

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

**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

**REVISED APPLICATION RECORD**

December 10, 2020

**KEYSER MASON BALL LLP**

Barristers & Solicitors  
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Court File No.CV-20-74570

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

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

**NOTICE OF APPLICATION**

**TO THE RESPONDENT**

**A LEGAL PROCEEDING HAS BEEN COMMENCED** by the applicant. The claim made by the applicant appears on the following page.

**THIS APPLICATION** will come on for a hearing before a Judge on December 23, 2020, via videoconference due to the COVID-19 pandemic.

**IF YOU WISH TO OPPOSE THIS APPLICATION**, to receive notice of any step in the application or to be served with any documents in the application, you or an Ontario lawyer acting for you must forthwith prepare a notice of appearance in Form 38A prescribed by the Rules of Civil Procedure, serve it on the applicant's lawyer or, where the applicant does not have a lawyer, serve it on the applicant, and file it, with proof of service, in this court office, and you or your lawyer must appear at the hearing.

**IF YOU WISH TO PRESENT AFFIDAVIT OR OTHER DOCUMENTARY EVIDENCE TO THE COURT OR TO EXAMINE OR CROSS-EXAMINE WITNESSES ON THE APPLICATION**, you or your lawyer must, in addition to serving your notice of appearance,

serve a copy of the evidence on the applicant’s lawyer or, where the applicant does not have a lawyer, serve it on the applicant, and file it, with proof of service, in the court office where the application is to be heard as soon as possible, but at least four days before the hearing.

**IF YOU FAIL TO APPEAR AT THE HEARING, JUDGMENT MAY BE GIVEN IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO OPPOSE THIS APPLICATION BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.**

Date ..... NOVEMBER 26 2020 .....

Harsha Goordyal  
Issued by .....  
Digitally signed by Harsha Goordyal  
DN: c=ca, st=on, o=Government of Ontario, ou=People, serialNumber=DSAP432290, cn=Harsha Goordyal  
Date: 2020.11.26 16:25:51 -0500

Local registrar

Address of  
court office: 45 Main Street East  
Hamilton, Ontario  
L8N 2B7

**TO: THE SERVICE LIST**

**SERVICE LIST**

TO: Robert S. Brown  
Brown Law  
120 King Street West  
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L8P 4V2

Tel: (905) 528-3003  
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Email: info@bluechipleasing.com

AND TO: Premium Capital Group Inc.  
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Email: [hr@ondeck.com](mailto:hr@ondeck.com)

## APPLICATION

1. The Applicant, Buduchnist Credit Union Limited (“**BCU**”) makes application for:
  - (a) An order appointing MNP Ltd. as receiver, without security, of certain assets, undertakings and properties of the Respondents Dundas Retirement Place Inc., Maple Retirement Homes Inc. and 1059244 Ontario Inc. (individually “**Dundas Retirement**”, “**Maple Retirement**” and “**105 Ontario**”, and, together the “**Debtors**”);
  - (b) costs of this application; and
  - (c) such further and other relief as counsel may request and this Honourable Court may deem just.

### GROUND FOR THE APPLICATION ARE:

#### The Parties

1. BCU is credit union incorporated pursuant to the *Credit Union and Caisses Populaires Act*, 1994, S.O. 1994 c. 11, having its head office in the City of Toronto in the Province of Ontario;
2. BCU operates as a credit union providing financial services including commercial mortgages and loans to individuals and corporations Ontario;
3. Dundas Retirement is a corporation incorporated pursuant to the laws of the Province of Ontario with its registered head office located in Ancaster, Ontario;
4. Maple Retirement is a corporation incorporated pursuant to the laws of the Province of Ontario with its registered head office located in Hamilton, Ontario;

5. 105 Ontario is a corporation incorporated pursuant to the laws of the Province of Ontario with its registered head office located in Hamilton, Ontario;
6. The Debtors are related as they share common ownership and common directors;

### **The Debtors' operations**

7. Each of the Debtors owns and operates a retirement residence in the Hamilton area;
8. The retirement residences owned and operated by the Debtors are as follows:
  - (a) Dundas Retirement owns and operates Dundas Retirement Place located at 33 Main Street, Dundas, Ontario ("**33 Main**");
  - (b) Maple Retirement owns and operates Montgomery Lodge located at 1605 Main Street East, Hamilton, Ontario ("**1605 Main**"); and
  - (c) 105 Ontario owns and operates Northview Seniors Residence located at 19 Aikman Avenue, Hamilton, ("**19 Aikman**");
9. Each of the Debtors is the registered owner of the real property on which it operates;
10. In addition to the retirement homes owned and operated by the Debtors, the principals of the Debtors control nine other retirement homes.

### **The financing provided by BCU**

11. BCU provided financing totaling \$10,653,750 to the Debtors;
12. The financing provided by BCU to each of the Debtors is secured by mortgages against properties owned by each of the Debtors, general security agreements, and various other agreements, as set out below;

*Financing provided to Dundas Retirement*

13. BCU and Dundas Retirement entered into the following loan and security agreements (together the “**Dundas Retirement Loan and Security Documents**”):
- (a) A promissory note dated July 27, 2018, pursuant to which Dundas Retirement acknowledged itself indebted to and promised to pay to BCU the principal amount of \$5,538,750 (the “**Dundas Retirement Note**”);
  - (b) A Charge/Mortgage registered as VM282254 in the Wentworth Land Registry Office (No. 62) against title to 33 Main on July 27, 2018 (the “**Dundas Retirement Mortgage**”);
  - (c) A General Assignment of Leases and Rents executed by Dundas Retirement on July 26, 2018, in favour of BCU and registered as VM282255 against title to 33 Main on July 27, 2018;
  - (d) A Security Agreement executed by Dundas Retirement in favour of BCU dated July 2018 and perfected by registration under the *Personal Property Security Act* (Ontario) (the “**PPSA**”) as Registration No. 20180725 1725 6083 4513 in File No. 741995415 against the collateral descriptions “Inventory”, “Equipment”, “Accounts”, “Other” and “Motor Vehicle”; and
  - (e) An Assignment of Material Contracts and Other Rights executed by Dundas Retirement in favour of BCU dated July 2018;
14. The Dundas Retirement Note requires Dundas Retirement to make monthly payments in the amount of \$31,244.00 on the 10<sup>th</sup> day of each and every month commencing on August 10, 2018;
15. Pursuant to the terms of the Dundas Retirement Loan and Security Documents:

- (a) Dundas Retirement granted to BCU a security interest in all of its real and personal property and assets, including after acquired property;
- (b) each of the Dundas Retirement Loan and Security Documents secures all obligations, debts and liabilities of Dundas Retirement to BCU;
- (c) it was an event of default, among others:
  - i. if BCU makes a written demand for payment and payment in full is not received by BCU; and
  - ii. if Dundas Retirement fails to make any of the payments due pursuant to the Dundas Retirement Note;
- (d) Dundas Retirement agreed that, without the prior written consent of BCU, it shall not create any charge or encumbrance over 33 Main; and
- (e) upon the occurrence of an event of default, BCU is entitled to appoint a receiver;

*Financing provided to Maple Retirement*

16. BCU and Maple Retirement entered into the following loan and security agreements (together the “**Maple Retirement Loan and Security Documents**”):

- (a) A promissory note dated May 31, 2018 pursuant to which Maple Retirement acknowledged itself indebted to and promised to pay to BCU the principal amount of \$1,500,000 (the “**Maple Retirement Note**”);
- (b) A Charge/Mortgage registered as WE1287510 in the Wentworth Land Registry Office (No. 62) against title to 1605 Main on May 31, 2018;

- (c) A General Assignment of Leases and Rents executed by Maple Retirement on May 31, 2018 in favour of BCU and registered as WE1287511 against title to 1605 Main on May 31, 2018;
  - (d) A Security Agreement executed on May 31, 2018 by Maple Retirement in favour of BCU and perfected by registration under the PPSA as Registration No. 0180525 1616 6083 2823 in File No. 739764135 against the collateral descriptions "Inventory", "Equipment", "Accounts", "Other" and "Motor Vehicle"; and
  - (e) An Assignment of Material Contracts and Other Rights executed on May 31, 2018, by Maple Retirement in favour of BCU.
17. The Maple Retirement Note required Maple Retirement to make monthly payments in the amount of \$8,725.00 on the last day of each and every month commencing on June 30, 2018;
18. Pursuant to the terms of the Maple Retirement Loan and Security Documents:
- (a) Maple Retirement granted to BCU a security interest in all of its real and personal property and assets, including after acquired property;
  - (b) each of the Maple Retirement Loan and Security Documents secures all obligations, debts and liabilities of Maple Retirement to BCU;
  - (c) it was an event of default, among others:
    - i. if BCU makes a written demand for payment and payment in full is not received by BCU; and
    - ii. if Maple Retirement fails to make any of the payments due pursuant to the Maple Retirement Note; and

- (d) upon the occurrence of an event of default, BCU is entitled to appoint a receiver;

*Financing provided to 105 Ontario*

19. BCU and 105 Ontario entered into the following loan and security agreements (together the “**105 Ontario Loan and Security Documents**”):

- (a) A promissory note dated July 27, 2018, pursuant to which 105 Ontario acknowledged itself indebted to and promised to pay to BCU the principal amount of \$3,615,000 (the “**105 Ontario Note**”);
- (b) a Charge/Mortgage registered as WE1298847 in the Wentworth Land Registry Office (No. 62) against title to 19 Aikman on July 27, 2018 (the “**105 Retirement Mortgage**”);
- (c) a General Assignment of Leases and Rents executed by 105 Ontario on July 26, 2018, in favour of BCU and registered as WE1298848 against title to 19 Aikman on July 27, 2018;
- (d) a Security Agreement executed by 105 Ontario in favour of BCU dated July 2018 and perfected by registration under the PPSA as Registration No. 20180714 1827 6083 4476 in File No. 741944979 against the collateral descriptions “Inventory”, “Equipment”, “Accounts”, “Other” and “Motor Vehicle”; and
- (e) an Assignment of Material Contracts and Other Rights executed by 105 Ontario in favour of BCU dated July 2018;

20. The 105 Ontario Note required 105 Ontario to make monthly payments in the amount of \$23,154.00 on the 10th day of each and every month commencing on August 10, 2018;
21. Pursuant to the terms of the 105 Ontario Loan and Security Documents:
- (a) 105 Ontario granted to BCU a security interest in all of its real and personal property and assets, including after acquired property;
  - (b) each of the 105 Ontario Loan and Security Documents secures all obligations, debts and liabilities of 105 Ontario to BCU;
  - (c) it was an event of default, among others:
    - i. if BCU makes a written demand for payment and payment in full is not received by BCU; and
    - ii. if 105 Ontario fails to make any of the payments due pursuant to the 105 Ontario Note;
  - (d) 105 Ontario agreed that, without the prior written consent of BCU, it shall not create any charge or encumbrance over 19 Aikman; and
  - (e) upon the occurrence of an event of default, BCU is entitled to appoint a receiver;

#### **The Debtors' defaults**

22. Each of the Debtors defaulted in its obligations to BCU and the defaults continue;

#### *Dundas Retirement's defaults*

23. On November 18, 2019, Dundas Retirement defaulted in its obligations pursuant to the Dundas Retirement Loan and Security Documents in that it permitted a second mortgage to be registered against title to 33 Main without the prior consent of BCU;

24. Dundas Retirement committed subsequent acts of default in failing to make the monthly payments due pursuant to the Dundas Retirement Loan and Security

Documents;

25. Dundas Retirement is in default of its obligations under the Dundas Retirement Loan and Security Documents which default is continuing;

*Maple Retirement's defaults*

26. On or about July 10, 2020, Maple Retirement defaulted in its obligations pursuant to the Maple Retirement Loan and Security Documents in that it failed to make the monthly payment due to BCU pursuant to the Loan and Security Documents;

27. Maple Retirement is in default of its obligations under the Maple Retirement Loan and Security Documents which default is continuing;

*105 Ontario's defaults*

28. On November 18, 2019, 105 Ontario defaulted in its obligations pursuant to the 105 Ontario Loan and Security Documents in that it permitted a second mortgage to be registered against title to 19 Aikman without the prior consent of BCU;

29. 105 Ontario committed subsequent acts of default in failing to make the monthly payments due pursuant to the Dundas Retirement Loan and Security Documents;

30. 105 Ontario is in default of its obligations under the 105 Ontario Loan and Security Documents which default is continuing;

**Non-payment of BCU and Questions about Debtors' Finances and Operations**

31. The Debtors are currently making no payments to BCU;

32. The Debtors are not remitting priority payables such as source deductions and property taxes and are pooling funds among all of the retirement homes that they control;
33. The Debtors have provided BCU with operating statements for the period January to June 2020 which show that Dundas Retirement operates at a deficit, Maple Retirement operates at a surplus, and 105 Ontario operates at a small deficit;
34. For each of the Debtors there appear to be sufficient funds to make the payments due to BCU however the payments are not being made and BCU has no information what the funds are being used for;
35. BCU has requested that the Debtors provide various documents which would have given BCU some degree of comfort about the financial situation of the Debtors;
36. The Debtors provided some, but not all, of the requested documents;
37. The documents which were provided appear to show that Maple Retirement and 105 Ontario are being used to prop up Dundas Retirement and significant amounts are being paid to third parties;
38. On September 23, 2020, on application by Alterna Savings and Credit Union a receiver was appointed over the assets, undertakings and properties of another retirement home controlled by the principals of the Debtors;
39. As at September 3, 2020, each of the Debtors owed the following amounts to BCU:
- (a) Dundas Retirement owed \$5,303,933.75;
  - (b) Maple Retirement owed \$1,428,653.88; and
  - (c) 105 Ontario owed \$3,398,396.01;

### **Demands and Notices of Intention to Enforce Security**

40. On September 8, 2020, BCU provided each of the Debtors with demands for payment and Notices of Intention to Enforce Security (“**NITES**”) pursuant to the Bankruptcy and Insolvency Act;

41. Despite the demands and the NITES the Debtors have failed to repay the outstanding amounts;

42. BCU has provided the Debtors with more than sufficient time to repay the amounts owed to BCU;

43. The Debtors have been unable or unwilling to fulfill their obligations to BCU;

### **Appointment of a Receiver**

44. In light of the nature of the Debtors’ business (retirement residences) it is just and equitable for a receiver to be appointed;

45. The appointment sought by BCU is limited in scope and will give the owners of the Debtors the flexibility to attempt to finalize certain transactions for the sale of, among other assets, the assets of the Debtors while at the same time protecting BCU’s collateral and providing BCU with the information it requires to decide how best to enforce on its security;

46. The appointment of a receiver is provided for the Loan and Security Documents;

47. Section 243 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;

48. Rules 1.04(1), 1.05, 2.01, 2.03, 3.02 and 38 of the *Rules of Civil Procedure*;

49. Such further and other grounds as the lawyers may advise.

**THE FOLLOWING DOCUMENTARY EVIDENCE WILL BE USED AT THE  
HEARING OF THE APPLICATION:**

1. The Affidavit of Tom Wilson sworn October 26, 2020 and Exhibits thereto; and
2. Such further and other evidence as the lawyers may advise and this Honourable Court may permit.

Date: November 25, 2020

**KEYSER MASON BALL, LLP**

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Lawyers for the Applicant

**Buduchnist Credit Union Limited**  
Applicant

and

**Dundas Retirement Place Inc. et al.**  
Respondent

Court File No. CV-20-74570

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

**PROCEEDING COMMENCED AT HAMILTON**

**NOTICE OF APPLICATION**

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Lawyers for the Applicant

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

BUDUCHNIST CREDIT UNION LIMITED

Plaintiff

and

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

Defendants

**AFFIDAVIT OF LAURA MITCHELL**

I, LAURA MITCHELL of the city of Toronto, in the Province of Ontario, MAKE  
OATH AND SAY:

1. I am a legal assistant with the law firm of Keyser Mason Ball, LLP and, as such, have knowledge of the following matters.
2. On November 26, 2020, the Applicant, Buduchnist Credit Union Limited ("**BCU**") issued an application to appoint a receiver over the assets of the Respondents.
3. In support of the application, Tom Wilson, Vice President, Commercial Credit & Chief Risk Officer for BCU swore two affidavits.
4. In total BCU's application record contained approximately 490 pages. The Hamilton court did not accept the application record because of the electronic file size and requested that the application be reduced to 10MB in total. This affidavit is sworn to pare down BCU's application record to the required 10MB. The two affidavits of Mr. Wilson with exhibits can be made available to the Court upon request.

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5. Attached hereto are true copies of the following documents marked as the following exhibits:

- (a) **Exhibit “A”** – Affidavit of Tom Wilson sworn October 26, 2020, without exhibits (the “**Wilson Affidavit**”);
- (b) **Exhibit “B”** – Parcel Register for 33 Main Street, Dundas, Ontario (Exhibit “D” to the Wilson Affidavit);
- (c) **Exhibit “C”** – Parcel Register for 1605 Main Street East, Hamilton, Ontario (Exhibit “E” to the Wilson Affidavit);
- (d) **Exhibit “D”** – Parcel Register for 19 Aikman Avenue, Hamilton, Ontario (Exhibit “F” to the Wilson Affidavit);
- (e) **Exhibit “E”** – Dundas Retirement Note (Exhibit “G” to the Wilson Affidavit);
- (f) **Exhibit “F”** – Dundas Retirement Mortgage (Exhibit “H” to the Wilson Affidavit) – note that the provision dealing with default and enforcement are the same in the mortgages signed by all of the Respondents so only the Mortgage relating to Dundas Retirement is included;
- (g) **Exhibit “G”** – Dundas Retirement Security Agreement (Exhibit “J” to the Wilson Affidavit) – note that the provision dealing with default and enforcement are the same in the security agreements signed by all of the Respondents so only the security agreement relating to Dundas Retirement is included;
- (h) **Exhibit “H”** – PPSA search for Dundas Retirement (Exhibit “L” to the Wilson Affidavit);

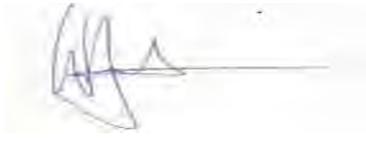
-3-

- (i) **Exhibit “I”** – Maple Retirement Note (Exhibit “M” to the Wilson Affidavit);
- (j) **Exhibit “J”** – PPSA search for Maple Retirement (Exhibit “R” to the Wilson Affidavit);
- (k) **Exhibit “K”** – 105 Ontario Note (Exhibit “S” to the Wilson Affidavit);
- (l) **Exhibit “L”** – PPSA Search for 105 Ontario (Exhibit “X” to the Wilson Affidavit);
- (m) **Exhibit “M”** – Demands and NITES (Exhibit “Y” to the Wilson Affidavit);
- (n) **Exhibit “N”** – Operating Statements (Exhibit “Z” to the Wilson Affidavit);
- (o) **Exhibit “O”** – Supplementary Affidavit of Tom Wilson sworn December 3, 2020 (the “**Second Wilson Affidavit**”);
- (p) **Exhibit “P”** – Email from Mr. Brown and related documents for Dundas Retirement Place (Exhibit “A” to the Second Wilson Affidavit);
- (q) **Exhibit “Q”** – Email from Mr. Brown and related documents for Maple Retirement Homes Inc. (Exhibit “B” to the Second Wilson Affidavit);
- (r) **Exhibit “R”** – Email from Mr. Brown and related documents for 1059244 Ontario Inc. (Exhibit “C” to the Second Wilson Affidavit);
- (s) **Exhibit “S”** – Respondents consent to the Order sought; and
- (t) **Exhibit “T”** – Consent to Act from MNP Ltd.

6. I swear this affidavit in support of BCU's application to appoint a receiver and for no other or improper purpose.

**SWORN remotely by LAURA MITCHELL**, before me at the Town of Oakville, in the Province of Ontario on December 10<sup>th</sup> 2020 in accordance with O. Reg 431/20, Administering Oath or Declaration Remotely.

}



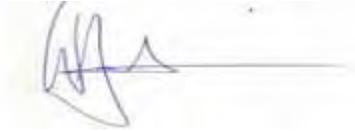
\_\_\_\_\_  
Commissioner for Taking Affidavits  
(or as may be)

\_\_\_\_\_  
*LAURA MITCHELL*  
**LAURA MITCHELL**

**EXHIBIT "A"**

TO THE AFFIDAVIT OF LAURA MITCHELL

SWORN DECEMBER 10<sup>th</sup> 2020.

A handwritten signature in blue ink, consisting of a stylized initial 'A' followed by a horizontal line extending to the right.

---

A Commissioner, etc.

Court File No.

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

**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 TOM WILSON**

I, Tom Wilson, of the Town of Ancaster, in the Province of Ontario, **MAKE OATH AND SAY AS FOLLOWS:**

1. I am the Vice President, Commercial Credit & Chief Risk Officer for the Applicant, Buduchnist Credit Union Limited ("**BCU**"), and as such I have knowledge of the facts contained in this affidavit. Where I have been advised of facts by third parties, I have identified the source of the facts and I hereby state that I verily believe such facts to be true.
2. BCU is a credit union incorporated pursuant to the *Credit Union and Caisses Populaires Act*, 1994, S.O. 1994 c. 11, having its registered office in the City of Toronto, in the Province of Ontario.
3. BCU operates as a credit union providing financial services including commercial

mortgages and loans to individuals and corporations in Ontario.

4. The respondent Dundas Retirement Place Inc. ("**Dundas Retirement**") is corporation incorporated pursuant to the laws of the Province of Ontario with its registered head office located in Ancaster, Ontario. Attached hereto as **Exhibit "A"** is a true copy of the corporation profile report for Dundas Retirement.

5. Stefanie Martino, Anthony Martino, John Martino and Sophi-Anne Martino are the officers and directors of Dundas Retirement.

6. The respondent Maple Retirement Homes Inc. ("**Maple Retirement**") is corporation incorporated pursuant to the laws of the Province of Ontario with its registered head office located in Hamilton, Ontario. Attached hereto as **Exhibit "B"** is a true copy of the corporation profile report for Maple Retirement.

7. Stefanie Martino is the sole officer and director of Maple Retirement.

8. The respondent 1059244 Ontario Inc. ("**105 Ontario**") is a corporation incorporated pursuant to the laws of the Province of Ontario with its registered head office located in Hamilton, Ontario. Attached hereto as **Exhibit "C"** is a true copy of the corporation profile report for 105 Ontario.

9. Sophi-Anne Martino and Stefanie Martino are the officers of 105 Ontario. Sophi-Anne Martino is the sole director of 105 Ontario.

10. Together Dundas Retirement, Maple Retirement and 105 Ontario are referred to as the "**Debtors**".

#### **The Debtors' operations**

11. Each of the Debtors owns and operates a retirement residence in the Hamilton area.

*Dundas Retirement's operations*

12. Dundas Retirement owns and operates Dundas Retirement Place located at 33 Main Street, Dundas, Ontario ("**33 Main**"). Dundas Retirement Place is a 54 bed retirement home providing services for seniors who are independent or need only minor assistance.

13. Dundas Retirement is also the registered owner of 33 Main. Attached hereto as **Exhibit "D"** is a true copy of the parcel register for 33 Main.

*Maple Retirement's operations*

14. Maple Retirement owns and operates Montgomery Lodge located at 1605 Main Street East, Hamilton, Ontario ("**1605 Main**"). Montgomery Lodge is a 30 bed retirement home which also provides short stay accommodations when space permits. It provides services for seniors who are independent or need only minor assistance.

15. Maple Retirement is also the registered owner of 1605 Main. Attached hereto as **Exhibit "E"** is a true copy of the parcel register for 1605 Main.

*105 Ontario's operations*

16. 105 Ontario owns and operates Northview Senior's Residence located at 19 Aikman Avenue, Hamilton ("**19 Aikman**"). Northview Senior's Residence is a 57 bed retirement home which also provides short stay accommodations when space permits. It provides services for seniors who are independent or need only minor assistance.

17. 105 Ontario is also the registered owner of 19 Aikman. Attached hereto as **Exhibit "F"** is a true copy of the parcel register for 19 Aikman.

*Other retirement homes operated by the Martino family*

18. In addition to the three retirement homes operated by the Debtors, the Martino family

control an additional nine retirement homes. The additional retirement homes are operated by the following companies: 1140402 Ontario Inc., Rosslyn Retirement Inc., 2428577 Ontario Inc., 1583187 Ontario Inc., 1140402 Ontario Inc., 1612711 Ontario Inc., 1612712 Ontario Inc., 1612714 Ontario Inc., and 1242318 Ontario Inc.

### **The financing provided by BCU**

19. BCU provided financing totalling \$10,653,750 to the Debtors.
20. The financing provided by BCU to each of the Debtors is secured by mortgages against properties owned by each of the Debtors, general security agreements, and various other agreements, as set out below.

#### *Financing provided to Dundas Retirement*

21. On or about July 27, 2018, BCU provided financing in the amount of \$5,538,750 to Dundas Retirement.
22. As security for the said advance BCU and Dundas Retirement entered into the following loan and security agreements (together the "**Dundas Retirement Loan and Security Documents**"):
  - (a) A promissory note dated July 27, 2018, pursuant to which Dundas Retirement acknowledged itself indebted to and promised to pay to BCU the principal amount of \$5,538,750 (the "**Dundas Retirement Note**"), a true copy of which is attached hereto as **Exhibit "G"**;
  - (b) A Charge/Mortgage registered as VM282254 in the Wentworth Land Registry Office (No. 62) against title to 33 Main on July 27, 2018 (the "**Dundas Retirement Mortgage**"), a true copy of which is attached hereto as **Exhibit "H?"**;
  - (c) A General Assignment of Leases and Rents executed by Dundas Retirement on

July 26, 2018 in favour of BCU and registered as VM282255 against title to 33 Main on July 27, 2018, a true copy of which is attached hereto as **Exhibit "I"**;

(d) A Security Agreement executed by Dundas Retirement in favour of BCU dated July 2018, a true copy of which is attached hereto as **Exhibit "J"**; and

(e) An Assignment of Material Contracts and Other Rights executed by Dundas Retirement in favour of BCU dated July 2018, a true copy of which is attached hereto as **Exhibit "K"**.

23. The Dundas Retirement Note requires Dundas Retirement to make monthly payments in the amount of \$31,244.00 on the 10<sup>th</sup> day of each and every month commencing on August 10, 2018.

24. Pursuant to the terms of the Dundas Retirement Loan and Security Documents:

(a) Dundas Retirement granted to BCU a security interest in all of its real and personal property and assets, including after acquired property;

(b) each of the Dundas Retirement Loan and Security Documents secures all obligations, debts and liabilities of Dundas Retirement to BCU;

(c) it was an event of default, among others:

i. if BCU makes a written demand for payment and payment in full is not received by BCU; and

ii. if Dundas Retirement fails to make any of the payments due pursuant to the Dundas Retirement Note;

(d) Dundas Retirement agreed that, without the prior written consent of BCU, it shall not create any charge or encumbrance over 33 Main; and

(e) upon the occurrence of an event of default, BCU is entitled to appoint a receiver.

25. BCU registered notice of its security interest in the property of Dundas Retirement pursuant to the *Personal Property Security Act* (Ontario) (the "**PPSA**") as Registration No.

20180725 1725 6083 4513 in File No. 741995415 against the collateral descriptions "Inventory", "Equipment", "Accounts", "Other" and "Motor Vehicle". Attached hereto as **Exhibit "L"** is a true copy of a PPSA search with respect to Dundas Retirement.

*Financing provided to Maple Retirement*

26. On or about May 31, 2018, BCU provided financing in the amount of \$1,500,000 to Maple Retirement.

27. As security for the said advance BCU and Maple Retirement entered into the following loan and security agreements (together the "**Maple Retirement Loan and Security Documents**"):

- (a) A promissory note dated May 31, 2018, pursuant to which Maple Retirement acknowledged itself indebted to and promised to pay to BCU the principal amount of \$1,500,000 (the "**Maple Retirement Note**"), a true copy of which is attached hereto as **Exhibit "M"**;
- (b) A Charge/Mortgage registered as WE1287510 in the Wentworth Land Registry Office (No. 62) against title to 1605 Main on May 31, 2018, a true copy of which is attached hereto as **Exhibit "N"**;
- (c) A General Assignment of Leases and Rents executed by Maple Retirement on May 31, 2018 in favour of BCU and registered as WE1287511 against title to 1605 Main on May 31, 2018, a true copy of which is attached hereto as **Exhibit "O"**;
- (d) A Security Agreement executed on May 31, 2018 by Maple Retirement in favour of BCU, a true copy of which is attached hereto as **Exhibit "P"**; and
- (e) An Assignment of Material Contracts and Other Rights executed on May 31, 2018 by Maple Retirement in favour of BCU, a true copy of which is attached hereto as **Exhibit "Q"**.

28. The Maple Retirement Note required Maple Retirement to make monthly payments in the amount of \$8,725.00 on the last day of each and every month commencing on June 30, 2018.

29. Pursuant to the terms of the Maple Retirement Loan and Security Documents:

(a) Maple Retirement granted to BCU a security interest in all of its real and personal property and assets, including after acquired property;

(b) each of the Maple Retirement Loan and Security Documents secures all obligations, debts and liabilities of Maple Retirement to BCU;

(c) it was an event of default, among others:

i. if BCU makes a written demand for payment and payment in full is not received by BCU; and

ii. if Maple Retirement fails to make any of the payments due pursuant to the Maple Retirement Note; and

(d) upon the occurrence of an event of default, BCU is entitled to appoint a receiver.

30. BCU registered notice of its security interest in the property of Maple Retirement pursuant to the PPSA as Registration No. 20180525 1616 6083 2823 in File No. 739764135 against the collateral descriptions "Inventory", "Equipment", "Accounts", "Other" and "Motor Vehicle". Attached hereto as **Exhibit "R"** is a true copy of the PPSA search with respect to Maple Retirement.

#### *Financing provided to 105 Ontario*

31. On or about July 27, 2018, BCU provided financing in the amount of \$3,615,000 to 105 Ontario.

32. As security for the said advance BCU and 105 Ontario entered into the following loan and security agreements (together the "**105 Ontario Loan and Security Documents**");

(a) A promissory note dated July 27, 2018, pursuant to which 105 Ontario

acknowledged itself indebted to and promised to pay to BCU the principal amount of \$3,615,000 (the "**105 Ontario Note**"), a true copy of which is attached hereto as **Exhibit "S"**;

- (b) A Charge/Mortgage registered as WE1298847 in the Wentworth Land Registry Office (No. 62) against title to 19 Aikman on July 27, 2018 (the "**105 Ontario Mortgage**"), a true copy of which is attached as **Exhibit "T"**;
- (c) A General Assignment of Leases and Rents executed by 105 Ontario on July 26, 2018 in favour of BCU and registered as WE1298848 against title to 19 Aikman on July 27, 2018, a true copy of which is attached as **Exhibit "U"**;
- (d) A Security Agreement executed by 105 Ontario in favour of BCU dated July 2018, a true copy of which is attached as **Exhibit "V"**; and
- (e) An Assignment of Material Contracts and Other Rights executed by 105 Ontario in favour of BCU dated July 2018, a true copy of which is attached as **Exhibit "W"**.

33. The 105 Ontario Note required 105 Ontario to make monthly payments in the amount of \$23,154.00 on the 10th day of each and every month commencing on August 10, 2018.

34. Pursuant to the terms of the 105 Ontario Loan and Security Documents:

- (a) 105 Ontario granted to BCU a security interest in all of its real and personal property and assets, including after acquired property;
- (b) each of the 105 Ontario Loan and Security Documents secures all obligations, debts and liabilities of 105 Ontario to BCU;
- (c) it was an event of default, among others:
  - i. if BCU makes a written demand for payment and payment in full is not received by BCU; and
  - ii. if 105 Ontario fails to make any of the payments due pursuant to the 105 Ontario Note;

(d) 105 Ontario agreed that, without the prior written consent of BCU, it shall not create any charge or encumbrance over 19 Aikman; and

(e) upon the occurrence of an event of default, BCU is entitled to appoint a receiver.

35. BCU registered notice of its security interest in the property of 105 Ontario pursuant to the PPSA as Registration No. 20180724 1827 6083 4476 in File No. 741944979 against the collateral descriptions "Inventory", "Equipment", "Accounts", "Other" and "Motor Vehicle". Attached hereto as **Exhibit "X"** is a true copy of the PPSA search with respect to 105 Ontario.

### **The Debtors' defaults**

36. Each of the Debtors defaulted on its obligations to BCU and the defaults continue.

#### *Dundas Retirement's defaults*

37. On November 18, 2019, Dundas Retirement defaulted in its obligations pursuant to the Dundas Retirement Loan and Security Documents in that it permitted a second mortgage in the amount of \$1,300,000 in favour of Dapinderjeet Gill, Darshan Gill, Amneet Gill, Jasper Properties Inc. and Manjinder Jagdev to be registered as VM282338 against title to 33 Main without the prior consent of BCU.

38. Dundas Retirement committed subsequent acts of default in failing to make the monthly payments due pursuant to the Dundas Retirement Loan and Security Documents.

39. Dundas Retirement last made a loan payment to BCU on May 10, 2020. The following month Dundas Retirement failed to make the June 10, 2020 payment and has not made any further payments.

40. Dundas Retirement is in default of its obligations under the Dundas Retirement Loan and Security Documents, which default is continuing.

*Maple Retirement's defaults*

41. Maple Retirement committed acts of default in failing to make the monthly payments due pursuant to the Maple Retirement Loan and Security Documents.
42. Maple Retirement last made a loan payment to BCU on June 10, 2020. Maple Retirement failed to make the July 10, 2020 payment and has not made any further payments.
43. Maple Retirement is in default of its obligations under the Maple Retirement Loan and Security Documents, which default is continuing.

*105 Ontario's defaults*

44. On November 18, 2019, 105 Ontario defaulted in its obligations pursuant to the 105 Ontario Loan and Security Documents in that it permitted a second mortgage in the amount of \$1,300,000 in favour of Dapinderjeet Gill, Darshan Gill, Amneet Gill, Jasper Properties Inc. and Manjinder Jagdev to be registered as WE1394948 against title to 19 Aikman without the prior consent of BCU.
45. 105 Ontario committed subsequent acts of default in failing to make the monthly payments due pursuant to the 105 Ontario Loan and Security Documents.
46. 105 Ontario last made a loan payment to BCU on May 10, 2020. The following month 105 Ontario failed to make the June 10, 2020 payment and has not made any further payments.
47. 105 Ontario is in default of its obligations under the 105 Ontario Loan and Security Documents, which default is continuing.
48. As at September 3, 2020, each of the Debtors owed the following amounts to BCU:
- (a) Dundas Retirement owed \$5,303,933.75;
  - (b) Maple Retirement owed \$1,428,653.88; and
  - (c) 105 Ontario owed \$3,398,396.01.

### **Demands and Notices of Intention to Enforce Security**

49. On September 8, 2020, BCU served each of the Debtors with demands for payment and Notices of Intention to Enforce Security (“NITES”) pursuant to the *Bankruptcy and Insolvency Act*. Attached hereto as **Exhibit “Y”** are true copies of the demands and NITES.

50. I understand from BCU’s counsel that the statutory notice period associated with the NITES expired a number of weeks ago. Despite the demands and the NITES, the Debtors have not issued any payment in response to the NITES.

### **Concerns about the Debtors’ financial position**

51. At some time not known to BCU, the Debtors retained Chris Mazur of BDO Canada to provide restructuring advice.

52. Over the course of June, July and August, 2020, I had several conference calls with Mr. Mazur and other representatives of BDO Canada and their lawyers at McMillan LLP regarding the Debtors’ financial position. During these discussions Mr. Mazur advised that the Debtors were reporting their priority payables (such as source deductions and property taxes) on their financial statements but were not remitting these amounts. Mr. Mazur also advised that the principals of the Debtors were pooling funds among all of the retirement homes that they controlled, including those retirement homes owned by the Debtors, and allocating such funds in a manner as they determined to be appropriate between all of the retirement homes.

53. Further, on September 9, 2020, Jeff Levine, one of the lawyers for the Debtors, provided Wojtek Jaskiewicz, BCU’s lawyer in this matter, with operating statements for each of the three Debtors. Attached hereto as **Exhibit “Z”** are the operating statements.

54. Each of the said operating statements shows payments being accrued of the loans owing to BCU as well as the amounts owing to the second mortgagees whose mortgages were registered in breach of the Loan and Security Documents.

55. The said operating statements suggest that both Dundas Retirement (which owns and operates Dundas Retirement Place) and 105 Ontario (which owns and operates Northview Senior's Residence) show only a small deficit if payments were actually made by them to BCU. If the payments due on the second mortgage are excluded, Dundas Retirement operates at an even smaller deficit and 105 Ontario operates at a surplus.

56. Maple Retirement (which owns and operates Montgomery Lodge) shows a surplus of operating funds.

57. Since the loan payments are not being made to BCU, all three Debtors should have a significant surplus of cash on hand.

58. The operating statements seem to indicate that the Debtors should be able to make all or the majority of the loan payments due to BCU. Despite this, the payments are not being made. BCU has no information with respect to what the Debtors are doing with the surplus that should be available if the loan, second mortgages, and priority payables are not being paid.

59. On September 14, 2020, I sent an email to Mr. Mazur requesting numerous documents which would have given BCU some degree of comfort about the financial situation of the Debtors. Attached hereto as **Exhibit "AA"** is a true copy of my email dated September 14, 2020.

60. On or about September 22, 2020, the Debtors delivered a package of documents in response to my email of September 14, 2020. A review of the package of documents only increased BCU's concerns.

61. The package did not include the following documents:

- (a) business plans (pre and post COVID);
- (b) all insurance policies (e.g. life, liability, property, D&O, receivable, etc.) including confirmation that payments are up-to-date;
- (c) details on the status of any ongoing, pending or possible litigation, commenced by or against any of the Debtors;

- (d) details of steps taken by the Debtors in response to the impact of the COVID-19 pandemic;
- (e) details of all other overhead expenses per month;
- (f) details of any other material contracts or agreements (e.g. license agreement; supply agreement, etc.);
- (g) details of any past or outstanding compliance violations (e.g. public health, occupational health and safety, building, etc.);
- (h) current equipment/capital asset listing appraisal reports;
- (i) details of any investments;
- (j) details of any deposits paid (e.g. utility deposits) or prepaid balances;
- (k) current aged accounts payable list;
- (l) details of any resident deposits received, prepayments or funds held in trust;
- (m) current accrued liabilities listing;
- (n) details of any other loans or amounts payable; and
- (o) details from CRA (My Business Account) on the status of source deductions, HST and corporate tax accounts, filings and remittances.

62. BCU retained Sheldon Title of MNP Ltd. to review the documents provided by the Debtors. Because of the large number of missing documents, Mr. Title could not arrive at any conclusions however, based on his review he advises that it appears that:

- (a) Maple Retirement and 105 Ontario are being used to prop up Dundas Retirement with intercompany transfers;
- (b) Dundas Retirement has made a number of payments each in the amount of \$10,200 to Aldo Martino and in the amount of \$25,130.70 to Neurella Jenkins; and

(c) the Debtors made a series of payments totalling approximately \$55,500 to Total Life Change Healthcare.

63. The Debtors did not provide any information on priority claims such as source deductions or property taxes so BCU has been unable to investigate Mr. Mazur's comment that these amounts were not being paid.

64. Based on the documents that the Debtors did provide, BCU has serious concerns about its security and the financial situation of the Debtors. This is compounded by the Debtors failure to provide documents which could have addressed many of these concerns.

#### **Additional Concerns about the solvency of the Martino group of retirement homes**

65. As detailed above, the Martino family controls the group of retirement homes.

66. One of the retirement homes, Emerald Lodge, is operated by 1140402 Ontario Inc. ("**114 Ontario**").

67. On September 23, 2020, Alterna Savings and Credit Union Limited ("**Alterna**"), 114 Ontario's secured lender, brought an application to appoint a receiver of all of the assets, undertakings and properties of 114 Ontario. Attached hereto as **Exhibit "BB"** is a true copy of Alterna's notice of application dated September 23, 2020.

68. On September 25, 2020, pursuant to the order of the Honourable Justice Hailey Grant Thornton Limited was appointed as the receiver of all of the assets, undertakings and Properties of 114 Ontario. Attached hereto as **Exhibit "CC"** is a true copy of the Order of Justice Hailey dated September 25, 2020.

#### **Appointment of a Receiver**

69. The Martino family has been making efforts to sell their entire portfolio of retirement homes, including the three retirement homes owned and operated by the Debtors. Such efforts

had concluded in the signing of a purchase agreement in July 2020, however, on August 13, 2020, Mr. Mazur advised that the purchase agreement had been terminated.

70. On September 11, 2020, I took part in a telephone conference call with the Martino family's lawyer, Robert Brown of Robert S. Brown Professional Corporation, and discovered that a transaction to sell the Martino family's entire portfolio, including the three retirement homes owned and operated by the Debtors, was in the process of being negotiated. The status of this possible transaction is unknown to me at this time.

71. I do not believe that it is in the best interest of BCU to wait indefinitely for the Martino family to achieve a sale of their entire portfolio of retirement homes given the defaults of the Debtors and BCU's serious concerns about the use of the revenues generated by each of the Debtors. BCU is, however, prepared to allow the Martino family the opportunity to finalize the current sale transaction provided that BCU's position as a secured creditor in default is protected.

72. As such, BCU asks for the appointment of a Receiver which will monitor and operate the Debtors' bank accounts and conduct an operational audit of the retirement home businesses, while allowing the Debtors to remain in control of their remaining assets and continue to operate their respective businesses. This would give the Martino family the opportunity to sell all of their retirement home holdings together.

73. I believe that the requested appointment will give the Martino family maximum flexibility to attempt a sale while at the same time protecting the secured assets and giving BCU the information it requires to decide how best to enforce on its security in the event that the transaction does not close.



**Buduchnist Credit Union Limited**  
Applicant

**Dundas Retirement Place Inc. et al**

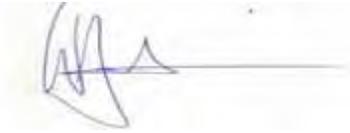
Respondents

	Court File No.
<p><b>ONTARIO</b> <b>SUPERIOR COURT OF JUSTICE</b>  <b>PROCEEDING COMMENCED AT TORONTO</b></p>	
<p><b>AFFIDAVIT OF TOM WILSON</b></p>	
<p><b>KEYSER MASON BALL LLP</b> Barristers &amp; Solicitors 3 Robert Speck Parkway Suite 900 Mississauga, Ontario L4Z 2G5</p> <p><b>Wojtek Jaskiewicz (49809L)</b> Telephone No.: (905) 276-9111 Fax No.: (905) 276-2298</p> <p>Lawyers for the Applicant</p>	

**EXHIBIT "B"**

TO THE AFFIDAVIT OF LAURA MITCHELL

SWORN DECEMBER 10<sup>th</sup> 2020.

A handwritten signature in blue ink, consisting of several loops and a long horizontal stroke extending to the right.

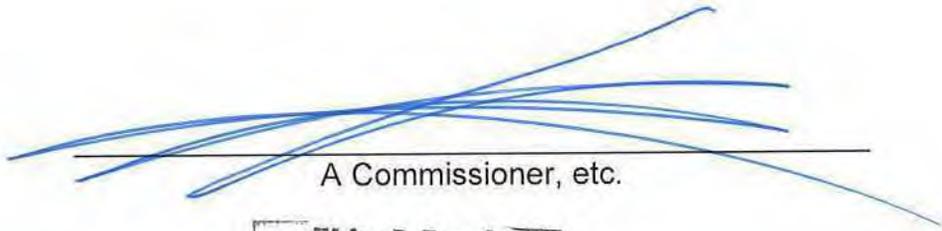
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A Commissioner, etc.

EXHIBIT "D"

TO THE AFFIDAVIT OF TOM WILSON

SWORN OCTOBER 26, 2020.



A Commissioner, etc.

