deal with overtime and to my advising that practice stops with the receivership; email to Bleiweis of Sterling; email *2 to Synergy Partners on building condition; email to Pinchin; email to Coluccio of FCA on insurance review; email from Hamilton Spec/notify parties of the possibility of an article; email to/from Jensen; email to Trollope on carpet/staffing issue; email to A. Martino on carpet issue;
04-Jan-2021	Trina Burningham	.25	Faxed the appointment order to the OSB as per J. Hue.
05-Jan-2021	Akhil Kapoor	.30	Call with S. Title, Compliance team re current issues at the Homes and briefly about payroll cost
05-Jan-2021	Akhil Kapoor	.80	Call with administrators (along with S. Title and compliance team) of Dundas and Montgomery Homes re current issues faced by them, streamlining the process and explaining them the next steps
05-Jan-2021	Akhil Kapoor	.80	Call with Mike (R. Homes) re queries in payroll, rent roll and other issues incl. projections and scheduling another call with him and S. Title to decide on the next steps and process (incl. approval of payments) going forward
05-Jan-2021	Akhil Kapoor	.80	Multiple emails and calls with S. Title re payroll cost, payroll cheques to be issued, checklist from property management firm, payment approvals, Flanagan (food orders), receipt of CEBA (20k) for 2 of the 3 retirement homes, opening of trust accounts for the 3 homes at TD/RBC among others
05-Jan-2021	Akhil Kapoor	.20	Multiple emails with Mike re receipt of gross wage statements, net pay etc. and planning to incorporate it in my payroll analysis sheet
05-Jan-2021	Jessie Hue	.60	Banking admin on RBC and email S. Title.
05-Jan-2021	Sheldon Title	3.00	call with Wilson (.5), call with Marshall Bleiweis and Jack Beaton (.3) of Sterling; call with Kamala of CRA on trust exam status (.2); call with P. Hauser (.2); call with Anthony (.5) and Ryan (.5) on status of operations/staffing; review of staffing analysis; review of Spectator article; emails with Rivet on rescheduling call/operational issues; receipt of RHRA (McClurg) letter and forward to Trollope for consideration and emails related thereto in regards

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			to shaping a response, email to Doug at DDK Mechanical on boiler repairs; emails to Kapoor/Springstead on 1/5 payroll run; arrange for account openings; emails to Hiscox (CBRE) and from/to Jensen on information requirements; Email to Colliers; follow up email to Allma; email exchange with Vidic on non-compliance related issues at 1605 Main; email from Martino on quote for carpet; email with Phoenix on \$20K receipt of CBEA for two of the homes post-receivership; email with CBRE prop maintenance team; email forwarded from Lem on PP and email to PP
06-Jan-2021	Akhil Kapoor	1.10	1) Discussion with Mike and S. Title re developing the process and steps going forward, vendor concerns and disputes, reference to court order for continuation of services, fire fighter issue at one of the R.Homes, other issues faced by Head office and the 3 retirement homes2) Receiving information on revised rent roll, vendor emails, agency invoices, hourly rate report, list of employees at Dundas not included in payroll register among others
06-Jan-2021	Akhil Kapoor	1.40	1) Discussion with Trina re the letters to be prepared and to sent to the utilities informing them about receivership , continuation of services and segregating bills for the period Dec 23 onwards.2) Reviewing the invoices and confirming certain information with Mike3) Reviewing and revising the letters and sharing them with Trina for changes4) Sharing draft letters with Letters for review5) Informing Trina about S. Title's review points and advising about necessary changes to be made6) Requesting Mike to provide pending information to enable us to send the letters on Jan 7 7) Receiving voice mail and email from a creditor (to be responded on Jan 7)
06-Jan-2021	Akhil Kapoor	1.00	1) Emails and calls with S. Title and S. Ayer re payroll, outsourcing payroll service provider, vendors, vendor issues, utility letters, Trust accounts (emails with Jessie and Sheila at MNP), vaccination schedule among others2) Reviewing the daily banking report
06-Jan-2021	Akhil Kapoor	.30	Commencing work on payroll analysis to incorporate Jan payroll information in Dec payroll register (to be continued)
06-Jan-2021	Akhil Kapoor	.30	Discussion with S. Title re checklist of information required for facility management quotes, prepping

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			for marketing, payroll, actual cash flows among others
06-Jan-2021	Jessie Hue	1.20	Banking set up of the three RBC trust accounts and email the appointment order. Email S. Title the banking information for the trust and wire information.
06-Jan-2021	Sheldon Title	3.00	call with Rose/Mike/Akhil on various operational issues, call with Greg Whittaker of Caring Hearts and follow up email, call with Shannon/Cliff/Sarah, call with Daniel Holmes of Colliers, call with Visha and Yoni of CBRE on request for listing proposals, and subsequent emails to each of CBRE and Colliers; call with Pinchin on building condition assessment and subsequent email; email to Phoenix on RHRA letter/June 1st deadline; dealings with Rivet on dryer replacement; investigate ADP utilization to process payroll; emails with Ryan on elevator problems
06-Jan-2021	Trina Burningham	3.50	Spoke to Akhil re: four Utility Notices to be mailed out; Drafted the Notice to Utilities and emailed copy to A. Kapoor for review; Edited notices per A. Kapoor and sent back for second review; Edited notices per A. Kapoor and sent back for third review.
07-Jan-2021	Akhil Kapoor	.70	1) Calls and emails with S. Title, Trina and S. Ayer re notices to be sent to the utilities and issue regarding Bell internet services at Northview2) Emails exchanged with S. Title and C. Trollope re maintenance and other critical issues at the Homes
07-Jan-2021	Akhil Kapoor	.30	Discussion with S. Title, S. Ayer and Trina re Daily banking activity and record keeping to be prepared on daily basis
07-Jan-2021	Akhil Kapoor	.40	Emails and calls with Mike and explaining him our requirement of daily banking report and related docs required. Also, discussed the requirement of a checklist of docs required for marketing purpose. Lastly, discussed about the revised projections (to be updated by Mike)
07-Jan-2021	Sheldon Title	1.50	calls with Ryan at CBRE on listing proposal, internal call on banking, call with CBRE prop management team; preparation of RHRA reporting letter; email from Shannon on internet disconnection; emails with Phoenix on June 1st date; email with Phoenix on Riverview matter; email exchange with Angela Traube on insurance issue; ; receipt of order on carpet from City of Hamilton; email on fire inspection related issues

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07-Jan-2021	Trina Burningham	.25	Virtual meeting with S. Title, A. Kapoor and S. Ayer to review accounting information.
07-Jan-2021	Trina Burningham	2.00	Emailed A. Kapoor re: Utility Notice information needed; Made edits to the 4 Utility Notices per A. Kapoor; Finalized letter to Bell and emailed to A. Kapoor for final review; Emailed Bell the Notice of Receiver as per S. Title; Called Bell to follow up on Notice; Emailed S. Title, A. Kapoor and S. Ayer with update.
07-Jan-2021	Trina Burningham	.25	Called Enbridge to obtain contact insolvency department email address; Called Alectra Utilities to obtain contact insolvency department.
07-Jan-2021	Trina Burningham	1.25	Printed, mailed and emailed the Notice of Receiver to the utility companies.
08-Jan-2021	Akhil Kapoor	1.00	Review of data requirement list shared by a property management firm to prepare for marketing of homes, modifying the list and sharing with Mike and requesting to schedule a call to discuss.
08-Jan-2021	Akhil Kapoor	.20	Email comm. with S. Title re daily banking reports and how to commence mapping deposits and payments
08-Jan-2021	Akhil Kapoor	1.00	Review of bank info and preparation of format to track bank activity and sharing with Cherry Yip and S. Ayer
08-Jan-2021	Akhil Kapoor	.30	Emails with S. Ayer and C. Yip re tasks to be performed
08-Jan-2021	Akhil Kapoor	.30	Calls with C. Yip re detailed call on daily banking activity, period to be covered, preference of excel over an accounting software to manage the banking records among other related issues
08-Jan-2021	Akhil Kapoor	1.00	1) Preparation of statement of bank balance which can be transferred to Trust Account of receiver by analysing existing balance, payroll cheques cleared, payroll cheques outstanding (incl. pandemic cheques pending) and sharing the sheet with S. Title2) Discussion with Mike re pending payroll cheques for all periods, CEBA loan of \$20k for each of the retirement homes, need for transfer of money from the accounts among other issues3) Sharing revised with S. Title basis discussion with Mike 4) Discussion with S. Title re the balance which can be transferred
08-Jan-2021	Akhil Kapoor	.70	Calls with the 3 administrators re status of financial and non financials faced by them and timing of payroll records to be shared with Head office

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08-Jan-2021	Akhil Kapoor	.40	Discussion with S. Ayer and S. Title re daily banking activity, emails re fund transfer, request from another property management firm among others
08-Jan-2021	Cherry Yip	.50	Initial meeting with Akhil Kapoor - bookkeeping for 3 retirement homes
08-Jan-2021	Sheldon Title	2.50	call with Northview admin (.2); call with Ryan (.4); call with Anthony (.4); call with Colliers team (.4) call with Levy (.4); call with Vidic; call/email with Yvonne of Total Health (.2); calls/emails with RBC on banking, calls and emails with Springstead; call with Wilson on update on status/funding; consider/sign the Peel In Home agreement for Dundas' obtaining an RPN
09-Jan-2021	Akhil Kapoor	.10	Email communication with S. Title re certain issues at Montgomery
09-Jan-2021	Sheldon Title	.30	emails with Mike Springstead on \$20K CEBA funds, review of additional info received in respect thereto, email to Ryan the invoice from Total Health,
10-Jan-2021	Akhil Kapoor	.60	1) Review of revised projections shared by Mike and noting down steps and procedures to be performed for preparing the projections incl. the backup2) Email communication with S. Title re projections and information request list of property management firm
11-Jan-2021	Akhil Kapoor	.40	1) Reviewing changes made by S. Title in the projections2) Discussion with S. Title re projections, repairs required at the homes, update on Vestacon (construction managers), data requirement from property management firm among others.3) Discussion re Northview's payroll
11-Jan-2021	Akhil Kapoor	1.60	1) Review of sample bank activity tracker prepared by Cherry, making necessary changes and sending her the revised doc. Call with her to discuss and requesting her to replicate it for all the homes.2) Discussion with S. Title re creditor issues at Northview and checking with the administrator for background before calling the creditor.3) Call with a creditor explaining them about receivership, discussing their outstanding balance among other details. Also, emailing the receivership notice sent earlier at their mailing address4) Emails and call re preparation of bank tracker by Cherry and finalization of format for reporting5) Discussion with Cherry re evaluating if accounting software can be used for reporting6) Setting up the process of reporting and related discussion with S. Ayer and Cherry

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11-Jan-2021	Akhil Kapoor	.20	Emailing communication with administrator of Montgomery home re seeking quotations from an additional supplier for carpet repair. Updating S. Title about the status
11-Jan-2021	Akhil Kapoor	.50	1) Discussion with S. Title re pending data points from Mike, projections, checklist of items required by property managers, issues re carpet repairs, other repairs, No of homes and residents, requirement of previous environmental reports among others2) Email comm. with Mike re time sheets of the Homes, data requirements, EHT liability among others
11-Jan-2021	Akhil Kapoor	1.40	Review of by resident rent roll for the 3 homes and noting down queries on the variances between rent roll for the previous period and projections. Also, reviewed subsidy received from City of Hamilton for Northview and Montgomery and noting queries on the policy and amounts received.
11-Jan-2021	Cherry Yip	1.30	set up bank write-up x retirement homes and write-up bank transactions up to Dec 24, 20
11-Jan-2021	Cherry Yip	2.50	updated record up to Jan 6, 2021
11-Jan-2021	Sheldon Title	.50	call with Jamie Oldfield of Vestacon; call with Joe Levine of Senior's Residence; call with Yvonne at Total Life on her invoice
12-Jan-2021	Akhil Kapoor	1.40	Review of payroll statements, hourly rate, job descriptions of the employees at the 3 homes and incorporating the information in the 3 payroll sheets prepared for the 3 homes.
12-Jan-2021	Akhil Kapoor	.40	Calls and emails with Northview administrator re the employees, their rates, average salaries pre and post covid, spike in salaries due to pandemic period from Oct to Dec 2020, spike in Jan 5 salary due to Stat/Holiday pay, agency staff requirements, invoices received from a supplier and certain utility/tax payments, discussion re by room by resident data requirements among others
12-Jan-2021	Akhil Kapoor	1.00	Emails and calls with S. Title and other MNP team members re pharmacy agreements, data requirements for marketing, data room set up feasibility, issues related to clearing of BCU payments from the bank account, emails with Yohaana (Consulting Partner) re their visits to the Homes, Vestacon appointment to manage homes, impact of new restrictions announced by Government on the 3 retirement homes among others

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12-Jan-2021	Akhil Kapoor	.80	Emails and calls with Mike re data requirements for marketing- building condition, environment reports, license/certificate related info, historical period detail and data requirements, city of Hamilton/RHRA related info, payroll, rent info and changes in projections required among others and noting his comments in the information request list. Also marked items to be discussed with the respective administrators
12-Jan-2021	Akhil Kapoor	.10	1) Discussion with Cherry re updating daily activity report for 2 days in the daily banking activity tracker2) Seeking info from Mike re daily banking activity and time sheets for Northview
12-Jan-2021	Akhil Kapoor	1.30	1) Analysis of payroll for the 3 retirement homes, preparing the revised sheet, sorting the employees between existing and left employees, adding analysis and notes in each payroll. Also, preparing the sheet for sharing with realtors
12-Jan-2021	Akhil Kapoor	.70	1) Reviewing rent roll, comparing with projections, subsidy available from City of Hamilton and finalization of the same for the purpose of sharing with realtors.2) Adding financials, floor plans, payroll, rent info in marketing information folder and sharing the information with S. Title
12-Jan-2021	Cherry Yip	.50	update record up to Jan 11
12-Jan-2021	Sheldon Title	1.20	meeting Ryan + meeting Anthony
13-Jan-2021	Akhil Kapoor	.80	1) Call with Shannon (Northview admin) re issues at the centre, requirement of grease cleaning at the centre, call with previous grease cleaning service provider, quotes obtained from other grease cleaning service providers among others2) Finalizing and sharing Northview payroll and rent roll with the admin for her comments and requesting for details of room numbers of the residents
13-Jan-2021	Akhil Kapoor	.40	Finalization of Dundas and Montgomery payroll and rent roll and sharing with the respective admins to seek their comments and requesting for rent rooms among others
13-Jan-2021	Akhil Kapoor	.50	Call with Mike re queries in projections, data request for marketing info, certain suppliers among other issues and requesting him to provide revised projections
13-Jan-2021	Akhil Kapoor	.40	Emails with S. Title, Mike among others re certain issues at the homes, reporting requirements,

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			planning initiation of sale process through the realtors among others
13-Jan-2021	Akhil Kapoor	.20	1) Glancing through banking report and sharing with Cherry for updating the template2) Discussion with Cherry re preparation and updating of the activity tracker3) Email communication with Bonnie about scheduling a call tomorrow to discuss use of accounting software to record bank activity
13-Jan-2021	Akhil Kapoor	.30	Email communication with Rose and Mike and receipt of certain marketing information (incl. certain pics), revised rent roll from them.
13-Jan-2021	Akhil Kapoor	.30	Email communication with S. Title and providing detailed status of daily banking activity tracker, cash flow projections, information flow for the purpose of marketing
13-Jan-2021	Akhil Kapoor	.60	Reviewing and saving marketing information received from Mike re pictures of homes, utilities, time sheets, food orders, financials, floor plans, property tax notices among others
13-Jan-2021	Cherry Yip	.30	updated Jan 12
13-Jan-2021	Sheldon Title	2.70	call with Shannon of Northview on status; call with Phoenix; call with Jamie Oldfield on furnace related issues; call with McCluskie; call with Joe Levy; email from Ryan on resident fall (Mary) and emails'/call with Yvonne related to same
14-Jan-2021	Akhil Kapoor	.80	Email communication and discussion with S. Title re information required by Colliers- size and structure of resident units, other info about building, furnace, portable heater requirements, agreement for grease trap cleaning, Cogeco issues, furnace quotes among others
14-Jan-2021	Akhil Kapoor	.80	Emails and calls with the administrators re information required on room number of residents, size and structure of rooms, issues relating to heaters, grease trap cleaning, covid related expenses among others
14-Jan-2021	Akhil Kapoor	.80	Emails and calls with Mike and Rose re info on resident units, subsidy agreements, licences, floor plans, appraisal reports (Dundas and Montgomery) , daily banking report, discussion on projections among others
14-Jan-2021	Akhil Kapoor	.80	Commencing work on projections (Northview rent roll finalization), preparing them from Jan 13 to June 1 - to be continued on Jan 15
14-Jan-2021	Cherry Yip	.40	updated to Jan 13

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14-Jan-2021	Jim Guo	.30	chq & mailing
14-Jan-2021	Patricia Ball	.10	process cheque requisition
14-Jan-2021	Sheldon Title	3.40	emails from Peter Mayer of Intact on notice of termination on insurance policy, call with Phoenix on same; respond to Mayer; call to Edward John of City of Hamilton (left msg), email to Mr. John, email from Wojtek on impact of City's position on value and response thereto; email to Ryan at Dundas to discuss condition of two residents/reporting considerations on same, call with Phoenix on same; call with PP; advice on furnace at Northview being red tagged and emails with Shannon and calls with Oldfield on same; call with Jensen on his decision to pass on opportunity and reasons therefor; emails and call with McCluskie at Colliers; left msg for Wilson; further call with Phoenix given Colliers/Jensen positions; emails to/from Oldfield on furnace/other repairs
15-Jan-2021	Akhil Kapoor	1.20	1) Revising projections based on inputs received from Mike on certain expenses, snow removal revised contract among others2) Call and email with Cogeco re explaining receivership proceedings and reactivation of services at Northview retirement home3) Email comm. with S. Title re tenancy agreements with residents, appraisal reports4) Email comm. with Shannon re Cogeco and Ryan re Dundas payroll - time sheet for period ended Jan 4 20215) Sharing revised projections with Mike and requesting for certain info. Also mentioning pending items for projections- RPN costs, major repairs, EHT, CRA and prop taxes6) Email comm with Rose and Mike re certain information,
15-Jan-2021	Akhil Kapoor	2.50	Continued from Jan 14, 1) Preparing projections for Northview, Dundas, Montgomery for the period Jan 13 through June 12) Review of back up for opening bank balance as at Jan 13 and incorporating in projections3) Review of back up for food expenses, snow removal contract, other expenses and incorporating in the projections4) CRA dues and Property taxes for the Projection Period considered for payment in week ended June 14) Review of payroll and agency cost for each home and considering payroll and agency expenses in the projection period.5) Preparing consolidated cash flow for the 3 homes and determining cash shortfall over

