

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

BUDUCHNIST CREDIT UNION LIMITED

Applicant

- and -

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

Respondents

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

**MOTION RECORD OF MNP LTD.
(Returnable September 7, 2021 at 10:00am via "ZOOM")**

August 26, 2021

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

BUDUCHNIST CREDIT UNION LIMITED

Applicant

- and -

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

Respondents

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

TAB	DOCUMENT	PAGE #
1	Notice of Motion (returnable September 7, 2021)	10
1A	Draft Order re: Title Conversion	18
1B	Draft Order re: Administrative Relief & Borrowing Increases	24
2	Third Report of the Receiver dated August 26, 2021	30
2A	Appendix A to the Third Report – Appointment Order, issued December 23, 2020	55
2B	Appendix B to the Third Report – Copies of the Court Orders and Corresponding Endorsement, issued March 23, 2021	75
2C	Appendix C to the Third Report – Copies of the Court Orders, issued April 30, 2021	85
2D	Appendix D to the Third Report – Affidavit of Walter P. Burych, sworn August 25, 2021	94

2E	Appendix E to the Third Report – The Receiver’s Interim R&D as at August 20, 2021	264
2F	Appendix F to the Third Report – Affidavit of Sheldon Title, sworn August 26, 2021	267
2G	Appendix G to the Third Report – Affidavit of Thomas P. Lambert, sworn August 24, 2021	361

TAB 1

Court No. CV-21-00661132-00CL

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

BUDUCHNIST CREDIT UNION LIMITED

Applicant

- and -

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

Respondents

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

NOTICE OF MOTION

MNP Ltd., in its capacity as Court-appointed receiver (the “**Receiver**”), without security, of all of the assets, undertakings and properties of Dundas Retirement Place Inc., Maple Retirement Homes Inc. and 1059244 Ontario Inc. (collectively, the “**Debtors**”) acquired for, or used in relation to a business carried on by the Debtors will make a motion to a Judge presiding over the Commercial List on September 7, 2021 at 10:00 am, or as soon after that time as the motion can be heard, which motion shall be heard virtually by “Zoom” videoconference and may be attended online by accessing the direct videoconference link at the following address <https://us02web.zoom.us/j/87585725949?pwd=N0ltdE80MHFTTDJFR3FnQzZ2ZnVoQT09>. A direct link will be circulated by email to those members of the Service List with known email addresses.

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

THE MOTION IS FOR:

1. an Order, substantially in the form attached hereto as Schedule “A”, *inter alia*:

- (a) rectifying certain title issues in respect of the real property owned by Dundas Retirement Place Inc. (“**Dundas**”) and known municipally as 33 Main Street, Dundas, Ontario and legally described as Lots 8, 9, 10 & Part Lot 11, Registrar’s Compiled Plan 1401, designated as Part 1 on Reference Plan 62R-14692, in the Town of Dundas, in the Regional Municipality of Hamilton-Wentworth (the “**Property**”) and directing the Registrar of Land Registry Office of the Regional Municipality of Hamilton-Wentworth (No. 62) to register the conversion of the Property from “Land Registry” to “Land Titles Conversion Qualified” (the “**Land Titles Conversion**”);
2. an Administrative Order, substantially in the form attached hereto as Schedule “B”, *inter alia*:
 - (a) increasing the Receiver’s borrowings limit and the Receiver’s Borrowings Charge as established by - and defined in - the Order or the Honourable Justice Parayeski dated December 23, 2020 (the “**Appointment Order**”)
 - (b) approving the third report of the Receiver dated August 26, 2021 (the “**Third Report**”), as well as the activities of the Receiver detailed therein;
 - (c) approving the fees and disbursements of the Receiver and its counsel, Loopstra Nixon LLP, as set out in their affidavit of fees, appended to the Third Report Appendix “F” and Appendix “G”, respectively; and
3. such further and other relief as counsel may advise and this Court may permit.

THE GROUNDS FOR THE MOTION ARE:

BACKGROUND

1. the Debtors were operators of three retirement homes in the Hamilton area, known as “Dundas Retirement Place”, “Northview Seniors Residence” and “Montgomery Lodge” (collectively, the “**Retirement Homes**”);

2. the Receiver was appointed as Receiver of the Retirement Homes on December 23, 2020, and began overseeing the operation of the same;
3. on March 23, 2021, Justice Hainey issued an order directing that these proceedings be transferred to, and heard by a judge presiding over, the Commercial List;

OPERATIONAL CHALLENGES & RECEIVER'S ACTIVITIES

4. a description of (a) the various operational and funding issues facing the Retirement Homes at time of the Receiver's appointment; (b) the revocation orders issued by Retirement Home Regulatory Authority (the "**RHRA**"); and (c) the Receiver's activities in addressing these issues and working with RHRA since its appointment through April 23, 2021 is contained, collectively, in the Receiver's First Report to Court dated March 14, 2021 and Second Report to Court dated April 23, 2021;
5. since such time the Receiver has, generally, (a) continued to work to regularize operations, including onboarding a new Vice President of Operations of the Debtors' undertakings; (b) communicating with residents and their families in respect to various issues; and (c) working with the RHRA, the City of Hamilton and other stakeholders to address various issues;
6. in addition, since its last report, the Receiver has been required to deal with three major operational issues, namely:
 - (a) the failure and replacement of the elevator at the Dundas Retirement Home;
 - (b) responding to a COVID-19 outbreak at the Dundas Retirement Home; and
 - (c) responding to a COVID-19 outbreak at the Northview Seniors Residence,
 each of which cause significant disruption and increased risks to the lives of residents and staff, and resulted in significant unanticipated costs;
7. the Receiver continues to oversee the Debtors' operations to ensure the health and safety of the residents and compliance with all RHRA requirements;

SALE APPROVAL, CONDITIONS & EXTENSION OF SUNSET DATE

8. on April 30, 2021, Justice Hainey issued an order approving the asset purchase agreement dated April 29, 2021 (the “**APA**”) entered into by the Receiver, as vendor, and LP Hamilton Holdings Inc., as purchaser (the “**Purchaser**”) for the sale of all of the assets, properties and undertakings of the Debtors to Purchaser including the Property (the “**Transaction**”);
9. the completion of the Transaction is subject to various conditions, including the approval of RHRA and of City of Hamilton (collectively, the “**Approvals**”) and the completion of the Land Titles Conversion;
10. the forgoing conditions could not be completed by the original “sunset date” of July 7, 2021 under the APA and parties have twice agreed to extend such date, with the new “sunset date” set for September 15, 2021;
11. the Purchaser is responsible for and is pursuing the Approvals;
12. the Receiver is responsible for completing the Land Titles Conversion;

LAND TITLES CONVERSION

13. the Receiver has worked with Walter Burych, counsel to the Applicant in these proceedings and a lawyer with considerable experience in real property law, to investigate and determine how to efficiently complete the Land Titles Conversion;
14. Mr. Burych investigated the issue, including retaining surveyors at the Applicant’s cost, and determined that the Property was originally denied Land Titles Conversion because of (i) an erroneous partial conveyance of land on the Northern boundary of the Property, and (ii) a poorly defined boundary on the Southern boundary of the Property, each of which were flagged by the Land Registry Office and cited to deny the registration of the conversion notwithstanding that (a) neither issue affects adjacent lands current registered under Land Titles and that (b) relevant quit claims were executed and registered on title to the Property to clarify such issues;
15. the investigation also disclosed that the issues can be readily explained and that no party will be materially prejudiced if the Land Titles Conversion is ordered;

16. a summary application could be made to the Land Registry Office for Land Titles Conversion, however, such a process could take months and would require affidavit evidence in respect to historical issues that no affiant is available to give;
17. given the timeline and uncertainty of an application to the Land Registry Office, such application was not tenable, as it would mean that:
 - (a) the proposed Transaction would fail; and
 - (b) the Retirement Homes licences would be revoked under the current RHRA orders, each of which would not only harm the economic stakeholders, but also the residents – forcing them and their families to relocate, and undermine the public’s interest in continued service and care for the elderly during the COVID-19 pandemic;
18. accordingly, the Receiver determined it would apply to Court for an order to address these issues and asked Mr. Burych to prepare an affidavit in support;
19. the affidavit of Mr. Burych, sworn August 25, 2021 (the “**Burych Affidavit**”) addresses the aforementioned issues in full;

INCREASE TO RECEIVER’S BORROWING LIMIT

20. paragraph 24 of the Appointment Order authorizes the Receiver to borrow up to \$200,000 (the “**Borrowing Limit**”) and issue corresponding Receiver’s Borrowings Certificates to secure repayment of any party funding the Receiver under the Receiver’s Borrowing Charge;
21. the Receiver has borrowed funds to facilitate its mandate from the Applicant and has issued corresponding Receiver’s Borrowing Certificates;
22. however, the Receiver has reached the Borrowing Limit, owing to ordinary-course expenditures and, more importantly, the extraordinary expenses incurred in connection the elevator replacement and the COVID-19 outbreaks;
23. the Receiver has applied for, and received, certain relief funding for COVID outbreak costs through a COVID emergency funding program administered by RHRA; however, it is not

clear that funding received or to be received will be sufficient to supplement funding through the end of the Receiver's mandate;

24. to date, the Receiver has obtained payables accommodations from major suppliers on the understanding that these payables form part of the Receiver's administration costs that will be funded out of the proceeds of the Transaction;

25. while the Transaction is anticipated to close shortly after the within motion, as a contingency the Receiver is requesting an increase in the Borrowing Limit and the Receiver's Borrowing Charge from \$200,000 to \$600,000 in order to ensure it can access funding as needed to complete its mandate;

APPROVAL FEES & DISBURSEMENTS

26. the Receiver's fees, including the fees and fee accrual of its legal counsel, as set out in the Third Report, are fair and reasonable;

APPROVAL OF SECOND REPORT AND ACTIVITIES

27. the Receiver has undertaken those activities that are further detailed in the Third Report in accordance with the terms of the Appointment Order;

28. the Third Report fairly and accurately reflects the circumstances of the receivership, the activities performed by the Receiver since appointment, as does the interim statement of receipts and disbursements included therein;

OTHER GROUNDS

29. the other grounds set out in the Third Report, including the affidavit of Mr. Burych appended thereto;

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

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

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

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

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

35. sections 24, 25, 32, 159 and 160 of the *Land Titles Act*, R.S.O. 1990 c. L.5;

36. such further and other grounds as counsel may advise and this Honourable Court may permit.

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

1. the Third Report and the appendices thereto, including the affidavit of Walter Burych and the Fee Affidavits; and
2. such further and other documentary evidence as counsel may advise and this Court permits.

DATE: August 26, 2021

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*Lawyers for the Court-Appointed
Receiver, MNP Ltd.*

TAB 1A

SCHEDULE "A"

Draft Order re: Title Conversion

[see attached]

Commercial List Court No. CV-21-00661132-00CL

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

THE HONOURABLE	)	TUESDAY, THE 7 th
)	
JUSTICE CAVANAGH	)	DAY OF SEPTEMEBR, 2021

B E T W E E N:

BUDUCHNIST CREDIT UNION LIMITED

Applicant

- and -

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

Respondents

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

ORDER

(Conversion of Property to Land Titles Conversion Qualified)

THIS MOTION, made by MNP Ltd., in its capacity as Court-appointed receiver (the “**Receiver**”), without security, of all of the assets, undertakings and properties of Dundas Retirement Place Inc., Maple Retirement Homes Inc. and 1059244 Ontario Inc. (collectively, the “**Debtors**”) for an order, *inter alia*, rectifying the register and directing the conversion to Land Titles Conversion Qualified of the real property known municipally as 33 Main Street, Dundas, Ontario and legally described as Lots 8, 9, 10 & Part Lot 11, Registrar’s Compiled Plan 1401, designated as Part 1 on Reference Plan 62R-14692, in the Town of Dundas, in the Regional

Municipality of Hamilton-Wentworth (the “**Property**”), was heard virtually by “Zoom” videoconference on this day in Toronto, Ontario.

ON READING the third report of the Receiver, dated <*>, 2021 (the “**Third Report**”) and on hearing the submissions of counsel for the Receiver and counsel to such other parties as reflected in the attendance sheet, no one else appearing for any other person on the service list, although properly served as appears from the affidavits of Amanda Adamo, sworn <*>, 2021, filed:

1. **THIS COURT ORDERS** that (a) the Quit Claim Deed from Martin T. Jeremias and Harjer Corporation Limited (formerly Jerdun Investments Limited) registered on title to the Property on December 11, 1998 as Instrument No. VM243865 and (b) the Quit Claim Deed from the Estate of Wallace Culver Cattell registered on title to the Property on December 11, 1998 as Instrument No. VM243868, are sufficient to rectify the register so as to affirm that the whole of the Property, as described in the Transfer/Deed registered on title to the Property on September 2, 1998 in Instrument No. VM243010 (the “**Transfer Deed**”), was properly transferred by Elm Villa Retirement Homes Inc. (“**Elm Villa**”) to 1156564 Ontario Inc., now known as Dundas Retirement Place Inc. (“**Dundas**”).
2. **THIS COURT ORDERS** that, for greater certainty, the Transfer Deed and sale of the Property from Elm Villa Dundas and the legal description of the Property as contained in the Transfer Deed, are hereby confirmed and validated.
3. **THIS COURT ORDERS** that any contravention of the *Planning Act*, R.S.O. 1990, c. P.13, as amended, resulting from the Transfer Deed and sale of the Property from Elm Villa to Dundas or relating to those portions of the Property described in the Quit Claim Deeds referenced in Paragraph 1 of this Order are hereby rectified and validated.
4. **THIS COURT DECLARES** that Dundas now holds good and valid title to the Property as described in the Transfer Deed.

5. **THIS COURT ORDERS** that this order shall be good and sufficient evidence of ownership of the Property for the purposes of Section 32(1) of the *Land Titles Act*, R.S.O. 1990 c. 15 and **THIS COURT ORDERS AND DIRECTS** that:
- a. the receiver in the within proceedings register a copy of this Order against title to the Property; and
 - b. the Land Registrar for the Registry Division of the Land Registry Office for Wentworth (No. 62) Hamilton immediately convert the Property from “Registry” to “Land Titles Conversion Qualified”.
6. **THIS COURT ORDERS** that this order is effective from today’s date and is enforceable without the need for entry and filing.
-

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

Applicant

Respondents

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

Commercial List Court File No. CV-21-00661132-00CL

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

Proceedings commenced at Hamilton

ORDER re: Administrative Relief (*Conversion
of Property to Land Titles Conversion Qualified*)

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Lawyers for the Receiver

TAB 1B

SCHEDULE “B”

Draft Order re: Administrative Relief & Borrowing Increases

[see attached]

Commercial List Court No. CV-21-00661132-00CL

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

THE HONOURABLE	)	TUESDAY, THE 7 th
)	
JUSTICE CAVANAGH	)	DAY OF AUGUST, 2021

B E T W E E N:

BUDUCHNIST CREDIT UNION LIMITED

Applicant

- and -

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

Respondents

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

ORDER

(Administrative Relief)

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

- (a) increasing the principal amount that the Receiver may borrow under the Receiver’s Borrowings Charge, as established by - and defined in - the Order or the Honourable Justice Parayeski dated December 23, 2020 (the “**Receivership Order**”);

- (b) approving the fees and disbursements of the Receiver and its counsel, Loopstra Nixon LLP; and
- (c) approving the third report of the Receiver, dated August 26, 2021 (the “**Third Report**”), as well as the activities of the Receiver described therein

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

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

1. **THIS COURT ORDERS** that the Third Report, as well as the activities of the Receiver described therein, are hereby approved.
2. **THIS COURT ORDERS** that paragraph 24 of the Receivership Order is hereby amended to increase the principal amount that the Receiver is authorized and empowered to borrow thereunder by \$400,000 to an aggregate total principal amount of \$600,000, which amount, for greater certainty, shall be secured by the Receiver’s Borrowings Charge established by the Receivership Order.
3. **THIS COURT ORDERS THIS COURT ORDERS** that the fees and disbursements of the Receiver and its counsel, Loopstra Nixon LLP, as set out in the fee affidavits attached to the Third Report as Appendix “F” and Appendix “G”, respectively, are hereby approved.
4. **THIS COURT ORDERS** that this order is effective from today’s date and is enforceable without the need for entry and filing.

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

APPLICATION UNDER SUBSECTION 243(1) OF THE BANKRUPTCY AND INSOLVENCY ACT, R.S.C. 1985, c. B-3, AS AMENDED, AND
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Commercial List Court File No. CV-21-00661132-00CL

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

Proceedings commenced at Hamilton

ORDER re: Administrative Relief

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BUDCHINIST CREDIT UNION LIMITED v. DUNDAS RETIREMENT PLACE INC., et al.
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Commercial List Court File No. CV-21-00661132-00CL

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TAB 2

Court File No. CV-21-00661132-00CL

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

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**

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

DATED AUGUST 26, 2021

,

INTRODUCTION AND BACKGROUND

1. On December 23, 2020 (“**Date of Appointment**”), upon the application (the “**Application**”) of Buduchnist Credit Union Limited (“**BCU**”), MNP Ltd. (“**MNP**”) was appointed Receiver (the “**Receiver**”) of all of the assets, properties and undertakings (the “**Property**”) of Dundas Retirement Place Inc. (“**Dundas**”), Maple Retirement Homes Inc. (“**Maple**”) and 1059244 Ontario Inc. (“**Northview**” and collectively with Dundas and Maple, referred to as the “**Companies**” or the “**Retirement Homes**”) by Order (the “**Appointment Order**”) of the Ontario Superior Court of Justice (the “**Court**”). A copy of the Appointment Order is attached hereto as **Appendix “A”**.
2. BCU has a first charge against the real property owned by the Companies and was, on the Date of Appointment, owed in aggregate approximately \$10.1 million. BCU has not received any payment on account of such debt and, instead, BCU has been funding the operating needs of the Receiver through Receiver’s Borrowings Certificates.
3. The Receiver filed its first report to the Court (the “**First Report**”), dated March 14, 2021, in support of its motion (returnable March 23, 2021) (the “**March 23rd Motion**”) seeking, *inter alia*, an order approving the sale process and authorizing the Receiver to enter into the listing agreements with Seniors Housing Real Estate Group (“**Seniors Housing**”), transferring these proceedings to the Commercial List in Toronto, approving the Receiver’s activities and the Receiver’s interim fees and disbursements, including the fees and disbursements of Loopstra Nixon LLP (“**Loopstra Nixon**”), its independent counsel (collectively, the “**Interim Fees**”).

4. Immediately prior to the March 23rd Motion, the Receiver and its counsel became aware of a potential transaction (the “**Alternate Transaction**”) that was being considered by BCU and the Respondents. These parties requested that consideration of the sale process be adjourned for approximately two (2) weeks to allow the parties to further consider the Alternate Transaction.
5. On March 23, 2021, the Court issued orders, *inter alia*:
 - a. approving the activities of the Receiver, as well as the interim statement of receipts and disbursements;
 - b. approving the Interim Fees;
 - c. sealing the confidential appendices to the First Report; and
 - d. directing that the receivership proceedings be directed to be listed on, and to be heard by a Judge presiding over the Commercial List.
- e. Copies of the Court orders and corresponding endorsement are collectively attached as **Appendix “B”**. The relief associated with the approval of the sale process and authorizing the Receiver to enter into the listing agreements with Seniors Housing was adjourned until April 12, 2021.
6. On April 12, 2021, the Receiver’s counsel advised the Court that there appeared to be an agreement in principle concerning the Alternate Transaction that remained subject to *inter alia*, (i) receipt by the Receiver of a deposit; and (ii) support of subordinate secured parties. Justice Hainey further ordered that the motion for approval of the Alternate Transaction be brought before the Court on April 30, 2021.
7. The Receiver filed its second report, dated April 23, 2021 and the Supplement to the Second Report, dated April 29, 2021 (collectively, the “**Second Report**”) in support of its

motion returnable April 30, 2021 for an order, *inter alia*, approving, and authorizing the Receiver to enter into, the agreement of purchase and sale dated April 20, 2021 (the “**Purchase Agreement**”) executed by LP Hamilton Holdings Inc., as purchaser (the “**Purchaser**”), and authorizing the Receiver to complete the transaction contemplated thereby (the “**Transaction**”); and, on closing of the Transaction, vesting in the Purchaser the Debtors’ right, title and interest in and to those assets which are the subject of the Transaction and sealing of the confidential appendix to the Second Report .

8. On April 30, 2021, the Court issued orders, *inter alia*:
 - a. approving the Transaction;
 - b. on closing of the Transaction, vesting in the Purchaser the Debtors’ right, title and interest in and to those assets which are the subject of the Transaction;
 - c. approving the Second Report; and
 - d. sealing the confidential appendix appended to the Second Report.
- e. Copies of the Court Orders are collectively attached as **Appendix “C”**.
9. The Appointment Order together with other publicly available information have been posted to the Receiver’s website (the “**Case Website**”), which can be found at: <https://mnpdebt.ca/Hamiltonretirementhomes>.
10. Each of the Companies’ sole business (collectively, the “**Business**”) is the ownership and operation of a retirement home, summarized below:

Property	Address	# of rooms	# of residents on the Date of Appointment	Current # of residents	Explanation of Change in Resident Count
Dundas	33 Main Street, Dundas	42	47 (occupancy limit of 54)	38	6 residents transferred to long term care facilities and three residents have passed away
Northview	19 Aikman Avenue, Hamilton	34	48 (occupancy limit of 57)	44	One resident was removed from the home, two residents passed away and one is in hospice
Maple - Montgomery Lodge	1605 Main Street East, Hamilton	32	30 (occupancy limit of 30)	27	Two new admissions; Three residents transferred to long term care; one to a hospital and one to an independent living facility

PURPOSE OF THIS REPORT

11. The purpose of this report (the “**Third Report**”) is to, *inter alia*,

- i) describe the Receiver’s activities since the Second Report;
- ii) update the Court on the status of the Transaction;
- iii) support the request that this Court issue orders, *inter alia*:
 - a. rectifying certain title issues in respect of the real property owned by Dundas and known municipally as 33 Main Street, Dundas, Ontario (the “**Dundas Property**”);
 - b. directing the Registrar of Land Registry Office of the Regional Municipality of Hamilton-Wentworth (No. 62;) (the “**LRO**”) to register the conversion of the Property from “Land Registry” to “Land Titles Conversion Qualified” (the “**Land Titles Conversion**”);
 - c. increasing the Receiver’s borrowings limit and the Receiver’s Borrowings Charge as established by and defined in the Appointment Order from \$200,000 to \$600,000;
 - d. approving the Third Report, as well as the activities of the Receiver detailed therein;
 - e. approving the fees and disbursements of the Receiver and its counsel, Loopstra Nixon LLP, as set out in their affidavit of fees, appended to the Third Report; and

- f. such other relief as the Court deems just.

TERMS OF REFERENCE

12. In preparing the Third Report and making the comments herein, the Receiver has relied on the following information:
- i. information provided by the BCU and their counsel;
 - ii. the Application Record, dated December 10, 2020;
 - iii. the Affidavits of Tom Wilson sworn October 26, 2020 and December 3, 2020;
 - iv. information provided by the Companies;
 - v. the affidavit of Walter Burych, dated August 25, 2021 (the “**Burych Affidavit**”); and
 - vi. information otherwise made available or provided to the Receiver and/or its counsel.
- (collectively, the “**Information**”)
13. Except as described in the Third Report, the Receiver has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Generally Accepted Assurance Standards of the Chartered Professional Accountants of Canada.
14. Capitalized terms not defined in this Report are as defined in the Appointment Order. All references to dollars are in Canadian currency unless otherwise noted.

RECEIVER’S ACTIVITIES AND OPERATIONS

15. Since preparing the Second Report, the Receiver’s activities have included:
- i. updating the Case Website;
 - ii. filing an interim report pursuant to s.246(2) of the *Bankruptcy and Insolvency Act*;

- iii. carrying on and managing the business of the Retirement Homes;
- iv. managing the receipts and disbursements related to the operation of the Retirement Homes;
- v. consulting Yvonne Dobronyi (“**Yvonne**”), the Vice-President of Operations since April 1, 2021, from time to time, as necessary;
- vi. arranging with critical suppliers for the continued supply of goods and services, including the supply of food, utilities and personal protective equipment;
- vii. consulting from time to time with stakeholders in respect to the administration of the receivership, including as detailed below, representatives of the City of Hamilton (the “**City**”) and Retirement Homes Regulatory Authority (“**RHRA**”);
- viii. participating in several phone calls and emails with representatives of the Purchaser, BCU and their respective counsel in connection with the Transaction;
- ix. coordinating with Yvonne to ensure that the Retirement Homes were complying with, and responding to changes in regulations and protocols relating to, among other things, the COVID-19 pandemic and communicating same to the residents of the Retirement Homes;
- x. communicating with the Retirement Homes insurance broker and arranging for further renewals of the insurance coverage; and
- xi. preparing this report.

Communications with Regulators – RHRA/the City/Public Health

16. As noted in the First Report, on November 30, 2020, prior to these proceedings, RHRA issued an Order to Revoke the license for each of the Retirement Homes under Subsection 95(1)(a) of the *Retirement Homes Act*, 2010 (the “**RHA**”). After becoming

aware of the Application, RHRA believed that the Retirement Homes no longer met the criteria for licensing set out at Section 35 of the RHA. RHRA originally required that the Retirement Homes be sold to an approved purchaser by June 1, 2021 (the “**Original Sale Deadline**”), failing which the affected Retirement Home’s operating license would be revoked. Since the Date of Appointment, RHRA has since extended the Original Sale Deadline to November 1, 2021 (the “**Current Sale Deadline**”).

17. On June 15, 2021, the City of Hamilton extended the conditional licenses for each of the Retirement Homes through November 1, 2021.
18. In carrying out their respective mandates, RHRA, the City and City of Hamilton Public Health Services have inspected the Retirement Homes from time to time. Upon receiving the results of these inspections, the Receiver, in consultation with the Consultant, Yvonne and the General Managers of the Retirement Homes, have considered the findings, and subject to the comments in the “*Repairs and Maintenance*” section below, have taken action to remedy the deficiencies.

Repairs and Maintenance

19. The Retirement Homes continue to require repairs and maintenance attributable to: (i) wear and tear on the mechanical and electrical systems; (ii) aging of the properties; (iii) deferred maintenance by the owners; (iv) COVID-19 related implementations; and (v) as required by the Retirement Homes’ regulators. The following is an update on the activities related to maintenance and reparation since the Second Report.

Dundas

Elevator

20. As noted in the Second Report, on March 24, 2021, the single elevating device at Dundas became inoperable. This elevating device was being serviced under a contract with Hal Brant Elevator Services (“**Hal Brant**”). Hal Brant inspected the elevator and referred the Receiver to Brock Elevator Ltd. (“**Brock**”) as the scope of work required was outside of Hal Brant’s service offering.
21. Brock determined the elevator has a leaking hydraulic cylinder and required a completely new piston and cylinder assembly. Brock completed the repairs on June 3, 2021.

Other Repairs

22. Since the Second Report, the following is a summary of repairs undertaken at Dundas (in addition to general maintenance):

Description of Repair	Status of Repair
Portable window air-conditioning units	The units were purchased and installed into six resident rooms to replace old/defective units
During a City of Hamilton inspection, it was determined that the water temperature was not properly being regulated resulting in water temperatures that are too hot in portions of Dundas. City of	Contractor installed a hot water mixing valve, together with related accessories/parts and modified the existing plumbing network. City of Hamilton is satisfied that the problem has been remedied. The basin faucet replacement resolved the water temperature problem in the

Description of Repair	Status of Repair
Hamilton also found unsatisfactory water temperature in one room.	single room.
Domestic hot water going cold and heating actuator not closing properly	Called in contractor to remediate the issue
Flooding in portions of Dundas due to excessive precipitation in July and August	Contractor attended after hours to investigate/resolve flooding issue. Contractor sourcing a large lump to assist with water removal.
Ongoing grease trap back up in the kitchen area due to blockages.	Contractor attended after hours to snake the area and unclog the blockage.

Maple

23. Since the Second Report, the following is a summary of repairs undertaken at Maple (in addition to general maintenance):

Description of Repair	Status of Repair
During a City of Hamilton inspection, it was determined that the water temperature is not properly being regulated resulting in water temperatures that are too hot in	Installed a hot water mixing valve, together with related accessories/parts and modified the existing plumbing network. City of Hamilton is satisfied that the problem has

Description of Repair	Status of Repair
portions of Maple.	been remedied.
<p>Leak in the piping under the kitchen sink required repair, as well as reinforcement and repair of the countertop which holds the facet in place.</p> <p>Non- industrial dishwasher in the kitchen only accommodates glasses and was not large enough or efficient enough to clean and sanitize dishes and cutlery. Therefore, a second sink installation or industrial dishwasher was suggested by City of Hamilton Inspector</p>	<p>Carried out service to remove and replace the complete kitchen drain network and remove the kitchen faucet and install a retrofit repair plate on the underside of the counter to build up support.</p> <p>Remounted the kitchen faucet and associated water line, which resolved the underlying issue temporarily The Contractor sourced an industrial dishwasher and provided a quote to the Receiver</p>
<p>On May 5, 2021, the City of Hamilton issued an order requiring the repair and replacement of worn or stained carpet (the “Floor Replacement Order”) in each of the rooms being used as resident rooms on the ground and second floor.</p>	<p>Not completed at this time as currently there are insufficient available funds to cover this significant expenditure. Upon receiving the Floor Replacement Order, the Receiver sought two quotes, which estimates the costs of completing the repair or replacement to be between \$35,000-\$40,000.</p>

Description of Repair	Status of Repair
Bathroom repairs – caulking and repair of chips on floor tiles, toilet replacement and painting of rusted heaters, plaster, and painting	Repairs made by internal staff to the satisfaction of City of Hamilton

Northview

24. Since the Second Report, the following is a summary of repairs undertaken at Northview (in addition to general maintenance):

Description of Repair	Status of Repair
Kitchen exhaust fan not working	Repaired/overhauled kitchen exhaust fan
One of the furnaces at Northview continuously was shutting off resulting in a lack of cold air in the units which caused these areas to become very hot	Repair condenser fan motor in wall HVAC units
One of the fridges seized to work	Contractor repaired
Front door to the building ceased to lock	Contractor repaired

City of Hamilton Inspector requested barricades be put into place on specific balconies to eliminate pigeons harboring on these areas to avoid contamination	Contractor installed netting which eliminated congregation of pigeons
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Elevator operation at Northview

25. Northview's residents depend on a single Dover Hydraulic elevator installed in the 1980's that is now in need of frequent repair. There is risk that the elevator becomes completely inoperable.
26. Based on information supplied by an elevator contractor and by Pinchin Ltd., as part of its building condition assessment requisitioned by the Receiver, Northview's elevator is near the end of its useful life and requires a modernization. The lead time associated with obtaining the drawings and ordering of parts related to the modernization is 4-5 months. Accordingly, the parts would only be received after the Current Sale Deadline. Given the circumstances, the Receiver has not contracted to begin work on the modernization and has made the Purchaser aware of the contractor's proposal to complete the modernization for it to consider. Until such time as the modernization is completed, the elevator will require frequent servicing, at considerable cost, to keep it operational.

THE STATUS OF THE TRANSACTION

Status of Conditions

27. As noted above, on April 30, 2021, the Court approved the Transaction contemplated by the Purchase Agreement.
28. The Purchase Agreement provides that the Transaction is conditional on RHRA and City of Hamilton approving or granting a license to the Purchaser to operate the Retirement Homes (the “**Approvals**”). As described in greater detail below, the Transaction is also conditional on the completion of the Land Titles Conversion.
29. The forgoing conditions could not be completed by the original “sunset date” of July 7, 2021 under the Purchase Agreement and the parties have twice agreed to extend such date, with the new “sunset date” set for September 15, 2021.

Dundas Land Titles Conversion

30. Under the terms of the Purchase Agreement, the Purchaser is responsible for and is pursuing the Approvals and the Receiver is responsible for completing the Land Titles Conversion.
31. The Receiver has worked with Walter Burych, counsel to the Applicant in these proceedings and a lawyer with considerable experience in real property law, to investigate and determine how to efficiently complete the Land Titles Conversion. To assist Mr. Burych in his investigations as to why the Dundas Property remain a Registry Non-Convert PIN, the Applicant retained A.J. Clarke and Associates Ltd. These

investigations, including the hiring of A.J. Clarke and Associates Ltd were at BCU's expense.

32. Mr. Burych determined that the Dundas Property was originally denied Land Titles conversion because of (i) an erroneous partial conveyance of land on the Northern boundary and (ii) a poorly defined property line on one Southern boundary, each of which were flagged by the Land Registry Office and cited to deny the registration of the conversion.
33. The investigation also disclosed that:
 - (a) these boundary issues, in the North and the South, concern only "slivers" of the Dundas Property;
 - (b) the issues themselves, and the reasons for the erroneous confusion, can be readily explained by an examination of title;
 - (c) relevant quit claims have been registered on title to the Dundas Property in respect of the each of the boundary issues, in the North and the South, to clarify title; and
 - (d) neither issue affects adjacent lands, as the landowners to the North and the South hold title registered in Land Titles, which property descriptions do not overlap or conflict in any way with the registered description of the Dundas Property; and
 - (e) accordingly, no party will be materially prejudiced if the conversion were granted or ordered.

The investigation and the above are discussed in more detail in the Burych Affidavit, which is attached as **Appendix "D"** to this report and which affidavit the Receiver relies on in support of the recommended relief herein.

34. Mr. Burych inquired as to the ability to rectify the above. However, the Land Registry Office advised Mr. Burych that correcting these issues would take months. Such timeline was not tenable, as it would mean that:

- i) the proposed Transaction would fail; and
- ii) the Retirement Homes licenses would be revoked under the current RHRA orders,

each of which would not only harm the economic stakeholders, but also the residents – forcing them and their families to relocate to a new retirement facility, and would undermine the public’s interest in continued service and care for the elderly during the COVID-19 pandemic

35. Given the foregoing, including the lack of prejudice to any party, the Receiver respectfully requests the Court make an order rectifying the register in respect of title to the Dundas Property and directing the Registrar of LRO to register the conversion of the Dundas Property from “Land Registry” to “Land Titles Conversion Qualified”.

STATEMENT OF RECEIPTS AND DISBURSEMENTS

36. The Receiver’s Interim R&D as at August 20, 2021, is attached as **Appendix “E”**, which reflects an excess of receipts over disbursements of \$70,543 (the “**Excess Funds**”) (after deducting the \$500,000 deposit paid by the Purchaser). The Excess Funds are subject to unpaid commitments relating to the operations of the Retirement Homes and the Receiver’s fees and expenses, including the fees and expenses of Loopstra Nixon.

37. Paragraph 24 of the Appointment Order provides for a \$200,000 borrowing limit. To date, the Receiver has borrowed \$200,644 from BCU pursuant to Receiver’s Certificates.

COVID-19 PANDEMIC'S IMPACT ON THE RETIREMENT HOMES

38. Since the Date of Appointment, the Receiver, the Consultant and Yvonne have spent considerable time considering ways to protect residents, employees, visitors against an outbreak of COVID-19. Before implementing any measures aimed at preventing an outbreak or spread of COVID-19 consideration was given to the rules and regulations established by Province of Ontario, RHRA and Public Health.
39. The implementations of these measures, which included acquiring hiring additional staff, largely through staffing agencies and IPAC supplies, came at considerable expense to the Retirement Homes.
40. Notwithstanding the steps taken to safeguard the Retirement Homes from an outbreak, Northview and Dundas each experienced a COVID-19 outbreak.
41. Due in part to the pre-outbreak contingency planning considerations and the early implementation of stringent isolation and protective measures after identifying the outbreak, the outbreaks were relatively short in duration. Northview's outbreak started on May 21, 2021 and ended on June 1, 2021. Dundas' outbreak started on June 10, 2021 and was declared over on June 25, 2021.
42. While these outbreaks were short in duration, each of Northview and Dundas incurred considerable expenses, particularly relating to (i) hiring appropriate staffing through third-party staffing agencies to address the outbreak and (ii) tasking internal staff and management with additional duties outside of the scope of their employment agreement.

Crisis Support Funding

43. The Ministry for Seniors and Accessibility has provided funding to the RHRA to support licensed retirement homes in crisis due to the COVID-19 pandemic. The Crisis Support Fund Program (“**MSA Funding Program**”) is available from April 1, 2021 to March 31, 2022. The MSA Funding Program provides funding of up to \$100,000 for any single eligible retirement home to cover costs that are eligible under the program.
44. The MSA Funding Program has established criteria under which licensed retirement homes are eligible for funding, including that the retirement home is able to demonstrate that it is in financial crisis due to the requirement for increased COVID-19 related interventions. As noted previously, the significant expenditures incurred related to the COVID-19 interventions and responding to the COVID-19 outbreaks has given rise to considerable pressure on the Retirement Homes’ cash flow notwithstanding the borrowings from BCU.
45. Expenses eligible for funding under the program include food, personal protective equipment, outbreak management expertise, outbreak management interventions, staffing, etc.
46. To date, the Receiver’s applications under the MSA Funding Program are summarized below:

Retirement Home	Period Covered	Amount Claimed	Amount Approved
Dundas	April 1, 2021 to May	\$86,080	\$34, 033

	31, 2021		
Northview	April 1, 2021 to June 15, 2021	\$43,331	\$15,265

47. The Receiver has reviewed RHRA's determination of these claims and is in the process of resubmitting each of these applications for reconsideration, providing further support for its claim and/or to provide supplementary information to address RHRA's concerns over the eligibility of certain expenses.
48. The Receiver also intends to submit further applications to RHRA under the MSA Funding Program to claim reimbursement for eligible expenses in respect of Dundas and Northview incurred after the first submission and for recovery of any eligible expenses it has incurred or will incur in respect of Maple.

INCREASE TO THE BORROWING LIMIT

49. After considering the extent of the Receiver's unpaid commitments, the remaining funding available under the MSA Funding Program (which is uncertain) and the Retirement Homes' cash flow, the Receiver will require additional borrowings pursuant to Receiver's Certificates. These borrowings will assist the Receiver in meeting these commitments and/or to support ongoing operations. Accordingly, the Receiver requests the Court increase the Borrowing Limit from \$200,000 to \$600,000, with a corresponding increase in the Receiver's Borrowing Charge.