Walter P. Burych  
BURYCH LAWYERS  
204-89 Queensway West  
Mississauga, Ontario  
LSB 2V2



ABSTRACT INDEX (ABBREVIATED) FOR PROPERTY IDENTIFIER

LAND  
REGISTRY  
OFFICE #62

17475-0003 (R)

PAGE 1 OF 9  
PREPARED FOR Ipichini01  
ON 2020/09/03 AT 12:15:36

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

PROPERTY REMARKS:

ESTATE/QUALIFIER:

RECENTLY:  
FIRST CONVERSION FROM BOOK

PIN CREATION DATE:  
1997/01/27

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CEKD
**EFFECTIVE 2000/07/28 THE NOTATION OF THE "BLOCK IMPLEMENTATION DATE" OF 1997/01/27 ON THIS PIN**						
**WAS REPLACED WITH THE "PIN CREATION DATE" OF 1997/01/27**						
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 1997/01/24 **						
DATE OF EARLIEST REGISTRATION LOADED: 1957/04/17						
HL6884	1957/04/17	TRANSFER	\$1		CATTEL, WALLACE C. CATTEL, LORNA I.	C
HL67785	1958/10/31	TRANSFER	\$1		STRECKER, FRANK	C
HL106758	1959/10/27	BYLAW				E
HL109987	1959/11/23	BYLAW				C
HL109988	1959/11/23	BYLAW				C
HL211498	1962/09/14	TRANSFER	\$1		RITTINGER, ARTHUR E. RITTINGER, ANNE	C
AB56532	1967/06/29	TRANSFER	\$1		CATTEL, WALLACE D. CATTEL, LORNA I.	E
AB87245	1968/04/10	AGREEMENT				E
AB300015	1973/07/04	TRANSFER	\$1		JERDUN INVESTMENTS LIMITED JEREMIAS, MARTIN T.	E
AB355999	1974/11/05	TRANSFER	\$1		JERMAR HOLDINGS INC.	C
62R3008	1976/06/02	PLAN REFERENCE				C
CD14521	1976/06/14	CERT R SUC DU ACT				E

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



LAND  
REGISTRY  
OFFICE #62

ABSTRACT INDEX (ABBREVIATED) FOR PROPERTY IDENTIFIER

17479-0003 (R)

PAGE 2 OF 9  
PREPARED FOR Ipichini01  
ON 2020/09/03 AT 12:15:36

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
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62R6246	1982/05/13	PLAN REFERENCE				C
CD241749	1983/05/04	AGREEMENT	\$1		THE CORPORATION OF THE TOWN OF DUNDAS	C
		REMARKS: DEVELOPMENT				
CD243817	1983/05/05	NO APL 1ST REG				C
CD333651	1985/11/28	TRANSFER			BARASEVIC, MICHAEL BARASEVIC, HELEN	C
CD335652	1985/11/29	TRANSFER	\$58,800		BARASEVIC, MICHAEL BARASEVIC, HELEN	C
CD339630	1986/01/10	TRANSFER	\$160,000		BARASEVIC, MICHAEL BARASEVIC, HELEN	C
CD506914	1989/04/12	TRANSFER	\$921,280		ELM VILLA RETIREMENT HOMES INC.	C
VM98744	1991/10/01	AGREEMENT			THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH	C
VM115482	1992/03/31	CHARGE		*** COMPLETELY DELETED ***	BANK OF MONTREAL	
VM129573	1992/08/21	RELEASE				C
		REMARKS: VM98744				
VM150975	1993/04/16	CHARGE		*** COMPLETELY DELETED ***	BANK OF MONTREAL	
62R14692	1998/08/25	PLAN REFERENCE				C
VM243010	1998/09/02	TRANSFER	92,100,000	ELM VILLA RETIREMENT HOMES INC.	1156564 ONTARIO INC.	C
VM243011	1998/09/02	CHARGE		*** COMPLETELY DELETED *** 1156564 ONTARIO INC.	THE TORONTO-DOMINION BANK	
VM243012	1998/09/02	ASSIGNMENT GENERAL		*** COMPLETELY DELETED *** 1156564 ONTARIO INC.	THE TORONTO-DOMINION BANK	
		REMARKS: CHARGE VM243011				
VM243013	1998/09/02	CHARGE		*** COMPLETELY DELETED ***		

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.  
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LAND  
REGISTRY  
OFFICE #62

ABSTRACT INDEX (ABBREVIATED) FOR PROPERTY IDENTIFIER

17479-0003 (R)

PAGE 3 OF 9  
PREPARED FOR Ipichini01  
ON 2020/09/03 AT 12:15:36

REG. NDM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
VM203014	1998/09/08	CHARGE		1156564 ONTARIO INC. *** COMPLETELY DELETED *** 1156564 ONTARIO INC.	ELM VILLA RETIREMENT HOMES INC.  1298077 ONTARIO INC.	
VM243015	1998/09/02	ASSIGNMENT GENERAL		*** COMPLETELY DELETED *** 1156564 ONTARIO INC.	1298077 ONTARIO INC.	
		REMARKS: CHARGE VM243014				
VM243183	1998/09/28	DISCH OF CHARGE		*** COMPLETELY DELETED *** BANK OF MONTREAL		
		REMARKS: RE: VM150975				
VM243185	1998/09/28	DISCH OF CHARGE		*** COMPLETELY DELETED *** BANK OF MONTREAL		
		REMARKS: RE: VM115482				
VM243865	1998/12/11	QUIT CLAIM TRNSFR		JEREMIAS, MARTIN T. HARJER CORPORATION LIMITED	ELM VILLA RETIREMENT HOMES INC.	C
VM243866	1998/12/11	DEPOSIT		CATTEL, WALLACE CULVER - ESTATE		C
VM243868	1998/12/11	QUIT CLAIM TRNSFR		CATTEL, WALLACE CULVER - ESTATE	ELM VILLA RETIREMENT HOMES INC.	C
VM247538	2000/03/07	TRANSFER OF CHARGE		*** COMPLETELY DELETED *** ELM VILLA RETIREMENT HOMES INC.	1374248 ONTARIO LIMITED	
		REMARKS: VM243013				
VM250061	2000/12/29	DISCH OF CHARGE		*** COMPLETELY DELETED *** 1298077 ONTARIO INC.		
		REMARKS: RE: VM243014				
VM250062	2000/12/29	CHARGE		*** COMPLETELY DELETED *** 1156564 ONTARIO INC.	THE TORONTO-DOMINION BANK	
VM250063	2000/12/29	ASSIGNMENT GENERAL		*** COMPLETELY DELETED *** 1156564 ONTARIO INC.	THE TORONTO-DOMINION BANK	
		REMARKS: RE: RENTS VM250062				
VM250070	2000/12/29	DISCH OF CHARGE		*** COMPLETELY DELETED *** 1374248 ONTARIO LIMITED		
		REMARKS: RE: VM243013				

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ABSTRACT INDEX (ABBREVIATED) FOR PROPERTY IDENTIFIER

17475-0003 (R)

PAGE 4 OF 8  
PREPARED FOR Ipichini01  
ON 2020/09/03 AT 12:15:36

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
VM250195	2001/01/19	CHARGE		*** COMPLETELY DELETED *** 1156564 ONTARIO INC.	1298077 ONTARIO INC.	
VM250196	2001/01/19	NOTICE		*** COMPLETELY DELETED *** 1156564 ONTARIO INC.	1298077 ONTARIO INC.	
				REMARKS: VM250195 - RENTS DELETED BY VM253153 ON MAR 21 2006 BY C. JOHNSON ADLR		
VM250856	2001/05/07	DISCH OF CHARGE		*** COMPLETELY DELETED *** THE TORONTO-DOMINION BANK		
				REMARKS: RE: VM243011		
VM253153	2002/02/28	DISCH OF CHARGE		*** COMPLETELY DELETED *** 1298077 ONTARIO INC.		
				REMARKS: RE: VM250195		
VM253154	2002/02/28	CHARGE		*** COMPLETELY DELETED *** 1156564 ONTARIO INC.	CREDIT UNION CENTRAL OF ONTARIO LIMITED	
VM253155	2002/02/28	ASSIGNMENT GENERAL		*** COMPLETELY DELETED *** 1156564 ONTARIO INC.	CREDIT UNION CENTRAL OF ONTARIO LIMITED	
				REMARKS: RENTS VM253154		
VM253212	2002/03/07	CHARGE		*** COMPLETELY DELETED *** 1156564 ONTARIO INC. HOMES INC.	CHAN, MARGARET	
VM253213	2002/03/07	ASSIGNMENT GENERAL		*** COMPLETELY DELETED *** 1156564 ONTARIO INC.	CHAN, MARGARET	
				REMARKS: VM253212		
VM257037	2003/05/30	CHARGE		*** COMPLETELY DELETED *** 1156569 ONTARIO INC.	THE BLAIR FAMILY TRUST BLAIR, KATHERINE BROWN, ROBERT TEAL, JEFFREY	
				CORRECTIONS: 'CHARGE' CHANGED FROM 'BLAIR, KATHERINE TRUSTEE' TO 'BLAIR, KATHERINE' ON 2006/03/29 BY JENNY LALONDE. 'ROBERT TRUSTEE' TO 'BROWN, ROBERT' ON 2006/03/29 BY JENNY LALONDE. 'CHARGE' CHANGED FROM 'TEAL, JEFFREY TRUSTEE' TO 'TEAL, JEFFREY' ON 2006/03/29 BY JENNY LALONDE.		
VM257432	2003/07/08	TRANSFER OF CHARGE		*** COMPLETELY DELETED *** THE TORONTO-DOMINION BANK	THE NATIONAL LIFE ASSURANCE COMPANY OF CANADA	
				REMARKS: VM250062		

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ABSTRACT INDEX (ABBREVIATED) FOR PROPERTY IDENTIFIERS

17475-0003 (R)

PAGE 5 OF 9  
PREPARED FOR Ipichini01  
ON 2020/09/03 AT 12:15:36

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHRD
VM257433	2003/07/08	ASSIGNMENT GENERAL		*** COMPLETELY DELETED *** THE TORONTO-DOMINION BANK	THE NATIONAL LIFE ASSURANCE COMPANY OF CANADA	
				REMARKS: ASSIGNMENT OF ASSIGNMENT OF RENTS: VM250063		
VM258492	2003/10/23	CHARGE		*** COMPLETELY DELETED *** 1156564 ONTARIO INC.	CONSTANCIA, JOHN	
VM259666	2004/02/11	LIEN		*** COMPLETELY DELETED *** HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF FINANCE		
				REMARKS: CORPORATION TAX ACT		
VM260557	2004/05/05	DISCH OF CHARGE		*** COMPLETELY DELETED *** CONSTANCIA, JOHN		
				REMARKS: RE: VM258492		
VM263711	2005/02/17	DISCHARGE OF LIEN		*** COMPLETELY DELETED ***	HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF FINANCE	
				REMARKS: RE: VM259666		
VM266630	2005/11/08	DISCH OF CHARGE		*** COMPLETELY DELETED *** CREDIT UNION CENTRAL OF ONTARIO LIMITED		
				REMARKS: RE: VM253154		
VM268056	2006/03/21	ARTICLES OF AMALG		1156564 ONTARIO INC. 1295077 ONTARIO INC. 1639133 ONTARIO INC.		C
VM268070	2006/03/23	DISCH OF CHARGE		*** COMPLETELY DELETED *** CHAN, MARGARET		
				REMARKS: RE: VM253212		
VM268127	2006/03/28	DISCH OF CHARGE		*** COMPLETELY DELETED *** THE BLAIR FAMILY TRUST BLAIR, KATHERINE BROWN, ROBERT TEAL, JEFFREY		
				REMARKS: RE: VM257037		
VM268128	2006/03/28	CHARGE		*** COMPLETELY DELETED *** 1639133 ONTARIO INC.	THE CANADA TRUST COMPANY	

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## ABSTRACT INDEX (ABBREVIATED) FOR PROPERTY IDENTIFIER

LAND  
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17479-0003 (R)

PAGE 6 OF 9  
PREPARED FOR Ipichini01  
ON 2020/09/03 AT 12:15:36

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

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ABSTRACT INDEX (ABBREVIATED) FOR PROPERTY IDENTIFIER

17479-0003 (R)

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PREPARED FOR Ipichini01  
ON 2020/09/03 AT 12:15:26

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHRD
				DUNBAR, MARK		
VM281881	2014/01/29	AMALGAMATION CORP		1639133 ONTARIO INC. 1694560 ONTARIO INC.	1906267 ONTARIO INC.	C
VM281885	2014/02/18	DISCH OF CHARGE		*** COMPLETELY DELETED *** 1862302 ONTARIO LIMITED		
				REMARKS: VM281705. VM281707		
VM281961	2015/01/09	CHARGE		*** COMPLETELY DELETED *** DUNDAS RETIREMENT PLACE INC.	EPIREON CAPITAL LIMITED	
VM281962	2015/01/09	ASSIGNMENT GENERAL		*** COMPLETELY DELETED *** EPIREON CAPITAL LIMITED	DUNDAS RETIREMENT PLACE INC.	
				REMARKS: VM281961		
VM281963	2015/01/09	NO SEC INTEREST		*** COMPLETELY DELETED *** EPIREON CAPITAL LIMITED	DUNDAS RETIREMENT PLACE INC.	
				REMARKS: VM281961		
VM281965	2015/01/23	POSTPONEMENT		*** COMPLETELY DELETED *** RIVERSVIEW PHARMACY INC.	EPIREON CAPITAL LIMITED	
				REMARKS: SEE DCC		
VM281999	2015/06/12	DISCH OF CHARGE		*** COMPLETELY DELETED *** COMPUTERSHARE TRUST COMPANY OF CANADA		
				REMARKS: VM268128, VM268129, VM269757 & VM269758		
VM282000	2015/06/12	CHARGE	\$3,950,000	DUNDAS RETIREMENT PLACE INC.	COMMUNICATION TECHNOLOGIES CREDIT UNION LIMITED	C
VM282001	2015/06/12	ASSIGNMENT GENERAL		DUNDAS RETIREMENT PLACE INC.	COMMUNICATION TECHNOLOGIES CREDIT UNION LIMITED	C
				REMARKS: RENTS - VM282000		
VM282002	2015/06/12	POSTPONEMENT	52	RIVERSVIEW PHARMACY INC.	COMMUNICATION TECHNOLOGIES CREDIT UNION LIMITED	C
				REMARKS: VM281972 TO VM282000, VM282001		
VM282003	2015/06/12	DISCH OF CHARGE		*** COMPLETELY DELETED *** EPIREON CAPITAL LIMITED		
				REMARKS: VM279469.		
VM282004	2015/06/12	DISCH OF CHARGE		*** COMPLETELY DELETED *** EPIREON CAPITAL LIMITED		

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ABSTRACT INDEX, (ABBREVIATED) FOR PROPERTY IDENTIFIER

17979-0003 (R)

PAGE 8 OF 9  
PREPARED FOR Ipicini01  
ON 2020/09/03 AT 12:15:36

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
REMARKS: VM281961:						
VM282005	2015/06/22	DISCHARGE		*** COMPLETELY DELETED *** EPIREON CAPITAL LIMITED		
REMARKS: VM279471:						
VM282006	2015/06/22	DISCHARGE		*** COMPLETELY DELETED *** EPIREON CAPITAL LIMITED		
REMARKS: VM281563:						
VM282042	2015/12/03	CHARGE		*** COMPLETELY DELETED *** DUNDAS RETIREMENT PLACE INC.	SURE MORTGAGE CAPITAL INC.	
VM282043	2015/12/03	NOTICE		*** COMPLETELY DELETED *** DUNDAS RETIREMENT PLACE INC.	SURE MORTGAGE CAPITAL INC.	
REMARKS: RENTS RE: VM282042						
VM282045	2015/12/08	POSTPONEMENT		*** COMPLETELY DELETED *** RIVERVIEW PHARMACY INC.	SURE MORTGAGE CAPITAL INC.	
REMARKS: VM281792 TO VM282042						
VM282069	2016/06/30	CHARGE		*** COMPLETELY DELETED *** DUNDAS RETIREMENT PLACE INC.	COMPUTERSHARE TRUST COMPANY OF CANADA	
VM282070	2016/06/30	ASSIGNMENT GENERAL		*** COMPLETELY DELETED *** DUNDAS RETIREMENT PLACE INC.	COMPUTERSHARE TRUST COMPANY OF CANADA	
REMARKS: RENTS RE: VM282069						
VM282071	2016/06/30	POSTPONEMENT		*** COMPLETELY DELETED *** RIVERVIEW PHARMACY INC.	COMPUTERSHARE TRUST COMPANY OF CANADA	
REMARKS: VM281792 TO VM282069, VM282070						
VM282078	2016/07/13	DISCH OF CHARGE		*** COMPLETELY DELETED *** SURE MORTGAGE CAPITAL INC.		
REMARKS: VM282042, VM282043						
VM282128	2016/12/08	DISCH OF CHARGE		*** COMPLETELY DELETED *** COMPUTERSHARE TRUST COMPANY OF CANADA		
REMARKS: VM282069, PT 1 ON 52R14692						
VM282129	2016/12/08	CHARGE		*** COMPLETELY DELETED *** DUNDAS RETIREMENT PLACE INC.	SURE MORTGAGE CAPITAL INC.	

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ABSTRACT INDEX (ABBREVIATED) FOR PROPERTY IDENTIFIER

17479-0003 (R)

PAGE 9 OF 9  
PREPARED FOR Ipichini01  
ON 2020/09/03 AT 12:18:36

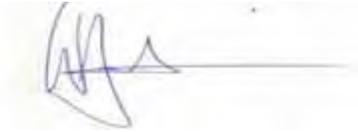
REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
VM282130	2016/12/08	ASSIGNMENT GENERAL REMARKS: VM282129		DUNDAS RETIREMENT PLACE INC.	SURE MORTGAGE CAPITAL INC.	C
VM282131	2016/12/08	POSTPONEMENT REMARKS: VM281792 TO VM282129	\$2	RIVERVIEW PHARMACY INC.	SURE MORTGAGE CAPITAL INC.	C
VM282254	2018/07/27	CHARGE	\$7,385,000	DUNDAS RETIREMENT PLACE INC.	BUDUKNIST CREDIT UNION LIMITED	C
VM282255	2018/07/27	ASSIGNMENT GENERAL		DUNDAS RETIREMENT PLACE INC.	BUDUKNIST CREDIT UNION LIMITED	C
VM282256	2018/07/27	POSTPONEMENT REMARKS: VM281792, 282254, 282255		RIVERVIEW PHARMACY INC.	BUDUKNIST CREDIT UNION LIMITED	C
VM282257	2018/07/27	DISCH OF CHARGE REMARKS: VM282129. PART 1 ON 52R14692		*** COMPLETELY DELETED *** SURE MORTGAGE CAPITAL INC.		
VM282338	2019/11/18	CHARGE	\$1,300,000	DUNDAS RETIREMENT PLACE INC.	GILL, DAPINDERJEET GILL, DARSHAN GILL, AMNEET JASPER PROPERTIES INC. JAGDEV, MANJINDER	C
VM282376	2020/08/07	NOTICE REMARKS: OPTION TO PURCHASE	\$1	RIVERVIEW PHARMACY INC.	DUNDAS RETIREMENT PLACE INC.	C

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**EXHIBIT "C"**

TO THE AFFIDAVIT OF LAURA MITCHELL

SWORN DECEMBER 10<sup>th</sup> 2020.

A handwritten signature in blue ink, consisting of several loops and a long horizontal stroke extending to the right.

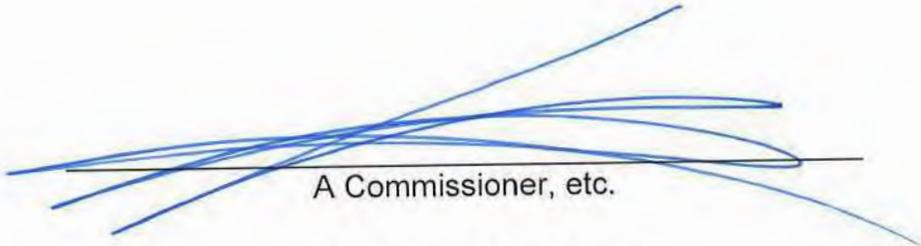
---

A Commissioner, etc.

EXHIBIT "E"

TO THE AFFIDAVIT OF TOM WILSON

SWORN OCTOBER 26, 2020.



A Commissioner, etc.

Walter P. Burych  
BURYCH LAWYERS  
204-89 Queensway West  
Mississauga, Ontario  
LSB 2V2



PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

LAND  
REGISTRY  
OFFICE #62  
\* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT \* SUBJECT TO RESERVATIONS IN CROWN GRANT \*

17268-0152 (LT)

PAGE 1 OF 4  
PREPARED FOR Ipichini01  
ON 2020/09/03 AT 11:57:51

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

PROPERTY REMARKS:

ESTATE/QUALIFIER:  
FEE SIMPLE  
LT CONVERSION QUALIFIED

RECENTLY:  
FIRST CONVERSION FROM BOOK

PIN CREATION DATE:  
1996/03/25

OWNERS' NAMES  
MAPLE RETIREMENT HOMES INC.

CAPACITY SHARE  
OWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
<p>**EFFECTIVE 2000/07/29 THE NOTATION OF THE "BLOCK IMPLEMENTATION DATE" OF 1996/03/25 ON THIS PIN**</p> <p>**WAS REPLACED WITH THE "PIN CREATION DATE" OF 1996/03/25**</p> <p>** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 1996/03/22 **</p> <p>**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO</p> <p>** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES AND ESCREATS OR FORFEITURE TO THE CROWN.</p> <p>** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY CONVENTION.</p> <p>** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.</p> <p>**DATE OF CONVERSION TO LAND TITLES: 1996/03/25 **</p>						
CD119158	1979/03/06	LEASE		*** COMPLETELY DELETED ***		
CD192891	1981/07/29	ASSIGNMENT LEASE		*** COMPLETELY DELETED ***		
CD199859	1981/10/22	ASSIGNMENT LEASE		*** COMPLETELY DELETED ***		
CORRECTIONS: 'DATE OF REGN.' CHANGED FROM '1980/10/22' TO '1981/10/22' ON 2002/06/13 BY BELLE FIANELLI.						
VM111948	1991/02/21	CHARGE		*** COMPLETELY DELETED ***	KOZAR, JOSIP KOZAR, DANICA KOZAR, JOSIP KOZAR, RUZA	

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## PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
VM111946	1992/02/21	TRANSFER		*** COMPLETELY DELETED ***	UNICARE INC.	
VM203077	1995/01/17	TRANSFER EASEMENT			CITY OF HAMILTON	C
VM203078	1995/01/17	AGREEMENT REMARKS: VM111946			CITY OF HAMILTON	C
WE98464	2002/06/05	DISCH OF CHARGE		*** COMPLETELY DELETED *** KOZAR, JOSIP KOZAR, DANICA KOZAR, RUZA KOZAR, JOSIP		
		REMARKS: RE: VM111946				
WE101121	2002/06/20	APL (GENERAL) REMARKS: DELETE CDI19158, CDI192891, CDI199859	CD199859	UNICARE INC.		C
WE102420	2002/06/26	CHARGE		*** COMPLETELY DELETED *** UNICARE INC.	LOGICAL INVESTMENTS LTD.	
WE102427	2002/06/26	NO ASSGN RENT GEN REMARKS: WE102420		*** COMPLETELY DELETED *** UNICARE INC.	LOGICAL INVESTMENTS LTD.	
WE107551	2002/07/19	CHARGE		*** COMPLETELY DELETED *** UNICARE INC.	LOGICAL INVESTMENTS LTD.	
WE107554	2002/07/19	NO ASSGN RENT GEN REMARKS: WE107551		*** COMPLETELY DELETED *** UNICARE INC.	LOGICAL INVESTMENTS LTD.	
WE126364	2002/10/25	CHARGE		*** COMPLETELY DELETED *** UNICARE INC.	MILANKOV, BOSKO	
WE126365	2002/10/25	NO ASSGN RENT GEN REMARKS: WE126364		*** COMPLETELY DELETED *** UNICARE INC.	MILANKOV, BOSKO	
WE169927	2003/07/02	DISCH OF CHARGE REMARKS: RE: WE126364		*** COMPLETELY DELETED *** MILANKOV, BOSKO		

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## PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

LAND  
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17268-0152 (IT)

PAGE 3 OF 4  
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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
WE175432	2003/07/31	CHARGE		*** COMPLETELY DELETED *** UNICARE INC.	BUDUKNIST CREDIT UNION LIMITED	
WE175437	2003/07/31	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** BUDUKNIST CREDIT UNION LIMITED	UNICARE INC.	
WE176137	2003/08/01	DISCH OF CHARGE		*** COMPLETELY DELETED *** LOGICAL INVESTMENTS LTD.		
		REMARKS: RE: WE102420				
WE176138	2003/08/01	DISCH OF CHARGE		*** COMPLETELY DELETED *** LOGICAL INVESTMENTS LTD.		
		REMARKS: RE: WE107551				
WE181699	2003/08/29	CHARGE		*** COMPLETELY DELETED *** UNICARE INC.	LOGICAL INVESTMENTS LTD.	
WE161715	2003/08/29	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** UNICARE INC.	LOGICAL INVESTMENTS LTD.	
		REMARKS: RE: WE181699				
WE258015	2004/08/30	CHARGE		*** COMPLETELY DELETED *** UNICARE INC.	BUDUKNIST CREDIT UNION LIMITED	
WE258018	2004/08/30	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** BUDUKNIST CREDIT UNION LIMITED	UNICARE INC.	
WE258456	2004/08/31	DISCH OF CHARGE		*** COMPLETELY DELETED *** LOGICAL INVESTMENTS LTD.		
		REMARKS: RE: WE181699				
WE260579	2004/09/09	DISCH OF CHARGE		*** COMPLETELY DELETED *** BUDUKNIST CREDIT UNION LIMITED		
		REMARKS: RE: WE175432				
WE300875	2005/04/06	CHARGE		*** COMPLETELY DELETED *** UNICARE INC.	FIRST NATIONAL FINANCIAL CORPORATION	
WE443385	2007/01/10	DISCH OF CHARGE		*** COMPLETELY DELETED *** FIRST NATIONAL FINANCIAL CORPORATION		
		REMARKS: RE: WE300875				
WE443809	2007/02/07	CHARGE		*** COMPLETELY DELETED ***		

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## PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

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17268-0152 (LT)

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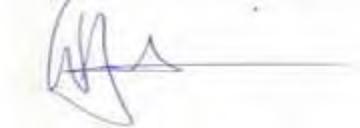
REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHRD
WE448615	2007/02/07	NO ASSGN RENT GEN		UNICARE INC. *** COMPLETELY DELETED *** UNICARE INC.	BUDUCHNIST CREDIT UNION LIMITED  BUDUCHNIST CREDIT UNION LIMITED	
		REMARKS: WE448609				
WE793645	2011/10/28	DISCH OF CHARGE		*** COMPLETELY DELETED *** BUDUCHNIST CREDIT UNION LIMITED		
		REMARKS: WE258015.				
WE793646	2011/10/28	DISCH OF CHARGE		*** COMPLETELY DELETED *** BUDUCHNIST CREDIT UNION LIMITED		
		REMARKS: WE448609.				
WE793847	2011/10/28	CHARGE		*** COMPLETELY DELETED *** UNICARE INC.	BUDUCHNIST CREDIT UNION LIMITED	
WE793851	2011/10/28	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** UNICARE INC.	BUDUCHNIST CREDIT UNION LIMITED	
		REMARKS: WE793847				
WE1287509	2018/05/31	TRANSFER	\$2,000,000	UNICARE INC.	MAPLE RETIREMENT HOMES INC.	C
		REMARKS: PLANNING ACT STATEMENTS.				
WE1287510	2018/05/31	CHARGE	\$2,900,000	MAPLE RETIREMENT HOMES INC.	BUDUCHNIST CREDIT UNION LIMITED	C
WE1287511	2018/05/31	NO ASSGN RENT GEN		MAPLE RETIREMENT HOMES INC.	BUDUCHNIST CREDIT UNION LIMITED	D
		REMARKS: WE1287510				
WE1287512	2018/05/31	CHARGE	\$750,000	MAPLE RETIREMENT HOMES INC.	LIFE CARE MEDICAL PHARMACY LTD.	B
WE1287513	2018/05/31	NO ASSGN RENT GEN		MAPLE RETIREMENT HOMES INC.	LIFE CARE MEDICAL PHARMACY LTD.	C
		REMARKS: WE1287512				
WE1297249	2018/07/19	DISCH OF CHARGE		*** COMPLETELY DELETED *** BUDUCHNIST CREDIT UNION LIMITED		
		REMARKS: WE793847.				
WE1301048	2018/06/07	NOTICE		HER MAJESTY THE QUEEN IN RIGHT OF CANADA		E
		REMARKS: AIRPORT ZONING REGULATIONS				

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**EXHIBIT "D"**

TO THE AFFIDAVIT OF LAURA MITCHELL

SWORN DECEMBER 10<sup>th</sup> 2020.

A handwritten signature in blue ink, consisting of several loops and a long horizontal stroke extending to the right.

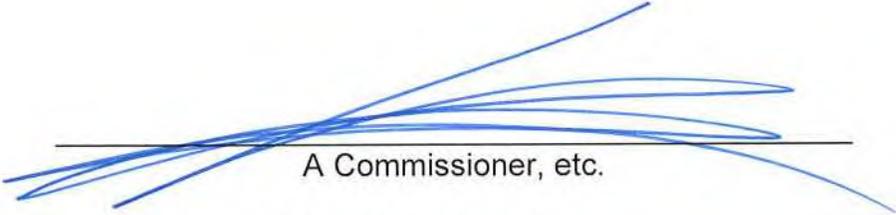
---

A Commissioner, etc.

EXHIBIT "F"

TO THE AFFIDAVIT OF TOM WILSON

SWORN OCTOBER 26, 2020.



A Commissioner, etc.

Walter P. Burych  
BURYCH LAWYERS  
204-89 Queensway West  
Mississauga, Ontario  
LSB 2V2



PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

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17201-0057 (LT)

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

PROPERTY REMARKS:  
ESTATE/QUALIFIER:  
FEE SIMPLE  
ABSOLUTE

RECENTLY:  
FIRST CONVERSION FROM BOOK

PIN CREATION DATE:  
1996/09/23

OWNERS' NAMES  
1059244 ONTARIO INC.

CAPACITY SHARE  
BENO

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

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

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

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

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

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

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

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

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## PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

LAND  
REGISTRY  
OFFICE #62

17201-0057 (LT)

PAGE 9 OF 11  
PREPARED FOR Ipichini01  
ON 2020/09/03 AT 11:47:07

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

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

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## PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

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17201-0057 (LT)

 PAGE 10 OF 11  
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\* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT \* SUBJECT TO RESERVATIONS IN CROWN GRANT \*

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
				1244318 ONTARIO INC.		
WE1130779	2016/06/30	CHARGE		*** COMPLETELY DELETED *** ROSSLYN RETIREMENT INC. 1059244 ONTARIO INC.	COMPUTERSHARE TRUST COMPANY OF CANADA	
WE1130780	2016/06/30	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** ROSSLYN RETIREMENT INC. 1059244 ONTARIO INC.	COMPUTERSHARE TRUST COMPANY OF CANADA	
				REMARKS: DOCUMENT DELETED BY ANN-MARIE RYBAR ON 23JULY2018		
WE1130814	2016/06/30	POSTPONEMENT		*** COMPLETELY DELETED *** RIVERVIEW PHARMACY INC.	COMPUTERSHARE TRUST COMPANY OF CANADA	
				REMARKS: WE1081632 TO WE1130779		
WE1131493	2016/07/05	DISCH OF CHARGE		*** COMPLETELY DELETED *** SURE MORTGAGE CAPITAL INC.		
				REMARKS: WE1085384.		
WE1171458	2016/12/08	CHARGE		*** COMPLETELY DELETED *** 1059244 ONTARIO INC.	SURE MORTGAGE CAPITAL INC.	
WE1171459	2016/12/08	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** 1059244 ONTARIO INC.	SURE MORTGAGE CAPITAL INC.	
				REMARKS: WE1171458.		
WE1171464	2016/12/08	POSTPONEMENT		*** COMPLETELY DELETED *** RIVERVIEW PHARMACY INC.	SURE MORTGAGE CAPITAL INC.	
				REMARKS: WE1081632 TO WE1171458 TO WE1171459		
WE1171467	2016/12/08	DISCH OF CHARGE		*** COMPLETELY DELETED *** COMPUTERSHARE TRUST COMPANY OF CANADA		
				REMARKS: WE1130779.		
WE1298823	2018/07/26	DISCHARGE INTEREST		*** COMPLETELY DELETED *** UNION ENERGY INC.		
				REMARKS: WE470745.		
WE1298847	2018/07/27	CHARGE	\$4,820,000	1059244 ONTARIO INC.	BUDUKNIST CREDIT UNION LIMITED	C
WE1298848	2018/07/27	NO ASSGN RENT GEN		1059244 ONTARIO INC.	BUDUKNIST CREDIT UNION LIMITED	C
				REMARKS: WE1298847.		

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**ServiceOntario**

 LAND  
 REGISTRY  
 OFFICE #62

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

17201-0057 (LT)

 PAGE 11 OF 11  
 PREPARED FOR Ipichini01  
 ON 2020/09/03 AT 11:47:07

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

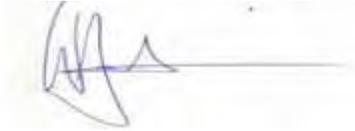
REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
WE1298856	2018/07/27	POSTPONEMENT REMARKS: WE1081632 WE1298847		RIVERVIEW PHARMACY INC.	BUDUCHNIST CREDIT UNION LIMITED	C
WE1299045	2018/07/27	DISCH OF CHARGE REMARKS: WE1171458.		*** COMPLETELY DELETED *** SURE MORTGAGE CAPITAL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

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**EXHIBIT "E"**

TO THE AFFIDAVIT OF LAURA MITCHELL

SWORN DECEMBER 10<sup>th</sup> 2020.

A handwritten signature in blue ink, consisting of several loops and a long horizontal stroke extending to the right.

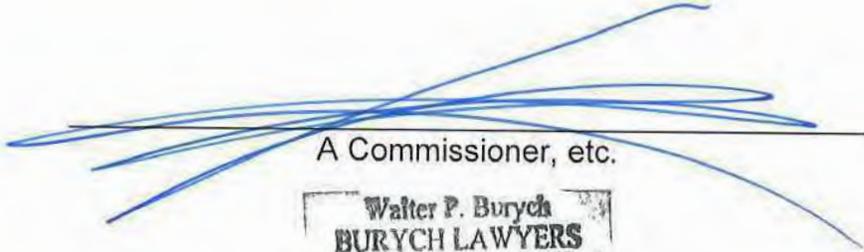
---

A Commissioner, etc.

EXHIBIT "G"

TO THE AFFIDAVIT OF TOM WILSON

SWORN OCTOBER 26, 2020.

A handwritten signature in blue ink, consisting of several overlapping, sweeping lines that cross each other, positioned above a horizontal line.

A Commissioner, etc.

Walter P. Borych  
**BURYCH LAWYERS**  
204-89 Queensway West  
Mississauga, Ontario  
LSB 2V2

**PROMISSORY NOTE  
TERM LOAN – FIXED RATE**

Principal: Cdn. \$5,538,750.00

Dated: July 27, 2018

FOR VALUE RECEIVED, Dundas Retirement Place Inc. (hereinafter the "**Borrower**"), hereby acknowledges itself indebted to and promises to pay to or to the order of Buduchnist Credit Union Limited (the "**Lender**") in accordance with the provisions contained herein at the Lender's office at 2280 Bloor Street West, Toronto, Ontario M6S 1N9 or at such other place as the Lender may from time to time designate by notice in writing to the Borrower, the principal amount of Five Million, Five Hundred and Thirty-Eight Thousand, Seven Hundred and Fifty **DOLLARS** (\$5,538,750.00) in lawful money of Canada (the "**Principal Amount**"), together with interest as provided for in this Promissory Note.

1. **INTEREST RATE**

The Borrower shall pay interest on the Principal Sum, or such portion of the Principal Amount as may be outstanding from time to time, at four point six nine percent (4.69%) per annum (the "**Interest Rate**") calculated semi-annually and payable monthly on the unpaid balance of the Principal Sum, before as well as after maturity, default and judgment with interest on overdue interest at the same rate as on the Principal Sum.

2. **BLENDED PRINCIPAL AND INTEREST PAYMENTS**

The Borrower shall make blended payments of principal and interest based on interest on the Principal Amount, calculated at the Interest Rate as aforesaid from and including the date of this Promissory Note amortized for a period of twenty-five (25) years, which shall be due and payable in arrears on the 10<sup>th</sup> day of each and every calendar month in equal monthly blended payments, with the first such monthly payment to be due on or before August 10, 2018 in the amount of Thirty-one Thousand, Two Hundred and Forty-Four Dollars (\$31,244.00), and the balance of the Principal Sum due and payable on August 10, 2023 (the "**Due Date**").

3. **COLLATERAL TO COMMITMENT LETTER**

This Promissory Note evidences borrowing under, and is collateral and subject to the terms of a commercial credit facility commitment letter between, *inter alia*, the Borrower and the Lender dated July 6, 2018 (the "**Commitment Letter**"). Default under the Commitment Letter shall constitute default under this Promissory Note and default under this Promissory Note shall constitute default under the Commitment Letter.

4. **PREPAYMENT**

The Borrower may prepay in each twelve (12) month period in the term of the loan without notice, bonus or penalty up to twenty (20%) per cent of the original Principal Amount, provided (i) the Borrower is not in default of any of the terms or conditions of the Commitment Letter and (ii) any such prepayment is made on a regular payment date. This prepayment privilege is not cumulative from year to year. If this prepayment privilege is not used in any twelve (12) month period, it cannot be carried forward and used in a later twelve (12) month period.

In addition to any other prepayment privileges, the Borrower may when not in default, prepay the unpaid principal balance of the loan in whole or in part, without notice, upon payment of the amount equal to the greater of the following:

- a) Three months interest at the rate specified; or
- b) The amount, if any, by which the interest rate specified exceeds interest at the current interest rate, calculated on the amount prepaid by the Borrower, for the remaining term of the loan. The current reinvestment rate is equivalent to the rate at which the Lender would lend to the Borrower on the security of a similar charge of the property described in the Commitment Letter for a term beginning on the date of the prepayment and ending on the balance due date of the charge.

#### 5. DEFAULT

The Principal Sum, together with accrued interest thereon at the Interest Rate, shall, at the option of the Lender, forthwith become due and payable in accordance with the terms and conditions of the Commitment Letter upon the occurrence of any of the events of default described in the Commitment Letter.

#### 6. COLLECTION EXPENSES

The Borrower promises to pay all reasonable costs and expenses incurred by the Lender in collecting any amount due under this Promissory Note and in enforcing its rights hereunder and under any security granted or issued to the Lender by the Borrower, including, without limitation, the fees and disbursements of counsel to the Lender on a substantial indemnity basis (the "Collection Costs"). Any Collection Costs that are not paid immediately by the Borrower shall be added to the Principal Sum and shall bear interest at the Interest Rate.

#### 7. WAIVER OF PRESENTMENT FOR PAYMENT, ETC.

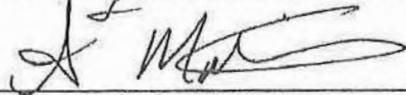
The Borrower hereby waives demand and presentment for payment, notice of non-payment, protest and notice of protest of this Promissory Note and waives any defences based upon indulgences which may be granted by the Lender to any party liable hereunder.

#### 8. GENERAL PROVISIONS

The extension of the time for making any payment which is due and payable hereunder at any time or times or the failure, delay or omission on the part of the Lender to exercise or enforce any rights or remedies which it may have hereunder or under any instrument securing payment of the indebtedness hereunder shall not constitute a waiver of the right of the Lender to enforce such rights and remedies. This Promissory Note shall be binding upon the successors and permitted assigns of the Borrower. Time is expressly made of the essence with respect to each and every term and provision of this Promissory Note. This Promissory Note shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

- 3 -

**DUNDAS RETIREMENT PLACE INC.**

Per: 

Name: Stefanie Martino

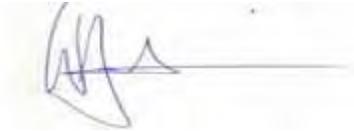
Title: President

"I have authority to bind the Corporation"

**EXHIBIT "F"**

TO THE AFFIDAVIT OF LAURA MITCHELL

SWORN DECEMBER 10<sup>th</sup> 2020.

A handwritten signature in blue ink, consisting of several loops and a long horizontal stroke extending to the right.

---

A Commissioner, etc.

EXHIBIT "H"

TO THE AFFIDAVIT OF TOM WILSON  
SWORN OCTOBER 26, 2020.

  
A Commissioner, etc.

Walter P. Burych  
BURYCH LAWYERS  
204-89 Queensway West  
Mississauga, Ontario  
LSB 2V2



# Charge/Mortgage of Land

Do Procees Software - (416) 322-6111  
BCU #127035

**B**

Form 2 - Land Registration Reform Act

<p style="writing-mode: vertical-rl; transform: rotate(180deg);">FOR OFFICE USE ONLY</p> <p style="writing-mode: vertical-rl; transform: rotate(180deg);">           VM 28284            CERTIFICATE OF REGISTRATION            CERTIFICATE OF REGISTRATION            WENTWORTH (62) HAMILTON            15:50 JUL 27 2018            Katherine Case            LAND REGISTRATION REGISTRAR         </p>	(1) Registry <input checked="" type="checkbox"/>	Land Titles <input type="checkbox"/>	(2) Page 1 of 16 pages		
	(3) Property Identifier(s)	Block 17479	Property 0003	Additional Sec Schedule <input type="checkbox"/>	
	(4) Principal Amount SEVEN MILLION, THREE HUNDRED EIGHTY-FIVE THOUSAND— Dollars \$ 7,385,000.00				
	(5) Description LOTS 8, 9, 10, REGISTRAR'S COMPILED PLAN 1401; PT LOT 11, REGISTRAR'S COMPILED PLAN 1401, BEING PART 1 ON 62R-14692; DUNDAS CITY OF HAMILTON WENTWORTH LAND REGISTRY OFFICE (NO. 62)				
	New Property Identifiers				
Executions		Additional: See Schedule <input type="checkbox"/>			
Additional: See Schedule <input type="checkbox"/>					
(6) This Document Contains	(a) Redescription New Easement Plan/Sketch <input type="checkbox"/>	(b) Schedule for: Description <input type="checkbox"/>	(7) Interest/Estate Charged Fee Simple <input checked="" type="checkbox"/>		
(8) Standard Charge Terms — The parties agree to be bound by the provisions in Standard Charge Terms filed as number <u>11/A</u> and the Chargor(s) hereby acknowledge(s) receipt of a copy of these terms.					
(9) Payment Provisions		(b) Interest Rate	(c) Calculation Period		
(a) Principal Amount \$ 7,385,000.00		<b>Eighteen</b> 18.00 % per annum			
(d) Interest Adjustment Date	Y M D	(e) Payment Date and Period	(f) First Payment Date	Y M D	
(g) Last Payment Date		(h) Amount of Each Payment	Dollars \$		
(i) Balance Due Date		(j) Insurance	Full Insurable Value Dollars \$		
(10) Additional Provisions <b>Due On Demand.</b>					
Continued on Schedule <input type="checkbox"/>					
(11) Chargor(s) The chargor hereby charges the land to the chargee <del>and the chargee hereby acknowledges receipt of a true copy of this charge</del>					
The chargor(s) acknowledge(s) receipt of a true copy of this charge					
Name(s)		Signature(s)	Date of Signature		
<b>DUNDAS RETIREMENT PLACE INC.</b>			Y	M	D
<b>I have authority to bind the Corporation.</b>		Name: Stefanie Martino	2018	07	26
<b>Stefanie Martino (Guarantor)</b>		Title: President			
<b>Sophi-Anne Martino (Guarantor)</b>			2018	07	26
(12) Spouse(s) of Chargor(s) I hereby consent to this transaction.		Signature(s)	Date of Signature		
Name(s)			Y	M	D
(13) Chargor(s) Address for Service		307 King Street East, Suite B, Second Floor, Hamilton, Ontario L8N 1C1			
(14) Chargee(s)		<b>BUDUCHNIST CREDIT UNION LIMITED</b>			
(15) Chargee(s) Address for Service		2280 Bloor Street West, Toronto, Ontario M6S 1N9			
(16) Assessment Roll Number of Property	Cty.	Mun.	Map	Subj.	Par.
	25	18	260	130	04800 0000
(17) Municipal Address of Property	(18) Document Prepared by:				
33 Main Street Dundas, Ontario L9H 2P7	Kathryn I. Osborne SimpsonWigle LAW LLP 200-1 Hunter Street East P.O. Box 990 Hamilton, Ontario L8N 3R1				
FOR OFFICE USE ONLY					
		Registration Fee			
		Total			

## ADDITIONAL PROVISIONS

### 1. COLLATERAL SECURITY

The Charge/Mortgage of Land (the "Charge") is continuing collateral security for and shall secure all obligations, debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, extended or renewed at any time owing by the Chargor to the Chargee or remaining unpaid by the Chargor to the Chargee heretofore or hereafter incurred or arising and whether incurred by or arising from agreement or dealings between the Chargee and the Chargor including by reason of the terms and conditions of this Charge, or from any agreement or dealings with any third party by which the Chargee may be or become in any manner whatsoever a creditor of the Chargor or however otherwise incurred or arising anywhere within or outside Canada and whether the Chargor be bound alone or with another or with others and whether as principal or surety and any ultimate unpaid balance thereof and whether the same is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again (such obligations, debts and liabilities being hereinafter called the "Liabilities") but it being agreed that this Charge at any one time will secure only that portion of the aggregate principal component of the Liabilities outstanding at such time which does not exceed the sum of SEVEN MILLION, THREE HUNDRED AND EIGHTY-FIVE THOUSAND DOLLARS (\$7,385,000.00) together with any interest or compounded interest accrued on the principal at the Interest Rate together with any other charges provided for herein or other amounts payable hereunder.

Without limiting the foregoing, the Chargor acknowledges that this Charge shall secure and "Liabilities" shall include all sums advanced by the Chargee pursuant to a Credit Facility Commitment Letter dated July 6, 2018 executed by the Chargee and the Chargor as may be amended, restated and renewed from time to time (the "Commitment Letter").

Without limiting the foregoing, the Chargor acknowledges that this Charge shall secure and "Liabilities" shall include all sums advanced by the Chargee pursuant to a Promissory Note issued by the Chargor in favour of the Chargee in the principal sum of Five Million, Five Hundred and Thirty-Eight Thousand, Seven Hundred and Fifty Dollars (\$5,538,750.00) including interest at the rate provided for in the Promissory Note.

### 2. SALE/TRANSFER

The Chargor shall not sell, transfer or encumber the Mortgaged Premises without the Chargee's prior written consent. If the Chargor does sell, transfer or encumber the Mortgaged Premises without such consent, then at the Chargee's option this Charge shall be in default and the full amount then owing hereunder shall become due and owing.

### 3. FINANCIAL STATEMENTS

Without limiting the financial reporting requirements set out in the Commitment Letter, financial statements of the Chargor on a minimum **Notice to Reader** basis will be delivered to the Chargee annually within 120 days of the Chargor's corporate year end.

### 4. REALTY TAXES

Municipal property taxes with respect to the Mortgaged Premises shall be paid by the Chargor on or before the due date for payment with proof of such payment to be provided to the Chargee within 30 days of the due date. Not to derogate from the Chargor's obligation to provide the aforesaid proof, the Chargor hereby authorizes and directs any municipality in which the Mortgaged Premises is located to provide to the Chargee all and any information that it has in its possession respecting the Mortgaged Premises including the status of municipal property taxes.

### 5. DISCHARGE

The Chargee shall provide a discharge of this Charge once all Liabilities owing to the Chargee have been paid in full and any other liabilities or obligations provided herein. The Chargor shall be responsible for the reasonable administrative and legal costs of the Chargee in connection with such discharge.

Provided the Chargor makes a written request to the Chargee for discharge of the Charge, the Chargee will discharge the Charge by electronic registration when the Liabilities and all other indebtedness and obligations provided herein have been paid in full. The Chargor will pay to the Chargee in advance, its current administration fee and disbursements for the preparation and registration of the discharge. The Chargor will provide the Chargee with a reasonable time after payment to register the discharge.

In the event that the property is not located in a Land Registry Office where electronic registration (Ereg) is operative, then the Chargor will prepare a discharge of Charge and deliver it to the Chargee for execution. The Chargor will give the Chargee a reasonable time to execute the discharge and to return it to the Chargor for registration. The Chargor will pay to the Chargee in advance, its current administration fee with respect to the discharge of the Charge.

## 6. INSPECTIONS

The Chargor will permit the Chargee and persons authorized by the Chargee at all reasonable times to inspect the Mortgaged Premises from time to time.

## 7. DEFINITIONS

The following terms shall have the following meaning and be deemed to be included in the Charge.

- a) "Bankruptcy Legislation" means any present or future laws relating to bankruptcy or insolvency, reorganization or compromise of debts or other similar laws, including without limitation the Companies Creditors Arrangement Act.
- b) "Business Day" means any date except Saturday, Sunday or a statutory holiday.
- c) "Charge" means this Charge/Mortgage of the Lands made pursuant to the Land Registration Reform Act to which the Chargor and the Chargee are parties, which Charge consists of the electronic charge and any amendments contained therein and Schedule of Additional Provisions and any amendments from time to time made hereafter by the Chargor and Chargee in writing in accordance with the provisions hereof.
- d) "Chattel" has the meaning ascribed to it in clause (y) of Section 13 of this Charge.
- e) "Chargee" means BUDUCHNIST CREDIT UNION LIMITED, its successors and assigns and where applicable, includes those from whom it acts as nominee or agent.
- f) "Chargor" means the person (including corporation) indicated in the Computer Field of the Charge entitled "Chargor" and each person for whom it executes as agent or attorney.
- g) "Computer Field" means a computer data entry field in a charge registered pursuant to Part III of the Land Registration Reform Act into which the terms and conditions of the Charge may be inserted.
- h) "Contaminant" means any solid, liquid, gas, odour, heat, sound, smoke, waste, vibration, radiation or combination of any of them resulting directly or indirectly from human activities that may cause:
  - i) Impairment of the quality of the natural environment for any use that can be made of it
  - ii) injury or damage to Mortgaged Premises or to plant or animal life
  - iii) harm or material discomfort to any person
  - iv) an adverse affect on the health of any person
  - v) impairment of the safety of any person
  - vi) rendering any Mortgaged Premises or plant or animal life unfit for use by man
  - vii) loss of enjoyment of normal use of Mortgaged Premises, or
  - viii) interference with the normal conduct of business and includes any pollutant or contaminant as defined in any Environmental Laws and any biological chemical or physical agent which is regulated, prohibited, restricted or controlled.
- i) "Costs" means all reasonable fees, costs, charges and expenses of the Chargee of and incidental to:
  - (i) the negotiation, preparation, execution, subordination, postponement and registration of the Charge and any other instruments connected herewith and every renewal or discharge thereof;
  - (ii) the collection of any amounts payable hereunder, enforcement of any covenants contained herein and the realization of the security herein contained;
  - (iii) procuring or attempting to procure payment of any indebtedness or any other amounts due and payable hereunder, including foreclosure, power of sale or execution proceedings commenced by the Chargee or any other party;
  - (iv) any inspection required to be made of the Mortgaged Premises, or review of plans, specifications and other documentation which may require the approval or consent of the Chargee;
  - (v) all repairs and replacements required to be made to the Mortgaged Premises;
  - (vi) the Chargee having to go into possession of the Mortgaged Premises and secure, complete and equip the building or Improvements in any way in connection herewith;
  - (vii) the Chargee's renewal of any leasehold interest;
  - (viii) the exercise of any of the powers of a Receiver contained herein;
  - (ix) any necessary examination of title to the Mortgaged Premises; and
  - (x) the failure of the Chargor to comply with or fulfill any of the terms and conditions of this Charge or any agreement that the Chargor has with the Chargee including an Event of Default.