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			the projection period6) Sharing draft financial projections with S. Title for review
15-Jan-2021	Akhil Kapoor	.80	1) Calls with Dundas and Montgomery admins re existing issues, payments to be processed, expense reports, urgent repairs among others2) Receipt of time sheet from Montgomery through fax3) Discussion with Mike and Cherry re receipt and completion of daily banking tracker for Jan 144) Receipt of info on RPN duties and time sheet from Dundas5) Receipt of computation of Dundas payroll and source deduction info for pay period due on Jan 20 from Mike (to be reviewed)
15-Jan-2021	Akhil Kapoor	.50	1) Emails and call with Yohaam re providing him information on the 3 homes, contact details of administrators and explaining background info, work done so far as Yohaam's team prepare for their review and analysis from Monday2) Emails and calls re setting up grease trap cleaning service for Dundas R. Home and informing Ryan and S. Title about it
15-Jan-2021	Cherry Yip	.20	updated Jan 14
15-Jan-2021	Jim Guo	.30	chq & mailing
15-Jan-2021	Patricia Ball	.10	process cheque requisition
15-Jan-2021	Sheldon Title	2.30	team call with Rivet; call with Jamie Oldfield of Vestacon; team call with Ryan Anderson; call with A.Martino and MNP team; finalize and submit Landscape invoice for payment; email from Anthony on reporting info (PPE and no cases) to RHRA; email exchange with V. Sawlanie on CBRE's ability to proceed with BCA in view of lockdown, email to Phoenix on whether lockdown impairs ability to have BCA; email from Akhil on grease trap; call with Wilson on (i) City of Hamilton position, resident issues at home, other; call with A. Coluccio on alternative insurance in view of Intact's threat of non-renewal; call with McClurg and Phoenix on McClurg's email and the reportable items at home
16-Jan-2021	Sheldon Title	.40	emails with Ryan/Graham/Cliff on incident dealing with Peel in Home PSW/resident; email to Akhil on following up with Orkin and The Cleaning House for ongoing supply
17-Jan-2021	Akhil Kapoor	.20	1) Email communication with S.Title re payroll for the pay period Jan 20, 2020 and Northview related operational issues.2) Sorting information on payroll and rent roll deposit relevant for Performance improvement team and sharing with Y. Thommy

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17-Jan-2021	Grant Bazian	.50	9 e.m.s from + 2 e.m.s to Sheldon Title & e.m from Matt Lem & e.m. from Jerry Henechowicz RE: course of action on sale (and when/with whom) vs secured lender credit bid, etc.
17-Jan-2021	Matthew Lem	.20	Attend to correspondence from S. Title re strategies and next steps.
17-Jan-2021	Sheldon Title	.70	review of listing proposals submitted by Colliers/Seniors, summarize; email to Akhil on funding for payroll
18-Jan-2021	Akhil Kapoor	1.30	1) Discussion with S. Rivet re itemized order for items to be procured from cleaning house 2) Calls and emails with Cleaning House rep re items, time of delivery, change of billing address (did not work) among others3) Discussion with Mike re order value and with Shannon re extra items 4) Evaluating purchases from cleaning house over the period Jan to Oct 2020 to understand the value of items procured in the historical period5) Discussion with Pest Control Company and explaining them the requirements (revert pending)6) Discussion with Shannon and Ryan re grease trap cleaning services schedule among others
18-Jan-2021	Akhil Kapoor	.90	1) Emails and calls with Performance Improvement Team of MNP re the 3 retirement homes2) Preparing and sharing data as required by them on payroll, rent roll among others3) Facilitating discussions with administrators across R. Homes
18-Jan-2021	Akhil Kapoor	.50	1) Discussion with Sheila and setting up expense report format for the administrators to spend and take reimbursement in order to expedite and remove bottlenecks2) Reviewing expense sheet of Shannon and sharing with S. Title for approval3) Explaining S. Ayer and requesting to make payments to Shannon
18-Jan-2021	Akhil Kapoor	.30	Discussion with S. Ayer and Matt from Ease team to discuss the costs involved and possibility of transfer of accounting and payroll function to our Ease team. We determined that it will be costly to transfer right now but may be considered after sale of the Homes
18-Jan-2021	Akhil Kapoor	1.60	1) Preparation of rent roll by room, incorporating room dimensions info Northview pending), age of property and sharing with S. Title2) Preparation of bank analysis as at Jan 15 and analysing payroll cheques outstanding, funds available in bank accounts, payroll payment requirement on Jan 20 among others3) Review of Montgomery and Dundas payroll received from Mike

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18-Jan-2021	Akhil Kapoor	.90	1) Emails and calls with S. Title re issues at Homes, agenda for discussion with BCU, funding requirement, creating a structure of all payments except payroll from Trust accounts, Cleaning house invoice, other requirements at the Homes among others2) Discussion re making revisions in projections (to be done)3) Discussion re retention bonus for administrators with S. Title and Y. Thommy
18-Jan-2021	Akhil Kapoor	.10	Discussion with Trina and Sheila re creating a tracker of all email addresses of utility companies to expedite discussion with them re outstanding payment and service activations
18-Jan-2021	Akhil Kapoor	.10	Receiving Cogeco invoice for the periods without bifurcating between Pre and Post receivership period and sending an email to them again to provide break up bill
18-Jan-2021	Cherry Yip	.30	bookkeeping updated
18-Jan-2021	Matthew Lem	.70	Call with S. Title and J. Henechowicz re review strategies and next steps.
18-Jan-2021	Patricia Ball	.40	process cheque requisitions
18-Jan-2021	Sheila Ayer	.30	Call w/ A. Kapoor, M. Bennett (MNP) - investigate options for payroll
19-Jan-2021	Akhil Kapoor	.50	Calls with administrators of Dundas and Montgomery to discuss current issues and other requirements
19-Jan-2021	Akhil Kapoor	.80	Discussion with vendors and supplier including:1) Cogeco- Discussed and emailed Cogeco team to share split invoices for the period prior and after Dec 23 2020, the previous invoice rec'd was for the entire period.2) Password: Email communication re a brief about the situation and scheduling a call for Jan 20. Invoice received from Mike as well
19-Jan-2021	Akhil Kapoor	.40	1) Discussion and finalization of expense sheet process2) Coordinating for Shannon's expense sheet and sending it to her through mail with admin help3) Discussion with S. Ayer re certain cheque requisitions
19-Jan-2021	Akhil Kapoor	.20	Receipt of bank report, sharing with Cherry and discussion with Cherry re certain entries
19-Jan-2021	Akhil Kapoor	.30	Discussion with S. Rivet re clean house order, items received and pending to take control of inventory. Also, received their 2 invoices through Mike and going through the items
19-Jan-2021	Akhil Kapoor	.20	1) Discussion with Mike re payroll outstanding cheques to compute the bank balance required at RBC account held with Mike2) Discussion re

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			exemption from WSIB for the retirement homes3) Discussion re food orders
19-Jan-2021	Akhil Kapoor	.60	Discussion re Fire control services, seeking docs from the 3 homes, reviewing the docs and understanding that Northview and Dundas do not require inspection at this time. Speaking with Regal Fire and sharing a test email. Updating S. Title about it
19-Jan-2021	Akhil Kapoor	.90	1) Email communication with S. Title re PPE inventory order quantity for the 3 homes and determining a way to have control on the existing and the subsequent orders with key attention to PPE items required during an outbreak. email communication with S. Title and C. Trollope as well re existing and future orders and PPE order quantities as required by RHRA2) Discussion with S. Title re selected agenda items for the call with BCU on Jan 203) Discussion re finalization of payroll cheques for payroll due on Jan 20 with S. Title and Mike
19-Jan-2021	Akhil Kapoor	.20	Review of historical rent for 2020 received from Mike for Dundas and Montgomery
19-Jan-2021	Cherry Yip	.30	bookkeeping update
19-Jan-2021	Jessie Hue	.50	Banking, assist S. Ayer with the stop payment admin.
19-Jan-2021	Sheila Ayer	.50	Compile expenses report, receipts, approvals for S. Rivet, prep cheque requisition, submit req for approval/processing
19-Jan-2021	Sheldon Title	1.80	call with McCluskie to pose questions on proposal, call from Mark @ RHRA on follow up to incident report; call with Thommy on his findings and his text on outbreak at homes, email exchange with PP, email to RBC to transfer funds to cover payroll, discussion with Kapoor on WSIB issue raised by Thommy, email exchange with Wilson; call to Peel in Home; call with Ryan Anderson; call with Thommy on R Anderson's comments on looking for a position; call with Ryan on his request for personal day, job search, PPE requirements; email from Ryan Anderson after hours to deal with bed bugs/non-show nurse from agency; emails to Wilson after hours on furnace issue after exchange of emails with Shannon on issues with breakers arising from temporary heaters
20-Jan-2021	Akhil Kapoor	.40	1) Call with S. Rivet re current issues at the home, inventory levels, call with S. Title, C. Trollope re issues to be discussed with BCU, Health and Safety report, administrators compensation among others

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20-Jan-2021	Akhil Kapoor	.40	Email communication with Regal Fire and another vendor in Hamilton for quotes and discussion on the list of repairs required as per Court order
20-Jan-2021	Akhil Kapoor	1.40	Multiple emails and calls with the administrators and Rose re existing inventory levels, quantities required and quotes received, preparing inventory sheet, minimum quantities required for Northview and Montgomery and requesting for missing info from administrators. Also, requesting Dundas admin to provide details (to be received on Jan 21)
20-Jan-2021	Akhil Kapoor	.50	Multiple emails and calls with vendors- Password, Cogeco and Alectra re their queries in the accounts, receivership, next steps, their outstanding amounts among others
20-Jan-2021	Akhil Kapoor	.30	1) Multiple emails and calls with Pest control team, S. Rivet re scheduling the visit for 5 rooms and multiple mattress cover change and finalizing the order, service scheduled on Jan 21. Also, connecting Ryan (admin) from Dundas with Pest Control team to inform them about requirements at Dundas2) Emails and calls with S. Rivet re discrepancy in Clean House order and confirming that the remaining items will be delivered momentarily.
20-Jan-2021	Akhil Kapoor	.40	Revising the 13 weeks projections basis discussion with S. Title and other changes due to change in timing of expense payments and sharing them with S. Title, also listing down items not considered in the projections
20-Jan-2021	Akhil Kapoor	.20	Discussion re updating cash flow tracking through bank report and delegating the task to another staff member of Accounts team
20-Jan-2021	Akhil Kapoor	.10	Discussion with S. Rivet re certain inventory items and requirement of eye wash stations
20-Jan-2021	Akhil Kapoor	.40	1) Email communication with S. Title and C. Trollope re call with BCU, next steps, report from compliance team, projections among others2) email communication with Yohaán Thommy re sharing required docs with him for his review
20-Jan-2021	Akhil Kapoor	.50	Reviewing and preparing updates for S. Title- re pest control, Fire inspection and PPE inventory required (and related matters and issues)
20-Jan-2021	Cherry Yip	.20	discussed with MG for ongoing bookkeeping
20-Jan-2021	Jessie Hue	.40	Banking.
20-Jan-2021	Jim Guo	.30	chq req
20-Jan-2021	Jim Guo	.30	chq req - Dundas Retirement

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20-Jan-2021	Jim Guo	.30	chq req - Maple Retirement
20-Jan-2021	Mubeen Ghouri	.30	Jan 19th Bookkeeping, discuss with Cherry
20-Jan-2021	Patricia Ball	.50	cheque requisitions
20-Jan-2021	Sheldon Title	1.80	conference call with Wilson/Burych (1.25 hours)(; call with Phoenix; call with Shannon Rivet on Northview (.3); call with team (.2) afterwards on various safety issues; mail from/to Vincent at Vestacon on furnace; call with PP; email with RBC (North York) on confirmation of loan balances, stop payments, etc.; emails with MNP accounting on cheque processing;
21-Jan-2021	Akhil Kapoor	.70	1) Discussion with S. Title re inventory sheet shared earlier, quotes to be revised and email communication with him re Northview order. Also, discussed fire inspection safety work order for Montgomery2) Discussion with Ryan re pest control at Dundas and evaluating couple of vendors with him who provide this service3) Updating self with City of Hamilton meeting with S. Title and action items
21-Jan-2021	Akhil Kapoor	.80	1) Discussion with Shannon and Ryan (admins) re explaining them the rationale to obtain their inventory levels, monthly quantities required and quantities required in case of an outbreak. 2) Identifying mistakes in Shannon's computation and asking her to revise. 3) Ryan's details were incorrect and not appropriate so requested him to refer to Shannon and Anthony' s sheet and provide correct numbers
21-Jan-2021	Akhil Kapoor	.20	Discussion with Anthony re repairs required as per Fire Inspection Order and connected him with the vendor
21-Jan-2021	Akhil Kapoor	.30	Reviewing inventory levels required in case of Coved outbreak as shared by Shannon. Also reviewing Ryan's numbers provided in email but they did not make sense so asked him to revise.
21-Jan-2021	Akhil Kapoor	.10	Review of bank activity tracker shared by Mike and sharing with Mubeen (Accounts team) for recording in our bank activity tracker. Email comm. with Mubeen re certain entries for which explanation is required
21-Jan-2021	Akhil Kapoor	.70	1) Emails and calls with vendors who are not paid since September 2020 and having concerns about repayment of past dues. Explained them the Court order and that we will be paying for their services from Dec 23, 2020, sharing Court order, recording their past dues and coordinating with Mike. Also,

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			advising the creditor to refer our website for regular updates. 2) Finalization of inventory list for Northview and sharing with Ryan to provide his details in similar format. Also updating S. Title about it
21-Jan-2021	Akhil Kapoor	.20	Email communication with Rose and Mike re work in progress PPE inventory sheet and finalizing N95 mask order for Northview
21-Jan-2021	Akhil Kapoor	.30	Email comm. with S. Title and Shannon re eye wash station and obtaining its quote, reviewing the quote and the quantities required and sharing the quote with S. Title for approval. Also, an email conversation with Cleaning House who provided the quote
21-Jan-2021	Akhil Kapoor	.20	Reviewing inventory list shared by Ryan and incorporating it in our workbook
21-Jan-2021	Akhil Kapoor	.60	1) Analysing inventory levels of the 3 homes, preparing consolidated sheet, sharing final numbers with the administrators for confirmation, discussion with Shannon re finalization and basis of numbers. Sharing revised sheet with S. Title for his review2) Discussion with Shannon re N95 mask orders and delivery3) Email comm. with S. Title re change of billing address for suppliers and inventory levels
21-Jan-2021	Akhil Kapoor	.30	Email comm with S. Title re bed bugs issue at Dundas and updating him about the steps taken so far and vendors contacted
21-Jan-2021	Jim Guo	.40	courier chq
21-Jan-2021	Mubeen Ghouri	.20	Jan 20 Bookkeeping
21-Jan-2021	Patricia Ball	.30	cheque requisitions
21-Jan-2021	Sheldon Title	2.00	call with Edward John and Rob Mastroianni of City of Hamilton Subsidies office; email to Phoenix/Trollope summarizing call; email to Wilson also summarizing meeting; review/comment on draft RHRA report and forward comments to Cliff; call with Joe Levy of Seniors on asset values; numerous emails to Tom Wilson and Walter Burych on sales process and repairs/maintenance related issues; processing payments; review of banking position email with DDK on boiler; email with Donna Ballentyne of Pinchin on BCA
22-Jan-2021	Akhil Kapoor	.70	1) Email comm with Shannon and updating inventory sheet2) Call with Shannon re new issues at home, trespass issue, N95 inventory, pest control issues among others

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22-Jan-2021	Akhil Kapoor	.40	Multiple emails with Performance Improvement team re staffing requirement at home, resident roll for previous periods, Time sheet for historical period among others and sharing relevant info with them
22-Jan-2021	Akhil Kapoor	.40	Multiple emails and calls with Shannon. Rose and AZ Med and placing N95 mask order with them and scheduling the delivery on Monday. Also, discussion with AZ Med re their interest in buying the homes
22-Jan-2021	Akhil Kapoor	.10	Reviewing the bank activity and sharing with team to update the tracker for Jan 21
22-Jan-2021	Akhil Kapoor	1.20	1) Calls and emails with Anthony re fire inspection report repairs, quote for carpet repair, connecting with another person for minor construction repairs, understanding Montgomery marketing strategies to ensure the Home is always full among others2) Multiple emails and calls with password protection, Sheldon and Shannon re issues at homes which require urgent attention3) Multiple emails with S. Title re ongoing issues, updates, among others
22-Jan-2021	Jessie Hue	1.70	Banking, review micro coding and t/c with S. Title on potential cheque issue. Dealing with branch at RBC Milton and follow up with S. Title on status. Further inquiry with RBC account manager on reissued cheques on the micro coding for precaution.
22-Jan-2021	Mubeen Ghouri	.20	Jan 21 Bookkeeping
22-Jan-2021	Sheldon Title	1.70	emails from Shannon Rivet on break and enter and request whether we wish to press charges; call with Phoenix; call with Shannon, call with Pre Lock on front door issue; call with Blue Knight Security in case there is a need for security at front door; call with Carmela Vidic of City of Hamilton on carpet replacement; update call with Anthony Martino of Montgomery; emails with Ron Hazell to finalize Blue Knight's involvement; email from/to Angela Taube of insurance brokerage on insurance renewal; respond to Ryan on staffing concerns; call with Yohaana on Ryan's staffing issues
23-Jan-2021	Mubeen Ghouri	.20	Jan 22 Bookkeeping
23-Jan-2021	Sheldon Title	.50	respond to Shannon Rivet's message re: lack of outdoor lighting at Northview and arrange for Vestacon to repair; emails/calls with Shannon and Jamie Oldfield concerning same; coordinate through Akhil the quoting on the carpet after receiving Tom Wilson's message; call from Oldfield to advise of resolution of lighting problem; to being advised by