50. The increase in the Borrowing Limit is attributable to the following:

- i) the significant unpaid expenses incurred at Dundas, particularly the additional staffing costs incurred during Dundas' COVID outbreak and during the period in which the elevator was inoperable, that are more than the amount recoverable from the MSA Funding Program;
- ii) the significant unpaid expenses incurred at Northview related to the COVID outbreak and to address the ongoing servicing of its elevator;
- iii) a reduction in the number of residents (see table above) at each of the Retirement Homes, thereby causing a reduction in the rental income at each of the Retirement Homes;
- iv) funding the unpaid repairs and maintenance referenced herein;
- v) to date, the Receiver has obtained payables accommodations from major suppliers, including one of the third-party staffing agencies, on the understanding that these payables form part of the Receiver's administration costs that will be funded out of the proceeds of the Transaction. With the precise timing of closing of the Transaction being uncertain, certain of these suppliers are requesting payment to be brought current;
- vi) operational issues pending closing of the Transaction and the need to sustain operations through closing of the Transaction, having regard to the Current Sale Deadline;

- vii) uncertainty regarding additional funding becoming available under the MSA Funding Program; and
 - viii) to date, as noted above, the Receiver has been unable to comply with the Floor Replacement Order due to the limited cash resources. The Receiver has advised the City of Hamilton of the Receiver's applications under the MSA Funding Program and this motion. Time permitting, the City of Hamilton will expect the Receiver to comply with the Floor Replacement Order.
51. Given the foregoing, the Receiver respectfully recommends an increase in the Borrowing Limit and the Receiver's Borrowing Charge from \$200,000 to \$600,000 to ensure it can access funding as needed to complete its mandate.

PROFESSIONAL FEES AND DISBURSEMENTS

52. Pursuant to Paragraph 21 of the Appointment Order, the Receiver and counsel to the Receiver shall be paid their reasonable professional fees in each case at their standard rates and charges and the Receiver and counsel to the Receiver have been granted a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any person as security for payment of the professional fees (the "**Receiver's Charge**").
53. Pursuant to Paragraphs 22 and 23 of the Appointment Order, the Receiver and Loopstra Nixon shall pass their legal accounts as referred to this Court and is at liberty, from time to time, to apply reasonable amounts, out of the monies in its hands, against the professional fees, incurred at the normal rates and charges of the Receiver or its counsel,

and such amounts shall constitute advances against its professional fees when and as approved by the Court.

Receiver's Fees and Disbursements

54. The Receiver has issued an invoice covering its fees and disbursements for the period from March 1, 2021 to July 31, 2021, totalling \$267,980, exclusive of disbursements and HST. Attached as **Appendix "F"** is the affidavit of Sheldon Title sworn August 26, 2021 describing the aforementioned fees of the Receiver.

Legal Fees and Disbursements

55. Loopstra Nixon has issued four (4) invoices covering its fees and disbursements for the period March 1, 2021 to August 20, 2021 totalling \$72,005.16, inclusive of HST. Attached as **Appendix "G"** is the affidavit of Thomas Lambert sworn August 24, 2021 describing the aforementioned fees and disbursements of Loopstra Nixon.
56. It is the Receiver's opinion that the fees and disbursements of Loopstra Nixon as described in the affidavit of Thomas Lambert are fair and reasonable and justified in the circumstances, and accurately reflect the work done on behalf of the Receiver by Loopstra Nixon.

CONCLUSION AND RECOMMENDATION

57. Based on the foregoing, the Receiver respectfully recommends that the Court make an order granting the relief detailed in paragraph 11 iii).

All of which is respectfully submitted on this 26th day of August, 2021.

- 23 -

MNP LTD.

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

Per: 

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

TAB 2A

APPENDIX “A”



Court File No. CV-20-74570

ONTARIO

SUPERIOR COURT OF JUSTICE

THE HONOURABLE MR.

)

WEDNESDAY, THE 23rd

JUSTICE PARAYESKI

)

DAY OF DECEMBER, 2020

)

BUDUCHNIST CREDIT UNION LIMITED

Applicant

- and -

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

Respondents

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

ORDER

(appointing Receiver)

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

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

SERVICE

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

APPOINTMENT

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

RECEIVER'S POWERS

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

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

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

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

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

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

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

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

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

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

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

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

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

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

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

NO PROCEEDINGS AGAINST THE RECEIVER

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

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

NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY

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

NO EXERCISE OF RIGHTS OR REMEDIES

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

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

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

NO INTERFERENCE WITH THE RECEIVER

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

CONTINUATION OF SERVICES

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

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

RECEIVER TO HOLD FUNDS

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

EMPLOYEES

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

PIPEDA

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

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

LIMITATION ON ENVIRONMENTAL LIABILITIES

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

LIMITATION ON THE RECEIVER'S LIABILITY

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

RECEIVER'S ACCOUNTS

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

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

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

FUNDING OF THE RECEIVERSHIP

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

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

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

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

SERVICE AND NOTICE

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

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

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

GENERAL

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

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

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

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

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

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

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

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

"Justice M. D. Parayeski"

SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

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

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

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

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

-17-

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

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

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

DATED the ____ day of _____, 20__.

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

Per: _____
Name:
Title:

BUDUCHNIST CREDIT UNION LIMITED
Applicant

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

Court File No. CV-20-74570

ONTARIO
SUPERIOR COURT OF JUSTICE
PROCEEDING COMMENCED AT
HAMILTON

ORDER

KEYSER MASON BALL, LLP
Three Robert Speck Parkway
Suite 900
Mississauga ON L4Z 2G5

Wojtek Jaskiewicz (LSO# 49809L)
Telephone No.: (905) 276-0424
Fax No.: (905) 276-2298
Email: wjaskiewicz@kmblaw.com

Lawyers for the Applicant
BUDUCHNIST CREDIT UNION LIMITED

RCP-E 4C (May 1, 2016)

TAB 2B

APPENDIX “B”

Court File No.: CV-20-74570

Commercial List Court File No.: _____

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

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

BUDUCHNIST CREDIT UNION LIMITED

Applicant

- and -

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

Respondents

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

ORDER
(Administrative Relief)

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

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

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

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

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

A handwritten signature in blue ink, appearing to read "Hainey J", is written over a horizontal line.

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

⁸⁰*Applicant*

Respondents

Court File No.: CV-20-74570

Commercial List File No.: _____

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

Proceedings commenced at Hamilton

**ORDER
(Re: Administrative Order)**

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

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

Lawyers for the Receiver

Court File No.: CV-20-74570

Commercial List Court File No.: _____

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

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

BUDUCHNIST CREDIT UNION LIMITED

Applicant

- and -

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

Respondents

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

ORDER

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

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

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

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



Applicant

Respondents

Court File No.: CV-20-74570

Commercial List File No.: _____

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

Proceedings commenced at Hamilton

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

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

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

Lawyers for the Receiver

BUDCHNIST Credit
UNION

V.

DUNOAS RETIREMENT PLAN
et al.

① Order to go on the terms
of the attached.

Hairy J.

March 24, 2021

TAB 2C

APPENDIX “C”

Commercial List Court No. CV-21-00661132-00CL

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

THE HONOURABLE

)

FRIDAY, THE 30th

JUSTICE HAINEY

)

DAY OF APRIL, 2021

)

B E T W E E N:

BUDUCHNIST CREDIT UNION LIMITED

Applicant

- and -

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

Respondents

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

ORDER

(Administrative Relief)

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

1. approving the second report of the Receiver, dated April 23, 2021 (the “**Second Report**”), the Confidential Supplement to the Second Report, dated April 28, 2021 (the “**Confidential Supplement**”), the Second Supplement to the Second Report, dated April


29, 2021 (the “**Second Supplement**”) and the confidential appendix thereto, as well as the activities of the Receiver described therein; and

2. sealing the Confidential Supplement and the confidential appendix to the Second Supplement.

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

ON READING the Second Report, the Confidential Supplement and the Second Supplement, and on hearing the submissions of counsel for the Receiver and counsel to such other parties as reflected in the counsel slip, no one else appearing for any other person on the service list, although properly served as appears from the affidavits of Amanda Adamo, sworn April 26, 2021 and April 29, 2021, filed:

1. **THIS COURT ORDERS** that that the time for service and filing of the moving party’s motion record is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.
2. **THIS COURT ORDERS** that the Second Report, the Confidential Supplement and the Second Supplement, as well as the activities of the Receiver described therein, are hereby approved.
3. **THIS COURT ORDERS** that the Confidential Supplement and the confidential appendix to the Second Supplement be and are hereby sealed pending completion of the sale of substantially all of the assets, property and undertakings of the Debtors or further order of this Court.
4. **THIS COURT ORDERS** that this order is effective from today’s date and is enforceable without the need for entry and filing.


The Honourable Justice Hailey

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

Applicant

Respondents

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

Commercial List Court File No. CV-21-00661132-00CL

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

Proceedings commenced at Hamilton

ORDER re: Administrative Relief

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Commercial List Court File No.: CV-21-00661132-00CL

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

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

BUDUCHNIST CREDIT UNION LIMITED

Applicant

- and -

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

Respondents

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

APPROVAL AND VESTING ORDER

THIS MOTION, made by MNP Ltd., its capacity as Court-appointed receiver (the "Receiver"), without security, of all of the assets, undertakings and properties of Dundas Retirement Place Inc., Maple Retirement Homes Inc. and 1059244 Ontario Inc. (collectively, the "Debtors") for an order approving the sale transaction (the "Transaction") contemplated by a purchase and sale agreement (the "Sale Agreement") between the Receiver and LP Hamilton (the "Purchaser") dated April 29, 2021 and filed as Confidential Appendix "A" to the Second Supplement to the Second Report of the Receiver dated April 29, 2021 (the "Second Supplement"),

and vesting in the Purchaser the Debtor's right, title and interest in and to the assets described in the Sale Agreement (the "Purchased Assets"), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Second Supplement, Second Report of the Receiver dated April 23, 2020 and the Confidential Supplement to Second Report of the Receiver dated April 29, 2020 (collectively, the "Report") and on hearing the submissions of counsel for the Receiver, no one appearing for any other person on the service list, although properly served as appears from the affidavits of Amanda Adamo sworn April 23, 2021 and April 29, 2021, filed:

1. THIS COURT ORDERS that that the time for service and filing of the moving party's motion record is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.
2. THIS COURT ORDERS AND DECLARES that the Transaction is hereby approved, and the execution of the Sale Agreement by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser.
3. THIS COURT ORDERS AND DECLARES that upon the delivery of a Receiver's certificate to the Purchaser substantially in the form attached as Exhibit "A" hereto (the "Receiver's Certificate"), all of the Debtor's right, title and interest in and to the Purchased Assets described in the Sale Agreement, included but not limited to the real property listed in Exhibit "B" hereto, shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "Claims"), including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice Parayeski dated December 23, 2021; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; and (iii) those Claims listed on Exhibit "C" hereto (all of

which are collectively referred to as the "Encumbrances". which term shall not include the permitted encumbrances, easements and restrictive covenants listed on Exhibit "D" hereto) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

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

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

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

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

8. THIS COURT ORDERS that, notwithstanding:

- (a) the pendency of these proceedings;

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

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

9. 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.

10. THIS COURT ORDERS that this order is effective from today's date and is enforceable without the need for entry and filing.

A handwritten signature in blue ink, appearing to read "Hainey", is written over a horizontal line.

TAB 2D

APPENDIX “D”

Commercial List Court No. CV-21-00661132-00CL

**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 WALTER P. BURYCH

I, **WALTER P. BURYCH**, of the City of Toronto, in the Province of Ontario, **MAKE OATH AND SAY:**

1. I am a senior lawyer with the law firm Burych Lawyers which represents the Applicant in this proceeding, Buduchnist Credit Union Limited, 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. This Affidavit is made in support of a motion by MNP Ltd., in its capacity as court-appointed receiver of the Respondents (the "Receiver"), for an order, *inter alia*, converting the

Dundas Lands (as hereafter defined) from a Registry Non-Convert PIN to a Land Titles Conversion Qualified PIN (the “Land Titles Conversion”).

3. As detailed below, the completion of the Land Titles Conversion is a condition precedent to the completion of the court-approved sale of the assets and undertakings of the Respondents by the Receiver to LP Hamilton Holdings Inc. (the “Purchaser”). Given my background with the Applicant and my experience in such matters, the Receiver requested that I investigate this issue and determine if the Land Titles Conversion could be accomplished through a summary application to the Land Registry Office within the necessary timelines. Unfortunately, this process could take months.

4. The Receiver advised that such a delay cannot be accommodated as it would result in the failure of the court-approved sale and risk the ultimate revocation of the Debtors’ licenses to operate retirement homes. The subject asset purchase agreement has already been extended twice (with a new “sunset date” of September 15, 2021) and the Debtors’ underlying licenses to operate are scheduled to be revoked by the regulator in October 2021. Accordingly, Counsel to the Receiver requested that I prepare this Affidavit in support of the Receiver’s motion. I understand that this Affidavit shall be an appendix to the Receiver’s forthcoming report to the Court.

Background

5. One of the Respondents in these proceedings, Dundas Retirement Place Inc. (“Dundas RPI”), is the registered owner of the lands and premises municipally known as 33 Main Street, Dundas, Ontario (the “Dundas Lands”). The current legal description of the Dundas Lands is Lot 8, 9, 10, Registrar’s Compiled Plan 1401; Part Lot 11, Registrar’s Compiled Plan 1401; Dundas City of Hamilton, Property Identification No. 17479-0003(R). For purposes of this Affidavit,

Registrar's Compiled Plan 1401 shall be referred to as "RCP 1401". True copies of the Property Parcel Abstract for the Dundas Lands together with the Service Ontario Property Index Map providing an aerial view of the location of the Dundas Property are collectively attached to this Affidavit as Exhibit "A".

6. Dundas RPI obtained title to the Dundas Lands from Elm Villa Retirement Homes Inc. pursuant to a Transfer/Deed of Land registered in the Land Registry Office of Wentworth (62) Hamilton on September 2, 1998 as Instrument No. VM243010. This Transfer/Deed of Land reflects the Transferee as 1156564 Ontario Inc., however, through two (2) registered Articles of Amalgamation and a change in name, the registered owner of the Dundas Lands is currently Dundas RPI. True copies of Instrument No. VM243010 and a Corporate Profile Report conducted on Dundas RPI are collectively attached to this Affidavit as Exhibit "B".

7. The Dundas Lands form part of the assets being sold under this receivership proceeding pursuant to a Purchase and Sale Agreement dated the 29th day of April 2021 between the Receiver, as vendor, and the Purchaser (the "Purchase Agreement") and approved by the Court. A true copy of the Purchase Agreement is attached to this Affidavit as Exhibit "C".

8. Completion of the transactions contemplated pursuant to the Purchase Agreement is subject to paragraph 6.02B of the Purchase Agreement which provides as follows:

6.02B Condition in Favour of Purchaser re: Land Title Conversion

This Agreement is conditional on the conversion, by or before Closing, of that Purchased Property comprising PIN 17479-0003(R) from the "Land Registry" system to the "Land Titles" system maintained pursuant to the *Land Titles Act* (Ontario), on such terms as are satisfactory to the Purchaser, acting reasonably. The Vendor agrees to take such steps as are commercially reasonable to complete such conversion. In the event this condition is not satisfied, the only

recourse that the Purchaser shall have shall be the return of its Deposit in accordance with the terms hereof; and, the Purchaser shall be entitled to no other claim or remedy.

9. To assist me in my investigations as to why the Dundas Lands remain a Registry Non-Convert PIN, the Applicant retained A.J. Clarke and Associates Ltd. ("Clarke Associates"), consultants providing Surveying, Planning and Consulting Engineering services throughout Halton, Hamilton-Wentworth and Niagara Regions. Barry Clarke ("Barry") is the representative of Clarke Associates having carriage of this investigation at Clarke Associates.

10. As part of my investigations, I obtained a Data Retention Report (the "DRR") from the Land Registry Office. Based on the DRR, the conversion of the Dundas Lands from Registry Non-Convert PIN to a Land Titles Conversion Qualified PIN was rejected on September 26, 1997. The DRR indicates only that the Dundas Lands are "Non convert as per legal see n/c". Additional notes from Julie Holt, Registration Services Officer with the Ministry of Government and Consumer Services, indicate that that there is "a conflict of ownership". True copies of the DRR and the email sent May 31, 2021 by Julie Holt to Nicholas Muth of Clarke Associates are collectively attached to this Affidavit as Exhibit "D".

11. The intended legal description of the Dundas Lands is Part 1 on Reference Plan 62R-14692. The said Part 1 is comprised of all of Lots 8, 9, 10 and Part of Lot 11, RCP 1401. A true copy of Reference Plan 62R-14692 is attached to this Affidavit as Exhibit "E". Plan 62R-14692 is the most recent Plan registered against the Dundas Lands.

12. I have conducted a forty-year search of the title to the Dundas Lands. Based on my investigations, as well as those investigations conducted by Barry and our communications with one another in this matter, I have concluded that there are two (2) issues that have caused the

Dundas Lands to remain a Registry Non-Convert PIN. I will endeavour through this Affidavit to explain each issue and identify why an Order is required by this Honourable Court to (i) rectify and validate title to the Dundas Lands, and (ii) convert the Dundas Lands from a Registry Non-Convert PIN to a Land Titles Conversion Qualified PIN.

Issue 1 – Land Description Error (Lots 8 and 9, RCP 1401)

13. Issue 1 stems from a grant that errantly purported to convey only a part of Lot 8. The history of Issue 1 is hereafter set out.

14. By a Deed registered on July 4, 1973 as Instrument No. AB300015, all of Lots 8 and 9, RCP 1401 were conveyed to Jerdun Investments Limited and Martin T. Jeremias. By a subsequent Deed registered on November 5, 1974 as Instrument No. AB355999, Martin T. Jeremias conveyed his entire half interest in all of Lots 8 and 9, RCP 1401 to Jermar Holdings Inc. True copies of Instrument No. AB300015 and Instrument No. AB355999 are collectively attached to this Affidavit as Exhibit “F”.

15. Accordingly, the root title of the Dundas Lands includes, among other things, all of Lot 8. For this reason, it is confounding why, twelve years later, the owners conveyed the Dundas Lands and errantly excluded a part of Lot 8. However, an examination of abutting lands to the north, and the development of a condominium thereupon, suggest where the mistake arises.

16. On May 13, 1982, Sidney Woods, a surveyor local to the Hamilton area, deposited Reference Plan 62R-6246, including on title to the Dundas Lands. Parts 1 to 3 on Plan 62R-6246 describe Lots 4 to 7, RCP 1401, being the lands to the north of the Dundas Lands (the “Nin Mar Lands”), which lands were owned by Nin Mar Construction Limited (“Nin Mar”). Nin Mar was in the initial stages of developing a condominium. Part 4 on Plan 62R-6246, however, describes a

triangular shaped parcel being part of Lot 8, RCP 1401 (the "Triangle") which forms part of the Dundas Lands. There is a note on Plan 62R-6246 stating that Part 4 was "occupied by the owners of Instrument No. CD209957" (that owner being Nin Mar). A true copy of Reference Plan 62R-6246 is attached to this Affidavit as Exhibit "G".

17. On December 2, 1982, Nin Mar entered into a Development Agreement with The Corporation of the Town of Dundas. The said Agreement was registered against the Nin Mar Lands and the Dundas Lands on May 4, 1983 as Instrument No. CD243749. Nin Mar was proposing to develop a condominium complex on the Nin Mar Lands. In Schedule "A" to the Development Agreement, Nin Mar included the Triangle as part of its lands. A true copy of as Instrument No. CD243749 is attached to this Affidavit as Exhibit "H".

18. On May 5, 1983, Nin Mar registered a Notice of Application as Instrument No. CD243817 against the Nin Mar Lands and the Dundas Lands to have the Nin Mar Lands along with the Triangle converted to Land Titles Absolute. A true copy of Instrument No. CD243817 is attached to this Affidavit as Exhibit "I".

19. In June 1983, Nin Mar successfully completed a conversion process to convert the title to the Nin Mar Lands to Land Titles Absolute and Reference Plan 62R-6737 was deposited in support of the application. However, Reference Plan 62R-6737 was not deposited against the Dundas Lands and the application did not include the Triangle. Further, in April 1984, Wentworth Condominium Plan No. 95 was registered comprising the lands depicted on 62R-6737 (save and except a road widening on Main Street). The condominium lands also did not include the Triangle. True copies of Plan 62R-6737 and the Declaration establishing Wentworth Condominium Corporation Plan 95 are collectively attached to this Affidavit as Exhibit "J".

20. Plan 62R-6737, together with the Declaration establishing Wentworth Condominium Corporation Plan 95, confirm that neither the Triangle nor any part of Lot 8, RCP 1401 was included in the lands converted by Nin Mar to Land Titles Absolute.

21. Further, my search, as well as the search conducted by Clarke Associates, did not reveal a grant or transfer of Part 4, Plan 62R-6246 to any adjacent landowner. Accordingly, my opinion is that Part 4, Plan 62R-6246 continues to form part of the Dundas Lands.

22. Unfortunately, the registration of Plan 62R-6246 in connection with the condominium development and the depiction of the Triangle on that Plan as Part 4 – notwithstanding the Triangle was **not** included in the conversion of the Nin-Mar Lands to Land Titles Absolute nor the condominium plan – created confusion with future grants of Lot 8, RCP 1401 as follows:

(a) a Transfer/Deed of Land by Jerdun Investments Limited and Jermar Holdings Inc. to Michael Barasevic and Helen Barasevic registered on January 10, 1986 as Instrument No. CD339630 transferred Lots 8 and 9, RCP 1401, *save and except for Part 4, Plan 62R-6246*; and

(b) a Transfer/Deed of Land by Michael Barasevic and Helen Barasevic to Elm Villa Retirement Homes Inc. registered on May 12, 1989 (incorrectly abstracted as being registered on April 12, 1989) as Instrument No. CD506914 also transferred Lots 8 and 9, RCP 1401, *save and except for Part 4, Plan 62R-6246*.

True copies of Instrument Nos. CD339630 and CD506914 are collectively attached to this Affidavit as Exhibit “K”.

23. In my view, the exclusion of Part 4 on Plan 62R-6246 (i.e., the Triangle) from Instrument No. CD339630 was an error that subsequently led to the identical error on Instrument No.

CD506914. This excluded piece of land has always formed part of Lot 8, was not conveyed to any adjacent landowner, and is confirmed under Land Titles not to form part of the condominium lands to the north. The error would appear to stem from the registration of Plan 62R-6246 on the Dundas Lands, prepared by the surveyor for the condominium development but not forming the basis of any title conversion, transfer or conveyance, nor the registered condominium plan.

24. In an effort to rectify the problem created by Instrument No. CD339630, the following was done:

(a) On August 25, 1998, L.G. Woods, a surveyor local to the Hamilton area, deposited Reference Plan 62R-14692 (already referenced and attached as Exhibit “E”). Part 1 on Plan 62R-14692 depicts what is intended to be the correct legal description of the Dundas Lands, being Lots 8, 9, 10 and part of Lot 11, RCP 1401. Part 1 on Plan 62R-14692 includes Part 4 on Plan 62R-14692 (i.e., the Triangle) that had been excluded in Instruments CD339630 and CD506914.

(b) The Dundas Lands were then transferred by Elm Villa Retirement Homes Inc. to the current owner pursuant to a Transfer/Deed of Land registered September 2, 1998 as Instrument No. VM243010 (already referenced and attached as Exhibit “B”). The description of the lands being transferred no longer omitted Part 4, Plan 62R-6246 and the full description of the Dundas Lands contained in this Transfer is as follows:

“Lots 8, 9, 10 & Part 11, Registrar’s Compiled Plan Number 1401, designated as Part 1 on Reference Plan 62R-14692, in the Town of Dundas, in the Regional Municipality of Hamilton-Wentworth”.

(c) Subsequent to the deposit of Plan 62R-14692 and the registration of Instrument No. VM243010, a Quit Claim Deed was registered on December 11, 1998 as Instrument No. VM243865. The Quit Claim Deed from Martin T. Jeremias and Harjer Corporation Limited (formerly Jerdun Investments Limited) states that it was given for the express purpose of correcting the error in the legal description contained within Instrument No. CD339630 (i.e. to delete from the description the reference to “save and except Part 4, Plan 62R-06246) and to remove any cloud on title caused by the conveyance in Instrument CD339630. A true copy of Instrument No. VM243865 is attached to this Affidavit as Exhibit “L”.

25. However, in my view, the registration of (i) Plan 62R-14692, (ii) Instrument No. VM243010 containing a new legal description of the Dundas Lands, and (iii) Instrument No. VM243865 (the Quit Claim Deed) do not alone rectify the errant registrations impeding conversion to Land Titles and that an Order of this Honourable Court is required to rectify and validate title to the Dundas Lands.

Issue 2 – Imprecise Southern Boundary (Part of Lot 11, RCP 1401)

26. Issue 2 stems from a poorly defined physical boundary between the southerly limit of Lot 10, RCP 1401 (Lot 10 forming part of the Dundas Lands) and the northerly limit of Lot 11, RCP 1401. The history of Issue 2 is hereafter set out and reference will be made to Plan 62R-14692 (already referenced and attached as Exhibit “E”), and to Plan 62R-3008, a true copy of which is attached to this Affidavit as Exhibit “M”.

27. Part 1 on Plan 62R-14692 is comprised of Lots 8, 9, 10 & Part 11, RCP 1401, representing the Dundas Lands. There is no history of any of the owners of the Dundas Lands having title to any part of Lot 11, RCP 1401 until Plan 62R-14692 was deposited in 1998 and Part 1 on Plan 62R-

14692 became the description of the Dundas Lands pursuant to Instrument No. VM243010. That part of Lot 11 encompassed by Part 1 on Plan 62R-14692 will hereafter be referred to as the "Strip". The Strip is also more particularly depicted in the Detail contained in Plan 62R-3008 and in the Detail contained in Plan 62R-14692. Based on my investigations, the Strip was included in Part 1 on Plan 62R-14692 because the owners of the Dundas Lands were occupying the Strip since at least since 1976 when Plan 62R-3008 was deposited. This fact was also noted in Instrument No. VM243868, described below.

28. According to Barry's investigations, the Deed creating the lands to the south of the Dundas Lands, currently known as Lot 11, RCP 1401, was registered in October of 1906 as Instrument No. DN7738 and provides that the north limit of Lot 11 follows along the south limit of the property owned by one Fred Walker. Fred Walker was granted the lands to the north (now Lot 10, RCP 1401 and part of the Dundas Lands) in January 1894 by way of Deed registered as Instrument No. DN5616. In 1939 the executors of Agnes Laing conveyed the northern portion of Lot 11 to George Austin and Mary Austin by Instrument No. DN15735. The extent of the portion transferred is described by metes and bounds. The description for the north limit of the portion did not include the same statement in Instrument No. DN7738 that the north limit was to follow along the south limit of the lands owned by Fred Walker. It follows, in my view, that there was no intention to not include all of the land up to the south limit of the Walker lands. The metes and bounds for subsequent descriptions to the portion were the same as in Instrument No. DN15735 until June 2, 1976 when local surveyor L.G. Woods deposited Reference Plan 62R-3008. Lot 11 is shown as Part 1 on Plan 62R-3008 excepting a strip of land between the north limit of Part 1 on Plan 62R-3008 and the Lot line between Lots 10 and 11, RCP 1401, which is the Strip. My title search, as well as the title search obtained by Barry, did not uncover a conveyance of the Strip which is a

remnant of title from Instrument AB56533 owned by Wallace C. Cattel and Lorna I. Cattel as joint tenants.

29. By Transfer/Deed of Land registered on August 29, 1995 as Instrument No. VM216220, Wallace C. Cattel (as surviving joint tenant, his wife Lorna I. Cattel having predeceased him) transferred Part of Lot 11, RCP 1401 designated as Part 1 on Plan 62R-3008 to 1130579 Ontario Inc. Part 1 on Plan 62R-3008 does not include the Strip and, as such, title to the Strip remained with Wallace C. Cattel. In my view, the omission of the Strip from Instrument No. VM216220, from a technical standpoint, meant that that Wallace C. Cattel retained title to the Strip and created a severance of land without Committee of Adjustment consent. A true copy of Instrument No. VM216220 is attached to this Affidavit as Exhibit "N".

30. By Transfer/Deed of Land registered on September 19, 1996 as Instrument No. VM234238, 1130579 Ontario Inc. transferred Part of Lot 11, RCP 1401 designated as Part 1 on Plan 62R-3008 to Cattel, Eaton & Chambers Funeral Home Limited (now Cattel, Eaton & Chambers Funeral Directors Limited by virtue of a name change) (the "Funeral Home"). A true copy of Instrument No. VM234238 is attached to this Affidavit Exhibit "O".

31. I believe that in 1998, when the owner of the Dundas Lands at the time, Elm Villa Retirement Homes Inc., was looking to sell the Dundas Lands it was discovered that Wallace C. Cattel still had title to the Strip. This led to the deposit of Plan 62R-14692 in August 1998, the conveyance of the Dundas Lands by Elm Villa Retirement Homes Inc. to the current owner by Instrument No. VM243010 in September 1998 using the current description for the Dundas Lands, and the registration of a Quit Claim on December 11, 1998 as Instrument No. VM243868 (the "Cattel Quit Claim"). The Estate Trustees for the Estate of Wallace C. Cattel attempted to quit

claim any interest the Cattel Estate had in Lot 11 included in Plan 62R-14692, that being the Strip. The Cattel Quit Claim also confirms that Elm Villa Retirement Homes Inc. is possessed of and occupying the Strip. A true copy of the Cattel Quit Claim, being Instrument No. VM243868, is attached to this Affidavit Exhibit "P".

32. It is clear from the grants referenced above that the Funeral Home, being the owner of Part of Lot 11, RCP 1401 designated as Part 1 on Plan 62R-3008, did not acquire title to the Strip. Further, given the Cattel Quit Claim, title to the Strip is clearly intended to be held in the name of the owner from time to time of the Dundas Lands.

33. In my view, the registration of the Cattel Quit Claim Deed does not alone rectify the omission of the Strip from Instrument No. VM216220 and that an Order of this Honourable Court is required to rectify and validate title to the Dundas Lands.

34. Notably, and in addition to the foregoing, despite the fact that the owners of Part 1 on Plan 62R-14692 (i.e., the Dundas Lands) and the owners of Part 1 on Plan 62R-3008 (the "Funeral Home Lands") share the same boundary issue in the creation of their respective descriptions as a result of the Strip, inexplicably the Funeral Home Lands were converted from Registry to Land Titles Conversion Qualified on January 27, 1997 and the Dundas Lands were not converted. A true copy of Parcel Register 17479-0002 (LT) (Part Lot 11, RCP 1401 designated as Part 1 on Plan 62R-3008) is attached to this Affidavit as Exhibit "Q".

35. I also asked Barry if he could confirm that the south limit of Part 1 on Plan 62R-14692, in the area of Lot 11, RCP 1401, was re-established in the same location as the north limit of Part 1 on Plan 62R-3008 and that there is no gap or overlap between the 2 limits. Based on his investigations, he has deduced that it would be reasonable to conclude that there is no gap or

overlap between the two limits. A true copy of Barry's letter of opinion to me in this regard dated August 16, 2021 is attached to this Affidavit as Exhibit "R".


Conclusion

36. In my view, Dundas acquired the Dundas Lands in good faith based on the description contained in Reference Plan 62R-14692 registered against title to the Dundas Lands.

37. Based on the investigations conducted by Barry and myself, it is my view that (i) there is no "conflict of ownership" as indicated in the records of the Land Registry Office (reference Exhibit "D"), and (ii) other than the issues set out in this Affidavit, which I have endeavoured to explain, I did not determine any other reason as to why the Dundas Lands were not converted from Registry Non-Convert PIN to a Land Titles Conversion Qualified PIN.

38. I swear this Affidavit in support of Receiver's motion for an order to, *inter alia*, order the Land Titles Conversion and for no other purpose.

SWORN BEFORE ME at the City
of Mississauga, in the Regional Municipality of
Peel, Province of Ontario this 25 day of August, 2021



Name: Alexander Tershakowec
A Commissioner for Taking Affidavits, etc.



WALTER P. BURYCH

This is Exhibit "A" referred to in the
Affidavit of Walter P. Burych sworn
before me this 25th day of August, 2021.



Alexander Tershakowec
A Commissioner for taking affidavits.



Ontario ServiceOntario

LAND
REGISTRY
OFFICE #62

ABSTRACT INDEX (ABBREVIATED) FOR PROPERTY IDENTIFIER

17479-0003 (3)

PAGE 1 OF 3
PREPARED FOR wduych01
ON 2021/08/07 AT 09:49:16

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

PROPERTY REMARKS:

ESTATE/QUALIFIER:

RECENTLY:
FIRST CONVERSION FROM BOOK

PIN CREATION DATE:
1997/01/27

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
EFFECTIVE 2000/07/29 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 (DELETED INSTRUMENTS NOT INCLUDED) **						
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				C
HL109987	1959/11/23	BYLAW				C
HL109988	1959/11/23	BYLAW				C
HL211498	1962/09/14	TRANSFER	\$1		RITTINGER, ARTHUR E. RITTINGER, ANNE	C
AB56533	1967/06/29	TRANSFER	\$1		CATTEL, WALLACE C. CATTEL, LORNA I.	C
AB87245	1968/04/10	AGREEMENT				C
AB300015	1973/07/04	TRANSFER	\$1		JERDUN INVESTMENTS LIMITED JEREMIAS, MARTIN T.	C
AB355999	1974/11/05	TRANSFER	\$1		JERMAR HOLDINGS INC.	C
62R3008	1976/06/02	PLAN REFERENCE				C
CD14521	1976/06/14	CERT R SUC DU ACT				C

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.


Ontario ServiceOntario

 LAND
REGISTRY
OFFICE #62

ABSTRACT INDEX (ABBREVIATED) FOR PROPERTY IDENTIFIER

17479-0003 (R)

 PAGE 2 OF 3
PREPARED FOR wburych01
ON 2021/08/07 AT 09:49:16

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
CD28347	1976/08/27	TRANSFER	\$1		DONHAM, JAMES EDWARD	C
62R6246	1982/05/13	PLAN REFERENCE				C
CD243749	1983/05/04	AGREEMENT	\$1		THE CORPORATION OF THE TOWN OF DUNDAS	C
REMARKS: DEVELOPMENT						
CD243817	1983/05/05	NO APL 1ST REG				C
CD335651	1985/11/29	TRANSFER			BARASEVIC, MICHAEL BARASEVIC, HELEN	C
CD335652	1985/11/29	TRANSFER	\$58,500		BARASEVIC, MICHAEL BARASEVIC, HELEN	C
CD339630	1986/01/10	TRANSFER	\$160,000		BARASEVIC, MICHAEL BARASEVIC, HELEN	C
CD506914	1989/04/12	TRANSFER	\$921,280		ELM VILLA RETIREMENT HOMES INC.	C
VM98744	1991/10/01	AGREEMENT			THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH	C
VM129573	1992/08/21	RELEASE				C
REMARKS: VM98744						
62R14692	1998/08/25	PLAN REFERENCE				C
VM243010	1998/09/02	TRANSFER	\$2,100,000	ELM VILLA RETIREMENT HOMES INC.	1156564 ONTARIO INC.	C
VM243865	1998/12/11	QUIT CLAIM TRANSFER		JEREMIAS, MARTIN T. HARPER CORPORATION LIMITED	ELM VILLA RETIREMENT HOMES INC.	C
VM243866	1998/12/11	DEPOSIT		CATTEL, WALLACE CULVER - ESTATE		C
VM243868	1998/12/11	QUIT CLAIM TRANSFER		CATTEL, WALLACE CULVER - ESTATE	ELM VILLA RETIREMENT HOMES INC.	C
VM268056	2006/03/21	ARTICLES OF AMALG		1156564 ONTARIO INC. 1298077 ONTARIO INC.* 1639133 ONTARIO INC.		C
VM281792	2013/01/03	OPTION TO PURCHASE	\$2	2157720 ONTARIO INC.		C
VM281859	2013/09/04	DECLARATION S.25		DUGUID, OWEN J.	1639133 ONTARIO INC.	C
REMARKS: RE: NAME CHANGE						

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.



Ontario ServiceOntario

LAND
REGISTRY
OFFICE #62

ABSTRACT INDEX (ABBREVIATED) FOR PROPERTY IDENTIFIER

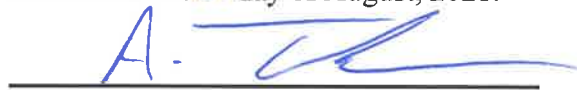
17479-0003 (R)

PAGE 3 OF 3
PREPARED FOR wdurych01
ON 2021/08/07 AT 09:49:16

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
VM281861	2014/01/29	AMALGAMATION CORP		1639133 ONTARIO INC. 1694560 ONTARIO INC.	1906267 ONTARIO INC.	C
VM282000	2015/06/12	CHARGE	\$3,950,000	DUNDAS RETIREMENT PLACE INC.	COMMUNICATION TECHNOLOGIES CREDIT UNION LIMITED	C
VM282001	2015/06/12	ASSIGNMENT GENERAL REMARKS: RENTS - VM282000		DUNDAS RETIREMENT PLACE INC.	COMMUNICATION TECHNOLOGIES CREDIT UNION LIMITED	C
VM282002	2015/06/12	POSTPONEMENT REMARKS: VM281472 TO VM282000, VM282001	\$2	RIVERVIEW PHARMACY INC.	COMMUNICATION TECHNOLOGIES CREDIT UNION LIMITED	C
VM282131	2016/12/08	POSTPONEMENT REMARKS: VM281492 TO VM282129	\$2	RIVERVIEW PHARMACY INC.	SURE MORTGAGE CAPITAL INC.	C
VM282254	2018/07/27	CHARGE	\$7,385,000	DUNDAS RETIREMENT PLACE INC.	BUDUCHNIST CREDIT UNION LIMITED	C
VM282255	2018/07/27	ASSIGNMENT GENERAL		DUNDAS RETIREMENT PLACE INC.	BUDUCHNIST CREDIT UNION LIMITED	C
VM282256	2018/07/27	POSTPONEMENT REMARKS: VM281492, 282254, 282255		RIVERVIEW PHARMACY INC.	BUDUCHNIST CREDIT UNION LIMITED	C
VM282338	2019/11/18	CHARGE	\$1,300,000	DUNDAS RETIREMENT PLACE INC.	GILL, DABINDERJEET 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

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.

This is Exhibit "B" referred to in the
Affidavit of Walter P. Burych sworn
before me this 25th day of August, 2021.



Alexander Tershakowec
A Commissioner for taking affidavits.