For greater certainty, Costs shall:

- (xi) extend to and include all reasonable legal expense incurred by the Chargee on a full indemnity basis;
  - (xii) the Chargee's standard administrative charges or fees and late charges;
  - (xiii) be payable forthwith by the Chargor;
  - (xiv) bear interest at the Interest Rate; and
  - (xv) be a charge on the Mortgaged Premises.
- j) "Environmental Laws" means the common law and all applicable federal, provincial, local, municipal, governmental or quasi-governmental laws, rules regulations, licenses, orders, permits, decisions or requirements concerning Contaminants, occupations or public health and safety or the environmental and any other order, injunction, judgment, declaration, notice or demand issued thereunder.
  - k) "Event of Default" has the meaning ascribed to it in Section 21 of this Charge.
  - l) "Fixtures" includes all attires, buildings, erections, appurtenances, plants and Improvements, fixed or otherwise, now or hereafter put on the Lands including without limitation all fences, elevators, furnaces, boilers, oil burners, water heaters, electric light fixtures, window blinds, screen and storm doors and windows and all air-conditioning, plumbing, cooling, ventilating, cooking, refrigeration and heating equipment and all other apparatus and equipment appurtenant to the Mortgaged Premises.
  - m) "Improvement" includes any construction, installation, alteration, addition, repair or demolition to any part of the Mortgaged Premises now existing or hereafter constructed or to be constructed on the Lands.
  - n) "Indebtedness" means all Liabilities.
  - o) "Interest Rate" means the applicable rate of interest that is set out respectively in any agreement between the Chargor and the Chargee including, if applicable, the Commitment Letter and Promissory Note.
  - p) "Lands" means the lands and premises indicated in the Computer Field of the Charge entitled "Properties".
  - q) "Mortgaged Premises" means the Lands and all Fixtures.
  - r) "Permitted Encumbrances" means:
    - i) liens for Taxes not at the time due
    - ii) any other liens or encumbrances specifically consented to by the Chargee in writing providing the same are maintained in good standing.
  - s) "Prime Rate" shall mean the annual rate of interest which the Chargee establishes as the reference rate of interest to determine interest rates it will charge at such time for demand loans in Canadian dollars and which it refers to as its special rate of interest, such rate to be adjusted automatically and without the necessity of any notice to the Chargor upon each change to such rate.
  - t) "Principal Amount" means the principal amount in lawful money of Canada indicated in the Computer Field of the Charge entitled "Principal".
  - u) "Receiver" shall include one or more of a Receiver and a Receiver and Manager of all or any portion of the Mortgaged Premises appointed by the Chargee pursuant to the Charge.
  - v) "Taxes" means all taxes, rates and other impositions whatsoever which are now or may hereafter be imposed, charged or levied by any authority creating a lien or charge on the Mortgaged Premises or any part thereof.

## 8. IMPLIED COVENANTS

The implied covenants deemed to be included in the Charge by clauses 7(1) 1 iii, and 7 (1) 2 of the Land Registration Reform Act are hereby varied by deleting therefrom the words "except as the records of the land registry office disclose" and substituting therefore "except Permitted Encumbrances". The implied covenant deemed to be included in the Charge by clause 7(1) 1.vii of the Land Registration Reform Act is hereby varied to provide that the Chargor or the Chargor's successors will, before and after default, execute and deliver such further assurances of the Mortgaged Premises and do such other acts, at the Chargor's expense, as may be required by the Chargee. The implied covenants deemed to be included in a charge under subsection 7(1) of the Land Registration Reform Act, as amended hereby are in addition to and shall not be interpreted to supersede or replace any of the covenants contained in this

Charge which are covenants by the Chargor, for the Chargor and the Chargor's successors and assigns with the Chargee and the Chargee's successors and assigns. If any of the forms or words contained herein or any variation thereof are also contained in Column One of Schedule B of the Short Forms of Mortgages Act, R.S.O. 1980 c.474 and distinguished by a number therein, this Charge shall be deemed to include and shall have the same effect as if it contained the form of words in Column Two of Schedule B of the said Act distinguished by the same number together with such variation, if any, and this Charge shall be interpreted in the same manner and to the same effect as if the said Act were applicable to this Charge. In the event of any conflict between any of the covenants implied by the Land Registration Reform Act and any other covenant or provision contained herein, such covenant or provision contained herein shall prevail.

9. SUCCESSORS

Notwithstanding the definition of the word "successor" in the Land Registration Reform Act, the word successor as used in this Charge shall include an heir, executor, administrator, personal representative or successor.

10. CHARGE

In consideration of the Principal Amount and other good and valuable consideration (the receipt and sufficiency whereof are hereby acknowledged by the Chargor) and as continuing security for the payment to the Chargee of the Indebtedness and to secure the performance of all of the obligations of the Chargor under this Charge or any other instrument given, issued or executed pursuant to it, the Chargor hereby charges the Mortgaged Premises with payment to the Chargee of any ultimate outstanding balance of the Indebtedness due and remaining unpaid and the performance of the Chargor's obligation hereunder, provided that such security shall be limited to the aggregate of the Principal Amount, Costs and any other charges provided for herein other amounts payable hereunder, together with interest thereon at the Interest Rate payable upon demand as herein provided and with the powers of sale hereinafter expressed.

11. DEFEASANCE

Provided this Charge to be void upon payment in full on demand of all Indebtedness and the performance in full of all obligations of the Chargor hereunder up to a maximum amount of the aggregate of the Principal Amount, Costs and any other amounts payable hereunder, together with interest at the Interest Rate, which interest shall be payable, not in advance, both before and after maturity, default and judgment, from the date of demand by the Chargee for payment and Taxes and performance of statute labour and observance and performance of all covenants, provisos and conditions herein contained.

12. DEMAND

In the event that the Chargor is called upon to pay any Indebtedness in accordance with the terms under which the same is or becomes payable or in the event of the default which is continuing by the Chargor in the performance of any of the covenants of the Chargor under this Charge or any other instrument given, issued or executed pursuant to it the Chargor shall be obligated to pay and the Chargee shall be entitled to forthwith make demand for payment of all such Indebtedness and any other monies secured hereby.

### 13. COVENANTS OF CHARGE

The Chargor hereby covenants, agrees and declares as follows:

- a) the Chargor shall pay to the Chargee the indebtedness at the time or times and in the manner provided in any agreement or dealings between the Chargee and the Chargor including in this Charge, or any other instrument given, issued or executed pursuant hereto
- b) the Chargor is the sole legal and beneficial owner of and has good title in fee simple to the Mortgaged Premises free of all encumbrances other than the Permitted Encumbrances
- c) the Chargor has the right to charge the Mortgaged Premises to the Chargee and to give this Charge to the Chargee upon the covenants contained herein
- d) on default, the Chargee shall have quiet possession of the Mortgaged Premises free from all encumbrances other than the Permitted Encumbrances
- e) the Chargor will execute at the Chargor's expense such further assurances of the Mortgaged Premises as may be requisite
- f) the Chargor has done no act to encumber the Mortgaged Premises except the Permitted Encumbrances
- g) the Chargor shall pay as they fall due all Permitted Encumbrances and Taxes and shall not suffer any construction, statutory or other liens or rights of retention, other than Permitted Encumbrances, to remain outstanding upon any of the Mortgaged Premises
- h) the Chargor shall not remove, destroy, lease, sell or otherwise dispose of any of the Mortgaged Premises or portion thereof or any interest therein. In the event the Mortgaged Premises or any part thereof is sold or disposed of prior to the full discharge of this Charge in any manner not authorized by this Charge, then all proceeds of such sale or disposition received by the Chargor shall be held by the Chargor as trustee for the Chargee until the Chargor has been fully released from this Charge by the Chargee
- i) without limiting the requirement to place and keep in force insurance pursuant to the provisions of a commitment letter or loan agreement between the Chargor and the Chargee, the Chargor shall place or cause to be placed and keep in force the following insurance in respect of the said Lands, Improvements and Fixtures with a company or companies satisfactory to the Chargee and the Chargee shall receive the original policies signed by the insurer or insurers and such policies are to be in form and content satisfactory to the Chargee.
  - (i) All risk insurance policy covering the Mortgaged Premises for its full insurable value including replacement cost, stated amount, earthquake and flood coverages. The loss payable clause must be in favour of the Chargee subject to I.B.C. standard mortgage clause.
  - (ii) Boiler insurance coverage for an amount satisfactory to the Chargee with a loss payable clause in favour of the Chargee, if applicable.
  - (iii) Comprehensive general liability insurance in an amount satisfactory to the Chargee. The named insured must include the Chargee. All cancellation clauses in the above-mentioned policies, including those contained in the mortgage clause insurance endorsements, are to provide for not less than thirty (30) days notice to the Chargee of cancellation and/or material alteration of the policies.

The Chargee shall be entitled to require coverage of such other risks and perils as the Chargee may from time to time consider advisable or desirable and in respect of which insurance coverage may be available.

The Chargor shall forthwith on the happening of any loss or damage furnish at its expense all necessary proofs and do all necessary acts to enable the Chargee to obtain payment of the insurances moneys.
- j) The Chargor shall allow any employees or authorized agents of the Chargee at any reasonable time to enter the premises of the Chargor to inspect the Mortgaged Premises including without limitation the right to undertake soil, ground water, environmental or other tests, measurements or surveys in on or below the Mortgaged Premises and to inspect the books and records of the Chargor and make extracts therefrom and shall permit the Chargee prompt access to such other persons as the Chargee may deem necessary or desirable for the purposes of inspecting or verifying any matters relating to any part of the Mortgaged Premises or the books and records of the Chargor, provided that any information so obtained shall be kept confidential, save as requested by the Chargee in exercising its rights hereunder. If an Event of Default shall have

occurred and be continuing under this clause, the Chargor shall pay all costs and expenses of agents retained by the Chargee for purposes of inspection under this clause (j).

- k) The Chargor shall deliver to the Chargee such financial statements as may be provided in any commitment letter or loan agreement entered into between the Chargee and the Chargor. At a minimum and without limiting the financial reporting required under such commitment letter or loan agreement, the Chargor shall deliver to the Chargee within 90 days of the close of each financial year of the Chargor as long as any money is owing under the Charge one copy of the financial statements for that year; such financial statements to be prepared by a firm of chartered accountants. Provided however that this paragraph is subject to the provisions regarding the delivery of financial statements set out in any commitment letter or offer of finance between the Chargor and the Chargee, in which case the provisions in such commitment letter or offer of finance shall prevail.
- l) Without the prior written consent of the Chargee, the Chargor shall not create or suffer to exist any charge or encumbrance over all or any portion of the Mortgaged Premises ranking or purporting to rank prior to, pari passu with or subordinate to the charges hereof, other than Permitted Encumbrances.
- m) The Chargor shall not grant, create, assume or permit to exist any conditional sale agreement, mortgage, pledge, charge, assignment, lease or other security, except Permitted Encumbrances, whether fixed or floating upon the whole or any part of the Mortgaged Premises. This covenant shall be a restrictive covenant for the benefit of the Chargee's interest as Chargee of the Mortgaged Premises and the burden shall run with the interest of the Chargor as owner of the Mortgaged Premises.
- n) All Fixtures are and shall, immediately on being placed upon the Mortgaged Premises, become Fixtures and a part of the Mortgaged Premises and form a part of this security and the Chargor hereby grants and releases to the Chargee all its claims upon the Mortgaged Premises subject to the proviso for Deceasance in Section 11 above.
- o) The Chargee may distrain for arrears of interest and for overdue principal and any other sum payable hereunder. The Chargor waives the right to claim exceptions and agrees that the Chargee shall not be limited in the amount for which it may distrain.
- p) The Chargee may make any payment or cure any default under any Permitted Encumbrance and may pay and satisfy the whole or any part of any liens, Taxes, charges or encumbrances now or hereafter existing in respect of the Mortgaged Premises in the event of the Chargee making any such payment or curing a default or satisfying any such liens, Taxes, charges or encumbrances it shall be entitled to all the equities and securities of the person or persons so paid and is hereby authorized to retain any discharge thereto without registration for so long as it may think fit so to do.
- q) The Chargor will keep the Mortgaged Premises in good condition and repair and shall not permit any act of waste to be committed upon the Mortgaged Premises. If the Chargor neglects to keep the Mortgaged Premises in good condition and repair or commits or permits any act of waste on the Mortgaged Premises (as to which the Chargee shall be sole judge) the Chargee may make such repairs and replacements as it deems necessary.
- r) The Chargor shall diligently and continuously maintain, develop and construct the Improvements or cause the Improvements to be maintained, developed and constructed in accordance with plans and specifications previously approved by the Chargee, all in a good and workmanlike manner as first class buildings or improvements and in the event that the Chargor shall fail to proceed diligently with any required work for a period of ten (10) consecutive days, the Chargee or its representatives may enter into the Mortgaged Premises and do any or all work which they may consider necessary or desirable to complete such Improvements or to protect the same from deterioration.
- s) The Chargor shall not make any material improvement, whether financed by the Chargee or otherwise, without the prior written consent of the Chargee which consent will not be unreasonably withheld or delayed and except in accordance with contracts, plans and specifications approved by the Chargee in writing prior to the commencement of work on the Improvements.
- t) The Chargor shall at all times comply with all applicable laws relating to the Mortgaged Premises, including all applicable zoning by-laws, rent control legislation and construction lien legislation.
- u) Where any portion of the Improvements are to be constructed, they shall be constructed in a good and workmanlike manner using first class quality materials in accordance with the plans and specifications approved by the Chargee and shall comply with all restrictions, conditions, ordinances, codes, regulations and laws, regulations and the requirements of governmental

departments and agencies having direction over, or an interest in the Lands or the Improvements.

- v) All utility services necessary for the operation and use of the Mortgaged Premises for their intended purpose, including but not limited to water supply, storm and sanitary sewer facilities, gas, electric and telephone facilities are available to the boundaries of the Lands.
- w) The Lands are contiguous to publicly dedicated streets or roads or highways and vehicular and pedestrian access thereto is permitted or, if not, are the dominant tenement of a easement or easements creating the perpetual right of such access to any such publicly dedicated streets or roads or highways.
- x) Any defects in the construction or variation in the construction of any of the Improvements shall be promptly corrected by the Chargor to the satisfaction of the Chargee.
- y) Any and all of the personal Mortgaged Premises, elevators, furnaces, refrigerators, ranges, hot water tanks, dishwashers, carpeting, furniture, furnishings, fixtures, attachments and equipment (collectively the "Chattels") delivered upon or attached to the Mortgaged Premises or intended to become a part thereof, will be kept free and clear of all chattel mortgages, conditional vendors liens and all liens, encumbrances and security interests other than as may be granted to the Chargee and the Chargor will be the absolute owner of the Chattels and will, from time to time, furnish the Chargee with satisfactory evidence of such ownership, including searches of applicable public records. Upon the Chargee's request, the Chargor will forthwith execute and deliver a supplemental debenture or other security instrument upon the Chattels and such other supporting documents as the Chargee may require in connection therewith, including financing statements and searches or records under any applicable legislation.
- z) The Chargor will pay or cause to be paid as soon as the same are due all claims and demands of contractors and material men and all wages, salaries, holiday pay, workers compensation assessments or other charges of any nature or kind (the "Claims") which could in any circumstances constitute a lien or charge on the Mortgaged Premises and the Chargor will from time to time on demand provide the Chargee with such books, payrolls, or other records, receipts, certificates and declarations as the Chargee may deem necessary to satisfy itself that such Claims have been paid as soon as the same are due.

#### 14. QUIET POSSESSION

Until default of payment or default in performance of its obligations under any commitment letter or offer of finance or hereunder, the Chargor shall have quiet possession of the Mortgaged Premises.

#### 15. COMPLIANCE WITH ENVIRONMENTAL LAWS

The Chargor covenants, represents and warrants to the Chargee that:

- a) the Chargor shall conduct and maintain its business operations and the Mortgaged Premises so as to comply in all respects with all applicable Environmental Laws including obtaining all necessary licenses, permits, consents and approvals required to own or operate the Mortgaged Premises and the businesses carried on at or from the Mortgaged Premises
- b) except as specifically permitted by the Chargee in writing, the Chargor shall not permit or suffer to exist Contaminants or dangerous or potentially dangerous conditions on or affecting the Mortgaged Premise whether on or below the surface of the Lands or located in any Fixtures including, without limitation, any materials containing gasoline, polychlorinated biphenyls or radio-active substances, underground storage tanks, asbestos or urea formaldehyde insulation
- c) the Chargor has no knowledge of the existence of Contaminants or dangerous or potentially dangerous conditions at, on or under the Mortgaged Premises or any properties in the vicinity of the Lands which could affect the Mortgaged Premises or the market value thereof or in levels that exceed the standards in Environmental Laws.
- d) the Chargor has no knowledge of the Mortgaged Premises or any portion thereof having been used for the disposal of waste
- e) the Chargor has not given or received, nor does it have an obligation to give, any notice, claim, communication or information regarding any past, present, planned or threatened treatment, storage, disposal, presence, release or spill of any Contaminant at, on, under or from the Mortgaged Premises or any property adjacent or proximate thereto, including any notice pursuant to any Environmental Laws or any environmental report or audit. The Chargor shall notify the Chargee promptly and in reasonable detail upon receipt of any such claim, notice, communication or information or if the Chargor becomes aware of any violation or potential

violation of the Chargor of any Environmental Laws and setting forth the action which the Chargor intends to take with respect to such matter

- f) there is no, and the Chargor has not received notice of and has no knowledge or information of any pending, contemplated or threatened litigation or claim for judicial or administrative action which would adversely affect the Mortgaged Premises or its use or market value including, without limitation, any action pending or threatened by any adjacent or affected land owner relating to the use of the Mortgaged Premises or the existence on the Mortgaged Premises of, or leakage from the Mortgaged Premises of noxious, dangerous, potentially dangerous or toxic substances
- g) the Chargor shall promptly advise the Chargee in writing of any material adverse change in the environmental or other legal requirements affecting the Chargor or the Mortgaged Premises upon the Chargor becoming aware of any such change and the Chargor shall provide the Chargee with a copy of any of the orders, by-laws, agreements or other documents pursuant to which any such change is effected or documented
- h) the Chargor shall, at its own expense, promptly take or cause to be taken any and all necessary remedial or clean-up action in response to the presence, storage, use, disposal, transportation, release or discharge of any Contaminant in, on, under or about any of the Mortgaged Premises, or used by the Chargor, in compliance with all material laws including, without limitation, Environmental Laws, and in accordance with the orders and directions of all applicable federal, state, provincial, municipal and local governmental authorities
- i) the Chargor shall deliver to the Chargee a true and complete copy of all environmental audits, evaluations, assessments, studies or tests relating to the Mortgaged Premises or the Chargor now in its possession or control or forthwith after the completion thereof, or upon such materials coming into the Chargor's possession or control
- j) the Chargor shall at its expense, if reasonably requested by the Chargee in writing, retain an environmental consultant acceptable to the Chargee, acting reasonably, to undertake environmental tests and to prepare a report or audit with respect to the Mortgaged Premises and deliver same to the Chargee for its review

the Chargor shall indemnify and save harmless the Chargee, its officers, directors, employees, agents and shareholders from and against all losses, liabilities, damages or costs (including legal fees and disbursements on a solicitor and own client basis) suffered including, without limitation, the cost or expense of any environmental investigation, the preparation of any environmental or similar report and the costs of any remediation arising from or relating to any breach of the foregoing covenants of this Section 15, any breach by the Chargor or any other person now or hereafter having an interest in the Mortgaged Premises which is asserted or claimed against the Chargee; the presence, in any form, of any Contaminant on or under the Mortgaged Premises, or the discharge, release, spill or disposal of any Contaminant by the Chargor which is asserted or claimed against any of these indemnified persons. This indemnity shall survive the payment in full of all amounts secured hereunder and the discharge of this Charge. The Chargee shall hold the benefit of this indemnity in trust for those indemnified persons who are not parties to this Charge.

## 16. CONDOMINIUM

If the Mortgaged Premises or any part thereof is or becomes a unit or units in a condominium, the provisions of this section shall apply. The Chargor covenants with the Chargee that:

- a) the Chargor will promptly observe and perform all obligations imposed on the Chargor by the Condominium Act and by the Declaration, the By-laws and the Rules, as amended from time to time of the Condominium Corporation by virtue of the Chargor's ownership of the Mortgaged Premises. Any breach of the said duties and obligations shall constitute a breach of covenant under this Charge.
- b) without limiting or restricting the generality of the foregoing:
  - (i) the Chargor will pay promptly when due any contributions to common expenses required of the Chargor as an owner of the Mortgaged Premises
  - (ii) the Chargor will transmit to the Chargee forthwith upon the demand of the Chargee satisfactory proof that all common expenses assessed against or in respect of the Mortgaged Premises have been paid as assessed
  - (iii) the Chargee may pay out of and deduct from any advance of monies secured hereunder all contributions to the common expenses assessed against or in respect of the Mortgaged Premises which have become due and payable and are unpaid at the date of such advance
  - (iv) whenever and so long as the Chargee so requires, the Chargor shall on or before the date when any sum becomes payable by the Chargor in respect of common expenses

pay such sum to the Chargee. The Chargee shall forthwith on receipt thereof remit all such sums to the Condominium Corporation on behalf of the Chargor or as the Condominium Corporation may from time to time direct.

- c) the Chargee is hereby irrevocably authorized and empowered to exercise the right of the Chargor as the owner of the Mortgaged Premises to vote or to consent in all matters relating to the affairs of the Condominium Corporation provided that:
- (i) the Chargee may at any time or from time to time give notice in writing to the Chargor and the Condominium Corporation that the Chargee does not intend to exercise the said right to vote or consent and in that event until the Chargee revokes the said notice, the Chargor may exercise the right to vote or consent. Any such notice may be for an indeterminate period of time or for a limited period of time or for a specific meeting or matter.
  - (ii) the Chargee shall not by virtue of the assignment to the Chargee of the said right to vote or consent, be under any obligation to vote or consent or to protect the interests of the Chargor.
  - (iii) the exercise of the said right to vote or consent shall not constitute the Chargee as a mortgagee in possession.

If the Mortgaged Premises or any part thereof shall become a unit or units in a condominium at any time after the execution and delivery of this Charge, the Chargor shall, whenever requested by the Chargee, execute and deliver any further and other charges, assurances or other instruments as the Chargee shall require in order to preserve, protect or perfect the security provided by this Charge and each of the provisions hereof, including without limitation a further charge covering all of the units in the said condominium and their appurtenant common interest.

#### 17. WAIVERS

The Chargee may waive in writing any breach by the Chargor of any of the provisions contained in this Charge or any default by the Chargor in the observance or performance of any covenant or condition required to be observed or performed by the Chargor hereunder, provided that no such waiver by the Chargee shall extend to or be taken in any manner to affect any subsequent breach or default or the rights resulting therefrom.

#### 18. PERFORMANCE OF COVENANTS

If the Chargor shall fail to perform any covenant on its part hereunder, the Chargee may in its absolute discretion perform any such covenant capable of being performed by it, but the Chargee shall be under no obligation to do so. If any such covenant requires the payment of money or if the Mortgaged Premises shall become subject to any encumbrance ranking in priority to the lien hereof other than a Permitted Encumbrance, the Chargee may in its absolute discretion make such payment and/or pay or discharge such encumbrance, but shall be under no obligation to do so. All sums so paid by the Chargee shall immediately be payable by the Chargor to the Chargee, shall bear interest at the Interest Rate until paid in full and shall constitute a charge upon the Mortgaged Premises. No such performance or payment shall relieve the Chargor from any default hereunder or any consequences of such default.

#### 19. APPOINTMENT OF MONITOR

If in the opinion of the Chargee, acting reasonably, a material adverse change has occurred in the financial condition of the Chargor, or if the Chargee in good faith believes that the ability of the Chargor to pay any of its obligations to the Chargee or to perform any other covenant contained herein has become impaired, or if an Event of Default has occurred, the Chargee may by written notice to the Chargor, appoint a monitor (the "Monitor") to investigate any or a particular aspect of the Chargor or its business and affairs for the purpose of reporting to the Chargee. The Chargor shall give the Monitor its full co-operation, including full access to facilities, assets and records of the Chargor and to its creditors, customers, contractors, officers, directors, employees, auditors, legal counsel and agents. The Monitor shall have no responsibility for the affairs of the Chargor nor shall it participate in the management of the Chargor's affairs and shall incur no liability in respect thereof or otherwise in connection with the Chargor, its business and affairs or the Mortgaged Premises. The Monitor shall act solely on behalf of the Chargee and shall have no contractual relationship with the Chargor as a consultant or otherwise. The appointment of a Monitor shall not be regarded as an act of enforcement of this Charge. All reasonable fees and expenses of the Monitor (including legal fees and disbursements on a solicitor and own client basis) shall be paid by the Chargor upon submission to it of a written invoice therefor. The Chargee, at its option upon the occurrence of an Event of Default, may appoint or seek to have appointed the Monitor or Receiver, receiver and Manager, liquidator, or trustee in bankruptcy of the Chargor or the Mortgaged Premises or any part thereof.

## 20. CONTINUING AND ADDITIONAL SECURITY

The security hereby constituted is continuing security for the payment of all indebtedness and the fulfillment of all of the obligations of the Chargor hereunder and such security is in addition to any other security now or hereafter held by the Chargee. The taking of any action or proceedings or refraining from so doing, or any other dealings with any other security for the moneys secured hereby, shall not release or affect the obligations of the Chargor hereunder.

## 21. DEFAULT

Subject to the provisions of Section 244 of the Bankruptcy and Insolvency Act, R.S.C. 1985 as amended the security hereby created shall become enforceable in each of the following events (each event being an Event of Default herein):

- a) if the Chargee shall make an authorized and proper written demand for payment of indebtedness and payment in full has not been received by the Chargee forthwith after such demand has been made
- b) if the Chargor defaults in the performance of any of the terms and covenants contained in this Charge or any agreement between the Chargor and the Chargee including the commitment letter and Promissory Note
- c) if there is any material misrepresentation or misstatement contained in any certificate or document delivered by the Chargor or any representative of the Chargor to the Chargee in connection with this Charge
- d) if the Chargor institutes any proceeding or takes any corporate action or executes any agreement or notice of intention to authorize its participation or commencement of any proceeding:
  - (i) seeking to adjudicate it a bankrupt or insolvent, or
  - (ii) seeking liquidation, dissolution, winding up, restructuring, reorganization, arrangement, protection, relief or composition or it or any of its property or debt or making a proposal with respect to it under any Bankruptcy Legislation
- e) if the Chargor becomes bankrupt or insolvent or commits an act of bankruptcy or any proceeding is commenced against the Chargor:
  - (i) seeking to adjudicate it a bankrupt or insolvent
  - (ii) seeking liquidation, dissolution, winding up, restructuring, reorganization, arrangement, protection, relief or composition of it or any of its Mortgaged Premises or debt or making a proposal with respect to it under any Bankruptcy Legislation
  - (iii) seeking appointment of a receiver, receiver and manager, liquidator, trustee, agent, custodian, or other similar official for it or for any part of its properties and assets, including the Mortgaged Premises or any part thereof
- f) any order or judgment is issued by a court granting any of the relief referred to in Section 21(e).
- g) if an encumbrancer or secured creditor shall appoint a receiver or agent with respect to any part of the Mortgaged Premises or take any other similar proceedings over any part of the Mortgaged Premises, or take possession of any part of the Mortgaged Premises or if any execution, distress or other process of any court becomes enforceable against any of the Mortgaged Premises of the Chargor, or a distress or like process is levied upon any of such Mortgaged Premises
- h) if the Chargor takes any corporate proceedings for its dissolution, liquidation or amalgamation with any company or if the corporate existence of the Chargor shall be terminated by expiration, forfeiture or otherwise
- i) if any portion of the Mortgaged Premises is expropriated by any governmental body or authority which the Chargee in its absolute discretion considers material
- j) if any part of the Mortgaged Premises shall be sold, transferred or otherwise alienated or disposed of by the Chargor without the prior written consent of the Chargee.

## 22. REMEDIES

Upon the happening of any Event of Default, in addition to any other rights or remedies available to it hereunder or at common law or equity or pursuant to any statute, the Chargee shall have the following rights and powers:

- a) to enter upon and possess all or any part of the Mortgaged Premises

- b) to hold, use, repair, preserve, maintain, complete, construct and build all or any part of the Mortgaged Premises and make such replacements thereof and changes or additions thereto as the Chargee shall deem advisable
- c) in the occurrence of an Event of Default that has continued for at least 15 days, the Chargee or its agents or representatives may, on at least (35) day's notice, sell or lease the Mortgaged Premises. In the event that the giving of such notice shall not be required by law or to the extent that such requirements shall not be applicable, it is agreed that notice may be effectually given by giving it in accordance with paragraph 39 hereof, and such notice shall be sufficient although not addressed to any person or persons by name or designation and notwithstanding that any person to be affected thereby may be unknown, unascertained or under disability. The Chargee may sell the Mortgaged Premises or any part thereof by public auction or private sale, for such price as can reasonably be obtained therefor, and on such terms as to credit and otherwise, and with such conditions of sale and stipulations as to title or evidence or commencement of title or otherwise, as it shall in its discretion deem proper, and in the event of any sale on credit or for part cash and part credit, the Chargee shall not be accountable for or charged with any moneys until actually received. The Chargee may rescind or vary any contract of sale and may buy in and resell the Mortgaged Premises or any part thereof without being answerable for loss occasioned thereby. No purchaser or lessee shall be bound to enquire into the legality, regularity or propriety of any sale or lease or be affected by notice of any irregularity or with propriety of any kind, and no lack of default or want of notice or other requirement or any irregularity or impropriety of any kind shall invalidate any sale or lease hereunder. The Chargee may sell or lease without entering into actual possession of the Mortgaged Premises and when it desires to take possession it may break locks and bolts and while in possession or upon any sale or lease the Chargee shall be accountable only for moneys which are actually received by it. Sales may be made from time to time of parts of the Mortgaged Premises to satisfy any portion of the indebtedness or other sums owing hereunder and leaving the indebtedness or the residue thereof secured hereunder on the remaining Mortgaged Premises. The Chargor hereby appoints the Chargee its true and lawful attorney and agent to make application under the Planning Act and to do all things and execute all documents to effectually complete such sale. The Chargee may lease or take sale proceedings hereunder notwithstanding that other mortgage proceedings have been taken or are then pending.
- d) to appoint by instrument in writing any person or persons to be a Receiver of all or any portion of the undertaking, property and assets of the Chargor forming the Mortgaged Premises and all rents, issues, incomes and profits to be derived therefrom; to fix the Receiver's remuneration and from time to time to remove any Receiver so appointed and appoint another or others in his stead
- e) to apply to any court of competent jurisdiction for the appointment of a Receiver of all or any portion of the undertaking, property and assets hereby charged
- f) those rights and powers of the Receiver as described in paragraph 23.

### 23. POWERS OF RECEIVER

- a) Any Receiver shall have all of the powers of the Chargee set forth in this Charge and, in addition, shall have the following powers:
  - (i) to carry on the business of the Chargor and to enter into any compromise or arrangement on behalf of the Chargor
  - (ii) with the prior written consent of the Chargee, to borrow money in his name or in the Chargor's name, for the purpose of carrying on the business of the Chargor and for the preservation and realization of the undertaking, property and assets of the Chargor including, without limitation, the right to pay persons having prior Charges or encumbrances on properties on which the Chargor may hold charges or encumbrances, with any amount so borrowed and any interest thereon to be a charge upon the Mortgaged Premises in priority to this Charge
  - (iii) to make such arrangements, at such time or times as the Receiver may deem necessary without the concurrence of any other persons, for the repairing, finishing, adding to, or putting in order the Mortgaged Premises including without restricting the generality of the foregoing to complete, with such variations, additions and deletions as the Chargee may approve, the construction of the Mortgaged Premises, or award the same to others to complete, notwithstanding that the resulting cost exceeds the principal amount hereinbefore set forth and in either of such cases, shall have the right to take possession of and use or permit others to use all or any part of the Chargor's materials, supplies, plans, tools, equipment (including appliances on the Lands) and property of every kind and description
  - (iv) to sell or lease or concur in the selling or leasing of the whole or any part of the Mortgaged Premises and in exercising the Receiver's foregoing power to sell or lease the Mortgaged Premises the Receiver may in his absolute discretion:

- (1) sell or lease the whole or any part of the Mortgaged Premises by public or private tender or by private contract
  - (2) grant options to purchase or lease or both
  - (3) grant rights of first refusal to purchase or lease or both
  - (4) complete any contract for sale, lease, option or right of first refusal
  - (5) enter into open, exclusive and multiple listing contracts for sale or lease, sign and file subdivision, condominium, strata, consolidation or other plans, plats or declarations
  - (6) complete and file prospectuses, disclosure statements or affidavits in connection with any proposed disposition of the Mortgaged Premises or any portion or portions thereof
  - (7) effect a sale or lease by conveying in the name of or on behalf of the Chargor or otherwise
  - (8) make any stipulation as to title or conveyance or commencement of title
  - (9) rescind or vary any contract of sale, lease, option or right of first refusal
  - (10) resell or release without being answerable for any loss occasioned thereby
  - (11) sell on terms as to credit as shall appear to be most advantageous to the Receiver and if a sale is on credit the Receiver shall not be accountable for any moneys until actually received
  - (12) make any arrangements or compromises which the Receiver shall think expedient.
- b) Any Receiver appointed pursuant to the provisions hereof shall be deemed to be an agent of the Chargor for the purpose of:
- (i) carrying on and managing the business and affairs of the Chargor
  - (ii) establishing liability for all of the acts or omissions of the Receiver while acting in any capacity hereunder and the Chargee shall not be liable for such acts or omissions, provided that, without restricting the generality of the foregoing, the Chargor irrevocably authorizes the Chargee to give instructions to the Receiver relating to the performance of its duties as set out herein.

#### 24. ATTORNEY

The Chargor hereby irrevocably nominates, constitutes and appoints the Chargee and any person further designated by the Chargee as the true and lawful attorney of the Chargor for and in the name of the Chargor after an Event of Default has occurred and is continuing and this Charge or any other security held by the Chargee for the indebtedness or other obligations of the Chargor has become enforceable, to execute and do any deeds, documents, transfers, demands, assignments, assurances, consents and things which the Chargor is obliged to sign, execute or do hereunder and to commence, continue and defend any proceedings authorized to be taken hereunder and generally to use the name of the Chargor in the exercise of all or any of the powers hereby conferred on the Chargor and on any Receiver appointed hereunder.

#### 25. APPLICATION OF MONEYS

All moneys actually received by the Chargee or the Receiver pursuant to section 22 and 23 of this Charge shall be applied:

- a) first, in payment of claims, if any, of creditors of the Chargor (including any claim of the Receiver) ranking in priority to the charges created by this Charge as directed by the Chargee or the Receiver
- b) second, in or towards payment of all applicable Costs
- c) third, in or towards payment or satisfaction of any remaining indebtedness in such order as the Chargee in its sole discretion may determine
- d) fourth, in or towards the payment of the obligation of the Chargor to persons, if any, with charges or security interests against the Mortgaged Premises ranking subsequent to those in favour of the Chargee
- e) fifth, subject to applicable law, any surplus shall be paid to the Chargor.

#### 26. RELEASE, EXTENSIONS, etc.

The Chargee may in its sole discretion at all times release any part or parts of the Mortgaged Premises either with or without any consideration therefor, without responsibility therefor and without thereby releasing any other part of the Mortgaged Premises or any person from his obligations under this Charge, or from any of the covenants herein contained and without being accountable to the Chargor for the value thereof or for any money except that actually received by the Chargee, it being expressly agreed that every part of the Mortgaged Premises into which it is or may hereafter be divided does and

shall stand charged with the whole of the amount hereby secured. The Chargee may grant time, renewals, extensions, indulgences, releases and discharges to, may take additional securities may give any securities up, may abstain from taking securities or from perfecting securities, may accept compositions, and may otherwise deal with the Chargor and all other persons and securities as the Chargee may see fit without prejudicing the rights of the Chargee under this Charge

27. NO CHANGE IN RIGHTS

No sale or other dealing by the Chargor with the Mortgaged Premises or any part thereof shall in any way change the liability of the Chargor or in any way alter the rights of the Chargee as against the Chargor or the amount or terms of any indebtedness or of any commitment letter or offer of finance or note.

28. NO MERGER

The taking of any judgment or the exercise of any power of seizure or sale shall not operate to extinguish the liability of the Chargor to perform its obligations hereunder or to pay the moneys hereby secured, shall not operate as a merger of any covenant herein contained or affect the right of the Chargee & to interest at the Interest Rate in effect from time to time hereunder, and the acceptance of any payment or other security shall not constitute or create any novation. The execution and delivery of this Charge or of any instruments or documents supplemental hereto shall not operate as a merger of any representation, warranty, term, condition or other provision contained in any other obligation or indebtedness of the Chargor to the Chargee.

29. ASSIGNMENT OF RENTS

Subject to the proviso for Defeasance, and as additional and separate continuing security for the Chargor's obligations hereunder, the Chargor hereby assigns to the Chargee subject to the rights of the holders of the Permitted Encumbrances all present and future leases of the Mortgaged Premises or any part thereof, and all rents, issues, incomes and profits ("Rents") now or hereafter derived from the leases or the Mortgaged Premises or any part thereof, together with the benefit of all covenants, agreements and provisos contained in such leases. The Chargor will execute and deliver to the Chargee, from time to time, upon the request of the Chargee and at the expense of the Chargor, assignments in registrable form in the Chargee's usual form of all leases and rents relating to the Mortgaged Premises and such other notices or documents as maybe required by the Chargee. Until an Event of Default occurs under the Charge the Chargor may demand, receive, collect and enjoy the rents only as the same fall due and payable and, except for the last month's rental, not in advance, but nothing shall permit or authorize the Chargor to collect or receive rents contrary to the covenants contained herein. Nothing in this Charge shall make the Chargee responsible for the collection of rents payable under any lease of the Mortgaged Premises or any part thereof or for the performance of any covenants, terms or conditions contained in any such lease. The Chargee shall be liable to account only for such rents as actually come into its hands after the deductions of reasonable collection charges in respect thereof and may apply such rents to the repayment of the Indebtedness and Costs. Notice to tenants by the Chargee with respect to the payment to it of Rents or the collection of Rents does not constitute the Chargee as being in possession of the Mortgaged Premises.

30. THREE MONTHS INTEREST ON DEFAULT

In the Event of Default in any of the agreements with the Chargee including security agreements and the terms and conditions of these Additional Provisions, regardless of the Chargee making a demand for payment of the entire amount of the Indebtedness owed to the Chargee or a portion thereof, and regardless of the Chargee having taken any steps or proceedings to realize on its security with respect to such Indebtedness including notice having been delivered pursuant to Section 244 of the Bankruptcy and Insolvency Act or Notice of Sale Under Charge/Mortgage having been issued, the Chargee shall be entitled to the greater of:

- a) three (3) months interest on the principal amount owing with respect to such Indebtedness, or
- b) the amount, if any, by which interest calculated at the Interest Rate on the outstanding principal amount of the Indebtedness exceeds the interest calculated at the "Prevailing Rate" as hereinafter defined on the outstanding principal amount of the Indebtedness for a term commencing when the Chargee receives payment of the outstanding principal amount of the Indebtedness to the date that the Indebtedness would be due and payable but for the Chargor's default (the "Indebtedness Due Date"). The Prevailing Rate means the rate at which the Chargee would then lend to the Chargor on the security of the Property for a term commencing on the date when the Chargor receives payment of the then outstanding principal amount of the Indebtedness to the Indebtedness Due Date

whether payment shall have been received through the redemption of the Charge or other security or payment having been obtained by the Chargee by realization upon this Charge or other security,

31. SUCCESSORS AND ASSIGNS

The Charge including these Additional Provisions and the benefits thereof are binding upon the Chargor and Chargee and their successors and assigns. Not to limit the Chargee's rights and entitlements at law, the Chargor acknowledges and agrees that the Indebtedness, Charge including these Additional Provisions are assignable by the Chargee.

32. INTERPRETATION

Unless the context otherwise requires, words reporting the singular include the plural and vice-versa and words importing gender include all genders; all rights, advantages, privileges, immunities, powers and things hereby secured to the Chargee shall be equally deemed to and exercisable by its successors and assigns; all covenants and liabilities entered into or imposed hereunder upon the Chargor shall be equally binding upon his heirs, executors, administrators and assigns or successors and assigns as the case may be; all such covenants, liabilities and obligations shall be joint and several; time shall be of the essence hereof; and all provisions hereof shall have effect notwithstanding any statute to the contrary.

33. HEADINGS

The division of this Charge into separate sections, paragraphs and clauses and the insertion of headings are included for convenience of reference only and are not intended to affect the construction or interpretation of the Charge nor are they intended to be full or accurate descriptions of the contents.

34. NO OBLIGATION TO ADVANCE

Neither the execution nor registration of this Charge, nor the advance of any moneys of any amounts secured hereby shall bind the Chargee to advance any of the Principal Amount secured hereby or any part thereof; but nevertheless the charges created hereby shall take effect upon execution hereof.

35. DISCLOSURE OF INFORMATION

The Chargor acknowledges that pursuant to the provisions of applicable construction lien legislation, the Personal Property Security Act and other similar legislation, the Chargee may be obliged to release information relating to this Charge and the Indebtedness and any amounts advanced thereunder or secured hereby. The Chargor hereby acknowledges that the Chargee may sell, assign or securitize the subject mortgage and with respect to same may be obliged or wish to release information relating to this Charge, the Indebtedness, amounts advanced hereunder or secured hereby or incidental to the foregoing. The Chargor hereby authorizes the Chargee to release all such information and any other information it may, from time to time, be required to release by law or wish to release as aforesaid.

36. SPOUSAL STATUS

The Chargor shall forthwith notify the Chargee in writing of any change in the Chargor's spousal status and provide the Chargee with such further particulars as the Chargee may request.

37. DATE OF CHARGE

The Chargor and Chargee agree that the date of the Charge shall be deemed to be dated as of the date of delivery for registration of the Charge.

38. PROPER LAW

This Charge shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable herein.

39. NOTICE AND PAYMENTS

Any payments not received by the Chargee by two o'clock p.m. on a Business Day shall be deemed to have been received on the next Business Day. Any notice required or desired to be given hereunder or under any instrument supplemental or collateral hereto shall be in writing and may be given by personal delivery, by facsimile or other means of electronic communication or by sending the same by registered mail, postage prepaid, to the Chargor or the Chargee at their addresses indicated in the Computer Fields of the Charge entitled Address for Service or to such other address or addresses or email or facsimile number or numbers as the Chargor or Chargee hereto may from time to time designate to the other in accordance with this provision and, in the case of electronic communication to the facsimile numbers set forth below:

- a) in the case of the Chargee, to facsimile number 416-763-4512;
- b) in the case of the Chargor, to facsimile number \_\_\_\_\_ or by email to \_\_\_\_\_

any notice so delivered shall be conclusively deemed given when personally delivered, any notice sent by facsimile or other means or electronic transmission shall be deemed to have been delivered on the Business Day following the sending of the notice and any notice so mailed shall be conclusively deemed given on the third Business Day following the day of mailing, provided that in the event of a known disruption of postal service, notice shall not be given by mail. Any address for notice or payments may be changed by notice given pursuant hereto.

40. CONFLICT

If there is conflict between the terms and conditions of the Commitment Letter or Promissory Note and the terms and conditions of this Charge, then the terms and conditions of the Commitment Letter or Promissory Note as applicable shall govern.

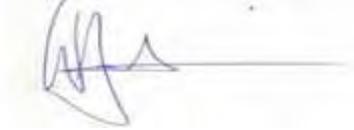
41. SEVERABILITY

Any provisions of these Additional Provisions or a portion thereof which is determined to be void, prohibited or unenforceable, shall be severable to the extent of such avoidance, prohibition or unenforceability without invalidating or otherwise limiting or impairing the other provisions of these Additional Provisions.

**EXHIBIT "G"**

TO THE AFFIDAVIT OF LAURA MITCHELL

SWORN DECEMBER 10<sup>th</sup> 2020.

A handwritten signature in blue ink, consisting of several loops and a long horizontal stroke extending to the right.

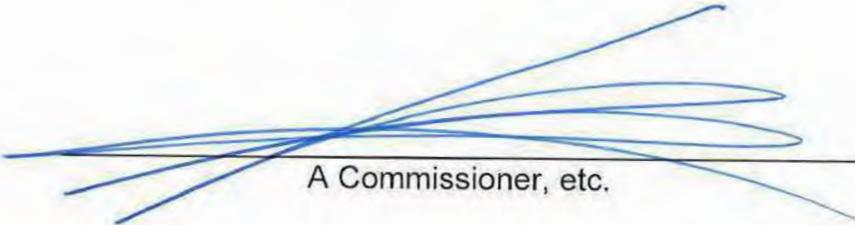
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A Commissioner, etc.

EXHIBIT "J"

TO THE AFFIDAVIT OF TOM WILSON

SWORN OCTOBER 26, 2020.



A Commissioner, etc.

Walter P. Burych  
BURYCH LAWYERS  
204-89 Queensway West  
Mississauga, Ontario  
LSB 2V2

## SECURITY AGREEMENT

### 1. SECURITY INTEREST

(a) For value received, the undersigned **Dundas Retirement Place Inc.** ("Debtor"), hereby grants to **Buduchnist Credit Union Limited** (the "Lender"), having a place of business at 2280 Bloor Street West, Toronto, Ontario M6S 1N9 a security interest (the "Security Interest") in the undertaking of Debtor and in all of Debtor's present and after acquired personal property consisting of all Goods (including all parts, accessories, attachments, special tools, additions and accessions thereto), Chattel Paper, Documents of Title (whether negotiable or not), Instruments, Intangibles, Money and Securities now owned or hereafter owned or acquired by or on behalf of Debtor (including such as may be returned to or repossessed by Debtor) now or hereafter situate on, used in connection with or arising from the business or affairs carried on, at or about the real property located at or about 33 Main Street, Dundas, Ontario (the "Mortgaged Property") and in all proceeds and renewals thereof, accretions thereto and substitutions therefore (hereinafter collectively called "Collateral"), and as further general and continuing security for the Debtor's indebtedness to the Lender the Debtor hereby assigns the Collateral to the Lender and mortgages and charges the Collateral as and by way of a fixed and specific mortgage and charge to the Lender. The Security Interest hereby created shall include such assignment, mortgage and charge. Without limiting the generality of the foregoing, the Collateral includes all of the following now owned or hereafter owned or acquired by or on behalf of Debtor now or hereafter situate on, used in connection with or arising from the business or affairs carried on at the Mortgaged Property or the business or operations of the Debtor related to the Mortgaged Property:

- (i) all inventory of whatever kind;
- (ii) all equipment (other than inventory) of whatever kind, including, without limitation, all machinery, tools, apparatus, plant, furniture, fixtures and vehicles of whatsoever nature or kind;
- (iii) all Accounts and book debts and generally all debts, dues, claims, choses in action and demands of every nature and kind including letters of credit and advices of credit, which are now due, owing or accruing or growing due to or owned by or which may hereafter become due, owing or accruing or growing due to or owned by Debtor ("Debts");
- (iv) all deeds, documents, writings, papers, books of account and other books relating to or being records of Debts, Chattel Paper or Documents or Title or by which such are or may hereafter be secured, evidenced, acknowledged or made payable;
- (v) all lists, records and files relating to Debtor's customers, clients and patients as applicable; and
- (vi) all property described in Schedule "C" or any schedule now or hereafter annexed hereto.

(b) The Security Interest granted hereby shall not extend or apply to and Collateral shall not include the last day of the term of any lease or agreement therefor but upon the enforcement of the Security Interest, Debtor shall stand possessed of such last day in trust to assign the same to any person acquiring such term in the course of the enforcement of the said Security Interest; nor shall the Security Interest render the Lender liable to observe or perform any term, covenant or condition of any agreement, documents or instrument to which the Debtor is a party or by which it is bound.

(c) The terms "Goods", "Chattel Paper", "Document of Title", "Instrument", "Intangible", "Security", "proceed", "inventory", "accession", "Money", "Account", "financing statement" and "financing charge statement" whenever used herein shall be interpreted pursuant to their respective meanings when used in The Personal Property Security Act of the province referred to in Clause 14(s), as amended from time to time, which Act, including amendments thereto and any Act substituted therefor and amendments thereto is herein referred to as the "P.P.S.A.". Provided always that the term "Goods" when used herein shall not include "consumer goods" of Debtor as that term is defined in the P.P.S.A.. Any reference herein to "collateral" shall, unless the context

Collateral will be hereafter obtained or agreed to by the Debtor which is not secured in favour of the Lender in accordance with the provisions hereof or which requires the consent of any third party to any such security.