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			Shannon that furnace is not working and coordinating with Vestacon the repairs by Opus to the units
25-Jan-2021	Akhil Kapoor	.80	1) Emails and calls with S. Rivet and Ryan re N95 masks for Northview, Pest Control, Grease Trap cleaning at Dundas. Also, briefly discussed requirement of PPE at R. Home2) Discussion with Ryan re expense report and sharing a format. Also requesting him to seek quotes for Pest Control Inspection from Apollo3) Discussion re banking activity for Jan 22 and email comm with Accounts team re entries for which explanation is required
25-Jan-2021	Akhil Kapoor	.80	1) Emails and calls with S. Title re open issues at homes and planning ordering of PPE Inventory2) Discussion with S. Title daily banking activity3) Informing S. Title re interest of a party in buying retirement home and email comm with the party4) Requesting Mike to provide info about Brantel, creditor of Northview whose name was not there in the creditor list5) Further discussion with S. Rivet re action items, coordinating for deliveries etc.
25-Jan-2021	Akhil Kapoor	.80	1) Emailing Anthony to request him to provide an update about fire repairs2) Follow up with Ryan regarding Grease Trap service3) Email comm with Cleaning House re eye wash station, ordering 2 of them for Northview and informing them of receivership and revised billing information4) Making arrangements to pay for the N95 masks for Northview (incl. coordinating with admin team)
25-Jan-2021	Akhil Kapoor	1.30	1) Reviewing Reinvestment Funding document of City of Hamilton which deals with funding available for recreational activities of the residents and providing comments to S. Title re action to be taken before Feb 1 to ensure the documentation is provided or return the money. Also, discussed the possibility of continuing to hold the funds in trust and list of eligible activities during Covid. 2) Discussion re issues raised by a family member of a resident of Montgomery Home3) Reviewing the daily banking activity, rectifying few errors, highlighting the items for which explanation from Mike is required. also sharing with S. Title and discussion re preparation of a summary for SRD and other purposes4) Email comm with S. Title re supplier invoices, Sale process, quotes for carpet repair to be obtained among others
25-Jan-2021	Jessie Hue	.40	Banking, request for the statements for three accounts to confirm cleared cheques. Email

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			confirmation with S. Title on no online access for trust accounts.
25-Jan-2021	Sheldon Title	1.90	email to Carmela Vidic on carpet replacement; email from Shannon on arranging additional night of security and to sending her supplier invoice to check; check in with Ryan Anderson (.4); emails to Barbers and Caring Hearts to lend support to Ryan's efforts at kitchen repairs/staffing needs; emails to/from MA Lenio on non-responsiveness from Montgomery on phone/emails; receipt of Walter Burych's email/develop response/call with McCluskie of Colliers to confirm certain aspects of its proposal with it.
26-Jan-2021	Akhil Kapoor	1.00	1) Discussion re action items- carpet quotes, accounting for entries in bank statement, Reinvestment Funding (City of Hamilton), supplier invoices, understanding payroll from Mike and initiating transition to ADP among others2) Call with S. Rivet, Northview re open issues, status of PPE among others3) Call with Cleaning House re change in billing address and other instructions4) Emails with Anthony re repairs at home- Fire related - completion of other work by a supplier for \$400, quotes for Fire door installation, drywall deficiency, updating S. Title about the status5) Discussion with Accounts team re entries for which explanation is req'd and sharing cheque relates information with them. Also, discussion with him to prepare a summary of receipts and disbursements under various heads.
26-Jan-2021	Akhil Kapoor	.80	1) Email and call with a Brit Vis, a vendor who provides carpet replacement/repair service to explain the requirements and connecting them with the administrators of the Homes2) Discussion with S. Rivet re Cleaning House invoices for the last 30 days to understand if the products have been received.3) Call with Anthony re discussion on open issues (incl. fire related) and way forward4) Emails with S. Rivet re additional work required from Walker Environmental5) Discussion with Trina re 235 notice post on website, preparation of vendor list and payments to be made to them among other issues6) Discussion with mask vendor for Northview for additional invoicing for mask testing among other stuff
26-Jan-2021	Akhil Kapoor	.40	Email comm with S. Title re follow up with utilities, preparation of a tracking sheet for payables, update

DATE	PROFESSIONAL	HOURS	DETAILED TIME DESCRIPTIONS
			on Bert vis (carpet repair vendor) scheduled visit at the 2 homes and discussion re update on a PP and saving that information in the Sale process folder
26-Jan-2021	Akhil Kapoor	1.00	1) Emails and calls with S. Title and Mike re cheque book order, issues related to outstanding invoices, email from a vendor about payment as his name was not in creditor list (Mike explained it was missed)2) Discussion with Mike re Brantel invoices which were not recorded, how to deal with them, other queries related to that.3) Discussion with Ryan (Dundas) re Grease Trap services and scheduling a conference call with them (required by Grease Trap)4) Discussion with Ryan re status of conversation with Apollo for pest control service5) Email comm with Shannon re N95 masks, fitting issues and scheduling a visit by the supplier, coordinating with the supplier for the payment6) Further emails on the carpet issue, payment for furnace etc.7) Emails with Brit Vis re work to be done (carpet repair), approval process, timeline, Court order, billing information
26-Jan-2021	Jessie Hue	.80	Banking prepare cheque reqs.
26-Jan-2021	Mubeen Ghouri	.20	Update bank activity tracker
26-Jan-2021	Sheldon Title	.90	finalization of memo; call with Phoenix; email memo to Burych/Wilson, check in call with A. Martino; emails on locksmith/mag lock and arrange security; process payments; finalization/issuance to RHRA of safety/health letter; send copy of RHRA letter to Wilson/Burych
26-Jan-2021	Trina Burningham	1.00	Cheque Requisitions filled out and emailed to Sheldon for Approval; Saved cheque reqs to directory; Emailed Akhil re: 3rd cheq req and invoice.
26-Jan-2021	Trina Burningham	.25	MNPdebt webpage updated to include document provided by A. Kapoor.
27-Jan-2021	Akhil Kapoor	.40	1) Discussion with S. Title re expense summary, vendor summary, call with BCU, transition for payroll, Sale process discussion, RHRA notice for June 1 deadline among others2) Email comm re flooring options for Northview as carpet is not viable. Also need to inform Bert Vis to provide cost effective options for flooring other than carpet3) Email comm re commencing work on preparing vendor invoice summary with Trina's help
27-Jan-2021	Akhil Kapoor	.10	Discussion with Mubeen re preparation of expense summary

DATE	PROFESSIONAL	HOURS	DETAILED TIME DESCRIPTIONS
27-Jan-2021	Akhil Kapoor	.70	1) Updating the entries to appropriately group expenses incurred from Dec 23 2020 till date in the daily banking activity tracker, updating Pivots to ensure the information is captured correctly and sharing with Mubeen to update Jan 25 and Jan 26 in the report2) Sharing the sheet with Mike and requesting for his time to discuss a few entries
27-Jan-2021	Akhil Kapoor	.70	1) Discussion with Mike re certain in the banking activity tracker, payroll processing next week and related steps, Sale process documents, subsidies from City of Hamilton among others2) Calls and emails with S. Title and AZ Med Pharma (PPE supplier) re inventory requirements for Dundas and Montgomery and placing the order for masks and gloves.3) Discussion with S. Rivet re delivery of N95 masks at N.view and scheduling N95 mask fitment on Jan 28. Also discussed about scheduled delivery of eye wash stations at N. View on Jan 284) Discussion re pin money withdrawal and distribution among the residents
27-Jan-2021	Akhil Kapoor	.50	1) Discussion with Mubeen (Accounts team) re update of bank activity for last 2 days- Jan 25 and Jan 262) preparation of statement of R and D for the period Dec 23 2020 to Jan 25 2021 for the 3 Homes and sharing with S. Title for review3) Explaining how to prepare the pivot and SRD to Mubeen to ensure he prepares it going forward
27-Jan-2021	Akhil Kapoor	.40	1) Discussion re payment of an invoice from a vendor who fixed the elevator at Dundas a few weeks ago and also discussing with S. Ayer to commence preparation of vendor invoice summary with Trina's help2) Discussion with Shannon re requirement of addl. service from Walker for addl. repairs
27-Jan-2021	Akhil Kapoor	.90	1) Reviewing all the vendor invoices, saving such emails rec'd from all vendors through Mike, Admins, S. Title, preparing a format to record vendor invoices and its summary and email comm with Trina re commencing work on the same2) Email comm with Trina re directing her to follow up with utilities for the break up of invoices for the period Dec 23 2020 onwards
27-Jan-2021	Akhil Kapoor	.40	1) Email comm with May re finalization of PPE order for Dundas and Montgomery2) Informing Ryan and Anthony about the order to ensure they coordinate for delivery and also discuss fitment issues with AZ

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			Med3) Requesting Sheila to proceed for payment after Sheldon approves them
27-Jan-2021	Mubeen Ghouri	.30	Bookkeeping/pivots
27-Jan-2021	Sheldon Title	1.20	Conference call with Burych/Wilson, call with Phoenix afterwards; call from Levy (Seniors)
27-Jan-2021	Sheldon Title	.50	email to MA Lenio (follow up on complaint re: A. Martino); emails on PPE; email from Shannon/to Ron on security issue; email to/from Ryan Anderson on personal days/PPE; exchange of Shannon on reasons carpet ought not to be used
27-Jan-2021	Trina Burningham	.50	Started the Affidavit of Mailing draft
27-Jan-2021	Trina Burningham	.25	Cheque requisition drafted and emailed for approval; Emailed approved requisition to J. Hue for submission.
28-Jan-2021	Akhil Kapoor	.50	1) Discussion with Sheldon re payroll transition, RHRA letter, steps to be taken for Sale Process, call update with BCU, scheduled call with the admins among others2) Bell email and advising Trina to follow up3) Sending email to Brantel to inform about Northview receivership and next steps4) Advising Accounts team to update bank report for Jan 275) Email comm with Brantel team and saving their 2 invoices6) Email comm with Trina advising her to add Branttel in Ascend for N. View
28-Jan-2021	Akhil Kapoor	.30	Call with Trina to explain how to make vendor invoice summary, follow up with utilities etc.
28-Jan-2021	Akhil Kapoor	.70	1) Email comm with Mike re asking for payroll information for payments scheduled on Feb 5 and giving him a heads up about scheduling a visit at his office next week2) Review of letter received from RHRA3) Email comm with S. Rivet re time sheet for period ended Jan 15 20214) Email comm with Mike re PIN Money and to revert to him on that later5) Email comm with S. Title re status update on RP002 for MNP on behalf of R. Homes
28-Jan-2021	Akhil Kapoor	1.20	1) Emails with Shannon and S. Title re fire related problem at N. View for which Hamilton Fire Service is required to be called2) Email comm with HFC explaining them about receivership, the requirement at N. View and assuring them that MNP will pay for the services.3) Email comm with Nick from Regal Fire and S. River re aspects of the work order, certain clarifications (HFC did not consent to provide the service)4) Email comm with S. Ayer re vendor invoice summary (draft) prepared by her and next steps and

DATE	PROFESSIONAL	HOURS	DETAILED TIME DESCRIPTIONS
			fixing a call with her to understand ADP's involvement for payroll processing 5) Multiple emails with Regal Fire and Shannon re explanation the problem behind the beep noise from the instrument
28-Jan-2021	Akhil Kapoor	.60	1) Review of PIN Money document along with the back ups available for resident PIN Money and approving the request to withdraw PIN money and hand over to the residents through administrators. Also, informing Shannon to collect PIN money from Mike 2) Email and call with S. Title re PIN Money request 3) Email comm with Mike re PIN Money for Dundas as they do not receive it from the City. He confirmed that resident families provide the money for residents.
28-Jan-2021	Akhil Kapoor	.40	1) Follow up with Bell re follow up to provide break up of invoice summary for the period Dec 23 onwards and directing Trina to follow up with the other utilities except Cogeco. 2) Discussion with S. Title re one time funding received by Montgomery from city of Hamilton
28-Jan-2021	Jessie Hue	.30	Follow up with the bank and request of the statement of accounts to date, save to the directory.
28-Jan-2021	Sheila Ayer	1.25	Compile Vendor Invoice tracker, reconcile payments, provide summary of findings to A. Kapoor
28-Jan-2021	Sheldon Title	.90	call from Flanagans on cheque; forward same to Hue to investigate RBC error on Flanagan cheque processing;; call with Angela Taube on Intact insurance policy renewals; call with Hamilton brokerage referred by BCU; request transfer of funds from Northview pre-existing a/c to our trust account
29-Jan-2021	Akhil Kapoor	.10	Email comm with Shannon and Regal Fire re resolution of "Beep" issue from an instrument from N. View basement and updating S. Title about it
29-Jan-2021	Akhil Kapoor	.80	1) Email comm with Trina re email address to be created for R. Homes 2) Email with Trina re follow up Enbridge, Cogeco and setting up billing for enbridge. 3) Following up with Cogeco for break up of invoices 4) Bank activity tracker- sending bank statement to Mubeen for update and making changes in the tracker for entries as discussed with Mike
29-Jan-2021	Akhil Kapoor	.80	1) Call with Shannon re update on issues at home and updating S. Title re vaccination timeline, maintenance repairs, grease trap item repairs, PPE inventory to be discussed next week among others 2) Call with C. Trollope re open issues at Dundas and discussion on

DATE	PROFESSIONAL	HOURS	DETAILED TIME DESCRIPTIONS
			Northview issues. 3) Call with Anthony re issues at Montgomery home re PPE Inventory, carpet issue, vaccination update, replacing furnace among others. Fire installation among others
29-Jan-2021	Akhil Kapoor	1.20	1) Discussion with Sheila re payroll transition- steps to be taken to ensure transition for next payroll scheduled on Feb 20, documents to be submitted to ADP, time sheet available from homes among others2) Discussion with S. Rivet re security guard requirements, issues with door repair, connecting with Blue night services to verify availability of security guard among others and ensuring the guard is available and possibly for the weekend (multiple emails and calls)3) Email comm with Anthony re advance payment requirement for door repair and updating S. Title about it4) Email comm with S. Title re Thyssen Krupp email on the outstanding invoices.5) Update on communication with RHRA re Dundas and issues of resident fall in specific areas at the homes
29-Jan-2021	Jessie Hue	1.20	Banking, prepare cheque reqs, issue cheque and prepare courier.
29-Jan-2021	Mubeen Ghouri	.20	Bookkeeping Jan 28
29-Jan-2021	Sheila Ayer	.50	Call w C. Marshall (ADP), email status update; Call with A. Kapoor re ADP Payroll coordination, Vendor Tracker
29-Jan-2021	Sheldon Title	1.60	two calls with Phoenix on various, incl. RHRA notice requirement after receiving McClurg email; (.4) call with McClurg/Phoenix (50 mins), emails with Wilson following call on BCU notice; call from Bob Brown and his msg re: RHRA notices; call with Wilson (.5);
30-Jan-2021	Akhil Kapoor	.20	Emails re Door repair at Northview, which is complete and do not require security, RHRA and BCU call update from S. Title and action items for today
30-Jan-2021	Akhil Kapoor	.10	Email comm re bank activity for Jan 29, comm with Mubeen for update , explaining S. Title about PIN money withdrawals, also advising Mubeen about the same
30-Jan-2021	Akhil Kapoor	.40	1) Providing update of the call with Anthony to S. Title re furnace, door, carpet among others and also email comm about matters impacting all the homes2) Email comm with S. River re carpet quotes from Bert Vis
31-Jan-2021	Sheldon Title	.20	email to David Blanchard of Blair Blanchard Stapleton on opportunity to list property

DATE	PROFESSIONAL	HOURS	DETAILED TIME DESCRIPTIONS
01-Feb-2021	Akhil Kapoor	.30	1) Email comm with S. Rivet re maintenance works required, who will do it, its budget, timelines and finally its visit
01-Feb-2021	Akhil Kapoor	1.20	1) Email comm with Anthony re drywall deficiency, fire door installation, furnace among others2) Email and call with S. Rivet re maintenance repairs required at home, maintenance man expenses, his expense sheet and related matters incl. items required and their quotes3) Email comm with Shannon re carpet repair and related options available4) Email comm with Mike re requirement of payroll computation for Northview and Dundas and receipt of payroll for Montgomery and Bank activity report5) Email comm and calls with Jessie Hue re EHT letter received from Minister of Finance6) Emails and calls re privacy concern shared by Registrar of Hamilton Court as her name was appearing in the application record. Resolved by S. Title by asking to upload PDF scanned document so that the name is not searchable
01-Feb-2021	Akhil Kapoor	1.00	1) Email comm with Bert Vis re quote received from them for Montgomery2) Email comm with Sheila re new invoices received on Feb 1 and recording them in vendor invoice tracker. Also, discussed other alternatives of tracking invoices. 3) Call with CRA rep (Kamila) re RP002 account opening to proceed with source deduction payment and discussion re other files. Updating S. Title about the discussion4) Email comm with vendors re their invoices and payments to be made5) Email comm with Christina (For Fitment testing of employees) re central billing for the 3 Homes and sharing Court Order 6) Email comm re Third party vendor invoices and email comm with S. Title and admins of homes
01-Feb-2021	Jessie Hue	.20	Banking
01-Feb-2021	Matthew Lem	.30	Discussion with S. Title re file matters and strategies.
01-Feb-2021	Mubeen Ghouri	.20	update bookkeeping
01-Feb-2021	Sheila Ayer	.50	Update invoice tracker, coord. cheq requisitions for payments
01-Feb-2021	Sheldon Title	.70	conference call with Burych, Phoenix and Wilson
01-Feb-2021	Trina Burningham	.60	Bank Cheque Requisition drafted and emailed for approval; Approved copy saved to directory and emailed to P. Ball for deposit; Bank Cheque Requisition drafted and emailed for approval; Approved copy saved to directory and emailed to P. Ball for deposit.