Transfer/Deed of Land

Form 1 — Land Registration Reform Act

A

FOR OFFICE USE ONLY	(1) Registry <input checked="" type="checkbox"/> Land Titles <input type="checkbox"/>		(2) - Page 1 of 2 pages
	(3) Property Identifier(s) Block 17479 - 0003 (R)		Additional: See Schedule <input type="checkbox"/>
	(4) Consideration Two Million, One Hundred Thousand Dollars \$ 2,100,000.00		
	(5) Description This is a: Property Division <input type="checkbox"/> Property Consolidation <input type="checkbox"/> Lots 8, 9, 10 & Part Lot 11, Registrar's Compiled Plan Number 1401, designated as Part 1 on Reference Plan 62R-14692, in the Town of Dundas, in the Regional Municipality of Hamilton-Wentworth		
	(6) This Document Contains (a) Redescription New Easement Plan/Sketch <input type="checkbox"/> (b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input type="checkbox"/> (7) Interest/Estate Transferred Fee Simple		
(8) Transferor(s) The transferor hereby transfers the land to the transferee and certifies that the transferor is at least eighteen years old and that Name(s) ELM VILLA RETIREMENT HOMES INC. Signature: Helen Barasevic - President Date of Signature: 1998 08 01			
(9) Spouse(s) of Transferor(s) hereby consent to this transaction Name(s) Signature(s) Date of Signature: Y M D			
(10) Transferor(s) Address for Service 12 Melville Street, Dundas, Ontario, L9H 1Z8			
(11) Transferee(s) 1156564 ONTARIO INC. Date of Birth: Y M D			
(12) Transferee(s) Address for Service 19 Aikman Avenue, Hamilton, Ontario, L8M 1P6			
(13) Transferor(s) The transferor verifies that to the best of the transferor's knowledge and belief, this transfer does not contravene section 50 of the Planning Act. Signature: Mark L. Castle Date of Signature: 1998 08 01 Solicitor for Transferor(s) I have explained the effect of section 50 of the Planning Act to the transferor and I have made inquiries of the transferor to determine that this transfer does not contravene that section and based on the information supplied by the transferor, to the best of my knowledge and belief, this transfer does not contravene that section. I am an Ontario solicitor in good standing. Name and Address of Solicitor: 11 Sydenham St., P.O. Box 8180 Dundas, Ontario, L9H 5G1 Signature: 1998 08 01			
(14) Solicitor for Transferee(s) I have investigated the title to this land and to adjoining land where relevant and I am satisfied that the title records reveal no contravention as set out in subclause 50 (22) (c) (i) of the Planning Act and that to the best of my knowledge and belief this transfer does not contravene section 50 of the Planning Act. I act independently of the solicitor for the transferor(s) and I am an Ontario solicitor in good standing. Name and Address of Solicitor: Signature: Date of Signature: Y M D			
Planning Act - OPTIONAL Also Statement by Solicitor for Transferee(s) here if necessary	(15) Assessment Roll Number of Property City, Mun., Map, Sub., Par. MULTIPLE		
	(16) Municipal Address of Property 33 - 41 Main Street Dundas, Ontario L9H 2P7		
(17) Document Prepared by: Johnson, Ramsbottom & Castle Barristers & Solicitors 11 Sydenham Street P. O. Box 8180 Dundas, Ontario, L9H 5G1			FOR OFFICE USE ONLY
Fees and Tax Registration Fee Land Transfer Tax Total			

Affidavit of Residence and of Value of the Consideration
Form 1— Land Transfer Tax Act

117

Refer to all instructions on reverse side.
IN THE MATTER OF THE CONVEYANCE OF (insert brief description of land) Lots 8, 9, 10 and Part Lot 11, Registrar's Compiled Plan 1401, being Part 1 on Plan 62R-14692, Town of Dundas, Regional Municipality of Hamilton-Wentworth

BY (print names of all transferors in full) ELM VILLA RETIREMENT HOMES INC

TO (see instruction 1 and print names of all transferees in full) 1156564 ONTARIO INC

1. (see instruction 2 and print name(s) in full) Stanley E Blair

MAKE OATH AND SAY THAT:

1. I am (place a clear mark within the square opposite that one of the following paragraphs that describes the capacity of the deponent(s)): (see instruction 2)

- ☐ (a) A person in trust for whom the land conveyed in the above-described conveyance is being conveyed;
☐ (b) A trustee named in the above-described conveyance to whom the land is being conveyed;
☐ (c) A transferee named in the above-described conveyance;
☐ (d) The authorized agent or solicitor acting in this transaction for (insert name(s) of principal(s))

☒ (e) The President, Vice-President, Manager, Secretary, Treasurer or other officer authorized to act for (insert name(s) of corporation(s)) 1156564 Ontario Inc.

☐ (f) A transferee described in paragraph () (insert only one of paragraph (a), (b) or (c) above, as applicable) and am making this affidavit on my own behalf and on behalf of (insert name of spouse) who is my spouse described in paragraph () (insert only one of paragraph (a), (b) or (c) above, as applicable) and as such, I have personal knowledge of the facts herein deposed to.

2. (To be completed where the value of the consideration for the conveyance exceeds \$400,000).

I have read and considered the definition of "single family residence" set out in clause 1(1)(a) of the Act. The land conveyed in the above-described conveyance

- ☐ contains at least one and not more than two single family residences.
☒ does not contain a single family residence.
☐ contains more than two single family residences. (see instruction 3)

Note: Clause 2(1)(d) imposes an additional tax at the rate of one-half of one per cent upon the value of consideration in excess of \$400,000 where the conveyance contains at least one and not more than two single family residences.

3. I have read and considered the definitions of "non-resident corporation" and "non-resident person" set out respectively in clauses 1(1)(f) and (g) of the Act and each of the following persons to whom or in trust for whom the land is being conveyed in the above-described conveyance is a "non-resident corporation" or a "non-resident person" as set out in the Act. (see instructions 4 and 5) None

4. THE TOTAL CONSIDERATION FOR THIS TRANSACTION IS ALLOCATED AS FOLLOWS:

(a) Monies paid or to be paid in cash	\$ 1,550,000.00	
(b) Mortgages (i) Assumed (show principal and interest to be credited against purchase price)	\$ 0.00	
(ii) Given back to vendor	\$ 550,000.00	
(c) Property transferred in exchange (detail below)	\$ Nil	
(d) Securities transferred to the value of (detail below)	\$ Nil	
(e) Liens, legacies, annuities and maintenance charges to which transfer is subject	\$ Nil	
(f) Other valuable consideration subject to land transfer tax (detail below)	\$ Nil	
(g) VALUE OF LAND, BUILDING, FIXTURES AND GOODWILL SUBJECT TO LAND TRANSFER TAX (Total of (a) to (f))	\$ 2,100,000.00	\$ 2,100,000.00
(h) VALUE OF ALL CHATTELS - items of tangible personal property (Retail Sales Tax is payable on the value of all chattels unless exempt under the provisions of the "Retail Sales Tax Act", R.S.O. 1990, c.454, as amended)	\$ 50,000.00	
(i) Other consideration for transaction not included in (g) or (h) above	\$ Nil	
(j) TOTAL CONSIDERATION	\$ 2,150,000.00	

All Blanks
Must Be
Filled in.
Insert "Nil"
Where
Applicable

5. If consideration is nominal, describe relationship between transferor and transferee and state purpose of conveyance. (see instruction 4) n/a

6. If the consideration is nominal, is the land subject to any encumbrance? _____

7. Other remarks and explanations, if necessary. _____

Sworn before me at the City of Hamilton
in the Regional Municipality of Hamilton-Wentworth
this 2d day of SEPTEMBER 1998

D. MacDonald
A Commissioner for taking Affidavits, etc.

DARLENE SHZUE MACDONALD, a Commissioner, etc.,
Regional Municipality of Hamilton-Wentworth,
for Brown, Scarfone, Hawkins, Barristers and Solicitors.
Expires March 24, 1999.

Stanley E Blair
signature(s)

Property Information Record

- A. Describe nature of instrument: Transfer/Deed of Land
B. (i) Address of property being conveyed (if available) 33-41 Main Street, Dundas, Ontario L9H 2P7
(ii) Assessment/ Roll No. (if available) multiple
C. Mailing address(es) for future Notices of Assessment under the Assessment Act for property being conveyed (see instruction 7) 19 Aikman Avenue, Hamilton, Ontario L8M 1P6

- D. (i) Registration number for last conveyance of property being conveyed (if available) _____
(ii) Legal description of property conveyed: Same as in D.(i) above. Yes ☐ No ☐ Not known ☐

E. Name(s) and address(es) of each transferee's solicitor

Brown, Scarfone, Hawkins, Barristers and Solicitors
Suite 1050, 120 King Street West, Post Office Box 926, Depot One, Hamilton, Ontario L8N 3P9
RSB/dm(98C30)

School Tax Support (Voluntary Election) See reverse for explanation

- (a) Are all individual transferees Roman Catholic? Yes ☐ No ☐
(b) If Yes, do all individual transferees wish to be Roman Catholic Separate School Supporters? Yes ☐ No ☐
(c) Do all individual transferees have French Language Education Rights? Yes ☐ No ☐
(d) If Yes, do all individual transferees wish to support the French Language School Board (where established)? Yes ☐ No ☐

NOTE: As to (c) and (d) the land being transferred will be assigned to the French Public School Board or Sector unless otherwise directed in (e) and (b). 04-080 (90-08)

For Land Registry Office Use Only	
Registration No.	
Registration Date	Land Registry Office No.

Request ID: 026543106
Transaction ID: 80195618
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2021/08/09
Time Report Produced: 10:48:32
Page: 1

CORPORATION DOCUMENT LIST

Ontario Corporation Number

1906267

Corporation Name

DUNDAS RETIREMENT PLACE INC.

ACT/CODE	DESCRIPTION	FORM	DATE (YY/MM/DD)
CIA	CHANGE NOTICE PAF: MARTINO, STEFANIE	1	2018/06/26 (ELECTRONIC FILING)
BCA	ARTICLES OF AMENDMENT	3	2014/12/03
CIA	INITIAL RETURN PAF: HOPKINS, ROBIN	1	2014/02/07
BCA	ARTICLES OF AMALGAMATION	4	2014/01/20

THIS REPORT SETS OUT ALL DOCUMENTS FOR THE ABOVE CORPORATION WHICH HAVE BEEN FILED ON OR AFTER JUNE 27, 1992, AND RECORDED IN THE ONTARIO BUSINESS INFORMATION SYSTEM AS AT THE DATE AND TIME OF PRINTING. ADDITIONAL HISTORICAL INFORMATION MAY EXIST ON MICROFICHE.

ALL "PAF" (PERSON AUTHORIZING FILING) INFORMATION IS DISPLAYED EXACTLY AS RECORDED IN ONBIS. WHERE PAF IS NOT SHOWN AGAINST A DOCUMENT, THE INFORMATION HAS NOT BEEN RECORDED IN THE ONBIS DATABASE.

The issuance of this report in electronic form is authorized by the Director of Companies and Personal Property Security Branch.

Request ID: 026543108
 Transaction ID: 80195620
 Category ID: UN/E

Province of Ontario
 Ministry of Government Services

Date Report Produced: 2021/08/09
 Time Report Produced: 10:48:34
 Page: 1

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name	Amalgamation Date
1906267	DUNDAS RETIREMENT PLACE INC.	2014/01/20
		Jurisdiction
		ONTARIO
Corporation Type	Corporation Status	Former Jurisdiction
ONTARIO BUSINESS CORP.	ACTIVE	NOT APPLICABLE
Registered Office Address	Date Amalgamated	Amalgamation Ind.
15 STONEGATE STREET NORTH	NOT APPLICABLE	A
	New Amal. Number	Notice Date
ANCASTER ONTARIO CANADA L9G 3P3	NOT APPLICABLE	NOT APPLICABLE
Mailing Address		Letter Date
15 STONEGATE STREET NORTH		NOT APPLICABLE
	Revival Date	Continuation Date
ANCASTER ONTARIO CANADA L9G 3P3	NOT APPLICABLE	NOT APPLICABLE
	Transferred Out Date	Cancel/Inactive Date
	NOT APPLICABLE	NOT APPLICABLE
	EP Licence Eff.Date	EP Licence Term.Date
	NOT APPLICABLE	NOT APPLICABLE
	Number of Directors	Date Commenced
	Minimum Maximum	in Ontario
	00001 00007	Date Ceased
Activity Classification		in Ontario
NOT AVAILABLE		NOT APPLICABLE

Request ID: 026543108
Transaction ID: 80195620
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2021/08/09
Time Report Produced: 10:48:34
Page: 2

CORPORATION PROFILE REPORT

Ontario Corp Number

1906267

Corporation Name

DUNDAS RETIREMENT PLACE INC.

Corporate Name History

DUNDAS RETIREMENT PLACE INC.

Effective Date

2014/12/03

1906267 ONTARIO INC.

2014/01/20

Current Business Name(s) Exist:

NO

Expired Business Name(s) Exist:

NO

Amalgamating Corporations

Corporation Name

1639133 ONTARIO INC.

1694560 ONTARIO INC.

Corporate Number

1639133

1694560

Request ID: 026543108
Transaction ID: 80195620
Category ID: UNE

Province of Ontario
Ministry of Government Services

Date Report Produced: 2021/08/09
Time Report Produced: 10:48:34
Page: 3

CORPORATION PROFILE REPORT

Ontario Corp Number

1906267

Corporation Name

DUNDAS RETIREMENT PLACE INC.

**Administrator:
Name (Individual / Corporation)**STEPHANIE
MARTINO**Address**15 STONEGATE DRIVE

ANCASTER
ONTARIO
CANADA L9G 3P3**Date Began**

2014/01/20

First Director

YES

Designation

DIRECTOR

Officer Type**Resident Canadian**

Y

**Administrator:
Name (Individual / Corporation)**ANTHONY
MARTINO**Address**15 STONEGATE DRIVE

ANCASTER
ONTARIO
CANADA L9G 3P3**Date Began**

2014/01/20

First Director

NOT APPLICABLE

Designation

DIRECTOR

Officer Type**Resident Canadian**

Y

Request ID: 026543108
Transaction ID: 80195620
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2021/08/09
Time Report Produced: 10:48:34
Page: 4

CORPORATION PROFILE REPORT

Ontario Corp Number

1906267

Corporation Name

DUNDAS RETIREMENT PLACE INC.

**Administrator:
Name (Individual / Corporation)**ANTHONY
MARTINO**Address**

15 STONEGATE DRIVE

ANCASTER
ONTARIO
CANADA L9G 3P3**Date Began**

2014/01/20

First Director

NOT APPLICABLE

Designation

OFFICER

Officer Type

TREASURER

Resident Canadian

Y

**Administrator:
Name (Individual / Corporation)**JOHN
MARTINO**Address**

15 STONEGATE DRIVE

ANCASTER
ONTARIO
CANADA L9G 3P3**Date Began**

2014/01/20

First Director

NOT APPLICABLE

Designation

DIRECTOR

Officer Type**Resident Canadian**

Y

Request ID: 026543108
Transaction ID: 80195620
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2021/08/09
Time Report Produced: 10:48:34
Page: 5

CORPORATION PROFILE REPORT

Ontario Corp Number

1906267

Corporation Name

DUNDAS RETIREMENT PLACE INC.

**Administrator:
Name (Individual / Corporation)**JOHN
MARTINO**Address**15 STONEGATE DRIVE

ANCASTER
ONTARIO
CANADA L9G 3P3**Date Began**

2014/01/20

First Director

NOT APPLICABLE

Designation

OFFICER

Officer Type

VICE-PRESIDENT

Resident Canadian

Y

**Administrator:
Name (Individual / Corporation)**ANTHONY
THADDEUS
MARTINO**Address**15 STONEGATE DRIVE

ANCASTER
ONTARIO
CANADA L4G 3T3**Date Began**

2014/01/20

First Director

NOT APPLICABLE

Designation

DIRECTOR

Officer Type**Resident Canadian**

Y

Request ID: 026543108
Transaction ID: 80195620
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2021/08/09
Time Report Produced: 10:48:34
Page: 6

CORPORATION PROFILE REPORT

Ontario Corp Number

1906267

Corporation Name

DUNDAS RETIREMENT PLACE INC.

**Administrator:
Name (Individual / Corporation)**ANTHONY
THADDEUS
MARTINO**Address**

15 STONEGATE DRIVE

ANCASTER
ONTARIO
CANADA L4G 3T3**Date Began**

2014/01/20

First Director

NOT APPLICABLE

Designation

OFFICER

Officer Type

TREASURER

Resident Canadian

Y

**Administrator:
Name (Individual / Corporation)**SOPHI-ANNE
MARTINO**Address**

44 IRWIN AVENUE

ANCASTER
ONTARIO
CANADA L9K 0E9**Date Began**

2014/01/20

First Director

NOT APPLICABLE

Designation

DIRECTOR

Officer Type**Resident Canadian**

Y

Request ID: 026543108
Transaction ID: 80195620
Category ID: UNE

Province of Ontario
Ministry of Government Services

Date Report Produced: 2021/08/09
Time Report Produced: 10:48:34
Page: 7

CORPORATION PROFILE REPORT

Ontario Corp Number

1906267

Corporation Name

DUNDAS RETIREMENT PLACE INC.

**Administrator:
Name (Individual / Corporation)**SOPHI-ANNE
MARTINO**Address**44 IRWIN AVENUE

ANCASTER
ONTARIO
CANADA L9K 0E9**Date Began**

2014/01/20

First Director

NOT APPLICABLE

Designation

OFFICER

Officer Type

SECRETARY

Resident Canadian

Y

**Administrator:
Name (Individual / Corporation)**STEFANIE
MARTINO**Address**15 STONEGATE DRIVE

ANCASTER
ONTARIO
CANADA L9G 3P3**Date Began**

2014/01/20

First Director

NOT APPLICABLE

Designation

DIRECTOR

Officer Type**Resident Canadian**

Y

Request ID: 026543108
Transaction ID: 80195620
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2021/08/09
Time Report Produced: 10:48:34
Page: 8

CORPORATION PROFILE REPORT

Ontario Corp Number

1906267

Corporation Name

DUNDAS RETIREMENT PLACE INC.

**Administrator:
Name (Individual / Corporation)**STEFANIE
MARTINO**Address**15 STONEGATE DRIVE

ANCASTER
ONTARIO
CANADA L9G 3P3**Date Began**

2014/01/20

First Director

NOT APPLICABLE

Designation

OFFICER

Officer Type

PRESIDENT

Resident Canadian

Y

Request ID: 026543108
Transaction ID: 80195620
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2021/08/09
Time Report Produced: 10:48:34
Page: 9

CORPORATION PROFILE REPORT

Ontario Corp Number

Corporation Name

1906267

DUNDAS RETIREMENT PLACE INC.

Last Document Recorded

Act/Code Description

Form

Date

CIA CHANGE NOTICE

1

2018/06/26 (ELECTRONIC FILING)

THIS REPORT SETS OUT THE MOST RECENT INFORMATION FILED BY THE CORPORATION ON OR AFTER JUNE 27, 1992, AND RECORDED IN THE ONTARIO BUSINESS INFORMATION SYSTEM AS AT THE DATE AND TIME OF PRINTING. ALL PERSONS WHO ARE RECORDED AS CURRENT DIRECTORS OR OFFICERS ARE INCLUDED IN THE LIST OF ADMINISTRATORS.

ADDITIONAL HISTORICAL INFORMATION MAY EXIST ON MICROFICHE.

The issuance of this report in electronic form is authorized by the Director of Companies and Personal Property Security Branch.

This is Exhibit "C" referred to in the
Affidavit of Walter P. Burych sworn
before me this 25th day of August, 2021.



Alexander Tershakowec
A Commissioner for taking affidavits.

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT dated as of the 29th day of April 2021.

B E T W E E N:

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

(the “Vendor” or the “Receiver”)

- and -

LP HAMILTON HOLDINGS INC.

(the “Purchaser”)

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

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

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

ARTICLE 1 **INTERPRETATION**

1.01 Definitions

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

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

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

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

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

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

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

1.02 Headings

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

1.03 Extended Meanings

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

1.04 Statutory References

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

1.05 Vendor’s Capacity

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

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

1.06 Schedules

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

Schedule "A" – Legal Description of Purchased Property

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

Schedule "C" – Form of Approval and Vesting Order

ARTICLE 2 PURCHASE AND SALE OF PURCHASED ASSETS

2.01 Purchase and Sale of Purchased Assets

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

2.01A Option to Exclude Assets up to Closing

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

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

2.02 Purchase Price for Purchased Assets

The purchase price payable by the Purchaser to the Vendor for the Purchased Assets shall be the sum of Ten Million Five Hundred Thousand Dollars (\$10,500,000) (the "**Purchase Price**").

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

2.03 Payment of Purchase Price

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

- (a) subject to Section 4, a non-refundable deposit in the amount of Five Hundred Thousand Dollars (\$500,000) (the "**Deposit**") by wire transfer to an account specified by the Vendor within twenty-four (24) hours of the execution of this Agreement by the Purchaser, which amount shall be held by the Vendor in a non-interest bearing account; and
- (b) the balance of the Purchase Price by wire transfer to an account specified by the Vendor at or before the Closing Time.

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

2.04 Assumed Obligations

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

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

2.05 Excluded Liabilities

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

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

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

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

2.06 Adjustments

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

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

2.07 Harmonized Sales Tax

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

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

2.08 Land Transfer Tax

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

ARTICLE 3 ADDITIONAL BUSINESS TERMS

3.01 Risk of Loss

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

3.02 Continued Operation

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

3.03 Interim Access

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

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

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

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

3.04 Insurance

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

3.05 Assumed Contracts

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

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

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

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

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

3.06 Employees

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

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

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

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

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

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

3.07 Confidentiality; Personal Information; Personal Health Information

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

3.08 Application for Approvals

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

ARTICLE 4

REPRESENTATIONS AND WARRANTIES

4.01 Vendor's Representations

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

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

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

4.02 Purchaser's Representations

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

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

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

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

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

ARTICLE 5

CLOSING ARRANGEMENTS

5.01 Closing

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

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

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

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

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

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

5.02 Electronic Registration

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

5.03 Survival of Representations

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

ARTICLE 6

CONDITIONS AND TERMINATION RIGHTS

6.01 Approval and Vesting Order

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

6.02 Approvals

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

6.02A Condition in Favour of Purchaser re: Subordinate Lenders

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

its sole discretion, that the mortgage security of the Subordinate Lenders shall be assumed by the Purchaser on Closing and constitute permitted encumbrances which shall not be vested off title to the Purchased Property and Lands pursuant to the Approval and Vesting Order but remain on title after Closing. The Purchaser shall have until 1:00pm (Toronto time) on May 14, 2021 to waive this condition by delivering notice of such waiver by email to the Vendor (at sheldon.title@mnp.ca), failing which this Agreement shall be null and void and the Deposit shall be reimbursed to the Purchaser as soon as practicable.

6.02B Condition in Favour of Purchaser re: Land Title Conversion

This Agreement is conditional on the conversion, by or before Closing, of that Purchased Property comprising PIN 17479-0003(R) from the "Land Registry" system to the "Land Titles" system maintained pursuant to the *Land Titles Act* (Ontario), on such terms as are satisfactory to the Purchaser, acting reasonably. The Vendor agrees to take such steps as are commercially reasonable to complete such conversion. In the event this condition is not satisfied, the only recourse that the Purchaser shall have shall be the return of its Deposit in accordance with the terms hereof; and, the Purchaser shall be entitled to no other claim or remedy.

6.03 Injunction or Failure to Give Possession

In the event that:

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

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

6.04 Purchaser's Right to Close or Terminate

In the event that the Purchased Assets shall be materially damaged or destroyed by fire or other casualty prior to Closing, then the Vendor shall advise the Purchaser, in writing, within

twenty-four (24) hours of the Vendor learning of same, which notice must, in all cases, be delivered prior to the Closing Time. In the event that the Purchased Assets suffer such material damage or destruction then the Purchaser shall be entitled, in its sole and absolute discretion, to elect to (a) terminate this Agreement by notice, in writing, to the other party and in such event the Parties hereto shall be released from all obligations and Liabilities hereunder, or (b) to accept payment of any and all related insurance proceeds. Such option shall be exercised three (3) business days after notification to the Purchaser by the Vendor of the occurrence of such damage or destruction (or prior to the Closing Date if such occurrence takes place within three business days of the Closing Date). If, because of such damage, destruction or casualty, the Purchaser elects, by notice under this Section 6.04, not to complete the transaction contemplated hereby, this Agreement shall be terminated automatically and the Purchaser shall be entitled only to a return of the Deposit but without any other compensation or claim against the Vendor. If the Purchaser does not exercise their option under this section to decline to complete the transaction contemplated hereby, the Purchaser shall complete the transaction contemplated hereby and shall be entitled to an assignment of the proceeds of insurance referable to such damage or destruction, if any (upon payment of any applicable deductible charges).

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

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

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

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

ARTICLE 7

GENERAL

7.01 Further Assurances

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

7.02 Time of the Essence

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

7.03 Benefit of the Agreement

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

7.04 Entire Agreement

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

7.05 Amendments and Waiver

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

7.06 Assignment

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

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

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

7.07 Legal and Accounting Fees

Each of the Parties will pay its own legal, accounting and other fees and expenses incurred in connection with the preparation, execution and delivery of this Agreement and the other

Purchase Documents and the completion of the transaction contemplated hereby or thereby, as well as any other costs and expenses whatsoever and howsoever incurred.

7.08 Non-Business Day

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

7.09 Notices

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

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

with a copy to:

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

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

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

with a copy to:

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

or to such other address, facsimile number, e-mail or individual as may be designated by notice by either party to the other party. Any demand, notice, objection or other communication given by personal delivery will be conclusively deemed to have been given on the day of actual delivery thereof and, if given by registered mail, on the fifth (5th) Business Day following the deposit thereof in the mail and, if given by courier, on the next Business Day following the sending thereof and, if given by facsimile or e-mail, on the date of the sending thereof if sent prior to 6:00pm (Eastern) and on the next Business Day date of the sending thereof if sent after 6:00pm (Eastern). If the party giving any demand, notice, objection or other communication knows or ought reasonably to know of any difficulties with the postal system which might affect the delivery of mail, such demand, notice, objection or other communication shall not be mailed but shall be given by personal delivery, courier or facsimile.

7.10 Currency

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

7.11 Governing Law

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

7.12 Severability

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

7.13 Electronic Execution

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

7.14 Tender

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

7.15 Counterparts

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

7.16 Access to Books and Records

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

7.17 Irrevocable Offer

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

[EXECUTIONS ON SEPARATE PAGE.]

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

DATED the 29th day of April, 2021.

LP HAMILTON HOLDINGS INC.

per: _____

Name: Laura Philp

Title: President

I have authority to bind the Purchaser.

ACCEPTANCE

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

DATED the _____ day of April, 2021.

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

per: _____

Name: Sheldon Title

Title: Senior Vice-President

I have authority to bind the Receiver.

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

1. 17201-0057 (LT)

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

2. 17268-0152 (LT)

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

3. 17479-0003 (R)

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

SCHEDULE "B"

RESIDENCY AGREEMENTS, LEASES & ASSUMED CONTRACTS

RESIDENCY AGREEMENTS

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

LEASES

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

ASSUMED CONTRACTS

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

SCHEDULE "C"
FORM OF APPROVAL AND VESTING ORDER

See attached.

Court File No.: CV-20-74570

Commercial List Court File No.: _____

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

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

BUDUCHNIST CREDIT UNION LIMITED

Applicant

- and -

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

Respondents

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

APPROVAL AND VESTING ORDER

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

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

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

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

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

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

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

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

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

7. THIS COURT ORDERS that, notwithstanding:

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

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

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

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

Exhibit A – Form of Receiver’s Certificate

Court File No.: CV-20-74570

Commercial List Court File No.: _____

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

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

Applicant

- and -

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

Respondents

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

RECEIVER’S CERTIFICATE**RECITALS**

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

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

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

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

THE RECEIVER CERTIFIES the following:

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

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

Per: _____

Name: _____

Title: _____

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

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

2. 17268-0152 (LT)

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

3. 17479-0003 (R)

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

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

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

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

(EXHIBIT "C" CONTINUES)

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

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

(EXHIBIT "C" CONTINUES)

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

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

(END OF EXHIBIT "C")

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

(unaffected by the Vesting Order)

SPECIFIC PERMITTED ENCUMBRANCES

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

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

(EXHIBIT "D" CONTINUES)

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

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

(EXHIBIT "D" CONTINUES)

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

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

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

VM243866	1998/12/11	Quit Claim Transfer		Martin T. Jeremias, Harjer Corporation Limited	Elm Villa Retirement Homes Inc
VM243866	1998/12/11	Deposit		William Culver Cattel - Estate	Elm Villa Retirement Homes Inc
VM243868	1998/12/11	Quit Claim Transfer		William Culver Cattel - Estate	Elm Villa Retirement Homes Inc
VM268056	2006/03/21	Articles of Amalg		1156564 Ontario Inc., 12988077 Ontario Inc., 1639133 Ontario Inc.	
VM281792	2013/01/03	Option to Purchase	\$2	2157720 Ontario Inc.	1639133 Ontario Inc.
VM281859	2013/09/04	Declaration s. 25		Owen J. Duguid	
VM281881	2014/01/29	Amalgamation Corp		1639133 Ontario Inc., 1694560 Ontario Inc.	1906267 Ontario Inc.
VM282338	2019/11/18	Charge	\$1,300,000	Dundas Retirement Place Inc.	Dapinderjeet Gill, Darshan Gill, Amneet Gill, Jasper Properties Inc., Manjinder Jagdev

GENERAL PERMITTED ENCUMBRANCES ON ALL PROPERTIES

- Any municipal by-laws or regulations affecting the Real Property or its use and any other municipal land use instruments including without limitation, official plans and zoning and building by-laws, as well as decisions of the committee of adjustment or any other

competent authority permitting variances therefrom, and all applicable building codes;

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

(END OF EXHIBIT "D")

This is Exhibit "D" referred to in the
Affidavit of Walter P. Burych sworn
before me this 25th day of August, 2021.



Alexander Tershakowec
A Commissioner for taking affidavits.

NOTICE - The attached retention report may not be exhaustive. Any First Application to Land Titles or a Conversion to LTCQ will require a solicitor's complete search of title.

Run Date: 1997-Sep-26 20:52

Regd By: sa

DATA RETENTION REPORT

LRO: Toronto Implementation Site

PIN: 17479-0003 (R) (Active) Phase: HILF(b) Block: 17479

Address: DUNDAS 41 MAIN ST

Property Category: Registry Assembled Properties

Assessment #: 25-26-100-130-04800

Thumbnail: LT 8,9,10, RCP 1401 ; PT LT 11, RCP 1401 ; DUNDAS

Property Remarks:

Estate/Qualifier:

Searcher Comments : NON CONVERT AS PER LEGAL SEE N/C

Searched By : ennia accardi

From Book:

Comment Type Approved by Comment

Reg.Num.	Date	Use.	Qual.	Inst.Type	Amount	Parties To	Share	Iden.	Cert
HL6884	1957-Apr-17	B	NQ	Transfer (Grant)	\$1.00	CATTEL, WALLACE C. CATTEL, LORNA I.			C
Remarks:									
HL67785	1958-Oct-31	B	NQ	Transfer (Grant)	\$1.00	STRECKER, FRANK			C
Remarks:									
HL106758	1959-Oct-27	B		Bylaw					C
Remarks:									
HL109987	1959-Nov-23	B		Bylaw					C
Remarks:									
HL109988	1959-Nov-23	B		Bylaw					C
Remarks:									
HL211498	1962-Sep-14	B	NQ	Transfer (Grant)	\$1.00	RITTINGER, ARTHUR E. RITTINGER, ANNE			C
Remarks:									
AB56533	1967-Jun-29	B	NQ	Transfer (Grant)	\$1.00	CATTEL, WALLACE C. CATTEL, LORNA I.			C
Remarks:									

Reqd By: sa

LRO: Toronto Implementation Site

Remarks:

CD505914	1989-Apr-12	B	NQ	Transfer (Grant)	\$921,280.00	ELM VILLA RETIREMENT HOMES INC.	C
Remarks:							
VM98744	1991-Oct-01	B		Agreement		THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH	C
Remarks:							
VM115482	1992-Mar-31	B		C_harge	\$1,420,000.00	BANK OF MONTREAL	C
Remarks:							
VM129573	1992-Aug-21	B		Release			C
Remarks: VM98744							
VM150975	1993-Apr-16	B		C_harge	\$500,000.00	BANK OF MONTREAL	C
Remarks:							

End of Pin 17479-0003

Walter P Burych

From: Nicholas Muth <nicholas.muth@ajclarke.com>
Sent: May-31-21 11:34 AM
To: Barry Clarke
Subject: FW: completed 2021 D 2 NCV R 2021-18137

Nicholas Muth Ph.D., B.Eng., O.L.S
 Geomatics Project Manager



A. J. Clarke and Associates Ltd.

25 Main Street West, Suite 300, Hamilton, ON L8P 1H1

nicholas.muth@ajclarke.com | www.ajclarke.com

Tel: 905 528 8761 x283 | Cell: 289 684 4139

Proud of our Treasured Past - Building a Sustainable Future

From: Holt, Julie (MGCS) <Julie.Holt@ontario.ca>
Sent: May 31, 2021 10:48 AM
To: Nicholas Muth <nicholas.muth@ajclarke.com>
Subject: completed 2021 D 2 NCV R 2021-18137

Dear Client,

Your submission is complete. The notes simply state that it is a conflict of ownership, a Deposit for conversion is require to convert the property see Bulletin 2004-2.

Please forward all future inquiries to OnLand.ca

Thank you,

JULIE HOLT
 Registration Services Officer Land Registry Office No. 27
 Ministry of Government and Consumer Services
 2 Industrial Drive Almonte ON K0A 1A0
 T: 613.256.1496 ext 210

The contents of this e-mail and any attachments are intended for the named recipient(s). This e-mail may contain information that is privileged, confidential and/or exempt from disclosure under applicable law. If you have received this message in error, or are not the named recipient(s), immediately notify the sender and permanently delete this message without reviewing, copying, forwarding, disclosing or otherwise using it or any part of it in any form whatsoever.

Le contenu du présent courriel et de toute pièce jointe est réservé au destinataire ou aux destinataires nommément désignés. Ce courriel peut contenir des renseignements privilégiés, confidentiels et/ou exemptés de divulgation en vertu de la loi applicable. Si vous avez reçu le présent message par erreur ou si vous n'êtes pas le destinataire ou les destinataires nommément désignés, veuillez en aviser immédiatement l'expéditeur et effacer de façon permanente le présent message sans l'examiner, le copier, le transmettre, le divulguer ni l'utiliser autrement, en tout ou en partie, de quelque façon que ce soit.

NOTE: Please contact me if you need this communication in another format



This is Exhibit "E" referred to in the
Affidavit of Walter P. Burych sworn
before me this 25th day of August, 2021.



Alexander Tershakowec
A Commissioner for taking affidavits.

This is Exhibit "F" referred to in the
Affidavit of Walter P. Burych sworn
before me this ^{25th} day of August, 2021.



Alexander Tershakowec
A Commissioner for taking affidavits.

Deed without Dower
Form 109
Newsome and Gilbert, Limited, Toronto

300015 A.B.

This Indenture

made in duplicate the 26th day of June
one thousand nine hundred and seventy-three

In Pursuance of the Short Forms of Conveyances Act:

Between

ANTHONY CLEMENTS and MARY CLEMENTS,
his wife, both of the Town of
Dundas, in the County of Wentworth,
hereinafter called the "GRANTORS"

OF THE FIRST PART,

- and -

JERDUN INVESTMENTS LIMITED, a
limited company incorporated under
the laws of the Province of Ontario, having
its head office in the City of Hamilton,
in the County of Wentworth, and
MARTIN T. JEREMIAS, of the said City of
Hamilton, Physician, hereinafter called
the "GRANTEES"

OF THE SECOND PART

WHEREAS the Grantors held the hereinafter
described lands as joint tenants and not as tenants in common.
re: Lot 9 and Mary Clements held Lot 8 in her name alone.

~~Witnesseth~~ that in consideration of other good and valuable consideration

and the sum of ONE (\$1.00)-----dollar of
lawful money of Canada now paid by the said grantee S to the said grantor S (the receipt
whereof is hereby by them acknowledged) theY the said grantor S DO
GRANT unto the said grantee S in fee simple its
successors and assigns, as partnership property,
ALL and Singular that certain parcel or tract of land and premises, situate, lying and
being in the Town of Dundas, in the County of Wentworth,
and known as ~~part~~ ^{all} of Lots Eight (8) and Nine (9), Registrar's
Compiled Plan, Number 1401, Dundas.

SUBJECT TO a right-of-way over the southern ten feet (10') at
right angular width of the lands described, and extending
easterly from Main Street a distance of two hundred and fifteen
feet (215') to be used as a private alleyway only in common
with the owners and occupiers for the time being of the lands
and premises adjoining immediately on the south of the said
right-of-way.

DEED

R. J. NEWSOME

Deed without Dower—Page 2—111

TO HAVE AND TO HOLD unto the said grantee ~~its~~ ^{successors} ~~and~~ and assigns to and for
its and their sole and only use forever, as partnership property.

SUBJECT NEVERTHELESS to the reservations, limitations, provisos and conditions
expressed in the original grant thereof from the Crown.

The said grantor s COVENANT with the said grantee THAT they have the
right to convey the said lands to the said grantee notwithstanding any act of the said
grantor

AND that the said grantee shall have quiet possession of the said lands free from all
encumbrances.

AND the said grantor s COVENANT with the said grantee that they will execute
such further assurances of the said lands as may be requisite.

AND the said grantor s COVENANT with the said grantee that they have done no
act to encumber the said lands.

AND the said grantor s RELEASE to the said grantee ALL their claims upon
the said lands.

IN WITNESS WHEREOF the said parties hereto have hereunto set their hands and seals.

Signed, Sealed and Delivered
IN THE PRESENCE OF

May Clements

Anthony Clements
Anthony Clements

Mary Clements
Mary Clements

Affidavit, Planning Act

Dye & Dunsen Co. Limited, 75 Richmond Street East, Toronto
Form No. 613

The Registry Act

IN THE MATTER of the PLANNING ACT (R.S.O. 1960 c. 296, as amended)

AND IN THE MATTER of a (Deed) ~~(Mortgage or Lease)~~ of (Part of) Lot^s Eight (8) & Nine (9)
~~xxx the xxxxxxxxxx~~ Registrar's Compiled Plan ~~xxxx~~ Dundas, dated May 9, 1973

I, ANTHONY CLEMENTS

of the Town of Dundas,

in the County of Wentworth, one of the Grantors

make oath and say as follows:

1. That I am ~~(the grantor or lessor)~~ the (Grantor) ~~(Mortgagee or Lessee)~~ named in the above mentioned (Deed) ~~(Mortgage or Lease)~~, which is attached hereto.