#### 4. COVENANTS OF THE DEBTOR

So long as this Security Agreement remains in effect Debtor covenants and agrees:

(a) to defend the Collateral against the claims and demands of all other parties claiming the same or an interest therein; to diligently initiate and prosecute legal action against all infringers of Debtor's rights in Intellectual Property; to take all reasonable action to keep the Collateral free from all Encumbrances, except for the Security Interest, licenses which are compulsory under federal or provincial legislation and those shown on Schedule "A" or hereafter approved in writing by the Lender, prior to their creation or assumption, and not to sell, exchange, transfer, assign, lease, license or otherwise dispose of Collateral or any interest therein without the prior written consent of the Lender; provided always that, until default, Debtor may, in the ordinary course of Debtor's business, sell or lease Inventory and, subject to Clause 7 hereof, use Money available to Debtor;

(b) to notify the Lender promptly of:

- (i) any change in the information contained herein or in the Schedules hereto relating to Debtor, Debtor's business or Collateral,
- (ii) the details of any significant acquisition of Collateral,
- (iii) the details of any claims or litigation affecting Debtor or Collateral,
- (iv) any loss or damage to Collateral,
- (v) any default by any Account Debtor in payment or other performance of its obligations with respect to Collateral, and
- (vi) the return to or repossession by Debtor of Collateral;

(c) to keep Collateral in good order, condition and repair and not to use Collateral in violation of the provisions of this Security Agreement or any other agreement relating to Collateral or any policy insuring Collateral or any applicable statute, law, by-law, rule, regulation or ordinance;

(d) to do, execute, acknowledge and deliver such financing statements, financing change statements and further assignments, transfers, documents, acts, matters and things (including further schedules hereto) as may be reasonably requested by the Lender of or with respect to Collateral in order to give effect to these presents and to pay all costs for searches and filings in connection therewith;

(e) to pay all taxes, rates, levies, assessments and other charges of every nature which may be lawfully levied, assessed or imposed against or in respect of Debtor or Collateral as and when the same become due and payable;

(f) to insure Collateral in such amounts and against such risks as would customarily be insured by a prudent owner of similar Collateral and in such additional amounts and against such additional risks as the Lender may from time to time direct, with loss payable to the Lender and Debtor, as insured, as their respective interests may appear, and to pay all premiums therefor and deliver copies of policies and evidence of renewal to the Lender on request;

(g) to prevent Collateral, save Inventory sold or leased as permitted hereby, from being or becoming an accession to other property not covered by this Security Agreement;

(h) to carry on and conduct the business of Debtor in a proper and efficient manner and so as to protect and preserve Collateral and to keep, in accordance with generally accepted accounting principles, consistently applied, proper books of account for Debtor's business as well as accurate and complete records concerning Collateral, and mark any and all such records and Collateral at the Lender's request so as to indicate the Security Interest;

(i) to deliver to the Lender from time to time promptly upon request:

otherwise requires, be deemed a reference to "Collateral or any part thereof".

(d) The Debtor and the Lender acknowledge and agree that the Security Interest is taken over all of the Debtor's present and after acquired personal property except: (i) Goods not ordinarily located on the Mortgaged Property; and (ii) Accounts, Chattel Paper, Documents of Title (whether negotiable or not), Instruments, Intangibles, Money and Securities not used in connection with, or not arising from, the Mortgaged Property or the business or affairs carried on at the Mortgaged Property.

## 2. INDEBTEDNESS SECURED

The Security Interest granted hereby secures payment and performance of any and all obligations, indebtedness and liability of Debtor to the Lender (including Interest thereon) present or future, direct or indirect, absolute or contingent, matured or not, extended or renewed, wheresoever and howsoever incurred and any ultimate unpaid balance thereof and whether the same is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again, and whether Debtor be bound alone or with another or others and whether as principal or surety (hereinafter collectively called the "Indebtedness"). If the Security Interest in the Collateral is not sufficient, in the event of default, to satisfy all Indebtedness of the Debtor, the Debtor acknowledges and agrees that Debtor shall continue to be liable for any Indebtedness remaining outstanding and the Lender shall be entitled to pursue full payment thereof.

## 3. REPRESENTATIONS AND WARRANTIES OF DEBTOR

Debtor represents and warrants and so long as this Security Agreement remains in effect shall be deemed to continuously represent and warrant that:

(a) the Collateral is genuine and owned by Debtor free of all security interests, mortgages, liens, claims, charges, licenses, leases, infringements by third parties, encumbrances or other adverse claims or interests (hereinafter collectively called "Encumbrances"), save for the Security Interest and those Encumbrances shown on Schedule "A" or hereafter approved in writing by the Lender, prior to their creation or assumption;

(b) each Debt, Chattel Paper and Instrument constituting Collateral is enforceable in accordance with its terms against the party obligated to pay the same (the "Account Debtor"), and the amount represented by Debtor to the Lender from time to time as owing by each Account Debtor or by all Account Debtors will be the correct amount actually and unconditionally owing by such Account Debtor or Account Debtors, except for normal cash discounts where applicable, and no Account Debtor will have any defence, set off, claim or counterclaim against Debtor which can be asserted against the Lender, whether in any proceeding to enforce Collateral or otherwise;

(c) the locations specified in Schedule "B" as to business operations and records are accurate and complete and with respect to Goods (including Inventory) constituting Collateral, the locations specified in Schedule "B" are accurate and complete save for Goods in transit to such locations and Inventory on lease or consignment; and all fixtures or Goods about to become fixtures and all crops and all oil, gas or other minerals to be extracted and all timber to be cut which forms part of the Collateral will be situate at one of such locations;

(d) the execution, delivery and performance of the obligations under this Security Agreement and the creation of any security interest in or assignment hereunder of Debtor's rights in the Collateral to the Lender will not result in a breach of any agreement to which Debtor is a party; and

(e) None of the Collateral in existence on the date hereof (i) is incapable of being assigned or otherwise secured in favour of the Lender in accordance with the provisions of this Security Agreement; (ii) is incapable of further assignment or security granted by the Lender or by any Receiver (as that term is defined in section 13(b) herein) after default; or (iii) requires the consent of any third party to the security interest granted hereby, except for any consent that has already been obtained. The Debtor covenants with the Lender that no

- (i) any Documents of Title, Instruments, Securities and Chattel Paper constituting, representing or relating to Collateral,
- (ii) all books of account and all records, ledgers, reports, correspondence, schedules, documents, statements, lists and other writings relating to Collateral for the purpose of inspecting, auditing or copying the same.
- (iii) all financial statements prepared by or for Debtor regarding Debtor's business,
- (iv) all policies and certificates of insurance relating to Collateral, and
- (v) such information concerning Collateral, the Debtor and Debtor's business and affairs as the Lender may reasonably request.

#### **5. USE AND VERIFICATION OF COLLATERAL**

Subject to compliance with Debtor's covenants contained herein and Clause 7 hereof, Debtor may, until default, possess, operate, collect, use and enjoy and deal with Collateral in the ordinary course of Debtor's business in any manner not inconsistent with the provisions hereof; provided always that the Lender shall have the right at any time and from time to time to verify the existence and state of the Collateral in any manner the Lender may consider appropriate and Debtor agrees to furnish all assistance and information and to perform all such acts as the Lender may reasonably request in connection therewith and for such purpose to grant to the Lender or its agents access to all places where Collateral may be located and to all premises occupied by Debtor.

#### **6. SECURITIES**

If Collateral at any time includes Securities, Debtor authorizes the Lender to transfer the same or any part thereof into its own name or that of its nominee(s) so that the Lender or its nominee(s) may appear of record as the sole owner thereof; provided that, until default, the Lender shall deliver promptly to Debtor all notices or other communications received by it or its nominee(s) as such registered owner and, upon demand and receipt of payment of any necessary expenses thereof, shall issue to Debtor or its order a proxy to vote and take all action with respect to such Securities. After default, Debtor waives all rights to receive any notices or communications received by the Lender or its nominee(s) as such registered owner and agrees that no proxy issued by the Lender to Debtor or its order as aforesaid shall thereafter be effective.

#### **7. COLLECTION OF DEBTS**

Before or after default under this Security Agreement, the Lender may notify all or any Account Debtors of the Security Interest and may also direct such Account Debtors to make all payments on Collateral to the Lender. Debtor acknowledges that any payments on or other proceeds of Collateral received by Debtor from Account Debtors, whether before or after notification of this Security Interest to Account Debtors and whether before or after default under this Security Agreement, shall be received and held by Debtor in trust for the Lender and shall be turned over to the Lender upon request.

Debtor authorizes the Lender to take such action or proceedings in Debtor's name and at Debtor's expense as may be necessary to collect and recover any rents.

#### **B. INCOME FROM AND INTEREST ON COLLATERAL**

(a) Until default, Debtor reserves the right to receive any Money constituting income from or interest on Collateral and if the Lender receives any such Money prior to default, the Lender shall either credit the same against the Indebtedness or pay the same promptly to Debtor.

(b) After default, Debtor will not request or receive any Money constituting income from or interest on

Collateral and if Debtor receives any such Money without any request by It, Debtor will pay the same promptly to the Lender.

#### 9. INCREASES, PROFITS, PAYMENTS OR DISTRIBUTIONS

- (a) Whether or not default has occurred, Debtor authorizes the Lender:
- (i) to receive any increase in or profits on Collateral (other than Money) and to hold the same as part of Collateral. Money so received shall be treated as income for the purposes of Clause 8 hereof and dealt with accordingly;
  - (ii) to receive any payment or distribution upon redemption or retirement or upon dissolution and liquidation of the issuer of Collateral; to surrender such Collateral in exchange therefor and to hold any such payment or distribution as part of Collateral.
- (b) If Debtor receives any such increase or profits (other than Money) or payments or distributions, Debtor will deliver the same promptly to the Lender to be held by the Lender as herein provided.

#### 10. DISPOSITION OF MONEY

Subject to any applicable requirements of the P.P.S.A., all Money collected or received by the Lender pursuant to or in exercise of any right it possesses with respect to Collateral shall be applied on account of Indebtedness in such manner as the Lender deems best or, at the option of the Lender, may be held unappropriated in a collateral account or released to Debtor, all without prejudice to the liability of Debtor or the rights of the Lender hereunder, and any surplus shall be accounted for as required by law.

#### 11. EVENTS OF DEFAULT

The happening of any of the following events or conditions shall constitute default hereunder which is herein referred to as "default":

- (a) the nonpayment when due, whether by acceleration or otherwise, of any principal or interest forming part of Indebtedness or the failure of Debtor to observe or perform any obligation, covenant, term, provision or condition contained in this Security Agreement or any other agreement between Debtor and the Lender;
- (b) the death of or a declaration of incompetency by a court of competent jurisdiction with respect to Debtor, if an individual;
- (c) the bankruptcy or insolvency of Debtor; the filing against Debtor of a petition in bankruptcy; the making of an assignment for the benefit of creditors by Debtor; the appointment of a receiver or trustee for Debtor or for any assets of Debtor or the institution by or against Debtor of any other type of insolvency proceeding under the Bankruptcy and Insolvency Act or otherwise;
- (d) the institution by or against Debtor of any formal or informal proceeding for the dissolution or liquidation of, settlement of claims against or winding up of affairs of Debtor;
- (e) if any Encumbrance affecting Collateral becomes enforceable against Collateral;
- (f) if Debtor ceases or threatens to cease to carry on business or makes or agrees to make a bulk sale of assets without complying with applicable law or commits or threatens to commit an act of bankruptcy;
- (g) if any execution, sequestration, extent or other process of any court becomes enforceable against Debtor or if distress or analogous process is levied upon the assets of Debtor or any part thereof;
- (h) if any certificate, statement, representation, warranty or audit report heretofore or hereafter

furnished by or on behalf of Debtor pursuant to or in connection with this Security Agreement, or otherwise (including, without limitation, the representations and warranties contained herein) or as an inducement to the Lender to extend any credit to or to enter into this or any other agreement with Debtor, proves to have been false in any material respect at the time as of which the facts therein set forth were stated or certified, or proves to have omitted any substantial contingent or unliquidated liability or claim against Debtor; or if upon the date of execution of this Security Agreement, there shall have been any material adverse change in any of the facts disclosed by any such certificate, representation, statement, warranty or audit report, which change shall not have been disclosed to the Lender at or prior to the time of such execution.

## 12. ACCELERATION

The Lender, in its sole discretion, may declare all or any part of Indebtedness which is not by its terms payable on demand to be immediately due and payable, without demand or notice of any kind, in the event of default, or if the Lender considers itself insecure or that the Collateral is in jeopardy. The provisions of this clause are not intended in any way to affect any rights of the Lender with respect to any Indebtedness which may now or hereafter be payable on demand.

## 13. REMEDIES

(a) Upon default, the Security Interest granted hereby will at the option of the Lender in its sole discretion become immediately enforceable.

(b) Upon default, the Lender may appoint or reappoint by instrument in writing, any person or persons, whether an officer or officers or an employee or employees of the Lender or not, to be a receiver or receivers (hereinafter called a "Receiver", which term when used herein shall include a receiver and manager) of Collateral (including any interest, income or profits therefrom) and may remove any Receiver so appointed and appoint another in his/her stead. Any such Receiver shall, so far as concerns responsibility for his/her acts, be deemed the agent of Debtor and not the Lender, and the Lender shall not be in any way responsible for any misconduct, negligence or non-feasance on the part of any such Receiver, his/her servants, agents or employees. Subject to the provisions of the instrument appointing him/her, any such Receiver shall have power to take possession of Collateral, to preserve Collateral or its value, to carry on or concur in carrying on all or any part of the business of Debtor and to sell, lease, license or otherwise dispose of or concur in selling, leasing, licensing or otherwise disposing of Collateral. To facilitate the foregoing powers, any such Receiver may, to the exclusion of all others, including Debtor, enter upon, use and occupy all premises owned or occupied by Debtor wherein Collateral may be situate, maintain Collateral upon such premises, borrow Money on a secured or unsecured basis and use Collateral directly in carrying on Debtor's business or as security for loans or advances to enable the Receiver to carry on Debtor's business or otherwise, as such Receiver shall, in its discretion, determine. Except as may be otherwise directed by the Lender, all Money received from time to time by such Receiver in carrying out his/her appointment shall be received in trust for and paid over to the Lender. Every such Receiver may, in the discretion of the Lender, be vested with all or any of the rights and powers of the Lender.

(c) Upon default, the Lender may, either directly or through its agents or nominees, exercise any or all of the powers and rights given to a Receiver by virtue of the foregoing sub-clause (b).

(d) The Lender may take possession of, collect, demand, sue on, enforce, recover and receive Collateral and give valid and binding receipts and discharges therefor and in respect thereof and, upon default, the Lender may sell, license, lease or otherwise dispose of Collateral in such manner, at such time or times and place or places, for such consideration and upon such terms and conditions as to the Lender may seem reasonable.

(e) In addition to those rights granted herein and in any other agreement now or hereafter in effect between Debtor and the Lender and in addition to any other rights the Lender may have at law or in equity, the Lender shall have, both before and after default, all rights and remedies of a secured party under the P.P.S.A. Provided always, that the Lender shall not be liable or accountable for any failure to exercise its remedies, take possession of, collect, enforce, realize, sell, lease, license or otherwise dispose of Collateral or to institute any

proceedings for such purposes. Furthermore, the Lender shall have no obligation to take any steps to preserve rights against prior parties to any Instrument or Chattel Paper whether Collateral or proceeds and whether or not in the Lender's possession and shall not be liable or accountable for failure to do so.

(f) Debtor acknowledges that the Lender or any Receiver appointed by it may take possession of Collateral wherever it may be located and by any method permitted by law and Debtor agrees upon request from the Lender or any such Receiver to assemble and deliver possession of Collateral at such place or places as directed.

(g) Debtor agrees to be liable for and to pay all costs, charges and expenses reasonably incurred by the Lender or any Receiver appointed by it, whether directly or for services rendered (including reasonable solicitors and auditors costs and other legal expenses and Receiver remuneration), in operating Debtor's accounts, in preparing or enforcing this Security Agreement, taking and maintaining custody of, preserving, repairing, processing, preparing for disposition and disposing of Collateral and in enforcing or collecting Indebtedness and all such costs, charges and expenses, together with any amounts owing as a result of any borrowing by the Lender or any Receiver appointed by it, as permitted hereby, shall be a first charge on the proceeds of realization, collection or disposition of Collateral and shall be secured hereby.

(h) The Lender will give Debtor such notice, if any, of the date, time and place of any public sale or of the date after which any private disposition of Collateral is to be made as may be required by the P.P.S.A.

(i) Debtor appoints any officer or director or branch manager of the Lender upon default to be its attorney in accordance with applicable legislation with full power of substitution and to do on Debtor's behalf anything that is required to assign or transfer, and to record any assignment or transfer of the Collateral. This power of attorney, which is coupled with an interest, is irrevocable until the release or discharge of the Security Interest.

#### 14. MISCELLANEOUS

(a) Debtor hereby authorizes the Lender to file such financing statements, financing change statements and other documents and do such acts, matters and things (including completing and adding schedules hereto identifying Collateral or any permitted Encumbrances affecting Collateral or identifying the locations at which Debtor's business is carried on and Collateral and records relating thereto are situate) as the Lender may deem appropriate to perfect on an ongoing basis and continue the Security Interest, to protect and preserve Collateral and to realize upon the Security Interest and Debtor hereby irrevocably constitutes and appoints the Manager or Acting Manager from time to time of a branch of the Lender, in the province in which the Mortgaged Property is situate, the true and lawful attorney of Debtor, with full power of substitution, to do any of the foregoing in the name of Debtor whenever and wherever it may be deemed necessary or expedient.

(b) Without limiting any other right of the Lender, whenever Indebtedness is immediately due and payable or the Lender has the right to declare Indebtedness to be immediately due and payable (whether or not it has so declared), the Lender may, in its sole discretion, set off against Indebtedness any and all amounts then owed to Debtor by the Lender in any capacity, whether or not due, and the Lender shall be deemed to have exercised such right to set off immediately at the time of making its decision to do so even though any charge therefor is made or entered on the Lender's records subsequent thereto.

(c) Upon Debtor's failure to perform any of its duties hereunder, the Lender may, but shall not be obligated to, perform any or all of such duties, and Debtor shall pay to the Lender, forthwith upon written demand therefor, an amount equal to the expense incurred by the Lender in so doing plus interest thereon from the date such expense is incurred until it is paid at the rate of 15% per annum.

(d) The Lender may grant extensions of time and other indulgences, take and give up security, accept compositions, compound, compromise, settle, grant releases and discharges and otherwise deal with Debtor, debtors of Debtor, sureties and others and with Collateral and other security as the Lender may see fit without prejudice to the liability of Debtor or the Lender's right to hold and realize the Security Interest. Furthermore, the Lender may demand, collect and sue on Collateral in either Debtor's or the Lender's name, at

the Lender's option, and may endorse Debtor's name on any and all cheques, commercial paper, and any other Instruments pertaining to or constituting Collateral.

(e) No delay or omission by the Lender in exercising any right or remedy hereunder or with respect to any Indebtedness shall operate as a waiver thereof or of any other right or remedy, and no single or partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any other right or remedy. Furthermore, the Lender may remedy any default by Debtor hereunder or with respect to any Indebtedness in any reasonable manner without waiving the default remedied and without waiving any other prior or subsequent default by Debtor. All rights and remedies of the Lender granted or recognized herein are cumulative and may be exercised at any time and from time to time independently or in combination.

(f) Debtor waives protest of any Instrument constituting Collateral at any time held by the Lender on which Debtor is in any way liable and, subject to Clause 13(h) hereof, notice of any other action taken by the Lender.

(g) This Security Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns. In any action brought by an assignee of this Security Agreement and the Security Interest or any part thereof to enforce any rights hereunder, Debtor shall not assert against the assignee any claim or defence which Debtor now has or hereafter may have against the Lender. If more than one Debtor executes this Security Agreement the obligations of such Debtors hereunder shall be joint and several.

(h) The Lender may provide any financial and other information it has about Debtor, the Security Interest and the Collateral to any one acquiring or who may acquire an interest in the Security Interest or the Collateral from the Lender or any one acting on behalf of the Lender.

(i) Save for any schedules which may be added hereto pursuant to the provisions hereof, no modification, variation or amendment of any provision of this Security Agreement shall be made except by a written agreement, executed by the parties hereto and no waiver of any provision hereof shall be effective unless in writing.

(j) Subject to the requirements of Clauses 13(h) and 14(k) hereof, whenever either party hereto is required or entitled to notify or direct the other or to make a demand or request upon the other, such notice, direction, demand or request shall be in writing and shall be sufficiently given, in the case of the Lender, if delivered to it or sent by prepaid registered mail addressed to it at its address herein set forth or as changed pursuant hereto, and, in the case of Debtor, if delivered to it or if sent by prepaid registered mail addressed to it at its last address known to the Lender. Either party may notify the other pursuant hereto of any change in such party's principal address to be used for the purposes hereof.

(k) This Security Agreement and the security afforded hereby is in addition to and not in substitution for any other security now or hereafter held by the Lender and is intended to be a continuing Security Agreement and shall remain in full force and effect until the Manager or Acting Manager from time to time of the place of business of the Lender mentioned in section 1(a) shall actually receive written notice of its discontinuance; and, notwithstanding such notice, shall remain in full force and effect thereafter until all Indebtedness contracted for or created before the receipt of such notice by the Lender, and any extensions or renewals thereof (whether made before or after receipt of such notice) together with interest accruing thereon after such notice, shall be paid in full.

(l) The headings used in this Security Agreement are for convenience only and are not to be considered a part of this Security Agreement and do not in any way limit or amplify the terms and provisions of this Security Agreement.

(m) When the context so requires, the singular number shall be read as if the plural were expressed and the provisions hereof shall be read with all grammatical changes necessary dependent upon the person referred to being a male, female, firm or corporation.

(n) In the event any provisions of this Security Agreement, as amended from time to time, shall be deemed invalid or void, in whole or in part, by any Court of competent jurisdiction, the remaining terms and provisions of this Security Agreement shall remain in full force and effect.

(o) Nothing herein contained shall in any way obligate the Lender to grant, continue, renew, extend time for payment of or accept anything which constitutes or would constitute indebtedness.

(p) The Security Interest created hereby is intended to attach when this Security Agreement is signed by Debtor and delivered to the Lender.

(q) Debtor acknowledges and agrees that in the event it amalgamates with any other company or companies it is the intention of the parties hereto that the term "Debtor" when used herein shall apply to each of the amalgamating companies and to the amalgamated company, such that the Security Interest granted hereby

- (i) shall extend to "Collateral" (as that term is herein defined) owned by each of the amalgamating companies and the amalgamated company at the time of amalgamation and to any "Collateral" thereafter owned or acquired by the amalgamated company, and
- (ii) shall attach to "Collateral" owned by each company amalgamating with Debtor, and by the amalgamated company, at the time of the amalgamation, and shall attach to any "Collateral" thereafter owned or acquired by the amalgamated company when such becomes owned or is acquired.

(r) This Security Agreement and the transactions evidenced hereby shall be governed by and construed in accordance with the laws of Ontario, as those laws may from time to time be in effect, including where applicable, the P.P.S.A.

#### 15. COPY OF AGREEMENT

Debtor hereby acknowledges receipt of a copy of this Security Agreement.

IN WITNESS WHEREOF Debtor has executed this Security Agreement this \_\_\_\_ day of July, 2018.

#### DUNDAS RETIREMENT PLACE INC.

Per: 

Stefanie Martino, President

"I have the authority to bind the Corporation"

**SCHEDULE "A"**

(ENCUMBRANCES AFFECTING COLLATERAL)

None

**SCHEDULE "B"**

1. Locations of Debtor's Business Operations  
33 Main Street, Dundas, Ontario
  
2. Locations of Records relating to Collateral (if different from 1. above)  
307 King Street East, Suite B, First Floor, Hamilton, Ontario
  
3. **Locations of Collateral (if different from 1. above)**

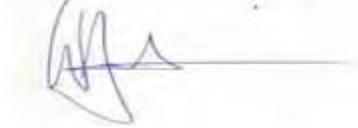
**SCHEDULE "C"**  
(DESCRIPTION OF PROPERTY)

**LOTS 8, 9, 10, REGISTRAR'S COMPILED PLAN 1401; PT LOT 11, REGISTRAR'S COMPILED PLAN 1401,  
BEING PART 1 ON 62R-14692; DUNDAS CITY OF HAMILTON**

**EXHIBIT "H"**

TO THE AFFIDAVIT OF LAURA MITCHELL

SWORN DECEMBER 10<sup>th</sup> 2020.

A handwritten signature in blue ink, consisting of several loops and a long horizontal stroke extending to the right.

---

A Commissioner, etc.

## EXHIBIT "L"

TO THE AFFIDAVIT OF TOM WILSON

SWORN OCTOBER 26, 2020.

A Commissioner, etc.

Walter P. Burych  
BURYCH LAWYERS  
204-89 Queensway West  
Mississauga, Ontario  
LSB 2V2



PERSONAL PROPERTY SECURITY REGISTRATION  
SYSTEM (ONTARIO) ENQUIRY RESULTS

Prepared for : Keyser Mason Ball, Mississauga Lawyers -  
Reference : 22972-03  
Docket : Buduchnist Credit Union  
Search ID : 780210  
Date Processed : 8/31/2020 12:29:55 PM  
Report Type : PPSA Electronic Response  
Search Conducted on : DUNDAS RETIREMENT PLACE INC.  
Search Type : Business Debtor

DISCLAIMER :

This report has been generated using data provided by the Personal Property Registration Branch, Ministry of Government Services, Government of Ontario. No liability is undertaken regarding its correctness, completeness, or the interpretation and use that are made of it.

MINISTRY OF CONSUMER AND BUSINESS SERVICES  
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
ENQUIRY RESPONSE

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE  
CENTRAL OFFICE OF THE PERSONAL PROPERTY SECURITY SYSTEM IN RESPECT  
OF THE FOLLOWING:

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: DUNDAS RETIREMENT PLACE INC.

FILE CURRENCY: August 30, 2020

RESPONSE CONTAINS: APPROXIMATELY 5 FAMILIES and 16 PAGES.

THE SEARCH RESULTS MAY INDICATE THAT THERE ARE SOME REGISTRATIONS  
WHICH SET OUT A BUSINESS DEBTOR NAME WHICH IS SIMILAR TO THE NAME  
IN WHICH YOUR ENQUIRY WAS MADE. IF YOU DETERMINE THAT THERE ARE  
OTHER SIMILAR BUSINESS DEBTOR NAMES, YOU MAY REQUEST THAT  
ADDITIONAL ENQUIRIES BE MADE AGAINST THOSE NAMES.

THE ABOVE REPORT HAS BEEN CREATED BASED ON THE DATA PROVIDED BY  
THE PERSONAL PROPERTY REGISTRATION BRANCH, MINISTRY OF CONSUMER  
AND BUSINESS SERVICES, GOVERNMENT OF ONTARIO. NO LIABILITY IS  
UNDERTAKEN REGARDING ITS CORRECTNESS, COMPLETENESS, OR THE  
INTERPRETATION AND USE THAT ARE MADE OF IT.

MINISTRY OF CONSUMER AND BUSINESS SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: DUNDAS RETIREMENT PLACE INC.

FILE CURRENCY: August 30, 2020

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 1 OF 5 ENQUIRY PAGE : 1 OF 16

SEARCH ; BD : DUNDAS RETIREMENT PLACE INC.

00 FILE NUMBER : 706639032 EXPIRY DATE : 01JUN 2022 STATUS :  
 01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :  
 REG NUM : 20150601 1718 6083 3605 REG TYP: P PPSA REG PERIOD: 7  
 02 IND DOB : IND NAME:  
 03 BUS NAME: DUNDAS RETIREMENT PLACE INC.  
 OCN :  
 04 ADDRESS : 307 KING STREET EAST  
 CITY : HAMILTON PROV: ON POSTAL CODE: L9W 1C1  
 05 IND DOB : IND NAME:  
 06 BUS NAME:  
 OCN :  
 07 ADDRESS :  
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :  
 COMMUNICATION TECHNOLOGIES CREDIT UNION LIMITED  
 09 ADDRESS : 220 YONGE STREET, SUITE 102  
 CITY : TORONTO PROV: ON POSTAL CODE: M5B 2H1  
 CONS. MV DATE OF OR NO FIXED  
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE  
 10 X X X X X  
 YEAR MAKE MODEL V.I.N.  
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 12

GENERAL COLLATERAL DESCRIPTION

13 SECURITY RELATING TO 33 MAIN STREET, DUNDAS, ONTARIO INCLUDING  
 14 GENERAL ASSIGNMENT OF LEASES AND RENTS AND SITE SPECIFIC SECURITY  
 15 AGREEMENT AND ASSIGNMENT OF MATERIAL CONTRACTS  
 16 AGENT: SIMPSONWIGLE LAW LLP (KIO)  
 17 ADDRESS : 1 HUNTER STREET EAST, P.O. BOX 990  
 CITY : HAMILTON PROV: ON POSTAL CODE: L8N 3R1

END OF FAMILY

\*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY, \*\*\*

MINISTRY OF CONSUMER AND BUSINESS SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: DUNDAS RETIREMENT PLACE INC.

FILE CURRENCY: August 30, 2020

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 2 OF 5 ENQUIRY PAGE : 2 OF 16

SEARCH : BD : DUNDAS RETIREMENT PLACE INC.

00 FILE NUMBER : 730960074 EXPIRY DATE : 17AUG 2022 STATUS :  
 01 CAUTION FILING : PAGE : 001 OF 3 MV SCHEDULE ATTACHED :  
 REG NUM : 20170817 1052 1902 3113 REG TYP: P PPSA REG PERIOD: 05  
 02 IND DOB : IND NAME:  
 03 BUS NAME: ROSSLYN RETIREMENT INC.  
 OCN :  
 04 ADDRESS : 1322 KING STREET EAST  
 CITY : HAMILTON PROV: ON POSTAL CODE: L8M 3G9  
 05 IND DOB : IND NAME:  
 06 BUS NAME: DUNDAS RETIREMENT PLACE INC.  
 OCN :  
 07 ADDRESS : 33 MAIN STREET  
 CITY : DUNDAS PROV: ON POSTAL CODE: L9H 2P7

08 SECURED PARTY/LIEN CLAIMANT ;  
 BLUE CHIP LEASING CORPORATION  
 09 ADDRESS : 156 DUNCAN MILL RD, UNIT 16  
 CITY : TORONTO PROV: ON POSTAL CODE: M3B 3N2  
 CONS. MV DATE OF OR NO FIXED  
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE  
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 YEAR MAKE MODEL V.I.N.  
 11  
 12  
 GENERAL COLLATERAL DESCRIPTION  
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 14  
 15  
 16 AGENT: AVS SYSTEMS INC.  
 17 ADDRESS : 201 - 1325 POLSON DR.  
 CITY : VERNON PROV: BC POSTAL CODE: V1T 8H2

CONTINUED

\*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. \*\*\*

MINISTRY OF CONSUMER AND BUSINESS SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: DUNDAS RETIREMENT PLACE INC.

FILE CURRENCY: August 30, 2020

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 2 OF 5 ENQUIRY PAGE : 3 OF 16

SEARCH : BD : DUNDAS RETIREMENT PLACE INC.

00 FILE NUMBER : 730960074 EXPIRY DATE : 17AUG 2022 STATUS ;  
 01 CAUTION FILING : PAGE : 002 OF 3 MV SCHEDULE ATTACHED ;  
 REG NUM : 20170817 1052 1902 3113 REG TYP: REG PERIOD:  
 02 IND DOB : 06MAY1985 IND NAME: STEFANIE L MARTINO  
 03 BUS NAME:

OCN :

04 ADDRESS : 2202-38 ELM ST

CITY : TORONTO

PROV: ON

POSTAL CODE: M5G 2K5

05 IND DOB : 06MAY1985 IND NAME: STEFANIE

MARTINO

06 BUS NAME:

OCN :

07 ADDRESS : 2202-38 ELM ST

CITY : TORONTO

PROV: ON

POSTAL CODE: M5G 2K5

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :

CITY :

PROV:

POSTAL CODE:

CONS.

MV

DATE OF OR NO FIXED

GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE

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YEAR MAKE

MODEL

V.I.N.

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GENERAL COLLATERAL DESCRIPTION

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16 AGENT:

17 ADDRESS :

CITY :

PROV:

POSTAL CODE:

CONTINUED

\*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. \*\*\*

MINISTRY OF CONSUMER AND BUSINESS SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: DUNDAS RETIREMENT PLACE INC.

FILE CURRENCY: August 30, 2020

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 2 OF 5 ENQUIRY PAGE : 4 OF 16

SEARCH : BD : DUNDAS RETIREMENT PLACE INC.

00 FILE NUMBER : 730960074 EXPIRY DATE : 17AUG 2022 STATUS :  
 01 CAUTION FILING : PAGE : 003 OF 3 MV SCHEDULE ATTACHED :  
 REG NUM : 20170817 1052 1902 3113 REG TYP: REG PERIOD:  
 02 IND DOB : 06MAY1985 IND NAME: STEFANIE MARTINO  
 03 BUS NAME:

OCN :

04 ADDRESS : 2202-38 ELM ST

CITY : TORONTO

PROV: ON

POSTAL CODE: M5G 2K5

05 IND DOB :

IND NAME:

06 BUS NAME:

OCN :

07 ADDRESS :

CITY :

PROV:

POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :

CITY :

PROV:

POSTAL CODE:

CONS.

MV

DATE OF OR NO FIXED

GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE

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YEAR MAKE

MODEL

V.I.N.

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GENERAL COLLATERAL DESCRIPTION

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14

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16 AGENT:

17 ADDRESS :

CITY :

PROV:

POSTAL CODE:

END OF FAMILY

\*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. \*\*\*

MINISTRY OF CONSUMER AND BUSINESS SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: DUNDAS RETIREMENT PLACE INC.

FILE CURRENCY: August 30, 2020

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 3 OF 5 ENQUIRY PAGE : 5 OF 16

SEARCH : BD : DUNDAS RETIREMENT PLACE INC.

00 FILE NUMBER : 734992632 EXPIRY DATE : 15DEC 2023 STATUS :  
 01 CAUTION FILING : PAGE : 01 OF 003 MV SCHEDULE ATTACHED :  
 REG NUM : 20171215 1436 8077 4771 REG TYP: P PPSA REG PERIOD: 6  
 02 IND DOB : IND NAME:  
 03 BUS NAME: DUNDAS RETIREMENT PLACE INC.  
 OCN :  
 04 ADDRESS : 41 MAIN ST  
 CITY : DUNDAS PROV: ON POSTAL CODE: L9H 2P7  
 05 IND DOB : IND NAME:  
 06 BUS NAME:  
 OCN :  
 07 ADDRESS :  
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

RCAP LEASING INC.

09 ADDRESS : 5575 NORTH SERVICE RD, STE 300

CITY : BURLINGTON PROV: ON POSTAL CODE: L7L 6M1

CONS. MV DATE OF OR NO FIXED

GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE

10 X X X X X X

YEAR MAKE MODEL V.I.N.

11

12

GENERAL COLLATERAL DESCRIPTION

13 ALL RETROFIT EQUIPMENT FROM TIME TO TIME LEASED BY THE SECURED

14 PARTY TO THE DEBTOR AS DESCRIBED ON LEASES, CONDITIONAL SALES

15 AGREEMENTS AND ANY OTHER FINANCING AGREEMENTS ENTERED INTO BETWEEN

16 AGENT; REGISTRY = RECOVERY INC.

17 ADDRESS : 1551 THE QUEENSWAY

CITY : TORONTO PROV: ON POSTAL CODE: M8Z 1T5

CONTINUED

\*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. \*\*\*

MINISTRY OF CONSUMER AND BUSINESS SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: DUNDAS RETIREMENT PLACE INC.

FILE CURRENCY: August 30, 2020

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 3 OF 5 ENQUIRY PAGE : 6 OF 16

SEARCH : BD : DUNDAS RETIREMENT PLACE INC.

00 FILE NUMBER : 734992632 EXPIRY DATE : 15DEC 2023 STATUS :  
 01 CAUTION FILING : PAGE : 02 OF 003 MV SCHEDULE ATTACHED :  
 REG NUM : 20171215 1436 8077 4771 REG TYP: REG PERIOD:  
 02 IND DOB : IND NAME:  
 03 BUS NAME:  
 OCN :  
 04 ADDRESS :  
 CITY : PROV: POSTAL CODE:  
 05 IND DOB : IND NAME:  
 06 BUS NAME:  
 OCN :  
 07 ADDRESS :  
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :  
 CITY : PROV: POSTAL CODE:  
 CONS. MV DATE OF OR NO FIXED  
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE  
 10  
 YEAR MAKE MODEL V.I.N.  
 11  
 12

GENERAL COLLATERAL DESCRIPTION

13 THE SECURED PARTY AND THE DEBTOR FROM TIME TO TIME AND ANY PROCEEDS  
 14 THEREOF, TOGETHER WITH ALL REPLACEMENT PARTS, ACCESSORIES AND  
 15 ATTACHMENTS.

16 AGENT:

17 ADDRESS :  
 CITY : PROV: POSTAL CODE:

CONTINUED

\*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. \*\*\*

MINISTRY OF CONSUMER AND BUSINESS SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: DUNDAS RETIREMENT PLACE INC.

FILE CURRENCY: August 30, 2020

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 3 OF 5 ENQUIRY PAGE : 7 OF 16

SEARCH : BD : DUNDAS RETIREMENT PLACE INC.

00 FILE NUMBER : 734992632 EXPIRY DATE : 15DEC 2023 STATUS :  
 01 CAUTION FILING : PAGE : 03 OF 003 MV SCHEDULE ATTACHED :  
 REG NUM : 20171215 1436 8077 4771 REG TYP: REG PERIOD:  
 02 IND DOB : IND NAME:  
 03 BUS NAME:  
 OCN :  
 04 ADDRESS :  
 CITY : PROV: POSTAL CODE:  
 05 IND DOB : IND NAME:  
 06 BUS NAME:  
 OCN :  
 07 ADDRESS :  
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :  
 CITY : PROV: POSTAL CODE:  
 CONS. MV DATE OF OR NO FIXED  
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE  
 10  
 YEAR MAKE MODEL V.I.N.  
 11  
 12  
 GENERAL COLLATERAL DESCRIPTION  
 13  
 14  
 15  
 16 AGENT:  
 17 ADDRESS :  
 CITY : PROV: POSTAL CODE:

END OF FAMILY

\*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. \*\*\*

MINISTRY OF CONSUMER AND BUSINESS SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: DUNDAS RETIREMENT PLACE INC.

FILE CURRENCY: August 30, 2020

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 4 OF 5 ENQUIRY PAGE : 8 OF 16

SEARCH : BD : DUNDAS RETIREMENT PLACE INC.

00 FILE NUMBER : 741995415 EXPIRY DATE : 25JUL 2025 STATUS :  
 01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :  
 REG NUM : 20180725 1725 6083 4513 REG TYP: P PPSA REG PERIOD: 7  
 02 IND DOB : IND NAME:  
 03 BUS NAME: DUNDAS RETIREMENT PLACE INC.  
 OCN :  
 04 ADDRESS : 307 KING STREET EAST, SUITE B  
 CITY : HAMILTON PROV: ON POSTAL CODE: L8N 1C1  
 05 IND DOB : IND NAME:  
 06 BUS NAME:  
 OCN :  
 07 ADDRESS :  
 CITY ; PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :  
 BUDUCHNIST CREDIT UNION LIMITED  
 09 ADDRESS : 2280 BLOOR STREET WEST  
 CITY : TORONTO PROV: ON POSTAL CODE: M6S 1N9  
 CONS. MV DATE OF OR NO FIXED  
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE  
 10 X X X X X  
 YEAR MAKE MODEL V.I.N.

11  
 12  
 GENERAL COLLATERAL DESCRIPTION

13

14

15

16 AGENT: SIMPSONWIGLE LAW LLP (KIO)

17 ADDRESS : 200-1 HUNTER STREET EAST

CITY : HAMILTON PROV: ON POSTAL CODE: L8N 3W1

END OF FAMILY

\*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. \*\*\*

MINISTRY OF CONSUMER AND BUSINESS SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: DUNDAS RETIREMENT PLACE INC.

FILE CURRENCY: August 30, 2020

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 5 OF 5 ENQUIRY PAGE : 9 OF 16

SEARCH : BD : DUNDAS RETIREMENT PLACE INC.

00 FILE NUMBER : 756043443 EXPIRY DATE : 01OCT 2022 STATUS :  
 01 CAUTION FILING : X PAGE : 001 OF 8 MV SCHEDULE ATTACHED )  
 REG NUM : 20191001 1515 6083 5459 REG TYP: P PPSA REG PERIOD: 3  
 02 IND DOB : IND NAME:  
 03 BUS NAME: DUNDAS RETIREMENT PLACE INC.  
 OCN :  
 04 ADDRESS : 33 MAIN ST  
 CITY : DUNDAS PROV: ON POSTAL CODE: L9H 2P7  
 05 IND DOB : IND NAME:  
 06 BUS NAME:  
 OCN :  
 07 ADDRESS :  
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT ;  
 ON DECK CAPITAL CANADA, ULC  
 09 ADDRESS : 901 N STUART ST, STE 700  
 CITY : ARLINGTON PROV: VA POSTAL CODE: 22203  
 CONS. MV DATE OF OR NO FIXED  
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE  
 10 X X X X X 150000 01APR2021  
 YEAR MAKE MODEL V.I.N.

11

12

GENERAL COLLATERAL DESCRIPTION

13 THE COLLATERAL INCLUDES THE FOLLOWING PROPERTY THAT DEBTOR NOW OWNS

14 OR SHALL ACQUIRE OR CREATE IMMEDIATELY UPON THE ACQUISITION OR

15 CREATION THEREOF ALL OF THE DEBTORS PRESENT AND AFTER-ACQUIRED

16 AGENT: ESC CORPORATE SERVICES LTD. (CSC) SS

17 ADDRESS : 445 KING STREET

CITY : TORONTO PROV: ON POSTAL CODE: M5V 1K4

CONTINUED

\*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. \*\*\*

MINISTRY OF CONSUMER AND BUSINESS SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: DUNDAS RETIREMENT PLACE INC.

FILE CURRENCY: August 30, 2020

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 5 OF 5 ENQUIRY PAGE : 10 OF 16

SEARCH : BD : DUNDAS RETIREMENT PLACE INC.

00 FILE NUMBER : 756043443 EXPIRY DATE : 01OCT 2022 STATUS :  
 01 CAUTION FILING : PAGE : 002 OF 8 MV SCHEDULE ATTACHED :  
 REG NUM : 20191001 1515 6083 5459 REG TYP: REG PERIOD:  
 02 IND DOB : IND NAME:  
 03 BUS NAME:  
 OCN :  
 04 ADDRESS ;  
 CITY : PROV: POSTAL CODE:  
 05 IND DOB : IND NAME:  
 06 BUS NAME:  
 OCN :  
 07 ADDRESS :  
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :  
 CITY : PROV: POSTAL CODE:  
 CONS. MV DATE OF OR NO FIXED  
 GOODS INVTRY, EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE  
 10  
 YEAR MAKE MODEL V.I.N.  
 11  
 12

GENERAL COLLATERAL DESCRIPTION

13 PERSONAL PROPERTY AND ALL PROCEEDS THEREOF AND THEREFROM INCLUDING  
 14 MONEY, CHATTEL PAPER, DOCUMENTS OF TITLE, GOODS, INSTRUMENTS,  
 15 INTANGIBLES, INVESTMENT PROPERTY AND SECURITIES, EACH AS DEFINED IN  
 16 AGENT:

17 ADDRESS ;  
 CITY : PROV: POSTAL CODE:

CONTINUED

\*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. \*\*\*

MINISTRY OF CONSUMER AND BUSINESS SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: DUNDAS RETIREMENT PLACE INC.

FILE CURRENCY: August 30, 2020

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 5 OF 5 ENQUIRY PAGE : 11 OF 16

SEARCH : BD : DUNDAS RETIREMENT PLACE INC.

00 FILE NUMBER : 756043443 EXPIRY DATE : 01OCT 2022 STATUS :  
 01 CAUTION FILING : PAGE : 003 OF 8 MV SCHEDULE ATTACHED :  
 REG NUM : 20191001 1515 6083 5459 REG TYP: REG PERIOD:  
 02 IND DOB : IND NAME:  
 03 BUS NAME:  
 OCN :  
 04 ADDRESS ;  
 CITY : PROV: POSTAL CODE:  
 05 IND DOB ; IND NAME:  
 06 BUS NAME:  
 OCN :  
 07 ADDRESS ;  
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :  
 CITY : PROV: POSTAL CODE:  
 CONS. MV DATE OF OR NO FIXED  
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE  
 10  
 YEAR MAKE MODEL V.I.N.  
 11  
 12

GENERAL COLLATERAL DESCRIPTION

13 THE PERSONAL PROPERTY SECURITY ACT. THE COLLATERAL INCLUDES ALL  
 14 ACCESSIONS, ATTACHMENTS, ACCESSORIES, PARTS, SUPPLIES AND  
 15 REPLACEMENTS FOR THE COLLATERAL, ALL PRODUCTS, PROCEEDS AND

16 AGENT:

17 ADDRESS :  
 CITY : PROV: POSTAL CODE:

CONTINUED

\*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY, \*\*\*

MINISTRY OF CONSUMER AND BUSINESS SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: DUNDAS RETIREMENT PLACE INC.

FILE CURRENCY: August 30, 2020

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 5 OF 5 ENQUIRY PAGE : 12 OF 16

SEARCH : BD : DUNDAS RETIREMENT PLACE INC.

00 FILE NUMBER : 756043443 EXPIRY DATE : 01OCT 2022 STATUS :  
 01 CAUTION FILING : PAGE : 004 OF 8 MV SCHEDULE ATTACHED :  
 REG NUM : 20191001 1515 6083 5459 REG TYP: REG PERIOD:  
 02 IND DOB : IND NAME:  
 03 BUS NAME:  
 OCN :  
 04 ADDRESS :  
 CITY : PROV: POSTAL CODE:  
 05 IND DOB : IND NAME:  
 06 BUS NAME:  
 OCN :  
 07 ADDRESS :  
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :  
 CITY : PROV: POSTAL CODE:  
 CONS. MV DATE OF OR NO FIXED  
 GOODS INVTY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE  
 10  
 YEAR MAKE MODEL V.I.N.

11  
 12  
 GENERAL COLLATERAL DESCRIPTION

13 COLLECTIONS THEREOF AND ALL RECORDS AND DATA RELATING THERETO.

14 DEBTOR HAS CONTRACTUALLY AGREED NOT TO PLEDGE, MORTGAGE, ENCUMBER OR

15 OTHERWISE PERMIT THE COLLATERAL TO BE SUBJECT TO ANY OTHER LIEN,

16 AGENT:

17 ADDRESS :

CITY : PROV: POSTAL CODE:

CONTINUED

\*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. \*\*\*

MINISTRY OF CONSUMER AND BUSINESS SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: DUNDAS RETIREMENT PLACE INC.

FILE CURRENCY: August 30, 2020

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 5 OF 5 ENQUIRY PAGE : 13 OF 16

SEARCH : BD : DUNDAS RETIREMENT PLACE INC.

00 FILE NUMBER : 756043443 EXPIRY DATE : 01OCT 2022 STATUS :  
 01 CAUTION FILING : PAGE : 005 OF 8 MV SCHEDULE ATTACHED :  
 REG NUM : 20191001 1515 6083 5459 REG TYP: REG PERIOD:  
 02 IND DOB : IND NAME:  
 03 BUS NAME:  
 OCN :  
 04 ADDRESS :  
 CITY : PROV: POSTAL CODE:  
 05 IND DOB : IND NAME:  
 06 BUS NAME:  
 OCN :  
 07 ADDRESS :  
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :  
 CITY : PROV: POSTAL CODE:  
 CONS. MV DATE OF OR NO FIXED  
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE  
 10  
 YEAR MAKE MODEL V.I.N.  
 11  
 12

GENERAL COLLATERAL DESCRIPTION

13 SECURITY INTEREST, ENCUMBRANCE OR CHARGE. ACCORDINGLY, THE  
 14 ACCEPTANCE OF ANY SECURITY INTEREST BY ANYONE OTHER THAN THE SECURED  
 15 PARTY WILL CONSTITUTE THE TORTIOUS INTERFERENCE WITH THE SECURED

16 AGENT:

17 ADDRESS :  
 CITY : PROV: POSTAL CODE:

CONTINUED

\*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. \*\*\*

MINISTRY OF CONSUMER AND BUSINESS SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: DUNDAS RETIREMENT PLACE INC.