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02-Feb-2021	Akhil Kapoor	.10	Reading through emails between S. Title, legal counsel and BCU and email comm with S. Title re prep of SRD from Dec 23, 2020 to Jan 31 2021
02-Feb-2021	Akhil Kapoor	.40	1) Email comm with Shannon re garbage pick up through Waste Co, sink cleaning and other misc. items2) Email with Anthony re status update on drywall and furnace update3) Connecting Anthony with Vestacon for door repair
02-Feb-2021	Akhil Kapoor	.60	1) Review of Banking tracker and making necessary changes in the tracker for the purpose of sending the SRD to S. Title for RBC Accounts held by Mike2) Email comm with Mubeen re Bank report for Feb 1 and explaining changes made in report3) Email comm with S. Title and S. Ayer re payments made by S. Title for food for the Homes
02-Feb-2021	Akhil Kapoor	1.20	1) Email comm with Waste Connections explaining them about receivership and next steps upon receipt of their bill2) Email comm with Branley re services performed at Montgomery - Fire repairs3) Email comm with Sheila re payroll records available, form to be filled for ADP, requirement for payroll processing by Feb 20, ADP charges among others. Also, discussed vendor invoice summary for certain entries on which explanation was sought4) Call with S. Title and S. Ayer re discussion on payroll records for transition to ADP and vendor invoice summary5) Email comm with Bert Vis re the 2 quotes received from them for Montgomery (to review them)6) Email comm with Ryan (Dundas) re grease trap cleaning and Pest control service7) Email comm with Vestacon re certain repairs required at Montgomery
02-Feb-2021	Akhil Kapoor	.30	Call with Mike and S. Title re compensation for services by NA, payroll records and rent roll for January 2021 among other details
02-Feb-2021	Akhil Kapoor	.40	1) Discussion with the registrar of Court re uploading non searchable document on the web so that the name is not searchable. Receipt of a new doc from her2) Email comm with S. Title about it as the Registrar sent an email again3) Discussion with S. Title re final agreement on the issue re posting the searchable doc again on website
02-Feb-2021	Akhil Kapoor	.70	1) Noting down key agenda points and having a call with Ryan to discuss issues re pest control, grease trap, time sheet, direct deposit form and some floor repairs. Also, discussed an issue re short collection of rent from a few residents, information to RHRA

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			among others2) Providing an update to S. Title about the call
02-Feb-2021	Akhil Kapoor	1.50	1) Call with Anthony re issues at Montgomery home - door installation, furnace, quote for carpet, direct deposit forms, rent roll among others. Also sharing the 2 quotes with him2) Calls and emails with Mike, Ryan (admin of Dundas), S. Title, Trina and Sheila and Cogeco team re issues with Cogeco service at home and informing Ryan that it is a technical issue and there is no issue with service.3) Communication with Waste Co re change of service and change of billing info4) Closure of privacy concern issue and email comm re MNP Privacy officer5) Follow up with Vestacon and update of meeting between Anthony and Vestacon re fire door issue6) Email comm with Todd from Branley re payment to be made to them7) Receipt of payroll for 3 homes and NA invoice to MNP
02-Feb-2021	Akhil Kapoor	.40	1) Review of quotes received from Bert Vis (Glue down vs click installation)2) Email comm with Todd from Branley re payment to be made to him.3) Email comm with Cogeco team and sharing email address and other info with Ryan (Dundas) to schedule a visit or call with Cogeco
02-Feb-2021	Jessie Hue	.80	Updating minister of finance information in Ascend. Dealing with incoming mail and saving to the directory. Banking , prepare cheq reqs.
02-Feb-2021	Matthew Lem	.10	Review and approve cheque requisition
02-Feb-2021	Patricia Ball	.10	cheque requisition
02-Feb-2021	Sheldon Title	.60	call with Mike Springstead and Akhil Kapoor on payroll, financials, etc.; addressing matters related to privacy issue raised by court clerk
02-Feb-2021	Trina Burningham	1.75	Printed and scanned appointment order to create privacy compliant version; Uploaded document to MNPdebt webpage; Deleted previous version from webpage; Per S.Title, removed Privacy Compliant version from webpage and replaced with original "searchable" version.
03-Feb-2021	Akhil Kapoor	.20	Emails received re Northview IPAC, Pinchin work heads up among others and sending an email to Shannon re action items for today- cleaning carts, inventory, flooring options among others
03-Feb-2021	Akhil Kapoor	1.50	1) Email comm with S. Rivet re cleaning cart order with Cleaning house, emails with Cleaning House team.2) Detailed discussion and review of quotes with Bert Vis team for Northview and Montgomery.3)

DATE	PROFESSIONAL	HOURS	DETAILED TIME DESCRIPTIONS
			Email comm re bank activity and discussion with Mubeen4) Email comm with Mike re certain deposits and about Telus invoice
03-Feb-2021	Akhil Kapoor	.40	Follow up with Bell, Cogeco, Alectra and Enbridge for their updated invoices to give effect to receivership
03-Feb-2021	Akhil Kapoor	1.40	1) Email comm with S. Rivet re quotes received for washer. Also sharing quotes received from Appliance Girl - Washer2) Receipt of employee information from Mike for the purpose of providing to ADP and reviewing the same3) Receipt of invoices from Cleaning House re sink solutions and Cart.4) Call with the Registrar re her name removal and directing her to MNP Legal team5) Email rec'd from H. Spector and forwarding it to S. Title. 6) Email comm with Trina re Enbridge account opening in MNP name and asking to seek login details6) Discussion re Reliance invoice for Northview and providing a status update to S. Title re all utilities- Bell, Cogeco, Alectra, Enbridge and a new one - Telus7) Email comm with Thyssen Krupp and another creditor re providing their information about the receivership and billing information
03-Feb-2021	Jim Guo	.30	chq run
03-Feb-2021	Mubeen Ghouri	.25	Bookkeeping Feb 2nd
03-Feb-2021	Patricia Ball	.20	cheque requisition
03-Feb-2021	Patricia Ball	.20	cheque requisition
03-Feb-2021	Sheldon Title	.60	review of cheq requisitions, email to/from Ryan/Desrene on Peel in Home payment/invoicing; updating SRD to reflect additional activity; email to/from Pinchin, email to/from Rob Mastroianni on timing for call with City of Hamilton, call to Berg on potentially representing us on retirement home management and review of notes for other service providers
03-Feb-2021	Trina Burningham	.50	Bank Rec approved and emailed to P. Ball.
04-Feb-2021	Akhil Kapoor	.20	1) Discussion re Bell issues at NView, Pest control issue at Dundas among others with S. Title2) Email comm with Anthony re quote for door installation shared by Vestacon
04-Feb-2021	Akhil Kapoor	1.20	1) Discussion re dry wall issue at Montgomery, multiple issues at Dundas (RHRA), telephone issue at Northview, Water tank at Northview, receipt of inventory list from N. View and discussion re order confirmation of AZ Med of additional PPE items which were not available earlier and scheduling

DATE	PROFESSIONAL	HOURS	DETAILED TIME DESCRIPTIONS
			delivery at N. View.2) Discussion re rent roll with Mike and banking activity for Feb 3 incl. call with Mubeen for update on tracker3) Email comm with Waste connections re certain required information for their billing purpose4) Email comm with Trina re activation of Enbridge online account for invoice viewing and other purpose
04-Feb-2021	Akhil Kapoor	.30	1) Email comm with Doug from DDK about Montgomery's furnace issue and requesting for a call2) Email comm with Sheila re information for ADP and timelines to provide that information3) Email comm with Shannon re washer and Bell issue and delivery of certain cleaning items4) Call with Doug from DDK re estimated cost for parts replacement and timing of receipt of the revised quote (to be received on Feb 5)
04-Feb-2021	Akhil Kapoor	.30	1) Email comm with Ryan re maintenance of cable by Cogeco and connecting with the representative2) Email comm with Brantel team re service request for phone line at Northview3) Email comm with Anthony re fire installation door and related quotes
04-Feb-2021	Akhil Kapoor	.90	1) Email with Anthony re fire door installation and considering his offer of going ahead with a service provider other than Vestacon as they are cheaper2) Email comm with Cogeco re Dundas home service complaint for cable3) Email comm with Sheila re payroll process set up with ADP and related details4) Email and call with S. Title re issues at Dundas, payroll computation5) Updating S. Title about issues at Northview- Phone lines, washer among others6) Glancing through rent roll to understand collections till date and also reviewing the payroll to be paid tomorrow to verify if it matches with the projections.7) Understanding payroll payments scheduled on Feb 5, comparing them with projections and providing approval to Mike for payment
04-Feb-2021	Jim Guo	.30	chq run
04-Feb-2021	Matthew Lem	.20	Affidavit of mailing - virtual commissioning
04-Feb-2021	Mubeen Ghouri	.20	Feb 3 bookkeeping
04-Feb-2021	Patricia Ball	.20	cheque requisition
04-Feb-2021	Sheldon Title	2.80	call with R. Anderson on staffing/RHRA/agencies, call with Phoenix; call/email to Hauser; call with Levy in advance of call with Tom/Walter; lengthy conference call with Tom, Walter and Joe Levy on marketing of

DATE	PROFESSIONAL	HOURS	DETAILED TIME DESCRIPTIONS
			homes; email exchange with Tom Wilson on books and records and arranging conference call
04-Feb-2021	Trina Burningham	.50	Call with Enbridge re: paper billing and online account access
05-Feb-2021	Akhil Kapoor	.30	1) Email comm with S. Title re issues at the homes for the purpose of discussion with the administrators in the calls2) Email comm with S. Title re issues with the phone lines at N. View and service request raised . Also discussed about furnace breakage
05-Feb-2021	Jessie Hue	.20	Banking, provide team with response on etransfer request.
05-Feb-2021	Patricia Ball	.20	prepare cheque
05-Feb-2021	Sheila Ayer	2.25	Contact supplier (Flanagan's) re: outstanding invoices, receipt of invoices, summarize and prep for pymt. approval, update supplier invoice tracker, file; BranTel: phone issues: coord. w/ BrantTel for service call, cheque requisition About Zed Pharmacy
05-Feb-2021	Sheldon Title	2.20	call with Shannon Rivet; call with Anthony Martin; call with Cliff/Yohaan on Dundas staffing; call from Wojtek re: his receiving a call from Hamilton Court registrar's spouse/email to in-house counsel on same; call with Levy on follow up to conference call on next steps; call with Phoenix on RHRA notice; communications with Shannon/BrantTel on broken telephone line/furnace; review of RHRA proposed language to be posted on facilities and emails with Phoenix on same
06-Feb-2021	Akhil Kapoor	.60	1) Email comm re Drywall quote received from a vendor and sending that quote to Anthony to discuss2) Discussion re Cogeco new account for Dundas and checking with Ryan if that is also part of Receivership accounts or a personal account of a resident3) Email comm re Flanagan invoices and repairs of telephone lines at Northview4) Email comm with Ryan and Cogeco re repairs at Dundas5) Email comm with S.Ayer and S. Title re updating vendor tracker for ensuring payments on time6) Other emails with S. Title and C. Trollope re issues at Dundas7) Email comm with S. Title and Anthony re the 2 pending issues at Montgomery about fire repairs and to discuss about communicated to the fire department about the update on all repairs (to be continued)8) Sending Cogeco invoice to Ryan to verify their invoice as it is extremely high9) Email comm with Ryan re existing inventory required in

DATE	PROFESSIONAL	HOURS	DETAILED TIME DESCRIPTIONS
			excel and also connecting Ryan and AZ Med for mask replacement due to size issues
06-Feb-2021	Akhil Kapoor	.20	1) Email comm re updated rent roll for feb and reviewing it
06-Feb-2021	Akhil Kapoor	.30	1) Email comm with Mike and Mubeen re banking activity for last 2 days and explaining Mubeen about creating a combined summary of inflow and outflow in banking activity of RBC accounts held by Co and MNP for the period Dec 31 2020 to Jan 31 20212) Discussion with Mubeen re explaining the 3 summaries and receipt of consolidated table for review
06-Feb-2021	Akhil Kapoor	.10	Email comm with Anthony re quote for dry wall deficiency
06-Feb-2021	Mubeen Ghouri	.30	Bookkeeping
07-Feb-2021	Akhil Kapoor	.30	1) Discussion with S. Title re dry wall repairs and fire door installation at Montgomery and credibility of the suppliers and related email comm with Anthony 2) Sharing a list of queries with Anthony re dry wall repairs and fire door installation
08-Feb-2021	Akhil Kapoor	.40	1) Review of consolidated SRD prepared by Mubeen and making necessary changes. Sending it to S. Title for review2) Conducting bank balance analysis, reviewing payroll commitments (Feb 5), reserve required to be maintained and arriving at the balance which can be transferred to Receiver RBC Accounts. Sharing the analysis with S. Title for comments
08-Feb-2021	Akhil Kapoor	1.00	1) Multiple calls and emails with Anthony re status of Bell account for TV, Cable and landline, Telus account.2) Discussion re certain services in the name of the previous owner instead of the retirement home and related complications
08-Feb-2021	Akhil Kapoor	2.30	1) Multiple calls with Bell team re account suspension at Montgomery and making efforts to resolve it.2) Multiple calls and emails with Mike re certain invoices from Bell received recently3) Emails and calls with Alectra team re revised invoices for the Receivership Period, timeline to receive them among others4) Discussion with Trina re comm with Enbridge5) Emails with S. Title and C. Trollope re status updates, RHRA communications and continued risks6) Glancing through invoices received from
08-Feb-2021	Akhil Kapoor	1.20	1) Multiple emails and discussions with S. Title re Bell issue, efforts made to resolve them among other

DATE	PROFESSIONAL	HOURS	DETAILED TIME DESCRIPTIONS
			related matters2) Updating S. Title about discussions with Cogeco, Enbridge and Alectra
08-Feb-2021	Akhil Kapoor	.10	Email comm with the vendor who provided quotes for floor repairs and status update
08-Feb-2021	Akhil Kapoor	.20	Preparing and sharing an email with Bell re requesting for sharing invoices for NV and Dundas which has clear bifurcation between Pre and Post Receivership Period. Also requiring them to reactivate services at Montgomery on immediate basis. Discussed payment options through cheque to expedite processing.
08-Feb-2021	Jessie Hue	.60	Prepare the cheque reqs for filing fee and efiled the remittance with the OSB. Mailing of the cheques.
08-Feb-2021	Jessie Hue	.80	Prepare three cheque req for the filing fees and mailing. Efiled the remittances with the OSB and email same.
08-Feb-2021	Jim Guo	.30	chq req
08-Feb-2021	Patricia Ball	.20	cheque requisitions
08-Feb-2021	Sheldon Title	.20	ongoing issues relating to privacy issue, including emails with Lorraine Laquerre and Grant Bazian
08-Feb-2021	Sheldon Title	1.60	call with Russell and Rob at Staff Relief concerning its ability to service the Receiver as a third party agency; call with Tom Wilson on Seniors' involvement; call with G. Phoenix on RHRA letter; call with J. Levy on revision to proposal arising from discussion with Wilson; approval of various disbursements, approve transfer of funds between bank accounts, dealings with Bell Canada on suspension of services at Montgomery; markup of listing agreement and forward same to Phoenix
08-Feb-2021	Trina Burningham	.50	Document comparison for Privacy Compliance matter as per S. Title.
08-Feb-2021	Trina Burningham	.20	Reached out to collections agency as per S. Title and left message re: Receivership info
09-Feb-2021	Akhil Kapoor	.10	Email comm with S. Title re Snow removal Feb bill and its payment and update on Montgomery furnace repairs
09-Feb-2021	Akhil Kapoor	.70	Emails and discussion with S. Ayer re how to effectively manage vendor invoices and subsequent payments through Excel/Ascend
09-Feb-2021	Akhil Kapoor	1.50	1) Emails and calls with S. Title re Bell issue at Montgomery2) Calls and emails with Bell Business and Residential Team re reactivation of account at Montgomery on urgent basis3) Calls and emails with Business Accounts team for Northview and Dundas