2. That the said (Deed) ~~(Mortgage or Lease)~~
 does not contravene the provisions of Section 28 of The Planning Act, as amended, because:

Delete the
Exception not
applicable

1. The present registered owner does not retain the fee or the equity of redemption in, or a power or right to grant, assign or exercise a power of appointment with respect to any land abutting the land effected by the Deed, (Mortgage or Lease).

~~2. The land for which the fee or the equity of redemption in, or a power or right to grant, assign or exercise a power of appointment with respect to any land abutting the land effected by the Deed, (Mortgage or Lease), is being acquired or disposed of by the Town (or Municipality).~~

SWORN before me

at the Town of Dundas,
in the County of Wentworth,this 20th day of June
1973.

Margaret A. Dickett
 MARGARET A. DICKETT, A COMMISSIONER, ETC.
 WENTWORTH COUNTY, FOR LEE & LEE, BARRISTERS
 EXPIRY, OCTOBER 1974

A Commissioner, etc.

Anthony Clements
 Anthony Clements

AFFIDAVIT OF SUBSCRIBING WITNESS

I, **MARY McLEARN,**
 of the **Town of Dundas,**
 in the **County of Wentworth,**
 Secretary,

make oath and say:

^{*See footnote} I am a subscribing witness to the attached instrument and I was present and saw it executed at the said Town of Dundas by **Anthony Clements** and **Mary Clements.**

^{*See footnote} I verily believe that each person whose signature I witnessed is the party of the same name referred to in the instrument.

SWORN before me at the
 Town of Dundas,

In the

County of Wentworth,

this 20th day of June 1973

Margaret L. Beckett
 MARGARET L. BECKETT, A COMMISSIONER, ETC.
 WENTWORTH COUNTY, FOR LEE & LEE, BARRISTERS
 A COMMISSIONER FOR TAKING AFFIDAVITS
 EXPIRY: OCTOBER 19th, 1973

^{*} Where a party is unable to read the instrument or where a party signs by making his mark or in foreign characters add "after instrument had been read to him and he appeared fully to understand it". Where executed under a power of attorney insert "(name of attorney) as attorney for (name of party)"; and for next clause substitute "I verily believe that the person whose signature I witnessed was authorized to execute the instrument as attorney for (name)".

Affidavit, The Land Transfer Tax Act

IN THE MATTER OF THE LAND TRANSFER TAX ACT

Insert
 County, Dis-
 trict, Regional
 Municipality
 etc. and name
 of same.

PROVINCE OF ONTARIO

COUNTY of

WENTWORTH

To Wit:

I,
 of the
 in the

ANTHONY CLEMENTS,
 Town of Dundas,
 County of Wentworth, one of the Grantors
 named in the within (or annexed) transfer make oath and say:

This affidavit
 may be made
 by the
 purchaser or
 vendor or by
 any one acting
 for them under
 power of
 attorney or
 by an agent
 accredited in
 writing by
 the purchaser,
 or vendor or by
 the solicitor of
 either of
 them or by
 some other
 person
 approved by
 the Minister
 of Revenue.

- I am **one of the Grantors** named in the within (or annexed) transfer.
- I have a personal knowledge of the facts stated in this affidavit.
- (1) The total consideration for this transaction has been allocated as follows:

(a) Land, buildings, fixtures and goodwill	\$ 100,300.00
(b) Chattels—items of tangible personal property	\$ 2,200.00
TOTAL CONSIDERATION	\$ 102,500.00
- (2) The true consideration for the transfer or conveyance for Land Transfer Tax purposes is as follows:

(a) Monies paid in cash	\$ 32,800.00
(b) Property transferred in exchange (Detail Below)	\$ nil
(c) Securities transferred to the value of (Detail Below)	\$ 1
(d) Balances of existing encumbrances with interest owing at date of transfer	\$ 67,500.00
(e) Monies secured by mortgage under this transaction	\$ nil
(f) Liens, legacies, annuities and maintenance charges to which transfer is subject	\$ nil
(g) Other (Detail Below)	\$ nil
TOTAL CONSIDERATION (should agree with 3(1) (a) above)	\$ 102,800.00
- If consideration is nominal, is the transfer for natural love and affection? **n/a**
- If so, what is the relationship between Grantor and Grantee? **n/a**

(If other than husband and wife, complete 3(2) (d)) **n/a**

All
 blanks
 must be
 filled in.

SWORN before me at the
 of
 in the
 of
 this 20th day of June 1973

Town
 Dundas,
 County
 Wentworth,

A Commissioner, etc.

Anthony Clements
 ANTHONY CLEMENTS
 MARGARET L. BECKETT, A COMMISSIONER, ETC.
 WENTWORTH COUNTY, FOR LEE & LEE, BARRISTERS
 EXPIRY: OCTOBER 19th, 1973

Retail sales tax is payable on the valuation of items shown in 3(1) (b) unless otherwise exempted under the provisions of The Retail Sales Tax Act

Revised
March/72

AFFIDAVIT AS TO AGE AND MARITAL STATUS

I, ~~THE~~ ANTHONY CLEMENTS,
of the Town of Dundas,
in the County of Wentworth, one of the Grantors named in the within
instrument
make oath and say: When I executed the attached instrument,

* If attorney
see footnote

I/~~WE~~ WAS at least eighteen years old.

Strike out
inapplicable
clauses.

I was married /~~MARY CLEMENTS~~ and MARY CLEMENTS

was my wife /~~husband~~ and she is also of the full age
of eighteen years.
We were married to each other.

Resident of
Canada, etc.

We hold the land as Joint Tenants /~~as tenants in common~~
THAT both my wife and I are residents of Canada and have
continuously resided in Canada since January 1st, 1972, to the
present time within the meaning of Section 116 of The Income Tax Act
(Canada).
(~~SUBSCRIBER~~) SWORN before me at the

Town of Dundas, In the
County of Wentworth,
this 30th day of May, 1973

Anthony Clements
Anthony Clements

MARGARET L. BECKETT, A COMMISSIONER, LTD.
WENTWORTH COUNTY, FOR LEE & LEE, BARRISTERS
A COMMISSIONER FOR TAKING AFFIDAVITS
EXPIRY: OCTOBER 19th, 1973

* Where affidavit made by attorney substitute: "When I executed the attached instrument as attorney for (name), he/she was (marital status, if married, name of spouse), and when he/she executed the power of attorney, he/she had attained the age of majority".

300015 A.B.
Dated May 9th 1973.

ANTHONY CLEMENTS,
et ux
-TO-

JERDUN INVESTMENTS LIMITED
33-35-37 Main Street,
Dundas, Ontario.

Deed of Land
SITUATE

in the Town of Dundas,
in the County of Wentworth.

Norman and Gilbert Limited, Toronto

ASSESSMENT ROLL NO.

ADDRESS OF PROPERTY

33 - 35 - 37 Main Street,
Dundas, Ontario.

LEE & LEE
BARRISTERS, SOLICITORS, ETC.
DUNDAS, ONTARIO

Let's 819 Nov 14/01

Solomon & S

PROPERTY OF

1973 JUL 4 PM 4 09

REGISTRY OFFICE
WENTWORTH

REGISTRATION TRX
Transfer Tax
Reg'n Fees
Extra Charges

154.00
496.80
10.00
1.00 *Let*

300015

Registry Office of Wentworth Co. Ont.
I certify that this instrument was filed as of
this 4th day of JULY 1973

in this
Registry Office
at Hamilton,
Ontario.

B Cannon

REGISTRATION FEE	
LAND TRANSFER TAX	

Sum 18

Deed without Dower
Form 109
Newsome and Gilbert, Limited, Toronto

355999

This Indenture

A.B.

made in duplicate the 1st day of January,
one thousand nine hundred and seventy-four

In Pursuance of the Short Form of Conveyances Act:

Between

MARTIN T. JEREMIAS, sometimes described as
MARTIN JEREMIAS, of the City of Hamilton,
in the Regional Municipality of Hamilton-
Wentworth,

Hereinafter called the GRANTOR

OF THE FIRST PART

-AND-

JERMAR HOLDINGS INC., a company incorporated
under the laws of the Province of Ontario
having its head office at the City of Hamilton,

Hereinafter called the GRANTEE

OF THE SECOND PART

WHEREAS the lands hereinafter set out are held in fee simple
as partnership property.

AND WHEREAS the Grantor holds an undivided one half interest in
the lands described.

Witnesseth that in consideration of other valuable consideration and
the sum of ONE

(\$1.00----- dollar of
lawful money of Canada now paid by the said grantee to the said grantor (the receipt
whereof is hereby by him acknowledged) he the said grantor DO TH
GRANT-----unto the said grantee in fee simple his un-
divided one-half interest in, to and out of---
ALL and singular that certain parcel or tract of land and premises, situate, lying and
being in the Town of Dundas, in the Regional Municipality of
eight
Hamilton-Wentworth and known as all of Lots (8) and Nine (9),
Registrar's Compiled Plan, Number 1401, Dundas.

SUBJECT to a right-of-way over the southern ten feet (10') at
right angular width of the lands described, and extending
easterly from Main Street a distance of two hundred and fifteen
feet (215') to be used as a private alleyway only in common
with the owners and occupiers for the time being of the lands
and premises adjoining immediately on the south of the said
right-of-way.

IN WITNESS WHEREOF



This is to certify that no tax is claimed under The Land
Speculation Tax Act, 1972, with respect to this designated
land described herein to 27th including
DATE 1974/01/24



Ontario

Deed without Dower—Page 8—111

SUCCESSORS

TO HAVE AND TO HOLD unto the said grantee its / ~~MANHATTAN~~ and assigns to and for
their sole and only use forever,

SUBJECT NEVERTHELESS to the reservations, limitations, provisos and conditions
expressed in the original grant thereof from the Crown.

The said grantor COVENANTS with the said grantee THAT he has the
right to convey the said lands to the said grantee notwithstanding any act of the said
grantor

AND that the said grantee shall have quiet possession of the said lands free from all
encumbrances.

AND the said grantor COVENANTS with the said grantee that he will execute
such further assurances of the said lands as may be requisite.

AND the said grantor COVENANTS with the said grantee that he ha done no
act to encumber the said lands.

AND the said grantor RELEASES to the said grantee ALL HIS claims upon
the said lands.

IN WITNESS WHEREOF the said parties hereto have hereunto set their hands and seals.

Signed, Sealed and Delivered
IN THE PRESENCE OF

Bonnie Gellagher

Martin T. Jeremias
MARTIN T. JEREMIAS

Form 1072
and Gilbert, Limited, Toronto

**IN THE MATTER OF SUBSECTION 3 OF SECTION 5 OF
THE LAND SPECULATION TAX ACT, 1974**

Affidavit

I, MARTIN T. JEREMIAS of 66 South Street
(print name)
West, Dundas, Ontario.
(print address)

MAKE OATH AND SAY THAT:

1. I verily believe that the disposition of designated land evidenced in the attached instrument or writing is exempt from the tax imposed by subsection 1 of section 2 of the above Act by virtue of the disposition being:

designated land acquired by the transferee on or before
the 9th day of April, 1974

describe nature
of disposition

R.B.S.

as provided for by section 19, clause 12, subclause _____ of the above Act.

delete this
paragraph if
inapplicable

2. I am the transferor making the disposition referred to in paragraph 1 hereof.

delete this
paragraph if
inapplicable

~~AM NOT THE TRANSFEROR MAKING THE DISPOSITION REFERRED TO IN PARAGRAPH 1 HEREOF.~~

Sworn before me at the City
of Hamilton
in the Regional
Municipality
of Hamilton-Wentworth
this 29th
day of October 1974

Martin T. Jeremias

R.B. Sells

A Commissioner, etc.

THE LAND TRANSFER TAX ACT, 1974

Affidavit of Residence

IN THE MATTER OF THE CONVEYANCE OF 33-35 Main Street, Dundas, Ontario
being Lots 8 and 9 Plan No. 1401, Dundas.

(Insert brief description of land)

TO JERMAR HOLDINGS INC.

(insert names of all transferees)

I, BENJAMIN BERNARD SHEKTER of 103 John Street South, Hamilton,
 (print name and address)
Ontario

MAKE OATH AND SAY THAT:

1. I am (place a clear mark within the square opposite that one of the following paragraphs that describes the capacity of the deponent):

- (a) A person to whom or in trust for whom the land conveyed in the above-described conveyance is being conveyed;
 (b) One of the trustees named in the above-described conveyance to whom the land is being conveyed;
 (c) A transferee named in the above-described conveyance;

(d) An agent authorized in writing to act for _____ who is a person
 (insert name of principal)
 described in paragraph _____ above (insert only one of paragraph (a), (b), or (c) above);

(e) The solicitor acting in this matter for JERMAR HOLDINGS INC. who is a person
 (insert name of client)
 described in paragraph _____ above (insert only one of paragraph (a), (b) or (c) above);

☐
☐
☐
☐

☒ X

and as such, I have personal knowledge of the facts herein deposed to.

2. None of the transferees to whom or in trust for whom the land conveyed in the above-described conveyance is being conveyed is, within the meaning of the Act, a non-resident person (strike out this paragraph if inapplicable).

~~3. None of the transferees to whom or in trust for whom the land conveyed in the above-described conveyance is being conveyed is, within the meaning of the Act, a non-resident person (strike out this paragraph if inapplicable).~~

(insert the name and place of residence — or in the case of a corporation, the place of incorporation — of any transferee who is a non-resident person. If space is insufficient, attach a list of those transferees who are non-resident persons.)

4. I have read over and considered the definitions of "non-resident corporation" and "non-resident person" set out respectively in clause f and g of subsection 1 of section 1 of the Act.

Sworn before me at the City

of Hamilton

in the Regional Municipality

of Hamilton-Wentworth

this 4th day of October 19 74

day of October 19 74

B. B. Shekter
 A Commissioner, etc.

B. B. Shekter

DEFINITIONS OF "NON-RESIDENT CORPORATION" AND "NON-RESIDENT PERSON"

By clause *f* of subsection 1 of section 1 of the Act, "non-resident corporation" means a corporation incorporated, formed or otherwise organized in Canada or elsewhere,

- (i) that has issued or allotted shares to which are attached 50 per cent or more of the voting rights ordinarily exercisable at meetings of the shareholders of the corporation and that are owned by one or more individuals who are non-resident persons, or by one or more corporations incorporated, formed or organized elsewhere than in Canada, or by any combination of such individuals and corporations;
- (ii) that has issued or allotted shares to which are attached 25 per cent or more of the voting rights ordinarily exercisable at meetings of the shareholders of the corporation and that are owned by any one individual who is a non-resident person, or by any one corporation incorporated, formed, or organized elsewhere than in Canada, but this subclause does not apply where it is established to the satisfaction of the Minister that such individual or corporation does not in fact exercise control, directly or indirectly, over the corporation that has issued or allotted to such individual or corporation shares to which are attached 25 per cent or more of the voting rights ordinarily exercisable at meetings of the shareholders of the corporation,
- (iii) one-half or more of the directors of which, or of the persons occupying the position of director by whatever name called, are individuals who are non-resident persons;
- (iv) without share capital and one-half or more of the members of which are non-resident persons; or
- (v) that is controlled directly or indirectly by one or more non-resident persons, including a non-resident corporation within the definition contained in the provisions of this clause other than this subclause;

By clause *g* of subsection 1 of section 1 of the Act, "non-resident person" means

- (i) an individual who is not ordinarily resident in Canada or who, if ordinarily resident in Canada, is neither a Canadian citizen nor an individual who has been lawfully admitted to Canada for permanent residence in Canada;
- (ii) a partnership, syndicate, association or other organization of whatsoever kind of which one-half or more of the members are non-resident persons within the meaning of subclause i, iii or iv or in which interests representing in value 50 per cent or more of the total value of the partnership property are beneficially owned by non-resident persons within the meaning of subclause i, iii or iv;
- (iii) a trust established by a non-resident person within the meaning of subclause i, ii or iv or in which non-resident persons within the meaning of subclause i, ii or iv have 50 per cent or more of the beneficial interests in the corpus of the trust or in the income arising therefrom, and "trust" includes the trustees under such a trust in their capacity as the trustees thereof; or
- (iv) a non-resident corporation.

AFFIDAVIT OF SUBSCRIBING WITNESS

1. BONNIE GALLAGHER

of the City of Hamilton

in the Regional Municipality of Hamilton-Wentworth

make oath and say:

*See footnote

I am a subscribing witness to the attached instrument and I was present and saw it executed
at the City of Hamilton by Martin T. Jeremias-----

*See footnote

I verily believe that each person whose signature I witnessed is the party of the same name referred
to in the instrument.SWORN before me at the City of Hamilton,
in the Regional Municipality of
Hamilton-Wentworththis 11th day of January 1974B. B. Allen

A COMMISSIONER FOR TAKING AFFIDAVITS ETC

Bonnie Gallagher

* Where a party is unable to read the instrument or where a party signs by making his mark or in foreign characters add "after instrument had been read to him and he appeared fully to understand it". Where executed under a power of attorney insert "(name of attorney) as attorney for (name of party)"; and for next clause substitute "I verily believe that the person whose signature I witnessed was authorized to execute the instrument as attorney for (name)".

Affidavit, The Land Transfer Tax Act

IN THE MATTER OF THE LAND TRANSFER TAX ACT

Insert
County, Dis-
trict, Regional
Municipality
etc. and name
of same.PROVINCE OF ONTARIO
REGIONAL MUNICIPALITY
OF HAMILTON-
WENTWORTHMARTIN T. JEREMIAS,
of the City of Hamilton
in the Regional Municipality of Hamilton-Wentworth
named in the within (or annexed) transfer make oath and say:

This affidavit
may be made
by the
purchaser or
vendor or by
any one acting
for them under
power of
attorney or
by an agent
accredited in
writing by
the purchaser,
or vendor or by
the solicitor of
either of
them or by
some other
person
approved by
the Minister
of Revenue.

1. I am the Grantor

named in the within (or annexed) transfer.

2. I have a personal knowledge of the facts stated in this affidavit.

3. (1) The total consideration for this transaction has been allocated as follows:

(a) Land, buildings, fixtures and goodwill	\$50,326.90
(b) Chattels—items of tangible personal property	\$1,151.66
TOTAL CONSIDERATION	\$51,478.56

(2) The true consideration for the transfer or conveyance for
Land Transfer Tax purposes is as follows:

(a) Monies paid in cash	\$51,478.56
(b) Property transferred in exchange (Detail Below)	\$ NIL
(c) Securities transferred to the value of (Detail Below)	\$ NIL
(d) Balances of existing encumbrances with interest owing at date of transfer	\$ NIL
(e) Monies received by mortgage under this transaction	\$ NIL
(f) Liens, legacies, annuities and maintenance charges to which transfer is subject	\$ NIL
(g) Other (Detail Below)	\$ NIL
TOTAL CONSIDERATION (should agree with 3(1)(a) above)	\$51,478.56

4. If consideration is nominal, is the transfer for natural love and affection? n/a

5. If so, what is the relationship between Grantor and Grantee? n/a

(If other than husband and wife, complete 3(2)(d))

6. Other remarks and explanations, if necessary nil

SWORN before me at the City
of Hamilton
in the Regional Municipality
of Hamilton-Wentworth
this 11th day of January 1974

A Commissioner, etc.

Martin T. JeremiasRetail sales tax is payable on the valuation of items shown in 3(1)(b) unless otherwise exempted under the
provisions of The Retail Sales Tax Act

For the purpose of this Affidavit insert above only the
name of the person who is making the affidavit on the opinion
of the deponent, except in the case of a purchase of land
from the Government of Ontario. In that case the deponent
must state a purchase from the Government of Ontario. Tax
on any tangible personal property is part of the trans-
action. When chattels are purchased as part of the trans-
action with a value of less than \$100.00, the value of the
chattels is included in the value of the land and chattels of
Ontario and referred to the Minister of Revenue.

All
blanks
must be
filled in.

Revised
March 72

AFFIDAVIT AS TO AGE AND MARITAL STATUS

I, **MARTIN T. JEREMIAS**,
of the City of Hamilton,
in the Regional Municipality of Hamilton-Wentworth
make oath and say: When I executed the attached instrument,

* If attorney
see footnote

I **WAS** at least eighteen years old.

Strike out
inapplicable
clauses.

I was married ~~XXXXXXXXXXXX~~

~~XXXXXXXXXXXX~~

~~XXXXXXXXXXXX~~

Resident of
Canada, etc.

I am a resident of Canada within the meaning of The Income Tax Act.
I am not retaining the fee or equity of redemption in any adjoining
land.

~~XXXXXXXXXX~~ SWORN before me at the City
of Hamilton, in the Regional
Municipality of Hamilton-
Wentworth
this 10 day of January 1974

B.B.A.C.

A COMMISSIONER FOR TAKING AFFIDAVITS, ETC.

Martin T. Jeremias

* Where affidavit made by attorney substitute: "When I executed the attached instrument as attorney for (name), he/she was (marital status), if married, name of spouse), and when he/she executed the power of attorney, he/she had attained the age of majority."

355999 A.B. 19
Dated January 1st

MARTIN T. JEREMIAS

-TO-

JERMAR HOLDINGS INC.
100 Main Street East
Hamilton, Ontario

Deed of Land
SITUATE

Newhouse and Gilbert Limited, Toronto

ASSESSMENT ROLL NO.

ADDRESS OF PROPERTY

33-35 Main Street, Dundas,
Ontario

SHEKTER, STRINGER & SIMPSON,
103 John Street South,
Hamilton, Ontario.

207 849 RAN 1401

Shelter & S.

PROPERTY OF

1974 NOV 5 AM 10 17

REC'D

355999

No. 355999
Registry Division of Wentworth (Rn. 52)
I CERTIFY that this instrument is registered as of
A.M. 10:17 5 NOV 1974 in the
Registry Office at Hamilton
Ontario
B. Cannon
LAND REGISTRAR

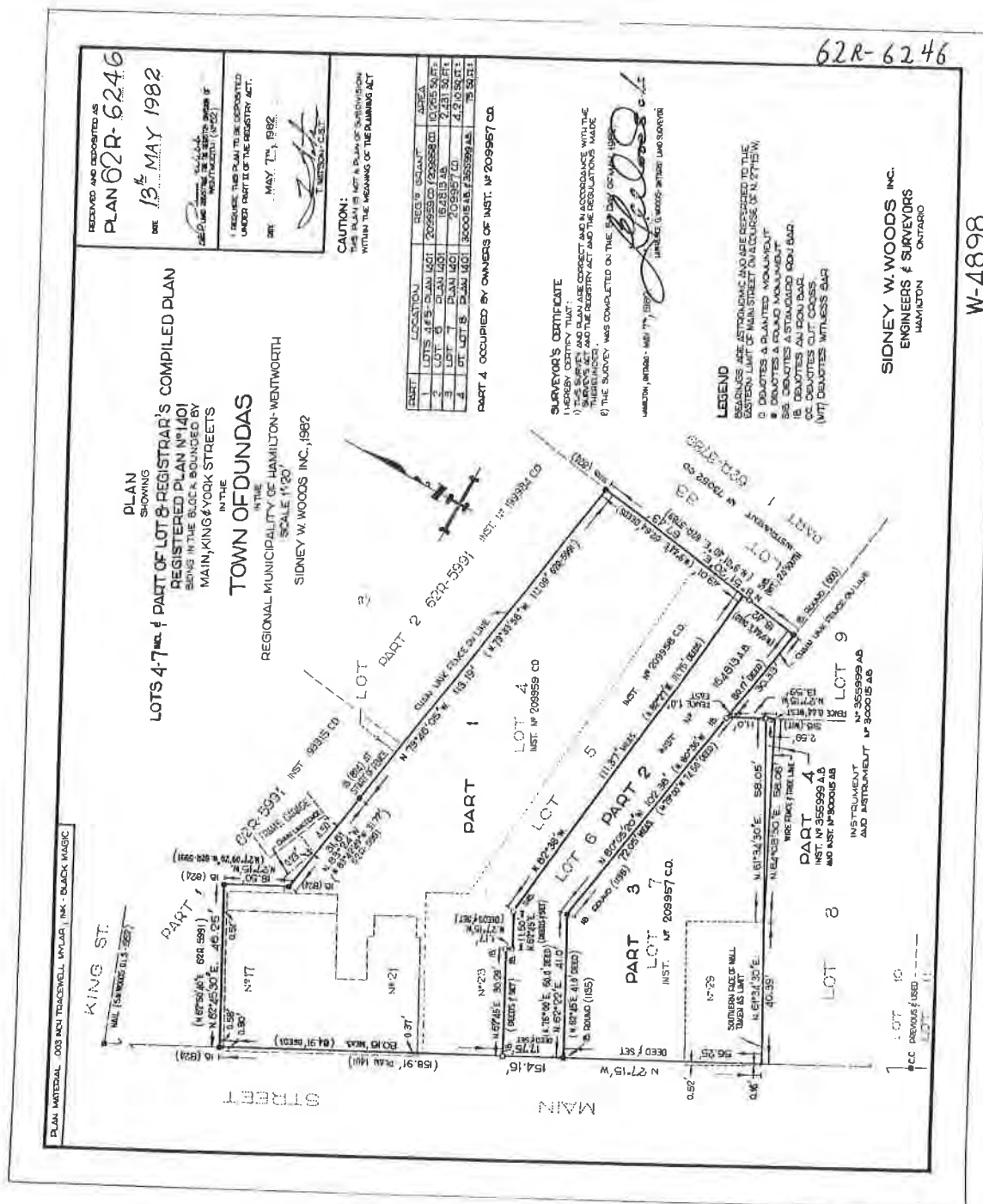
R.S.T.	80.61
REGISTRATION FEE	11.00
LAND TRANSFER TAX	196.96

Alan P.

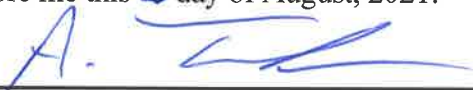
This is Exhibit "G" referred to in the
Affidavit of Walter P. Burych sworn
before me this 25th day of August, 2021.



Alexander Tershakowec
A Commissioner for taking affidavits.



This is Exhibit "H" referred to in the
Affidavit of Walter P. Burych sworn
before me this 25th day of August, 2021.



Alexander Tershakowec
A Commissioner for taking affidavits.

243749 C.O.

DEVELOPMENT AGREEMENT made this 2nd day of Dec. 1982, A.D.

BETWEEN:

Nin Mar Construction Limited
Hereinafter called the Owner,

Of the FIRST PART,

- AND -

THE CORPORATION OF THE TOWN OF DUNDAS

Hereinafter called the Town,

Of the SECOND PART.

WHEREAS there is an Official Plan in effect in the
Town of Dundas;

AND WHEREAS the Corporation of the Town of Dundas has
passed By-law 3152-79 pursuant to Section 35(a) of the Planning Act;

AND WHEREAS the Owner is the owner of the lands described
in Schedule "A" to this Agreement, and wishes to develop or redevelop
the said lands;

NOW THEREFORE in consideration of the premises and the
sum of One (\$1.00) Dollar paid by the Town to the Owner, the parties
hereto covenant and agree as follows:

1. (a) The Owner agrees that no building will be erected and no
building permit will be available on the said lands until
site and elevation plans have been approved by the Dundas
Planning Committee or Town Council.
- (b) Said site and elevation plans shall be in such detail as the
Planning Committee requires and shall include:
 - i) Location of proposed buildings
 - ii) Height of proposed buildings
 - iii) Location of entrance and exits
 - iv) Area and location of lands to be used for off
street parking and driveways
 - v) Use of lands not covered or to be covered by
buildings
 - vi) Architectural elevations of the proposed buildings
specifying building material and colours.
 - vii) In the case of residential buildings, the number
and dimensions of each dwelling unit and the location
of same in the buildings.
2. (a) All buildings proposed to be built on the lands described
herein shall be designed by a registered Architect or a
Professional Engineer who are legally entitled to practice

in the Province of Ontario, and who are qualified in the opinion of their respective associations, by experience and training to provide the architectural and engineering designs involved in the work; and upon approval of the .. plan and specifications and during construction of the building, shall not change the plan specifications except with prior approval of the Planning Committee.

3. Without limiting the powers of the Planning Committee or Town Council it is agreed that the Committee or Council may refuse to approve any plan upon aesthetic grounds or may approve it subject to conditions, and may require that the Owner enter into a "Project Agreement" with the Town.
4. The Owner further agrees that:
 - a) Final grades and elevations will be established to the satisfaction of the Municipal Engineer;
 - b) All surface and roof drainage will be controlled on site and taken to an outlet approved by the Municipal Engineer.
 - c) All necessary provisions for catch basins and service connections on site shall be approved by the Municipal Engineer and taken to an outlet approved by the Municipal Engineer.
 - d) Construction work will be carried forward expeditiously, in a good and workmanlike manner, in accordance with good trade practice and so as to cause a minimum of nuisance.
 - e) All necessary precautions to avoid dust, noise and other nuisances and to provide for the public safety will, so far as possible, be taken;
 - f) All necessary care will be taken to see that mud and soil is not tracked or spilled onto any public highway;
 - g) Garbage disposal facilities will be located and designed in a manner satisfactory to the Planning Committee;
 - h) All Parking Lots and Drives will be paved with hot mix asphalt or concrete and, where necessary in the opinion of the Municipal Engineer, curbed with concrete curbs;
 - i) Upon failure by it to do any act that the public safety or convenience requires, in accordance with this agreement, on reasonable notice of not more than Thirty days, sent by ordinary, prepaid first class mail to the said Owner, the Town in addition to any other remedy, may go in and do same at the Owner's expense and collect the cost in like manner as Municipal Taxes;

- j) The Town may treat any breach of this agreement as breach of the Building By-law and stop work until the breach is rectified;
- k) Nothing in this agreement constitutes waiver of the Owner's duty to comply with any By-law of the Town or any other law;
- l) Boundary fences will be provided by the Owner to the Town's satisfaction if shown on the approved plans referred to in Section 1(b).
- m) The Owner agrees to do all landscaping provided for on Schedule attached hereto, or as required in the amended By-laws.

5. Financial Arrangements

Letter of Credit

Prior to the Registration of the Agreement, the Owner shall deposit with the Town an irrevocable letter of credit for one hundred percent (100%) of the amount set forth in Schedule D in connection with the installation of all landscaping works and guaranteeing completion of the Owner's portion of the said works.

The Owner covenants and agrees that the said Letters of Credit shall be kept in full force and effect and that it will pay all premiums as the same come due until such time as the Town provides a certificate of completion for the works hereinbefore described. The Town shall be given thirty (30) days notice prior to expiry date of said letter of credit.

- 6. The Owner agrees that prior to the issuance of any building permit he shall:
 - a) Pay all outstanding taxes affecting lands herein
 - b) Commute all outstanding local improvement charges affecting the land herein
 - c) Pay all outstanding charges of any type affecting the lands herein,
 - d) Pay such amounts as Council stipulates in its resolution approving the Owner's application herein.
- 7. The Owner agrees when required by the Town to construct prior to commencing excavation a fence satisfactory to the Building Inspector at least six feet high along the entire frontage of the property at a location as determined by the Building Inspector and to maintain the said fence in good condition until such time as the building is nearing completion and its removal is approved by the Building Inspector. And, further, to provide such additional fencing around the perimeter as required by the Planning Committee.

8. The Owner agrees to stabilize from erosion any sloped terrain that has been regraded or cut to accommodate the development of his lands to the satisfaction of the Town. ..
9. The Owner agrees to secure a permit prior to the erection of any additional signage or advertising device in accordance with By-law 3094-79.
10. The Owner agrees to relocate any utility to the satisfaction of the authority having jurisdiction at the owner's expense.
11. The Owner hereby agrees to construct all storm sewer and surface drainage works as approved by the Municipal Engineer and the Ministry of the Environment.

The Owner agrees that the said works shall be carried out by means of a storm sewer system of sufficient size to meet the drainage requirements of the Owner's lands and lands outside the development, which in the opinion of the Municipal Engineer will require their use as trunk outlets.

Such sewers shall be constructed to an outlet or outlets according to designs approved by the Municipal Engineer.

Storm outlets adjacent to water-courses will be constructed according to Town of Dundas Standard and costs be borne by the Owner.

The Owner further agrees to undertake steps to ensure that no ground surface water will be carried to adjacent properties.

12. Where in the opinion of the Municipal Engineer, storm sewers and outfall sewers require an outlet over, under or across lands not owned by the Owner, and including any required rights-of-way the Owner shall obtain, at its own expense, either by deed or grant of easement, the necessary outlet and convey the interest so obtained to the Town. The Town shall be protected or indemnified by the Owner from all claims or actions of any nature or kind whatsoever arising from the use of such lands until such time as the services installed therein become vested in the Town in the manner hereinafter provided.

All necessary deeds or grants of easement shall be provided and paid for by the developer to the Town prior to the registration of the development agreement.

Registration of the deeds or grants of easement shall be at the expense of the Owner.

13. Prior to the registration of the Development Agreement the owner shall submit to the Municipal Engineer a Plan showing the proposed grading of the lands or lots to provide for the proper drainage thereof and the drainage of all adjacent lands which drain through said development. This plan shall conform with the requirements of the Municipal Engineer. The siting of all proposed dwellings or buildings shall be shown. If in the opinion of the Municipal Engineer, drainage problems occur (whether or not shown on the grading plan) the Owner agrees to correct them at its expense by re-grading or by the construction of catchbasins, swales, or other structures as may be necessary in the opinion of the Municipal Engineer, to correct such problems. Sketches shall be submitted for the approval of the Municipal Engineer.
14. The Owner agrees that he will not call into question directly or indirectly in any proceedings whatsoever in law or equity or before any administrative tribunal the right of the Town to enter into this Agreement and to enforce each and every term, covenant and condition herein contained and this agreement may be pleaded as our estoppel against the Developer in any such case.
15. The Owner charges the lands with the performance of this agreement.
16. So far as may be, the covenants of the Owner herein shall be restrictive covenants running with the land for the benefit of the adjoining lands of the Town or such of them as may be benefitted thereby and shall be binding on the Owner, his heirs, executors, administrators, successors and assigns as Owner and occupiers of the said land from time to time.
17. The Owner agrees to take all reasonable precautions to prevent damage to any Town sidewalks, curbs, gutters, water boxes and other works and services to the Town or any local board thereof and to make good any such damage caused by itself, its own officer, servants, or agents or by his contractors, sub-contractors, suppliers, or by any officer servant or agent of any of them.
18. The Owner agrees to develop the lands in strict accordance with the site plan attached hereto as Schedule B, elevation drawings attached hereto as Schedule C.
19. This agreement shall enure to the benefit of and be binding upon the parties hereto, and their respective heirs, executors,

administrators, successors and assigns.

IN WITNESS WHEREOF the parties hereto have
hereunto caused to be affixed their respective corporate seals
under the hands of their duly authorized officers in that behalf.

SIGNED, SEALED AND DELIVERED
in the presence of:

OWNERS:

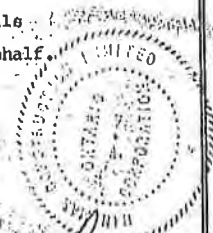
Per: 

President

THE CORPORATION OF THE TOWN OF DUNDAS


Mayor


Clerk-Administrator



SCHEDULE "A"

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the Town of Dundas, in the Regional Municipality of Hamilton-Wentworth, and being composed of the following parcels of land, namely:

FIRSTLY: Being composed of the whole of Lots Numbers Four (4) and Five (5) according to Registrar's Compiled Plan Number 1401 now designated as Part One (1) on Reference Plan Number 62R-6246.

SECONDLY: Being composed of the whole of Lot Number Six (6) according to Registrar's Compiled Plan Number 1401 now designated as Part Two (2) on Reference Plan Number 62R-6246.

THIRDLY: Being composed of the whole of Lot Number Seven (7) according to Registrar's Compiled Plan Number 1401 now designated as Part Three (3) on Reference Plan Number 62R-6246.

FOURTHLY: Being composed of that part of Lot Number Eight (8) according to Registrar's Compiled Plan Number 1401 now designated as Part Four (4) on Reference Plan Number 62R-6246.

DESCRIPTION APPEARS REGISTERABLE
CSMS

SCHEDULE "B"

Schedule "B" consists of drawings showing the proposed condominium and commercial development for the subject lands.

The drawings were taken from a plan prepared by Sidney W. Woods Inc. Engineers & Surveyors, Hamilton, Ontario, dated the 22nd day of September, 1981.

The drawings are available for perusal in the office of the Town Clerk-Administrator, 60 Main Street, Town Hall, Dundas, Ontario, between the hours of 9:00 a.m. to 5:00 p.m. Mondays through Fridays excepting statutory holidays.

SCHEDULE "C"

Schedule "C" consists of elevation drawings for the proposed condominium and commercial development for the subject lands.

The drawings are available for perusal in the office of the Town Clerk-Administrator, 60 Main Street, Town Hall, Dundas, Ontario, between the hours of 9:00 a.m. to 5:00 p.m. Mondays through Fridays excepting statutory holidays.

Gianni Ciccarilli & Son Contractors Limited
12 West 11th Street, Hamilton, Ontario L8C 6T1 (416) 886-1177

March 29, 1983

Mir Mar
NIMM Construction Ltd.,
10 John St.,
Dundas, Ontario.

Re: 38 Unit Condominium
Development
Main Street, Dundas, Ontario


Dear Sir,

We are pleased to submit our quotation for the landscaping
at the above noted project as per landscaping drawings.

The supply and installation of all noted trees, shrubs
and sodded areas for the sum of \$2,665.00.

We look forward to your early reply.

Yours truly,


J. Ciccarilli

SCHEDULE 'D'

Johnson & Castle

243749 C.D.

DATED: December 2nd, A.D. 1982.

1983 MAY -4 P 3-13

NIN MAR CONSTRUCTION LIMITED

- and -

THE CORPORATION OF THE TOWN
OF DUNDAS

60 Main Street
Dundas, Ontario
L9H 2P8

DEVELOPMENT AGREEMENT

243749 C.D.

No. Registry Division of Westworth (No. 82)
I CERTIFY that this instrument is registered as of

P.M. 3:13 MAY 4 1983 in the

Land
Registry Office
at Hamilton
Ontario.