FILE CURRENCY: August 30, 2020

LC FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 5 OF 5 ENQUIRY PAGE : 14 OF 16

SEARCH : BD : DUNDAS RETIREMENT PLACE INC.

00 FILE NUMBER : 756043443 EXPIRY DATE : 01OCT 2022 STATUS :  
 01 CAUTION FILING : PAGE : 006 OF 8 MV SCHEDULE ATTACHED :  
 REG NUM : 20191001 1515 6083 5459 REG TYP: REG PERIOD:  
 02 IND DOB : IND NAME:  
 03 BUS NAME:  
 OCN :  
 04 ADDRESS :  
 CITY : PROV: POSTAL CODE:  
 05 IND DOB : IND NAME:  
 06 BUS NAME:  
 OCN :  
 07 ADDRESS :  
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :  
 CITY : PROV: POSTAL CODE:  
 CONS. MV DATE OF OR NO FIXED  
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE  
 10  
 YEAR MAKE MODEL V.I.N.  
 11  
 12

GENERAL COLLATERAL DESCRIPTION

13 PARTYS RIGHTS. ADDITIONALLY, IF DEBTOR TAKES ADDITIONAL FINANCING  
 14 FROM A CREDIT CARD ADVANCE, CASH ADVANCE COMPANY OR AN ADDITIONAL  
 15 WORKING CAPITAL OR SIMILAR LOAN, IT SHALL BE AN EVENT OF DEFAULT

16 AGENT:

17 ADDRESS :  
 CITY : PROV: POSTAL CODE:

CONTINUED

\*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. \*\*\*

MINISTRY OF CONSUMER AND BUSINESS SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: DUNDAS RETIREMENT PLACE INC.

FILE CURRENCY: August 30, 2020

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 5 OF 5 ENQUIRY PAGE : 15 OF 16

SEARCH : BD : DUNDAS RETIREMENT PLACE INC.

00 FILE NUMBER : 756043443 EXPIRY DATE : 01OCT 2022 STATUS :  
 01 CAUTION FILING : PAGE : 007 OF 8 MV SCHEDULE ATTACHED ;  
 REG NUM : 20191001 1515 6083 5459 REG TYP: REG PERIOD:  
 02 IND DOB : IND NAME:  
 03 BUS NAME:  
 OCN :  
 04 ADDRESS :  
 CITY : PROV: POSTAL CODE:  
 05 IND DOB : IND NAME:  
 06 BUS NAME:  
 OCN :  
 07 ADDRESS :  
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :  
 CITY : PROV: POSTAL CODE:  
 CONS. MV DATE OF OR NO FIXED  
 GOODS INVTRY, EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE  
 10  
 YEAR MAKE MODEL V.I.N.  
 11  
 12

GENERAL COLLATERAL DESCRIPTION

13 PURSUANT TO DEBTORS AGREEMENT WITH THE SECURED PARTY AND LIKEWISE  
 14 CONSTITUTE TORTIOUS INTERFERENCE WITH THE SECURED PARTYS RIGHTS. IN  
 15 THE EVENT THAT ANY ENTITY IS GRANTED A SECURITY INTEREST IN THE

16 AGENT:

17 ADDRESS :  
 CITY : PROV: POSTAL CODE:

CONTINUED

\*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. \*\*\*

MINISTRY OF CONSUMER AND BUSINESS SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: DUNDAS RETIREMENT PLACE INC.

FILE CURRENCY: August 30, 2020

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 5 OF 5 ENQUIRY PAGE : 16 OF 16

SEARCH : BD : DUNDAS RETIREMENT PLACE INC.

00 FILE NUMBER : 756043443 EXPIRY DATE : 01OCT 2022 STATUS :  
 01 CAUTION FILING : PAGE : 008 OF 8 MV SCHEDULE ATTACHED :  
 REG NUM : 20191001 1515 6083 5459 REG TYP: REG PERIOD:  
 02 IND DOB : IND NAME:  
 03 BUS NAME:  
 OCN :  
 04 ADDRESS :  
 CITY : PROV: POSTAL CODE:  
 05 IND DOB : IND NAME:  
 06 BUS NAME:  
 OCN :  
 07 ADDRESS :  
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :  
 CITY : PROV: POSTAL CODE:  
 CONS. MV DATE OF OR NO FIXED  
 GOODS INVTRY. EQUIP ACCTS OTHER INCL. AMOUNT MATURITY MAT DATE  
 10  
 YEAR MAKE MODEL V.I.N.  
 11  
 12

GENERAL COLLATERAL DESCRIPTION

13 COLLATERAL CONTRARY TO THE ABOVE OR TAKES AN ACTION CAUSING AN EVENT  
 14 OF DEFAULT, THE SECURED PARTY ASSERTS A CLAIM TO ANY PROCEEDS  
 15 THEREOF RECEIVED BY SUCH ENTITY,

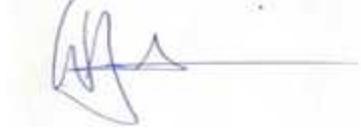
16 AGENT:  
 17 ADDRESS :  
 CITY : PROV: POSTAL CODE:  
 LAST SCREEN

\*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY, \*\*\*

**EXHIBIT "I"**

TO THE AFFIDAVIT OF LAURA MITCHELL

SWORN DECEMBER 10<sup>th</sup> 2020.

A handwritten signature in blue ink, consisting of a stylized initial 'L' followed by a horizontal line extending to the right.

---

A Commissioner, etc.

EXHIBIT "M"

TO THE AFFIDAVIT OF TOM WILSON  
SWORN OCTOBER 26, 2020.

~~\_\_\_\_\_~~  
A Commissioner, etc.

Walter P. Borych  
BURYCH LAWYERS  
204-89 Queensway West  
Mississauga, Ontario  
LSB 2V2

**PROMISSORY NOTE  
TERM LOAN – FIXED RATE**

Principal: Cdn. \$1,500,000.00

Dated: May 31, 2018

FOR VALUE RECEIVED, Maple Retirement Homes Inc. (hereinafter the "**Borrower**"), hereby acknowledges itself indebted to and promises to pay to or to the order of Buduchrist Credit Union Limited (the "**Lender**") in accordance with the provisions contained herein at the Lender's office at 2280 Bloor Street West, Toronto, Ontario M8S 1N9 or at such other place as the Lender may from time to time designate by notice in writing to the Borrower, the principal amount of **ONE MILLION, FIVE HUNDRED THOUSAND DOLLARS** (\$1,500,000.00) in lawful money of Canada (the "**Principal Amount**"), together with interest as provided for in this Promissory Note.

**1. INTEREST RATE**

The Borrower shall pay interest on the Principal Sum, or such portion of the Principal Amount as may be outstanding from time to time, at Five percent (5.00%) per annum (the "**Interest Rate**") calculated semi-annually and payable monthly on the unpaid balance of the Principal Sum, before as well as after maturity, default and judgment with interest on overdue interest at the same rate as on the Principal Sum.

**2. BLENDED PRINCIPAL AND INTEREST PAYMENTS**

The Borrower shall make blended payments of principal and interest based on interest on the Principal Amount, calculated at the Interest Rate as aforesaid from and including the date of this Promissory Note amortized for a period of twenty-five (25) years, which shall be due and payable in arrears on the last day of each and every calendar month in equal monthly blended payments, with the first such monthly payment to be due on or before June 30, 2018 in the amount of Eight Thousand, Seven Hundred and Twenty-Five Dollars (\$8,725.00), and the balance of the Principal Sum due and payable on May 31, 2023 (the "**Due Date**").

**3. COLLATERAL TO COMMITMENT LETTER**

This Promissory Note evidences borrowing under, and is collateral and subject to the terms of a commercial credit facility commitment letter between, *inter alia*, the Borrower and the Lender dated April 30, 2018 (the "**Commitment Letter**"). Default under the Commitment Letter shall constitute default under this Promissory Note and default under this Promissory Note shall constitute default under the Commitment Letter.

**4. PREPAYMENT**

- (a) The Borrower may prepay each calendar year without notice, bonus or penalty up to twenty (20%) per cent of the Principal Amount, provided (i) the Borrower is not in default of any of the terms or conditions of the Commitment Letter, (ii) any such prepayment is in an amount not less than \$1,000.00 and is made on a regular payment date, and (iii) the Borrower may not prepay on more than three (3) occasions during a calendar year. This prepayment privilege is not cumulative from year to year. If this

prepayment privilege is not used in one year, it cannot be carried forward and used in a later year. This prepayment privilege does not apply in any calendar year, if the Borrower, in the same calendar year, prepays the Principal Amount in full prior to maturity of the credit facility provided for in the Commitment Letter, even if the Borrower has not yet used this prepayment privilege in that calendar year. This prepayment privilege cannot be used in combination with the prepayment privilege contained in subsection (b);

- (b) The Borrower may prepay at any time all or any part of the Principal Amount on payment of an amount equal to the greater of: a) three (3) months' interest on the Principal Amount being prepaid at the Interest Rate, and b) the amount of interest determined pursuant to the following calculation (the "**Interest Rate Differential Calculation**"): the Principal Amount being prepaid multiplied by the difference between the Interest Rate at the time of such prepayment (the "**Fixed Interest Rate**") and the Lender's then current non-discounted posted rate of interest for the credit facility of the same type having a term to maturity that is closest to the remaining term to the maturity date of the Promissory Note at the time of prepayment (the "**Similar Mortgage Interest Rate**", for the remaining term of the Promissory Note. The Interest Rate Differential Calculation will only be applied when the Fixed Interest Rate is higher than the Similar Mortgage Interest Rate. When the Borrower makes a prepayment under this subsection (b) of the Principal Amount, any portion of the amount the Borrower is still entitled to prepay, or which has been prepaid in the same calendar year under subsection (a) will not be deducted from the Principal Amount when the three (3) months' interest and the interest owing pursuant to the Interest Rate Differential Calculation is determined.

If the Borrower makes a partial payment of the Principal Amount, the Borrower must continue to make the regular payments on the payments dates until the Principal Amount is paid in full. No other right of prepayment is available. The Borrower shall have no right of premature repayment except as provided above. The Borrower agrees that any right of prepayment available pursuant to the provisions of any present or future law (including rights under section 10 of the *Interest Act* (Canada) and any similar provincial law) will not apply to this Promissory Note and the Borrower hereby waives any such right.

## 5. DEFAULT

The Principal Sum, together with accrued interest thereon at the Interest Rate, shall, at the option of the Lender, forthwith become due and payable in accordance with the terms and conditions of the Commitment Letter upon the occurrence of any of the events of default described in the Commitment Letter.

## 6. COLLECTION EXPENSES

The Borrower promises to pay all reasonable costs and expenses incurred by the Lender in collecting any amount due under this Promissory Note and in enforcing its rights hereunder and under any security granted or issued to the Lender by the Borrower, including, without limitation, the fees and disbursements of counsel to the Lender on a substantial indemnity basis (the "**Collection Costs**"). Any Collection Costs that are not paid immediately by the Borrower shall be added to the Principal Sum and shall bear interest at the Interest Rate.

7. **WAIVER OF PRESENTMENT FOR PAYMENT, ETC.**

The Borrower hereby waives demand and presentment for payment, notice of non-payment, protest and notice of protest of this Promissory Note and waives any defences based upon indulgences which may be granted by the Lender to any party liable hereunder.

8. **GENERAL PROVISIONS**

The extension of the time for making any payment which is due and payable hereunder at any time or times or the failure, delay or omission on the part of the Lender to exercise or enforce any rights or remedies which it may have hereunder or under any instrument securing payment of the indebtedness hereunder shall not constitute a waiver of the right of the Lender to enforce such rights and remedies. This Promissory Note shall be binding upon the successors and permitted assigns of the Borrower. Time is expressly made of the essence with respect to each and every term and provision of this Promissory Note. This Promissory Note shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

**MAPLE RETIREMENT HOMES INC.**

Per: 

Name: Stefanie Laura Martino

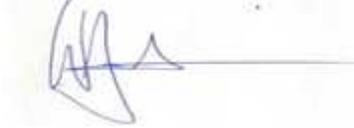
Title: President

"I have authority to bind the Corporation"

**EXHIBIT "J"**

TO THE AFFIDAVIT OF LAURA MITCHELL

SWORN DECEMBER 10<sup>th</sup> 2020.

A handwritten signature in blue ink, consisting of stylized initials followed by a horizontal line.

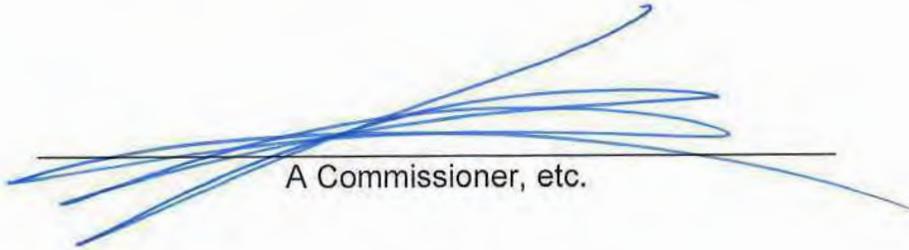
---

A Commissioner, etc.

EXHIBIT "R"

TO THE AFFIDAVIT OF TOM WILSON

SWORN OCTOBER 26, 2020.



A Commissioner, etc.

Walter P. Burych  
BURYCH LAWYERS  
204-89 Queensway West  
Mississauga, Ontario  
LSB 2V2



PERSONAL PROPERTY SECURITY REGISTRATION  
SYSTEM (ONTARIO) ENQUIRY RESULTS

Prepared for : Keyser Mason Ball, Mississauga Lawyers -  
Reference : 22972-03  
Docket : Buduchnist Credit Union  
Search ID : 780211  
Date Processed : 8/31/2020 12:30:55 PM  
Report Type : PPSA Electronic Response  
Search Conducted on : MAPLE RETIREMENT HOMES INC.  
Search Type : Business Debtor

DISCLAIMER :

This report has been generated using data provided by the Personal Property Registration Branch, Ministry of Government Services, Government of Ontario. No liability is undertaken regarding its correctness, completeness, or the interpretation and use that are made of it.

MINISTRY OF CONSUMER AND BUSINESS SERVICES  
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
ENQUIRY RESPONSE

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE  
CENTRAL OFFICE OF THE PERSONAL PROPERTY SECURITY SYSTEM IN RESPECT  
OF THE FOLLOWING:

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: MAPLE RETIREMENT HOMES INC.

FILE CURRENCY: August 30, 2020

RESPONSE CONTAINS: APPROXIMATELY 1 FAMILIES and 1 PAGES.

THE SEARCH RESULTS MAY INDICATE THAT THERE ARE SOME REGISTRATIONS  
WHICH SET OUT A BUSINESS DEBTOR NAME WHICH IS SIMILAR TO THE NAME  
IN WHICH YOUR ENQUIRY WAS MADE. IF YOU DETERMINE THAT THERE ARE  
OTHER SIMILAR BUSINESS DEBTOR NAMES, YOU MAY REQUEST THAT  
ADDITIONAL ENQUIRIES BE MADE AGAINST THOSE NAMES.

THE ABOVE REPORT HAS BEEN CREATED BASED ON THE DATA PROVIDED BY  
THE PERSONAL PROPERTY REGISTRATION BRANCH, MINISTRY OF CONSUMER  
AND BUSINESS SERVICES, GOVERNMENT OF ONTARIO. NO LIABILITY IS  
UNDERTAKEN REGARDING ITS CORRECTNESS, COMPLETENESS, OR THE  
INTERPRETATION AND USE THAT ARE MADE OF IT.

MINISTRY OF CONSUMER AND BUSINESS SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: MAPLE RETIREMENT HOMES INC.

FILE CURRENCY: August 30, 2020

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 1 OF 1 ENQUIRY PAGE : 1 OF 1

SEARCH : BD : MAPLE RETIREMENT HOMES INC.

00 FILE NUMBER : 739764135 EXPIRY DATE : 25MAY 2025 STATUS :  
 01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :  
 REG NUM : 20180525 1616 6083 2823 REG TYP: P PPSA REG PERIOD: 7  
 02 IND DOB : IND NAME:  
 03 BUS NAME: MAPLE RETIREMENT HOMES INC,  
 OCN :  
 04 ADDRESS : 307 KING STREET EAST, SUITE A  
 CITY : HAMILTON PROV: ON POSTAL CODE: L8N 1C1  
 05 IND DOB : IND NAME:  
 06 BUS NAME: MAPLE RETIREMENT HOMES INC.  
 OCN :  
 07 ADDRESS : 120 KING STREET WEST, SUITE 730  
 CITY : HAMILTON PROV: ON POSTAL CODE: L8P 4V2

08 SECURED PARTY/LIEN CLAIMANT :  
 BUDUCHNIST CREDIT UNION LIMITED  
 09 ADDRESS : 2280 BLOOR STREET WEST  
 CITY : TORONTO PROV: ON POSTAL CODE: M6S 1N9  
 CONS. MV DATE OF OR NO FIXED  
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE  
 10 X X X X X  
 YEAR MAKE MODEL V.I.N.

11

12

GENERAL COLLATERAL DESCRIPTION

13 GENERAL ASSIGNMENT OF RENTS AND LEASES AND SITE SPECIFIC SECURITY  
 14 AGREEMENT WITH RESPECT TO 1605 MAIN STREET EAST, HAMILTON, ONTARIO.  
 15

16 AGENT: SIMPSONWIGLE LAW LLP (KIO)

17 ADDRESS : 200-1 HUNTER STREET EAST

CITY : HAMILTON PROV: ON POSTAL CODE: L8N 3W1

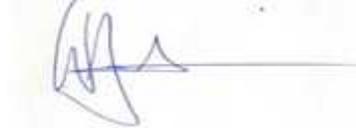
LAST SCREEN

\*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. \*\*\*

**EXHIBIT "K"**

TO THE AFFIDAVIT OF LAURA MITCHELL

SWORN DECEMBER 10<sup>th</sup> 2020.

A handwritten signature in blue ink, consisting of a stylized initial 'L' followed by a horizontal line extending to the right.

---

A Commissioner, etc.

EXHIBIT "S"

TO THE AFFIDAVIT OF TOM WILSON  
SWORN OCTOBER 24, 2020.

  
A Commissioner, etc.

Walter P. Burych  
BURYCH LAWYERS  
204-89 Queensway West  
Mississauga, Ontario  
LSB 2V2

**PROMISSORY NOTE  
TERM LOAN – FIXED RATE**

Principal: Cdn. \$3,615,000.00

Dated: July 27, 2018

FOR VALUE RECEIVED, 1059244 Ontario Inc. (hereinafter the "Borrower"), hereby acknowledges itself indebted to and promises to pay to or to the order of Buduchnist Credit Union Limited (the "Lender") in accordance with the provisions contained herein at the Lender's office at 2280 Bloor Street West, Toronto, Ontario M6S 1N9 or at such other place as the Lender may from time to time designate by notice in writing to the Borrower, the principal amount of **Three Million, Six Hundred and Fifteen Thousand DOLLARS** (\$3,615,000.00) in lawful money of Canada (the "Principal Amount"), together with interest as provided for in this Promissory Note.

**1. INTEREST RATE**

The Borrower shall pay interest on the Principal Sum, or such portion of the Principal Amount as may be outstanding from time to time, at four point six nine percent (4.69%) per annum (the "Interest Rate") calculated semi-annually and payable monthly on the unpaid balance of the Principal Sum, before as well as after maturity, default and judgment with interest on overdue interest at the same rate as on the Principal Sum.

**2. BLENDED PRINCIPAL AND INTEREST PAYMENTS**

The Borrower shall make blended payments of principal and interest based on interest on the Principal Amount, calculated at the Interest Rate as aforesaid from and including the date of this Promissory Note amortized for a period of twenty (20) years, which shall be due and payable in arrears on the 10<sup>th</sup> day of each and every calendar month in equal monthly blended payments, with the first such monthly payment to be due on or before August 10, 2018 in the amount of Twenty-Three Thousand, One Hundred and Fifty-Four Dollars (\$23,154.00), and the balance of the Principal Sum due and payable on August 10, 2023 (the "Due Date").

**3. COLLATERAL TO COMMITMENT LETTER**

This Promissory Note evidences borrowing under, and is collateral and subject to the terms of a commercial credit facility commitment letter between, *inter alia*, the Borrower and the Lender dated July 6, 2018 (the "Commitment Letter"). Default under the Commitment Letter shall constitute default under this Promissory Note and default under this Promissory Note shall constitute default under the Commitment Letter.

**4. PREPAYMENT**

The Borrower may prepay in each twelve (12) month period in the term of the loan without notice, bonus or penalty up to twenty (20%) per cent of the original Principal Amount, provided (i) the Borrower is not in default of any of the terms or conditions of the Commitment Letter and (ii) any such prepayment is made on a regular payment date. This prepayment privilege is not cumulative from year to year. If this prepayment privilege is not used in any twelve (12) month period, it cannot be carried forward and used in a later twelve (12) month period.

- 2 -

In addition to any other prepayment privileges, the Borrower may when not in default, prepay the unpaid principal balance of the loan in whole or in part, without notice, upon payment of the amount equal to the greater of the following:

- a) Three months interest at the rate specified; or
- b) The amount, if any, by which the interest rate specified exceeds interest at the current interest rate, calculated on the amount prepaid by the Borrower, for the remaining term of the loan. The current reinvestment rate is equivalent to the rate at which the Lender would lend to the Borrower on the security of a similar charge of the property for a term beginning on the date of the prepayment and ending on the balance due date of the charge.

#### 5. DEFAULT

The Principal Sum, together with accrued interest thereon at the Interest Rate, shall, at the option of the Lender, forthwith become due and payable in accordance with the terms and conditions of the Commitment Letter upon the occurrence of any of the events of default described in the Commitment Letter.

#### 6. COLLECTION EXPENSES

The Borrower promises to pay all reasonable costs and expenses incurred by the Lender in collecting any amount due under this Promissory Note and in enforcing its rights hereunder and under any security granted or issued to the Lender by the Borrower, including, without limitation, the fees and disbursements of counsel to the Lender on a substantial indemnity basis (the "Collection Costs"). Any Collection Costs that are not paid immediately by the Borrower shall be added to the Principal Sum and shall bear interest at the Interest Rate.

#### 7. WAIVER OF PRESENTMENT FOR PAYMENT, ETC.

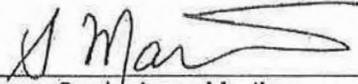
The Borrower hereby waives demand and presentment for payment, notice of non-payment, protest and notice of protest of this Promissory Note and waives any defences based upon indulgences which may be granted by the Lender to any party liable hereunder.

#### 8. GENERAL PROVISIONS

The extension of the time for making any payment which is due and payable hereunder at any time or times or the failure, delay or omission on the part of the Lender to exercise or enforce any rights or remedies which it may have hereunder or under any instrument securing payment of the indebtedness hereunder shall not constitute a waiver of the right of the Lender to enforce such rights and remedies. This Promissory Note shall be binding upon the successors and permitted assigns of the Borrower. Time is expressly made of the essence with respect to each and every term and provision of this Promissory Note. This Promissory Note shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

- 3 -

**1059244 ONTARIO INC.**

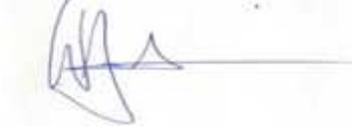
Per:   
Name: Sophi-Anne Martino  
Title: President

"I have authority to bind the Corporation"

**EXHIBIT "L"**

TO THE AFFIDAVIT OF LAURA MITCHELL

SWORN DECEMBER 10<sup>th</sup> 2020.

A handwritten signature in blue ink, consisting of a stylized initial 'L' followed by a horizontal line extending to the right.

---

A Commissioner, etc.

EXHIBIT "X"

TO THE AFFIDAVIT OF TOM WILSON

SWORN OCTOBER 26, 2020.

~~\_\_\_\_\_~~

A Commissioner, etc.

Walter P. Burych  
BURYCH LAWYERS  
204-89 Queensway West  
Mississauga, Ontario  
LSB 2V2



PERSONAL PROPERTY SECURITY REGISTRATION  
SYSTEM (ONTARIO) ENQUIRY RESULTS

Prepared for : Keyser Mason Ball, Mississauga Lawyers -  
Reference : 22972-03  
Search ID : 780209  
Date Processed : 8/31/2020 12:28:25 PM  
Report Type : PPSA Electronic Response  
Search Conducted on : 1059244 ONTARIO INC.  
Search Type : Business Debtor

DISCLAIMER :

This report has been generated using data provided by the Personal Property Registration Branch, Ministry of Government Services, Government of Ontario. No liability is undertaken regarding its correctness, completeness, or the interpretation and use that are made of it.

MINISTRY OF CONSUMER AND BUSINESS SERVICES  
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
ENQUIRY RESPONSE

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE  
CENTRAL OFFICE OF THE PERSONAL PROPERTY SECURITY SYSTEM IN RESPECT  
OF THE FOLLOWING:

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: 1059244 ONTARIO INC.

FILE CURRENCY: August 30, 2020

RESPONSE CONTAINS: APPROXIMATELY 4 FAMILIES and 5 PAGES.

THE SEARCH RESULTS MAY INDICATE THAT THERE ARE SOME REGISTRATIONS  
WHICH SET OUT A BUSINESS DEBTOR NAME WHICH IS SIMILAR TO THE NAME  
IN WHICH YOUR ENQUIRY WAS MADE. IF YOU DETERMINE THAT THERE ARE  
OTHER SIMILAR BUSINESS DEBTOR NAMES, YOU MAY REQUEST THAT  
ADDITIONAL ENQUIRIES BE MADE AGAINST THOSE NAMES.

THE ABOVE REPORT HAS BEEN CREATED BASED ON THE DATA PROVIDED BY  
THE PERSONAL PROPERTY REGISTRATION BRANCH, MINISTRY OF CONSUMER  
AND BUSINESS SERVICES, GOVERNMENT OF ONTARIO. NO LIABILITY IS  
UNDERTAKEN REGARDING ITS CORRECTNESS, COMPLETENESS, OR THE  
INTERPRETATION AND USE THAT ARE MADE OF IT.

MINISTRY OF CONSUMER AND BUSINESS SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: 1059244 ONTARIO INC.

FILE CURRENCY: August 30, 2020

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 1 OF 4 ENQUIRY PAGE : 1 OF 5

SEARCH : BD : 1059244 ONTARIO INC.

00 FILE NUMBER : 711774342 EXPIRY DATE : 13NOV 2020 STATUS :  
 01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :  
 REG NUM : 20151113 1605 6083 7512 REG TYP: E PPSA REG PERIOD: 5  
 02 IND DOB : IND NAME:  
 03 BUS NAME: 1059244 ONTARIO INC.  
 OCN :  
 04 ADDRESS : 307 KING STREET EAST  
 CITY : HAMILTON PROV: ON POSTAL CODE: L8N 1C1  
 05 IND DOB : IND NAME:  
 06 BUS NAME:  
 OCN :  
 07 ADDRESS :  
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT ;  
 COMMUNICATION TECHNOLOGIES CREDIT UNION LIMITED  
 09 ADDRESS : 220 YONGE STREET, SUITE 102  
 CITY : TORONTO PROV: ON POSTAL CODE: M5B 2H1  
 CONS. MV DATE OF OR NO FIXED  
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE  
 10 X X X X X  
 YEAR MAKE MODEL V.I.N.  
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GENERAL COLLATERAL DESCRIPTION  
 13 GENERAL ASSIGNMENT OF LEASES AND RENTS, SITE SPECIFIC SECURITY  
 14 AGREEMENT AND ASSIGNMENT OF MATERIAL CONTRACTS AND OTHER RIGHTS ALL  
 15 IN RESPECT OF 19 AIKMAN AVENUE, HAMILTON, ONTARIO  
 16 AGENT: SIMPSONWIGLE LAW LLP (KIO)  
 17 ADDRESS : 1 HUNTER STREET EAST, P.O. BOX 990  
 CITY : HAMILTON PROV: ON POSTAL CODE: L8N 3R1

END OF FAMILY

\*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. \*\*\*

MINISTRY OF CONSUMER AND BUSINESS SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: 1059244 ONTARIO INC.

FILE CURRENCY: August 30, 2020

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 2 OF 4 ENQUIRY PAGE : 2 OF 5

SEARCH : BD : 1059244 ONTARIO INC.

00 FILE NUMBER : 741944979 EXPIRY DATE : 24JUL 2025 STATUS :  
 01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :  
 REG NUM : 20180724 1827 6083 4476 REG TYP: P PPSA REG PERIOD: 7  
 02 IND DOB : IND NAME:  
 03 BUS NAME: 1059244 ONTARIO INC.  
 OCN :  
 04 ADDRESS : 307 KING STREET EAST, SUITE B  
 CITY : HAMILTON PROV: ON POSTAL CODE: L8N 1C1  
 05 IND DOB : IND NAME:  
 06 BUS NAME:  
 OCN :  
 07 ADDRESS :  
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :  
 BUDUCHNIST CREDIT UNION LIMITED  
 09 ADDRESS : 2280 BLOOR STREET WEST  
 CITY : TORONTO PROV: ON POSTAL CODE: M6S 1N9  
 CONS. MV DATE OF OR NO FIXED  
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE  
 10 X X X X X  
 YEAR MAKE MODEL V.I.N.

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 12  
 13 GENERAL COLLATERAL DESCRIPTION  
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16 AGENT: SIMPSONWIGLE LAW LLP (KIO)  
 17 ADDRESS : 200-1 HUNTER STREET EAST  
 CITY : HAMILTON PROV: ON POSTAL CODE: L8N 3W1

END OF FAMILY

\*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. \*\*\*

MINISTRY OF CONSUMER AND BUSINESS SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: 1059244 ONTARIO INC.

FILE CURRENCY: August 30, 2020

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 3 OF 4 ENQUIRY PAGE : 3 OF 5

SEARCH : BD : 1059244 ONTARIO INC.

00 FILE NUMBER : 743186421 EXPIRY DATE : 29AUG 2023 STATUS :  
 01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :  
 REG NUM : 20180829 1152 1902 1560 REG TYP: P PPSA REG PERIOD: 05  
 02 IND DOB : IND NAME:  
 03 BUS NAME: 1059244 ONTARIO INC  
 OCN :  
 04 ADDRESS : 19 AIKMAN AVE  
 CITY : HAMILTON PROV: ON POSTAL CODE: L8M 1P6  
 05 IND DOB : IND NAME:  
 06 BUS NAME: NORTHVIEW SENIORS RESIDENCE  
 OCN :  
 07 ADDRESS : 19 AIKMAN AVE  
 CITY : HAMILTON PROV: ON POSTAL CODE: L8M 1P6

08 SECURED PARTY/LIEN CLAIMANT ;  
 BLUE CHIP LEASING CORPORATION  
 09 ADDRESS : 156 DUNCAN MILL RD, UNIT 16  
 CITY : TORONTO PROV: ON POSTAL CODE: M3B 3N2  
 CONS. MV DATE OF OR NO FIXED  
 GOODS INVTRY, EQUIP ACCTS OTHER INCL. AMOUNT MATURITY MAT DATE  
 10 X X  
 YEAR MAKE MODEL V.I.N.  
 11  
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GENERAL COLLATERAL DESCRIPTION

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16 AGENT: AVS SYSTEMS INC.

17 ADDRESS : 201 - 1325 POLSON DR.

CITY : VERNON PROV: BC POSTAL CODE: V1T 8H2

END OF FAMILY

\*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. \*\*\*

MINISTRY OF CONSUMER AND BUSINESS SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE.

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: 1059244 ONTARIO INC.

FILE CURRENCY: August 30, 2020

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 4 OF 4 ENQUIRY PAGE : 4 OF 5

SEARCH : BD : 1059244 ONTARIO INC.

00 FILE NUMBER : 756223164 EXPIRY DATE : 04OCT 2024 STATUS :  
 01 CAUTION FILING : PAGE : 001 OF 2 MV SCHEDULE ATTACHED ;  
 REG NUM : 20191004 1833 6083 5601 REG TYP: P PPSA REG PERIOD: 5  
 02 IND DOB : IND NAME:  
 03 BUS NAME: 1059244 ONTARIO INC.  
 OCN :  
 04 ADDRESS : 19 AIKMAN AVENUE  
 CITY : HAMILTON PROV: ON POSTAL CODE: L8M 1P6  
 05 IND DOB : IND NAME:  
 06 BUS NAME: NORTHVIEW RETIREMENT RESIDENCE  
 OCN :  
 07 ADDRESS : 19 AIKMAN AVENUE  
 CITY : HAMILTON PROV: ON POSTAL CODE: L8M 1P6

08 SECURED PARTY/LIEN CLAIMANT :  
 PREMIUM CAPITAL GROUP, INC.  
 09 ADDRESS : 5852B FARINGDON PLACE  
 CITY : RALEIGH PROV: NC POSTAL CODE: 27609  
 CONS. MV DATE OF OR NO FIXED  
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE  
 10 X  
 YEAR MAKE MODEL V.I.N.  
 11  
 12

GENERAL COLLATERAL DESCRIPTION  
 13 DEBTOR'S PERSONAL PROPERTY THAT IS NOW OWNED OR HEREAFTER ACQUIRED,  
 14 WHEREVER LOCATED, INCLUDING WITHOUT LIMITATION, ACCOUNTS, ACCOUNTS  
 15 RECEIVABLES, INSTRUMENTS, FIXTURES, EQUIPMENT, INVENTORY,  
 16 AGENT: ESC CORPORATE SERVICES LTD. (CSC) SS  
 17 ADDRESS : 445 KING STREET  
 CITY : TORONTO PROV: ON POSTAL CODE: M5V 1K4

CONTINUED

\*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. \*\*\*

MINISTRY OF CONSUMER AND BUSINESS SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: 1059244 ONTARIO INC.

FILE CURRENCY: August 30, 2020

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 4 OF 4 ENQUIRY PAGE : 5 OF 5

SEARCH : BD : 1059244 ONTARIO INC.

00 FILE NUMBER : 756223164 EXPIRY DATE : 04OCT 2024 STATUS :  
 01 CAUTION FILING : PAGE : 002 OF 2 MV SCHEDULE ATTACHED ;  
 REG NUM : 20191004 1833 6083 5601 REG TYP: REG PERIOD:  
 02 IND DOB : IND NAME:  
 03 BUS NAME:  
 OCN :  
 04 ADDRESS :  
 CITY : PROV: POSTAL CODE:  
 05 IND DOB : IND NAME:  
 06 BUS NAME:  
 OCN :  
 07 ADDRESS :  
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :  
 CITY : PROV: POSTAL CODE:  
 CONS. MV DATE OF OR NO FIXED  
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE  
 10  
 YEAR MAKE MODEL V.I.N.  
 11  
 12

GENERAL COLLATERAL DESCRIPTION

13 INTELLECTUAL PROPERTY, AND THE PROCEEDS AND PRODUCTS OF THE  
 14 FOREGOING. DEBTOR SHALL NOT GRANT ANY ADDITIONAL SECURITY INTEREST  
 15 IN THIS COLLATERAL WITHOUT SECURED PARTY WRITTEN AUTHORIZATION.

16 AGENT:

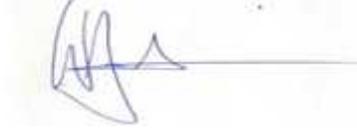
17 ADDRESS :  
 CITY : PROV: POSTAL CODE:  
 LAST SCREEN

\*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. \*\*\*

**EXHIBIT "M"**

TO THE AFFIDAVIT OF LAURA MITCHELL

SWORN DECEMBER 10<sup>th</sup> 2020.

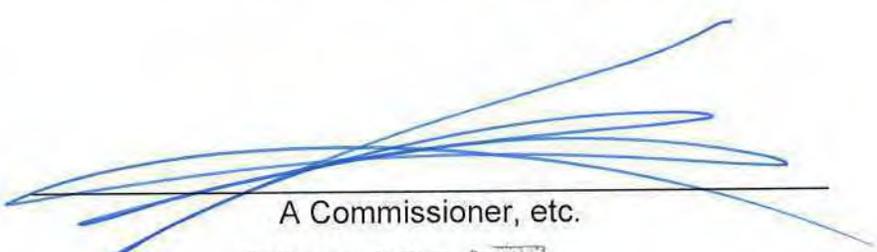
A handwritten signature in blue ink, consisting of a stylized initial 'M' followed by a horizontal line extending to the right.

---

A Commissioner, etc.

## EXHIBIT "Y"

TO THE AFFIDAVIT OF TOM WILSON

SWORN OCTOBER 26, 2020.

---

A Commissioner, etc.

Walter P. Burych  
BURYCH LAWYERS  
204-89 Queensway West  
Mississauga, Ontario  
LSB 2V2



Wojtek Jaskiewicz  
905.276.0424  
wjaskiewicz@kmblaw.com

3 ROBERT SPECK PARKWAY  
SUITE 900  
MISSISSAUGA, ONTARIO  
CANADA L4Z 2G5  
TELEPHONE: 905.276.9111  
FACSIMILE: 905.276.2298  
WEBSITE: KMBLAW.COM

September 8, 2020

**Delivered by Registered Mail**

Aikman Holdings Inc.  
307 King Street East,  
Suite B, Second Floor,  
Hamilton, Ontario L8N 1C1

Sophi-Anne Martino  
307 King Street East,  
Suite B, Second Floor,  
Hamilton, Ontario L8N 1C1

Dear Sirs/Madams:

**Re: Buduchnist Credit Union Limited  
Matter #: 25423-01**

We are the solicitors for Buduchnist Credit Union Limited ("BCU").

1059244 Ontario Inc. (the "Debtor") is indebted to BCU pursuant to Commitment Letter dated July 6, 2018, and an Amending Agreement dated July 23, 2018, between the Debtor, Aikman Holdings Inc., Sophi-Anne Martino and BCU and a Promissory Note dated July 27, 2018, executed by the Debtor in favour of BCU (together, the "Loan Documents").

The Debtor's obligations to BCU are secured by, among other instruments (collectively the "Security"):

- a) a charge/mortgage registered as WE1298847 in the Wentworth Land Registry Office (No. 62) against title to the property known municipally as 19 Aikman Avenue, Hamilton, Ontario on July 27, 2018;
- b) a General Assignment of Leases and Rents executed by the Debtor on July 26, 2018, in favour of BCU and registered as WE1298848 against title to the Property on July 27, 2018;
- c) a Security Agreement executed by the Debtor in favour of the BCU and perfected by registration under the *Personal Property Security Act* (Ontario) as Registration No. 20180714 1827 6083 4476 in File No. 741944979 against the collateral descriptions "Inventory", "Equipment", "Accounts", "Other" and "Motor Vehicle"; and
- d) an Assignment of Material Contracts and Other Rights executed by the Debtor in favour of BCU.



Page 2

Pursuant to guarantees dated July 26, 2018, Aikman Holdings Inc. and Sophie-Anne Martino (together the "Guarantors") guaranteed the full amount of the indebtedness owed by the Debtor to BCU.

On or about November 18, 2019, the Debtor committed an act of default pursuant to the Loan Documents in that it permitted a second mortgage to be registered against title to the Property without the prior consent of BCU. The Debtor committed subsequent acts of default in failing to make the monthly payments due pursuant to the Loan Documents. The Debtor is in default of its obligations under the Loan Documents, which default is continuing.

On behalf of BCU, we hereby demand that each of the Guarantors immediately pay to BCU the full amount owing, which as at September 3, 2020 amounts to \$3,398,396.01 with interest continuing to accrue.

Payment can be made by delivering a certified cheque or bank draft made payable to "Keyser Mason Ball, LLP, in trust". Furthermore, BCU has incurred and continues to incur costs in relation to this matter. BCU reserves the right to claim all costs that it has incurred in relation to this matter against the Debtor.

If payment in full of the outstanding balance is not received by the undersigned before 5:00pm on September 18<sup>th</sup>, 2020, BCU will proceed to exercise its rights and remedies and will take steps to enforce the Security, including by appointment of a receiver.

We enclose for your records a copy of the demand letter and Notice of Intention to Enforce Security pursuant to section 244 (1) of the *Bankruptcy and Insolvency Act* which were provided to the Debtor.

Notwithstanding the foregoing, BCU specifically reserves its right to make an application to the court to appoint an interim receiver under the *Bankruptcy and Insolvency Act* to protect its security during the demand period.

BCU reserves all of its rights and claims under the Loan Agreement, the Security and at law. Nothing contained in this letter or in any discussions or meetings that may occur between BCU, the Debtor, or any guarantor of the Debtor's indebtedness to BCU shall be construed as a waiver of any such rights or remedies.

We look forward to a timely receipt of payment of the full amount owing.

Govern yourself accordingly,

KEYSER MASON BALL, LLP

Wojtek Jaskiewicz

WJ/HY

**NOTICE OF INTENTION TO ENFORCE A SECURITY**

(Subsection 244(1) of the *Bankruptcy and Insolvency Act*)

TO: 1059244 Ontario Inc. (the "**Debtor**"), an insolvent person

Take Notice that:

1. Buduchnist Credit Union Limited. (the "**Secured Creditor**"), a secured creditor, intends to enforce its security on the Debtor's property described below:
  - a. all personal property, including all personal property of the kind included in the definition of "Collateral" in the Security Agreement granted by the Debtor in favour of the Secured Creditor; and
  - b. the property (the "**Property**") known municipally as 19 Aikman Avenue, Hamilton, Ontario, and more particularly described as PCL 22-1, SEC W 27(C); LT 22, PL 27; PT LT 23, PL 27, PART 1, 62R548; CITY OF HAMILTON, PIN: 17201-0057.
  
2. The security that is to be enforced is in the form of:
  - a. a charge/mortgage registered as WE1298847 in the Wentworth Land Registry Office (No. 62) against title to the Property on July 27, 2018;
  - b. a General Assignment of Leases and Rents executed by the Debtor on July 26, 2018, in favour of the Secured Creditor and registered as WE1298848 against title to the Property on July 27, 2018;
  - c. a Security Agreement executed by the Debtor in favour of the Secured Creditor and perfected by registration under the *Personal Property Security Act* (Ontario) as Registration No. 20180714 1827 6083 4476 in File No. 741944979 against the collateral descriptions "Inventory", "Equipment", "Accounts", "Other" and "Motor Vehicle"; and
  - d. an Assignment of Material Contracts and Other Rights executed by the Debtor in favour of the Secured Creditor.
  
3. The total amount of indebtedness secured by the security as of September 3, 2020, amounts to the aggregate sum of \$3,398,396.01 (excluding unpaid interest, fees and costs)
  
4. The Secured Creditor will not have the right to enforce the security until after the expiry of the 10-day period after this notice is sent unless the Debtor consents to an earlier enforcement.

Dated at Mississauga, Ontario, this 8<sup>th</sup> day of September, 2020

Buduchnist Credit Union Limited  
by its solicitors, Keyser Mason Ball, LLP

Per: \_\_\_\_\_

Wojtek Jaskiewicz  
Tel: 905-276-0424  
wjaskiewicz@kmbllaw.com



Wojtek Jaskiewicz  
905.276.0424  
wjaskiewicz@kmblaw.com

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CANADA L4Z 2G5  
TELEPHONE: 905.276.9111  
FACSIMILE: 905.276.2298  
WEBSITE: KMBLAW.COM

September 8, 2020

**Delivered by Registered Mail**

1059244 Ontario Inc.  
307 King Street East  
Second Floor, Suite B  
Hamilton, Ontario L8N 1C1

Dear Sir/Madam:

**Re: Buduchnist Credit Union Limited  
Matter #: 25423-01**

We are the solicitors for Buduchnist Credit Union Limited ("BCU").

1059244 Ontario Inc. (the "Debtor") is indebted to BCU pursuant to Commitment Letter dated July 6, 2018, and an Amending Agreement dated July 23, 2018, between the Debtor, Aikman Holdings Inc., Sophi-Anne Martino and BCU and a Promissory Note dated July 27, 2018, executed by the Debtor in favour of BCU (together, the "Loan Documents").

The Debtor's obligations to BCU are secured by, among other instruments (collectively the "Security"):

- a) a charge/mortgage registered as WE1298847 in the Wentworth Land Registry Office (No. 62) against title to the property known municipally as 19 Aikman Avenue, Hamilton, Ontario on July 27, 2018;
- b) a General Assignment of Leases and Rents executed by the Debtor on July 26, 2018, in favour of BCU and registered as WE1298848 against title to the Property on July 27, 2018;
- c) a Security Agreement executed by the Debtor in favour of the BCU and perfected by registration under the *Personal Property Security Act* (Ontario) as Registration No. 20180714 1827 6083 4476 in File No. 741944979 against the collateral descriptions "Inventory", "Equipment", "Accounts", "Other" and "Motor Vehicle"; and
- d) an Assignment of Material Contracts and Other Rights executed by the Debtor in favour of BCU.

On or about November 18, 2019, the Debtor committed an act of default pursuant to the Loan Documents in that it permitted a second mortgage to be registered against title to the Property without the prior consent of BCU. The Debtor committed subsequent acts of default in failing to



Page 2

make the monthly payments due pursuant to the Loan Documents. The Debtor is in default of its obligations under the Loan Documents, which default is continuing.

On behalf of BCU, we hereby demand that the Debtor immediately pay to BCU the full amount owing, which as at September 3, 2020, amounts to \$3,398,396.01 with interest continuing to accrue.

Payment can be made by delivering a certified cheque or bank draft made payable to "Keyser Mason Ball, LLP, in trust". Furthermore, BCU has incurred and continues to incur costs in relation to this matter. BCU reserves the right to claim all costs that it has incurred in relation to this matter against the Debtor.

If payment in full of the outstanding balance is not received by the undersigned before 5:00 pm on September 18, 2020, BCU will proceed to exercise its rights and remedies and will take steps to enforce the Security, including by appointment of a receiver.

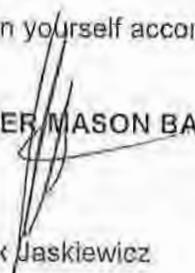
We enclose a Notice of Intention to Enforce Security pursuant to section 244 (1) of the Bankruptcy and Insolvency Act.

Notwithstanding the foregoing, BCU specifically reserves its right to make an application to the court to appoint an interim receiver under the Bankruptcy and Insolvency Act to protect its security during the demand period.

BCU reserves all of its rights and claims under the Loan Agreement, the Security and at law. Nothing contained in this letter or in any discussions or meetings that may occur between BCU, the Debtor, or any guarantor of the Debtor's indebtedness to BCU shall be construed as a waiver of any such rights or remedies.

We look forward to a timely receipt of payment of the full amount owing.

Govern yourself accordingly,

  
KEYSER MASON BALL, LLP

Wojtek Jaskiewicz

WJ/HY

## NOTICE OF INTENTION TO ENFORCE A SECURITY

(Subsection 244(1) of the *Bankruptcy and Insolvency Act*)

TO: 1059244 Ontario Inc. (the "**Debtor**"), an insolvent person

Take Notice that:

1. Buduchnist Credit Union Limited. (the "**Secured Creditor**"), a secured creditor, intends to enforce its security on the Debtor's property described below:
  - a. all personal property, including all personal property of the kind included in the definition of "Collateral" in the Security Agreement granted by the Debtor in favour of the Secured Creditor; and
  - b. the property (the "**Property**") known municipally as 19 Aikman Avenue, Hamilton, Ontario, and more particularly described as PGL 22-1, SEC W 27(C); LT 22, PL 27; PT LT 23, PL 27, PART 1, 62R548; CITY OF HAMILTON, PIN: 17201-0057.
  
2. The security that is to be enforced is in the form of:
  - a. a charge/mortgage registered as WE1298847 in the Wentworth Land Registry Office (No. 62) against title to the Property on July 27, 2018;
  - b. a General Assignment of Leases and Rents executed by the Debtor on July 26, 2018, in favour of the Secured Creditor and registered as WE1298848 against title to the Property on July 27, 2018;
  - c. a Security Agreement executed by the Debtor in favour of the Secured Creditor and perfected by registration under the *Personal Property Security Act* (Ontario) as Registration No. 20180714 1827 6083 4476 in File No. 741944979 against the collateral descriptions "Inventory", "Equipment", "Accounts", "Other" and "Motor Vehicle"; and
  - d. an Assignment of Material Contracts and Other Rights executed by the Debtor in favour of the Secured Creditor.
  