DATE	PROFESSIONAL	HOURS	DETAILED TIME DESCRIPTIONS
			account and continuation of services4) Calls and emails with Residential account services to reactivate the service at Montgomery and discussion re payment to be made of \$9325) Discussion with S. Ayer to facilitate cheque payment to Bell for Montgomery6) Multiple emails and calls with S. Title re Bell invoices for 3 homes and payments
09-Feb-2021	Akhil Kapoor	.30	1) Call with S. Rivet re status update on issues at the Home and email comm re existing inventory levels (to determine the PPE quantities to be reordered) and fish tank problem and quote to be obtained to remove the water and clean the tank.
09-Feb-2021	Akhil Kapoor	1.50	1) Call with Ryan, Dundas re open issues - PPE inventory, Cogeco invoices, pest control rates obtained by Ryan, certain repairs required, ramp repairs, payroll DDF, Fire department related issues among other matters2) Call with Anthony re drywall repairs and related warranty terms, front door installation and related warranty terms, PPE inventory, floor repairs among others3) Discussion with S. Title and S. Ayer re invoice payments for Snow removal, food invoices, Cogeco among others4) Multiple emails with S. Ayer re vendor invoice and payment management to ensure completeness5) Email comm with S. Title and J. Hue re transfer of funds from Co accounts to Trust Accounts
09-Feb-2021	Akhil Kapoor	.20	Email comm with Wolter from Bert Vis re confirming them about the quote for Northview and Montgomery for floor repairs and requesting them to schedule their work at the earliest
09-Feb-2021	Akhil Kapoor	.20	Email comm with S. Title re updating him about Fire door installation done yesterday and Dry wall repair planned this week for Montgomery home
09-Feb-2021	Jessie Hue	.30	Prepare the wire transfer receipts for the three trust accounts.
09-Feb-2021	Jim Guo	1.00	chq req
09-Feb-2021	Patricia Ball	.20	process cheque requisition
09-Feb-2021	Sheldon Title	1.40	dealings with Bell Canada on suspension of Montgomery's services, incl, emails to Estalla Kanyambo and email to Stacey Ogilvy; email to Wilson on SRDs and carpet repairs; emails to Thommy on Dundas staffing, review Phoenix revised schedule A to listing agreement and revise; further communication with Pinchin on Montgomery's COVID protocols; call with Wilson on SRD/carpet; call with

DATE	PROFESSIONAL	HOURS	DETAILED TIME DESCRIPTIONS
			Phoenix; call from Desrene of Peel in Home on payment; letter to RHRA on confirmation of services/telephone issue; email to/from Burych on Seniors proposal; reviewing/signing requisitions and request team go back to Cogeco on one-time charge to have it reversed;
09-Feb-2021	Trina Burningham	.25	Call with Paul from Dexon collections re: bankruptcy filing information
10-Feb-2021	Akhil Kapoor	.20	1) Receipt of Bert Vis revised quote on Montgomery, quote finalization and requirement of 40% deposit2) Email comm with S. Title re requirement of 40% deposit through credit card3) Confirming Bert Vis for the deposit and requesting for tentative start and end date for the work to be executed at both the Homes
10-Feb-2021	Akhil Kapoor	.10	Email comm with Ryan, Dundas re monthly inspection on sprinklers etc. and connecting him with Nick from Regal Fire Control to discuss and provide us a quote
10-Feb-2021	Akhil Kapoor	1.00	1) Email comm with S. Ayer re payroll information to be provided to ADP and related matters2) Email comm with Ryan (Dundas) re items to be ordered for the medical kit at the Home3) Discussion with S. Rivet re fish tank and PPE Inventory4) Discussion with May re payment to be made to him for the outstanding invoices relating to the PPE Inventory delivered at the Homes5) Forwarding certain invoices for PPE Inventory to Sheila for payment
10-Feb-2021	Akhil Kapoor	1.00	1) Analysing balance at the Bank for the 3 Homes available at Company and Receiver Accounts in RBC, understanding the amount of outstanding cheques, Payroll for Feb 20, pending rent to be collected.2) Email comm with Mike re outstanding cheques and rent roll status. 3) Understanding the total balance, cash flows for the month of February, commitments to pay Source deduction and Montgomery floor repairs among others to determine the need for addl. funding.4) Sharing the analysis with S. Title
10-Feb-2021	Akhil Kapoor	.50	1) Email comm re finalization of quote for Floor repairs from Bert Vis, communication with S. Title, Anthony, Shannon and Bert Vis2) Discussion with Sheila and Jessie re bank balance available in Ascend for the 3 homes
10-Feb-2021	Akhil Kapoor	.20	Email comm with S. Title re news article in Hamilton Spector, resident queries among others

DATE	PROFESSIONAL	HOURS	DETAILED TIME DESCRIPTIONS
10-Feb-2021	Akhil Kapoor	.20	Email comm with Mubeen re bank statements for Feb 8 and 9, updates in bank tracker and certain items of SRD.
10-Feb-2021	Akhil Kapoor	.10	Email comm with Cogeco re requesting them to revisit the Dundas invoices shared as they included outstanding balances prior to the receiver ship date. Also requesting them to provide the invoices for Northview as well.
10-Feb-2021	Akhil Kapoor	.30	1) Email comm with S. Rivet re Floor repairs quote and noting down a few changes and communicated them to Bert Vis re floor information.2) Email comm with Anthony re floor repairs quote, warranty terms from Fire door installation vendor and confirmation of Dry wall repairs scheduled on Feb 12.3) Reading through Draft letter prepared by S.Title from MNP to RHRA highlighting issues at the Homes and related discussions
10-Feb-2021	Akhil Kapoor	.10	Call with CRA rep re discussion on books and records of the Retirement Homes, ability to appoint one rep for the 3 homes, timing of CRA Trust Examination among other details
10-Feb-2021	Akhil Kapoor	.20	1) Discussion re DDK invoice for certain repairs at Montgomery, verifying the services with Anthony and confirming S. Title about it2) Discussion with S. Title re finalization of floor repairs for the 2 homes and update on communication with the administrators
10-Feb-2021	Akhil Kapoor	.20	1) Email comm with Mike and arranging information required by ADP for payroll processing2) Discussion with S. Ayer re the document list and to be shared with ADP team (to be continued)
10-Feb-2021	Akhil Kapoor	.20	Sharing Direct Deposit forms with the 3 administrators and related discussions
10-Feb-2021	Akhil Kapoor	.40	1) Discussion with S. Title re payment for the invoices for PPE Inventory at Dundas and Montgomery, approved PO, reconciliation between PO and invoice, confirmation from administrators re receipt of inventory, other details about existing inventory levels and to analyse and discuss tomorrow basis the inventory levels2) Discussion re DDK quote for Montgomery, confirmation and forwarding the invoice for payment3) Email request to Vestacon to provide another quote for boiler repair at Montgomery 4) Email comm re notices to be posted at the Homes about RHRA revocation/revised revocation timelines. 5) Discussion with S. Title and

DATE	PROFESSIONAL	HOURS	DETAILED TIME DESCRIPTIONS
			Vestacon and confirmation re boiler repair review date
10-Feb-2021	Jessie Hue	.30	Provide RBC contact information to Akhil and Sheila.
10-Feb-2021	Mubeen Ghouri	.25	Bookkeeping Feb 9th
10-Feb-2021	Sheldon Title	1.20	call with Ryan Anderson/Yohaán Thommy; finalize letter to RHRA; email exchange with Desrene of Peel in Home; email to/from Lori Murphy re: sale of homes in view of Hamilton Spectator article; call with Wolter Vis on flooring installation/payment
10-Feb-2021	Trina Burningham	1.00	Bank requisitions drafted and finalized; Emailed to S. Title for approval; Approval email received. Forwarded requisitions to P. Ball for processing.
11-Feb-2021	Akhil Kapoor	.80	1) Preparation of information required by ADP in their PDF applications, finalization of excel information incl. employee names, hourly rates, bi-monthly salary (in case of admins) for 3 hours, CRA Business Account, sample timesheets among others2) Sharing the information with S. Ayer for comments and requesting her to forward to ADP with timelines3) Email comm with ADP team re commencing work on the agreement and data input
11-Feb-2021	Akhil Kapoor	1.80	1) Discussion re Enbridge letter received by Northview re service connection, verifying communications with them, multiple emails with S. Rivet, S. Ayer and Trina about the account numbers, receipt of revised invoice among others2) Review of S. Rivet's expense report and forwarding to S. Ayer for payment3) Advising the admins to post a notice at the Homes relating to RHRA orders, related discussion with the admins4) Email comm with 2 employees at Dundas re Direct Deposit Forms (DDF) and receiving from them. Also, discussion with S. Rivet re timelines and other details for DDF.5) Discussion with Waste Connections and S. Rivet re certain pick up issues at N. View6) Email comm re issues at Montgomery and related email comm with S. Title7) Discussion with S. Title re CRA rep requirement of data and postponing the same to 1st week of March
11-Feb-2021	Akhil Kapoor	.90	1) Review and discussion with Cogeco team for Dundas invoice of \$5.2k and ensuring it does not cover any period prior to Dec 23, 2020. Discussion re new wi-fi connection and requesting for Northview invoice. Also, reviewed historical period invoices of Cogeco to make sure the bills received now are in line

DATE	PROFESSIONAL	HOURS	DETAILED TIME DESCRIPTIONS
			with the historical monthly averages2) Discussion about Northview billing to ensure only services provided from Dec 23 2020 onwards are billed3) Finalization and sharing with S. Title for payment approval4) Email comm with S. Title re providing basis for the bills received now for Dundas and Northview
11-Feb-2021	Akhil Kapoor	.30	1) Discussion with Vestacon re fire door quote provided by them and requesting for a quote for Montgomery Boiler repair2) Discussion with Anthony re Dry wall repairs scheduled for Feb 12, Fire door installation - Warranty items and boiler repair info to be provided to Vestacon
11-Feb-2021	Akhil Kapoor	.80	1) Discussion with Mike re source deduction payments to be made on Feb 15, requesting for payroll sheets for both months2) Analysing them and verifying with the existing payroll numbers3) Preparing a summary sheet (to be continued)
11-Feb-2021	Akhil Kapoor	.20	1) Discussion re building assessment report, rescheduling the calls with admins, email comm re Montgomery issues raised by RHRA among others
11-Feb-2021	Patricia Ball	.50	cheque requisitions
11-Feb-2021	Sheldon Title	.40	call with City of Hamilton (Rob Mastroianni)
11-Feb-2021	Sheldon Title	1.80	call with Evan at BBS on its marketing proposal, call with Phoenix on it and RHRA exchanges; call and email with Donna at Pinchin to arrange 2/24 BCA; call with Anthony Martino to investigate food shortage allegation raised by RHRA (McClurg email); email to Martino on food issue, emails to McClurg on response to concerns; review of BBS proposal and email exchange with Wilson on his email advising to pause moving forward with BBS to give consideration to BBS' proposal; email exchange with Shannon on RHRA inspection being favourable; bank requisition approvals; call to A. Smuk to respond to her email, email to Smuk to arrange a call; email to/from Taube on updating insurance policy to reflect MNP address
12-Feb-2021	Akhil Kapoor	.80	1) Discussion about boiler repair at Dundas, communicating with DDK and asking them to visit the premises to repair the boiler today2) Discussion re services provided by Reliance at Northview and their invoice among others with Mike and Shannon3) Email comm re food and other issues raised for Montgomery and update of related discussions with RHRA 4) Planning and rescheduling calls with the

DATE	PROFESSIONAL	HOURS	DETAILED TIME DESCRIPTIONS
			admins of the Homes5) Discussion re bank reports for Feb 10 and 11 and payroll for Northview due on Feb 206) Discussions, receipt of Enbridge bills for the 3 homes and verifying the same
12-Feb-2021	Akhil Kapoor	.20	1) Discussion with Ryan re requirement to remove certain heavy waste material from the Home and quotes obtained from a trucking company.2) Approving the quotes and asking them to be billed to MNP
12-Feb-2021	Akhil Kapoor	.30	1) Finalization of Source deductions worksheet and sharing a summary with Mike for comments. Also understanding SD liability due on Feb 15 from cash flow perspective.
12-Feb-2021	Akhil Kapoor	.30	1) Discussion with Mike and Shannon re services obtained from Reliance basis the contract2) Glancing through the time sheet received for Dundas3) Discussion with S. Rivet and Vestacon re misc. repair of the furnace unit at one of the rooms in N. View4) Service request raised with Opus by Vestacon and updating S. Title and S. Rivet 5) Comparing the reliance invoice with the contract, understanding the contract and sharing the invoice with S. Title for payment
12-Feb-2021	Akhil Kapoor	.20	1) Discussion with Mike and Ryan re 2 connections - Enbridge and if we have to continue with the 2 connections2) Confirmation of posting of notices at the 3 homes and replacement of old notices3) Discussion re RHRA observations for Montgomery and relates calls and emails4) Discussion re staffing initiative at Dundas
12-Feb-2021	Akhil Kapoor	.20	Finalization of Source Deductions with Mike and sharing final sheet with S. Title for approval
12-Feb-2021	Akhil Kapoor	.60	1) Emails and calls with S. Ayer re Cogeco invoices, with S. Title re source deduction payments to be made.2) Email comm with Password Protection re status update of their invoices, timing of payment and updating them about Pre Receivership Period3) Email comm with S. Title re RHRA queries on Montgomery, Reliance services for Northview, update on calls with Yohaam among others
12-Feb-2021	Akhil Kapoor	.30	1) Discussion with S. Title re status update on Montgomery repair, Northview Boiler repair and Dundas boiler repair and other related matters2) Emails re certain payments made with S. Ayer and S. Title3) Vaccination update from Northview

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12-Feb-2021	Jessie Hue	.30	Prepare cheque req and mailing to vendor.
12-Feb-2021	Mubeen Ghouri	.20	Bookkeeping Feb 10,11
12-Feb-2021	Patricia Ball	.20	prepare cheques
12-Feb-2021	Sheldon Title	2.00	call/text with Raftik, pharmacist on ROFR (.2); email from Rivet on need for snow removal and reach out to Landform Landscape for same, call with Mark Tonkin on February 3rd compliant from resident family member and email to Martino to address same (.9); call with Burych/Wilson/Phoenix (.5); call with Angela Smuk, Hamilton realtor and emails with Levy afterwards on her question posed (.2); email/call to Levy on changes to proposal and request to revise commission rate (.3); cheque requisitions/review of bank position; review of Reliance rental contract (.1)
12-Feb-2021	Trina Burningham	.25	Touchbase with S. Ayer re: bank requisition/invoice for Bert Flooring.
12-Feb-2021	Trina Burningham	.25	Bank Requisition drafted and emailed for approval; Approval saved to the directory and forwarded to P. Ball for processing.
12-Feb-2021	Trina Burningham	.25	Bank Requisition drafted and emailed for approval; Approval saved to the directory and forwarded to P. Ball for processing.
12-Feb-2021	Trina Burningham	.25	Bank Requisition drafted and emailed for approval; Approval saved to the directory and forwarded to P. Ball for processing.
12-Feb-2021	Trina Burningham	.25	Downloaded Enbridge invoices and emailed to A. Kapoor.
13-Feb-2021	Sheldon Title	.20	emails to Desrene Peel in Home; forward Peel in Home invoice to Ryan for approval; emails with Rivet on snow removal and emails with Akhil on following up on completion of maintenance issues
15-Feb-2021	Sheldon Title	.30	emails with Sheila on cheque requisitions; text with Levy on amended proposal
15-Feb-2021	Sheldon Title	.50	start work on first report to Court
16-Feb-2021	Akhil Kapoor	1.60	1) Discussion with Ryan (Dundas) re elevator issue, boiler issue and salt order. Coordinating with DDK and Vestacon for boiler and elevator repairs and follow up discussion with all of them (also discussed with S. Title re incumbent elevator supplier - Hal Brant and considering calling them for repairs)2) RHRA letter for Northview3) Follow up for Direct Deposit forms with the admins and receipt of form from one of them4) Discussion with Vestacon for boiler/furnace issue at Northview (Opus visit) and follow up calls to seek a quote for repair/new

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			furnace. Also discussed with S. Rivet about it.5) Discussion with S. Rivet re cable issues and coordinating with Cogeco team to restore the service as their invoices have already been paid6) Email comm with ADP team re set up formalities and provided the required information. To provide time sheets on Feb 177) Follow up and receipt of time sheet for Montgomery8) Discussion with S. Rivet re visiting the hospital to see a resident, Reliance Home comfort, vaccination on Friday among others
16-Feb-2021	Akhil Kapoor	1.20	1) Investigating certain invoices from Hal Brant, Cogeco, Alectra, Enbridge, Reliance Home Comfort (to be continued), 2) Discussion with S. Ayer re payment of invoices from Password Protection3) Discussion with S. Rivet about calling Aquaflo for specific services4) Receipt of fire certificates and related docs from Ryan (Dundas) and glancing through them
16-Feb-2021	Akhil Kapoor	1.40	1) Follow up with Cogeco re receipt of multiple invoices and informing them that we have made payment for Jan and Feb invoices2) Discussion with Ryan regarding requirement of new plank flooring and kitchen faucet and scheduling it for discussion on Wed3) Discussion with Anthony re status update on dry wall repair, Fire door warranty terms among others. Also discussed if he can provide user name and PW for access to Montgomery's Bell Account4) Following up with S. Ayer to make payment to Password Protection5) going through all the emails of last 3-4 weeks and reviewing the invoices received from Walker, Cleaning House, Branley, Appliance Girl, Argus, Flanagan (pending invoices), Glenbriar, Orkin, Telus, Waste Connections among others and saving them in a folder for S. Ayer's review and preparation of bank requisition
16-Feb-2021	Jim Guo	.80	chq req
16-Feb-2021	Sheldon Title	2.40	prepare for (.2) (calls with Levy/review of draft Seniors' Housing proposal) and attend at (.8) call with RHRA (McClurg/Duncan); discussion after call with Phoenix on names of potential manager candidates (.2), review of Staff Relief contract (.3) and forward to Phoenix, emails on various issues (elevator at Dundas, furnace at Northview, Cogeco at Northview (.1); email from RHRA on inspection report at Northview (Feb 11) and to advise we have no concerns; call with Neil Persad on seeking potential