U. McPhee
LAND REGISTRAR

JOHNSON AND CASTLE
Barristers & Solicitors
11 - 33 King Street East
P.O. Box 8180
Dundas, Ontario
L9H 5G1

Reg'n Fees 23.00
Extra Charges -

Coll.
5 lots 4-8 incl. Plan 1401

This is Exhibit "I" referred to in the
Affidavit of Walter P. Burych sworn
before me this 25th day of August, 2021.



Alexander Tershakowec
A Commissioner for taking affidavits.

2+1 PLAN



Ontario

243817

CD

Land Titles Act

NOTICE OF APPLICATION

Re: Application No. D1340-62-47

TAKE NOTICE THAT NIN MAR CONSTRUCTION LIMITED

has made an application to be registered under the Land Titles Act as the owner in fee simple with an Absolute Title of certain lands in the Town of Dundas in The Regional Municipality of Hamilton-Wentworth, formerly in the Township of West Flamborough in the County of Wentworth, being composed of Lots 4, 5, 6, 7 and part of Lot 8, according to Registrar's Compiled Plan 1401, registered in the Land Registry Office for the Registry Division of Wentworth, designated as PARTS 1, 2, 3, 4 and 5 on the attached print of a reference plan dated June 8, 1982, signed by Lawrence G. Woods, Ontario Land Surveyor.

AND TAKE NOTICE THAT any person claiming to have any title to or interest in the said land or any part thereof (other than an interest protected by registration) is required on or before the 26th day of May, 1983 to file a statement of his claim, verified by affidavit, in my office at Toronto, 543 Yonge St., 3rd Floor, and to serve a copy thereof on the applicant.

The address of the applicant for service is:

Joseph Maziarz, Esq.,
Barrister and Solicitor,
20 Jackson Street West,
Hamilton, Ontario
L8P 1L2

DATED at Toronto, May 3, 1983.

RP
for the Director of Titles

I have directed this notice to be served upon you because you appear to be the owner of the lands adjacent to the lands under application.

TO:

Land Registrar
Land Registry Office for the
Registry Division of Wentworth.

NOTE: The words "an interest protected by registration" as used in the above context mean an interest registered against the land under application and no other.

PS:CS

I REQUIRE THIS PLAN TO BE DEPOSITED UNDER THE LAND TITLES ACT.	PLAN 62R - RECEIVED AND DEPOSITED
DATE: JUNE 8TH 1982	DATE:
APPROVED FOR REGISTRATION <i>[Signature]</i> L.W. WOODS, C.S.T.	ASSESSMENT EXAMINER OF SURVEY DATE:
LAND TITLES ACT, R.S.O. 1970, CHAPTER 161, SECTION 27(1)	

REFERENCE PLAN
 SHOWING
 LOTS 4 TO 7 INCL. AND PART OF LOT 8
 ACCORDING TO
 REGISTRAR'S COMPILED PLAN
 PLAN 1401
 IN THE

H-7198

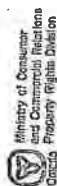
TOWN OF DUNDAS
 REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH
 SCALE 1:250

0 5 10 15 METRES

SIDNEY W. WOODS - INC.
 1982

CAUTION:
 THIS PLAN IS NOT A PLAN OF SUBDIVISION WITHIN
 THE MEANING OF THE PLANNING ACT.

METRIC
 DISTANCES SHOWN ON THIS PLAN ARE IN
 METRES AND CAN BE CONVERTED TO FEET
 BY DIVIDING BY 0.3048.



MAY 22 1983

SURVEYOR'S CERTIFICATE

I CERTIFY THAT:

- 1) THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT AND THE LAND TITLES ACT AND THE REGULATIONS MADE THEREUNDER.
- 2) THE SURVEY WAS COMPLETED ON THE 13TH DAY OF MAY, 1982.

[Signature]
 LANCELOT OLS.
 HAMILTON, ONTARIO
 JUNE 8TH 1982.

LEGEND

BEARINGS ARE ASTROGNOMIC AND ARE REFERRED
 TO THE EASTERN LIMIT OF MAIN STREET AND SHOWN
 ON PLAN 62R-6246 AS N. 27° 15' W.

- DENOTES A FOUND MONUMENT.
- SA DENOTES A STAMPEO FROM 649.
- 18 DENOTES AN IRON BAR.
- WT DENOTES A WITNESS MONUMENT.

SIDNEY W. WOODS, INC.
 ENGINEERS & SURVEYORS
 HAMILTON
 ONTARIO

W-5-4

KING STREET

PHIL (S.W. WOODS-185-1859)

PART 1

LOT 1

62R-5591

INST. N° 19815-CD

N. 87° 50' 10" E. 600.5591

N. 62° 45' 30" E. 14.0571

62R-6246 4 MEAS.

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Director of Titles.

243817



1983 MAY -5 P 12:45

Ontario

Land Titles Act

LAND REGISTRY OFFICE

NOTICE

OF

**APPLICATION FOR
First Registration**

NIN MAR CONSTRUCTION LIMITED

**Lots 4, 5, 6, 7 and Part of
Lot 8, Registrar's Compiled
Plan 1401**

- 243817

No. Registry Division of Wentworth (No. 62)
I CERTIFY that this instrument is registered as of
P.M. 12:45 MAY 5 1983 in the

C.D.

Land
Registry Office
at Hamilton
Ontario

LAND REGISTRAR

V. Matthews

**For Registration
Land Registry Office (No. 62)**

Registry Division of Wentworth

**Director of Titles
543 Yonge Street
3rd Floor
Toronto, Ontario
M7A 2J8**

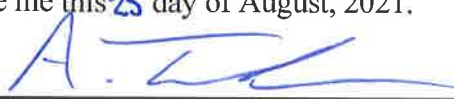
Reg'n Fees
Extra Charges

No charge

PS:CS

⑤

This is Exhibit "J" referred to in the
Affidavit of Walter P. Burych sworn
before me this 25th day of August, 2021.



Alexander Tershakowec
A Commissioner for taking affidavits.

KING STREET

REFERENCE PLAN

SHOWING

ALL OF LOTS 4, 5, 6 AND 7

ACCORDING TO

REGISTRAR'S COMPILED PLAN

PLAN 1401

IN THE

TOWN OF DUNDAS

REGIONAL MUNICIPALITY OF HAMILTON - WENTWORTH

SCALE 1"=50'

5 0 5 10 15 METRES

SIDNEY W WOODS-INC.

1982

4-7198

I REQUIRE THIS PLAN TO BE DEPOSITED UNDER THE LAND TITLES ACT. DATE <u>JUNE 8TH, 1982.</u> T.W. WATSON CST. APPROVED FOR REGISTRATION DATE <u>JUNE 14, 1983</u>	PLAN 62R-6737 RECEIVED AND DEPOSITED DATE <u>22/06/83</u> SPV <u>Bulman</u> LAND REGISTRAR FOR THE LAND TITLES DIVISION OF WENTWORTH, 1982
--	--

APPROVED FOR REGISTRATION
DATE JUNE 14, 1983
T.W. WATSON CST.
APPROVED FOR REGISTRATION
DATE JUNE 14, 1983
T.W. WATSON CST.

CAUTION:
THIS PLAN IS NOT A PLAN OF SUBDIVISION WITHIN THE MEANING OF THE PLANNING ACT.

METRIC
DISTANCES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.

SURVEYOR'S CERTIFICATE

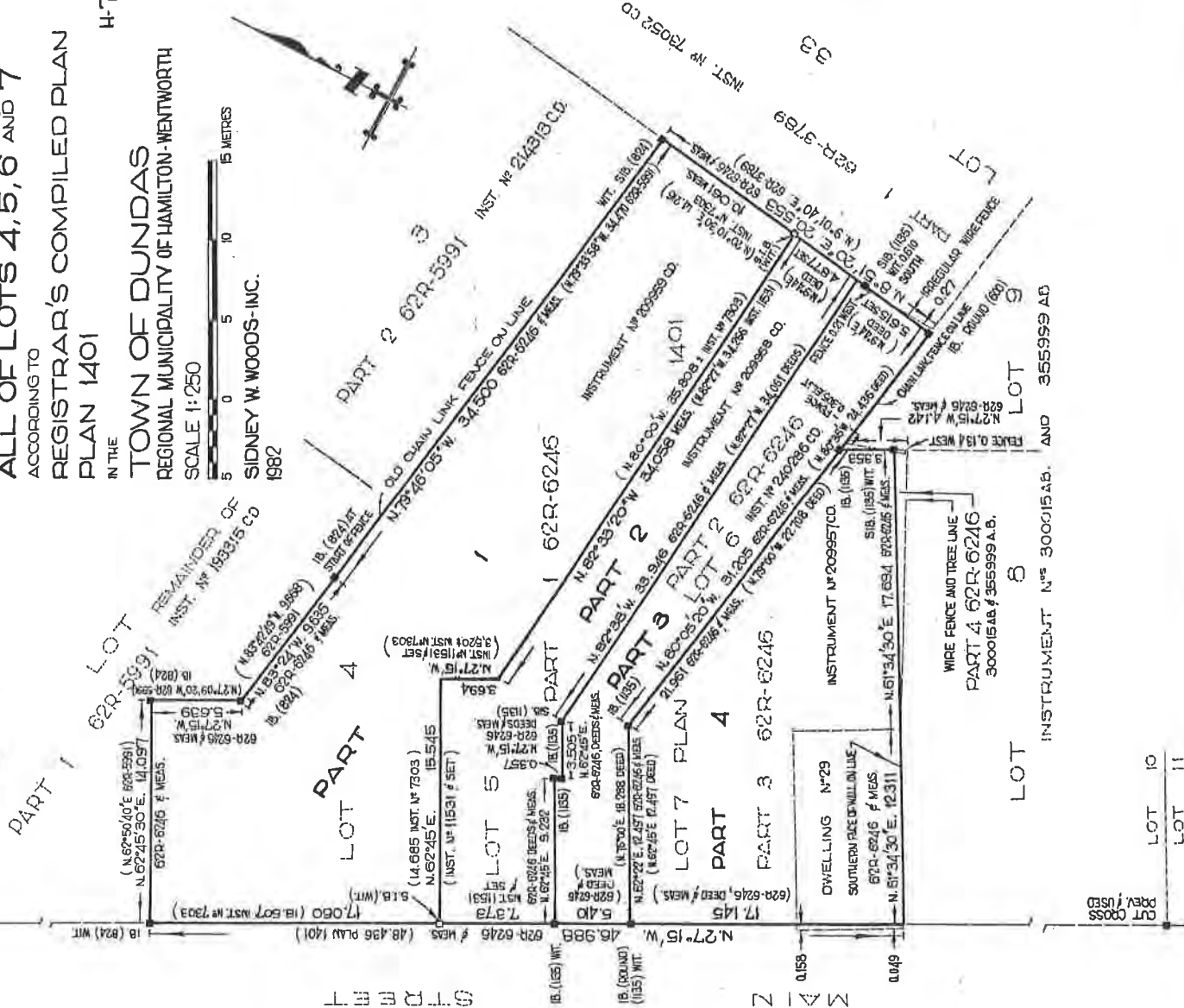
- I CERTIFY THAT:
1) THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT AND THE LAND TITLES ACT AND THE REGULATIONS MADE THEREUNDER.
2) THE SURVEY WAS COMPLETED ON THE 13TH DAY OF MAY, 1982.

HAMILTON, ONTARIO -
JUNE 8TH, 1982.
LAWRENCE G. WOODS - ONTARIO LAND SURVEYOR

LEGEND

BEARINGS ARE ASTRONOMIC AND ARE REFERRED TO THE EASTERN LIMIT OF MAIN STREET AND SHOWN ON PLAN 62R-6246 AS N. 27° 15' W.
■ DENOTES A FOUND MONUMENT;
SIB. DENOTES A STANDARD IRON BAR.
IB. DENOTES AN IRON BAR.
WIT. DENOTES A WITNESS MONUMENT.

SIDNEY W. WOODS INC.
ENGINEERS & SURVEYORS
HAMILTON ONTARIO



142606

23

D E C L A R A T I O N

MADE PURSUANT TO THE CONDOMINIUM ACT

THIS DECLARATION (hereinafter called the "Declaration") is made and executed pursuant to the provisions of The Condominium Act, 1980, and the regulations made thereunder (all of which are hereinafter referred to as the "Act"), BY:

NIN MAR CONSTRUCTION LIMITED,
Incorporated under the laws of the
Province of Ontario,

(Hereinafter called the "Declarant")

WHEREAS the Declarant is the owner in fee simple of lands and premises situate in the Town of Dundas, in the Regional Municipality of Hamilton-Wentworth, and being more particularly described in Schedule "A", and in the description submitted herewith by the Declarant for registration in accordance with the Act.

AND WHEREAS the Declarant has constructed a building upon the said lands containing thirty-eight dwelling units, being units 1, 2 and 3 on Level 1 and being units 1 through 7 inclusive on Levels 2 through 6 inclusive and one commercial unit, being unit 4, Level 1.

AND WHEREAS the Declarant intends that the said lands, together with the said building constructed thereon, shall be governed by the Act.

NOW THEREFORE THE DECLARANT DECLARES AS FOLLOWS:

ARTICLE I

INTRODUCTORY

- (1) Definitions - All words used herein which are defined in the Act shall have ascribed to them the meanings set out in the Act, as amended from time to time.
- (2) Statement of Intention - The Declarant intends that the lands and premises described in Schedule "A" be governed by the Act, and any amendments thereto.
- (3) Consent of Encumbrancers - The consent of every person having a registered mortgage against the land or interest appurtenant to the land described in Schedule "A" is contained in Schedule "B" attached hereto.
- (4) Boundaries of Units and Monuments - The monuments controlling the extent of the units are the physical surfaces mentioned in the

- 2 -

boundaries of units in Schedule "C" attached hereto.

(5) Common Interest and Common Expenses - Each owner shall have an undivided interest in the common elements as a tenant in common with all other owners and shall contribute to the common expenses in the proportions set forth opposite each unit number in Schedule "D" attached hereto. The total of the proportions of the common interests shall be one hundred per cent (100%).

(6) Address for Service and Mailing Address of the Corporation
The corporation's address for service shall be 10 John Street, Dundas, Ontario L9H 6J3, or such other address as the corporation may by resolution of the board determine, and the mailing address of the corporation shall be 10 John Street, Dundas, Ontario L9H 6J3.

ARTICLE II

COMMON EXPENSES

(1) Specification of Common Expenses - The common expenses shall be the expenses of the performance of the objects and duties of the Corporation and such other expenses as are listed in Schedule "E" attached hereto. Notwithstanding the said Schedule "E", to the end that the Corporation not incur large unfunded financial obligations or a large indebtedness without the specific consent of the owners, common expenses exclude monies required to be raised -

(i) to pay for any undertaking which costs more than \$10,000.00 and is not required by law, or,

(ii) to repay or pay the costs of any borrowing of money which is in excess of \$5,000.00 or raises the outstanding indebtedness of the Corporation to more than \$10,000.00,

unless the undertaking and its cost or the borrowing and its cost, respectively as the case may be, have received separate approval by a majority of the owners at a meeting called for obtaining such approval.

ARTICLE III

UNITS

(1) Occupation and Use - The occupation and use of the units shall be in accordance with the following restrictions and stipulations:

(a) Each dwelling unit shall be occupied and used only as a private single family residence and for no other purpose,

- 3 -

provided, however, that the foregoing shall not prevent the Declarant from completing the building and all improvements to the property, maintaining units as models for display and sale purposes, and otherwise maintaining construction offices, displays and signs until all units have been sold by the Declarant.

The one commercial unit shall be used only for commercial purposes as allowed by the relevant Zoning By-Law of the Town of Dundas.

- (b) No unit shall be occupied or used by anyone in such a manner as to result in the cancellation or threat of cancellation of any policy of insurance placed by or on behalf of the corporation. If a unit is occupied or used by anyone in such a manner as to result in an increase in premium cost of any policy of insurance placed by or on behalf of the corporation, the owner of such unit shall reimburse the corporation for such increase, and such increase in premium cost shall be added to the owner's contribution towards the common expenses.
- (c) The owner of each unit shall require all residents and visitors in his unit to comply with the Act, the declaration, the by-laws and the rules.
- (d) No boundary wall, load-bearing partition wall, floor, door or window, toilet, bath tub, wash basin, sink, heating, air-conditioning, plumbing or electrical installation contained in or forming part of a unit shall be installed, removed, extended or otherwise altered without the prior written consent of the corporation; provided, however, that the provisions of this subparagraph shall not require any owner to obtain the consent of the corporation for the purpose of painting or decorating, including the alteration of the surface on any wall, floor or ceiling which is within any unit.

- 4 -

(e) No animal, livestock or fowl, other than a pet shall be kept or allowed in any unit. No pet that is deemed by the board or Manager, in its absolute discretion, to be a nuisance shall be kept by any owner in any unit. Such owner shall, within two (2) weeks of receipt of a written notice from the board or the Manager requesting the removal of such pet, permanently remove such pet from the property. No breeding of pets for sale shall be carried on, in or around any unit.

(2) Rights of Entry to the Unit

- (a) The corporation or any insurer of the property or any part thereof, their respective agents, or any other person authorized by the board, shall be entitled to enter any unit or any part of the common elements over which any owner has the exclusive use, at all reasonable times and upon giving reasonable notice, to perform the objects and duties of the corporation, and, without limiting the generality of the foregoing, for the purpose of making inspections, adjusting losses, making repairs, correcting any condition which violates the provisions of any insurance policy and remedying any condition which might result in damage to the property.
- (b) In case of an emergency, an agent of the corporation may enter a unit at any time and without notice for the purpose of repairing the unit, common elements including any part of the common elements over which any owner has the exclusive use, or for the purpose of correcting any condition which might result in damage or loss to the property. The corporation or anyone authorized by it may determine whether an emergency exists.
- (c) If an owner shall not be personally present to grant entry to his unit, the corporation or its agents may enter upon such unit without rendering it, or them, liable to any claim or cause of action for damages by reason thereof provided that they exercise reasonable care.

- 5 -

- (d) The corporation shall retain a key to all locks to each unit. No owner shall change any lock or place any additional locks on the doors to any unit or in the unit or to the garage or to any part of the common elements of which such owner has the exclusive use without immediately providing to the corporation a key for each new or changed lock.
- (e) The rights and authority hereby reserved to the corporation, its agents, or any insurer or its agents, do not impose any responsibility or liability whatever for the care or supervision of any unit except as specifically provided in this declaration or the by-laws.

ARTICLE IV

COMMON ELEMENTS

- (1) Use of Common Elements - Subject to the provisions of the Act, the declaration, the by-laws and the rules, each owner has the full use, occupancy and enjoyment of the whole or any part of the common elements, except as herein otherwise provided.
- (2) Exclusive Use of Parts of Common Elements - Subject to compliance with the Act, the declaration, by-laws and the rules passed pursuant to the Act, the owner of each dwelling unit shall have the exclusive use of those parts of the common elements as set out in Schedule "F" attached hereto.
- (3) Restrictive Access - Without the consent in writing of the Board, no owner shall have any right of access to those parts of the common elements used from time to time as utility areas, building maintenance storage areas, manager's offices, operating machinery, or any other parts of the common elements used for the care, maintenance, or operation of the property; provided, however, that this paragraph shall not apply to any first mortgagee holding mortgages on at least ten per cent (10%) of the units, who shall have a right of access for inspection upon 48 hours' notice to the building manager.
- (4) Leasing Purposes - Portions 1, 2 and 3 of the common elements as shown on the Plan shall be available for leasing purposes by the Condominium Corporation upon such terms and such uses as the Board shall determine from time to time.

- 6 -

(5) The one commercial unit shall be entitled to the rights and privileges and the use, occupancy and enjoyment of the whole or any part of the common elements, and, without limiting the generality of the foregoing, as more particularly set out on Schedule "G" attached hereto.

(6) Additions, Alterations and Improvements

(a) For the purposes of subsection 1 of Section 38 of the Act, the Board shall decide whether any addition, alteration or improvement to, or renovation of, the common elements, or any change in the assets of the corporation is substantial.

(b) No alteration, work, repairs, decoration, painting, maintenance, structure, fence, screen, hedge or erection of any kind whatsoever (the work) shall be performed, done, erected or planted within or in relation to the common elements (including any part thereof over which any owner has the exclusive use) except by the corporation or with its prior written consent or as permitted by the by-laws or rules.

(c) The corporation shall have access at all reasonable times to any part of the common elements over which any owner has the exclusive use in order to do the work.

(7) Pets - No animal, livestock or fowl other than a pet shall be kept upon the common elements, including those parts thereof of which any owner has the exclusive use. When on the common elements, all pets must be under leash. No pet that is deemed by the Board or Manager in its absolute discretion to be a nuisance shall be kept by any owner upon the common elements. Such owner shall, within two weeks of receipt of a written notice from the Board or Manager requesting removal of such pet, permanently remove such pet from the property.

ARTICLE V

MAINTENANCE AND REPAIRS

(1). Each owner shall maintain his unit and, subject to the provisions of the declaration and Section 42 of the Act, each owner shall repair his unit after damage, all at his own expense. Each owner shall be responsible for damage to any other unit or to the common

- 7 -

elements which is caused by the failure of the owner to so maintain and repair his unit.

(2) The corporation shall repair and maintain the common elements and shall repair and maintain all doors which provide the means of ingress to and egress from a unit, and to all windows, save and except for maintenance of interior surfaces of windows and doors providing ingress to and egress from a unit, all at its own expense, whether such doors and windows are part of a unit or are part of the common elements.

ARTICLE VI

INSURANCE TRUSTEE AND PROCEEDS OF INSURANCE

(1) The corporation shall enter into an agreement with an Insurance Trustee which shall be a Trust Company registered under The Loan and Trust Corporations Act, or shall be a Chartered Bank, which agreement shall, without limiting its generality, provide the following:

- (a) the receipt by the Insurance Trustee of any proceeds of insurance payable by the corporation;
- (b) the holding of such proceeds in trust for those entitled thereto pursuant to the provisions of the declaration;
- (c) the disbursement of such proceeds in accordance with the provisions of the Insurance Trust Agreement; and
- (d) the notification by the Insurance Trustee to the mortgagees of any insurance moneys received by it.

In the event that the corporation is unable to enter into such agreement with such Trust Company or such Chartered Bank, by reason of its refusal to act, the corporation may enter into such agreement with such other corporation authorized to act as a Trustee, as the owners may approve by by-law at a meeting called for that purpose. The corporation shall pay the fees and disbursements of any Insurance Trustee and any fees and disbursements shall constitute a common expense.

(2) In the event that:

- (a) The corporation is obligated to repair any unit insured in accordance with the provisions of the Act, the Insurance Trustee shall hold all proceeds for the corporation and shall

- 8 -

disburse same in accordance with the provisions of the Insurance Trust Agreement in order to satisfy the obligation of the corporation to make such repairs.

- (b) There is no obligation by the corporation to repair any unit in accordance with the provisions of the Act, and there is termination in accordance with the provisions of the Act, or otherwise, the Insurance Trustee shall hold all proceeds for the owners in the proportion of their respective interests in the common elements and shall pay such proceeds to the owners in such proportions upon registration of a notice of termination by the corporation. Notwithstanding the foregoing, any proceeds payable as aforesaid shall be subject to payment in favour of any mortgagee or mortgagees to whom such loss is payable in any policy of insurance and in satisfaction of the amount due under a Notice of Lien registered by the corporation against such unit, in accordance with the priorities thereof.

- (c) The board, in accordance with the provisions of the Act, determines that

- (i) there has not been substantial damage to 25% of the building, or
- (ii) determines that there has been substantial damage to 25% of the building and within sixty (60) days thereafter the owners who own 80% of the units do not vote for termination,

the Insurance Trustee shall hold all proceeds for the corporation and owners whose units have been damaged and shall disburse same in accordance with the provisions of the Insurance Trust Agreement in order to satisfy their respective obligations to make repairs pursuant to the provisions of the declaration and the Act.

ARTICLE VII

INSURANCE

- (1) By the corporation - The corporation shall obtain and maintain the following insurance:

- (a) Insurance against major perils and such other perils as the board may from time to time deem advisable insuring the

- 9 -

property but excluding improvements and betterments made or acquired by an owner.

- (b) Personal property owned by the corporation but not including furnishings, furniture, or other personal property supplied or installed by the owners

in an amount equal to the replacement cost of such real and personal property.

Every policy of insurance shall insure the interests of the corporation and the owners from time to time, as their respective interests may appear, with mortgages endorsements, which shall be subject to the provisions of the declaration and the Insurance Trust Agreement, and shall contain the following provisions:

- (i) waivers of subrogation against the corporation, its manager, agents, employees and servants and as against the owners, and any member of the household or guests of any owner or occupant of a unit, except for arson, fraud, vehicle impact, vandalism, or malicious mischief;
 - (ii) that such policy or policies of insurance shall not be terminated or substantially modified without at least sixty (60) days' prior written notice to the corporation and to the Insurance Trustee;
 - (iii) a waiver of the insurer's option to repair, rebuild or replace in the event that after damage the government of the property by the Act is terminated.
- (c) Public liability and property damage insurance, and insurance against the corporation's liability resulting from breach of duty as occupier of the common elements insuring the liability of the corporation and the owners from time to time, with limits to be determined by the board, but not less than ONE MILLION DOLLARS (\$1,000,000.00), and without right of subrogation as against the corporation, its manager, agents, employees and servants, and as against the owners and any member of the household or guests of any owner or occupant of a unit.
- (d) Insurance against the corporation's liability arising from the ownership, use of occupation, by or on its behalf, of boilers,

- 10 -

machinery, pressure vessels, and motor vehicles to the extent required as the board may from time to time deem advisable.

(2) General Provisions

- (a) Prior to obtaining any policy of insurance under paragraph (1) (a) and (b) of this Article, or any renewal or renewals thereof, or at such other time as the board may deem advisable, the board shall obtain an appraisal from an independent qualified appraiser of the full replacement cost of the property for the purpose of determining the amount of insurance to be effected and the cost of such appraisal shall be a common expense.
- (b) The board shall have the exclusive right, on behalf of itself and as agents for the owners, to adjust any loss and settle any claims with respect to all insurance placed by the corporation, and to give such releases as are required, and any claimant, including the owner of a damaged unit, shall be bound by such adjustment. The board may, however, authorize an owner in writing to adjust any loss to his unit.
- (c) A certificate or memorandum of all insurance policies and endorsements thereto shall be issued as soon as possible to each owner, and a duplicate original or certified copy of the policy to each mortgagee; renewal certificates or certificates of new insurance policies shall be furnished to each owner and renewal certificates or certified copies of new insurance policies to each mortgagee not later than ten (10) days before the expiry of any current insurance policy. The policy for any insurance coverage shall be kept by the corporation in its offices, available for inspection by an owner or mortgagee on reasonable notice to the corporation. A certificate or memorandum of all insurance policies and endorsements thereto and renewal certificates thereof shall be furnished only to each owner and mortgagee who has notified the corporation that he has become an owner or mortgagee.
- (d) No insured, other than the corporation, shall be entitled to

- 11 -

amend any policy or policies of insurance obtained and maintained by the corporation, or to direct that loss shall be payable in any manner other than as provided in the declaration and the Act.

(3) By the Owner - It is acknowledged that the foregoing insurance is the only insurance required to be obtained and maintained by the corporation and that the following insurance, or any other insurance, if deemed necessary or desirable by any owner, may be obtained and maintained by such owner:

- (a) Insurance on any additions, improvements or betterments made by the owner to his unit and for furnishings, fixtures, equipment, decorating and personal property and chattels of the owner contained within his unit, and his personal property and chattels stored elsewhere on the property, including his automobile or automobiles, and for loss of use and occupancy of his unit in the event of damage. Every such policy of insurance shall contain waiver of subrogation against the corporation, its manager, agents, employees and servants, and against the other owners and any members of their household, or guests, except for arson, fraud, vehicle impact, vandalism or malicious mischief.
- (b) Public liability insurance covering any liability of any owner to the extent not covered by any public liability and property damage insurance obtained and maintained by the corporation.
- (c) Additional living expenses incurred by an owner if forced to leave his home by one of the hazards protected against under the owner's personal policy.
- (d) Special assessments levied by the Condominium Corporation.

ARTICLE VIII

MISCELLANEOUS

- (1) Invalidity - Each of the provisions of this declaration shall be deemed independent and severable, and the invalidity or unenforceability in whole or in part of any one or more of such provisions shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this declaration, and

- 12 -

in such event all the other provisions of this declaration shall continue in full force and effect as if such invalid provision had never been included herein.

(2) Waiver - The failure to take action to enforce any provision contained in the Act, this declaration, the by-laws, or any rules of the corporation, irrespective of the number of violations or breaches which may occur, shall not constitute a waiver of the right to do so thereafter, nor be deemed to abrogate or waive any such provision.

(3) Construction of declaration - This declaration shall be read with all changes of number and gender required by the context.

(4) Headings - The headings in the body of this declaration form no part of the declaration but shall be deemed to be inserted for convenience of reference only.

DATED at Hamilton, Ontario, this 18th day of April,
1984.

IN WITNESS WHEREOF the Declarant has hereunto affixed its corporate seal under the hand of its proper officer duly authorized in that behalf.

NIN MAR CONSTRUCTION LIMITED

per

[Signature]
President

[Signature]
Secretary

SCHEDULE "A"

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the Town of Dundas, in the Regional Municipality of Hamilton-Wentworth (formerly in the Township of West Flamborough in the County of Wentworth) and being composed of Lots 4, 5, 6 and 7 according to Registrar's Compiled Plan 1401, registered in the Land Registry Office for the Registry Division of Wentworth, designated as Parts 1, 2, 3 and 4 on Reference Plan 62R-6737 deposited in the Land Registry Office for the Land Titles Division of Wentworth at Hamilton.

SAVE AND EXCEPT those portions of the said Parts 1, 2, 3 and 4 Registered Plan 1401 designated as Part 1 on Reference Plan 62R-7027 deposited in the Land Registry Office for the Land Titles Division of Wentworth at Hamilton

BEING THE WHOLE OF PARCEL 4-1, SECTION W-1401(c)

SCHEDULE "B"

CANADA PERMANENT TRUST COMPANY, having a registered encumbrance within the meaning of Clause (b) of Subsection (1) of Section 3 of the Condominium Act, registered as No. 136460 L.T. in the Land Registry Office for the Land Titles Division of Wentworth (No. 62) at Hamilton hereby consents to the registration of this declaration pursuant to the Condominium Act against the land or interests appurtenant to the land described in the description.

DATED at Hamilton, this 17th day of April 1984

CANADA PERMANENT TRUST COMPANY

Per

[Signature]
 SUPERVISOR
 MORTGAGE UNDERWRITING
[Signature]
 COLLECTION OFFICER
 MORTGAGE UNDERWRITING

530440 ONTARIO LIMITED, IN TRUST AND 485287 ONTARIO LIMITED, IN TRUST, having a registered encumbrance within the meaning of clause (b) of subsection (1) of Section 3 of The Condominium Act registered as No. 134466 L.T. in the Land Registry Office for the Land Titles Division of Wentworth (No. 62) at Hamilton hereby consent to the registration of this declaration pursuant to The Condominium Act against the land or interests appurtenant to the land described in the description.

DATED at Hamilton, this 18th day of April, 1984

530440 ONTARIO LIMITED, IN TRUST

Per

[Signature]
 President

485287 ONTARIO LIMITED, IN TRUST

Per

[Signature]
 President

SCHEDULE "C"

Each unit shall comprise the area within the heavy lines as shown on Part 1 of the description with respect to the unit number indicated thereon. The monuments controlling the extent of the units are the physical surfaces referred to immediately below and are illustrated also on Part 1 of the description, and all dimensions shall have reference to them.

Without limiting the generality of the foregoing, the boundaries of each unit are as follows:

Horizontally, the limits and boundaries are:

- (a) Unit side face of the unfinished surface of poured concrete or concrete block wall;
- (b) Unit side surface of glass and unfinished unit side surface of frame of sliding doors and windows in their closed position;
- (c) Backside face of drywall;
- (d) Unit side face of the unfinished frame and unfinished unit side surface of door leading out of unit in its closed position.

Vertically, the limits and boundaries are:

Lower- Unfinished upper face of concrete floor slab beneath the unit;

Upper- Unfinished lower face of concrete ceiling slab above the unit or upper face of drywall in drop ceilings as more particularly illustrated in Part 1, Sheets 1 and 2 of the Description.

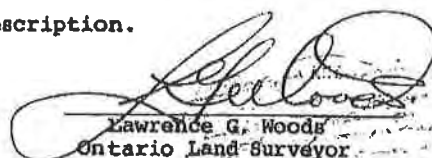
Notwithstanding the foregoing the unit shall not include:

- (i) All doors and windows leading out of the unit;
- (ii) Such pipes, wires, cables, conduits, ducts, flues, shafts and public utility lines used for power, cable television, water, heating or drainage which are within any walls or floors and provide services or utilities to more than one unit.

SURVEYOR'S CERTIFICATE

I hereby certify that the above description of boundaries of units corresponds with the boundary specifications as shown on sheets 1 and 2 of Part 1 of the description.

Apr 19/84
Date


Lawrence G. Woods
Ontario Land Surveyor

SCHEDULE "D"

Unit Number	Level Number	Proportion of Common Interest and Contribution to Common Expenses expressed in Percentages
1	1	2.565
2	1	2.565
3	1	2.565
4	1	2.565
1	2	2.564
2	2	2.564
3	2	2.564
4	2	2.564
5	2	2.564
6	2	2.564
7	2	2.564
1	3	2.564
2	3	2.564
3	3	2.564
4	3	2.564
5	3	2.564
6	3	2.564
7	3	2.564
1	4	2.564
2	4	2.564
3	4	2.564
4	4	2.564
5	4	2.564
6	4	2.564
7	4	2.564
1	5	2.564
2	5	2.564
3	5	2.564
4	5	2.564
5	5	2.564
6	5	2.564
7	5	2.564
1	6	2.564
2	6	2.564
3	6	2.564
4	6	2.564
5	6	2.564
6	6	2.564
7	6	2.564

SCHEDULE "E"

COMMON EXPENSES

Common Expenses shall include the following:

- (a) All expenses of the corporation incurred by it or the board in the performance of the objects and duties of the corporation whether such objects or duties are imposed under the provisions of the Act or of this declaration or performed pursuant to any by-law of the Corporation.
- (b) All sums of money levied or charged to the corporation on account of any and all public and private suppliers of insurance coverage, taxes, utilities and services including, without limiting the generality of the foregoing, levies or charges for:
 - garbage collection
 - insurance premiums
 - water and sewage, unless separately metered for each unit
 - electricity, unless separately metered for each unit
 - waste disposal
 - fuel, including gas, oil, electricity and coal, unless separately metered for each unit
 - maintenance materials, tools and supplies
 - snow removal and landscaping
 - realty taxes (including local improvement charges) levied against the entire property until such time as taxes are levied against each unit
- (c) Remuneration payable by the corporation to any employees deemed necessary for the proper operation and maintenance of the property.
- (d) The cost of maintaining fidelity bonds as provided in the by-laws.
- (e) All sums of money paid or payable by the corporation to or for the benefit of any and all persons, firms, or corporations engaged or retained by the corporation, the board, its duly authorized agents, servants and employees for the purpose of performing any or all of the duties of the corporation, including without limitation legal, engineering, accounting, expert appraisal, advisory, maintenance, managerial and

SCHEDULE "B" - 2

secretarial services.

- (f) The cost of furnishings and equipment for use in and about the common elements including the repair, maintenance, operation, or replacement thereof.
 - (g) All sums of money paid or payable by the corporation pursuant to the provisions of Subsections (4) and (5) of Section 38 of the Act, as amended.
 - (h) The cost of borrowing money for the purpose of carrying out the objects and duties of the corporation.
 - (i) The cost of insurance appraisals.
 - (j) The fees of the Insurance Trustees.
-

SCHEDULE "P"

EACH DWELLING UNIT shall have the exclusive use of one parking space (P), identified by the Letter "L" followed by a number denoting the Level and the Letter "U" followed by a number denoting the Unit, i.e., L3-U2(P) means the parking space for Unit 2 on Level 3 as illustrated on Part 1, Sheets 3 and 4, of the description filed concurrently herewith.

THE EXCLUSIVE USE of parking spaces L2-U5(P), L2-U6(P), L5-U2(P) and L5-U4(P) is subject to the right of access by the Condominium Corporation to the fire hose cabinets abutting these spaces at time of fire or other emergency.

THE EXCLUSIVE USE of parking spaces L1-U2(P) and L5-U6(P) is subject to the right of intrusion of fans owned by the Condominium Corporation extending into these spaces.

SCHEDULE "F" - 2

EACH of the Dwelling Units shall have exclusive use and possession of a storage space (S), identified by the Letter "L" followed by a number denoting the Level and the letter "U" followed by a number denoting the Unit, i.e., L5-U1(S) means the storage space for Unit 1 on Level 5, as illustrated on Part 1, Sheets 3 and 4, of the description filed concurrently herewith.

SCHEDULE "F" - 3

THE OWNERS of units which provide sole and direct access to any balcony shall have the exclusive use thereof. The owners of units 1 and 2 on Level 1 shall have the exclusive use of the patio portion adjacent to said units.

SCHEDULE "G"

1. The one commercial unit shall be entitled to the exclusive use of three parking spaces designated as L1-U4(P) on Sheet 5 of Part 1 of the Description.
2. The commercial unit and the owners of that unit shall from time to time be allowed to use that unit for any and all purposes allowed and condoned by the relevant zoning by-law of the Municipality.
3. The owners of the one commercial unit shall at any time have the right to and be entitled to access to any and all parts of the common elements which they may require in order to service all or any part of that commercial unit or to upgrade or improve all or any part of the services to that commercial unit and without limiting the generality of the foregoing the owners of that commercial unit shall be entitled from time to time to access to any and all parts of the common elements in order to upgrade or improve or hook in plumbing or additional plumbing, electrical or additional electrical, heating or additional heating, airconditioning or additional airconditioning or any other services to that unit or to the benefit of that unit.
4. The owners of the commercial unit shall from time to time be entitled to erect, hang or otherwise install a compressor or an airconditioning unit within the common element on Level 1 within 6.0 metres of the most northerly corner of Unit 4, Level 1, provided that such compressor or airconditioning unit shall not be installed within 3 metres of any balcony or where it would obstruct any walkway, ramp or driveway.
5. The Condominium Corporation shall not pass any by-law, rule or regulation prohibiting any of the above.