3. The total amount of indebtedness secured by the security as of September 3, 2020, amounts to the aggregate sum of \$3,398,396.01 (excluding unpaid interest, fees and costs)
  
4. The Secured Creditor will not have the right to enforce the security until after the expiry of the 10-day period after this notice is sent unless the Debtor consents to an earlier enforcement.

Dated at Mississauga, Ontario, this 8<sup>th</sup> day of September, 2020

Buduchnist Credit Union Limited  
by its solicitors, Keyser Mason Ball, LLP

Per: \_\_\_\_\_

Wojtek Jaskiewicz  
Tel: 905-276-0424  
wjaskiewicz@kmblaw.com



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WEBSITE: KMBLAW.COM

September 8, 2020

**Delivered by Registered Mail**

Dundas Retirement Place Inc.  
307 King Street East, Suite B, Second Floor  
Hamilton, Ontario L8N 1C1

Dear Sir/Madam:

**Re: Buduchnist Credit Union Limited  
Matter #: 25423-01**

We are the solicitors for Buduchnist Credit Union Limited ("BCU").

Dundas Retirement Place Inc. (the "**Debtor**") is indebted to BCU pursuant to a Commercial Credit Facility dated July 6, 2018, between the Debtor, Stefanie Martino, Sophi-Anne Martino and BCU and a Promissory Note dated July 27, 2018, executed by the Debtor in favour of BCU (together, the "**Loan Documents**").

The Debtor's obligations to BCU are secured by, among other instruments (collectively the "**Security**");

- a) a charge/mortgage registered as VM282254 in the Wentworth Land Registry Office (No. 62) against title to the property known municipally as 33 Main Street, Dundas, Ontario on July 27, 2018;
- b) a General Assignment of Leases and Rents executed by the Debtor on July 26, 2018, in favour of the Secured Creditor and registered as VM282255 against title to the Property on July 27, 2018;
- c) a Security Agreement executed by the Debtor in favour of the Secured Creditor and perfected by registration under the Personal Property Security Act (Ontario) as Registration No. 20180725 1725 6083 4513 in File No. 741995415 against the collateral descriptions "Inventory", "Equipment", "Accounts", "Other" and "Motor Vehicle"; and
- d) an Assignment of Material Contracts and Other Rights executed by the Debtor in favour of the Secured Creditor.

On or about November 18, 2019, the Debtor committed an act of default pursuant to the Loan Documents in that it permitted a second mortgage to be registered against title to the Property without the prior consent of BCU. The Debtor committed subsequent acts of default in failing to make the monthly payments due pursuant to the Loan Documents. The Debtor is in default of its obligations under the Loan Documents, which default is continuing.

Page 2



On behalf of BCU, we hereby demand that the Debtor immediately pay to BCU the full amount owing, which as at September 3, 2020, amounts to \$5,303,933.75 with interest continuing to accrue.

Payment can be made by delivering a certified cheque or bank draft made payable to "Keyser Mason Ball, LLP, in trust". Furthermore, BCU has incurred and continues to incur costs in relation to this matter. BCU reserves the right to claim all costs that it has incurred in relation to this matter against the Debtor.

If payment in full of the outstanding balance is not received by the undersigned before 5:00 pm on September 18, 2020, BCU will proceed to exercise its rights and remedies and will take steps to enforce the Security, including by appointment of a receiver.

We enclose a Notice of Intention to Enforce Security pursuant to section 244 (1) of the *Bankruptcy and Insolvency Act*.

Notwithstanding the foregoing, BCU specifically reserves its right to make an application to the court to appoint an interim receiver under the *Bankruptcy and Insolvency Act* to protect its security during the demand period.

BCU reserves all of its rights and claims under the Loan Agreement, the Security and at law. Nothing contained in this letter or in any discussions or meetings that may occur between BCU, the Debtor, or any guarantor of the Debtor's indebtedness to BCU shall be construed as a waiver of any such rights or remedies.

We look forward to a timely receipt of payment of the full amount owing.

Govern yourself accordingly,

KEYSER/MASON BALL, LLP

Wojtek Jaskiewicz

WJ/HY

**NOTICE OF INTENTION TO ENFORCE A SECURITY**

(Subsection 244(1) of the *Bankruptcy and Insolvency Act*)

TO: Dundas Retirement Place Inc. (the "**Debtor**"), an insolvent person

Take Notice that:

1. Buduchnist Credit Union Limited. (the "**Secured Creditor**"), a secured creditor, intends to enforce its security on the Debtor's property described below:
  - a. all personal property, including all personal property of the kind included in the definition of "Collateral" in the Security Agreement granted by the Debtor in favour of the Secured Creditor; and
  - b. the property (the "**Property**") known municipally as 33 Main Street, Dundas, Ontario, and more particularly described as LOTS 8, 9, 10, REGISTRAR'S COMPILED PLAN 1401; PT LOT 11, REGISTRAR'S COMPILED PLAN 1401, BEING PART 1 ON 62R-14692; DUNDAS CITY OF HAMILTON, PIN: 17479-0003.
  
2. The security that is to be enforced is in the form of:
  - a. a charge/mortgage registered as VM282254 in the Wentworth Land Registry Office (No. 62) against title to the Property on July 27, 2018;
  - b. a General Assignment of Leases and Rents executed by the Debtor on July 26, 2018, in favour of the Secured Creditor and registered as VM282255 against title to the Property on July 27, 2018;
  - c. a Security Agreement executed by the Debtor in favour of the Secured Creditor and perfected by registration under the Personal Property Security Act (Ontario) as Registration No. 20180725 1725 6083 4513 in File No. 741995415 against the collateral descriptions "Inventory", "Equipment", "Accounts", "Other" and "Motor Vehicle"; and
  - d. an Assignment of Material Contracts and Other Rights executed by the Debtor in favour of the Secured Creditor.
  
3. The total amount of indebtedness secured by the security as of September 3, 2020, amounts to the aggregate sum of \$5,303,933.75 (excluding unpaid interest, fees and costs).
  
4. The Secured Creditor will not have the right to enforce the security until after the expiry of the 10-day period after this notice is sent unless the Debtor consents to an earlier enforcement.

Dated at Mississauga, Ontario, this 8<sup>th</sup> day of September, 2020

Buduchnist Credit Union Limited  
by its solicitors, Keyser Mason Ball, LLP

Per: \_\_\_\_\_

Wojtek Jaskiewicz  
Tel: 905-276-0424  
wjaskiewicz@kmbllaw.com



Wojtek Jaskiewicz  
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WEBSITE: KMBLAW.COM

September 8, 2020

**Delivered by Registered Mail**

Stefanie Martino also known as Stefanie Laura Martino  
307 King Street East, Suite B, Second Floor,  
Hamilton, Ontario L8N 1C1

Sophi-Anne Martino  
307 King Street East, Suite B, Second Floor,  
Hamilton, Ontario L8N 1C1

Dear Madams:

**Re: Buduchnist Credit Union Limited  
Matter #: 25423-01**

We are the solicitors for Buduchnist Credit Union Limited ("**BCU**").

Dundas Retirement Place Inc. (the "**Debtor**") is indebted to BCU pursuant to a Commercial Credit Facility dated July 6, 2018, between the Debtor, Stefanie Martino, Sophi-Anne Martino and BCU and a Promissory Note dated July 27, 2018, executed by the Debtor in favour of BCU (together, the "**Loan Documents**").

The Debtor's obligations to BCU are secured by, among other instruments (collectively the "**Security**"):

- a) a charge/mortgage registered as VM282254 in the Wentworth Land Registry Office (No. 62) against title to the property known municipally as 33 Main Street, Dundas, Ontario on July 27, 2018;
- b) a General Assignment of Leases and Rents executed by the Debtor on July 26, 2018, in favour of the Secured Creditor and registered as VM282255 against title to the Property on July 27, 2018;
- c) a Security Agreement executed by the Debtor in favour of the Secured Creditor and perfected by registration under the Personal Property Security Act (Ontario) as Registration No. 20180725 1725 6083 4513 in File No. 741995415 against the collateral descriptions "Inventory", "Equipment", "Accounts", "Other" and "Motor Vehicle"; and
- d) an Assignment of Material Contracts and Other Rights executed by the Debtor in favour of the Secured Creditor.

Page 2


 KMB LAW

Pursuant to a guarantee dated July 26, 2018, Stefanie Martino and Sophie-Anne Martino (together the "Guarantors") guaranteed the full amount of the indebtedness owed by the Debtor to BCU.

On or about November 18, 2019, the Debtor committed an act of default pursuant to the Loan Documents in that it permitted a second mortgage to be registered against title to the Property without the prior consent of BCU. The Debtor committed subsequent acts of default in failing to make the monthly payments due pursuant to the Loan Documents. The Debtor is in default of its obligations under the Loan Documents, which default is continuing.

On behalf of BCU, we hereby demand that each of the Guarantors immediately pay to BCU the full amount owing, which as at September 3, 2020, amounts to \$5,303,933.75 with interest continuing to accrue.

Payment can be made by delivering a certified cheque or bank draft made payable to "Keyser Mason Ball, LLP, in trust". Furthermore, BCU has incurred and continues to incur costs in relation to this matter. BCU reserves the right to claim all costs that it has incurred in relation to this matter against the Debtor.

If payment in full of the outstanding balance is not received by the undersigned before 5:00 pm on September 18, 2020, BCU will proceed to exercise its rights and remedies and will take steps to enforce the Security, including by appointment of a receiver.

We enclose for your records a copy of the demand letter and Notice of Intention to Enforce Security pursuant to section 244 (1) of the *Bankruptcy and Insolvency Act* which were provided to the Debtor.

Notwithstanding the foregoing, BCU specifically reserves its right to make an application to the court to appoint an interim receiver under the *Bankruptcy and Insolvency Act* to protect its security during the demand period.

BCU reserves all of its rights and claims under the Loan Agreement, the Security and at law. Nothing contained in this letter or in any discussions or meetings that may occur between BCU, the Debtor, or any guarantor of the Debtor's indebtedness to BCU shall be construed as a waiver of any such rights or remedies.

We look forward to a timely receipt of payment of the full amount owing.

Govern yourself accordingly,

KEYSER MASON BALL, LLP

Wojtek Jaskiewicz

WJ/HY

**NOTICE OF INTENTION TO ENFORCE A SECURITY**

(Subsection 244(1) of the *Bankruptcy and Insolvency Act*)

TO: Dundas Retirement Place Inc. (the "**Debtor**"), an insolvent person

Take Notice that:

1. Buduchnist Credit Union Limited. (the "**Secured Creditor**"), a secured creditor, intends to enforce its security on the Debtor's property described below:
  - a. all personal property, including all personal property of the kind included in the definition of "Collateral" in the Security Agreement granted by the Debtor in favour of the Secured Creditor; and
  - b. the property (the "**Property**") known municipally as 33 Main Street, Dundas, Ontario, and more particularly described as LOTS 8, 9, 10, REGISTRAR'S COMPILED PLAN 1401; PT LOT 11, REGISTRAR'S COMPILED PLAN 1401, BEING PART 1 ON 62R-14692; DUNDAS CITY OF HAMILTON, PIN: 17479-0003.
  
2. The security that is to be enforced is in the form of:
  - a. a charge/mortgage registered as VM282254 in the Wentworth Land Registry Office (No. 62) against title to the Property on July 27, 2018;
  - b. a General Assignment of Leases and Rents executed by the Debtor on July 26, 2018, in favour of the Secured Creditor and registered as VM282255 against title to the Property on July 27, 2018;
  - c. a Security Agreement executed by the Debtor in favour of the Secured Creditor and perfected by registration under the Personal Property Security Act (Ontario) as Registration No. 20180725 1725 6083 4513 in File No. 741995415 against the collateral descriptions "Inventory", "Equipment", "Accounts", "Other" and "Motor Vehicle"; and
  - d. an Assignment of Material Contracts and Other Rights executed by the Debtor in favour of the Secured Creditor.
  
3. The total amount of indebtedness secured by the security as of September 3, 2020, amounts to the aggregate sum of \$5,303,933.75 (excluding unpaid interest, fees and costs).
  
4. The Secured Creditor will not have the right to enforce the security until after the expiry of the 10-day period after this notice is sent unless the Debtor consents to an earlier enforcement.

Dated at Mississauga, Ontario, this 8<sup>th</sup> day of September, 2020

Buduchnist Credit Union Limited  
by its solicitors, Keyser Mason Ball, LLP

Per: \_\_\_\_\_

Wojtek Jaskiewicz  
Tel: 905-276-0424  
wjaskiewicz@kmblaw.com



Wojtek Jaskiewicz  
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WEBSITE: KMBLAW.COM

September 8, 2020

**Delivered by Regular Mail**

Maple Retirement Homes Inc.  
307 King Street East, Suite B, Second Floor,  
Hamilton, Ontario L8N 1G1

Dear Madams:

**Re: Buduchnist Credit Union Limited  
Matter #: 25423-01**

We are the solicitors for Buduchnist Credit Union Limited ("BCU").

Maple Retirement Homes Inc. (the "**Debtor**") is indebted to BCU pursuant to a Commercial Credit Facility dated April 30, 2018, between the Debtor, Stefanie Martino, and BCU and a Promissory Note dated May 31, 2018, executed by the Debtor in favour of BCU (together, the "**Loan Documents**").

The Debtor's obligations to BCU are secured by, among other instruments (collectively the "**Security**"):

- a) a charge/mortgage registered as WE1287510 in the Wentworth Land Registry Office (No. 62) against title to the property known municipally as 1605 Main St. E., Hamilton, Ontario on May 31, 2018;
- b) a General Assignment of Leases and Rents executed by the Debtor on July 26, 2018, in favour of the Secured Creditor and registered as WE1287511 against title to the Property on May 31, 2018;
- c) a Security Agreement executed on May 31, 2018, by the Debtor in favour of the Secured Creditor and perfected by registration under the Personal Property Security Act (Ontario) as Registration No. 0180525 1616 6083 2823 in File No. 739764135 against the collateral descriptions "Inventory", "Equipment", "Accounts", "Other" and "Motor Vehicle"; and
- d) an Assignment of Material Contracts and Other Rights executed on May 31, 2018, by the Debtor in favour of the Secured Creditor.

On or about July 11, 2020 the Debtor defaulted in its obligations pursuant to the Loan Documents in that it failed to make the monthly payment due on to BCU pursuant to the Loan Documents. The Debtor is in default of its obligations under the Loan Documents, which default is continuing.

Page 2

 KMB LAW

On behalf of BCU, we hereby demand that the Debtor immediately pay to BCU the full amount owing, which as at September 3, 2020, amounts to \$1,428,653.88 with interest continuing to accrue.

Payment can be made by delivering a certified cheque or bank draft made payable to "Keyser Mason Ball, LLP, in trust". Furthermore, BCU has incurred and continues to incur costs in relation to this matter. BCU reserves the right to claim all costs that it has incurred in relation to this matter against the Debtor.

If payment in full of the outstanding balance is not received by the undersigned before 5:00 pm on September 18, 2020, BCU will proceed to exercise its rights and remedies and will take steps to enforce the Security, including by appointment of a receiver.

We enclose a Notice of Intention to Enforce Security pursuant to section 244 (1) of the *Bankruptcy and Insolvency Act*.

Notwithstanding the foregoing, BCU specifically reserves its right to make an application to the court to appoint an interim receiver under the *Bankruptcy and Insolvency Act* to protect its security during the demand period.

BCU reserves all of its rights and claims under the Loan Agreement, the Security and at law. Nothing contained in this letter or in any discussions or meetings that may occur between BCU, the Debtor, or any guarantor of the Debtor's indebtedness to BCU shall be construed as a waiver of any such rights or remedies.

We look forward to a timely receipt of payment of the full amount owing.

Govern yourself accordingly,

KEYSER MASON BALL, LLP



Wojtek Jaskiewicz

WJ/HY

**NOTICE OF INTENTION TO ENFORCE A SECURITY**

(Subsection 244(1) of the *Bankruptcy and Insolvency Act*)

TO: Maple Retirement Homes Inc. (the "**Debtor**"), an insolvent person

Take Notice that:

1. Buduchnist Credit Union Limited. (the "**Secured Creditor**"), a secured creditor, intends to enforce its security on the Debtor's property described below:
  - a. all personal property, including all personal property of the kind included in the definition of "Collateral" in the Security Agreement executed May 31, 2018, granted by the Debtor in favour of the Secured Creditor; and
  - b. the property (the "**Property**") known municipally as 1605 Main St. E., Hamilton, Ontario, and more particularly described as PT LT 1, CON 2 BARTON, AS IN VM111948; S/T VM203077 HAMILTON, PIN: 17268-0152.
  
2. The security that is to be enforced is in the form of:
  - a. a charge/mortgage registered as WE1287510 in the Wentworth Land Registry Office (No. 62) against title to the Property on May 31, 2018;
  - b. a General Assignment of Leases and Rents executed by the Debtor on July 26, 2018, in favour of the Secured Creditor and registered as WE1287511 against title to the Property on May 31, 2018;
  - c. a Security Agreement executed on May 31, 2018, by the Debtor in favour of the Secured Creditor and perfected by registration under the Personal Property Security Act (Ontario) as Registration No. 0180525 1616 6083 2823 in File No. 739764135 against the collateral descriptions "Inventory", "Equipment", "Accounts", "Other" and "Motor Vehicle"; and
  - d. an Assignment of Material Contracts and Other Rights executed on May 31, 2018, by the Debtor in favour of the Secured Creditor.
  
3. The total amount of indebtedness secured by the security as of September 3, 2020, amounts to the aggregate sum of \$1,428,653.88 (excluding unpaid interest, fees and costs).
  
4. The Secured Creditor will not have the right to enforce the security until after the expiry of the 10-day period after this notice is sent unless the Debtor consents to an earlier enforcement.

Dated at Mississauga, Ontario, this 8<sup>th</sup> day of September, 2020

Buduchnist Credit Union Limited  
by its solicitors, Keyser Mason Ball, LLP

Per: \_\_\_\_\_

Wojtek Jaskiewicz

Tel: 905-276-0424

wjaskiewicz@kmblaw.com



Wojtek Jaskiewicz  
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TELEPHONE: 905.276.9111  
FACSIMILE: 905.276.2298  
WEBSITE: KMBLAW.COM

September 8, 2020

**Delivered by Registered Mail**

Stefanie Martino also known as Stefanie Laura Martino  
307 King Street East, Suite B, Second Floor,  
Hamilton, Ontario L8N 1C1

Dear Madams:

**Re: Buduchnist Credit Union Limited**  
**Matter #: 25423-01**

We are the solicitors for Buduchnist Credit Union Limited ("**BCU**")

Maple Retirement Homes Inc. (the "**Debtor**") is indebted to BCU pursuant to a Commercial Credit Facility dated April 30, 2018, between the Debtor, Stefanie Martino, and BCU and a Promissory Note dated May 31, 2018, executed by the Debtor in favour of BCU (together, the "**Loan Documents**").

The Debtor's obligations to BCU are secured by, among other instruments (collectively the "**Security**");

- a) a charge/mortgage registered as WE1287510 in the Wentworth Land Registry Office (No. 62) against title to the property known municipally as 1605 Main St. E., Hamilton, Ontario on May 31, 2018;
- b) a General Assignment of Leases and Rents executed by the Debtor on July 26, 2018, in favour of the Secured Creditor and registered as WE1287511 against title to the Property on May 31, 2018;
- c) a Security Agreement executed on May 31, 2018, by the Debtor in favour of the Secured Creditor and perfected by registration under the Personal Property Security Act (Ontario) as Registration No. 0180525 1616 6083 2823 in File No. 739764135 against the collateral descriptions "Inventory", "Equipment", "Accounts", "Other" and "Motor Vehicle"; and
- d) an Assignment of Material Contracts and Other Rights executed on May 31, 2018, by the Debtor in favour of the Secured Creditor.

Pursuant to a guarantee dated May 31, 2018, Stefanie Laura Martino (the "**Guarantor**") guaranteed the full amount of the indebtedness owed by the Debtor to BCU.

Page 2



On or about July 11, 2020 the Debtor defaulted in its obligations pursuant to the Loan Documents in that it failed to make the monthly payment due on to BCU pursuant to the Loan Documents. The Debtor is in default of its obligations under the Loan Documents, which default is continuing.

On behalf of BCU, we hereby demand that the Guarantor immediately pay to BCU the full amount owing, which as at September 3, 2020, amounts to \$1,428,653.88 with interest continuing to accrue.

Payment can be made by delivering a certified cheque or bank draft made payable to "Keyser Mason Ball, LLP, in trust". Furthermore, BCU has incurred and continues to incur costs in relation to this matter. BCU reserves the right to claim all costs that it has incurred in relation to this matter against the Debtor.

If payment in full of the outstanding balance is not received by the undersigned before 5:00 pm on September 18, 2020, BCU will proceed to exercise its rights and remedies and will take steps to enforce the Security, including by appointment of a receiver.

We enclose for your records a copy of the demand letter and Notice of Intention to Enforce Security pursuant to section 244 (1) of the *Bankruptcy and Insolvency Act* which were provided to the Debtor.

Notwithstanding the foregoing, BCU specifically reserves its right to make an application to the court to appoint an interim receiver under the *Bankruptcy and Insolvency Act* to protect its security during the demand period.

BCU reserves all of its rights and claims under the Loan Agreement, the Security and at law. Nothing contained in this letter or in any discussions or meetings that may occur between BCU, the Debtor, or any guarantor of the Debtor's indebtedness to BCU shall be construed as a waiver of any such rights or remedies.

We look forward to a timely receipt of payment of the full amount owing.

Govern yourself accordingly,

**KEYSER MASON-BALL, LLP**

Wojtek Jaskiewicz

WJ/HY

**NOTICE OF INTENTION TO ENFORCE A SECURITY**

(Subsection 244(1) of the *Bankruptcy and Insolvency Act*)

TO: Maple Retirement Homes Inc. (the "**Debtor**"), an insolvent person

Take Notice that:

1. Buduchnist Credit Union Limited. (the "**Secured Creditor**"), a secured creditor, intends to enforce its security on the Debtor's property described below:
  - a. all personal property, including all personal property of the kind included in the definition of "Collateral" in the Security Agreement executed May 31, 2018, granted by the Debtor in favour of the Secured Creditor; and
  - b. the property (the "**Property**") known municipally as 1605 Main St. E., Hamilton, Ontario, and more particularly described as PT LT 1, CON 2 BARTON, AS IN VM111948; S/T VM203077 HAMILTON, PIN: 17268-0152.
  
2. The security that is to be enforced is in the form of:
  - a. a charge/mortgage registered as WE1287510 in the Wentworth Land Registry Office (No. 62) against title to the Property on May 31, 2018;
  - b. a General Assignment of Leases and Rents executed by the Debtor on July 26, 2018, in favour of the Secured Creditor and registered as WE1287511 against title to the Property on May 31, 2018;
  - c. a Security Agreement executed on May 31, 2018, by the Debtor in favour of the Secured Creditor and perfected by registration under the Personal Property Security Act (Ontario) as Registration No. 0180525 1616 6083 2823 in File No. 739764135 against the collateral descriptions "Inventory", "Equipment", "Accounts", "Other" and "Motor Vehicle"; and
  - d. an Assignment of Material Contracts and Other Rights executed on May 31, 2018, by the Debtor in favour of the Secured Creditor.
  
3. The total amount of indebtedness secured by the security as of September 3, 2020, amounts to the aggregate sum of \$1,428,653.88 (excluding unpaid interest, fees and costs).
  
4. The Secured Creditor will not have the right to enforce the security until after the expiry of the 10-day period after this notice is sent unless the Debtor consents to an earlier enforcement.

Dated at Mississauga, Ontario, this 8<sup>th</sup> day of September, 2020

Buduchnist Credit Union Limited  
by its solicitors, Keyser Mason Ball, LLP

Per: \_\_\_\_\_

Wojtek Jaskiewicz

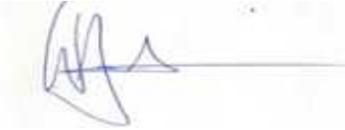
Tel: 905-276-0424

wjaskiewicz@kmbllaw.com

**EXHIBIT "N"**

TO THE AFFIDAVIT OF LAURA MITCHELL

SWORN DECEMBER 10<sup>th</sup> 2020.

A handwritten signature in blue ink, consisting of a stylized initial 'L' followed by a horizontal line extending to the right.

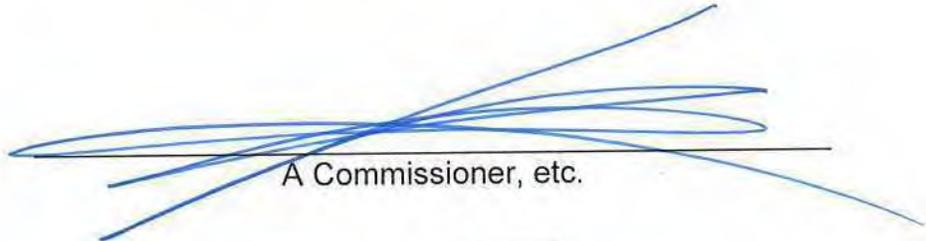
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A Commissioner, etc.

EXHIBIT "Z"

TO THE AFFIDAVIT OF TOM WILSON

SWORN OCTOBER 26, 2020.

  
A Commissioner, etc.

Walter P. Burych  
BURYCH LAWYERS  
204-89 Queensway West  
Mississauga, Ontario  
LSB 2V1

**Dundas Retirement Paleva**  
**Operating Statements**  
**January - June 2020**

	<u>January</u>	<u>February</u>	<u>March</u>	<u>April</u>	<u>May</u>	<u>June</u>	<u>Total</u>
<b>Revenue</b>							
Resident Deposits	104,665.64	99,843.80	97,588.81	89,156.97	91,677.18	83,036.29	565,968.69
Covid Funding							0.00
Total resident deposits	104,665.64	99,843.80	97,588.81	89,156.97	91,677.18	83,036.29	565,968.69
<b>Expenses</b>							
<b>Fixed Expenses</b>							
Mortgage payments	43,887.08	41,231.31	43,897.08	43,887.08	43,887.08	43,887.08	260,676.71
Realty taxes	4,245.81	4,245.81	4,245.81	4,245.81	4,245.81	4,245.81	25,474.86
Management/Administration	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	48,132.89	45,477.12	48,142.89	48,132.89	48,132.89	48,132.89	286,151.57
<b>Recurring expenses</b>							
Net Payroll	30,209.89	27,835.32	28,511.41	34,453.43	35,979.62	33,088.37	190,078.04
Agency/Screener/Security						15,516.59	15,516.59
Source Deductions	9,614.33	11,625.55	9,568.38	9,910.14	9,967.99	11,671.00	62,357.39
	39,824.22	39,460.87	38,079.79	44,363.57	45,947.61	60,275.96	267,952.02
<b>Other Operating costs</b>							
Food costs	15,827.35	14,507.68	10,980.87	15,999.75	14,351.85	17,059.63	88,727.13
Telephone	609.67	541.32	795.39	556.59	589.47	650.88	3,743.32
Cable	2,513.10	2,783.55	2,512.83	2,550.81	2,588.64	2,595.56	15,544.49
Insurance	1,148.57	1,148.50	1,261.33	1,261.33	1,261.33	1,261.33	7,342.39
Elevator/TSSA	318.66	880.55	646.36	327.70	327.70	437.70	2,938.67
Heating	1,182.26	159.38	1,068.64	943.25	2,276.06	669.14	6,298.73
Hydro/water	12,415.37	5,375.22	7,077.02	9,419.06	6,983.56	9,898.07	51,168.30
Garbage removal	248.50	277.98	277.98	288.47	288.47	579.10	1,960.50
Maintenance-Internal	0.00	0.00	0.00	0.00	0.00	120.89	120.89
Maintenance-External	3,614.86	2,606.90	3,301.42	4,385.69	3,237.08	2,024.69	19,170.64
Equipment lease	829.65	829.65	829.65	829.65	829.65	829.65	4,977.90
Licensing	2,578.63	0.00	0.00	1,428.63	0.00	0.00	4,007.26
Snow removal	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Landscaping	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Fire monitoring	84.75	84.75	84.75	84.75	0.00	192.10	531.10
Bank charges	110.74	139.14	103.75	122.40	96.25	104.50	676.78
	41,482.11	29,334.62	28,939.99	38,198.08	32,830.06	36,423.24	207,208.10
Total expenses	129,439.22	114,272.61	115,162.67	130,694.54	126,910.56	144,832.09	761,311.69
Profit or (loss)	(24,773.58)	(14,428.81)	(17,573.86)	(41,537.57)	(35,233.38)	(61,795.80)	(195,343.00)

Northview Seniors Residence  
 Operating Statements  
 January - June 2020

	<u>January</u>	<u>February</u>	<u>March</u>	<u>April</u>	<u>May</u>	<u>June</u>	<u>Total</u>
<b>Revenue</b>							
Resident Deposits	77,289.65	73,633.09	73,998.16	75,195.11	76,150.14	75,616.00	451,882.15
Covid funding				23,939.73	9,497.60		33,437.33
Total resident deposits	<u>77,289.65</u>	<u>73,633.09</u>	<u>73,998.16</u>	<u>99,134.84</u>	<u>85,647.74</u>	<u>75,616.00</u>	<u>485,319.48</u>
<b>Expenses</b>							
<b>Fixed Expenses</b>							
Mortgage payments	35,099.00	32,714.00	30,329.00	32,714.00	32,714.00	32,714.00	196,284.00
Realty taxes	2,963.73	2,963.73	2,963.73	2,963.73	2,963.73	2,963.73	17,782.38
Management/Administration	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	<u>38,062.73</u>	<u>35,677.73</u>	<u>33,292.73</u>	<u>35,677.73</u>	<u>35,677.73</u>	<u>35,677.73</u>	<u>214,066.38</u>
<b>Recurring expenses</b>							
Net Payroll	24,480.60	21,763.89	21,786.41	25,920.01	27,975.52	29,224.44	151,150.87
Agency/Screeners/Security							0.00
Source Deductions	5,563.06	7,211.74	5,852.47	5,674.14	5,769.89	7,492.64	37,563.94
Other payroll costs							0.00
	<u>30,043.66</u>	<u>28,975.63</u>	<u>27,638.88</u>	<u>31,594.15</u>	<u>33,745.41</u>	<u>36,717.08</u>	<u>188,714.81</u>
<b>Other Operating costs</b>							
Food costs	9,550.73	9,300.77	8,850.43	8,448.71	9,096.27	9,818.27	55,065.18
Telephone	577.48	77.96	369.57	283.19	354.83	357.59	2,020.62
Cable	145.36	80.26	79.52	81.09	79.46	81.03	546.72
Insurance	873.48	873.45	970.51	970.51	970.51	970.51	5,628.97
Elevator/TSSA	621.99	0.00	1,347.15	0.00	1,308.38	1,800.85	5,078.37
Heating	1,010.90	1,270.47	1,261.86	1,313.45	1,107.65	1,049.09	7,013.42
Hydro/water	6,068.79	6,317.76	6,559.07	6,589.55	5,125.97	5,624.12	36,285.26
Garbage removal	251.20	251.26	255.16	255.16	251.26	252.11	1,516.15
Maintenance-Internal	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Maintenance-External	1,654.31	1,902.48	702.60	2,016.74	6,886.25	7,213.20	20,375.58
Equipment lease	569.24	569.24	569.24	150.41	359.83	359.83	2,577.79
Licensing	1,149.88	0.00	0.00	1,149.88	0.00	0.00	2,299.76
Snow removal	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Landscaping	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Fire monitoring	84.75	84.75	84.75	84.75	84.75	84.75	508.50
Bank charges	155.90	167.03	106.83	134.71	121.77	115.38	801.62
	<u>22,714.01</u>	<u>20,895.43</u>	<u>21,156.69</u>	<u>21,478.15</u>	<u>25,746.93</u>	<u>27,726.73</u>	<u>139,717.94</u>
Total expenses	<u>90,820.40</u>	<u>85,548.79</u>	<u>82,088.30</u>	<u>88,750.03</u>	<u>95,170.07</u>	<u>100,121.54</u>	<u>542,499.13</u>
Profit or (loss)	<u>(13,530.75)</u>	<u>(11,915.70)</u>	<u>(8,090.14)</u>	<u>10,384.81</u>	<u>(9,522.33)</u>	<u>(24,505.54)</u>	<u>(57,179.65)</u>

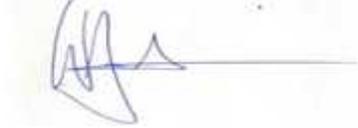
Montgomery Lodge  
Operating Statements  
January to June 2020

	<u>January</u>	<u>February</u>	<u>March</u>	<u>April</u>	<u>May</u>	<u>June</u>	<u>Total</u>
<b>Revenue</b>							
Resident Deposits	42,219.28	39,808.70	43,878.35	43,057.37	43,500.32	43,770.72	256,234.74
Covid Funding				18,291.95	5,500.00		23,791.95
Total resident deposits	42,219.28	39,808.70	43,878.35	61,349.32	49,000.32	43,770.72	280,026.69
<b>Expenses</b>							
<b>Fixed Expenses</b>							
Mortgage payments	8,775.00	8,775.00	8,775.00	8,775.00	8,775.00	8,775.00	52,650.00
Realty taxes	690.51	690.51	690.51	690.51	690.51	690.51	4,143.06
Management/Administration	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	9,465.51	9,465.51	9,465.51	9,465.51	9,465.51	9,465.51	56,793.06
<b>Recurring expenses</b>							
Net Payroll	12,689.31	15,240.13	15,191.37	18,473.79	24,929.91	20,230.86	106,755.37
Agency/Screeners/Security	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Source Deductions	2,436.26	3,712.08	2,872.50	3,082.44	3,244.29	4,132.27	19,479.84
Other payroll costs	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	15,125.57	18,952.21	18,063.87	21,556.23	28,174.20	24,363.13	126,235.21
<b>Other Operating costs</b>							
Food costs	4,671.74	5,049.45	4,880.50	4,492.28	4,801.84	5,344.41	29,240.22
Telephone	303.78	261.87	263.63	636.78	0.00	80.07	1,546.13
Cable	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Insurance	728.90	728.90	728.90	728.90	728.90	729.27	4,373.77
Elevator/TSSA	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Heating	445.35	525.55	500.00	470.32	0.00	0.00	1,941.22
Hydro/water	993.15	1,169.72	1,120.06	1,036.41	1,050.78	1,125.62	6,495.74
Garbage removal	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Maintenance-Internal	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Maintenance-External	1,215.93	0.00	1,018.18	567.14	0.00	0.00	2,801.25
Equipment lease	260.86	260.86	260.86	356.91	260.86	260.86	1,661.21
Licensing	871.12	0.00	0.00	871.12	0.00	0.00	1,742.24
Snow removal	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Landscaping	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Fire monitoring	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Bank charges	97.75	94.00	102.25	94.00	94.00	94.75	576.75
	9,588.58	8,090.35	8,874.38	9,253.86	6,936.38	7,634.98	50,378.53
Total expenses	34,179.66	36,508.07	36,403.76	40,275.60	44,576.09	41,463.62	233,406.80
Profit or (loss)	8,039.62	3,300.63	7,474.59	21,073.72	4,424.23	2,307.10	46,619.89

**EXHIBIT "O"**

TO THE AFFIDAVIT OF LAURA MITCHELL

SWORN DECEMBER 10<sup>th</sup> 2020.

A handwritten signature in blue ink, consisting of several loops and a long horizontal stroke extending to the right.

---

A Commissioner, etc.

Court File No. CV-20-74570

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

**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 TOM WILSON**

I, Tom Wilson, of the Town of Ancaster, in the Province of Ontario, **MAKE OATH AND SAY AS FOLLOWS.**

1. I am the Vice President, Commercial Credit & Chief Risk Officer for the Applicant, Buduchnist Credit Union Limited ("**BCU**"), and as such I have knowledge of the facts contained in this affidavit. Where I have been advised of facts by third parties, I have identified the source of the facts and I hereby state that I verily believe such facts to be true.

2. On October 26, 2020, I swore an affidavit in support of BCU's application to appoint a receiver with limited powers. I swear this affidavit to update the court on what has happened over the intervening month and in support of BCU's request for the appointment of a receiver with all of the usual powers, and not just limited powers as initially requested.

### **The Transaction to sell the Business**

3. As set out at paragraphs 69 to 73 of my affidavit sworn October 26, 2020, the Martino family, which controls the Respondents, was attempting to sell its portfolio of retirement homes. The contemplated sale would include the retirement homes owned and operated by the Respondents. BCU needed the protection of a receiver that would take control of the Respondents' accounts but was prepared to wait to see if the Martinos were able to finalize the sale.

4. The proposed purchaser of the three retirement homes owned and operated by the Respondents approached BCU in order for BCU to finance the purchase of the homes.

5. After reviewing the proposed purchaser's financial situation BCU concluded that it was not in a position to finance the purchase. BCU advised the proposed purchaser accordingly.

6. On November 26, 2020, BCU learned that the proposed purchaser was not attempting to arrange any other financing to purchase the retirement homes owned and operated by the Respondents and would not be purchasing them. BCU also learned that there was no other prospective purchaser and no realistic prospect of the three retirement homes owned and operated by the Respondents being sold by the Martino family.

7. In light of this change, the reason for limiting the receiver's powers no longer exists and BCU requires that the receiver have the power to take control of the businesses of the Respondents and to sell them.

### **Retirement Homes Regulatory Authority Notices**

8. Retirement homes, such as the ones owned and operated by the Respondents, are regulated by the Retirement Homes Regulatory Authority (the "RHRA").

9. On November 10, 2020, Robert S. Brown, the lawyer for the Respondents, provided BCU with a number of notices of intent to impose conditions and notices of intent to revoke licenses

with respect to each of the Respondents. Attached hereto as **Exhibit "A"** is a true copy of Mr. Brown's email and related documents with respect to the respondent Dundas Retirement Place Inc. ("**Dundas Retirement**"). Attached hereto as **Exhibit "B"** is a true copy of Mr. Brown's email and related documents with respect to the respondent Maple Retirement Homes Inc. ("**Maple Retirement**"). Attached hereto as **Exhibit "C"** is a true copy of Mr. Brown's email and related documents with respect to the respondent 1059244 Ontario Inc. ("**105 Ontario**").

10. Each of the notices of intent to impose conditions and notices of intent to revoke licenses delivered to each of the Respondents is substantially the same.

*Notices relating to Dundas Retirement*

11. The notice of intent to impose conditions on Dundas Retirement requires Dundas Retirement to provide a statement of revenues and expenditures and related information.

12. The notice requires Dundas Retirement to respond by November 10, 2020.

13. BCU does not know what, if any, response Dundas Retirement provided to RHRA.

14. The notice of intent to revoke the licence of Dundas Retirement requires Dundas Retirement to either sell the retirement home it owns and operates or to cease operating it.

15. The grounds indicated in the notice of intent to revoke include the following:

(a) the RHRA is of the view that Dundas Retirement is not competent to operate its retirement home; and

(b) the RHRA has concerns about financial mismanagement.

16. The notice of intent to revoke the licence of Dundas Retirement provides Dundas Retirement until November 19, 2020, to provide written submissions. BCU does not know what, if any, submissions Dundas Retirement submitted.

*Notices relating to Maple Retirement*

17. Like the notice of intent to impose conditions delivered to Dundas Retirement, the notice of intent to impose conditions on Maple Retirement requires Maple Retirement to provide a statement of revenues and expenditures and related information.
18. The notice requires Maple Retirement to respond by November 10, 2020.
19. BCU does not know what, if any, response Maple Retirement provided to RHRA.
20. Like the notice of intent to revoke the license of Dundas Retirement, the notice of intent to revoke the license of Maple Retirement requires Maple Retirement to either sell the retirement home it owns and operates or to cease operating it.
21. The grounds indicated in the notice of intent to revoke include the following:
  - (a) the RHRA is of the view that Maple Retirement is not competent to operate its retirement home; and
  - (b) the RHRA has concerns about financial mismanagement.
22. The notice of intent to revoke the license of Maple Retirement provides Maple Retirement until November 19, 2020, to provide written submissions. BCU does not know what, if any, submissions Maple Retirement submitted.

*Notices relating to 105 Ontario*

23. Like the notices of intent to impose conditions on Dundas Retirement and Maple Retirement, the notice of intent to impose conditions on 105 Ontario requires 105 Ontario to provide a statement of revenues and expenditures and related information. The notice requires 105 Ontario to respond by November 10, 2020.
24. BCU does not know what, if any, response 105 Ontario provided to RHRA.
25. Like the notice of intent to revoke the licenses of Dundas Retirement and Maple Retirement, the notice of intent to revoke the license of 105 Ontario requires 105 Ontario to either sell the retirement home it owns and operates or to cease operating it.

26. The grounds indicated in the notice of intent to revoke include the following:
- (a) the RHRA is of the view that 105 Ontario is not competent to operate its retirement home; and
  - (b) the RHRA has concerns about financial mismanagement.
27. The notice of intent to revoke the license of 105 Ontario provides 105 Ontario until November 19, 2020, to provide written submissions. BCU does not know what, if any, submissions 105 Ontario submitted.

### **Procedural History**

28. BCU is located in Toronto. Accordingly Wojtek Jaskiewicz, BCU's insolvency lawyer in this matter, first attempted to have this matter heard on the Commercial List in Toronto.
29. On October 22, 2020, Mr. Jaskiewicz wrote to the Toronto commercial court to request a date to schedule the application to appoint a receiver. On October 22, 2020, the court responded that there was time available on October 29, 2020, for the matter to be heard. Attached hereto as **Exhibit "D"** is a true copy of the correspondence between Mr. Jaskiewicz and the commercial court on October 22, 2020.
30. On October 23, 2020, Mr. Jaskiewicz wrote to the commercial court to ask what time the matter would be heard and whether BCU's lawyers should arrange the videoconference.
31. Following a further exchange of emails on October 28, 2020, the commercial court advised that the matter could be accommodated on October 30, 2020, at 2:30. Attached hereto as **Exhibit "E"** is a true copy of the exchange of emails up to October 28, 2020.
32. On October 29, 2020, the commercial court requested a copy of the draft materials.
33. On October 30, 2020, the commercial court advised that the Honourable Justice Hainey did not approve the matter for the commercial list. Attached hereto as **Exhibit "F"** is a true copy of the email exchange between Mr. Jaskiewicz and the commercial court up to October 30, 2020.

34. On November 3, 2020, the notice of application was provided to the Hamilton Superior Court of Justice to be issued by email to "HamiltonSCJCourt@ontario.ca". Attached hereto as **Exhibit "G"** is a true copy of the email providing the notice of application to the court.

35. After receiving no response, Laura Mitchell, Mr. Jaskiewicz's assistant, contacted the Hamilton court and was advised to submit the notice of application on the ONE-key portal.

36. On November 16, 2020, the notice of application was submitted on the ONE-key portal. Included with the notice of application was a copy of the order that BCU requested blacklined against the commercial list users' committee model receivership order. I am advised by Mr. Jaskiewicz that it is standard practice in receivership applications to provide a copy of the requested order blacklined against the model order.

37. On November 24, 2020, the Hamilton court advised that it would not issue the notice of application because it appeared to be in draft. Attached hereto as **Exhibit "H"** is a true copy of the correspondence from the Hamilton court.

38. I am advised by Ms. Mitchell that on a number of occasions she attempted to contact the Hamilton court to advise that the materials were not in draft but were blacklined against the model order. Ms. Mitchell advises that she was not able to reach anyone at the court to explain this.

39. On November 25, 2020, the notice of application was re-submitted with a clean copy of the order that was not blacklined against the model order.

40. On November 26, 2020, the notice of application was issued.

### **Appointment of a Receiver**

41. As set out in my affidavit dated October 26, 2020, the Marfino family had been making efforts to sell their entire portfolio of retirement homes, including the three retirement homes owned and operated by the Debtors.

42. I do not believe that it is in the best interest of BCU to wait indefinitely for the Martino family to achieve a sale of their entire portfolio of retirement homes given the defaults of the Respondents and BCU's serious concerns about the use of the revenues generated by each of the Respondents. BCU was prepared to allow the Martino family the opportunity to finalize a sale of the three retirement homes owned and operated by the Respondents but it now appears any agreement to sell these three homes has been terminated.

43. Far more concerning, it appears that the Respondents are not able to operate the three homes and the licenses to operate the three homes will be revoked. This will jeopardize the value of BCU collateral and will put the residents in the retirement homes at risk.

44. As such, BCU asks for an order appointing a receiver with all the usual powers granted to a receiver and not the limited powers as indicated in my October 26, 2020, affidavit.

45. The Respondents have consented to the appointment of a receiver. Attached hereto as **Exhibit "I"** is a true copy of a consent executed by Mr. Brown.

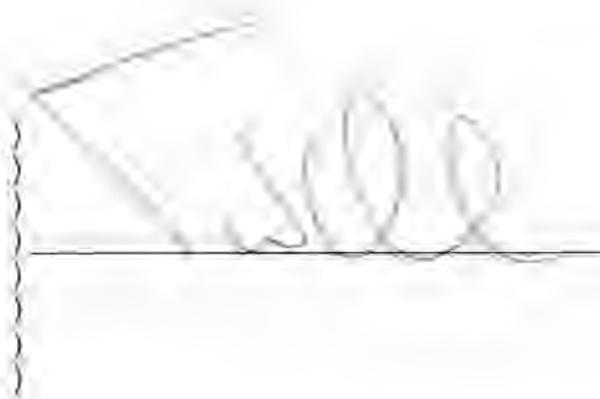
46. I swear this Affidavit in support of BCU's application to the court for the appointment of a receiver and for no other purpose.

SWORN BEFORE ME  
at the City of Mississauga, in the  
Regional Municipality of Peel this 3  
day of ~~November~~, 2020

*December*

~~\_\_\_\_\_  
A Commissioner, etc.~~

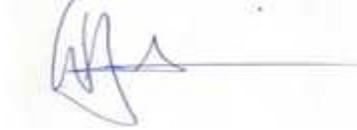
Walter P. Burych  
BURYCH LAWYERS  
204-89 Queensway West  
Mississauga, Ontario  
L5B 2V2



**EXHIBIT "P"**

TO THE AFFIDAVIT OF LAURA MITCHELL

SWORN DECEMBER 10<sup>th</sup> 2020.

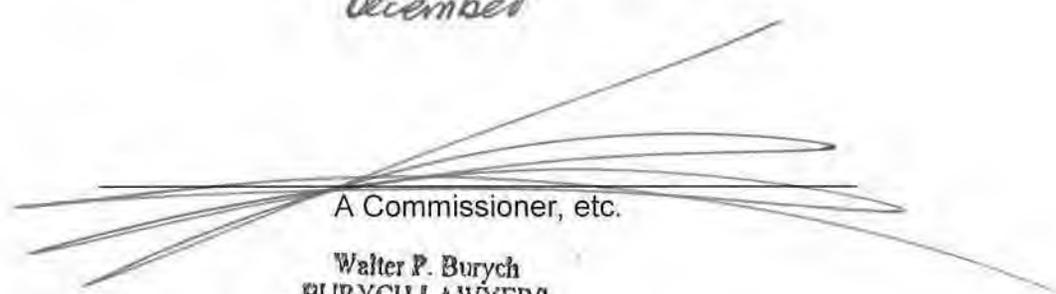
A handwritten signature in blue ink, consisting of several loops and a long horizontal stroke extending to the right.

---

A Commissioner, etc.

## EXHIBIT "A"

TO THE SUPPLEMENTARY AFFIDAVIT OF TOM WILSON

SWORN ~~NOVEMBER~~ 3, 2020.*December*  
A Commissioner, etc.