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			manager/arrange for third party staffing agency; prepare email to Donna Ballentrye to provide further guidance on its upcoming site visit to identify pre-existing issues; email with PP; cheque requisitions, email to Persad names/addresses of homes; email to/from McClurg the Seniors Housing proposal; email from Duncan on transfer of file to commercial list
17-Feb-2021	Akhil Kapoor	.30	1) Requesting S.Ayer to make bank reqs for certain invoices received from misc. suppliers and verifying from Ascend.2) Revising Source deduction computation and sharing with S. Title to let him know about the source deduction liability. Also informing him about the bank reqs for new invoices
17-Feb-2021	Akhil Kapoor	.20	1) Discussion with S. Title re commencing work on the checklist for listing the properties on sale with Seniors, TLC invoices for 3rd party resources for the homes and to discuss them in the call today, heads up on bank balance verification and the upcoming payroll, to check Pre receivership arrears with CRA
17-Feb-2021	Akhil Kapoor	1.20	1) Discussion with S. Rivet re her time off, issues related to Heat Exchange replacement at home, confirmation on TLC invoice among others2) Discussion with S. Ayer re queries in certain invoices- Cleaning House among others3) Follow up with Vincent for Northview's heat exchange replacement/repair4) Email comm with Hal Brant re their invoices for repair and routine inspection5) Discussion with AZ Med re their unpaid invoices and follow up with S. Ayer to understand the delays and when the cheques were mailed.6) discussion with S. Ayer re updating vendor invoice tracking as new invoices are being paid. Discussion re if Ascend/other report can help in updating cash flow projections
17-Feb-2021	Akhil Kapoor	1.20	1) Discussion with Ryan re confirmation of TLC Order, items to be discussed in today's call2) Discussion with ADP re changes in the form, reviewing them briefly and forwarding them to S. Title for approval. Discussed with S. Ayer re approval process of such agreements3) Follow up with Mike re information on out. cheques, bank report and payroll computation among others. Also discussed with him certain invoices received and delivery of certain items 4) Preparation of points to be discussed in the call with Anthony
17-Feb-2021	Akhil Kapoor	1.40	1) Discussion with S. Title re open items, cash flow projections to be updated among others2) Discussion

DATE	PROFESSIONAL	HOURS	DETAILED TIME DESCRIPTIONS
			with M. Lem re projections to be prepared and sharing certain info with him3) Call with Ryan and S. Title and discussing issues - items to be purchased, front/back door construction, PPE, Pest control, grease trap cleaning, staffing solutions update, requirement of laptop for virtual meeting with doctor, elevator, boiler issue and certain other repairs4) Call with Anthony and discussing issues- washing machine requirement and seeking quotes, dry wall repair, DDF, furnace repair and related quotes, regular testing of staff among others5) Follow up with Mike about certain docs required by Pinchin-TSSA, HVAC among others 5) Follow up with Walker for grease trap service at Dundas
17-Feb-2021	Sheldon Title	.40	call with Trollope on status
17-Feb-2021	Sheldon Title	1.60	call with Ryan Anderson, email to Donna @ Pinchin re: TSSA/elevator/fire inspection; email to J. McCluskey at Barbers to authorize inspection of grease pans, fryer, faucet, email to MNP IT re: laptop re: virtual medical appts; email to Trollope re: ramp; call with Phoenix on commercial list transfer; complete insurance forms for broker; email to FCA the existing policies for review; call with Handelman Staff Relief (.5); call with CEO @ Shalom on reference on Staff Relief
18-Feb-2021	Akhil Kapoor	.80	1) Review of payroll and time sheets for the 3 Homes due on Feb 202) Preparing and updating the bank tracker for the 3 homes to understand the requirement to meet payroll dues on Feb 203) Sharing the tracker with S. Title to update and to initiate transfer of balance from Receiver Account to Co account at Dundas4) Review of rent rolls and trust account and approving Mike to refund/withdraw to pay the residents for overpayment/trust money5) Updating M. Lem about the bank tracker
18-Feb-2021	Akhil Kapoor	1.20	1) Follow up with Vincent for Heat Exchange repair at Northview and communicating with S. Rivet2) Discussion with S. Rivet re Washer invoice to be paid and coordinating with S. Ayer for payment3) Multiple emails and calls with Vincent from Vestacon for Furnace repair/replacement at Northview and drainage of pipes. Receipt of quote and further discussion with Vincent and S. Title4) Discussion re obtaining second opinion about furnace quote received from Opus5) Discussion with Anthony re staff testing every 2 weeks and setting up for that for

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			<p>Monday (Feb 22). Informing S. Title about it6) Discussion with Matt re extracting Bank reports from Ascend from Receiver held accounts7) Updating S. Rivet about the furnace repair/replacement8) Sharing final ADP forms with S. Title for signatures after correction made in them9) Discussion with S. Title re repayment of insurance from existing accounts until the change to Receiver accounts is accepted</p>
18-Feb-2021	Akhil Kapoor	1.50	<p>1) Discussion with Kamila (CRA) re CRA dues for the Homes2) Discussion with Mubeen re preparation of SRD for Co held Accounts3) preparation of SRD for Receiver held accounts for the 3 Homes and sharing with Mubeen for consolidation. Also discussed with S. Ayer re certain payments made through Receiver accounts and sought explanation to understand the nature of payment.4) Review of consolidated SRD received from Mubeen and making changes in them to correct a few entries and balances.5) Sharing draft SRD as at Feb 17 with S. Title and M. Lem for review. Revision in SRD to incl. outstanding cheques in SRD and sharing final SRD with them6) Discussion re Hal Brant invoice for service call and routine inspection with S. Title and Ryan and follow up with Hal Brant to advise about the day when the service was delivered.7) discussion with Mike re nature of expense and service provided by Reliance for Dundas as the contract could not be found.8) Discussion with Anthony re completion of dry wall repair work9) Discussion with Vincent if he can provide a second opinion from another service provider for Northview furnace10) Follow up with Mike for revenue of the 3 homes for 202011) Following up with S. Rivet re signatures on expense sheet12) Discussion with Trina re invoices received from Alectra</p>
18-Feb-2021	Akhil Kapoor	.80	<p>1) Discussion with Matt re inputs required for preparing another set of projections- rent roll, payroll and contractor cost and list of other commitments2) Discussion with S. Ayer re vendor invoice management and payment processing and related timelines3) Discussion re invoice payments for subcontractors4) Discussion with Anthony re Apollo visit for bed bug issue5) Multiple other emails re invoice payments and others6) Email comm with S. River re snaking of drains of the Home and the quote received for the same.</p>

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18-Feb-2021	Akhil Kapoor	.10	Email comm with S. Title re CRA dues and forwarding him the response sent by Kamila (CRA) on CRA dues for the 3 Homes
18-Feb-2021	Akhil Kapoor	.20	1) Review of actual revenue for 2020- resident deposits and subsidy from the city2) Review of Feb. rent roll as on date and requesting for final Jan rent roll3) Requesting Mike to update about the T4 for the Homes for 20204) Email comm with Trina re receipt of 2 invoices from Alectra and asking her to provide the other 2 invoices
18-Feb-2021	Matthew Lem	.20	Review of R&D and bank balance analysis; discussion with A. Kapoor re same and projections data
18-Feb-2021	Mubeen Ghouri	.70	Update Bookkeeping, summarize data till Feb. 17
18-Feb-2021	Sheldon Title	1.40	call with L. Cormack (PP) on interest/manager position; email from Wilson on update on Seniors and response thereto; email from McClurg on need for call to answer further questions/timing of registrar's review of Seniors proposal; call with FCA on insurance related issues;; emails to Taube (pre-authorized insurance forms, Perna at RBC to request transfer of funds, with Barbers on repairs to kitchen); call with Staff Relief, emails with Ryan on staffing at Dundas; review sign requisitions; review websites for B& K and In Initiative re: RHRA request for us to investigate a manager; email with Neil on potential manager
19-Feb-2021	Akhil Kapoor	.10	1) Discussion with S. Rivet re drainage pipe clearing, furnace replacement and her signed expense form2) Sharing the signed form with S. Ayer for records
19-Feb-2021	Akhil Kapoor	1.20	1) Discussion with S. Rivet and Doug (DDK) to schedule a service call to verify the furnace to seek second opinion2) Discussion with S. Rivet, Ryan and Anthony re PPE inventory items required and emailing AZ Med to provide the quotes3) Discussion re T4 and their preparation with Mike and the 3 administrators and related conversation with Mike re preparation of pending T4 and T4 summary4) Discussion with S. Ayer and J. Kim (tax manager) re checklist of docs required by tax team to prepare T4 and T4 summary5) Discussion with Ryan re vaccination drive (postponed to Sunday), phone audit with public health among others6) Update from S. Rivet re vaccination drive and residents/staff covered7) Discussion with Mike re payment for N/A invoice and explaining him that it is scheduled for next week

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19-Feb-2021	Akhil Kapoor	.80	1) Discussion with Trina re Alectra invoices and receiving the four invoices for review 2) Discussion re direct deposit forms for Northview, Montgomery and Dundas 3) Discussion with May (PPE inventory supplier) re new order quote and comm re cheque for the previous invoice scheduled to be received by May by early next week 4) Discussion with S. Title re his call with RHRA about Sale process approval, discussion on doing analysis for selecting a manager who can manage the firm, T4 and T4 summary, Furnace - Northview update among others 5) confirming from Mike about completion of T4 of all the employees while T4 summary is pending 6) Follow up and receipt of 2 DDF (1 PDF, 1 picture format) from Dundas (total 5 received so far) 7) Call with Bert Vis re setting up the flooring work for Montgomery scheduled for Feb 228 8) Follow up with S. Rivet to confirm DDF completion, vaccination status 9) Follow up with Mike for final rent roll for Jan 2021
19-Feb-2021	Akhil Kapoor	1.50	1) Review of rent rolls for Jan and Feb 2021 to determine the collections vs the projections. Also reviewed whether subsidy has been received. 2) Review of payroll for 2020, Jan and Feb 2021 and comparing with projections 3) Review of contractor invoices to see the amount paid to them at Northview and Dundas 4) Collating this information to prepare revised cash flow projections and saving in a separate folder for M. Lem 5) Email comm with Mike re T4 summary prep, rent roll for Jan, subsidy, bank statements among others 6) Discussion with Anthony re payment to be made to Dry wall repair vendor through cheque/other means 7) Call with Mike to discuss T4 summary preparation next week and to discuss resident pin money and rent received in Feb for better understanding 8) Emailing M. Lem about the docs available and saved in the folder to prepare revised projections and further comm on other aspects on projections 9) Call with M. Lem to discuss the rent roll for Jan and Feb 2021, projections and certain other queries (to be continued) 10) Finding bank statements for the month of Feb and uploading in the folder for revised projections. 11) Discussion with S. Title re Ryan expense report and related comm with S. Ayer for payments and with Ryan to share signed form
19-Feb-2021	Jim Guo	.50	chq req

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19-Feb-2021	Matthew Lem	.90	discussion with A. Kapoor re projections data; commence assembly of revised operating projections/budget; discussion with S Title re same.
19-Feb-2021	Sheldon Title	2.20	share SRDs, call with Wilson/Burych on same/status; email from McClurg on registrar position on Seniors/Manager; call with Phoenix and email to McClurg to offer assistance in gathering info/arrange call with Seniors; call with Anderson/Robert Handleman (Staff Relief) on transitioning staff/call with Ryan on staffing generally and status of Dundas; cheque requisitions; email to Pinchin and administrators to coordinate visit on Feb 24; call with Robert Handleman to see if he can assist with manager position; email to Taube (insurer) info on rates
20-Feb-2021	Akhil Kapoor	.20	1) Discussion with Mubeen re bank statements, and missing transactions, reviewing the statements and enquiring with Mike for the missing statement2) Receipt of statement from 17-19 Feb, discussion with Mubeen and guiding him to complete the tracker as at Feb 19
20-Feb-2021	Akhil Kapoor	.10	Discussion with AZ Med for discount on PPE inventory and receiving his quotes (quote to be reviewed)
20-Feb-2021	Akhil Kapoor	.60	1) Review of outstanding balance to Apollo Pest management for Dundas, preparation of letter to be sent along with cheque to inform that their past dues are a claim in receivership and also about the billing and payment mechanism.2) Sharing the letter with S. Title for his review and signatures.
21-Feb-2021	Matthew Lem	2.00	Attend to updated cashflow projections
21-Feb-2021	Mubeen Ghouri	.20	Updated bookkeeping to Feb. 19th
22-Feb-2021	Akhil Kapoor	.40	1) Follow up with Mike and receipt of Revenue breakup for 2020 for the 3 homes (incl. pandemic pay from City of Hamilton)2) Review of the workings3) Sharing the breakup with S. Title for his review and for the purpose of the report4) Emails and calls with Mike re T4 and T4 filing and updating S. Title that Mike will be filing T4 summary this week
22-Feb-2021	Akhil Kapoor	.20	Review of RHRA points re Montgomery Home and updating S. Title and ERS team about the current status
22-Feb-2021	Akhil Kapoor	.20	1) Follow up with Northview and Dundas for fire inspection certificates2) Review of certificates and enquiring with Dundas to provide the certificate from

DATE	PROFESSIONAL	HOURS	DETAILED TIME DESCRIPTIONS
			city of hamilton3) Follow up with Anthony for the certificate4) Follow up with Mike for TSSA, HVAC for the Homes.5) Follow up with Mike and Ryan to provide the contract for Reliance Home Comfort for Dundas, the nature of services and whether they are active and required at this time
22-Feb-2021	Akhil Kapoor	.10	1) Follow up with DDK for quote re repair of furnace at Northview2) Email comm with him re replacement required and he'll provide the quote during the day
22-Feb-2021	Akhil Kapoor	.30	1) Reviewing and updating the information in marketing information folder for the purpose of commencing the sales process2) Updating S. Title about the folder, its contents, Jensen's checklist and seeking his advice if we can forward the existing info to Seniors to commence the preparation of data room3) Updating S. Title about the furnace at Northview (DDK to provide quote)
22-Feb-2021	Akhil Kapoor	.50	1) Review of PPE inventory quotes and sharing with the 3 Homes for confirmation2) Addition of items by Shannon at Northview and informing AZ Med about it3) Confirmation of numbers at Montgomery and Northview (after revisions)4) Follow up with Ryan to provide required corrections in the quote for a couple of items5) Updating S. Title about the proposed PPE order at Northview and Montgomery and other details
22-Feb-2021	Akhil Kapoor	.70	1) Following up with Hal Brent re invoices for Dec and Jan 2021 and enquiring about the date of service for the month of Jan 2021. Also informed them about MNP's appointment and requirement of invoicing us directly.2) Discussion with S. Ayer re letter to be attached with Apollo cheque3) Discussion with S. Title re priorities for today- revised projections, PPE inventory, Sale Process material4) Email comm with Hal Brant re service call and regular maintenance done on Dec 31 and Jan 26 and confirming the same. Also discussed about billing going forward4) Call with Vincent from Vestacon re furnace enquiry at Northview and Montgomery, PPE inventory suppliers among others5) Email comm with Troy from Walker Environmental re grease trap services and requirement of a replacement of a part. Discussing with Ryan (Dundas) re whether the replacement costing 3500-7000 CAD is required. Further email comm to connect both as Ryan believes their team never visited the Home and no service has been

DATE	PROFESSIONAL	HOURS	DETAILED TIME DESCRIPTIONS
			provided.6) Discussion with Anthony (Montgomery) re commencement of work by Bert Vis from Feb 23 and duration of 6 days
22-Feb-2021	Akhil Kapoor	1.00	1) Review and recording of new DDF received from Dundas and Northview2) Reviewing and saving Fire inspection report of City of Hamilton for Dundas3) Reviewing and saving T4 and T4 summary of the Homes (follow up for Montgomery T4 among others)4) Receiving Ryan's signed expense sheet and forwarding to S. Ayer for payment5) Receipt of Forte (Produce) invoices6) Email comm with S. Rivet re a survey required to be filled for the Retirement Homes 7) Review of cleaning house invoices, paid and unpaid, checking with S. Rivet to ensure that all the items were delivered and saving it in the folder for further review and processing. 8) Discussion with Ryan re his PPE and other cleaning items requirement 9) Email comm with Anthony re availability/non-availability of fire inspection/3rd party inspection reports
22-Feb-2021	Akhil Kapoor	.90	1) Calls with Anthony re fire repairs, fire inspection report availability and related delays as HFC will not issue it on account on non-payment. Also, discussed update on vaccination and staff testing (postponed)2) Discussion with S. Title re repairs at Northview - furnace, quote provided by DDK for replacement and enquiring with DDK about the reason for choosing Magic Pak model of furnace compared to Lennox or York3) Discussion with M. Lem re certain inputs required for cash flow projections4) Updating S. Title about T4 and T4 summary for the Homes5) Discussion with S. Ayer re sending letter to Apollo to explain them about their pre receivership claim6) Confirmation from S. Title and sharing final order requirement with AZ Med for Northview and Montgomery7) Email comm with Ryan, Dundas, re his PPE order quantities, addition and removal of couple of items
22-Feb-2021	Jim Guo	.30	chq req
22-Feb-2021	Matthew Lem	3.00	Attend to cash flow projections
22-Feb-2021	Sheldon Title	.30	email to Akhil on PPE, carpet (fish tank); call with Rafik, pharmacist
23-Feb-2021	Akhil Kapoor	1.60	1) Discussion with DDK re choosing Magic Pak variety of furnace over York or Lennox2) Email comm with S. Rivet and S. Title re tile damage and repairs required