142606

DATED: 18th day of April, 1984

142606

Mc:
Land Titles Division of Wentworth (No. 62)
This instrument received at 10:30
A.M. in the

APR 19 1984

Land Registry Office
at Hamilton,
Ontario

DECLARATION

Made Pursuant to the Condominium Act

by

NIN MAR CONSTRUCTION LIMITED

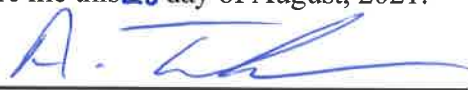
*Wentworth Condominium
Plan # 95.*

Joseph Maziarz,
20 Jackson St. West,
Suite 200,
HAMILTON, Ontario
L8P 1L2

No Duplicate

88.00.

This is Exhibit "K" referred to in the
Affidavit of Walter P. Burych sworn
before me this 25th day of August, 2021.



Alexander Tershakowec
A Commissioner for taking affidavits.



Transfer/Deed of Land

Form 1 - Land Registration Reform Act, 1984

 CCNS
 86 Gerrard St. East
 Toronto, Ont. M5B 1G3
 Form L1200

A

NUMBER 339630 CERTIFICATE OF REGISTRATION 165 JUN 10 P 1:24 WENTWORTH 125 G2 HAMILTON LAND REGISTRAR	C.D.	(1) Registry <input checked="" type="checkbox"/> Land Titles <input type="checkbox"/>	(2) Page 1 of 2 pages	(3) Property Identifier(s) Block <input type="checkbox"/> Property <input type="checkbox"/>
New Property Identifier(s)		(4) Consideration ONE HUNDRED & SIXTY THOUSAND --- Dollars \$ 160,000.00		
Executions		(5) Description This is a: Property <input type="checkbox"/> Property Division <input type="checkbox"/> Lots 8 and 9, Registrar's Compiled Plan Number 1401, Town of Dundas, Regional Municipality of Hamilton-Wentworth, save and except Part 4 on Reference Plan No. 62R-6246; SUBJECT TO a right-of-way over the southern 10 feet of Lot No. 9 at right angular width of the lands above described, and extending easterly from Main Street a distance of 215 feet to be used as a private alleyway only in common with the owners and occupiers for the time being of the lands and premises adjoining immediately on the south of the right-of-way.		
(6) This Document Contains (a) Redescription New Easement Plan/Sketch <input type="checkbox"/> (b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input type="checkbox"/>		(7) Interest/Estate Transferred Fee Simple		
(8) Transferor(s) The transferor hereby transfers the land to the transferee and certifies that the transferor is at least eighteen years old and that: Name(s) Signature(s) Date of Signature JERDON INVESTMENTS LIMITED Per: <i>[Signature]</i> 1986 03 08 (Gabriel Jeremias, President) JERMAR HOLDINGS INC. Per: <i>[Signature]</i> 1986 03 08 (Martin Jeremias, President)				
(9) Spouse(s) of Transferor(s) I hereby consent to this transaction Name(s) Signature(s) Date of Signature				
(10) Transferor(s) Address for Service 700 Main Street East, Hamilton, Ontario L8M 1K7				
(11) Transferee(s) Date of Birth Y M D BARASEVIC, Michael 1942 09 25 BARASEVIC, Helen 1949 01 03 as joint tenants				
(12) Transferee(s) Address for Service c/o 11 Sydenham Street, P.O. Box 8180, Dundas, Ontario L9H 5G1				
(13) Transferor(s) The transferor verifies that to the best of the transferor's knowledge and belief, this transfer does not contravene section 49 of the Planning Act, 1983. Date of Signature Y M D Signature Solicitor for Transferor(s) I have explained the effect of section 49 of the Planning Act, 1983 to the transferor and I have made inquiries of the transferor to determine that this transfer does not contravene that section and based on the information supplied by the transferor, to the best of my knowledge and belief, this transfer does not contravene that section. I am an Ontario solicitor in good standing. Name and Address of Solicitor Signature Date of Signature Y M D				
(14) Solicitor for Transferee(s) I have investigated the title to this land and to abutting land where relevant and I am satisfied that the title records reveal no contravention as set out in subclause 49 (21a) (c) (ii) of the Planning Act, 1983 and that to the best of my knowledge and belief this transfer does not contravene section 49 of the Planning Act 1983. I act independently of the solicitor for the transferor(s) and I am an Ontario solicitor in good standing. Name and Address of Solicitor Signature Date of Signature Y M D				
(15) Assessment Roll Number of Property City. Mun. Map Sub. Par. 25 26 100 130 04800				
(16) Municipal Address of Property 33-35 Main Street Dundas, Ontario L9H 2P7 A-7. COU.				
(17) Document Prepared by: MARVIN P. STRINGER 20 Hughson Street South Suite 407 Hamilton, Ontario L8N 2A1				
Fee and Tax Registration Fee 18.00 Land Transfer Tax 1325.00 Total 1343.00				

Newsome and Gilbert, Limited
Form 1150

LAND TRANSFER TAX ACT **AFFIDAVIT OF RESIDENCE AND OF VALUE OF THE CONSIDERATION**

Revised October, 1981.
Refer to all instructions on Reverse Side.

IN THE MATTER OF THE CONVEYANCE OF (insert brief description of land) Lots 8 and 9, Registrar's Compiled Plan 1401, in the Town of Dundas, in the Regional Municipality of Hamilton-Wentworth...
save and except Part 4, Ref. Plan No. 62R-6246

BY (print names of all transferors in full) Jerdun Investments Limited and Jermar Holdings Inc.

TO (see instruction 1 and print names of all transferees in full) MICHAEL BARASEVIC and HELEN BARASEVIC

I, (see instruction 2 and print name(s) in full) MICHAEL BARASEVIC

MAKE OATH AND SAY THAT:

1. I am (place a clear mark within the square opposite that one of the following paragraphs that describes the capacity of the deponent(s)): (see instruction 2)

- ☐ (a) A person in trust for whom the land conveyed in the above-described conveyance is being conveyed;
☐ (b) A trustee named in the above-described conveyance to whom the land is being conveyed;
☐ (c) A transferee named in the above-described conveyance;
☐ (d) The authorized agent or solicitor acting in this transaction for

(insert name(s) of principal(s))

described in paragraph(s) (a), (b), (c) above; (strike out references to inapplicable paragraphs)

- ☐ (e) The President, Vice-President, Manager, Secretary, Director, or Treasurer authorized to act for

(insert name(s) of corporation(s))

described in paragraph(s) (a), (b), (c) above; (strike out references to inapplicable paragraphs)

- ☒ (f) A transferee described in paragraph (c) (insert only one of paragraph(s), (b) or (c) above, as applicable) and am making this affidavit on my own behalf and on behalf of HELEN BARASEVIC

(insert name of spouse)

who is my spouse described in paragraph (c); (insert only one of paragraph(s), (b) or (c) above, as applicable)

and as such, I have personal knowledge of the facts herein deposed to.

2. I have read and considered the definitions of "non-resident corporation" and "non-resident person" set out respectively in clauses 1(1)(f) and (g) of the Act. (see instruction 3)

3. The following persons to whom or in trust for whom the land conveyed in the above-described conveyance is being conveyed are non-resident persons within the meaning of the Act. (see instruction 4) None

4. THE TOTAL CONSIDERATION FOR THIS TRANSACTION IS ALLOCATED AS FOLLOWS:

(a) Monies paid or to be paid in cash \$ 160,000.00

(b) Mortgages (i) Assumed (show principal and interest to be credited against purchase price) \$ nil

(ii) Given back to vendor

\$ nil

(c) Property transferred in exchange (detail below) \$ nil

(d) Securities transferred to the value of (detail below) \$ nil

(e) Liens, legacies, annuities and maintenance charges to which transfer is subject \$ nil

(f) Other valuable consideration subject to land transfer tax (detail below) \$ nil

(g) VALUE OF LAND, BUILDING, FIXTURES AND GOODWILL

SUBJECT TO LAND TRANSFER TAX (total of (a) to (f))

\$ 160,000.00\$ 160,000.00

(h) VALUE OF ALL CHATTELS — Items of tangible personal property (detail below)

(detail below) is payable on the value of all chattels unless exempt under the provisions of the "Retail Sales Tax Act", R.S.O. 1980, c. 424, as amended

\$ nil

(i) Other consideration for transaction not included in (g) or (h) above \$ nil

(j) TOTAL CONSIDERATION \$ 160,000.00

ALL BLANKS
MUST BE
FILLED IN
WITH "NIL"
WHERE
APPLICABLE.

5. If consideration is nominal, describe relationship between transferor and transferee and state purpose of conveyance. (see instruction 5) N/A

6. If the consideration is nominal, is the land subject to any encumbrance? N/A

7. Other remarks and explanations, if necessary N/A

SWORN before me at the Town of Dundas

in the Regional Municipality of Hamilton-Wentworth

this 7 day of October 19 85

A Commissioner for taking Affidavits, etc.

Michael Barasevic
(signature(s))

PROPERTY INFORMATION RECORD

- A. Describe nature of instrument Deed
- B. (i) Address of property being conveyed (if available) 33-35 Main Street, Dundas, Ontario, L9H 2R7
- (ii) Assessment Roll # (if available) not available
- C. Mailing address(es) for future Notices of Assessment under the Assessment Act for property being conveyed (see instruction 6)
76 South Street West, Dundas, Ontario, L9H 4C8
- D. (i) Registration number for last conveyance of property being conveyed (if available) not available
- (ii) Legal description of property conveyed: Same as in D.(i) above. Yes ☐ No ☐ Not Known ☒
- E. Name(s) and address(es) of each transferee's solicitor
JOHNSON AND CASTLE
11 Sydenham Street
P. O. Box 8180
Dundas, Ontario, L9H 5G1

For Land Registry Office use only

REGISTRATION NO.

LAND REGISTRY OFFICE NO.

REGISTRATION DATE

Province of Ontario

Transfer/Deed of Land

Form 1 — Land Registration Reform Act, 1984

A

506914 CD
NUMBER
CERTIFICATE OF REGISTRATION

1989 MAY 12 P 12:59

**WENTWORTH
No. 22
HAMILTON**
LAND REGISTRAR

NEW PROPERTY IDENTIFIERS

Executions

Additional: See Schedule ☐

Additional: See Schedule ☐

(1) Registry ☒ **Land Titles** ☐ **(2) Page 1 of 3 pages** ☒

(3) Property Identifier(s) Block ☐ Property ☐ **Additional: See Schedule** ☐

(4) Consideration Nine Hundred and Twenty-one Thousand Two Hundred and Eighty * * * * Dollars \$ 921,280.00

(5) Description This is a: Property Division ☐ Property Consolidation ☐
 Lot Number 12, Registrar's Compiled Plan Number 1342 and Lots 8 and 9, Registrar's Compiled Plan Number 1401, Town of Dundas, Regional Municipality of Hamilton-Wentworth save and except Part 4 on Reference Plan No. 62R-6246 and Lot 10, Registrar's Compiled Plan Number 1401, in the Town of Dundas, in the Regional Municipality of Hamilton-Wentworth

(6) This Document Contains **(b) Redescription** New Easement Plan/Sketch ☐ **(b) Schedule for:** Description ☒ Additional Parties ☐ Other ☐ **(7) Interest/Estate Transferred** Fee Simple ☐ **Together with right-of-way**

(8) Transferor(s) The transferor hereby transfers the land to the transferee and certifies that the transferor is at least eighteen years old and that we are spouses of one another.

Name(s) **Signature(s)** **Date of Signature**
 BARASEVIC, Michael 1989 . 04 . 24
 BARASEVIC, Helen 1989 . 04 . 26
 as Joint tenants

(9) Spouse(s) of Transferor(s) I hereby consent to this transaction
Name(s) **Signature(s)** **Date of Signature**

(10) Transferor(s) Address for Service c/o 11 Sydenham Street, Box 8180, Dundas, Ontario L9H 5G1

(11) Transferee(s) **Date of Birth**
 ELM VILLA RETIREMENT HOMES INC.

(12) Transferee(s) Address for Service c/o 11 Sydenham St. P.O. Box 8180 Dundas, Ontario L9H 5G1

(13) Transferor(s) The transferor verifies that to the best of the transferor's knowledge and belief, this transfer does not contravene section 49 of the Planning Act, 1983.
Signature **Date of Signature**

 Solicitor for Transferor(s) I have explained the effect of section 49 of the Planning Act, 1983 to the transferor and I have made inquiries of the transferor to determine that this transfer does not contravene that section and based on the information supplied by the transferor, to the best of my knowledge and belief, this transfer does not contravene that section. I am an Ontario solicitor in good standing.
Name and Address of Solicitor **Signature** **Date of Signature**

(14) Solicitor for Transferee(s) I have investigated the title to this land and to abutting land where relevant and I am satisfied that the title records reveal no contravention as set out in subclause 49 (21a) (c) (ii) of the Planning Act, 1983 and that to the best of my knowledge and belief this transfer does not contravene section 49 of the Planning Act 1983. I act independently of the solicitor for the transferor(s) and I am an Ontario solicitor in good standing.
Name and Address of Solicitor **Signature** **Date of Signature**

(15) Assessment Roll Number of Property **Cty.** **Mun.** **Map** **Sub.** **Par.** **Multiple**

(16) Municipal Address of Property 12 Melville Street
 Dundas, Ontario L9H 1Z8
 33-35 Main Street and
 41-41½ Main Street
 Dundas, Ontario L9H 2P7

(17) Document Prepared by: JOHNSON, RAMSBOTTOM & CASTLE
 Barristers & Solicitors
 P.O. Box 8180
 11 Sydenham Street
 Dundas, Ont. L9H 5G1
 (416) 628-2214

FOR OFFICE USE ONLY

Fees and Tax

Registration Fee	20
Land Transfer Tax	N.T.
Total	

Newmont and Gilbert, Limited
 Form 1-F1387 (1/85)

8,9,10 - 1401
 12 - 1342 Coll

April, 1985



Schedule

Form 5 — Land Registration Reform Act, 1984

Page 2

S

Additional Property Identifier(s) and/or Other Information

FIRSTLY, Lot Number 12, Registrar's Compiled Plan Number 1342, in the Town of Dundas, in the Regional Municipality of Hamilton-Wentworth;

SECONDLY, Lots 8 and 9, Registrar's Compiled Plan Number 1401, Town of Dundas, in the Regional Municipality of Hamilton-Wentworth, save and except Part 4 on Reference Plan No. 62R-6246;

SUBJECT TO a right-of-way over the southern 10 feet of Lot No. 9 at right angular width of the lands above described, and extending easterly from Main Street a distance of 215 feet to be used as a private alleyway only in common with the owners and occupiers for the time being of the lands and premises adjoining immediately on the south of the right-of-way;

THIRDLY, Lot 10, Registrar's Compiled Plan No. 1401, in the Town of Dundas, in the Regional Municipality of Hamilton-Wentworth, TOGETHER with the use and right of using the alley 10 feet in width along the north side of Lot 10, from the front to the rear thereof, as a private alleyway only in common with the owners and occupiers for the time being of the lands and premises immediately adjoining on and along the said north side of the above described lands, as in Instrument Number 22847 C.D.

FOR OFFICE
USE ONLY

and Gilbert, Limited
5 (8/96)

Form 1 - Land Transfer Tax Act
Affidavit of Residence and of Value of the Consideration
 Refer to all instructions on reverse side.

Revised August, 1986

IN THE MATTER OF THE CONVEYANCE OF (insert brief description of land) Lot 12, Plan Number 1342 and Lots 8 and 9 Plan 1401 Town of Dundas Regional Municipality of Hamilton-Wentworth save and except Part 4 on Reference Plan 62R-6246 and Lot 10 Plan 1401.

BY (print names of all transferors in full) Michael BARASEVIC AND Helen BARASEVIC

TO (see instruction 1 and print names of all transferees in full) ELM VILLA RETIREMENT HOMES INC.

1. (see instruction 2 and print name(s) in full) Helen BARASEVIC, President

MAKE OATH AND SAY THAT:

1. I am (place a check mark within the square opposite that one of the following paragraphs that describes the capacity of the deponent(s)): (see instruction 2)

- ☐ (a) A person in trust for whom the land conveyed in the above described conveyance is being conveyed;
☐ (b) A trustee named in the above-described conveyance to whom the land is being conveyed;
☐ (c) A transferee named in the above-described conveyance;
☐ (d) The authorized agent or solicitor acting in this transaction for (insert name(s) of principal(s))

☒ (e) The President, Vice President, Manager, Secretary, Director, or Treasurer authorized to act for (insert name(s) of corporate(s))

ELM VILLA RETIREMENT HOMES INC.

☐ (f) A transferee described in paragraph () (insert only one of paragraph (a), (b) or (c) above, as applicable) and am making this affidavit on my own behalf and on behalf of (insert name of spouse)

in paragraph () (insert only one of paragraph (a), (b) or (c) above, as applicable) and as such, I have personal knowledge of the facts herein deposed to.

2. (To be completed where the value of the consideration for the conveyance exceeds \$250,000).

- I have read and considered the definition of "single family residence" set out in clause 1(1)(j) of the Act. The land conveyed in the above-described conveyance
- ☐ contains at least one and not more than two single family residences. Note: Clause 2(1) (d) imposes an additional tax at the rate of one-half of one per cent upon the value of consideration in excess of \$250,000 where the conveyance contains at least one and not more than two single family residences.
☐ does not contain a single family residence.
☐ contains more than two single family residences. (see instruction 3)

3. I have read and considered the definitions of "non-resident corporation" and "non-resident person" set out respectively in clauses 1(1)(f) and (g) of the Act and each of the following persons to whom or in trust for whom the land is being conveyed in the above-described conveyance is a "non-resident corporation" or a "non-resident person" as set out in the Act. (see instructions 4 and 5) NONE

4. THE TOTAL CONSIDERATION FOR THIS TRANSACTION IS ALLOCATED AS FOLLOWS:

- (a) Monies paid or to be paid in cash \$ nil
 (b) Mortgages (i) Assumed (show principal and interest to be credited against purchase price) \$ 537,904.00
 (ii) Given back to vendor \$
 (c) Property transferred in exchange (detail below) \$
 (d) Securities transferred to the value of (detail below) \$ 383,376.00
 (e) Liens, legacies, annuities and maintenance charges to which transfer is subject \$
 (f) Other valuable consideration subject to land transfer tax. (detail below) \$
 (g) VALUE OF LAND, BUILDING, FIXTURES AND GOODWILL SUBJECT TO LAND TRANSFER TAX (Total of (a) to (f)) \$ 921,280.00 \$ 921,280.00
 (h) VALUE OF ALL CHATTELS - items of tangible personal property (detail below) \$
 (i) Other consideration for transaction not included in (g) or (h) above \$
 (j) TOTAL CONSIDERATION \$ 921,280.00

At Elmhurst
 Made So
 Filed In
 Insert "NR"
 Where
 Applicable.

5. If consideration is nominal, describe relationship between transferor and transferee and state purpose of conveyance. (see instruction 6)
Transfer in accordance with the provisions of Section 85 of The Income Tax Act.

6. If the consideration is nominal, is the land subject to any encumbrance?

7. Other remarks and explanations, if necessary. The Purchaser claims exemption from the payment of land transfer tax pursuant to the provisions of Ontario Regulation 563 section 3 (1). The Transferors also receive 2 common shares in the capital stock of the Corporation, being the securities referred to above.

Sworn before me at the TOWN OF DUNDAS
 in the Regional Municipality of Hamilton-Wentworth
 this 26 day of April 19 89

A Commissioner for taking Affidavits, etc.

(signature)

Property Information Record

- A. Describe nature of instrument: DEED
 B. (i) Address of property being conveyed (if available) MULTIPLE
 (ii) Assessment Roll No. (if available) MULTIPLE
 C. Mailing address(es) for future Notices of Assessment under the Assessment Act for property being conveyed (see instruction 7)
12 MELVILLE ST
DUNDAS ONT L9H 1Z8
 D. (i) Registration number for last conveyance of property being conveyed (if available)
 (ii) Legal description of property conveyed: Same as in D.(i) above. Yes ☒ No ☐ Not known ☐
 E. Name(s) and address(es) of each transferee's solicitor
MARK L CASTLE
PO BOX 8180
DUNDAS ONT
L9H 5G1

For Land Registry Office use only

REGISTRATION NO.
 Land Registry Office No.
 Registration Date

This is Exhibit "L" referred to in the
Affidavit of Walter P. Burych sworn
before me this 25th day of August, 2021.



Alexander Tershakowec
A Commissioner for taking affidavits.

Transfer/Deed of Land

Amended NOV. 1992

242

Form 1 — Land Registration Reform Act

A

<div style="text-align: right; font-size: 24px; font-weight: bold;">U M 2 4 3 0 6 5</div> <div style="text-align: right; font-size: 24px; font-weight: bold;">'98 12 11 11 03</div> <p>New Property Identifiers</p> <p>Executions</p> <p>Additional See Schedule <input type="checkbox"/></p> <p>Additional See Schedule <input type="checkbox"/></p>		(1) Registry <input checked="" type="checkbox"/> Land Titles <input type="checkbox"/>		(2) Page 1 of 3 pages			
		(3) Property Identifier(s) Block Property 17479 - 0003 (R)		Additional: See Schedule <input type="checkbox"/>			
		(4) Consideration NIL				Dollars \$ NIL	
		(5) Description This is a: Property Division <input type="checkbox"/> Property Consolidation <input type="checkbox"/> Lots 8 & 9, Registrar's Compiled Plan Number 1401, in the Town of Dundas, in the Regional Municipality of Hamilton-Wentworth as in Instrument Number 300015 AB being part of the PIN					
(6) This Document Contains		(a) Redescription New Easement Plan/Sketch <input type="checkbox"/>		(b) Schedule for Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input checked="" type="checkbox"/>			
(7) Interest/Estate Transferred Fee Simple QUIT CLAIM							
(8) Transferor(s) The transferor hereby transfers the land to the transferee and certifies that the transferor is at least eighteen years old and that I, MARTIN T. JEREMIAS, am not a spouse.							
Name(s) JEREMIAS, Martin T. HARJER CORPORATION LIMITED as partnership property		Signature(s) Gabriel Jeremias - President I have the authority to bind the corporation		Date of Signature Y M D 1998 09 30 1998 10 20			
(9) Spouse(s) of Transferor(s) I hereby consent to this transaction Name(s) Signature(s) Date of Signature Y M D							
(10) Transferor(s) Address for Service 700 Main Street East, Hamilton, Ontario, L8M 1K7							
(11) Transferee(s) ELM VILLA RETIREMENT HOMES INC.							
(12) Transferee(s) Address for Service 12 Melville Street, Dundas, Ontario, L9H 1Z8							
(13) Transferor(s) The transferor verifies that to the best of the transferor's knowledge and belief, this transfer does not contravene section 50 of the Planning Act Signature Date of Signature Y M D Signature Date of Signature Y M D Solicitor for Transferor(s) I have explained the effect of section 50 of the Planning Act to the transferor and I have made inquiries of the transferor to determine that this transfer does not contravene that section and based on the information supplied by the transferor, to the best of my knowledge and belief, this transfer does not contravene that section. I am an Ontario solicitor in good standing. Name and Address of Solicitor Signature Date of Signature Y M D							
(14) Solicitor for Transferee(s) I have investigated the title to this land and to adjoining land where relevant and I am satisfied that the title records reveal no contravention as set out in subclause 50 (22) (c) (i) of the Planning Act and that to the best of my knowledge and belief this transfer does not contravene section 50 of the Planning Act. I act independently of the solicitor for the transferor(s) and I am an Ontario solicitor in good standing. Name and Address of Solicitor Signature Date of Signature Y M D							
(15) Assessment Roll Number of Property City 25 Mun 26 Map 100 Sub 130 Par 04800							
(16) Municipal Address of Property 33 - Main Street Dundas, Ontario L9H 2P7		(17) Document Prepared by: Johnson, Ramsbottom & Castle Barristers & Solicitors 11 Sydenham Street P. O. Box 8180 Dundas, Ontario, L9H 5G1		Fees and Tax Registration Fee 50. Land Transfer Tax N.T. Total			

WHEREAS by deed dated June 25, 1973 and registered on the 4th day of July, 1973 as instrument number 300015 A.B., Anthony Clements and Mary Clements conveyed the lands and premises being composed of all of Lots 8 and 9, Registrar's Compiled Plan 1401, Dundas (the "Lands") to Jerdun Investments Limited and Martin T. Jeremias as partnership property;

AND WHEREAS by deed registered on the 5th day of November, 1974 as instrument number 355999A.B., Martin T. Jeremias conveyed his undivided interest in the Lands to Jermar Holdings Inc;

AND WHEREAS by deed registered on the 10th day of January, 1986 as instrument number 339630 C.D., Jerdun Investments Limited and Jermar Holdings Inc. conveyed the lands save and except Part 4 on Reference Plan 62R-6246 to Michael Barasevic and Helen Barasevic;

AND WHEREAS Jerdun Investments Limited by Letters of Amalgamation dated June 13, 1991 and registered on the 6th day of December, 1996 as instrument number VM236557 changed its name to Harjer Corporation Limited;

AND WHEREAS at the time of the conveyance from Jerdun Investments Limited and Jermar Holdings Inc. to Michael Barasevic and Helen Barasevic, Jerdun Investments Limited and Jermar Holdings Inc. purported to convey the property as partnership property;

AND WHEREAS this deed is given for the express purpose of correcting the error in the legal description contained within instrument number 339630 C.D. and to remove any cloud on title caused by the conveyance by Jerdun Investments Limited and Jermar Holdings Inc. to Michael Barasevic and Helen Barasevic;

AND WHEREAS Martin T. Jeremias and Jerdun Investments Limited (now Harjer Corporation Limited) obtained title to the Lands as partnership property and during their period of ownership, title was held by them as partnership property, that they were the only partners of the partnership and that they and the partnership claim no further interest in the Lands;

Refer to all instructions on reverse side.
IN THE MATTER OF THE CONVEYANCE OF (insert brief description of land) Lots 8 & 9, Registrar's Compiled Plan 1401.
in the Town of Dundas, in the Regional Municipality of Hamilton-Wentworth

BY (print names of all transferors in full) MARTIN T. JEREMIAS and HARJER CORPORATION LIMITED
TO (see instruction 1 and print names of all transferees in full) ELM VILLA RETIREMENT HOMES INC.
I, (see instruction 2 and print name(s) in full) MARK L. CASTLE

MAKE OATH AND SAY THAT:

1. I am (place a clear mark within the square opposite that one of the following paragraphs that describes the capacity of the deponent(s)): (see instruction 2)
- ☐ (a) A person in trust for whom the land conveyed in the above-described conveyance is being conveyed;
- ☐ (b) A trustee named in the above-described conveyance to whom the land is being conveyed;
- ☐ (c) A transferee named in the above-described conveyance;
- ☒ (d) The authorized agent or solicitor acting in this transaction for (insert name(s) of principal(s)) ELM VILLA RETIREMENT HOMES INC.
described in paragraph(s) XXXIX, (c) above, (strike out references to inapplicable paragraphs)
- ☐ (e) The President, Vice-President, Manager, Secretary, Director, or Treasurer authorized to act for (insert name(s) of corporation(s)) _____
described in paragraph(s) (a), (b), (c) above, (strike out references to inapplicable paragraphs)
- ☐ (f) A transferee described in paragraph () (insert only one of paragraph (a), (b) or (c) above, as applicable) and am making this affidavit on my own behalf and on behalf of (insert name of spouse) _____ who is my spouse described in paragraph () (insert only one of paragraph (a), (b) or (c) above, as applicable) and as such, I have personal knowledge of the facts herein deposed to.
2. (To be completed where the value of the consideration for the conveyance exceeds \$400,000.)
I have read and considered the definition of "single family residence" set out in clause 1(1)(j) of the Act. The land conveyed in the above-described conveyance
- ☐ contains at least one and not more than two single family residences. **Note:** Clause 2(1)(d) imposes an additional tax at the rate of one-half of one per cent upon the value of consideration in excess of \$400,000 where the conveyance contains at least one and not more than two single family residences.
- ☐ does not contain a single family residence.
- ☐ contains more than two single family residences. (see instruction 3)
3. I have read and considered the definitions of "non-resident corporation" and "non-resident person" set out respectively in clauses 1(1)(f) and (g) of the Act and each of the following persons to whom or in trust for whom the land is being conveyed in the above-described conveyance is a "non-resident corporation" or a "non-resident person" as set out in the Act. (see instructions 4 and 5) none

4. THE TOTAL CONSIDERATION FOR THIS TRANSACTION IS ALLOCATED AS FOLLOWS:

- (a) Monies paid or to be paid in cash \$ nil
- (b) Mortgages: (i) Assumed (show principal and interest to be credited against purchase price) \$ nil
(ii) Given back to vendor \$ nil
- (c) Property transferred in exchange (detail below) \$ nil
- (d) Securities transferred to the value of (detail below) \$ nil
- (e) Liens, legacies, annuities and maintenance charges to which transfer is subject \$ nil
- (f) Other valuable consideration subject to land transfer tax (detail below) \$ nil
- (g) VALUE OF LAND, BUILDING, FIXTURES AND GOODWILL SUBJECT TO LAND TRANSFER TAX (Total of (a) to (f)) \$ nil \$ nil
- (h) VALUE OF ALL CHATTELS - items of tangible personal property (Retail Sales Tax is payable on the value of all chattels unless exempt under the provisions of the "Retail Sales Tax Act", R.S.O. 1980, c.454, as amended) \$ nil
- (i) Other consideration for transaction not included in (g) or (h) above \$ nil
- (j) TOTAL CONSIDERATION \$ nil

At Blank
Must Be
Filed in
Insert "Nil"
Where
Applicable.

5. If consideration is nominal, describe relationship between transferor and transferee and state purpose of conveyance. (see instruction 6)
quit claim is given for the purpose of clearing a cloud on title - no consideration passing
6. If the consideration is nominal, is the land subject to any encumbrance? n/a
7. Other remarks and explanations, if necessary. n/a

Sworn before me at the Town of Dundas
in the Regional Municipality of Hamilton-Wentworth
this 3 day of December 1998

A Commissioner for taking Affidavits, etc.

Property Information Record

- A. Describe nature of instrument: Quit Claim Deed
- B. (i) Address of property being conveyed (if available) 33 Main Street
Dundas, Ontario, L9H 2P7
(ii) Assessment Roll No. (if available) 25 26 100 130 04800
- C. Mailing address(es) for future Notices of Assessment under the Assessment Act for property being conveyed (see instruction 7) 12 Melville Street
Dundas, Ontario, L9H 1Z8
- D. (i) Registration number for last conveyance of property being conveyed (if available) not available
(ii) Legal description of property conveyed: Same as in D.(i) above. Yes ☐ No ☐ Not known ☒
- E. Name(s) and address(es) of each transferor's solicitor
JOHNSON, RAMSBOTTOM AND CASTLE
11 Sydenham St., P. O. Box 8180
Dundas, Ontario, L9H 5G1

For Land Registry Office Use Only

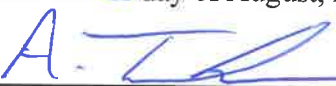
Registration No.	
Registration Date	Land Registry Office No.

School Tax Support (Voluntary Election) See reverse for explanation

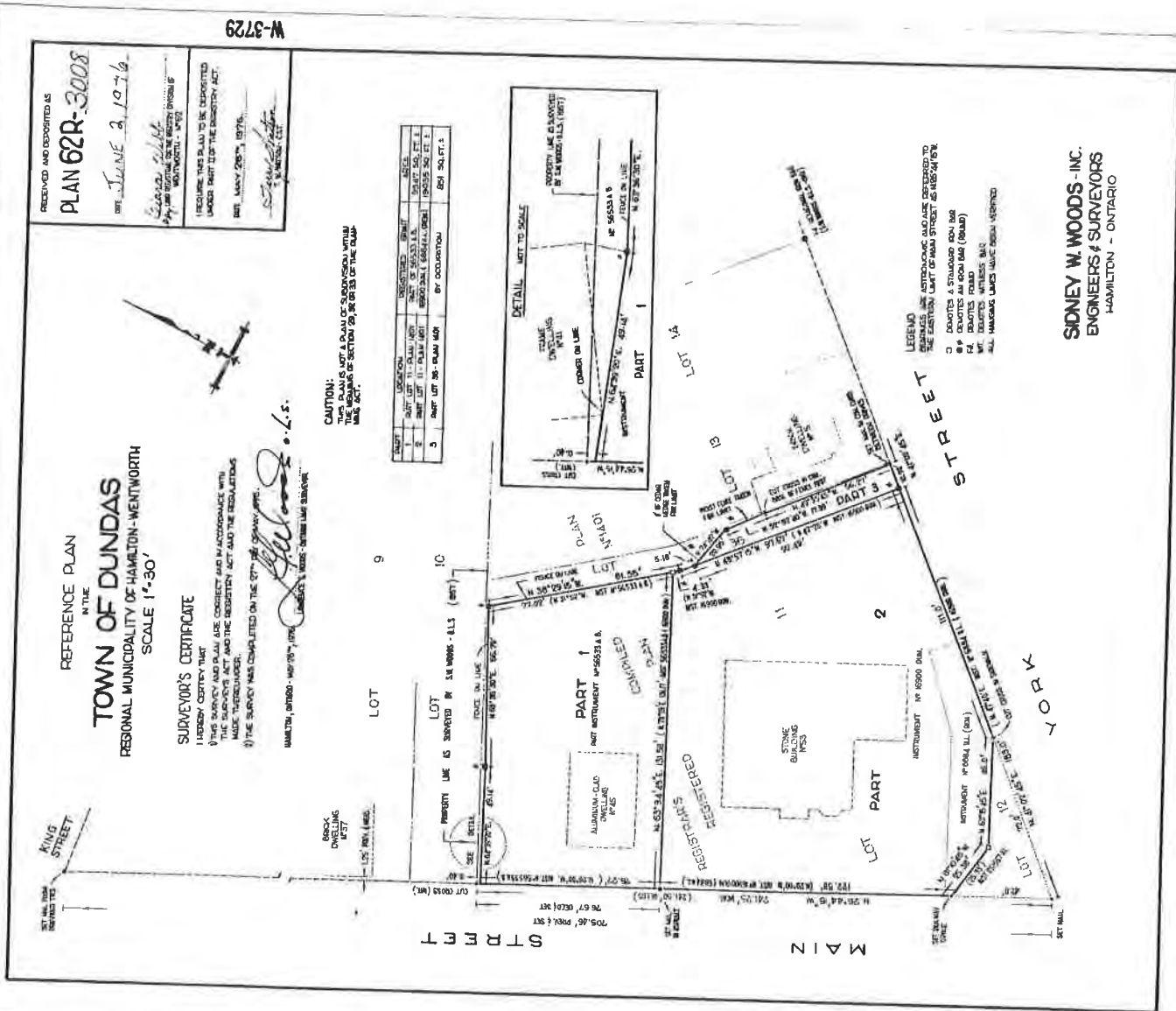
- (a) Are all individual transferees Roman Catholic? Yes ☐ No ☐
- (b) If Yes, do all individual transferees wish to be Roman Catholic Separate School Supporters? Yes ☐ No ☐
- (c) Do all individual transferees have French Language Education Rights? Yes ☐ No ☐
- (d) If Yes, do all individual transferees wish to support the French Language School Board (where established)? Yes ☐ No ☐

NOTE: As to (c) and (d) the land being transferred will be assigned to the French Public School Board or Sector unless otherwise directed in (b) and (d)

This is Exhibit "M" referred to in the
Affidavit of Walter P. Burych sworn
before me this 25th day of August, 2021.



Alexander Tershakowec
A Commissioner for taking affidavits.



SIDNEY W. WOODS - INC.
ENGINEERS & SURVEYORS
HAMILTON - ONTARIO

This is Exhibit "N" referred to in the
Affidavit of Walter P. Burych sworn
before me this 25th day of August, 2021.



Alexander Tershakowec
A Commissioner for taking affidavits.