Walter P. Burych  
BURYCH LAWYERS  
204-89 Queensway West  
Mississauga, Ontario  
LSB 2V2

**Laura Mitchell**

---

**From:** Robert S. Brown <rsb@rsblaw.ca>  
**Sent:** November 10, 2020 3:48 PM  
**To:** Wojtek Jaskiewicz  
**Subject:** FW: Notices of Intent - Dundas Place S0162  
**Attachments:** 2020-11-03 - Notice of Intent to Impose Conditions - Dundas S0162.pdf; 2020-11-03 - Notice of Intent to Revoke Licence - Dundas S0162.pdf

**Importance:** High

Wojtek  
 Please find RHRA Notices.  
 Regards  
 Bob

Robert S. Brown



**brownlaw**

Robert S. Brown Professional Corporation  
 Standard Life Building  
 730-120 King St. W.  
 Hamilton, Ontario, L8P 4V2  
 T: 905.528.3003  
 F: 289.389.9899  
 Email: [rsb@rsblaw.ca](mailto:rsb@rsblaw.ca)

ASSISTANT: HEIDI MEYER [hm@rsblaw.ca](mailto:hm@rsblaw.ca)

**CONFIDENTIALITY:** This email message (including attachments, if any) is confidential and is intended only for the individual(s) or organization(s) to whom it is addressed. Disclosure of this email to anyone other than the intended recipient(s) is a strict liability waiver of privilege. If you have received this communication in error, please notify us immediately and delete this. Thank you for your cooperation. The message has not been encrypted. Special arrangements can be made for encrypted email messages.

**CONFIDENTIALITÉ:** Ce message électronique (y compris les pièces jointes, le cas échéant) est confidentiel et destiné uniquement à la personne ou à l'entité à qui il est adressé. Toute révélation ou divulgation non prévue est strictement interdite. L'obligation de confidentialité et de secret professionnel des professionnels de la loi s'applique. Si vous avez reçu le présent e-mail et les pièces jointes par erreur, veuillez nous en référer immédiatement et le détruire. Nous vous remercions de votre collaboration. Le présent message n'est pas crypté. Des arrangements particuliers peuvent être faits pour les messages électroniques cryptés.

**IN AN ATTEMPT TO ENSURE THE HEALTH AND SAFETY OF OUR STAFF AND CLIENTS, APPOINTMENTS WILL NOW BE HELD BY AUDIO-VISUAL COMMUNICATIONS WHEREVER POSSIBLE.**

**Coronavirus/Covid-19 Advisory:** As a precaution, if you are planning on attending our office and feel unwell, please contact us to make other arrangements or, if possible, to reschedule. Also, if you do attend and have recently travelled internationally, we ask that you follow Government Public Health guidelines, found here: <https://www.canada.ca/en/public-health/services/diseases/2019-novel-coronavirus-infection.html>

**From:** Patricia Nykamp  
**Sent:** Tuesday, November 3, 2020 4:07 PM  
**To:** nalc@cogeco.net; Rose Hrnacie  
**Cc:** Robert S. Brown ; Michael McClurg ; David Litwin ; Samantha Gagnon  
**Subject:** Notices of Intent - Dundas Place S0162  
**Importance:** High

Dear Licensee

Please find attached:

A Notice of Intent to Impose Conditions on a Licence. You are entitled to make submissions to the Notice of Intent to Impose Conditions until **November 10, 2020**.

A Notice of Intent to Revoke a Licence. You are entitled to make submissions to the Notice of Intent to Revoke until **November 19, 2020**.

The Registrar will review and consider your submissions prior to making final decision on either matter.

Sincerely,

Patricia Nykamp

Patricia Nykamp  
Senior Law & Enforcement Clerk  
Retirement Homes Regulatory Authority  
55 York Street, Suite 700  
Toronto, ON M5J 1R7  
T 416 440 3579 | F 416 487 1223

Corporate Office Closed - Staff are working remotely.  
Doing our part to slow the spread of COVID-19

 Retirement Homes  
Regulatory Authority



November 3, 2020

Dundas Retirement Place Inc.  
o/a Dundas Retirement Place  
33 Main Street  
Dundas, ON L9H 2P7

Served by email to: [nalc@cogeco.net](mailto:nalc@cogeco.net)  
[rhrncie5@hotmail.com](mailto:rhrncie5@hotmail.com)

Dear Licensee

**RE: Notice of Intent to Impose Conditions – 2020-S0162-40-01**

Enclosed with this letter is a Notice of Intent to Impose Conditions on a Licence issued by the Registrar of the Retirement Homes Regulatory Authority

Please read the Notice of Intent carefully. You may make written submissions about any matter set out in the Notice of Intent until **November 10, 2020**. Submissions may be sent by email to [enforcement@rhra.ca](mailto:enforcement@rhra.ca). Given the urgency and uncertainty of the situation, the Registrar has determined that a 5 business day notice period is appropriate.

The Registrar will consider any submissions received prior to the deadline, before making a final decision on whether to impose the conditions.

Sincerely,

A handwritten signature in black ink, appearing to read "M. McClurg", is written over a faint, larger version of the same signature.

Michael McClurg  
RHRA Manager of Enforcement

c. [rsb@rsblaw.ca](mailto:rsb@rsblaw.ca)

encl. Notice of Intent to Impose Conditions # 2020-S0162-40-01

55 York Street, Suite 700, Toronto, ON M5J 1R7  
T 1-855-ASK-RHRA (1-855-275-7472) or 416-440-3570 [www.rhra.ca](http://www.rhra.ca)

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## NOTICE OF INTENT TO IMPOSE CONDITIONS ON A LICENCE

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Pursuant to the *Retirement Homes Act, 2010* S.O. 2010, Chapter 11, section 40.

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Dundas Retirement Place Inc.  
o/a Dundas Retirement Place  
33 Main Street  
Dundas, ON L9H 2P7

By email to: [nalc@coqeco.net](mailto:nalc@coqeco.net)  
[rhrncie5@hotmail.com](mailto:rhrncie5@hotmail.com)

### NOTICE OF INTENT #2020-S0162-40-01

This is a Notice of Intent to Impose Conditions on a Licence (the "Notice") issued by the Registrar of the Retirement Homes Regulatory Authority (the "Registrar" and "RHRA", respectively) pursuant to section 40 of the *Retirement Homes Act, 2010* (the "Act").

Section 39 of the Act authorizes the Registrar to impose conditions on a licence. With this Notice, the Registrar gives the Licensee an opportunity to make written submissions with respect to the proposed conditions. The Registrar shall review any written submissions made by the Licensee, provided they are made in accordance with the timeline set out below.

### PROPOSED CONDITIONS

The Registrar intends to impose the following conditions on the licence:

1. The Licensee must, within two weeks of receiving the Notice of Decision and at such other intervals as requested by the RHRA, submit the following information to the RHRA:
  - a. A statement of all expenditures associated with the operation of the Home, including:
    - i. Mortgage expenses and/or expenses associated with the property;
    - ii. Utility expenses (gas, hydro, water, etc.);
    - iii. Staffing expenses (payments for all full-time, part-time, and contract staffing, including external care providers hired by the Licensee);
    - iv. Expenses associated with the provision of care services;
    - v. Maintenance expenses (including expenses associated with environmental cleaning and pest control);
    - vi. Food and hydration expenses;
    - vii. Insurance expenses;
    - viii. Pharmacy related expenses;
  - b. A statement of the Licensee's revenues, including:
    - i. Revenue received from residents for rent;
    - ii. Revenue received from residents for the provision of care services;

- c. A statement from the Licensee confirming which expenses for the preceding two-week period have been paid and outlining the Licensee's plan to ensure payment of the unpaid expenses.
2. The Licensee must immediately notify the RHRA of:
- a. Any missed payments to staff, contractors, or other vendors, as well as details of the nature of the missed payments;
  - b. Any notices, orders, directives, or other documents issued to the Licensee or the Home by the local fire services providers, local public health official, or the municipality;
  - c. Any resignation of a staff member due to lack of payment or workplace conditions;
  - d. Any pending service cancellations from utility or other service providers, and
  - e. Any other event that could reasonably affect the ability of the Home to continue to operate and/or provide care services to residents.

## REASONS FOR THE PROPOSED CONDITIONS

The Licensee is registered in Ontario. Stefanie Martino, Sophie-Anne Martino, Anthony Thaddeus Martino and John Martino are Officers and Directors of the Licensee.

In June 2015, the Licensee granted a mortgage on title to the Home in the amount of \$3,950,000.00 and in favour of Communication Technologies Credit Union Limited.

In July 2018, the Licensee granted a further mortgage on title to the Home in the amount of \$7,385,000.00 in favour of Buduchnist Credit Union Limited. The mortgage was guaranteed by Stefanie Martino and Sophi-Anne Martino.

In November 2019, the Licensee granted a further mortgage on title to the Home and other Homes owned by the same or related Licensees in the amount of \$1,300,000.00 in favour of five individual lenders: Dapinderjeet Gill (38.47% share), Darshan Gill (30.77% share), Amneet Gill (7.69% share), Jasper Properties Inc. (15.38% share), and Manjinder Jagdev (7.69% share). The mortgage was guaranteed by Stefanie Martino, Sophi-Anne Martino, John Vincent Martino, Anthony Thaddeus Martino and Rose Marie Hrcic.

The total indebtedness of the Licensee that remains owing and is secured by the above-discussed mortgages is unclear at this time.

In or around March or April, 2020, the Licensee defaulted on its contractual mortgage payments to one or more of the mortgagees set out above. The Licensee remains in default of its mortgage obligations at this time.

Due to the financial position that the Licensee has put itself in, residents of the Home now face various risks, including that creditors of the Licensee will exercise security interests in the Home which could result in evictions of residents and cessation of care services for residents. It also presents the risk that the Licensee may have insufficient liquidity to satisfy the necessary expenses associated with operating the retirement home, including utility payments, maintenance needs, food and hydration services, staff wages, and expenses associated with

safety and infection prevention and control measures. The uncertainty and precarious position that the Licensee has created poses even greater risk to residents in the context of the COVID-19 pandemic, the lack of alternative housing options for residents in the geographic region of the Home, and the coming winter months.

Solvency is a basic requirement for operating a retirement home, and the specter of insolvency imperils not only the Licensee but all of the residents in the Home, who rely on the Licensee for a safe, stable, and secure place to live and for the provision of essential care services.

For these reasons, the Registrar has concurrently issued a Notice of Intent to Revoke the Licensee's license.

However, until such time as the Licensee ceases to operate the Home, the Registrar intends to impose the above-noted conditions on the license to satisfy himself that the Licensee is sufficiently solvent to incur the necessary expenses associated with operating the Home and that the Licensee is and will continue to incur those necessary expenses to safeguard its residents.

### **SUBMISSIONS**

The Licensee may make written submissions to the Registrar with respect to any matter set out in this Notice in accordance with subsection 40(3) of the Act. The deadline for the Licensee's submissions is **November 10, 2020** and they should be sent by email to [enforcement@rhra.ca](mailto:enforcement@rhra.ca).

The Registrar will review and consider any written submissions from the Licensee before deciding whether to impose conditions on the licence.

**Issued on November 3, 2020**

---

Jay O'Neill  
Registrar, Retirement Homes Regulatory Authority

## LEGISLATION

***Retirement Homes Act, 2010*****Conditions imposed by Registrar**

**39** At or after the time a licence is issued, the Registrar may impose the conditions that the Registrar considers appropriate on the licence, subject to section 40. 2010, c. 11, s. 39

**Notice of intent to make decision**

**40 (1)** The Registrar shall not make a decision to refuse to issue a licence to an applicant or to impose a condition on a licensee's licence at or after the time the licence is issued unless, before doing so, the Registrar,

- (a) serves a notice of intent to make the decision on the applicant or licensee, as the case may be, in accordance with subsection (2);
- (b) gives the applicant or licensee an opportunity to make written submissions with respect to the proposed decision in accordance with subsection (3); and
- (c) reviews the written submissions, if any, made by the applicant or licensee in accordance with subsection (3). 2010, c. 11, s. 40 (1).

**Content of notice of intent**

(2) A notice of intent shall,

- (a) set out the proposed decision and the reasons for it; and
- (b) state that the applicant or licensee may provide written submissions to the Registrar in accordance with subsection (3). 2010, c. 11, s. 40 (2).

**Written submissions**

(3) An applicant or licensee who is served with a notice of intent may provide written submissions to the Registrar with respect to any matter set out in the notice, within 15 days after the day the notice of intent was served on the applicant or licensee or within whatever other period is specified in the notice. 2010, c. 11, s. 40 (3)

November 3, 2020

Dundas Retirement Place Inc.  
o/a Dundas Retirement Place  
33 Main Street  
Dundas, ON L9H 2P7

By email to: [nalc@cogeco.net](mailto:nalc@cogeco.net)  
[rhmcie5@hotmail.com](mailto:rhmcie5@hotmail.com)

Dear Licensee,

**Notice of Intent to Revoke a Licence #2020-S0162-95-01– Dundas Place**

Enclosed with this letter is a Notice of Intent to Revoke a Licence ("NOI") issued by the Registrar of the Retirement Homes Regulatory Authority (the "Registrar").

Please read the NOI very carefully. Pursuant to section 95(5) of the Act, you are entitled to provide written submissions to the Registrar with respect to the intended order and/or any matter set out in this NOI. If you wish to make submissions, they must be provided to the Registrar by **November 19, 2020**. Submissions to the Registrar may be made by email to [enforcement@rhra.ca](mailto:enforcement@rhra.ca).

The Registrar will review and consider any written submissions from the Licensee before finalizing a decision on whether to revoke the licence.

Sincerely,



David Litwin  
RHRA Counsel

c. [rsb@rsblaw.ca](mailto:rsb@rsblaw.ca)

encl. Notice of Intent to Revoke #2020-S0162-95-01

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## NOTICE OF INTENT TO REVOKE A LICENCE

Pursuant to the *Retirement Homes Act, 2010* S.O. 2010, Chapter 11, section 95.

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Dundas Retirement Place Inc.  
 o/a Dundas Retirement Place  
 33 Main Street  
 Dundas, ON L9H 2P7

By email to: [halc@cogeco.net](mailto:halc@cogeco.net)  
[rhrncie5@hotmail.com](mailto:rhrncie5@hotmail.com)

### NOTICE OF INTENT #2020-S0162-95-01

This is a Notice of Intent to Revoke a Licence issued by the Registrar of the Retirement Homes Regulatory Authority (the "**RHRA**") pursuant to section 95 of the *Retirement Homes Act, 2010*, SO 2010, C 11 (the "**Act**").

This Notice of Intent to Revoke a Licence pertains to Dundas Place Inc. (the "**Licensees**").

The Licensees were issued licence number S0162 on June 17, 2013, by the Registrar, to operate a 41-suite retirement home known as Dundas Retirement Place (the "**Home**"). The Home is located at 33 Main Street, Dundas, ON L9H 2P7.

This Notice of Intent provides notice to the Licensee that the Registrar intends to issue an order revoking licence number S0162. The Registrar is issuing this Notice of Intent to Revoke a Licence because the Licensee no longer meets the licensing criteria set out in section 35 of the *Act*. This constitutes grounds for the Registrar to revoke the Licence under s. 95(1) of the *Act*.

### THE REGISTRAR OF THE RETIREMENT HOMES REGULATORY AUTHORITY INTENDS TO ORDER THAT:

1. Licence number S0162, issued to Dundas Retirement Place Inc. on June 17, 2013, to operate the Dundas Retirement Place, shall be revoked effective six (6) months after the date on which the Order is issued, or such other time that the Registrar considers appropriate (the "**Effective Date**").
2. Within three (3) business days of the date on which the Order is issued, provide the RHRA with a copy of:

- a. An up-to-date list of staff employed by the Home, including business contact information;
  - b. An up-to-date list of all residents of the Home including for each resident:
    - i. Date of birth;
    - ii. Phone number;
    - iii. E-mail address (if applicable);
    - iv. Room/suite number;
    - v. Care services provided by the Licensee;
    - vi. Care services provided by external care providers and the name of the external care providers; and
    - vii. Name and contact information of power of attorney and/or substitute decision-maker if applicable.
3. Before the Effective Date, the Licensee must either:
- a. Sell the Home to a buyer who will own or control the business of operating the Home as a retirement home; Or
  - b. Cease operating the Home as a retirement home as defined by the Act and Regulation.
4. If the Licensee elects to cease operating as a retirement home, the Licensee must:
- a. At least 150 days prior to the Licensee ceasing to operate as a retirement home, or 150 days prior to the Effective Date, whichever is earlier, provide directly to each resident, or as applicable, each resident's substitute decision-maker, a written notice approved by the RHRA indicating the date the Home will cease to be operated as a retirement home as defined by the Act, explaining how the Licensee will cease operating as a retirement home according to the Act and Regulation, and explaining that the residents will no longer have the protections of the *Retirement Homes Act, 2010*, including the inspection regime and complaints process, and indicating that the Licensee will help to find appropriate alternate accommodation for residents.
  - b. At least 150 days prior to the Licensee ceasing to operate as a retirement home, or 150 days prior to the Effective Date, whichever is earlier, submit a transition plan to the Registrar, including the following information:
    - i. A description of how the Licensee intends to use the Home after (the Home ceases to be a retirement home);

- ii. An up-to-date summary of the care needs of the residents and a summary of the care services that the Licensee provides to the residents;
  - iii. An up-to-date list of alternate accommodation and external care providers that may be available to meet the needs of the residents after the home ceases to be operated as a retirement home;
  - iv. An up-to-date list of external care providers who provide care services to residents of the Home;
  - v. A description of how the Licensee will deal with any money that residents have entrusted to the Licensee; and,
- c. Take reasonable steps, if residents request, to find appropriate alternate accommodation for residents or to facilitate resident access to any external care providers that a requesting resident needs,
- d. Within 3 days of the implementation of paragraph a (providing residents notice), submit to the RHRA proof that the notice has been provided directly to each resident of the Home, or the resident's substitute decision-maker as applicable.
5. If the Licensee elects to sell the Home to a purchaser who will own or control the business of operating the Home as a retirement home, the Licensee must:
- a. Immediately upon undertaking negotiations to purchase the Home with a potential purchaser provide the RHRA with the name and contact information of the potential purchaser and, if applicable, the potential purchaser's agent;
  - b. Maintain ownership and control over the business of operating the Home as a retirement home until such time as the RHRA has advised both the potential purchaser and the Licensee that the potential purchaser will be issued a licence.
6. Until the date on which a sale of the Home closes as set out above, the date on which the Licensee ceases to operate the Home as a retirement home as set out above, or the Effective Date, whichever is earliest, the Licensee must:
- a. Immediately notify the RHRA of:
    - i. Any missed payments to staff, contractors, or other vendors, as well as details of the nature of the missed payments;

- ii. any notices, orders, directives, or other documents issued to the Licensee or the Home by the local fire services provider, local public health officials, or by the municipality;
  - iii. any resignation of employment of a staff member due to lack of payment, or workplace conditions;
  - iv. any pending service cancellations from utility or other service providers, and;
  - v. any other events that could reasonably affect the ability of the Home to continue to operate and/or the provision of care services to residents.
- b. Ensure that there are, at all times, qualified, trained staff available to provide care services to residents at the Home;
  - c. Continue to provide care services to residents in accordance with the agreements between the Licensee and the residents, and in accordance with the Act and Ontario Regulation 166/11;
  - d. Not interfere with RHRA employees, contractors, community partners, or any external care providers in accessing residents of the Home. This includes, but is not limited to, permitting RHRA employees and/or their designates, community partners and/or external care providers with access to the Home;
  - e. Provide the Registrar with any information requested in writing within the timeframe specified by the Registrar, until such time as the licence is revoked.

## REASONS FOR THE PROPOSED ORDER

### (A) Criteria for Revoking a Licence

1. Section 35 of the Act, requires that in order to be licensed to operate a retirement home, an applicant for a licence must, among other things, meet the following criteria:
  - a. They must demonstrate that they are competent to operate the home in a responsible manner in accordance with this Act and the regulations and that they are in a position to provide or facilitate the provision of care services to the home's residents;

- b. Their past conduct must afford reasonable grounds to believe that the home will be operated, in accordance with this Act and the regulations and all other applicable Acts, regulations and municipal by-laws; with honesty and integrity, and in a manner that is not prejudicial to the health, safety or welfare of its residents; and,
  - c. They must satisfy any other requirements specified in the regulations.
2. Section 95 of the Act provides that the Registrar may revoke a licence in various circumstances, including if the licensee no longer meets these criteria.
  3. Pursuant to s. 95(1) of the Act, the Registrar intends to revoke the Licensee's licence.

#### **(B) Grounds for Revocation**

- a. **The Registrar has reasonable grounds to believe that the Licensee does not meet the criteria set out in Section 35 of the Act.**
4. The Licensee is registered in Ontario. Stefanie Martino, Sophie-Anne Martino, Anthony Thaddeus Martino and John Martino are Officers of the Licensee. Stefanie Martino, Sophie-Anne Martino, John Martino, and Anthony Thaddeus Martino are the listed Directors.
  5. The Licensee is associated with a number of other retirement homes licensed by the RHRA ("the Associated Licensees").
  6. The Registrar has reasonable grounds to believe that the Licensee, and its Officers and Directors are not competent to operate the Home in a responsible manner in accordance with the Act and the Regulation and are not in a position to provide or facilitate the provision of care services to its residents.
  7. The past conduct of the Licensee and the officers/directors of the Licensee does not afford reasonable grounds to believe that the home will be operated in accordance with the Act and the regulations and all other applicable Acts, regulations and municipal by-laws; with honesty and integrity; and in a manner that is not prejudicial to the health, safety or welfare of its residents.

Financial Mismanagement and Risk of Harm to Residents

8. The Licensee has permitted the registration of the following charges on the Home:

Date	Charge Amount	Chargee	Interest
2015/06/12	\$3,950,000	Communication Technologies Credit Union Ltd. ("Comtech")	5%
2018/07/27	\$7,385,000	Buduchnist Credit Union Ltd. ("BCU")	18%
2019/11/18	\$1,300,000	Dapinderjeet Gill, et. al. ("Gill Lenders")	14%

9. Collateral security in the loans has been issued to all three lenders in the form of assignments of leases/rents.
10. On October 1, 2020, the RHRA learned that the retirement homes operated by the Associated Licensees, including the Licensee, may be in significant financial difficulty.
11. Upon learning this, the Registrar had concerns as to whether the Associated Licensees, including the Licensee, were at risk of being put into receivership or possibly going bankrupt. The RHRA wrote to legal counsel for the Associated Licensees with a series of inquiries.
12. On October 5, 2020, legal counsel for the Associated Licensees responded to the RHRA's requests and, among other things, confirmed that the Licensee had failed to make any mortgage payments since March/April, 2020.
13. An Associated Licensee took the Gill loan and, John Martino, Anthony Thaddeus Martino, and Stephanie and Sophie-Anne Martino acted as guarantors of the Gill loan. The Home was used as security.
14. On October 29, 2020, the RHRA received notice from legal counsel representing BCU indicating that BCU would be making an application to the Superior Court of Justice to have a receiver appointed at the Home in a limited capacity.
15. The Registrar understands that the Licensee has found a potential buyer for the Home that is willing to accept the debts of the Licensee. However, counsel for the Licensee advised that this purchase is conditional on the potential buyer being licensed by the RHRA. The potential buyer has yet to submit a licensing application and it is entirely unknown as to whether this purchase will be completed.
16. The Licensee has been unable to pay its mortgages for approximately 6-7 months. As a result, the Licensee is now the subject of at least two legal proceedings in which another party is seeking some control of the Home.

17. Due to the Licensee's failure to manage its finances appropriately, residents of the Home now face various risks, including that creditors of the Licensee will exercise security interests in the Home which could result in evictions and cessation of care services. It also presents the risk that the Licensee may have insufficient liquidity to satisfy the necessary expenses associated with operating a retirement home, including utility payments, maintenance needs, food and hydration services, staff wages, and expenses associated with safety and infection prevention and control measures.
18. The lack of stability and the risk that the Licensee has created poses even greater potential harm to residents in the context of the COVID-19 pandemic, the lack of alternative housing options in the geographic region of the Home, and the coming winter months.
19. Solvency is a basic requirement for operating a retirement home, and the specter of insolvency imperils not only the Licensee but all of the residents in the Home, who rely on the Licensee for a safe, stable, and secure place to live and for the provision of essential care services.

*Past Conduct of the Licensee's Officers and Directors*

*Emerald Lodge*

20. Stephanie Martino is also the sole Officer and Director of a non-Licensee corporation which previously operated and owned a care home called Emerald Lodge.
21. The RHRA is aware that Emerald Lodge went into Receivership as of September 29, 2020. Emerald Lodge has been cited for numerous violations by the City of Hamilton and had to be evacuated of residents on October 23, 2020.
22. The RHRA understands that the City of Hamilton issued several orders against Emerald Lodge and advised Stephanie Martino that the licence to operate would not be renewed.
23. According to a statement by the City of Hamilton, "serious concerns included the absence of on-site management supervision of the facility; the state of repair of the facility; the safety and security of staff and residents; staffing levels; inadequate infection prevention and control measures; and, the overall inability of the operator to meet the complex needs of residents." The City also indicated that it was very concerned about the potential for COVID-19 to spread in the facility.
24. According to materials filed in the receivership application for Emerald Lodge, Stephanie Martino's company had, as of July 31, 2020, \$17,324.16 owing in taxes to the City of Hamilton which it had been missing payments for since February 2020.
25. Stephanie Martino's financial mismanagement and poor operation of Emerald Lodge that left residents there at risk of harm indicates that she does not meet the licensing criteria under the Act.

### Conclusion

26. For these reasons, the Registrar has reasonable grounds to believe that the Licensee, and its officers and directors are not competent to operate the Home in a responsible manner in accordance with the Act and the Regulation and are not in a position to provide or facilitate the provision of care services to its residents.
27. The past conduct of the Licensee and the officers directors of the Licensee does not afford reasonable grounds to believe that the home will be operated in accordance with the Act and the regulations and all other applicable Acts, regulations and municipal by-laws; with honesty and integrity; and in a manner that is not prejudicial to the health, safety or welfare of its residents.
28. Consequently, the Registrar intends to issue an order to revoke the Licensee's licence according to the terms set out above.

### **SUBMISSIONS**

Pursuant to subsection 95(5) of the Act, the Licensee is entitled to provide written submissions to the Registrar with respect to any matter set out in this Notice of Intent to Revoke a Licence. If you wish to make submissions, you must do so by 5 p.m. on **November 19, 2020**. Submissions to the Registrar may be made by email to [enforcement@rhra.ca](mailto:enforcement@rhra.ca).

The Registrar will review and consider any written submissions from the Licensee before finalizing a decision on whether to revoke a licence.

Issued on November 3, 2020.

  
\_\_\_\_\_  
Jay O'Neill  
Registrar of the Retirement Homes Regulatory Authority

## RELEVANT LEGISLATION

### Issuance of licence

**35** The Registrar shall issue a licence to operate a specific retirement home to an applicant if, in the opinion of the Registrar, the applicant has complied with section 34 and the following criteria have been met:

1. The applicant has demonstrated that the following persons are competent to operate the home in a responsible manner in accordance with this Act and the regulations and are in a position to provide or facilitate the provision of care services to its residents:
  - i. The applicant.
  - ii. If the applicant is a corporation,
    - a. the persons who have a controlling interest in the applicant, and
    - b. the directors and officers of the applicant.
  - iii. If the applicant is not a corporation, the persons who have a controlling interest in the applicant.
  - iv. If a person who has a controlling interest in the applicant is itself a corporation, the person's directors and officers.
2. The past conduct of the persons described in subparagraphs 1 i, ii, iii and iv affords reasonable grounds to believe that the home will be operated,
  - i. in accordance with this Act and the regulations and all other applicable Acts, regulations and municipal by-laws,
  - ii. with honesty and integrity, and
  - iii. in a manner that is not prejudicial to the health, safety or welfare of its residents.
3. The applicant has satisfied the prescribed requirements, if any, for the issuance of the class of licence for which the applicant is applying and is not ineligible for that class of licence on any ground specified in the regulations.
4. The applicant has satisfied the other requirements for the issuance of the licence that are specified in the regulations and the applicant is not ineligible for the licence on any ground specified in the regulations. 2010, c. 11, s. 35.

### Order revoking licence

**95 (1)** Subject to subsection (3), the Registrar may serve an order on a licensee revoking the licensee's licence, if the Registrar believes on reasonable grounds that,

- (a) the criteria in paragraphs 1 to 4 of section 35 are no longer met;
- (b) the licensee has contravened a requirement under this Act; or
- (c) the licensee or any person acting on behalf of the licensee made a false statement in the application for the licence or in any document or information required to be provided under this Act. 2010, c. 11, s. 95 (1).

#### **Contents of order**

(2) The order may require the licensee to cease operating the retirement home for which the licence was issued and to comply with the requirements that are set out in the order and that the Registrar considers necessary for achieving the ceasing of the operation of the home. 2010, c. 11, s. 95 (2).

#### **Notice of intent**

(3) The Registrar shall not serve an order on a person under subsection (1) unless, before doing so, the Registrar

- (a) serves a notice of intent to issue the order on the person in accordance with subsection (4);
- (b) gives the person an opportunity to make written submissions with respect to the proposed order in accordance with subsection (5); and
- (c) reviews the written submissions, if any, made by the person in accordance with subsection (5). 2010, c. 11, s. 95 (3).

#### **Content of notice of intent**

(4) A notice of intent shall

- (a) set out the proposed order;
- (b) set out the reasons for the proposed order, including details of the person's acts and omissions with dates and locations, if appropriate; and
- (c) state that the person may provide written submissions to the Registrar in accordance with subsection (5). 2010, c. 11, s. 95 (4).

#### **Written submissions**

(5) A person who is served with a notice of intent may provide written submissions to the Registrar with respect to any matter set out in the notice, within 15 days after the day the notice of intent was served on the person or within whatever other period that is specified in the notice. 2010, c. 11, s. 95 (5).

#### **Application for licence after revocation**

(6) In the case of a final order to revoke a person's licence to operate a retirement home, the person may reapply to the Registrar under Part III for a licence to operate the home only if the person satisfies the Registrar that new or other evidence is available or that material circumstances have changed. 2010, c. 11, s. 95 (6).

**EXHIBIT "Q"**

TO THE AFFIDAVIT OF LAURA MITCHELL

SWORN DECEMBER 10<sup>th</sup> 2020.

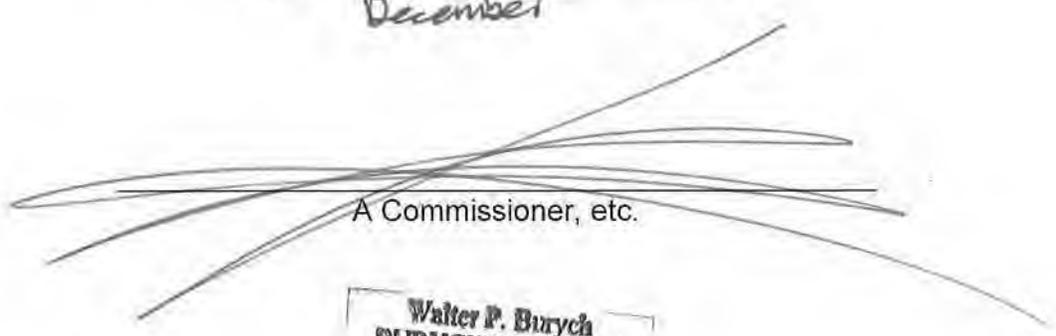
A handwritten signature in blue ink, consisting of a stylized initial 'L' followed by a horizontal line extending to the right.

---

A Commissioner, etc.

## EXHIBIT "B"

TO THE SUPPLEMENTARY AFFIDAVIT OF TOM WILSON

SWORN NOVEMBER 3, 2020.*December*  
A Commissioner, etc.

Walter P. Burych  
BURYCH LAWYERS  
204-89 Queensway West  
Mississauga, Ontario  
LSB 2V2

**Laura Mitchell**

---

**From:** Robert S. Brown <rsb@rsblaw.ca>  
**Sent:** November 10, 2020 3:49 PM  
**To:** Wójtek Jaskiewicz  
**Cc:** rhmcie5@hotmail.com; Stefanie Marino (stefanie385@hotmail.com); Mike Springstead (nalc@cogeco.net)  
**Subject:** FW: Notices of Intent - Montgomery - S0457  
**Attachments:** 2020-11-03 - Notice of Intent to Impose Conditions - Montgomery S0457.pdf; 2020-11-03 - Notice of Intent to Revoke Licence - Montgomery S0457.pdf

**Importance:** High

Wojtek  
 Please find RHRA Notices.  
 Regards  
 Bob

Robert S. Brown



**brownlaw**

Robert S. Brown Professional Corporation

Standard Life Building

730-120 King St. W.

Hamilton, Ontario, L8P 4V2

T: 905.528.3003

F: 289.389.9899

Email: [rsb@rsblaw.ca](mailto:rsb@rsblaw.ca)

ASSISTANT: HEIDI MEYER [hm@rsblaw.ca](mailto:hm@rsblaw.ca)

CONFIDENTIALITY: This e-mail message (including attachments, if any) is confidential and is intended only for the individual(s) named. Unauthorized use or disclosure is strictly prohibited. Disclosure of this e-mail to anyone other than the intended recipient(s) does not constitute a waiver of privilege. If you have received this communication in error, please notify us immediately and delete this e-mail. Thank you for your cooperation. This message has not been encrypted. Special arrangements can be made for encryption upon request.

CONFIDENTIALITÉ: Ce message électronique (comprenant pièces jointes, le cas échéant) est confidentiel et destiné uniquement à la personne ou à l'entité à qui il est adressé. Toute divulgation non prévue ou utilisation non autorisée de ce message électronique constitue une violation de la confidentialité et de tout privilège professionnel. Toute divulgation de ce message électronique à une personne autre que la personne ou l'entité destinataire(s) ne constitue pas une renonciation au privilège. Si vous avez reçu ce message électronique par erreur, veuillez nous en aviser immédiatement et supprimer ce message. Merci pour votre coopération. Ce message n'a pas été crypté. Des arrangements particuliers peuvent être faits pour le cryptage de ce message sur demande.

**IN AN ATTEMPT TO ENSURE THE HEALTH AND SAFETY OF OUR STAFF AND CLIENTS, APPOINTMENTS WILL NOW BE HELD BY AUDIO-VISUAL COMMUNICATIONS WHEREVER POSSIBLE**

**Coronavirus/Covid-19 Advisory:** As a precaution, if you are planning on attending our office and feel unwell, please contact us to make other arrangements or, if possible, to reschedule. Also, if you do attend and have recently travelled internationally, we ask that you follow Government Public Health guidelines, found here: <https://www.canada.ca/en/public-health/services/diseases/2019-novel-coronavirus-infection.html>

**From:** Patricia Nykamp  
**Sent:** Tuesday, November 3, 2020 4:08 PM  
**To:** Rose Hrcie ; stefanie martino ; nalc@cogeco.net  
**Cc:** Robert S. Brown ; Michael McClurg ; David Litwin ; Samantha Gagnon  
**Subject:** Notices of Intent - Montgomery - S0457  
**Importance:** High

Dear Licensee

Please find attached:

A Notice of Intent to Impose Conditions on a Licence. You are entitled to make submissions to the Notice of Intent to Impose Conditions until **November 10, 2020**.

A Notice of Intent to Revoke a Licence. You are entitled to make submissions to the Notice of Intent to Revoke until **November 19, 2020**.

The Registrar will review and consider your submissions prior to making final decision on either matter.

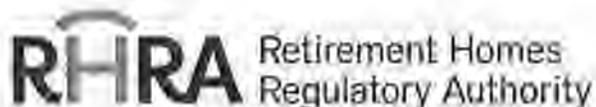
Sincerely,

Patricia Nykamp

Patricia Nykamp  
Senior Law & Enforcement Clerk  
Retirement Homes Regulatory Authority  
55 York Street, Suite 700  
Toronto, ON M5J 1R7  
T 416 440 3579 | F 416 487 1223

Corporate Office Closed - Staff are working remotely  
Doing our part to slow the spread of COVID-19

**RHRA** Retirement Homes  
Regulatory Authority



November 3, 2020

Maple Retirement Homes Inc.  
 o/a Montgomery Retirement Home  
 1605 Main Street E  
 Hamilton, ON L8H 1C4

Served by email to: [rhrcie5@hotmail.com](mailto:rhrcie5@hotmail.com)  
[stephanie385@hotmail.com](mailto:stephanie385@hotmail.com)  
[nald@cogeco.net](mailto:nald@cogeco.net)

Dear Licensee

**RE: Notice of Intent to Impose Conditions – 2020-S0457-40-01**

Enclosed with this letter is a Notice of Intent to Impose Conditions on a Licence issued by the Registrar of the Retirement Homes Regulatory Authority

Please read the Notice of Intent carefully. You may make written submissions about any matter set out in the Notice of Intent until **November 10, 2020**. Submissions may be sent by email to [enforcement@rhra.ca](mailto:enforcement@rhra.ca). Given the urgency and uncertainty of the situation, the Registrar has determined that a 5 business day notice period is appropriate.

The Registrar will consider any submissions received prior to the deadline, before making a final decision on whether to impose the conditions.

Sincerely,

A handwritten signature in black ink, appearing to read "M. McClurg", is written over a faint, illegible printed name.

Michael McClurg  
 RHRA Manager of Enforcement

c. [rsb@rsblaw.ca](mailto:rsb@rsblaw.ca)

encl: Notice of Intent to Impose Conditions # 2020-S0457-40-01

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## NOTICE OF INTENT TO IMPOSE CONDITIONS ON A LICENCE

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Pursuant to the *Retirement Homes Act, 2010* S.O. 2010, Chapter 11, section 40.

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Maple Retirement Homes Inc.  
o/a Montgomery Retirement Home  
1605 Main Street E.  
Hamilton, ON L8H 1C4

By email to: [rhncie5@hotmail.com](mailto:rhncie5@hotmail.com)  
[stephanie385@hotmail.com](mailto:stephanie385@hotmail.com)  
[nalc@coqeco.net](mailto:nalc@coqeco.net)

### NOTICE OF INTENT #2020-S0457-40-01

This is a Notice of Intent to Impose Conditions on a Licence (the "Notice") issued by the Registrar of the Retirement Homes Regulatory Authority (the "Registrar" and "RHRA", respectively) pursuant to section 40 of the *Retirement Homes Act, 2010* (the "Act").

Section 39 of the Act authorizes the Registrar to impose conditions on a licence. With this Notice, the Registrar gives the Licensee an opportunity to make written submissions with respect to the proposed conditions. The Registrar shall review any written submissions made by the Licensee, provided they are made in accordance with the timeline set out below.

### PROPOSED CONDITIONS

The Registrar intends to impose the following conditions on the licence:

1. The Licensee must, within two weeks of receiving the Notice of Decision and at such other intervals as requested by the RHRA, submit the following information to the RHRA:
  - a. A statement of all expenditures associated with the operation of the Home, including:
    - i. Mortgage expenses and/or expenses associated with the property;
    - ii. Utility expenses (gas, hydro, water, etc.);
    - iii. Staffing expenses (payments for all full-time, part-time, and contract staffing including external care providers hired by the Licensee)
    - iv. Expenses associated with the provision of care services
    - v. Maintenance expenses (including expenses associated with environmental cleaning and pest control)
    - vi. Food and hydration expenses
    - vii. Insurance expenses
    - viii. Pharmacy related expenses
  - b. A statement of the Licensee's revenues, including:
    - i. Revenue received from residents for rent
    - ii. Revenue received from residents for the provision of care services

- c. A statement from the Licensee confirming which expenses for the preceding two-week period have been paid and outlining the Licensee's plan to ensure payment of the unpaid expenses.
2. The Licensee must immediately notify the RHRA of:
- a. Any missed payments to staff, contractors, or other vendors, as well as details of the nature of the missed payments;
  - b. Any notices, orders, directives, or other documents issued to the Licensee or the Home by the local fire services providers, local public health official, or the municipality;
  - c. Any resignation of a staff member due to lack of payment or workplace conditions;
  - d. Any pending service cancellations from utility or other service providers; and
  - e. Any other event that could reasonably affect the ability of the Home to continue to operate and/or provide care services to residents.

## REASONS FOR THE PROPOSED CONDITIONS

The Licensee is registered in Ontario. Stefanie Laura Martino is the President and the sole Director and Officer of the Licensee.

In May 2018, the Licensee granted two mortgages on title to the Home: one in the amount of \$2,900,000.00 in favour of Buduchnist Credit Union Limited and the other in the amount of \$750,000.00 in favour of Life Care Medical Pharmacy Ltd. The mortgage with Life Care Medical Pharmacy Ltd. was guaranteed by Rose Hrnclie, Stefanie Laura Martino, and North American Living Centres Limited.

The total indebtedness of the Licensee that remains owing and is secured by the above-discussed mortgages is unclear at this time.

In or around March or April, 2020, the Licensee defaulted on its contractual mortgage payments to one or more of the mortgagees set out above. The Licensee remains in default of its mortgage obligations at this time.

Due to the financial position that the Licensee has put itself in, residents of the Home now face various risks, including that creditors of the Licensee will exercise security interests in the Home which could result in evictions of residents and cessation of care services for residents. It also presents the risk that the Licensee may have insufficient liquidity to satisfy the necessary expenses associated with operating the retirement home, including utility payments, maintenance needs, food and hydration services, staff wages, and expenses associated with safety and infection prevention and control measures. The uncertainty and precarious position that the Licensee has created poses even greater risk to residents in the context of the COVID-19 pandemic, the lack of alternative housing options for residents in the geographic region of the Home, and the coming winter months.

Solvency is a basic requirement for operating a retirement home, and the specter of insolvency imperils not only the Licensee but all of the residents in the Home, who rely on the Licensee for a safe, stable, and secure place to live and for the provision of essential care services.

For these reasons, the Registrar has concurrently issued a Notice of Intent to Revoke the Licensee's license.

However, until such time as the Licensee ceases to operate the Home, the Registrar intends to impose the above-noted conditions on the licence to satisfy himself that the Licensee is sufficiently solvent to incur the necessary expenses associated with operating the Home and that the Licensee is and will continue to incur those necessary expenses to safeguard its residents.

### **SUBMISSIONS**

The Licensee may make written submissions to the Registrar with respect to any matter set out in this Notice in accordance with subsection 40(3) of the Act. The deadline for the Licensee's submissions is **November 10, 2020** and they should be sent by email to [enforcement@rhra.ca](mailto:enforcement@rhra.ca).

The Registrar will review and consider any written submissions from the Licensee before deciding whether to impose conditions on the licence.

**Issued on November 3, 2020**

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Jay O'Neill  
Registrar, Retirement Homes Regulatory Authority

## LEGISLATION

**Retirement Homes Act, 2010****Conditions imposed by Registrar**

39 At or after the time a licence is issued, the Registrar may impose the conditions that the Registrar considers appropriate on the licence, subject to section 40. 2010, c. 11, s. 39.

**Notice of intent to make decision**

40 (1) The Registrar shall not make a decision to refuse to issue a licence to an applicant or to impose a condition on a licensee's licence at or after the time the licence is issued unless, before doing so, the Registrar,

- (a) serves a notice of intent to make the decision on the applicant or licensee, as the case may be, in accordance with subsection (2);
- (b) gives the applicant or licensee an opportunity to make written submissions with respect to the proposed decision in accordance with subsection (3); and
- (c) reviews the written submissions, if any, made by the applicant or licensee in accordance with subsection (3). 2010, c. 11, s. 40 (1).

**Content of notice of intent**

(2) A notice of intent shall,

- (a) set out the proposed decision and the reasons for it; and
- (b) state that the applicant or licensee may provide written submissions to the Registrar in accordance with subsection (3). 2010, c. 11, s. 40 (2).

**Written submissions**

(3) An applicant or licensee who is served with a notice of intent may provide written submissions to the Registrar with respect to any matter set out in the notice, within 15 days after the day the notice of intent was served on the applicant or licensee or within whatever other period is specified in the notice. 2010, c. 11, s. 40 (3).



November 3, 2020

Maple Retirement Homes Inc.  
o/a Montgomery Retirement Home  
1605 Main Street E.  
Hamilton, ON L8H 1C4

By email to: [rhmcie5@hotmail.com](mailto:rhmcie5@hotmail.com)  
[stephanie385@hotmail.com](mailto:stephanie385@hotmail.com)  
[nalc@copeco.net](mailto:nalc@copeco.net)

Dear Licensee,

**Notice of Intent to Revoke a Licence #2020-S0457-95-01– Montgomery Retirement Home**

Enclosed with this letter is a Notice of Intent to Revoke a Licence ("NOI") issued by the Registrar of the Retirement Homes Regulatory Authority (the "Registrar").

Please read the NOI very carefully. Pursuant to section 95(5) of the Act, you are entitled to provide written submissions to the Registrar with respect to the intended order and/or any matter set out in this NOI. If you wish to make submissions, they must be provided to the Registrar by **November 19, 2020**. Submissions to the Registrar may be made by email to [enforcement@rhra.ca](mailto:enforcement@rhra.ca).

The Registrar will review and consider any written submissions from the Licensee before finalizing a decision on whether to revoke the licence.

Sincerely,

A handwritten signature in black ink, appearing to read "DLitwin", is written over a light blue horizontal line.

David Litwin  
RHRA Counsel

c. [rsbi@rsblaw.ca](mailto:rsbi@rsblaw.ca)

encl. Notice of Intent to Revoke #2020-S0457-95-01

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## NOTICE OF INTENT TO REVOKE A LICENCE

Pursuant to the *Retirement Homes Act, 2010* S.O. 2010, Chapter 11, section 95.

---

Maple Retirement Homes Inc.  
 o/a Montgomery Retirement Home  
 1605 Main Street E.  
 Hamilton, ON L8H 1C4

By email to: [rhncie5@hotmail.com](mailto:rhncie5@hotmail.com)  
[stephanie385@hotmail.com](mailto:stephanie385@hotmail.com)  
[nalc@coqeco.net](mailto:nalc@coqeco.net)

### NOTICE OF INTENT #2020-S0457-95-01

This is a Notice of Intent to Revoke a Licence issued by the Registrar of the Retirement Homes Regulatory Authority (the "**RHRA**") pursuant to section 95 of the *Retirement Homes Act, 2010*, SO 2010, C-11 (the "**Act**").

This Notice of Intent to Revoke a Licence pertains to Maple Retirement Homes Inc. (the "**Licensees**").

The Licensees were issued licence number S0457 on July 12, 2018, by the Registrar, to operate a 25-suite retirement home known as Montgomery Retirement Home (the "**Home**"). The Home is located at 1605 Main Street E., Hamilton, ON L8H 1C4.

This Notice of Intent provides notice to the Licensee that the Registrar intends to issue an order revoking licence number S0457. The Registrar is issuing this Notice of Intent to Revoke a Licence because the Licensee no longer meets the licensing criteria set out in section 35 of the *Act*. This constitutes grounds for the Registrar to revoke the Licence under s. 95(1) of the *Act*.