DATE	PROFESSIONAL	HOURS	DETAILED TIME DESCRIPTIONS
			<p>in Northview hall on urgent basis3) Glancing through both quotes and providing Vestacon and DDK quotes for furnace replacement and snaking of drains to S. Title and requesting on guidance for next steps/call with the 2 suppliers4) Emails re Flanagan food orders, pre receivership invoices and related issues 5) Discussion with S. Title re call with Ryan about certain issues listed by RHRA6) Discussion with AZ Med re replacing certain items in the quote and adding a few items7) Discussion with S. Rivet, Vincent (Vestacon) and DDK and S. Title re need for snaking of drains and its impact on functioning of new furnace8) Email comm with Thyssenkrup informing them that outstanding invoices for services performed prior to Dec 23 2020 will be dealt with later through a claim process. Only services performed after Dec 23, 2020 will be considered for payment at this time. Also discussed their future invoice with S. Title for Northview. 9) Finalization of Dundas quote for PPE and sharing with AZ Med and connecting Ryan with them for delivery10) Review of bank report an forwarding to S. Title and also to Mubeen to update the tracker.11) Email comm with Anthony re Apollo visit and asking to receive a quote for full pest prevention inspection12) Discussion with S. Rivet re DDK vs Opus for furnace replacement</p>
23-Feb-2021	Akhil Kapoor	.30	<p>Call with Matt to discuss the revised cash flow projections- rent roll, payroll, contractor cost, operating expenses, capital expenses, source deductions among others. Period to be considered: 13 weeks ending May 8 2021</p>
23-Feb-2021	Akhil Kapoor	.30	<p>1) Call with S. Title re RH Sale Process, possible appointment of a GM to manage the Homes and their role2) Discussion with S. Title re Thyssenkrupp involvement and their service quality and their invoice received today3) Discussion with Ryan and May re PPE inventory at Dundas, addition of items, masks types among others4) Email comm re issues at Montgomery highlighted by RHRA and related concerns</p>
23-Feb-2021	Akhil Kapoor	1.70	<p>1) Calls with M. Lem and preparation of source deduction and contractor cost summary for the purpose of projections for Feb 20 to May 20, 2021. SD for Jan and Feb to be paid in the week of Feb 27 and Mar 15 respectively and contractor cost to be paid over the course of 4 weeks for Dundas and NV.2)</p>

DATE	PROFESSIONAL	HOURS	DETAILED TIME DESCRIPTIONS
			Discussion with S. Title and Mubeen re bank statement for Feb 21 and updating in tracker
23-Feb-2021	Akhil Kapoor	1.60	Emails and calls with M. Lem and preparation of food cost summary, PPE summary and other expenses- Insurance, utility, Equipment lease, rental payment, office supplies among others for the purpose of projections Feb 20 to May 20, 2020 (pending commitments)
23-Feb-2021	Jim Guo	.20	chq req
23-Feb-2021	Matthew Lem	2.50	Discussion with A. Kapoor re cash flow projections and information required; update discussion with S. Title; update projections.
23-Feb-2021	Mubeen Ghouri	.20	bookkeeping for Feb. 19
23-Feb-2021	Sheldon Title	.70	call with Ryan Anderson on receipt of RHRA's request for info; develop answers to questions and forward back to Anderson for completion; call with Phoenix ; call with potential GM;
24-Feb-2021	Akhil Kapoor	.10	1) Email comm re tile repair at NV with Bert Vis and S. Title2) Receipt of quote for Montgomery's boiler repair from Vincent (Vestacon) and glancing through it
24-Feb-2021	Akhil Kapoor	1.60	1) Discussion with S. Rivet re TKrupp invoice for Jan to Feb 2021 and Mar 1 to May 31 (to be further investigated as charges appear high). Checking with Mike for agreement with Tkrupp. agreement2) Receipt of quote for MG boiler repair from Vestacon which is 30% higher than DDK3) Discussion with S. Title re Alectra invoices for Dundas which appear to be very high4) Discussion re masks, goggles and other items to be added in Dundas PPE inventory order and related comm with AZ MEd and Ryan5) Discussion with S. Title re cleaning house invoices which have pre and post receivership and seeking his guidance6) Email comm with Cathy (Cogeco) re explaining the treatment of Pre receivership invoices4) RHRA4) Invoices
24-Feb-2021	Akhil Kapoor	1.60	1) Calls with Ryan (Dundas) re requirement of vacuum and advising him to obtain quote from appliance girl, requirement of cleaning items, grease trap cleaning and others.2) Call with Anthony re RHRA issues- Bed bug, dryer, resident masks in common areas, staff testing, tile work status, fire door installation- warranty terms pending among others3) Call with S. Title re his calls with RHRA, letters received from City and action items among

DATE	PROFESSIONAL	HOURS	DETAILED TIME DESCRIPTIONS
			others4) Calls and emails with Matt re S. Title's comments and changes in resident rent, equipment, lease rent and other expenses. Sharing revised version with M. Lem5) Emailing cleaning house invoices to S. Rivet to discuss pre and post receivership invoices- to be discussed tomorrow
24-Feb-2021	Akhil Kapoor	1.60	1) Reviewing and sharing Hal Brant invoices to S. Ayer for payment2) Sharing DDK and Vestacon quote with S. Title for Montgomery boiler repair and highlighting the difference in quotes3) Receipt of checklist for Property tax review and communication with Mike and receipt of some of the required docs4) Discussion with S. Rivet re expense report, approval and payment5) Discussion with DDK re follow up for M. Boiler repair quote and checking if any discount is possible6) Discussion with S. Ayer re mechanism for saving bank requisitions, how to locate them, Ascend entries among others 7) Calls and emails with N. Dewan re his background, his interests in purchasing the Homes and updating S. Title about after saving his information in the folder7) Saving property taxes docs received from Mike (to be reviewed)
24-Feb-2021	Akhil Kapoor	.80	1) Reviewing Alectra invoice for Dundas and emailing them to verify as it is higher than historical average2) Reviewing Enbridge invoices and recording them3) Commencing work on Commitments tab to record Jan and Feb unpaid invoices4) Preparing Utilities sheet and recording Alectra, Enbridge invoices as well as historical average/winter average to project the future expenses and sharing with M. Lem to record in the projections worksheet
24-Feb-2021	Matthew Lem	.60	Adjust cash flow projections; discussion with A. Kapoor re same.
24-Feb-2021	Mubeen Ghouri	.20	Daily bookkeeping for Feb 23rd
24-Feb-2021	Patricia Ball	.20	Jan bank recs
24-Feb-2021	Sheldon Title	1.20	call with Sharon Ellis on Flanagans; call and email re Handleman; email from Ryan Anderson on GM position and call related thereto; review of cash flow projections; email from City of Hamilton on inspection re: water temperature; emails with administrators on various (late food order, PPE, RHRA inspection to Montgomery, cheque requisition);
25-Feb-2021	Akhil Kapoor	2.00	1) Discussion with Bert Vis re concerns and issues in completing tile repair work at the Montgomery RH and related conversations with S. Title and Anthony2)

DATE	PROFESSIONAL	HOURS	DETAILED TIME DESCRIPTIONS
			<p>Communication with AZ Med and Ryan re finalization of PPE items and delivery of PPE at Dundas incl. replacement of certain items from the previous order3) Email from Irene from Active business services re retirement homes and requesting her to provide info on their invoices and services to the Home 4) Brief discussion with Matt re updating cash flow projections5) Call with Shannon re invoices from Cleaning House and date of delivery and finalizing the Pre and Post receivership invoices 6) Discussion with Anthony re setting up a meeting with Apollo (on Monday) as the rates appear to be higher than their previous quote provided7) Comm with S. Title and Ryan re barbers quote and pending confirmation from Ryan8) Discussion with DDK re 2 options on Boiler repair quote and which option should be selected and if any discount is possible9) Discussion with S. Title re fish tank removal from NV and if any supplier is available (to discuss with Bert Vis) and call update with S. Rivet- RHRA repair requirements and related stuff</p>
25-Feb-2021	Akhil Kapoor	1.04	<p>1) Receipt of Bank activity report and related discussions2) Discussion with Mike on rent received from a couple of residents (pending since Jan/Feb). Also discussed sending T4 summary to CRA3) Discussion with S. Title re Bert Vis, Ministry of Finance letter (response to be prepared), 4) Receipt of emails on RHRA for Dundas and related things to be done5) Discussion with Mike re maintenance issues at NV and sending M. Guy there6) Highlighting issues in Alectra, email comm with Alectra, to be further investigated7) Finalization of PPE order and confirming AZ Med for Dundas pending a couple of clarifications</p>
25-Feb-2021	Akhil Kapoor	1.60	<p>1) Discussion with Anthony re dryer order with Appliance girl, related costs of dryer plus installation and updating S.Title about it2) Update on staff testing, vaccination 3) City's letter on MG Home, Dundas and action points (to work on them later)4) Discussion re cleaning house items for Dundas, introduction and request for quote for certain items5) Discussion with Sheila re certain invoice payments6) Call update by S. Title from his call with the inspector for the 3 Homes (action items to be dealt with next week)7)) Email comm with Walker re service performed at Dundas but Ryan is unaware</p>

DATE	PROFESSIONAL	HOURS	DETAILED TIME DESCRIPTIONS
			about it so coordinating with both of them8) bank tracker received and advising Mubeen to update and to inform him about a few transactions9) Receipt of Peel In Home invoice and following up with Ryan to confirm10) Introduction with Joe from Seniors Home and receiving his prel. checklist
25-Feb-2021	Akhil Kapoor	1.80	1) Review of invoices- Hal Brant, Cleaning House, Orkin, Waste connections, Glenbriar, Argus, Telus among others for the 3 Homes2) Sending 6-7 emails to S. Ayer for payments. Also discussed Ascend entries in the name of Enbridge and Union Gas (to be consolidated). Noted down certain invoices which are approved but not paid and advising payment on those invoices3) Updating the model with these invoices in "Commitments" tab as they need to be paid by week ended Mar 6.4) Sharing revised model with Matt for comments5) Call with Anthony and sharing expense format with him. Discussed Dry wall invoice and asked Anthony to pay and claim reimbursement
25-Feb-2021	Sheldon Title	1.80	emails with Phoenix and email with Yvonne re: managerial role/attempt call to Wolter Vis of Bert Vis on Northview; call with Joe Levy; email to Joe Levy/Akhil on delivering info to Seniors Housing in preparation for listing; call with Phoenix; call with Yohaana on his call with R. Anderson; call with Staff Relief on its frustrations with R. Anderson on staffing; call with Yvonne; call with Mark Tonkin of RHRA on Montgomery; email to Anthony on same
26-Feb-2021	Akhil Kapoor	2.00	1) Review of pending invoices and previous year account statements- Argus, Cogeco, Bell, Enbridge, Thyssenkrup, Aquaflow among others and updating the cash flow projections for Dundas, Northview and Montgomery. Sharing the same with Matt for his review2) Discussion with AZ Med re order finalization, delivery and receipt of invoice3) Receipt of revised rent roll for Feb for Dundas and reviewing it. Also received rent roll for NV and MG for Mar 20214) Discussion with S. Rivet re invoice from Walker for grease trap part repair, revised invoice for Aquaflow and new disinfectant requirement (tbc)5) Reviewing and sharing Aquaflow invoice for processing to S. Ayer
26-Feb-2021	Akhil Kapoor	1.60	1) Preparation of folders/arranging information re financials statements, appraisal reports, license docs, revenue for 2020, rent rolls and sharing with Seniors

DATE	PROFESSIONAL	HOURS	DETAILED TIME DESCRIPTIONS
			Real Estate team for their review2) Discussion with S. Title and Mike re HST return requirements for the Homes. Also discussed with Mike re their remuneration, updated rent roll, payroll status of Mar 5, source ded of Feb and receipt of payroll for NV for Mar 5 and source deduction work sheet for Feb 20213) Email comm re Yohaans email on staff analysis (to be reviewed)4) Discussion with S. Rivet re disinfectant req'd as per revised public health guidelines5) Discussion with cleaning house re items to be ordered and coordinating with cleaning house and Ryan for list of items and to expedite6) Discussion with S. Title re SD to be paid, updated bank statements from Mike, update on March rent deposits among others7) Receipt of bank activity report and directing Mubeen to update it, clean the workbook for review8) Multiple emails and discussion re cheque payments to be made today
26-Feb-2021	Akhil Kapoor	1.60	1) Discussion with S. Ayer re payment of certain vendor invoices incl. Argus, updating Ascend and tracker, update on vendor invoice management among other details2) Decision making on quotes for furnace replacement (NV) and Boiler repair (Montgomery) and further review and discussion (to be continued)3) Discussion re rent receipts to be sent to residents, notice requirements- posted or mailing to residents4) Discussion with Anthony re pending DDF and Fire inspection reports5) Calls with DDK about his quotes, how the work will be done and timelines6) Discussion on pending grease trap cleaning at Dundas (to be continued)
26-Feb-2021	Akhil Kapoor	1.70	1) Discussion incl. multiple emails and calls with S. Title re requirement of vacuums at Dundas, other issues at Dundas re flushing of drains, quote for cleaning items incl. vacuum, Mike's remuneration, status of projections, Apollo invoice for Dundas, Bert Vis work at Montgomery and related adjustments required to ensure residents cooperate. 2) Discussion with S. Rivet and S. Title re finalization of supplier for furnace replacement (quote compare- DDK and Vestacon) and advising DDK to commence the work at Northview.3) Discussion with Anthony and S. Title re finalization of supplier for boiler repair (quote compare- DDK and Vestacon) and advising DDK to procure the repair parts and wait for directions to commence the work at Montgomery (to wait for tile

DATE	PROFESSIONAL	HOURS	DETAILED TIME DESCRIPTIONS
			work completion)4) Multiple emails and calls with Ryan (Dundas) re vacuum quotes, flushing of drains quote, requirement of disinfectant as per Public Health revised guidelines among others5) Calls with Daniel from Walker to confirm flushing of drains at Dundas (incl. email confirmation)6) Calls and emails re confirmed the order for cleaning house items after review
26-Feb-2021	Jim Guo	.40	chq req
26-Feb-2021	Mubeen Ghouri	.25	Cleaned file and updated for Feb 25th
26-Feb-2021	Patricia Ball	.20	post cheque requisition
26-Feb-2021	Patricia Ball	.20	process cheque requisition
26-Feb-2021	Sheila Ayer	2.00	AP processing (prep cheque requisitions, submit for approval, processing)
26-Feb-2021	Sheldon Title	.50	emails with administrators, call with Shannon Rivet, call with Robert Handleman; call with Walter Vis
27-Feb-2021	Akhil Kapoor	.20	Review of docs received from Mike for property tax review - Final notice for 2020 and 2015 financials and requesting him to provide 1.2016 CVA Assessment Notice and rent rolls for 2014 till date that define the room type and service
28-Feb-2021	Akhil Kapoor	.20	1) Email communication re notice to be posted at the Homes for an extension provided by RHRA2) Emails on GM's visit at the Homes and discussion on transfer of funds from Co Accounts to Trust Accounts3) Emails with Joe (Seniors) for data requests and S. Rivet re disinfectant (whether it falls under Public Health Guidelines)
28-Feb-2021	Sheldon Title	.20	email to/from Phoenix, to/from Ayer/Kapoor on need to revise notices to post in premises; to team on GM appt

SUMMARY OF TIME CHARGES

PROFESSIONAL	AVERAGE HOURLY RATE	HOURS	AMOUNT
Sheldon Title – Partner (Corporate Insolvency)	590.00	107.60	63,484.00
Akhil Kapoor – Manager (Corporate Insolvency)	375.00	188.34	70,627.50
Cherry Yip – Senior Accountant (Assurance – Audit)	228.00	6.50	1482.00
Grant Bazian – Partner (Corporate Insolvency)	390.00	0.50	195.00
Jessie Hue – Estate Administrator (Corporate Insolvency)	222.00	13.80	3,063.60
Jim Guo – Accounting Administrator (Corporate Insolvency)	148.00	6.00	878.00
Matthew Lem - Partner (Corporate Insolvency)	500.00	11.60	5,800.00
Mubeen Ghouri - Accountant (Assurance – Audit)	195.00	4.55	887.25
Patricia Ball– Estate Administrator (Corporate Insolvency)	166.00	4.0	664.00
Sheila Ayer – Administrative Assistant (Corporate Insolvency)	169.00	7.30	1,233.70
Trina Burningham – Administrative Assistant (Corporate Insolvency)	143.00	18.55	2,652.65
Misc. Disbursements (PPE)			539.99
TOTAL		369.24	\$ 151,507.69

TAB 2E

Appendix “E”

**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

**AFFIDAVIT OF THOMAS LAMBERT
(Sworn March 10, 2021)**

I, **THOMAS LAMBERT**, of the City of Hamilton, in the Province of Ontario, **MAKE OATH AND SAY:**

1. I am a lawyer at the law firm Loopstra Nixon LLP ("**Loopstra Nixon**"), counsel to MNP Ltd. in its capacity as receiver and manager (in such capacities, the "**Receiver**") without security, of all the assets, undertakings and properties of Dundas Retirement Place Inc., Maple Retirement Homes Inc. and 1059244 Ontario Inc. (the "**Debtors**"). Accordingly, I have knowledge of matters hereinafter deposed to.

2. Attached hereto and collectively marked as **Exhibit "A"** are true copies of the Statements of Account of Loopstra Nixon in respect of services rendered to the Receiver during

the period of September 27, 2020 to and including February 28, 2021 (the "Billing Period"). During the Billing Period, the total fees billed were \$30,902.50, with applicable taxes of \$4,017.33, for an aggregate amount of \$34,919.83

3. As set out in the following table, 54.9 hours were billed by Loopstra Nixon during the Billing Period, resulting in an average hourly rate of \$562.89 (exclusive of applicable taxes):

Name of Professional	Total Hours	Hourly Rate(s) (\$)
R.G. Phoenix (2006)	26.6	550
R.G Phoenix (2006)	28.3	575

4. I confirm that the activities detailed in the Statements of Account attached hereto as Exhibit "A" accurately reflect the services provided by Loopstra Nixon; and, that the rates charged are the standard hourly rates for each such professional at the time that such charges were incurred.

5. In connection with the within accounts, Loopstra Nixon has been paid nil (\$0.00) and holds nil (\$0.00) on retainer in trust.

6. I swear this affidavit in support of a motion for, *inter alia*, approval of the fees and disbursements of Loopstra Nixon, and for no other reason or improper purpose.

SWORN BEFORE ME virtually at the)
City of Toronto, in the)
Province of Ontario, this)
10th day of March, 2021)
_____)
A Commissioner for taking affidavits, etc.



THOMAS LAMBERT

This is Exhibit "A" referred to in the Affidavit of Thomas Lambert sworn virtually before me this 10th day of March, 2021.