Transfer/Deed of Land

Form 1 — 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);">VM216220</p> <p style="writing-mode: vertical-rl; transform: rotate(180deg);">CERTIFICATE OF REGISTRATION CERTIFICAT D'ENREGISTREMENT</p> <p style="writing-mode: vertical-rl; transform: rotate(180deg);">WENTWORTH (62) HAMILTON</p> <p style="writing-mode: vertical-rl; transform: rotate(180deg);">95 08 29 14 -- 31</p> <p style="writing-mode: vertical-rl; transform: rotate(180deg);">LAND REGISTRAR REGISTRATEUR</p>	<p>(1) Registry <input checked="" type="checkbox"/> Land Titles <input type="checkbox"/></p>		<p>(2) Page 1 of 3 pages</p>											
	<p>(3) Property Identifier(s) Block Property</p>		<p>Additional: See Schedule <input type="checkbox"/></p>											
	<p>(4) Consideration ---ONE HUNDRED AND THIRTY THOUSAND---</p> <p>-----00/100 Dollars \$ 130,000.00</p>													
	<p>(5) Description This is a: Property Division <input type="checkbox"/> Property Consolidation <input type="checkbox"/></p> <p>Part of Lot 11, Registrar's Compiled Plan 1401, designated as Part 1 on Deposit Reference Plan 62R-3008, in the Town of Dundas, in the Regional Municipality of Hamilton-Wentworth</p>													
	<p>Executions</p> <p>Additional: See Schedule <input type="checkbox"/></p>													
<p>(6) This Document Contains (a) Redescription New Easement Plan/Sketch <input type="checkbox"/> (b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input checked="" type="checkbox"/> (7) Interest/Estate Transferred Fee Simple</p>														
<p>(8) Transferor(s) The transferor hereby transfers the land to the transferee and certifies that the transferor is at least eighteen years old and that The transferor is not a spouse. Power of Attorney registered August 29, 1995 as Instrument No. VM216183 To the best of my knowledge and belief the Power of Attorney is still in full force and effect and the principal Name(s) was at least 18 years old when it Signature(s) was executed</p> <p>CATTEL, Wallace C. by his attorney John Douglas Chambers</p> <p style="text-align: right;">Date of Signature Y M D 1995 08 29</p>														
<p>(9) Spouse(s) of Transferor(s) I hereby consent to this transaction</p> <p style="text-align: right;">Date of Signature Y M D</p>														
<p>(10) Transferor(s) Address for Service 519 G.S.R. R.R. #1, Paris, Ontario N3L 3E1</p>														
<p>(11) Transferee(s)</p> <p>1130579 ONTARIO INC.</p> <p style="text-align: right;">Date of Birth Y M D</p>														
<p>(12) Transferee(s) Address for Service 45 Main Street Dundas, Ontario L9H 2P7 24 Glenmorris Drive, Dundas, Ont. L9H 1S4</p>														
<p>(13) Transferor(s) The transferor verifies that to the best of the transferor's knowledge and belief, this transfer does not contravene section 50 of the Planning Act.</p> <p>Signature _____ Date of Signature Y M D</p> <p>Solicitor for Transferor(s) I have explained the effect of section 50 of the Planning Act to the transferor and I have made inquiries of the transferor to determine that this transfer does not contravene that section and based on the information supplied by the transferor, to the best of my knowledge and belief, this transfer does not contravene that section. I am an Ontario solicitor in good standing.</p> <p>Name and Address of Solicitor _____ Date of Signature Y M D</p> <p>Signature _____</p>														
<p>(14) Solicitor for Transferee(s) I have investigated the title to this land and to abutting land where relevant and I am satisfied that the title records reveal no contravention as set out in subclause 50 (22) (c) (i) of the Planning Act and that to the best of my knowledge and belief this transfer does not contravene section 50 of the Planning Act. I act independently of the solicitor for the transferor(s) and I am an Ontario solicitor in good standing.</p> <p>Name and Address of Solicitor _____ Date of Signature Y M D</p> <p>Signature _____</p>														
<p>(15) Assessment Roll Number of Property</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td>Cty.</td> <td>Mun.</td> <td>Map</td> <td>Sub.</td> <td>Par.</td> </tr> <tr> <td>25</td> <td>26</td> <td>100</td> <td>130</td> <td>04400</td> </tr> </table>					Cty.	Mun.	Map	Sub.	Par.	25	26	100	130	04400
Cty.	Mun.	Map	Sub.	Par.										
25	26	100	130	04400										
<p>(16) Municipal Address of Property</p> <p>45 Main Street Dundas, Ontario L9H 2P7</p>		<p>(17) Document Prepared by:</p> <p>LESLIE T. PACI Barrister & Solicitor 179 King Street West Dundas, Ontario L9H 1V3</p>												
<p>Set 11 Plan 1401</p>		<p>FOR OFFICE USE ONLY</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th colspan="2">Fees and Tax</th> </tr> <tr> <td>Registration Fee</td> <td>50.00</td> </tr> <tr> <td>Land Transfer Tax</td> <td>1025.00</td> </tr> <tr> <td>Total</td> <td></td> </tr> </table>			Fees and Tax		Registration Fee	50.00	Land Transfer Tax	1025.00	Total			
		Fees and Tax												
		Registration Fee	50.00											
Land Transfer Tax	1025.00													
Total														

Additional Property Identifier(s) and/or Other Information

OTHER

WHEREAS Lorna I. Cattel, of the Town of Dundas, in the Regional Municipality of Hamilton-Wentworth and the Grantor, Wallace C. Cattel, were seized in fee simple as joint tenants and not as tenants in common of the within described lands during their joint period of ownership until the time of the death of Lorna I. Cattel;

AND WHEREAS Lorna I. Cattel whose full name was Lorna Isobel Cattel, died on the 6th day of November, 1980, and the Grantor, Wallace C. Cattel whose full name is Wallace Culver Cattel, thereby became the sole owner of the said lands by right of survivorship.

Affidavit of Residence and of Value of the Consideration
Form 1 - Land Transfer Tax Act 250

Refer to all instructions on reverse side.

IN THE MATTER OF THE CONVEYANCE OF (insert brief description of land) Part Lot 11, Registrar's Compiled Plan
Number 1401 designated as Part 1 on Deposit Reference Plan Number 62R-3008, in the Town of
Dundas, in the Regional Municipality of Hamilton-Wentworth.

BY (print names of all transferors in full) WALLACE C. CATTEL, BY HIS ATTORNEY, DOUGLAS CHAMBERS

TO (see instruction 1 and print names of all transferees in full) 1130579 Ontario Inc.

I, (see instruction 2 and print name(s) in full) Paul Douglas Milne

MAKE OATH AND SAY THAT:

1. I am (place a clear mark within the square opposite that one of the following paragraphs that describes the capacity of the deponent(s)): (see instruction 2)

- ☐ (a) A person in trust for whom the land conveyed in the above-described conveyance is being conveyed;
☐ (b) A trustee named in the above-described conveyance to whom the land is being conveyed;
☐ (c) A transferee named in the above-described conveyance;
☒ (d) The solicitor acting in this transaction for (insert name(s) of principal(s)) 1130579 Ontario Inc.

☐ (e) The President, Vice-President, Manager, Secretary, Director, or Treasurer authorized to act for (insert name(s) of corporation(s))
described in paragraph(s) (a), (b), (c) above; (strike out references to inapplicable paragraphs)

☐ (f) A transferee described in paragraph () (insert only one of paragraph (a), (b) or (c) above, as applicable) and am making this affidavit on my own behalf and on behalf of (insert name of spouse) who is my spouse described in paragraph () (insert only one of paragraph (a), (b) or (c) above, as applicable) and as such, I have personal knowledge of the facts herein deposed to.

2. (To be completed where the value of the consideration for the conveyance exceeds \$400,000).

I have read and considered the definition of "single family residence" set out in clause 1(1)(j) of the Act. The land conveyed in the above-described conveyance

- ☒ contains at least one and not more than two single family residences.
☐ does not contain a single family residence.
☐ contains more than two single family residences. (see instruction 3)

Note: Clause 2(1)(d) imposes an additional tax at the rate of one-half of one per cent upon the value of consideration in excess of \$400,000 where the conveyance contains at least one and not more than two single family residences.

3. I have read and considered the definitions of "non-resident corporation" and "non-resident person" set out respectively in clauses 1(1)(f) and (g) of the Act and each of the following persons to whom or in trust for whom the land is being conveyed in the above-described conveyance is a "non-resident corporation" or a "non-resident person" as set out in the Act. (see instructions 4 and 5)
NONE

4. THE TOTAL CONSIDERATION FOR THIS TRANSACTION IS ALLOCATED AS FOLLOWS:

(a) Monies paid or to be paid in cash	\$ 130,000.00	
(b) Mortgages (i) Assumed (show principal and interest to be credited against purchase price)	\$ nil	
(ii) Given back to vendor	\$ nil	
(c) Property transferred in exchange (detail below)	\$ nil	
(d) Securities transferred to the value of (detail below)	\$ nil	
(e) Liens, legacies, annuities and maintenance charges to which transfer is subject	\$ nil	
(f) Other valuable consideration subject to land transfer tax (detail below)	\$ nil	
(g) VALUE OF LAND, BUILDING, FIXTURES AND GOODWILL SUBJECT TO LAND TRANSFER TAX (Total of (a) to (f))	\$ 130,000.00	\$ 130,000.00
(h) VALUE OF ALL CHATTELS - items of tangible personal property (Retail Sales Tax is payable on the value of all chattels unless exempt under the provisions of the "Retail Sales Tax Act", R.S.O. 1980, c.454, as amended)	\$ nil	
(i) Other consideration for transaction not included in (g) or (h) above	\$ nil	
(j) TOTAL CONSIDERATION	\$ 130,000.00	

All Blanks
Must Be
Filled In.
Insert "Nil"
Where
Applicable.

5. If consideration is nominal, describe relationship between transferor and transferee and state purpose of conveyance. (see instruction 6)

n/a

6. If the consideration is nominal, is the land subject to any encumbrance? n/a

7. Other remarks and explanations, if necessary. n/a

Sworn before me at the City of Hamilton
in the Regional Municipality of Hamilton-Wentworth
this 29th day of August 19 95

A Commissioner for taking Affidavits, etc.

signature(s)

Property Information Record

- A. Describe nature of instrument: Transfer/Deed of Land
- B. (i) Address of property being conveyed (if available) 45 Main Street, Dundas, Ontario, L9H 2P7
(ii) Assessment Roll No. (if available) 252610013004400
- C. Mailing address(es) for future Notices of Assessment under the Assessment Act for property being conveyed (see instruction 7) 24 Glenmorris Drive, Dundas, Ontario, L9H 1S4
- D. (i) Registration number for last conveyance of property being conveyed (if available) unknown
(ii) Legal description of property conveyed: Same as in D.(i) above. Yes ☐ No ☐ Not known ☒
- E. Name(s) and address(es) of each transferee's solicitor
Paul D. Milne (Simpson, Wigle), 1030-120 King Street West, Hamilton, Ontario, L8N 3R1

For Land Registry Office Use Only

Registration No.

Registration Date

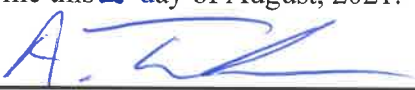
Land Registry Office No.

School Tax Support (Voluntary Election) See reverse for explanation

- (a) Are all individual transferees Roman Catholic? Yes ☐ No ☐
(b) If Yes, do all individual transferees wish to be Roman Catholic Separate School Supporters? Yes ☐ No ☐
(c) Do all individual transferees have French Language Education Rights? Yes ☐ No ☐
(d) If Yes, do all individual transferees wish to support the French Language School Board (where established)? Yes ☐ No ☐

NOTE: As to (c) and (d) the land being transferred will be assigned to the French Public School Board or Sector unless otherwise directed in (a) and (b).

This is Exhibit "O" referred to in the
Affidavit of Walter P. Burych sworn
before me this 25th day of August, 2021.



Alexander Tershakowec
A Commissioner for taking affidavits.

Transfer/Deed of Land

Form 1 — Land Registration Reform Act

A

<p>FOR OFFICE USE ONLY</p> <p>VM 234238</p> <p>CERTIFICATE OF REGISTRATION CERTIFICAT D'ENREGISTREMENT WENTWORTH (62) HAMILTON</p> <p>09 19 16</p> <p>Additional: See Schedule <input type="checkbox"/></p> <p>Additional: See Schedule <input type="checkbox"/></p>	<p>(1) Registry <input checked="" type="checkbox"/> Land Titles <input type="checkbox"/></p>		<p>(2) Page 1 of 2 pages <i>Handwritten</i></p>											
	<p>(3) Property Identifier(s) Block <input type="checkbox"/> Property <input type="checkbox"/></p>		<p>Additional: See Schedule <input type="checkbox"/></p>											
	<p>(4) Consideration One Hundred Thirty Thousand 00/100 Dollars \$ 130,000.00</p>													
	<p>(5) Description This is a: Property Division <input type="checkbox"/> Property Consolidation <input type="checkbox"/></p> <p>Part of Lot 11, Registrar's Compiled Plan 1401 designated as Part 1 on Deposit Reference Plan 62R-3008, in the Town of Dundas, in the Regional Municipality of Hamilton-Wentworth</p> <p>lastly described in Instrument No. VM216220</p>													
<p>(6) This Document Contains (a) Redescription New Easement Plan/Sketch <input type="checkbox"/> (b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input type="checkbox"/> (7) Interest/Estate Transferred Fee Simple <input type="checkbox"/></p>														
<p>(8) Transferor(s) The transferor hereby transfers the land to the transferee and certifies that the transferor is at least eighteen years old and that</p> <table style="width:100%;"> <tr> <td style="width:50%;"> <p>Name(s) 1130579. ONTARIO. INC.</p> </td> <td style="width:50%;"> <p>Signature <i>Sheila Chambers</i> Sheila Chambers, President</p> <p><i>I have authority to bind the Corporation</i></p> </td> </tr> <tr> <td colspan="2"> <p>Date of Signature Y M D 1996 09 16</p> </td> </tr> </table>					<p>Name(s) 1130579. ONTARIO. INC.</p>	<p>Signature <i>Sheila Chambers</i> Sheila Chambers, President</p> <p><i>I have authority to bind the Corporation</i></p>	<p>Date of Signature Y M D 1996 09 16</p>							
<p>Name(s) 1130579. ONTARIO. INC.</p>	<p>Signature <i>Sheila Chambers</i> Sheila Chambers, President</p> <p><i>I have authority to bind the Corporation</i></p>													
<p>Date of Signature Y M D 1996 09 16</p>														
<p>(9) Spouse(s) of Transferor(s) I hereby consent to this transaction</p> <table style="width:100%;"> <tr> <td style="width:50%;"> <p>Name(s)</p> </td> <td style="width:50%;"> <p>Signature(s)</p> </td> </tr> <tr> <td colspan="2"> <p>Date of Signature Y M D</p> </td> </tr> </table>					<p>Name(s)</p>	<p>Signature(s)</p>	<p>Date of Signature Y M D</p>							
<p>Name(s)</p>	<p>Signature(s)</p>													
<p>Date of Signature Y M D</p>														
<p>(10) Transferor(s) Address for Service 24 Glenmorris Dr., Dundas, Ontario, L9H 1S4</p>														
<p>(11) Transferee(s)</p> <table style="width:100%;"> <tr> <td style="width:70%;"> <p>CATTEL, EATON & CHAMBERS FUNERAL HOME LIMITED</p> </td> <td style="width:30%;"> <p>Date of Birth Y M D</p> </td> </tr> </table>					<p>CATTEL, EATON & CHAMBERS FUNERAL HOME LIMITED</p>	<p>Date of Birth Y M D</p>								
<p>CATTEL, EATON & CHAMBERS FUNERAL HOME LIMITED</p>	<p>Date of Birth Y M D</p>													
<p>(12) Transferee(s) Address for Service 24 Glenmorris Dr., Dundas, Ontario, L9H 1S4</p>														
<p>(13) Transferor(s) The transferor certifies that to the best of the transferor's knowledge and belief, this transfer does not contravene section 50 of the Planning Act.</p> <table style="width:100%;"> <tr> <td style="width:50%;"> <p>Signature Solicitor for Transferor(s) I have explained the effect of section 50 of the Planning Act to the transferor and I have made inquiries of the transferor to determine that this transfer does not contravene that section and based on the information supplied by the transferor, to the best of my knowledge and belief, this transfer does not contravene that section. I am an Ontario solicitor in good standing.</p> </td> <td style="width:50%;"> <p>Signature Date of Signature Y M D</p> </td> </tr> <tr> <td colspan="2"> <p>Name and Address of Solicitor</p> </td> </tr> </table>					<p>Signature Solicitor for Transferor(s) I have explained the effect of section 50 of the Planning Act to the transferor and I have made inquiries of the transferor to determine that this transfer does not contravene that section and based on the information supplied by the transferor, to the best of my knowledge and belief, this transfer does not contravene that section. I am an Ontario solicitor in good standing.</p>	<p>Signature Date of Signature Y M D</p>	<p>Name and Address of Solicitor</p>							
<p>Signature Solicitor for Transferor(s) I have explained the effect of section 50 of the Planning Act to the transferor and I have made inquiries of the transferor to determine that this transfer does not contravene that section and based on the information supplied by the transferor, to the best of my knowledge and belief, this transfer does not contravene that section. I am an Ontario solicitor in good standing.</p>	<p>Signature Date of Signature Y M D</p>													
<p>Name and Address of Solicitor</p>														
<p>(14) Solicitor for Transferee(s) I have investigated the title to this land and to adjoining land where relevant and I am satisfied that the title records reveal no contravention as set out in subclause 50 (22) (c) (i) of the Planning Act and that to the best of my knowledge and belief this transfer does not contravene section 50 of the Planning Act. I act independently of the solicitor for the transferor(s) and I am an Ontario solicitor in good standing.</p> <table style="width:100%;"> <tr> <td style="width:50%;"> <p>Name and Address of Solicitor</p> </td> <td style="width:50%;"> <p>Signature <i>Sheila Chambers</i> Date of Signature Y M D</p> </td> </tr> </table>					<p>Name and Address of Solicitor</p>	<p>Signature <i>Sheila Chambers</i> Date of Signature Y M D</p>								
<p>Name and Address of Solicitor</p>	<p>Signature <i>Sheila Chambers</i> Date of Signature Y M D</p>													
<p>(15) Assessment Roll Number of Property</p> <table style="width:100%;"> <tr> <td>Cty.</td> <td>Mun.</td> <td>Map</td> <td>Sub.</td> <td>Par.</td> </tr> <tr> <td>25</td> <td>26</td> <td>100</td> <td>130</td> <td>04400</td> </tr> </table>					Cty.	Mun.	Map	Sub.	Par.	25	26	100	130	04400
Cty.	Mun.	Map	Sub.	Par.										
25	26	100	130	04400										
<p>(16) Municipal Address of Property 45 Main St. Dundas, Ontario L9H 2P7 <i>11-1401 call</i></p>		<p>(17) Document Prepared by: Timothy Bullock Simpson, Wigle Barristers & Solicitors Box 990, Hamilton, Ont. L8N 3R1</p>												
		<p>FOR OFFICE USE ONLY</p> <table style="width:100%;"> <tr> <th colspan="2">Fees and Tax</th> </tr> <tr> <td>Registration Fee</td> <td>50.</td> </tr> <tr> <td>Land Transfer Tax</td> <td>1025.</td> </tr> <tr> <td>Total</td> <td></td> </tr> </table>			Fees and Tax		Registration Fee	50.	Land Transfer Tax	1025.	Total			
Fees and Tax														
Registration Fee	50.													
Land Transfer Tax	1025.													
Total														

2

**Affidavit of Residence and of Value of the Consideration
Form 1 - Land Transfer Tax Act**

253

Refer to all instructions on reverse side.

IN THE MATTER OF THE CONVEYANCE OF Part of Lot 11, Registrar's Compiled Plan 1401, designated as Part 1 on Deposit Reference Plan 62R-3008,
in the Town of Dundas, Regional Municipality of Hamilton-Wentworth
BY (print names of all transferors in full) 1130579 Ontario Inc.

TO (see instruction 1 and print names of all transferees in full) Cattel, Eaton & Chambers Funeral Home Limited

I, (see instruction 2 and print name(s) in full) Sheila Chambers

MAKE OATH AND SAY THAT:

1. I am (place a clear mark within the square opposite that one of the following paragraphs that describes the capacity of the deponent(s): (see instruction 2))

- ☐ (a) A person in trust for whom the land conveyed in the above-described conveyance is being conveyed;
☐ (b) A trustee named in the above-described conveyance to whom the land is being conveyed;
☐ (c) A transferee named in the above-described conveyance;
☐ (d) The authorized agent or solicitor acting in this transaction for (insert name(s) of principal(s))

☒ (e) The President, ~~XXXXXX~~ Director, or Treasurer authorized to act for (insert name(s) of corporation(s))
Cattel, Eaton & Chambers Funeral Home Limited

☐ (f) A transferee described in paragraph () (insert only one of paragraph (a), (b) or (c) above, as applicable) and am making this affidavit on my own behalf and on behalf of (insert name of spouse) who is my spouse described in paragraph () (insert only one of paragraph (a), (b) or (c) above, as applicable) and as such, I have personal knowledge of the facts herein deposed to.

2. (To be completed where the value of the consideration for the conveyance exceeds \$400,000).

- I have read and considered the definition of "single family residence" set out in clause 1(1)(a) of the Act. The land conveyed in the above-described conveyance
☐ contains at least one and not more than two single family residences. **Note:** Clause 2(1)(d) imposes an additional tax at the rate of one-half of one per cent upon the value of consideration in excess of \$400,000 where the conveyance contains at least one and not more than two single family residences.
☐ does not contain a single family residence.
☐ contains more than two single family residences. (see instruction 3)

3. I have read and considered the definitions of "non-resident corporation" and "non-resident person" set out respectively in clauses 1(1)(f) and (g) of the Act and each of the following persons to whom or in trust for whom the land is being conveyed in the above-described conveyance is a "non-resident corporation" or a "non-resident person" as set out in the Act. (see instructions 4 and 5) none

4. THE TOTAL CONSIDERATION FOR THIS TRANSACTION IS ALLOCATED AS FOLLOWS:

(a) Monies paid or to be paid in cash	\$ 130,000.00
(b) Mortgages (i) Assumed (show principal and interest to be credited against purchase price)	\$ nil
(ii) Given back to vendor	\$ nil
(c) Property transferred in exchange (detail below)	\$ nil
(d) Securities transferred to the value of (detail below)	\$ nil
(e) Liens, legacies, annuities and maintenance charges to which transfer is subject	\$ nil
(f) Other valuable consideration subject to land transfer tax (detail below)	\$ nil
(g) VALUE OF LAND, BUILDING, FIXTURES AND GOODWILL SUBJECT TO LAND TRANSFER TAX (Total of (a) to (f))	\$ 130,000.00
(h) VALUE OF ALL CHATTELS - items of tangible personal property (detail below Tax is payable on the value of all chattels unless exempt under the provisions of the "Retail Sales Tax Act", R.S.O. 1990, c.454, as amended)	\$ nil
(i) Other consideration for transaction not included in (g) or (h) above	\$ nil
(j) TOTAL CONSIDERATION	\$ 130,000.00

All blanks
Must be
filled in.
Insert "Nil"
Where
Applicable.

5. If consideration is nominal, describe relationship between transferor and transferee and state purpose of conveyance. (see instruction 6) n/a

6. If the consideration is nominal, is the land subject to any encumbrance? n/a

7. Other remarks and explanations, if necessary. n/a

Sworn before me at the City of Hamilton
in the Regional Municipality of Hamilton-Wentworth
this 16 day of September 1996

A Commissioner for taking Affidavits, etc.

Sheila Chambers
Sheila Chambers

Property Information Record

- A. Describe nature of instrument: transfer
B. (i) Address of property being conveyed (if available) 45 Main St., Dundas, Ontario
(ii) Assessment Roll No. (if available) 25 26 100 130 0440
C. Mailing addresses for future Notices of Assessment under the Assessment Act for property being conveyed (see instruction 7) 24 Glenmorris Dr., Dundas, Ontario, L9H 1S4
D. (i) Registration number for last conveyance of property being conveyed (if available) VM216220
(ii) Legal description of property conveyed: Same as in D.(i) above. Yes ☒ No ☐ Not known ☐
E. Name(s) and address(es) of each transferor's solicitor Timothy Bullock SIMPSON, WIGLE, Barristers & Solicitors, 21 King St. W., Suite 400, Box 990, Hamilton, Ontario, L8N 3R1

For Land Registry Office Use Only	
Registration No.	
Registration Date	Land Registry Office No.

School Tax Support (Voluntary Election) See reverse for explanation

- (a) Are all individual transferees Roman Catholic? Yes ☐ No ☐
(b) If Yes, do all individual transferees wish to be Roman Catholic Separate School Supporters? Yes ☐ No ☐
(c) Do all individual transferees have French Language Education Rights? Yes ☐ No ☐
(d) If Yes, do all individual transferees wish to support the French Language School Board (where established)? Yes ☐ No ☐

NOTE: As to (c) and (d) the land being transferred will be assigned to the French Public School Board or Sector unless otherwise directed in (a) and (b).

04400 (90-07)

This is Exhibit "P" referred to in the
Affidavit of Walter P. Burych sworn
before me this 25th day of August, 2021.



Alexander Tershakowec
A Commissioner for taking affidavits.



Transfer/Deed of Land

Form 1 - Land Registration Reform Act

A 255

<div>FOR OFFICE USE ONLY</div> <div>U M 2 4 3 0 0 8</div> <div>'98 12 11</div> <div>ii 04</div> <div>New Property Identifiers</div> <div>Additional See Schedule <input type="checkbox"/></div> <div>Executions</div> <div>Additional See Schedule <input type="checkbox"/></div>		(1) Registry <input checked="" type="checkbox"/> Land Titles <input type="checkbox"/>	(2) Page 1 of 3 pages		
		(3) Property Identifier(s) Block Property 17479 - 0003 (R)		Additional: See Schedule <input type="checkbox"/>	
		(4) Consideration NIL - - - - - Dollars \$ NIL			
		(5) Description This is a: Property Division <input type="checkbox"/> Property Consolidation <input type="checkbox"/> Lots 8, 9, 10 & Part Lot 11, Registrar's Compiled Plan Number 1401, designated as Part 1 on Reference Plan 62R-14692, in the Town of Dundas, in the Regional Municipality of Hamilton-Wentworth			
(6) This Document Contains		(a) Redescription New Easement Plan/Sketch <input type="checkbox"/>	(b) Schedule for Description <input type="checkbox"/>	Additional Parties <input type="checkbox"/> Other <input checked="" type="checkbox"/>	(7) Interest/Estate Transferred Fee Simple QUIT CLAIM
(8) Transferor(s) The transferor hereby transfers the land to the transferee and certifies that the transferor is at least eighteen years old and that					
Name(s)		Signature(s)		Date of Signature Y M D	
CATTEL, Wallace Culver - Estate				1998 11 27	
CHAMBERS, John Douglas -				1998 11 27	
PACI, Leslie Thomas - (Estate Trustees)					
(9) Spouse(s) of Transferor(s) I hereby consent to this transaction					
Name(s)		Signature(s)		Date of Signature Y M D	
(10) Transferor(s) Address for Service c/o 179 King Street West, Dundas, Ontario, L9H 1V3					
(11) Transferee(s)					
ELM VILLA RETIREMENT HOMES INC.		Date of Birth Y M D			
(12) Transferee(s) Address for Service 12 Melville Street, Dundas, Ontario, L9H 1Z8					
(13) Transferor(s) The transferor verifies that to the best of the transferor's knowledge and belief, this transfer does not contravene section 50 of the Planning Act					
Signature		Date of Signature Y M D		Signature	
Solicitor for Transferor(s) I have explained the effect of section 50 of the Planning Act to the transferor and I have made inquiries of the transferor to determine that this transfer does not contravene that section and based on the information supplied by the transferor, to the best of my knowledge and belief, this transfer does not contravene that section. I am an Ontario solicitor in good standing.		Date of Signature Y M D		Signature	
Name and Address of Solicitor		Signature			
(14) Solicitor for Transferee(s) I have investigated the title to this land and to abutting land where relevant and I am satisfied that the title records reveal no contravention as set out in subclause 50 (22) (c) (i) of the Planning Act and that to the best of my knowledge and belief this transfer does not contravene section 50 of the Planning Act. I act independently of the solicitor for the transferor(s) and I am an Ontario solicitor in good standing.					
Name and Address of Solicitor		Date of Signature Y M D			
Signature		Signature			
(15) Assessment Roll Number of Property City Mun Map Sub Par MULTIPLE					
(16) Municipal Address of Property 33 - 41 Main Street Dundas, Ontario L9H 2P7		(17) Document Prepared by: Johnson, Ramsbottom & Castle Barristers & Solicitors 11 Sydenham Street P. O. Box 8180 Dundas, Ontario, L9H 5G1		Fees and Tax	
				Registration Fee 50	
				Land Transfer Tax 12.5	
				Total	

WHEREAS by deed dated the 25th day of April, 1967 and
 - registered on the 29th day of June, 1967 as instrument number
 56533AB, Arthur E. Rittinger and Anne Rittinger conveyed the lands
 and premises being Lot 11, Registrar's Compiled Plan 1401 Dundas to
 Wallace C. Cattel and Lorna I. Cattel as joint tenants;

AND WHEREAS the said Lorna Isobel Cattel died on or about the
 6th day of November, 1980;

AND WHEREAS Proof of Death for the said Lorna Isobel Cattel was
 registered on the 6th day of December, 1996 as instrument number
 VM216219;

AND WHEREAS Lorna I. Cattel in instrument number 56533AB is one
 and the same person as Lorna Isobel Cattel named as the deceased in
 Proof of Death certificate registered as instrument number VM216219;

AND WHEREAS the joint tenancy had not been severed;

AND WHEREAS Wallace Culver Cattel died on or about the 25th day
 of February, 1996 and Proof of Death for the said Wallace Culver
 Cattel was registered on the // day of ^{December}~~October~~, 1998 as instrument
 number VM243866 ;

AND WHEREAS a Certificate of Appointment of Estate Trustee With
 a Will for the estate of Wallace Culver Cattel was granted to John
 Douglas Chambers and Leslie Thomas Paci by the Ontario Court
 (General Division) on the 4th day of November, 1996, and was
 registered on the // day of ^{December}~~October~~, 1998 as instrument number
 VM243867 ;

AND WHEREAS Wallace C. Cattel one of the grantees in instrument
 number 56533AB is one and the same person as Wallace Culver Cattel,
 the deceased named in the Certificate of Appointment of Estate
 Trustee with a will registered as instrument number ;

AND WHEREAS the lands and premises owned by the Transferee
 encroach upon part of Lot 11, Registrar's Compiled Plan 1401;

AND WHEREAS the Transferor is the registered owner of that
 part of the said Lot 11 possessed and occupied by the Transferee as
 more specifically defined by Reference Plan 62R-14692 and has agreed
 to quit claim whatever interest it may have in that part of the said
 Lot 11, Registrar's Compiled Plan 1401;

Refer to all instructions on reverse side.

IN THE MATTER OF THE CONVEYANCE OF (insert brief description of land) Lots 8, 9, 10 & Part Lot 11, Registrar's
Compiled Plan 1401, in the Town of Dundas, in the Regional Municipality of Hamilton-
Wentworth, designated as Part 1 on Reference Plan 62R-14692

BY (print names of all transferors in full) ESTATE OF WALLACE CULVER CATTEL

TO (see instruction 1 and print names of all transferees in full) ELM VILLA RETIREMENT HOMES INC.

1. (see instruction 2 and print names) in full MARK L. CASTLE

MAKE OATH AND SAY THAT:

1. I am (Place a check mark within the square opposite that one of the following paragraphs that describes the capacity of the deponent(s)): (see instruction 2);

- ☐ (a) A person in trust for whom the land conveyed in the above-described conveyance is being conveyed;
☐ (b) A trustee named in the above-described conveyance to whom the land is being conveyed;
☐ (c) A transferee named in the above-described conveyance;

☒ (d) The authorized agent or solicitor acting in this transaction for (insert name(s) of principal(s))
ELM VILLA RETIREMENT HOMES INC.

☐ (e) The President, Vice-President, Manager, Secretary, Director, or Treasurer authorized to act for (insert name(s) of corporation(s))
described in paragraph(s) ~~XXXXXX~~ (c) above; (strike out references to inapplicable paragraphs)

☐ (f) A transferee described in paragraph () (insert only one of paragraph (a), (b) or (c) above, as applicable) and am making this affidavit on my own behalf and on behalf of (insert name of spouse) who is my spouse described in paragraph () (insert only one of paragraph (a), (b) or (c) above, as applicable) and as such, I have personal knowledge of the facts herein deposed to.

2. (To be completed where the value of the consideration for the conveyance exceeds \$400,000).

I have read and considered the definition of "single family residence" set out in clause 1(1)(a) of the Act. The land conveyed in the above-described conveyance

- ☐ contains at least one and not more than two single family residences
☐ does not contain a single family residence.
☐ contains more than two single family residences (see instruction 3)

Note: Clause 2(1)(d) imposes an additional tax at the rate of one-half of one per cent upon the value of consideration in excess of \$400,000 where the conveyance contains at least one and not more than two single family residences.

3. I have read and considered the definitions of "non-resident corporation" and "non-resident person" set out respectively in clauses 1(1)(f) and (g) of the Act and each of the following persons to whom or in trust for whom the land is being conveyed in the above-described conveyance is a "non-resident corporation" or a "non-resident person" as set out in the Act. (see instructions 4 and 5) none

4. THE TOTAL CONSIDERATION FOR THIS TRANSACTION IS ALLOCATED AS FOLLOWS:

- (a) Monies paid or to be paid in cash \$ nil
(b) Mortgages: (i) Assumed (show principal and interest to be credited against purchase price) \$ nil
(ii) Given back to vendor \$ nil
(c) Property transferred in exchange (detail below) \$ nil
(d) Securities transferred to the value of (detail below) \$ nil
(e) Liens, legacies, annuities and maintenance charges to which transfer is subject \$ nil
(f) Other valuable consideration subject to land transfer tax (detail below) \$ nil
(g) VALUE OF LAND, BUILDING, FIXTURES AND GOODWILL SUBJECT TO LAND TRANSFER TAX (Total of (a) to (f)) \$ nil \$ nil
(h) VALUE OF ALL CHATTELS - items of tangible personal property (Rated Sales Tax is payable on the value of all chattels unless exempt under the provisions of the "Retail Sales Tax Act", R.S.O. 1980, c.454, as amended) \$ nil
(i) Other consideration for transaction not included in (g) or (h) above \$ nil
(j) TOTAL CONSIDERATION \$ nil

All Dates
Must Be
Filed in
Insert "Nil"
Where
Applicable

5. If consideration is nominal, describe relationship between transferor and transferee and state purpose of conveyance. (see instruction 6)
quit claim is given for the purpose of clearing a cloud on title - no consideration passing

6. If the consideration is nominal, is the land subject to any encumbrance? n/a

7. Other remarks and explanations, if necessary

Sworn before me at the Town of Dundas
in the Regional Municipality of Hamilton-Wentworth
this 2 day of December 1998

A Commissioner for the Affidavits, etc.

Property Information Record

- A. Describe nature of instrument Quit Claim Deed
B. (i) Address of property being conveyed (if available) 33 - 41 Main Street
Dundas, Ontario, L9H 2P7
(ii) Assessment Roll No. (if available) multiple
C. Mailing address(es) for future Notices of Assessment under the Assessment Act for property being conveyed (see instruction 7) 12 Melville Street
Dundas, Ontario, L9H 1Z8
D. (i) Registration number for last conveyance of property being conveyed (if available) not available
(ii) Legal description of property conveyed. Same as in D.(i) above. Yes ☐ No ☐ Not known ☒
E. Name(s) and address(es) of each transferee's solicitor
JOHNSON, RAMSBOTTOM AND CASTLE
11 Sydenham St., P. O. Box 8180
Dundas, Ontario, L9H 5G1

For Land Registry Office Use Only

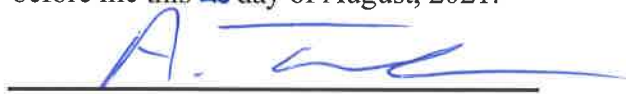
Registration No.	
Registration Date	Land Registry Office No.

School Tax Support (Voluntary Election) See reverse for explanation

- (a) Are all individual transferees Roman Catholic? Yes ☐ No ☐
(b) If Yes, do all individual transferees wish to be Roman Catholic Separate School Supporters? Yes ☐ No ☐
(c) Do all individual transferees have French Language Education Rights? Yes ☐ No ☐
(d) If Yes, do all individual transferees wish to support the French Language School Board (where established)? Yes ☐ No ☐

NOTE: As to (c) and (d) the land being transferred will be assigned to the French Public School Board or Sector unless otherwise directed in (c) and (d)

This is Exhibit "Q" referred to in the
Affidavit of Walter P. Burych sworn
before me this 25th day of August, 2021.



Alexander Tershakowec
A Commissioner for taking affidavits.



Ontario ServiceOntario

LAND
REGISTRY
OFFICE #62

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 1 OF 1
PREPARED FOR wburych01
ON 2021/07/14 AT 06:27:42

17479-0002 (LT)

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

PROPERTY DESCRIPTION: PT LOT 11, REGISTRAR'S COMPILED PLAN 1401, PART 1, 62R3008; DUNDAS CITY OF HAMILTON

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE

LT CONVERSION QUALIFIED

RECENTLY:

FIRST CONVERSION FROM BOOK

PIN CREATION DATE:

1997/01/27

OWNERS' NAMES

CATTEL, EATON & CHAMBERS FUNERAL DIRECTORS LIMITED

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
EFFECTIVE 2000/07/29 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 **						
**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:						
SUBSECTION 44 (1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES -						
AND ESCHEATS OR FORFEITURE TO THE CROWN.						
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.						
ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.						
**DATE OF CONVERSION TO LAND TITLES: 1997/01/27 **						
NOTE: THIS PROPERTY WAS RETIRED ON 2005/02/13. THIS PROPERTY IS NOW CONSOLIDATED INTO THE FOLLOWING PROPERTY: 17479-0151						
H1109987	1959/11/23	BYLAW				C
62R3008	1976/06/02	PLAN REFERENCE				C
VM234238	1996/09/17	TRANSFER	\$130,000		CATTEL, EATON & CHAMBERS FUNERAL HOME LIMITED	C
WE291805	2005/02/17	APL CH NAME OWNER		CATTEL, EATON & CHAMBERS FUNERAL HOME LIMITED	CATTEL, EATON & CHAMBERS FUNERAL DIRECTORS LIMITED	C
WE291807	2005/02/17	APL CONSOLIDATE		CATTEL, EATON & CHAMBERS FUNERAL DIRECTORS LIMITED		C

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.

This is Exhibit "R" referred to in the
Affidavit of Walter P. Burych sworn
before me this ^{25th} day of August, 2021.



Alexander Tershakowec
A Commissioner for taking affidavits.



A. J. Clarke and Associates Ltd.

SURVEYORS • PLANNERS • ENGINEERS

August 16, 2021

Walter P. Burych

Burych Lawyers

204 - 89 Queensway West

Mississauga ON L5B 2V2

RE: 33 Main Street Dundas, Dundas Retirement Home

This letter is in response to your question to me in your July 14th email and in our subsequent telephone conversations on July 14th and 19th wherein you asked that I confirm the south limit of Part 1 on Plan 62R-14692, in the area of Lot 11 Registrars Compiled Plan 1401, was re-established in the same location as the north limit of Part 1 on Plan 62R-3008 and that there is no gap or overlap between the 2 limits.

In performing our research for this file we obtained copies of Plans 62R-3008 and 62R-14692.

Plan 62R-3008 was deposited in the Land Registry Office on June 2, 1976. The plan was prepared by Sidney W. Woods Inc. (Engineers & Surveyors) from Hamilton. The Surveyors Certificate on the plan was signed by L.G. Woods, O.L.S.

Plan 62R-14692 was deposited in the Land Registry Office on August 25, 1998. The plan was prepared by L.G. Woods Surveying Inc., Professional Land Surveyors from Dundas. The Surveyors Certificate on Plan 62R-14692 was also signed by L.G. Woods, O.L.S.

For context, it should be noted that Sidney W. Woods Inc was established by Sidney Woods. The responsibility of the company was subsequently passed onto Sidney's son, Lawrence G. Woods. In and around 1990 the firm and survey records were sold to J.D. Barnes Limited. Lawrence started L.G. Woods Surveying Inc. in Dundas ca. 1992. He is no longer practicing surveying. Eric Salzer, O.L.S. is in possession of all the survey records of L.G. Woods Surveying Inc. up to the time Lawrence stopped practicing.

I was able to obtain copies of survey notes from J.D. Barnes Ltd. which appear to be prepared for the purpose of preparing Plan 62R-3008. However, when you review them relative to Plan 62R-3008 they don't appear to be the full set of field notes. I have confirmed from J.D. Barnes Ltd. that the notes provided were all the notes in their possession for this survey. The copies of the field notes provided to me from Eric Salzer, O.L.S. for Plan 62R-14692 also don't appear to be the full set of field notes for the survey.