### THE REGISTRAR OF THE RETIREMENT HOMES REGULATORY AUTHORITY INTENDS TO ORDER THAT:

1. Licence number S0457, issued to Maple Retirement Homes Inc. on July 12, 2018, to operate the Montgomery Retirement Home, shall be revoked effective six (6) months after the date on which the Order is issued, or such other time that the Registrar considers appropriate (the "**Effective Date**").
2. Within three (3) business days of the date on which the Order is issued, provide the RHRA with a copy of:

- a. An up-to-date list of staff employed by the Home, including business contact information;
  - b. An up-to-date list of all residents of the Home including for each resident:
    - i. Date of birth;
    - ii. Phone number;
    - iii. E-mail address (if applicable);
    - iv. Room/suite number;
    - v. Care services provided by the Licensee;
    - vi. Care services provided by external care providers and the name of the external care providers; and
    - vii. Name and contact information of power of attorney and/or substitute decision-maker if applicable.
3. Before the Effective Date, the Licensee must either:
- a. Sell the Home to a buyer who will own or control the business of operating the Home as a retirement home; Or
  - b. Cease operating the Home as a retirement home as defined by the Act and Regulation.
4. If the Licensee elects to cease operating as a retirement home, the Licensee must:
- a. At least 150 days prior to the Licensee ceasing to operate as a retirement home, or 150 days prior to the Effective Date, whichever is earlier, provide directly to each resident, or as applicable, each resident's substitute decision-maker, a written notice approved by the RHRA indicating the date the Home will cease to be operated as a retirement home as defined by the Act, explaining how the Licensee will cease operating as a retirement home according to the Act and Regulation, and explaining that the residents will no longer have the protections of the *Retirement Homes Act, 2010*, including the inspection regime and complaints process, and indicating that the Licensee will help to find appropriate alternate accommodation for residents if so requested.
  - b. At least 150 days prior to the Licensee ceasing to operate as a retirement home, or 150 days prior to the Effective Date, whichever is earlier, submit a transition plan to the Registrar, including the following information:
    - i. A description of how the Licensee intends to use the Home after the Home ceases to be a retirement home;

- ii. An up-to-date summary of the care needs of the residents and a summary of the care services that the Licensee provides to the residents;
  - iii. An up-to-date list of alternate accommodation and external care providers that may be available to meet the needs of the residents after the home ceases to be operated as a retirement home;
  - iv. An up-to-date list of external care providers who provide care services to residents of the Home;
  - v. A description of how the Licensee will deal with any money that residents have entrusted to the Licensee.
- c. Take reasonable steps, if residents request, to find appropriate alternate accommodation for residents or to facilitate resident access to any external care providers that a requesting resident needs.
- d. Within 3 days of the implementation of paragraph 'a' (providing residents notice), submit to the RHRA proof that the notice has been provided directly to each resident of the Home, or the resident's substitute decision-maker as applicable.
5. If the Licensee elects to sell the Home to a purchaser who will own or control the business of operating the Home as a retirement home, the Licensee must:
- a. Immediately upon undertaking negotiations to purchase the Home with a potential purchaser provide the RHRA with the name and contact information of the potential purchaser and, if applicable, the potential purchaser's agent;
  - b. Maintain ownership and control over the business of operating the Home as a retirement home until such time as the RHRA has advised both the potential purchaser and the Licensee that the potential purchaser will be issued a licence.
6. Until the date on which a sale of the Home closes as set out above, the date on which the Licensee ceases to operate the Home as a retirement home as set out above, or the Effective Date, whichever is earliest, the Licensee must:
- a. Immediately notify the RHRA of:
    - i. Any missed payments to staff, contractors, or other vendors, as well as details of the nature of the missed payments;

- ii. any notices, orders, directives, or other documents issued to the Licensee or the Home by the local fire services provider, local public health officials, or by the municipality;
  - iii. any resignation of employment of a staff member due to lack of payment, or workplace conditions;
  - iv. any pending service cancellations from utility or other service providers, and;
  - v. any other events that could reasonably affect the ability of the Home to continue to operate and/or the provision of care services to residents;
- b. Ensure that there are, at all times, qualified, trained staff available to provide care services to residents at the Home;
  - c. Continue to provide care services to residents in accordance with the agreements between the Licensee and the residents, and in accordance with the Act and Ontario Regulation 166/11;
  - d. Not interfere with RHRA employees, contractors, community partners, or any external care providers in accessing residents of the Home. This includes, but is not limited to, permitting RHRA employees and/or their designates, community partners and/or external care providers with access to the Home;
  - e. Provide the Registrar with any information requested in writing within the timeframe specified by the Registrar, until such time as the licence is revoked.

## REASONS FOR THE PROPOSED ORDER

### (A) Criteria for Revoking a Licence

1. Section 35 of the Act, requires that in order to be licensed to operate a retirement home, an applicant for a licence must, among other things, meet the following criteria:
  - a. They must demonstrate that they are competent to operate the home in a responsible manner in accordance with this Act and the regulations and that they are in a position to provide or facilitate the provision of care services to the home's residents;
  - b. Their past conduct must afford reasonable grounds to believe that the home will be operated, in accordance with this Act and the regulations and all other applicable Acts, regulations and municipal by-laws; with honesty and integrity; and in a manner that is not prejudicial to the health, safety or welfare of its residents; and,

- c. They must satisfy any other requirements specified in the regulations.
2. Section 95 of the Act provides that the Registrar may revoke a licence in various circumstances, including if the licensee no longer meets these criteria.
  3. Pursuant to s. 95(1) of the Act, the Registrar intends to revoke the Licensee's licence.

**(B) Grounds for Revocation**

**a. The Registrar has reasonable grounds to believe that the Licensee does not meet the criteria set out in Section 35 of the Act.**

4. The Licensee is a numbered company registered in Ontario. Stefanie Laura Martino is the President and the sole Director and Officer of the Licensee.
5. The Licensee is associated with a number of other retirement homes licensed by the RHRA ("the Associated Licensees").
6. The Registrar has reasonable grounds to believe that the Licensee, and its officer and director are not competent to operate the Home in a responsible manner in accordance with the Act and the Regulation and are not in a position to provide or facilitate the provision of care services to its residents.
7. The past conduct of the Licensee and the officer and director of the Licensee does not afford reasonable grounds to believe that the home will be operated in accordance with the Act and the regulations and all other applicable Acts, regulations and municipal by-laws; with honesty and integrity; and in a manner that is not prejudicial to the health, safety or welfare of its residents.

Financial Mismanagement and Risk to Residents

8. The Licensee has permitted the registration of the following charges on the Home:

Date	Charge Amount	Chargee	Interest
2018/05/31	\$2,900,000	Buduchnist Credit Union Ltd. ("BCU")	18%
2018/05/31	\$750,000	Lifecare Medical Pharmacy	N/A – Given as collateral security for a promissory note

9. The Licensee also provided collateral security in the loans to both lenders in the form of assignments of leases/rents.
10. On October 1, 2020, the RHRA learned that the retirement homes operated by the Associated Licensees, including the Licensee, may be in significant financial difficulty.
11. Upon learning this, the Registrar had concerns as to whether the Associated Licensees, including the Licensee, were at risk of being put into receivership or possibly going bankrupt. The RHRA wrote to legal counsel for the Associated Licensees with a series of inquiries.
12. On October 5, 2020, legal counsel for the Associated Licensees responded to the RHRA's requests and, among other things, confirmed that the Licensee had failed to make any mortgage payments since March/April, 2020.
13. On October 29, 2020, the RHRA received notice from legal counsel representing BCU indicating that BCU would be making an application to the Superior Court of Justice to have a receiver appointed at the Home in a limited capacity.
14. The Registrar understands that the Licensee has found a potential buyer for the Home that is willing to accept the debts of the Licensee. However, counsel for the Licensee advised that this purchase is conditional on the potential buyer being licensed by the RHRA. The potential buyer has yet to submit a licensing application and it is entirely unknown as to whether this purchase will be completed.
15. The Licensee has been unable to pay its mortgages for approximately 6-7 months. As a result, the Licensee is now the subject of at least one legal proceeding in which another party is seeking some control of the Home.
16. Due to the Licensee's failure to manage its finances appropriately, residents of the Home now face various risks, including that creditors of the Licensee will exercise security interests in the Home which could result in evictions and cessation of care services. It also presents the risk that the Licensee may have insufficient liquidity to satisfy the necessary expenses associated with operating a retirement home, including utility payments, maintenance needs, food and hydration services, staff wages, and expenses associated with safety and infection prevention and control measures.
17. The lack of stability and the risk that the Licensee has created poses even greater potential harm to residents in the context of the COVID-19 pandemic, the lack of alternative housing options in the geographic region of the Home, and the coming winter months.
18. Solvency is a basic requirement for operating a retirement home, and the specter of insolvency imperils not only the Licensee but all of the residents in the Home, who rely on the Licensee for a safe, stable, and secure place to live and for the provision of essential care services.

Past Conduct of the Licensee's Officers and Directors

19. Stephanie Martino is also the sole Officer and Director of a non-Licensee corporation which previously operated and owned a care home called Emerald Lodge.
20. The RHRA is aware that Emerald Lodge went into Receivership as of September 28, 2020. Emerald Lodge has been cited for numerous violations by the City of Hamilton and had to be evacuated of residents on October 23, 2020.
21. The RHRA understands that the City of Hamilton issued several orders against Emerald Lodge and advised Stephanie Martino that the licence to operate would not be renewed.
22. According to a statement by the City of Hamilton, "serious concerns included the absence of on-site management supervision of the facility; the state of repair of the facility; the safety and security of staff and residents; staffing levels; inadequate infection prevention and control measures; and, the overall inability of the operator to meet the complex needs of residents." The City also indicated that it was very concerned about the potential for COVID-19 to spread in the facility.
23. According to materials filed in the receivership application for Emerald Lodge, Stephanie Martino's company had, as of July 31, 2020, \$17,324.16 owing in taxes to the City of Hamilton which it had been missing payments for since February 2020.
24. Stephanie Martino's financial mismanagement and poor operation of Emerald Lodge that left residents there at risk of harm indicates that she does not meet the licensing criteria under the Act.

Conclusion

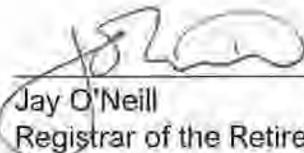
25. For these reasons, the Registrar has reasonable grounds to believe that the Licensee, and its officers and directors are not competent to operate the Home in a responsible manner in accordance with the Act and the Regulation and are not in a position to provide or facilitate the provision of care services to its residents.
26. The past conduct of the Licensee and the officers directors of the Licensee does not afford reasonable grounds to believe that the home will be operated in accordance with the Act and the regulations and all other applicable Acts, regulations and municipal by-laws, with honesty and integrity; and in a manner that is not prejudicial to the health, safety or welfare of its residents.
27. Consequently, the Registrar intends to issue an order to revoke the Licensee's licence according to the terms set out above.

**SUBMISSIONS**

Pursuant to subsection 95(5) of the *Act*, the Licensee is entitled to provide written submissions to the Registrar with respect to any matter set out in this Notice of Intent to Revoke a Licence. If you wish to make submissions, you must do so by 5 p.m. on **November 19, 2020**. Submissions to the Registrar may be made by email to [enforcement@rhra.ca](mailto:enforcement@rhra.ca).

The Registrar will review and consider any written submissions from the Licensee before finalizing a decision on whether to revoke a licence.

Issued on November 3, 2020.



---

Jay O'Neill  
Registrar of the Retirement Homes Regulatory Authority

## RELEVANT LEGISLATION

### Issuance of licence

**35** The Registrar shall issue a licence to operate a specific retirement home to an applicant if, in the opinion of the Registrar, the applicant has complied with section 34 and the following criteria have been met:

1. The applicant has demonstrated that the following persons are competent to operate the home in a responsible manner in accordance with this Act and the regulations and are in a position to provide or facilitate the provision of care services to its residents:
  - i. The applicant.
  - ii. If the applicant is a corporation,
    - a. the persons who have a controlling interest in the applicant; and
    - b. the directors and officers of the applicant.
  - iii. If the applicant is not a corporation, the persons who have a controlling interest in the applicant.
  - iv. If a person who has a controlling interest in the applicant is itself a corporation, the person's directors and officers.
2. The past conduct of the persons described in subparagraphs 1 i, ii, iii and iv affords reasonable grounds to believe that the home will be operated,
  - i. in accordance with this Act and the regulations and all other applicable Acts, regulations and municipal by-laws;
  - ii. With honesty and integrity; and
  - iii. in a manner that is not prejudicial to the health, safety or welfare of its residents.
3. The applicant has satisfied the prescribed requirements, if any, for the issuance of the class of licence for which the applicant is applying and is not ineligible for that class of licence on any ground specified in the regulations.
4. The applicant has satisfied the other requirements for the issuance of the licence that are specified in the regulations and the applicant is not ineligible for the licence on any ground specified in the regulations. 2010, c. 11, s. 35.

### Order revoking licence

**95 (1)** Subject to subsection (3), the Registrar may serve an order on a licensee revoking the licensee's licence, if the Registrar believes on reasonable grounds that,

- (a) the criteria in paragraphs 1 to 4 of section 35 are no longer met;
- (b) the licensee has contravened a requirement under this Act; or
- (c) the licensee or any person acting on behalf of the licensee made a false statement in the application for the licence or in any document or information required to be provided under this Act. 2010, c. 11, s. 95 (1)

#### **Contents of order**

(2) The order may require the licensee to cease operating the retirement home for which the licence was issued and to comply with the requirements that are set out in the order and that the Registrar considers necessary for achieving the ceasing of the operation of the home. 2010, c. 11, s. 95 (2).

#### **Notice of intent**

(3) The Registrar shall not serve an order on a person under subsection (1) unless, before doing so, the Registrar,

- (a) serves a notice of intent to issue the order on the person in accordance with subsection (4);
- (b) gives the person an opportunity to make written submissions with respect to the proposed order in accordance with subsection (5); and
- (c) reviews the written submissions, if any, made by the person in accordance with subsection (5). 2010, c. 11, s. 95 (3).

#### **Content of notice of intent**

(4) A notice of intent shall,

- (a) set out the proposed order;
- (b) set out the reasons for the proposed order, including details of the person's acts and omissions with dates and locations, if appropriate; and
- (c) state that the person may provide written submissions to the Registrar in accordance with subsection (5). 2010, c. 11, s. 95 (4).

#### **Written submissions**

(5) A person who is served with a notice of intent may provide written submissions to the Registrar with respect to any matter set out in the notice, within 15 days after the day the notice of intent was served on the person or within whatever other period that is specified in the notice. 2010, c. 11, s. 95 (5).

#### **Application for licence after revocation**

(6) In the case of a final order to revoke a person's licence to operate a retirement home, the person may reapply to the Registrar under Part III for a licence to operate the home only if the person satisfies the Registrar that new or other evidence is available or that material circumstances have changed. 2010, c. 11, s. 95 (6).

**EXHIBIT "R"**

TO THE AFFIDAVIT OF LAURA MITCHELL

SWORN DECEMBER 10<sup>th</sup> 2020.

A handwritten signature in blue ink, consisting of a stylized initial 'A' followed by a horizontal line extending to the right.

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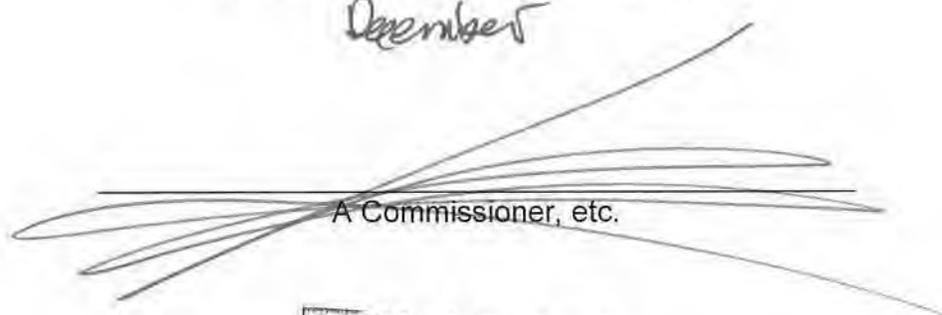
A Commissioner, etc.

EXHIBIT "C"

TO THE SUPPLEMENTARY AFFIDAVIT OF TOM WILSON

SWORN ~~NOVEMBER~~ 3, 2020.

*December*

  
A Commissioner, etc.

Walter P. Burych  
BURYCH LAWYERS  
204-89 Queensway West  
Mississauga, Ontario  
LSB 2V2

**Laura Mitchell**

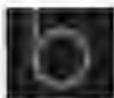
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**From:** Robert S. Brown <rsb@rsblaw.ca>  
**Sent:** November 10, 2020 3:50 PM  
**To:** Wojtek Jaskiewicz  
**Cc:** rhrncie5@hotmail.com; Stefanie Martino (stefanie385@hotmail.com); Mike Springstead (nalc@copeco.net)  
**Subject:** FW: Notices of Intent - Northview Senior's Residence - 50160  
**Attachments:** 2020-11-03 - Notice of Intent to Impose Conditions - Northview 50160.pdf; 2020-11-03 - Notice of Intent to Revoke Licence - Northview 50160.pdf

**Importance:** High

Wojtek  
 Please find RHRA Notices.  
 Regards  
 Bob

Robert S. Brown



**brownlaw**

Robert S. Brown Professional Corporation

Standard Life Building

730-120 King St. W.

Hamilton, Ontario, L8P 4V2

T: 905.528.3003

F: 289.389.9899

Email: [rsb@rsblaw.ca](mailto:rsb@rsblaw.ca)

ASSISTANT: HEIDI MEYER [hm@rsblaw.ca](mailto:hm@rsblaw.ca)

CONFIDENTIALITY: This e-mail message (including attachments, if any) is confidential and is intended only for the individual(s) named. If you are not the named individual(s) disclosure is strictly prohibited. In the absence of that person, any disclosure of the information contained herein constitutes a violation of applicable law. If you have received this communication in error, please notify us immediately and delete this message. Thank you for your cooperation. This message has not been encrypted. Special arrangements can be made for encrypted communication services.

CONFIDENTIALITÉ: Ce message pourrait (y compris les pièces jointes, le cas échéant) être confidentiel et destiné uniquement à une ou plusieurs personnes nommées à cet effet. Toute révélation ou divulgation non permise est strictement interdite. Toute divulgation de confidentialité et de renseignements professionnels constitue une violation de la loi applicable. Si vous avez reçu ce message en erreur, veuillez nous en aviser immédiatement et le supprimer. Nous vous remercions de votre collaboration. Des services de messagerie à cryptage peuvent être offerts sur demande.

**IN AN ATTEMPT TO ENSURE THE HEALTH AND SAFETY OF OUR STAFF AND CLIENTS, APPOINTMENTS WILL NOW BE HELD BY AUDIO-VISUAL COMMUNICATIONS WHEREVER POSSIBLE.**

**Coronavirus/Covid-19 Advisory:** As a precaution, if you are planning on attending our office and feel unwell, please contact us to make other arrangements or, if possible, to reschedule. Also, if you do attend and have recently travelled internationally, we ask that you follow Government Public Health guidelines, found here: <https://www.canada.ca/en/public-health/services/diseases/2019-novel-coronavirus-infection.html>

**From:** Patricia Nykamp  
**Sent:** Tuesday, November 3, 2020 4:11 PM  
**To:** nalc@cogeco.net  
**Cc:** Robert S. Brown ; Michael McClurg ; David Litwin ; Samantha Gagnon  
**Subject:** Notices of Intent - Northview Senior's Residence - 50160  
**Importance:** High

Dear Licensee

Please find attached:

A Notice of Intent to Impose Conditions on a Licence. You are entitled to make submissions to the Notice of Intent to Impose Conditions until **November 10, 2020**.

A Notice of Intent to Revoke a Licence. You are entitled to make submissions to the Notice of Intent to Revoke until **November 19, 2020**.

The Registrar will review and consider your submissions prior to making final decision on either matter.

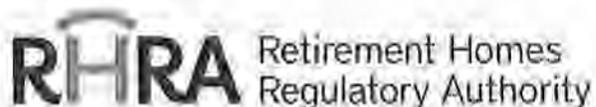
Sincerely,

Patricia Nykamp

Patricia Nykamp  
Senior Law & Enforcement Clerk  
Retirement Homes Regulatory Authority  
55 York Street, Suite 700  
Toronto, ON M5J 1R7  
T 416 410 3579 | F 416 487 3223

Corporate Office Closed - Staff are working remotely  
Doing our part to slow the spread of COVID-19

**RHRA** Retirement Homes  
Regulatory Authority



November 3, 2020

1059244 Ontario Inc.  
o/a Northview Senior's Residence  
19 Alkman Avenue  
Hamilton, ON L8M 1P6

Served by email to: [nalc@coqeco.net](mailto:nalc@coqeco.net)

Dear Licensee

**RE: Notice of Intent to Impose Conditions – 2020-S0160-40-01**

Enclosed with this letter is a Notice of Intent to Impose Conditions on a Licence issued by the Registrar of the Retirement Homes Regulatory Authority

Please read the Notice of Intent carefully. You may make written submissions about any matter set out in the Notice of Intent until **November 10, 2020**. Submissions may be sent by email to [enforcement@rhra.ca](mailto:enforcement@rhra.ca). Given the urgency and uncertainty of the situation, the Registrar has determined that a 5 business day notice period is appropriate.

The Registrar will consider any submissions received prior to the deadline, before making a final decision on whether to impose the conditions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Michael McClurg', is written over a light blue horizontal line.

Michael McClurg  
RHRA Manager of Enforcement

c. [rsb@rsblaw.ca](mailto:rsb@rsblaw.ca)

encl. Notice of Intent to Impose Conditions # 2020-S0160-40-01

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## NOTICE OF INTENT TO IMPOSE CONDITIONS ON A LICENCE

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Pursuant to the *Retirement Homes Act, 2010* S.O. 2010, Chapter 11, section 40.

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1059244 Ontario Inc.  
o/a Northview Senior's Residence  
19 Alkman Avenue  
Hamilton, ON L8M 1P6

By email to: [nalc@coqeco.net](mailto:nalc@coqeco.net)

### NOTICE OF INTENT #2020-S0160-40-01

This is a Notice of Intent to Impose Conditions on a Licence (the "Notice") issued by the Registrar of the Retirement Homes Regulatory Authority (the "Registrar" and "RHRA", respectively) pursuant to section 40 of the *Retirement Homes Act, 2010* (the "Act").

Section 39 of the Act authorizes the Registrar to impose conditions on a licence. With this Notice, the Registrar gives the Licensee an opportunity to make written submissions with respect to the proposed conditions. The Registrar shall review any written submissions made by the Licensee, provided they are made in accordance with the timeline set out below.

### PROPOSED CONDITIONS

The Registrar intends to impose the following conditions on the licence:

1. The Licensee must, within two weeks of receiving the Notice of Decision and at such other intervals as requested by the RHRA, submit the following information to the RHRA.
  - a. A statement of all expenditures associated with the operation of the Home, including:
    - i. Mortgage expenses and/or expenses associated with the property;
    - ii. Utility expenses (gas, hydro, water, etc.)
    - iii. Staffing expenses (payments for all full-time, part-time, and contract staffing, including external care providers hired by the Licensee)
    - iv. Expenses associated with the provision of care services
    - v. Maintenance expenses (including expenses associated with environmental cleaning and pest control)
    - vi. Food and hydration expenses
    - vii. Insurance expenses
    - viii. Pharmacy related expenses
  - b. A statement of the Licensee's revenues, including:
    - i. Revenue received from residents for rent
    - ii. Revenue received from residents for the provision of care services

- c. A statement from the Licensee confirming which expenses for the preceding two-week period have been paid and outlining the Licensee's plan to ensure payment of the unpaid expenses.
2. The Licensee must immediately notify the RHRA of:
- a. Any missed payments to staff, contractors, or other vendors, as well as details of the nature of the missed payments;
  - b. Any notices, orders, directives, or other documents issued to the Licensee or the Home by the local fire services providers, local public health official, or the municipality;
  - c. Any resignation of a staff member due to lack of payment or workplace conditions;
  - d. Any pending service cancellations from utility or other service providers; and
  - e. Any other event that could reasonably affect the ability of the Home to continue to operate and/or provide care services to residents.

## REASONS FOR THE PROPOSED CONDITIONS

The Licensee is a numbered company registered in Ontario. Sophi-Anne Martino is the President and sole Director of the Licensee.

In November 2015, the Licensee granted a mortgage on title to the Home in the amount of \$2,962,500.00 in favour of Communication Technologies Credit Union Limited.

In July 2018, the Licensee granted a further mortgage on title to the Home in the amount of \$4,820,000.00 in favour of Buduchnist Credit Union Limited.

In November 2019, the Licensee granted a further mortgage on title to the Home and other Homes owned by the same or related Licensees in the amount of \$1,300,000.00 in favour of five individual lenders: Dapinderjeet Gill (38.47% share); Darshan Gill (30.77% share); Amneet Gill (7.69% share); Jasper Properties Inc. (15.38% share); and Manjinder Jagdev (7.69% share). The mortgage was guaranteed by Stefania Martino, Sophi-Anne Martino, John Vincent Martino, Anthony Thaddeus Martino and Rose Marie Hrncic.

The total indebtedness of the Licensee that remains owing and is secured by the above-discussed mortgages is unclear at this time.

In or around March or April, 2020, the Licensee defaulted on its contractual mortgage payments to one or more of the mortgagees set out above. The Licensee remains in default of its mortgage obligations at this time.

Due to the financial position that the Licensee has put itself in, residents of the Home now face various risks, including that creditors of the Licensee will exercise security interests in the Home which could result in evictions of residents and cessation of care services for residents. It also presents the risk that the Licensee may have insufficient liquidity to satisfy the necessary expenses associated with operating the retirement home, including utility payments, maintenance needs, food and hydration services, staff wages, and expenses associated with safety and infection prevention and control measures. The uncertainty and precarious position

that the Licensee has created poses even greater risk to residents in the context of the COVID-19 pandemic, the lack of alternative housing options for residents in the geographic region of the Home, and the coming winter months.

Solvency is a basic requirement for operating a retirement home, and the specter of insolvency imperils not only the Licensee but all of the residents in the Home, who rely on the Licensee for a safe, stable, and secure place to live and for the provision of essential care services.

For these reasons, the Registrar has concurrently issued a Notice of Intent to Revoke the Licensee's license.

However, until such time as the Licensee ceases to operate the Home, the Registrar intends to impose the above-noted conditions on the license to satisfy himself that the Licensee is sufficiently solvent to incur the necessary expenses associated with operating the Home and that the Licensee is and will continue to incur those necessary expenses to safeguard its residents.

### **SUBMISSIONS**

The Licensee may make written submissions to the Registrar with respect to any matter set out in this Notice in accordance with subsection 40(3) of the Act. The deadline for the Licensee's submissions is **November 10, 2020** and they should be sent by email to [enforcement@rhra.ca](mailto:enforcement@rhra.ca).

The Registrar will review and consider any written submissions from the Licensee before deciding whether to impose conditions on the licence.

**Issued on November 3, 2020**



Jay O'Neill  
Registrar, Retirement Homes Regulatory Authority

## LEGISLATION

**Retirement Homes Act, 2010****Conditions imposed by Registrar**

39 At or after the time a licence is issued, the Registrar may impose the conditions that the Registrar considers appropriate on the licence, subject to section 40, 2010, c. 11, s. 39.

**Notice of intent to make decision**

40 (1) The Registrar shall not make a decision to refuse to issue a licence to an applicant or to impose a condition on a licensee's licence at or after the time the licence is issued unless, before doing so, the Registrar,

- (a) serves a notice of intent to make the decision on the applicant or licensee, as the case may be, in accordance with subsection (2);
- (b) gives the applicant or licensee an opportunity to make written submissions with respect to the proposed decision in accordance with subsection (3); and
- (c) reviews the written submissions, if any, made by the applicant or licensee in accordance with subsection (3). 2010, c. 11, s. 40 (1).

**Content of notice of intent**

(2) A notice of intent shall,

- (a) set out the proposed decision and the reasons for it; and
- (b) state that the applicant or licensee may provide written submissions to the Registrar in accordance with subsection (3). 2010, c. 11, s. 40 (2).

**Written submissions**

(3) An applicant or licensee who is served with a notice of intent may provide written submissions to the Registrar with respect to any matter set out in the notice, within 15 days after the day the notice of intent was served on the applicant or licensee or within whatever other period is specified in the notice. 2010, c. 11, s. 40 (3).

November 3, 2020

1059244 Ontario Inc.  
o/a Northview Senior's Residence  
19 Aikman Avenue  
Hamilton, ON L8M 1P6

By email to: [nalc@cogeco.net](mailto:nalc@cogeco.net)

Dear Licensee,

**Notice of Intent to Revoke a Licence #2020-S0160-95-01– Northview Senior's Residence**

Enclosed with this letter is a Notice of Intent to Revoke a Licence ("NOI") issued by the Registrar of the Retirement Homes Regulatory Authority (the "Registrar").

Please read the NOI very carefully. Pursuant to section 95(5) of the Act, you are entitled to provide written submissions to the Registrar with respect to the intended order and/or any matter set out in this NOI. If you wish to make submissions, they must be provided to the Registrar by **November 19, 2020**. Submissions to the Registrar may be made by email to [enforcement@rhra.ca](mailto:enforcement@rhra.ca).

The Registrar will review and consider any written submissions from the Licensee before finalizing a decision on whether to revoke the licence.

Sincerely,



David Litwin  
RHRA Counsel

c. [rsb@rsblaw.ca](mailto:rsb@rsblaw.ca)

encl. Notice of Intent to Revoke #2020-S0160-95-01

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## NOTICE OF INTENT TO REVOKE A LICENCE

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Pursuant to the *Retirement Homes Act, 2010* S.O. 2010, Chapter 11, section 95.

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1059244 Ontario Inc.  
 o/a Northview Senior's Residence  
 19 Aikman Avenue  
 Hamilton, ON L8M 1P6

By email to: [raio@ooregcu.net](mailto:raio@ooregcu.net)

### NOTICE OF INTENT #2020-S0160-95-01

This is a Notice of Intent to Revoke a Licence issued by the Registrar of the Retirement Homes Regulatory Authority (the "RHRA") pursuant to section 95 of the *Retirement Homes Act, 2010*, SO 2010, C 11 (the "**Act**").

This Notice of Intent to Revoke a Licence pertains to 1059244 Ontario Inc. (the "**Licensees**").

The Licensees were issued licence number S0160 on November 19, 2015, by the Registrar, to operate a 33-suite retirement home known as Northview Senior's Residence (the "**Home**"). The Home is located at 19 Aikman Avenue, Hamilton, ON L8M 1P6.

This Notice of Intent provides notice to the Licensee that the Registrar intends to issue an order revoking licence number S0160. The Registrar is issuing this Notice of Intent to Revoke a Licence because the Licensee no longer meets the licensing criteria set out in section 35 of the *Act*. This constitutes grounds for the Registrar to revoke the Licence under s. 95(1) of the *Act*.

### THE REGISTRAR OF THE RETIREMENT HOMES REGULATORY AUTHORITY INTENDS TO ORDER THAT:

1. Licence number S0160, issued to 1059244 Ontario Inc. on November 19, 2015, to operate the Northview Senior's Residence, shall be revoked effective six (6) months after the date on which the Order is issued, or such other time that the Registrar considers appropriate (the "**Effective Date**").
2. Within three (3) business days of the date on which the Order is issued, provide the RHRA with a copy of:
  - a. An up-to-date list of staff employed by the Home, including business contact information;

- b. An up-to-date list of all residents of the Home including for each resident:
          - i. Date of birth;
          - ii. Phone number;
          - iii. E-mail address (if applicable);
          - iv. Room/suite number;
          - v. Care services provided by the Licensee;
          - vi. Care services provided by external care providers and the name of the external care providers; and
          - vii. Name and contact information of power of attorney and/or substitute decision-maker if applicable.
3. Before the Effective Date, the Licensee must either:
  - a. Sell the Home to a buyer who will own or control the business of operating the Home as a retirement home; Or
  - b. Cease operating the Home as a retirement home as defined by the Act and Regulation.
4. If the Licensee elects to cease operating as a retirement home, the Licensee must:
  - a. At least 150 days prior to the Licensee ceasing to operate as a retirement home, or 150 days prior to the Effective Date, whichever is earlier, provide directly to each resident, or as applicable, each resident's substitute decision-maker, a written notice approved by the RHRA indicating the date the Home will cease to be operated as a retirement home as defined by the Act, explaining how the Licensee will cease operating as a retirement home according to the Act and Regulation, and explaining that the residents will no longer have the protections of the *Retirement Homes Act, 2010*, including the inspection regime and complaints process, and indicating that the Licensee will help to find appropriate alternate accommodation for residents if so requested.
  - b. At least 150 days prior to the Licensee ceasing to operate as a retirement home, or 150 days prior to the Effective Date, whichever is earlier, submit a transition plan to the Registrar, including the following information:
    - i. A description of how the Licensee intends to use the Home after the Home ceases to be a retirement home;
    - ii. An up-to-date summary of the care needs of the residents and a summary of the care services that the Licensee provides to the residents;

- iii. An up-to-date list of alternate accommodation and external care providers that may be available to meet the needs of the residents after the home ceases to be operated as a retirement home;
    - iv. An up-to-date list of external care providers who provide care services to residents of the Home;
    - v. A description of how the Licensee will deal with any money that residents have entrusted to the Licensee.
  - c. Take reasonable steps, if residents request, to find appropriate alternate accommodation for residents or to facilitate resident access to any external care providers that a requesting resident needs.
  - d. Within 3 days of the implementation of paragraph 'a' (providing residents notice), submit to the RHRA proof that the notice has been provided directly to each resident of the Home, or the resident's substitute decision-maker as applicable.
- 5. If the Licensee elects to sell the Home to a purchaser who will own or control the business of operating the Home as a retirement home, the Licensee must:
  - a. Immediately upon undertaking negotiations to purchase the Home with a potential purchaser provide the RHRA with the name and contact information of the potential purchaser and, if applicable, the potential purchaser's agent;
  - b. Maintain ownership and control over the business of operating the Home as a retirement home until such time as the RHRA has advised both the potential purchaser and the Licensee that the potential purchaser will be issued a licence.
- 6. Until the date on which a sale of the Home closes as set out above, the date on which the Licensee ceases to operate the Home as a retirement home as set out above, or the Effective Date, whichever is earliest, the Licensee must:
  - a. Immediately notify the RHRA of:
    - i. Any missed payments to staff, contractors, or other vendors, as well as details of the nature of the missed payments;
    - ii. any notices, orders, directives, or other documents issued to the Licensee or the Home by the local fire services provider, local public health officials, or by the municipality.

- iii. any resignation of employment of a staff member due to lack of payment, or workplace conditions;
  - iv. any pending service cancellations from utility or other service providers, and;
  - v. any other events that could reasonably affect the ability of the Home to continue to operate and/or the provision of care services to residents.
- b. Ensure that there are, at all times, qualified, trained staff available to provide care services to residents at the Home;
  - c. Continue to provide care services to residents in accordance with the agreements between the Licensee and the residents, and in accordance with the Act and Ontario Regulation 166/11;
  - d. Not interfere with RHRA employees, contractors, community partners, or any external care providers in accessing residents of the Home. This includes, but is not limited to, permitting RHRA employees and/or their designates, community partners and/or external care providers with access to the Home;
  - e. Provide the Registrar with any information requested in writing within the timeframe specified by the Registrar, until such time as the licence is revoked.

## REASONS FOR THE PROPOSED ORDER

### (A) Criteria for Revoking a Licence

1. Section 35 of the Act, requires that in order to be licensed to operate a retirement home, an applicant for a licence must, among other things, meet the following criteria:
  - a. They must demonstrate that they are competent to operate the home in a responsible manner in accordance with this Act and the regulations and that they are in a position to provide or facilitate the provision of care services to the home's residents;
  - b. Their past conduct must afford reasonable grounds to believe that the home will be operated, in accordance with this Act and the regulations and all other applicable Acts, regulations and municipal by-laws; with honesty and integrity; and in a manner that is not prejudicial to the health, safety or welfare of its residents; and,
  - c. They must satisfy any other requirements specified in the regulations.

2. Section 95 of the Act provides that the Registrar may revoke a licence in various circumstances, including if the licensee no longer meets these criteria.
3. Pursuant to s. 95(1) of the Act, the Registrar intends to revoke the Licensee's licence.

### **(B) Grounds for Revocation**

#### **a. The Registrar has reasonable grounds to believe that the Licensee does not meet the criteria set out in Section 35 of the Act.**

4. The Licensee is a numbered company registered in Ontario. Sophi-Anne Martino is the President, Treasurer, and the sole Director of the Licensee. Stefania Martino is the Secretary of the Licensee.
5. The Licensee is associated with a number of other retirement homes licensed by the RHRA ("the Associated Licensees").
6. The Registrar has reasonable grounds to believe that the Licensee, and the officers and directors of the Licensee, are not competent to operate the Home in a responsible manner in accordance with the Act and the Regulation and are not in a position to provide or facilitate the provision of care services to its residents.
7. The past conduct of the Licensee and the officers/directors of the Licensee does not afford reasonable grounds to believe that the home will be operated in accordance with the Act and the regulations and all other applicable Acts, regulations and municipal by-laws; with honesty and integrity; and in a manner that is not prejudicial to the health, safety or welfare of its residents.

#### Financial Mismanagement and Risk to Residents

8. The Licensee has permitted the registration of the following charges on the Home:

Date	Charge Amount	Chargee	Interest
2015/11/19	\$2,962,500	Communication Technologies Credit Union Ltd. ("Comtech")	5%
2018/07/27	\$4,820,000	Buduchnist Credit Union Ltd. ("BCU")	18%
2019/11/18	\$1,300,000	Dapinderjeet Gill, et. al. ("Gill Lenders")	14%

9. The Licensee also provided collateral security in the loans to all three lenders in the form of assignments of leases/rents.
10. On October 1, 2020, the RHRA learned that the retirement homes operated by the Associated Licensees, including the Licensee, may be in significant financial difficulty.
11. Upon learning this, the Registrar had concerns as to whether the Associated Licensees, including the Licensee, were at risk of being put into receivership or possibly going bankrupt. The RHRA wrote to legal counsel for the Associated Licensees with a series of inquiries.
12. On October 5, 2020, legal counsel for the Associated Licensees responded to the RHRA's requests and, among other things, confirmed that the Licensee had failed to make any mortgage payments since March/April, 2020.
13. The Licensee took the Gill loan and, John Martino, Anthony Thaddeus Martino, and Stephanie and Sophie-Anne Martino acted as guarantors of the Gill loan. The Home was used as security.
14. On October 29, 2020, the RHRA received notice from legal counsel representing BCU indicating that BCU would be making an application to the Superior Court of Justice to have a receiver appointed at the Home in a limited capacity.
15. The Registrar understands that the Licensee has found a potential buyer for the Home that is willing to accept the debts of the Licensee. However, counsel for the Licensee advised that this purchase is conditional on the potential buyer being licensed by the RHRA. The potential buyer has yet to submit a licensing application and it is entirely unknown as to whether this purchase will be completed.
16. The Licensee and its officers and director have been unable to pay its mortgages for approximately 6-7 months. As a result, the Licensee is now the subject of at least two legal proceedings in which another party is seeking some control of the Home.
17. Due to the Licensee's failure to manage its finances appropriately, residents of the Home now face various risks, including that creditors of the Licensee will exercise security interests in the Home which could result in evictions and cessation of care services. It also presents the risk that the Licensee may have insufficient liquidity to satisfy the necessary expenses associated with operating a retirement home, including utility payments, maintenance needs, food and hydration services, staff wages, and expenses associated with safety and infection prevention and control measures.
18. The lack of stability and the risk that the Licensee has created poses even greater potential harm to residents in the context of the COVID-19 pandemic, the lack of alternative housing options in the geographic region of the Home, and the coming winter months.
19. Solvency is a basic requirement for operating a retirement home, and the specter of insolvency imperils not only the Licensee but all of the residents in the Home, who rely

on the Licensee for a safe, stable, and secure place to live and for the provision of essential care services.

Past Conduct of the Licensee's Officers and Directors

20. Stephanie Martino is also the sole Officer and Director of a non-Licensee corporation which previously operated and owned a care home called Emerald Lodge.
21. The RHRA is aware that Emerald Lodge went into Receivership as of September 29, 2020. Emerald Lodge has been cited for numerous violations by the City of Hamilton and had to be evacuated of residents on October 23, 2020.
22. The RHRA understands that the City of Hamilton issued several orders against Emerald Lodge and advised Stephanie Martino that the licence to operate would not be renewed.
23. According to a statement by the City of Hamilton, "serious concerns included the absence of on-site management supervision of the facility; the state of repair of the facility; the safety and security of staff and residents; staffing levels; inadequate infection prevention and control measures; and, the overall inability of the operator to meet the complex needs of residents." The City also indicated that it was very concerned about the potential for COVID-19 to spread in the facility.
24. According to materials filed in the receivership application for Emerald Lodge, Stephanie Martino's company had, as of July 31, 2020, \$17,324.16 owing in taxes to the City of Hamilton which it had been missing payments for since February 2020.
25. Stephanie Martino's financial mismanagement and poor operation of Emerald Lodge that left residents at risk of harm indicates that the corporate Licensee, of which she is an officer, does not meet the licensing criteria under the Act.

Conclusion

26. For these reasons, the Registrar has reasonable grounds to believe that the Licensee and its officers and directors are not competent to operate the Home in a responsible manner in accordance with the Act and the Regulation and are not in a position to provide or facilitate the provision of care services to its residents.
27. The past conduct of the Licensee and the officers directors of the Licensee does not afford reasonable grounds to believe that the home will be operated in accordance with the Act and the regulations and all other applicable Acts, regulations and municipal by-laws; with honesty and integrity; and in a manner that is not prejudicial to the health, safety or welfare of its residents.
28. Consequently, the Registrar intends to issue an order to revoke the Licensee's licence according to the terms set out above.

**SUBMISSIONS**

Pursuant to subsection 95(5) of the *Act*, the Licensee is entitled to provide written submissions to the Registrar with respect to any matter set out in this Notice of Intent to Revoke a Licence. If you wish to make submissions, you must do so by 5 p.m. on **November 19, 2020**. Submissions to the Registrar may be made by email to [enforcement@rhra.ca](mailto:enforcement@rhra.ca).

The Registrar will review and consider any written submissions from the Licensee before finalizing a decision on whether to revoke a licence.

Issued on November 3, 2020.



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Jay O'Neill  
Registrar of the Retirement Homes Regulatory Authority

## RELEVANT LEGISLATION

### Issuance of licence

**35** The Registrar shall issue a licence to operate a specific retirement home to an applicant if, in the opinion of the Registrar, the applicant has complied with section 34 and the following criteria have been met:

1. The applicant has demonstrated that the following persons are competent to operate the home in a responsible manner in accordance with this Act and the regulations and are in a position to provide or facilitate the provision of care services to its residents:
  - i. The applicant.
  - ii. If the applicant is a corporation,
    - a. the persons who have a controlling interest in the applicant, and
    - b. the directors and officers of the applicant.
  - iii. If the applicant is not a corporation, the persons who have a controlling interest in the applicant.
  - iv. If a person who has a controlling interest in the applicant is itself a corporation, the person's directors and officers.
2. The past conduct of the persons described in subparagraphs 1 i, ii, iii and iv affords reasonable grounds to believe that the home will be operated,
  - i. in accordance with this Act and the regulations and all other applicable Acts, regulations and municipal by-laws,
  - ii. with honesty and integrity, and
  - iii. in a manner that is not prejudicial to the health, safety or welfare of its residents.
3. The applicant has satisfied the prescribed requirements, if any, for the issuance of the class of licence for which the applicant is applying and is not ineligible for that class of licence on any ground specified in the regulations.
4. The applicant has satisfied the other requirements for the issuance of the licence that are specified in the regulations and the applicant is not ineligible for the licence on any ground specified in the regulations: 2010, c. 11, s. 35.

### Order revoking licence

**95 (1)** Subject to subsection (3), the Registrar may serve an order on a licensee revoking the licensee's licence, if the Registrar believes on reasonable grounds that,

- (a) the criteria in paragraphs 1 to 4 of section 35 are no longer met;
- (b) the licensee has contravened a requirement under this Act; or
- (c) the licensee or any person acting on behalf of the licensee made a false statement in the application for the licence or in any document or information required to be provided under this Act. 2010, c. 11, s. 95 (1).

#### **Contents of order**

(2) The order may require the licensee to cease operating the retirement home for which the licence was issued and to comply with the requirements that are set out in the order and that the Registrar considers necessary for achieving the ceasing of the operation of the home. 2010, c. 11, s. 95 (2).

#### **Notice of intent**

- (3) The Registrar shall not serve an order on a person under subsection (1) unless, before doing so, the Registrar,
- (a) serves a notice of intent to issue the order on the person in accordance with subsection (4);
  - (b) gives the person an opportunity to make written submissions with respect to the proposed order in accordance with subsection (5); and
  - (c) reviews the written submissions, if any, made by the person in accordance with subsection (5). 2010, c. 11, s. 95 (3).

#### **Content of notice of intent**

- (4) A notice of intent shall,
- (a) set out the proposed order;
  - (b) set out the reasons for the proposed order, including details of the person's acts and omissions with dates and locations, if appropriate; and
  - (c) state that the person may provide written submissions to the Registrar in accordance with subsection (5). 2010, c. 11, s. 95 (4).

#### **Written submissions**

(5) A person who is served with a notice of intent may provide written submissions to the Registrar with respect to any matter set out in the notice, within 15 days after the day the notice of intent was served on the person or within whatever other period that is specified in the notice. 2010, c. 11, s. 95 (5).

#### **Application for licence after revocation**

(6) In the case of a final order to revoke a person's licence to operate a retirement home, the person may reapply to the Registrar under Part III for a licence to operate the home only if the person satisfies the Registrar that new or other evidence is available or that material circumstances have changed. 2010, c. 11, s. 95 (6).

**EXHIBIT "S"**

TO THE AFFIDAVIT OF LAURA MITCHELL

SWORN DECEMBER 10<sup>th</sup> 2020.

A handwritten signature in blue ink, consisting of a stylized, cursive 'L' followed by a horizontal line extending to the right.

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A Commissioner, etc.

Court File No.

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

BUDUCHNIST CREDIT UNION LIMITED

Applicant

and

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

Respondents

**CONSENT**

By their respective lawyers, the parties consent to an Order on the following terms set out in Schedule "A" hereto

No party affected by the Order is under disability.

DATED AT OAKVILLE, ONTARIO this 9<sup>th</sup> day of December, 2020

**KEYSER MASON BALL LLP**

Per:



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Wojtek Jaskiewicz  
Lawyers for the Applicant  
BUDUCHNIST CREDIT UNION  
LIMITED

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DATED AT HAMILTON , this 9<sup>TH</sup> day of December, 2020

**BROWN LAW**



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Robert S. Brown  
Lawyers for the Respondents DUNDAS  
RETIREMENT PLACE INC. MAPLE  
RETIREMENT HOMES INC., and  
1059244 ONTARIO INC.

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## SCHEDULE "A"

Court File No.

ONTARIO

## SUPERIOR COURT OF JUSTICE

THE HONOURABLE

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WEEKDAY, THE #

JUSTICE

)

DAY OF MONTH, 20YR

)

**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 and the supplementary affidavit of Tom Wilson sworn December 3, 2020 and on hearing the submissions of counsel for [NAMES], no one appearing for [NAME] although duly served as appears from the affidavit of service of [NAME] sworn [DATE] 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;

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- (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

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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.

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- (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 '<@>'.

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.

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**SCHEDULE "A"**  
**RECEIVER CERTIFICATE**

CERTIFICATE NO. \_\_\_\_\_

AMOUNT \$ \_\_\_\_\_

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

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

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

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

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

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

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

DATED the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

Per: \_\_\_\_\_  
Name:  
Title:

**BUDUCHNIST CREDIT UNION LIMITED**  
Plaintiff

-and- **DUNDAS RETIREMENT PLACE INC. et al.**  
Defendants

Court File No.

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

**ORDER**

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Lawyers for the Plaintiff  
**BUDUCHNIST CREDIT UNION LIMITED**

RCPE 4C (May 1, 2016)

**BUDUCHNIST CREDIT UNION LIMITED**  
Plaintiff

-and- **DUNDAS RETIREMENT PLACE INC. et al.**  
Defendants

Court File No.

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

**CONSENT**

**KEYSER MASON BALL, LLP**  
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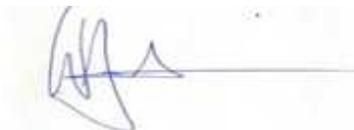
Lawyers for the Plaintiff  
**BUDUCHNIST CREDIT UNION LIMITED**

RCP-E 4C (May 1, 2016)

**EXHIBIT "T"**

TO THE AFFIDAVIT OF LAURA MITCHELL

SWORN DECEMBER 10<sup>th</sup> 2020.

A handwritten signature in blue ink, consisting of a stylized initial 'L' followed by a horizontal line.

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A Commissioner, etc.

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

**CONSENT**

MNP Ltd. consents to act as Receiver in the above-noted matter.

DATED AT RICHMOND HILL, this 28<sup>th</sup> day of October, 2020.

**MNP Ltd.**



\_\_\_\_\_  
Name: Sheldon Title  
Title: Senior Vice-President

**BUDUCHNIST CREDIT UNION**  
Applicant

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

Court File No.

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
**COMMERCIAL LIST**  
  
**PROCEEDING COMMENCED AT**  
**TORONTO**

**CONSENT**

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Lawyers for the Applicant

BUDUCHNIST CREDIT UNION LIMITED  
Plaintiff

-and-

DUNDAS RETIREMENT PLACE INC. et al.  
Defendants

Court File No. CV-20-74570

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT  
HAMILTON

**AFFIDAVIT OF LAURA MITCHELL**

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Lawyers for the Plaintiff  
BUDUCHNIST CREDIT UNION LIMITED

BUDUCHNIST CREDIT UNION LIMITED  
Plaintiff

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

Court File No.

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

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**REVISED APPLICATION RECORD**

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