A Commissioner, etc.



LOOPSTRA NIXON LLP
BARRISTERS AND SOLICITORS

December 8, 2020

R. Graham Phoenix
Direct Line: 416.748.4776
Email: gphoenix@loonix.com
RGP Professional Corporation

CONFIDENTIAL

MNP Ltd.
111 Richmond Street West, Suite 300
Toronto ON M5H 2G4

Matter No. 15753-0011

Attention: Sheldon Title

RE: Receivership of Dundas Retirement Place Inc. et al.

Please find enclosed herewith our Statement of Account for services rendered with regard to the above-noted matter to and including November 30, 2020 which we trust you will find satisfactory.

If you have any questions, please contact the undersigned.

Yours truly,

LOOPSTRA NIXON LLP
Per:


R. Graham Phoenix
Encl.



December 8, 2020

Invoice No. 94096

Matter No. 15753-0011

MNP Ltd.
111 Richmond Street West, Suite 300
Toronto ON M5H 2G4

Attention: Sheldon Title

RE: Receivership of Dundas Retirement Place Inc. et al.

STATEMENT OF ACCOUNT

TO OUR FEE FOR PROFESSIONAL SERVICES rendered in connection with the above-noted matter through to November 30, 2020.

OUR FEE	\$8,800.00
HST on Fees @ 13%	\$1,144.00
Total Fees, Disbursements and HST	<u>\$9,944.00</u>

The above account represents a summary of the professional services rendered to you, and this firm reserves the right to provide further particulars of our professional services rendered in the event the same is required or requested.

THIS IS OUR STATEMENT OF ACCOUNT HEREIN

LOOPSTRA NIXON LLP
Per:

R. Graham Phoenix
RGP/cal

In accordance with the Solicitor's Act, interest will be charged on this account until paid, at the rate of 2.0% per annum, commencing one month after delivery, E. & O.E. * HST No. 122610298RT0001



PRIVILEGED AND CONFIDENTIAL
Billing Detail Report to 30-Nov-2020

December 8, 2020

Invoice No. 94096

MNP Ltd.
111 Richmond Street West, Suite 300
Toronto ON M5H 2G4

Matter No. 15753-0011

Attention: Sheldon Title

RE: Receivership of Dundas Retirement Place Inc. et al.

FEES

<u>Date</u>	<u>Narrative</u>	<u>Professional</u>	<u>Time</u>
27-Sep-2020	Call with S. Title re: care home receivership.	RGP	0.00
28-Sep-2020	Call with Sheldon Title, secured creditor and counsel. Drafting order.	RGP	0.00
29-Sep-2020	Finalize draft order. Share with S. Title for review. Receiver application materials re: Emerald. Forward application materials re: Emerald to S. Title and counsel to BCU.	RGP	1.10
30-Sep-2020	Review comments on order from Receiver. Revised and send back same. Call with Receiver.	RGP	1.20
02-Oct-2020	Call with Receiver and counsel to BCU re: draft order. Amend the same. Recirculate.	RGP	0.60
05-Oct-2020	Review and comment on draft notice of application, affidavit and receiver's role.	RGP	1.20
06-Oct-2020	Emails with client and counsel to BCU re: materials and receiver review of records.	RGP	0.30
07-Oct-2020	Review email from counsel to BCU. Emails with receiver re: same.	RGP	0.20
08-Oct-2020	Call with Sheldon Title re: pre-filing report. Email to counsel to BCU re: same.	RGP	0.40
09-Oct-2020	Call with S. Title re: BCU application.	RGP	0.40
12-Oct-2020	Review emails re: BCU application. Email to BCU counsel.	RGP	0.20
13-Oct-2020	Emails and call with counsel to BCU and Receiver.	RGP	0.50
15-Oct-2020	Call with BCU, counsel and Receiver (.5). Review and provide comments on draft affidavit. (.5)	RGP	1.00
27-Oct-2020	Email to BCU counsel re: next steps.	RGP	0.10



LOOPSTRA NIXON LLP
BARRISTERS AND SOLICITORS

28-Oct-2020	Call with S. Title re: next steps and development re: sister facility issues.	RGP	0.30
29-Oct-2020	Review updated ministry reports re: corrective measures. Emails with receiver and counsel to BCU.	RGP	0.30
30-Oct-2020	Discussion with counsel to BCU re: filing issues. Call with trustee re: same.	RGP	0.20
08-Nov-2020	Review and comment on draft order to Receiver. Revise and send comments to counsel to BCU.	RGP	1.10
09-Nov-2020	Call with counsel to BCU and reciever. Finalize comments on draft order and send to counsel to BCU for circulation.	RGP	1.10
11-Nov-2020	Emails re: draft order and status of proceedings.	RGP	0.10
13-Nov-2020	Review regulator comments on order. Comments to receiver and call re: same.	RGP	0.90
16-Nov-2020	Call with reciever and counsel to BCU re: receivership order and regulator concerns.	RGP	0.80
17-Nov-2020	Call with counsel to BCU and RHRA re: receivership. Call with S. Title. Comments on revised draft receivership order.	RGP	1.50
18-Nov-2020	Furhter revisions to draft order based on MNP's comment. Circulate the same to counsel to BCU.	RGP	0.90
26-Nov-2020	Revised draft order. Call with S. Title. Multiple calls with counsel to BCU. Review revised order. Comments to counsel to BCU. Call with Reciever. Call with counsel to BCU. Emails with all.	RGP	1.60

OUR FEE

\$8,800.00

Time Summary

R. Graham Phoenix

Hours

16.00

Total hours:

16.00



January 14, 2021

R. Graham Phoenix
Direct Line: 416.748.4776
Email: gphoenix@loonix.com
RGP Professional Corporation

CONFIDENTIAL

MNP Ltd.
111 Richmond Street West, Suite 300
Toronto ON M5H 2G4

Matter No. 15753-0011

Attention: Sheldon Title

RE: Receivership of Dundas Retirement Place Inc. et al.

Please find enclosed herewith our Statement of Account for services rendered with regard to the above-noted matter to and including January 14, 2021 which we trust you will find satisfactory.

If you have any questions, please contact the undersigned.

Yours truly,

LOOPSTRA NIXON LLP
Per:

R. Graham Phoenix
Encl.



January 14, 2021

Invoice No. 96665

Matter No. 15753-0011

MNP Ltd.
 111 Richmond Street West, Suite 300
 Toronto ON M5H 2G4

Attention: Sheldon Title

RE: Receivership of Dundas Retirement Place Inc. et al.

STATEMENT OF ACCOUNT

TO OUR FEE FOR PROFESSIONAL SERVICES rendered in connection with the above-noted matter through to January 14, 2021.

OUR FEE	\$8,992.50
HST on Fees @ 13%	\$1,169.03
Total Fees, Disbursements and HST	<u>\$10,161.53</u>

The above account represents a summary of the professional services rendered to you, and this firm reserves the right to provide further particulars of our professional services rendered in the event the same is required or requested.

THIS IS OUR STATEMENT OF ACCOUNT HEREIN

LOOPSTRA NIXON LLP

Per:

R. Graham Phoenix
 RGP/cal

In accordance with the Solicitor's Act, interest will be charged on this account until paid, at the rate of 2.0% per annum, commencing one month after delivery, E. & O.E. * HST No. 122610298RT0001



PRIVILEGED AND CONFIDENTIAL
Billing Detail Report to 14-Jan-2021

January 14, 2021

Invoice No. 96665

MNP Ltd.
111 Richmond Street West, Suite 300
Toronto ON M5H 2G4

Matter No. 15753-0011

Attention: Sheldon Title

RE: Receivership of Dundas Retirement Place Inc. et al.

FEES

<u>Date</u>	<u>Narrative</u>	<u>Professional</u>	<u>Time</u>
01-Dec-2020	Review and comment on "privilege" carve out on consent. Review comments from RHRA re: draft order. Provide comments to counsel to BCU and receiver.	RGP	0.70
04-Dec-2020	Discussion with S. Title. Discussion with counsel to BCU. All re: RHRA strategy. Email to BCU group.	RGP	0.60
07-Dec-2020	Call re: moving forward under indemnity model.	RGP	0.30
08-Dec-2020	Call with BCU and counsel re: next steps. Call with S. Title re: same and strategy re: pre-filing and RHRA.	RGP	0.80
09-Dec-2020	Review and comment on indemnity agreement. Review draft order. Comment to Receiver. Comments to all counsel re: same and need to approve MNP LLP as an investigator.	RGP	0.50
10-Dec-2020	Emails with counsel to BCU re next steps. Emails with receiver re: Debtor's consent. Comments on the same.	RGP	0.40
11-Dec-2020	Various emails on pre-appointment steps.	RGP	0.30
15-Dec-2020	Emails re: pre-appointment review. Call with S. Title re: indemnity language and pre-appointment steps.	RGP	0.20
21-Dec-2020	Emails with counsel to BCU and receiver re: next steps and impact of lockdown procedures.	RGP	0.30
22-Dec-2020	Email re: court attendance.	RGP	0.10
23-Dec-2020	Review and comment on draft notice to residents/families. Attend court hearing via Zoom. Calls with Receiver re: order and next steps.	RGP	1.10



LOOPSTRA NIXON LLP

BARRISTERS AND SOLICITORS

30-Dec-2020	Call with S. Title re: pednign discussion wiht counsel to RHRA and various other issues wiht Homes. Email with counsel to RHRA	RGP	0.50
04-Jan-2021	Review letter re: employees. Call with Receiver re: same and other items, including inspection and compliance issues.	RGP	0.70
05-Jan-2021	Review news articles re: receivership. Emails with receiver and BCU re: same. Call with counsel to RHRA.	RGP	0.80
06-Jan-2021	Review correspondence and Orders from RHRA. Review RHA re: appealing orders. Email to MNP re: same and assessment of RHRA correspondence.	RGP	1.00
07-Jan-2021	Emails with counse to RHRA. Email to MNP re: same (i.e., deferral of recovation date). Review ROFR agreements and case law. Comments to MNP re: same. Call with S. Title. Review and comment on letter to RHRA.	RGP	2.30
08-Jan-2021	Review correspondence re: compliance. Call with S. Title.	RGP	0.50
09-Jan-2021	Research re: CEBA loan receipt. Email with S. Title re: same.	RGP	1.20
12-Jan-2021	Emails with receiver re: government COVID regulations. Review announcement and documentation re same. Followup email to receiver re: same.	RGP	1.30
13-Jan-2021	Emails and calls with S. Title re various issues. Review of RTA and reporting obligatoins. Email to S. Title re: same.	RGP	1.50
14-Jan-2021	Review Hamilton letter re: subsidy. Multiple calls with S. Title re: same and otehr issues.	RGP	1.00
OUR FEE			\$8,992.50

<u>Time Summary</u>	<u>Hours</u>
R. Graham Phoenix	16.10
Total hours:	16.10



LOOPSTRA NIXON LLP
BARRISTERS AND SOLICITORS

March 10, 2021

R. Graham Phoenix
Direct Line: 416.748.4776
Email: gphoenix@loonix.com
RGP Professional Corporation

CONFIDENTIAL

MNP Ltd.
111 Richmond Street West, Suite 300
Toronto ON M5H 2G4

Matter No. 15753-0011

Attention: Sheldon Title

RE: Receivership of Dundas Retirement Place Inc. et al.

Please find enclosed herewith our Statement of Account for services rendered with regard to the above-noted matter to and including February 28, 2021 which we trust you will find satisfactory.

If you have any questions, please contact the undersigned.

Yours truly,

LOOPSTRA NIXON LLP
Per:

R. Graham Phoenix
Encl.



March 10, 2021

Invoice No. 97779

Matter No. 15753-0011

MNP Ltd.
111 Richmond Street West, Suite 300
Toronto ON M5H 2G4

Attention: Sheldon Title

RE: Receivership of Dundas Retirement Place Inc. et al.

STATEMENT OF ACCOUNT

TO OUR FEE FOR PROFESSIONAL SERVICES rendered in connection with the above-noted matter through to February 28, 2021.

OUR FEE	\$13,110.00
HST on Fees @ 13%	\$1,704.30
Total Fees, Disbursements and HST	<u>\$14,814.30</u>

The above account represents a summary of the professional services rendered to you, and this firm reserves the right to provide further particulars of our professional services rendered in the event the same is required or requested.

THIS IS OUR STATEMENT OF ACCOUNT HEREIN

LOOPSTRA NIXON LLP
Per:

R. Graham Phoenix
RGP/cal

In accordance with the Solicitor's Act, interest will be charged on this account until paid, at the rate of 2.0% per annum, commencing one month after delivery, E. & O.E. * HST No. 122610298RT0001



PRIVILEGED AND CONFIDENTIAL
Billing Detail Report to 28-Feb-2021

March 10, 2021

Invoice No. 97779

MNP Ltd.
111 Richmond Street West, Suite 300
Toronto ON M5H 2G4

Matter No. 15753-0011

Attention: Sheldon Title

RE: Receivership of Dundas Retirement Place Inc. et al.

FEES

<u>Date</u>	<u>Narrative</u>	<u>Professional</u>	<u>Time</u>
18-Jan-2021	Email and call with S. Title re: update. Call with counsel to BCU and S. Title re: status and pending issues for BCU.	RGP	1.10
19-Jan-2021	Emails with S. Title. Review and report on application of WSIB to employees.	RGP	1.10
20-Jan-2021	Calls with S. Title re: strategy.	RGP	0.40
25-Jan-2021	Call with S. Title re: status of various issues. Review and comment on S. Title assessment re: sale process/ BCU Memo.	RGP	1.30
26-Jan-2021	Call with S. Title re: sales process urgency and strategy. Review MNP LLP reporting letter re: status. Comments on same to MNP.	RGP	1.10
27-Jan-2021	Review correspondence from RHRA. Comment to Reciever. Call with S. Title re: comments from BCU.	RGP	0.30
29-Jan-2021	Review letter from RHRA. Call with S. Title re: same. Revise letter to limite damage, send comments to S. Title. Review applicabel act. Emails wiht RHRA. Call with RHRA and S. Title. Urgent draft of request for extension re: revocation of licence date. Forward to S. Title for review. Forward to M. McClurg.	RGP	3.10
01-Feb-2021	Email with counsel to RHRA re: status inquiry. Call wiht S. Title and BCU. Calls and emails with counsel to RHRA re: 1 month extension. Call with S. Title. Prepare and send email re: lowest acceptable price to W. Burdych. Comment re: Court office concern Hamilton. Drafting letter to commercial list.	RGP	2.10
02-Feb-2021	Call with S. Title re: update and next call.	RGP	0.10



LOOPSTRA NIXON LLP
BARRISTERS AND SOLICITORS

05-Feb-2021	Emails with M. McClurg re: operators. Review RHRA notice. Review original orders. Revise draft RHRA notice. Send to S. Title for comment.	RGP	1.10
07-Feb-2021	Review Seniors listing proposal. Emails with Reciever re: comments on same and on dealing with RHRA.	RGP	0.70
08-Feb-2021	Emails with RHRA re: notice. Call with S. Title re: notice and Bell Issue. Review and comment on listing agreement and schedule re: receivership particulars.	RGP	1.40
09-Feb-2021	Emails with Reicever re: various issues. Draft addendum to notice. Forward to RHRA for review. Confirm same with RHRA. Review MNP notice to RHRA and comments to S. Title re: same.	RGP	1.30
11-Feb-2021	Emails with receiver and RHRA re: meeitng and managers. Email to receiver re: same. Review other Martino orders. Call with counsel to RHRA. Call with S. Title.	RGP	0.80
12-Feb-2021	Call with S. Title re: various issues. Emails with RHRA. Call with BCU re: sales process.	RGP	1.10
16-Feb-2021	Call with RHRA re: sales process and next steps. Reivew staffing relief contract. Email S. Title re: the same.	RGP	1.60
17-Feb-2021	Call with Justice Hainey re: transfer to list. Confirm same with court office and with counsel to RHRA.	RGP	0.30
18-Feb-2021	Call with S. Title re: RHRA. Emails re: same. Comments on strategy re: RHRA and manager.	RGP	0.60
19-Feb-2021	Call with RHRA and receiver.	RGP	0.60
22-Feb-2021	Call with S. Title re: developments and strategy re: RHRA.	RGP	0.40
23-Feb-2021	Call with S. Title re: sales process and manager. Call with RHRA. Follow up call to S Title. Further emails with S. Title.	RGP	0.70
24-Feb-2021	Call with S. Title re: RHRA manager issues and issues with existing staff. Call wiht S. Title re: various updates. Emails wiht RHRA re: same and schedule discussion.	RGP	0.90
25-Feb-2021	Emails and call with S. Title and then with M. McClurg re: Manager and Sales Process. Email update to S. Title. Follow up call wiht S. Title re: same and emerging staffing issues.	RGP	0.70
OUR FEE			<hr/> \$13,110.00



LOOPSTRA NIXON LLP
BARRISTERS AND SOLICITORS

Time Summary

Hours

R. Graham Phoenix

22.80

Total hours:

22.80

BUDUCHNIST CREDIT UNION LIMITED
Applicant

-and-

DUNDAS RETIREMENT PLACE INC. et al.
Respondents

Court File No.: CV-20-75470

ONTARIO
SUPERIOR COURT OF JUSTICE
(Commercial List)

Proceedings commenced at HAMILTON

AFFIDAVIT OF FEES

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

R. Graham Phoenix
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Lawyers for the Receiver, MNP Ltd.

BUDUCHNIST CREDIT UNION LIMITED
Applicant

v.

DUNDAS RETIREMENT PLACE INC., et al
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. 31-2663507
Commercial List Court File No.: _____

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

Proceeding commenced at **HAMILTON**

MOTION RECORD
*(returnable March 23, 2021 at 12:30pm via "ZOOM"
videoconference)*

LOOPSRA NIXON LLP
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Lawyers for Court Appointed Receiver, MNP Ltd.