This leaves one to evaluate the information on the field notes (which may be incomplete) along with the information shown on the face of the two plans to confirm whether the two segments (an eastern segment and western segment) forming the common boundary between Part 1, Plan 62R-3008 and Part 1, Plan 62R-14692 (heretofore referred to as the subject limit), in the area of Lot 11, were re-established in the same location.

During our telephone conversation on July 14th I indicated that if one was to compare the angular relationship between the two segments forming the subject limit shown on Plan 62R-14692 with the angular relationship between the two segments forming the subject limit shown on Plan 62R-3008 they would be different. I also stated that the comparison between the limits could not be reviewed solely on the angular relationships and that one should review all the information on the plans along with the information on the field notes to see if there is any specific information, or evidence, included, or shown, that would confirm the surveyor re-established the two segments of the subject limit on Plan 62R-14692 in the same location as the two segments of the subject limit shown on Plan 62R-3008.

Although the field notes don't confirm it, Plan 62R-3008 suggests round iron survey bars were set at the ends of the eastern segment and there was a fence on line between the survey bars. According to the plan there was no survey bar set at the intersection of the western segment with the limit of Main Street. For this western segment there is a notation shown in the detail on the plan that states the southwest corner of the dwelling known as No. 41 Main Street is on line.

Both Plan 62R-14692 and the field notes for the survey indicate that the round iron survey bar, set while performing the survey for Plan 62R-3008 at the eastern extremity of the eastern segment, was found while performing the survey. There is no suggestion in the notes, or on the plan, that the round survey bar had been disturbed since being set by 62R-3008. The fence that existed along the eastern segment, when the survey for 62R-3008 was performed, has been replaced by a concrete retaining wall. Plan 62R-14692 indicates the corner of the wall at the west end of the concrete retaining wall is on line. Although there is no specific information in the field notes to confirm it, one could postulate that L.G. Woods evaluated the line between the found round iron bar and the corner of the wall and found it to be in the same location as the fence shown on Plan 62R-3008.

Plan 62R-14692 indicates a round iron bar was found at the intersection of the eastern limit of Main Street and the western segment of the subject limit. According to the plan the origin of this round iron bar is unknown. Similar to Plan 62R-3008, Plan 62R-14692 indicates that for the western segment of the subject limit the southwest corner of the dwelling known as 41 Main Street is on line. Again, although there is no specific information in the field notes to confirm it, one could postulate that L.G. Woods may have used the found round iron bar and the corner of the dwelling in an attempt to re-establish the western segment of the limit in the same location as shown on Plan 62R-3008.

It should be noted that when performing the survey for Plan 62R-14692 the plan suggests L.G. Woods measured the same lengths for the 2 segments forming the common boundary that are shown on Plan 62R-3008.



Given the field notes were evaluated by, and both plans were prepared and certified by the same Ontario Land Surveyor, L.G. Woods, it's reasonable to conclude that while performing the survey for 62R-14692 L.G. Woods re-established the two segments forming the subject limit in the same location as Plan 62R-3008 and there is no gap or overlap between the two limits.

Yours truly,

B.J. Clarke B.Sc., O.L.S., C.L.S.
A.J. Clarke & Associates Ltd.

TAB 2E

APPENDIX “E”

**In the Matter of the Receivership of
Dundas Retirement Place Inc., Maple Retirement Homes Inc. and 1059422 Ontario Inc.
Statement of Receipts and Disbursements
As at Aug 20, 2021**

	Total	Dundas	Maple	Northview
	(\$)	(\$)	(\$)	(\$)
Receipts				
Funds held on Deposit on Date of Appointment	53,500	20,196	11,342	21,962
Deposits from Tenants	1,324,362	563,026	350,743	410,593
Subsidy from the City of Hamilton	187,154	-	14,806	172,348
Province of Ontario - ORCA	73,341	26,617	22,278	24,447
CEBA Loan	60,000	20,000	20,000	20,000
Expense reimbursement- City of Hamilton	33,400	-	11,000	22,400
RHRA crisis support	49,298	34,033	-	15,265
Transfer from Trust	24,669	19,158	200	5,311
Funds received from Guarantor	200,644	200,644	-	-
Advance from Purchaser	500,000	500,000	-	-
Total Receipts	2,506,368	1,383,673	430,369	692,325
Disbursements				
Payroll	892,052	295,963	249,855	346,234
Subcontractors	355,934	270,502	15,878	69,554
Food	196,818	96,748	32,503	67,568
HST (non refundable)	84,463	57,239	6,914	20,310
Repairs	85,253	34,833	23,188	27,231
Utilities	86,676	51,928	10,589	24,158
Vice President- Salary and reimbursements	46,085	45,000	1,085	-
PIN Money Withdrawals	27,734	1,353	5,000	21,381
Insurance	25,269	3,911	18,251	3,107
PPE	22,847	6,306	3,051	13,489
Communications	25,009	21,390	2,767	852
Employee Expenses (Administrator)	21,794	16,638	1,138	4,019
License fees	10,349	4,286	2,613	3,450
Furnace replacement	9,763	-	-	9,763
Snow removal	7,200	2,400	2,400	2,400
Office	5,110	49	28	5,033
Building condition assessment	-	16,050	-	-
Lease payment	9,281	6,637	2,087	557
Security	4,523	1,145	-	3,378
Bank Charges	2,839	928	873	1,037
Washer	350	-	-	350
Credit card fees	213	-	106	106
Filing fees	215	72	72	72
Transfers within RBC	-	-	-	-
Internal transfers	-	(27,000)	23,000	4,000
Total Disbursements	1,935,824	906,378	401,398	628,048
Excess of Receipts over disbursements	570,543	477,295	28,971	64,277
Less: Funds on Deposit	500,000			
Funds available for Operations	70,543			

TAB 2F

APPENDIX “F”

Court File No. CV-21-00661132-00CL

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

BETWEEN:

BUDUCHNIST CREDIT UNION LIMITED

Applicant

- and -

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

Respondents

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

AFFIDAVIT OF SHELDON TITLE
(Sworn August 26, 2021)

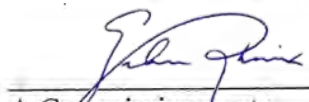
I, Sheldon Title, of the City of Richmond Hill, in the Province of Ontario,

MAKE OATH AND SAY AS FOLLOWS:

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

3. The Receiver has prepared one Statement of Account in connection with its appointment as Receiver detailing its services rendered and disbursements incurred for the period March 1, 2021 to the July 31, 2021. Attached hereto and marked as Exhibit "A" to this my Affidavit is the Statement of Account. The Statement of Account is currently issued in draft for internal accounting purposes only.
4. The average hourly rate in respect of the account is \$353.86.
5. The fees provided herein do not include the fees of MNP LLP, in its capacity as Consultant to the Receiver, which fees are a disbursement incidental to the administration of the receivership. MNP Ltd. is the corporate restructuring division of MNP LLP.
6. I hereby confirm that the information detailed herein and attached accurately reflects the services provided by the Receiver in these proceedings and the fees and disbursements claimed by it.
7. This affidavit is sworn in support of a motion to, *inter alia*, approve the costs of administration, and an interim taxation of the Receiver's accounts and for no other or improper purpose.

SWORN before me via videoconference
this 26th day of August, 2021.


A Commissioner, etc.

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SHELDON TITLE

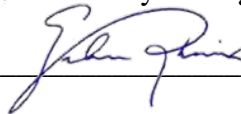
Attached is Exhibit "A"

Referred to in the

AFFIDAVIT OF SHELDON TITLE

Sworn before me via videoconference

This 26th day of August 2021



Commissioner for taking Affidavits, etc.

Invoice

Invoice Number : 0

Client Number : 0837410

Invoice Date : Aug 25 2021

Invoice Terms : Due Upon Receipt

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

For Professional Services Rendered :

For services related to the Receivership 1059244 Ontario Inc. (Northview
Seniors Residence, Dundas Retirement Place and Maple Retirement Homes
Inc.) for the period ending July 31, 2021. 267,979.75

Harmonized Sales Tax : 34,837.37

Total (CAD) : 302,817.12

HST Registration Number : 121882955 RT 0001

Invoices are due and payable upon receipt. A service charge of 1.5% per month (19.56% per annum) will be added to any invoice not paid within 30 days of billing.

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

ACCOUNTING › CONSULTING › TAX
111 RICHMOND STREET WEST, SUITE 300;
TORONTO ON; M5H 2G4
P: (416) 596-1711 F: (416) 596-7894 www.MNP.ca

Date	Professional	Working Hours	Rate	Notes
01-Mar-2021	Akhil Kapoor	1.00	375.00	1) Email communication with Cleaning House re receipt of their invoice for Dundas2) Receipt of expense report from Shannon and asking her to share invoice copies if available. Receiving back ups and consolidating with the report.3) Receipt of Bell computation for the Homes (to be reviewed)4) Receipt of Montgomery time sheet and Montgomery fire report for 2019, following up with Shannon for NV time sheet5) Receipt of Montgomery payroll from Mike and glancing through the same6) Discussion with Anthony re rat infestation at MG home, related discussion with Apollo and requesting them to provide formal quote
01-Mar-2021	Akhil Kapoor	2.00	750.00	1) Emails with S. Title re insurance application and forwarding them to admins for discussion2) Emails with Ryan re internet issue and connecting with Cogeco to resolve them. Multiple emails and calls to resolve but the account was current and no payment was due so it appeared to be service call only3) Discussion with S. Rivet re covid vaccination for staff, DDK to commence work among others4) Discussion with all admins re posting of notice on the walls5) Email comm with Anthony re follow up for 2019 Fire inspection report. asked him to resend as he believed that he had already sent it6) Email comm with Cleaning House re order confirmation for Dundas7) Discussion with Mike re property tax items, outstanding cheques and payroll for Dundas and Montgomery (pending)8) Discussion with Bell re calls and email re Bell Accounts at the Homes and requesting for updated invoices for Post Receivership Period9) Receipt of Dundas payroll and timesheet and glancing through it10) Receipt of rent roll for March as on date and glancing through it
01-Mar-2021	Akhil Kapoor	.60	225.00	1) Email comm with S. Title re invoice from Reliance for NV, security invoice for NV and discussion re deactivation of service by Cogeco at Dundas. Also discussed laptop purchase/available from office for Dundas (to discuss in the call with Ryan) and emails re Mike's remuneration2) Sharing rent rolls with Joe (Seniors) for Jan 2021 and related discussions3) email comm with the 3 admins to provide certain info required by Seniors4) Following up with DDK to commence work at NV for furnace replacement

01-Mar-2021	Akhil Kapoor	1.00	375.00	1) Discussion re to dos in RH today- Data for seniors, rent receipts, townhall planning, data requirements for Mike for Sale Process and Property tax review among others2) Email comm with Walker re certain queries before commencing work for flushing of drains3) Sharing information with Joe (Seniors), keeping his email size limit in mind- Appraisal reports, rent roll, subsidy agreements and payroll (to be continued)
01-Mar-2021	Akhil Kapoor	1.00	375.00	1) Review of Fire inspection reports and sharing with Seniors2) Review of utilities for the Homes for 2019 and 2020 and sharing with Seniors3) Email comm with Anthony re scheduling Apollo's visit to review the rooms as well to verify the requirement of a pest prevention services4) Discussion with S. Title re RHRA extension, Sale process, arrangement with new GM for the Homes among others5) Email comm with Joe (Seniors) re their requirement list6) Discussion with Cogeco team re services yet to be restored at Dundas. Informing them that the payment was made on Feb 16 so there is no reason for disconnection7) Email comm with Mike re certain open matters
02-Mar-2021	Akhil Kapoor	1.60	600.00	1) Email comm with S. Rivet re cheque for Argus. informing her about date of sending the cheque to them2) Discussion with S. Title re checklist to be prepared for RHRA, Public Health and City of Hamilton regarding various dates and timelines3) Discussion with Sarah from Consulting team re preparation of checklist for the purpose of updating the new GM and setting up a call to discuss and update that checklist4) Discussion with S. Title re payroll records, call with Mike, status of other retirement homes, action items for today5) Discussion with Mike re updated rent roll, outstanding cheques, reqd of rent roll for NV for 20206) Receipt of bank report and forwarding the same to Mubeen to update and to prepare SRD as at Mar 17) Email comm with Ryan re internet service reactivation, insurance document, sale process information8) Receiving, reviewing and sharing updated rent roll for Feb 2021 with Seniors room (information reviewed but it is not appropriate)

02-Mar-2021	Akhil Kapoor	1.50	562.50	1) Updating Property tax documents folder as per the requirement by MNP Property tax team- rent roll and financials (to be continued)2) Discussion with Sheila re Reliance and requesting her to wait for a day to prepare the req. as there are a few queries in their invoice3) Discussion with S. Rivet re pending misc repairs and enquiring whether the maintenance person has completed those repairs as they are required by RHRA4) Discussion re DDK bill for furnace repair at Dundas5) Discussion with Mike re certain data items re property tax review and sale process. Also follow up with admins for data required by Seniors6) Email comm with Cogeco confirming the payment received and creation of 2 accounts7) Receipt of invoice from Pasword for NV and reviewing the charges8) Email comm with Ryan and Walker re setting up for the grease trap service scheduled on Wednesday/Thurs9) Confirmation re NV furnace replacement on Wed, delivery of furnace at NV10) Email comm re RHRA requirement of certain info for Dundas
02-Mar-2021	Akhil Kapoor	1.10	412.50	1) Review of payroll for Mar 5 payout incl. maintenance person salary from NV2) Review of rent roll for Feb 20213) Review of rent roll for Mar 2021 (collections till Mar 1)4) preparation of bank analysis with inputs - balance as at Mar 1 2021 for accounts held by Mike (incl. Trust accounts) and MNP, outstanding cheques as on date, payroll to be paid on Mar 5 and available balance as on date. Sharing the sheet with S. Title for review
02-Mar-2021	Akhil Kapoor	.50	187.50	1) Arranging property tax review information for the 3 Homes- rent rolls from 2017 to 2020 for Dundas and selected rent roll for other Homes. In addition, financials for 2014 till 2019 are also arranged/carved out from other information and saved all info in Property tax folder. Also noting down that CVA Assessment notice is not available.2) Sharing the required info with S. Title
02-Mar-2021	Akhil Kapoor	.80	300.00	1) Email comm with Ryan re his expense report, understanding that the same has been approved and following up with S. Ayer for cheque issue.2) Revising the projections to incl. Apollo and certain other expenses, updating the individual tabs and consolidated tab of the projections and sharing with S. Title for review3) Email comm with S. Ayer re Ryan and other expenses approved but not paid yet 4) Email comm with DDK re commencing work at Northview and procuring the furnace from the supplier 5) Email comm with S. Rivet re Argus payment

02-Mar-2021	Akhil Kapoor	.60	225.00	1) Communication with Vincent (Vestacon) re update on Furnace and boiler at the 2 homes and explaining him that the quotes provided by him are 30% higher2) Email comm with S. Rivet and Ryan re draft insurance forms3) Emails and discussion with Cogeco re creation of Dundas and Northview new accounts, explanation for temporary deactivation of Dundas account and informing the collections team about the status and the fact that the payment for the invoices recvd so far has been made
02-Mar-2021	Jim Guo	.50	74.00	chq req
02-Mar-2021	Mubeen Ghouri	.20	39.00	Updated march 1 bookkeeping
02-Mar-2021	Patricia Ball	.20	33.20	input cheque requisition
02-Mar-2021	Sheldon Title	1.30	767.00	call with Springstead on sale of homes, provision of additional services, etc.; call with Russell of Staff Relief after email with Ryan Anderson; call with Donna Ballentyn of Pinchin and email to Springstead on preliminary findings on building condition assessment; call with Rafik (pharmacist) on status; email to Vidic of City of Hamilton on Dundas boiler issue; receipt of letter from RHRA demanding production of documents relating to incidents/policies, email to Cliff to coordinate gathering of documents
03-Mar-2021	Akhil Kapoor	1.50	562.50	1) Discussion with S. Title re RHRA item list to be sent today and Cliff to discuss with Ryan, also discussed Property tax items and other action items for today2) Discussion with Ryan re sink and misc items (and who is going to come to repair) to be purchased and confirmation on Apollo and Peel In Home invoice3) Call with S. Rivet re furnace replacement work, PPE, vaccination, required repairs by RHRA and informing them about the completion of repairs among other matters4) Confirmation with S. Rivet re completion of furnace replacement, scheduling the tile repair work and noting other pendency- removal of fish tank5) Discussion re requirement of virox and taking quotes from Cleaning House6) Discussion with Anthony and receipt of his expense report and Direct deposit forms (except 1) through fax7) Email comm with Wolter re quote for Northview repair of the 5 broken tiles
03-Mar-2021	Akhil Kapoor	.20	75.00	1) updating S. Title about Dundas's queries re recruiting a PSW from one of the agencies, GM's office to be created at Dundas among others2) Discussing and reviewing the three invoices received from an agency

03-Mar-2021	Akhil Kapoor	1.20	450.00	1) Call with Anthony to discuss RHRA matters- bed bugs, screening, care plans, PPE stock, tile work status, DDF (and pending ones), dryer delivery and installation on Thurs among others2) Discussion with Ryan re Glenbriar pending invoices, Public health requirements- sink, other repairs, PSW requirement and opportunity to hire someone from agency, new GM infra requirement at Dundas, PPE, laptop requirement, Pinchin status, checklist of items - RHRA, City and Public Health and action items for Dundas3) Following up with admins for info requirement of Seniors4) Sharing NV 2020 rent roll with Seniors as it was received today5) Reviewing Cleaning House order for NV and approving it6) Updating Bank balance analysis as at Mar 2 and sharing with S. Title7) Email comm with Doug re completion of work at NV and scheduling him for Mgomery on Mar 158) Confirmation on payment to Glenbriar due to urgency9) Discussion with Mike re admin expenses, informing Anthony to provide expense reports in the prescribed format
03-Mar-2021	Akhil Kapoor	1.50	562.50	1) Email comm with Cogeco re the 2 accounts, email with Bell re receipt of computation and informing them that we will revert by Thursday2) receipt of updated PPE from Shannon and reviewing it3) Receipt of invoice from PW along account statement and reviewing it. Also informing S. Rivet and PW that the payment have been made for their invoices4) Receipt and review of other invoices-Hal Brant, Bell, Flanagan, Staff relief5) Receipt and review of Northview rent roll 2020 and sharing with Seniors as well6) Call with Glenbriar (Dundas), explaining them the nature of receivership, our role, also informed that they will receive cheque for their invoices early next week and instructed them to send us an invoice copy every month. Also, getting the bank req approved on urgent basis for cheque processing
03-Mar-2021	Patricia Ball	.10	16.60	input cheque requisition
03-Mar-2021	Sheila Ayer	1.25	211.25	AP; Northview, Dundas, Maple cheque requisitions
03-Mar-2021	Sheldon Title	.30	177.00	review of notice of motion for Hamilton court attendance, call with Phoenix to advise Commercial List accepted appt; email from Vidic (City of Hamilton) on March 2nd inspection
03-Mar-2021	Sheldon Title	1.10	649.00	call with Burych/Wilson (1 hr); email GM's CV to Wilson and respond to email on funding

04-Mar-2021	Akhil Kapoor	.30	112.50	1) Discussion with Anthony re installation of dryer and his expense reports2) Discussion re receipt of Enbridge invoices3) Email comm with S. Ayer re call with Forte and processing their unpaid invoices on priority tomorrow
04-Mar-2021	Akhil Kapoor	.40	150.00	1) Discussion with Ryan re agency from which he is planning to hire a PSW and related details. Discussion with S. Title about its eligibility and other details2) Discussion with S. Title re DDK invoice for NV3) Email comm re requirement of SRD for all the Homes dated Mar 3 2021 (to be prepared)4) Arranging and sharing available information with Property tax team
04-Mar-2021	Akhil Kapoor	2.50	937.50	1) Review of Northview, Dundas and Montgomery bank activity tracker for accounts held by Company, making necessary changes, reconciling certain items and preparing a summary2) Review of bank account extracted from Ascend for the 3 homes, preparation of summaries of the activities (R&D).3) Consolidated the 2 bank trackers- Company and MNP for the period Dec 23 2020 till Mar 3 2020 for the 3 homes4) Sharing the final version with S. Title for review5) Discussion with Mubeen and advising him to prepare SRD next time and sharing the docs prepared this time6) Call with Forte Produce to discuss certain aspects of receivership and future orders
04-Mar-2021	Akhil Kapoor	1.50	562.50	1) Discussion with S. Rivet re DDF, timeline to transition to ADP, overtime policy, current payment structure and what needs to be carried forward to ADP upon transition of payroll. 2) Discussion with Forte Produce re receivership proceedings, Pre and post invoices, pending invoices, payment timelines and other matters. Receipt of multiple unpaid invoices from them (to be reviewed)3) Updating Anthony about the boiler repair scheduled for Mar 154) Discussion with S. Title re recruitment of a PSW from an agency and related issues5) Discussion with S. Title re new GM, related discussions with BCU and preparation of SRD today6) Receipt of revised cleaning house invoice on account of change in order. Verifying with S. Rivet as the quote and final invoice are different.7) Discussion with S. Title and S. Ayer re Flanagan's orders and payments8) Receipt of Bank report, reviewing it and requesting Mubeen to update it9) Scheduling a call with Sarah re to discuss the open item checklist (RHRA, City, Public Health among others) on Friday, Mar 5

04-Mar-2021	Akhil Kapoor	1.40	525.00	<p>1) Review of insurance forms filled by Shannon and Ryan2) Call with S. Rivet to discuss the missing items in the insurance form3) Further review of NV form, attaching schedules and sharing with S. Title for onward submission to insurance company4) Review and completion of Dundas insurance form (to be continued)5) Receipt of Enbridge invoices6) Detailed review of Orkin invoices- Jan and Feb 2021 and enquiring with S. Rivet about the validity of the services and invoices. The invoices appear high but Shannon confirmed that it will reduce gradually over a period of time</p>
04-Mar-2021	Sheldon Title	2.00	1,180.00	<p>learn of hold on Flanagan order, call to Craig Sifton at Flanagan and email to confirm Sifton resolved issue; call with Staff Relief; further call with Staff Relief after email from Ryan Anderson relating to nurse's "med error"; email exchange between Anderson and Rafik also addressing mislabeling of pharmaceutical product; lengthy call with Anderson on Staff Relief related issue/pharmacist issue/general; follow up email on status of insurance; email to Perna at RBC authorizing transfer of funds between accounts; review 14 cheque requisitions and authorize 12 of them and forward for processing; email with Desrene at Peel in Home to respond to her call and email; email to Sifton at Flanagan to confirm payment released</p>
05-Mar-2021	Akhil Kapoor	1.20	450.00	<p>1) Discussion with S. Ayer and S. Title re certain invoices from vendors2) Discussion with Mike and Mubeen re rent reversal due to NSF 3) Review of latest rent roll of the Homes and outstanding rent to be collected as at Mar 5 4) Email comm with S. Rivet re requirement of mattress which is to be discussed with Mike 6) Email comm with Anthony re his expense report 7) Call with S. Rivet and Doug re additional repairs required at Home to avoid leaking in a few rooms</p>

05-Mar-2021	Akhil Kapoor	2.50	937.50	1) Review of all Forte invoices (more than 30), marking all invoices to be paid in an excel sheet for better tracking for the 3 Homes. Sharing the summary and the invoices to be processed for payment2) Discussion with S. Dionne (MNP Consultancy team) re detailed checklist to be prepared to update GM about all the existing issues re repairs, RHRA, City, Public Health among others and also incl. the key activities and tasks conducted so far from the date of receivership3) Discussion re updated tracker which records all the invoice payments and weekly discussion on vendor invoice management4) Discussion with S. Title re ADP agreement, issues at Dundas re staff, overtime computation for employees5) Discussion with S. Rivet re overtime/stat pay and the necessary corrections required 6) Email comm re bank balance reported by RBC7)
05-Mar-2021	Akhil Kapoor	1.20	450.00	1) Discussion with S. Ayer about previously paid Forte invoices to ensure there is no duplicate payment2) Email comm with Bell and Anthony re retrieving their Bell invoice and noticing that previous payments made have not adjusted (to communicate with Bell team to resolve)3) Discussion with S. Rivet re cleaning house items, change in order, revised communication with Cleaning House for order confirmation, quote for Oxivir Wipes and confirming the order to be delivered next week4) Receipt of certain invoices from Mike which are received by him5) Discussion re fax line not working at Dundas with Mike and Ryan6) Enquiring with Alectra for pending Mgomery invoice7) Discussion re Apollo pest inspection at Montgomery
05-Mar-2021	Mubeen Ghouri	.25	48.75	Update bookkeeping to march 4
05-Mar-2021	Sheila Ayer	.75	126.75	AP; Nothview, Dundas, Montgomery cheque requisitions, comms w/ A. Kapoor re payment status
05-Mar-2021	Sheldon Title	.40	236.00	call with Rochelle Harbour of RHRA (.2); call with Rob Handleman re: medications issue;
05-Mar-2021	Sheldon Title	1.60	944.00	send SRDs to Tom Wilson; call to Levy to map out timelines for process; call with Tom Wilson; call with Yvonne after confirming with Tom to move forward with her as GM; emails to RBC re: transfer of funds and tracing of proceeds
06-Mar-2021	Akhil Kapoor	.20	75.00	1) Email comm with Mike re bank activity for previous day and discussion with Mubeen to update the bank activity tracker. Also, advising him on changes made in tracker2) Email comm with S. Title re updating bank balance, to discuss some balance from Co accounts to our accounts and the issue of correct balance not appearing in our bank account after the transfer made this week

06-Mar-2021	Sheldon Title	.30	177.00	email to Yvonne the revised contractor agreement; memo of my discussion with RHRA (Rachelle Haber) and email to Cliff Trollope, Sarah and Akhil
07-Mar-2021	Akhil Kapoor	.40	150.00	1) Email comm with S. Title re overtime/Holiday/Stat pay issues at the Homes and related issues, communication with Mike and ADP required2) Email comm re another furnace issue at Northview and related discussion with S. Rivet3) Discussion re scheduling employee and resident meeting in the next 2 weeks
07-Mar-2021	Sheldon Title	.30	177.00	review of ADP agreement and question to Bazian
07-Mar-2021	Sheldon Title	.10	59.00	bank rec review
08-Mar-2021	Akhil Kapoor	2.50	937.50	1) Discussion with S. Rivet re Furnace issue of Saturday and confirmation that is working fine.2) Discussion with S. Rivet re payroll processing for Mar 20- Company/ADP and related issues3) Review of updated rent roll for Dundas and Mgomery4) Email with S. Title and Bert Vis re quote for NV tile repair, completion of work at Mgomery and commencement of work at NV5) Email comm with Mubeen re heads up to delegate him vendor invoice management (to be discussed in detail)6) Following up with Ryan re insurance doc and a detailed call with him to discuss the missing items7) Discussion with Ryan re certain clean up required and kitchen faucet to be changed8) Attaching certain schedules and sharing final insurance applications with S. Title for review and onward submission9) Discussion with Trina re Enbridge invoice received. 10) Following up with Mike re Insurance policy information. 11) Updating S. Title about CRA call and information to be provided 11) Emails with S. Title
08-Mar-2021	Akhil Kapoor	.40	150.00	1) Review of Bell computation received from their team for Dundas and Northview2) Nothing that the date of receivership is not correct (Dec 13 instead of Dec 23).3) Preparing a lost of pointers and queries and sharing with Bell team. Also requesting them to make a few changes and share revised invoices. Also, provide their mailing address
08-Mar-2021	Akhil Kapoor	.50	187.50	1) Email comm re work required to be done by Vestacon for ramp repair and understanding its nature,2) Calls with Trina and emails with S. Title re new invoices received from DDK and Barbers and Enbridge3) Emails re insurance application completion4) Email comm re Ryan's email on Staff relief and noting down a few points for discussion on Wednesday (incl. his back up plan)

08-Mar-2021	Akhil Kapoor	.70	262.50	1) Call with CRA representative re Trust examination requirements - i) payroll records for 2020 showing CPP, EI, Tax ii) bank records iii) T4 and T4 summary iv) sample employees docs v) list of payables among others. Also discussed, how to obtain online access of CRA account, payroll processing and transition and related matters.2) Email comm with Patty (Cleaning House) re order for NV3) Discussion with S. Title re timeline to hold a meeting with the residents/employees, ADP agreement, invoice payments among others
08-Mar-2021	Sheldon Title	.30	177.00	processing of cheque requisitions, coordinate site visit for Seniors Housing to take pictures; text messages with Levy on same;
08-Mar-2021	Sheldon Title	.40	236.00	approve requisitions, email to/from Ryan on Will (Staff Relief) and Vestacon; email to Wolter Vis on carpet; email from RBC resolving transferred funds and further approvals of cheque requisitions
08-Mar-2021	Trina Burningham	.50	71.50	Bank cheque requisition drafted; Call with A. Kapoor re: previous month's bill; Ascend lookup; Emailed draft to S. Title for review and approval.
09-Mar-2021	Akhil Kapoor	2.00	750.00	1) Email comm with S. Rivet re requirement of service man for the washer/dryer2) email comm with S. Title re updated bank balance, RBC account issue resolution3) Discussion with Mike re outstanding cheques, bank statement, CRA review requirements, their invoice among others4) Review of bank statement and forwarding to Mubeen for update5) Preparation of bank balance analysis as at Mar 8 2021, incorporating bank balances as per Company and Receiver accounts, outstanding cheques. Also identified the balance that can be transferred from Co to receiver accounts and shared the workings with S. Title. Notified S. Title about the rent and region subsidy yet to be received as on date6) Email comm with Trina re certain invoices sent to S. Title for processing and way forward to maintain the pending invoice folder7) Email comm with Forte re their invoices pending to be processed and assuring them they will be paid by next week8) Discussion with Shannon and Ryan re repairs reqd as per City's order, pending repairs and updating S. Title about them
09-Mar-2021	Akhil Kapoor	.50	187.50	1) Email comm with ADP (Chase Marshall) for a few clauses in the contract and following up for next steps2) Review of invoices received from Ryan and saving it in the folder for later processing3) Email re S. Title to Bert vis re status of work, commencing work at NV and other matters4) Confirmation from S. Title on MGomery fire services5) Discussion re rent pending to be collected at the Homes

09-Mar-2021	Akhil Kapoor	2.00	750.00	1) Email comm with Anthony re issues about vaccination, Fire inspection, tile work completion, pest prevention among others2) Email comm with S. Title re involving Regal Fire for MG fire inspection3) Emails with cleaning house re their outstanding invoices and assuring them that the payments have been made to them last week4) Email comm with Mike re invoices received by him for processing5) Checking with S. Title for payment approval for Cleaning House and Forte (also checked with Trina) and related discussions6) Discussion with Trina re mistake in Montgomery Bank ref for Forte and rectifying the same before forwarding to S. Title for review and approval. Also, directing Trina to forward certain bank reqs for payment after Sheldon's approval7) Email comm re email from Collect Link representing TD8) Discussion re ADP agreement clause re limited liability (to be discussed with ADP)9) Discussion with S. Title and Mike re NV Insurance document and addl info provided by Mike
09-Mar-2021	Sheldon Title	.20	118.00	finalize Yvonne's agreement and forward signed version to her; finalize listing agreement for Trina to mark up and return to Joe Levy
09-Mar-2021	Sheldon Title	.10	59.00	approval of cheque requisition
09-Mar-2021	Sheldon Title	2.50	1,475.00	report preparation/communications with Joe Levy
09-Mar-2021	Trina Burningham	.40	57.20	Forwarded approved bank requisition to P. Ball; Revised bank requisition; Emailed to S. Title for approval; Saved copy to directory.
09-Mar-2021	Trina Burningham	.25	35.75	Bank cheque requisition drafted and emailed to S. Title for approval.
10-Mar-2021	Akhil Kapoor	2.00	750.00	1) Discussion with Mike re NSF cheques2) Call with CRA re POC to be submitted by them3) Email comm with S. Title re Barber's quote, to discuss certain items with Ryan in today's call, other issues at Dundas4) Email comm with ADP re the limitation of liability clause and discussion with S. Title about it5) Call with Ryan re issues at Dundas Home, purchase requirements, hiring and implementing Staffing plan, townhall planning among others6) Call with Anthony re issues at Montgomery, vaccination, townhall planning, bed bugs prevention, fire inspection, care plan among others7) Email comm with Bell re invoices received from them for Dundas and NV and requesting to share Montgomery invoices8) Email comm with ADP and S. Title re going ahead with ADP and agreeing to their limitation of liability clause9) Email comm with Ryan re quote for junk removal10) Email comm with Cleaning House re requesting discount on items to be delivered at Dundas and receiving revised quote 11) Discussion with S. Dione re PPE inventory and other related matters for the Homes

10-Mar-2021	Akhil Kapoor	2.40	900.00	1) Email comm with S. Rivet and Patty re ordering Klleenex2) Call with S. Rivet and S. Dione re City's inspection today, furniture to be ordered, townhall tentative dates, joining date of GM, vaccination update, payroll processing- Mike or ADP, retrospective payments, PPE, order planning, RHRA guidance, if any among others3) Email comm with Mike, Ryan and S. Title re rent to be collected from Dundas location4) Email comm with Ryan re items to be ordered to comply with RHRA order and floor repair required5) Email comm with Mike re mattress to be ordered for NV, insurance form (pending for Dundas), Mike's invoice among others6) Bank activity tracker and updating the same for Mar 9 - discussion with Mike and Mubeen7) Email comm with Ryan re direct deposit forms (pending ones) and following up with him for pending rents8) Email comm with S. Title re approving NA invoice and email comm with Trina and May (AZ Med) re processing their invoice for PPE order9) Discussion and confirmation from cleaning house re delivery of items at NV and Dundas10) Email comm with S. Ayer re Flanagan order11) Review of updated rent roll received from Mike as at Mar 912) Email comm with Anthony and Regal Fire re fire inspection services required13) Discussion with S. Title re Sale Process, Court approval, Court report, other relates matters 14) Noting down points to be discussed with Ryan and Anthony in today's weekly calls
10-Mar-2021	Mubeen Ghouri	.25	48.75	Bookkeeping up to march 8th
10-Mar-2021	Patricia Ball	.50	83.00	cheque requisitions
10-Mar-2021	Sheldon Title	.30	177.00	review & approve requisitions; email with Dobronyi re: agreement; discussion with Trina to finalize mark up on listing agreement
10-Mar-2021	Sheldon Title	2.00	1,180.00	prepare report
10-Mar-2021	Trina Burningham	1.00	143.00	Bank cheque requisitions drafted and emailed to S. Title for review and approval; Requisition revised and sent back to S. Title for approval; Emailed approved requisitions to P. Ball for processing; Saved copies to the directory.

11-Mar-2021	Akhil Kapoor	2.20	825.00	1) Receipt of Bank report and advising Mubeen for updating it2) Email comm with S. Rivet re PPE required, fit testing, her expense report, time sheet for the entire receivership period among others. Also advising her to connect with AZ Med to obtain a quote for addl items and informing her about her expense report3) Email comm with ADP re running a dummy payroll run for Mar 20 and their requirement list4) Email comm with Trina re Enbridge account, online login issues to retrieve the bill5) Email comm with Bell re requesting invoice for M.Gomery6) Review of invoices and sharing 8 invoices with Trina for processing7) Email comm with Anthony re his expense report and missing items and mechanism to claim if invoice is not available8) Confirming Ryan to go ahead with junk removal based on the quotes received9) Planning to get insurance forms filled through Mike as Insurance Company requires a complete form and no blanks10) Further emails with bell team
11-Mar-2021	Sheldon Title	2.20	1,298.00	emails to/from Ryan on RHRA's 4 questions; call with Phoenix on report related issues (CEBA, other relief); finalization of report/consider Phoenix's comments, forward report to Lem for second partner review; work on exhibit (SRD); emails to/from Levy on listing agreements/status of info; emails to Russell at Staff Relief on scheduling call/further emails to Anderson on clarifying info sought by RHRA and to his taking day off
12-Mar-2021	Akhil Kapoor	1.20	450.00	1) Email comm with Mike and S. Rivet re insurance document for Dundas, income tax returns to be prepared for residents among others. 2) Discussion with admins re certain information to be filled in Court report incl. no of rooms and resident info and current status. Updating the report (respective section) and sharing with S. Title and M. Lem3) Email comm with Trina and S. Title re new invoices, processing of invoices among others
12-Mar-2021	Matthew Lem	1.70	850.00	Review of draft report to Court; discussion with S. Title re same;
12-Mar-2021	Sheldon Title	.80	472.00	review of NOM and draft order and email same to Phoenix; review/approval of cheque requisitions; email to/from Yvonne of TLC;
12-Mar-2021	Trina Burningham	1.00	143.00	Bank cheque requisitions drafted and emailed to S. Title for review and approval.
13-Mar-2021	Akhil Kapoor	.40	150.00	1) Discussion with S. Rivet re payroll processing- ADP vs Co, cheque collection date among others2) Discussion with Mike re ITR of residents, payroll processing (incl. requesting to do it by Mar 19), Mike's cheque payment timing, cheque book order , rent receipts among others. 3) Receipt of ADP final agreements and sharing with S. Title for signing.

14-Mar-2021	Akhil Kapoor	.60	225.00	1) Email comm with S. Title re proforma financials to be prepared, email from Montgomery resident to RHRA2) Email comm with Mubeen re bank statement updating and missing bank activity report for Mar 113) Email comm re RHRA notes on Dundas and email comm between S. Title and Ryan4) Requesting Mike to provide outstanding cheques to update bank analysis5) Following up with Mike to understand if he is preparing tax return for residents and status of rent receipts
14-Mar-2021	Akhil Kapoor	.70	262.50	1) Reviewing all emails received in the last 3 days, saving required invoices and sending a few to Trina for processing2) Email comm with Bell to discuss M.gomery invoice as there are some mistakes3) Email comm with S. Rivet re certain repairs required and following up with Doug.4) Sharing certain invoices with administrators to get their confirmation on RPN/PSW/other hours spent by 3rd party agencies
14-Mar-2021	Matthew Lem	.10	50.00	Attend to commissioning of affidavit.
14-Mar-2021	Sheldon Title	1.60	944.00	finalization of report and forward same to Graham Phoenix, process ADP forms, review of RHRA draft report and forward to Cliff/Ryan for comment; email from Ryan on Dundas' draft response to RHRA, emails to Yohaán and Akhil on proformas, email from Montgomery resident complaining about conditions,
15-Mar-2021	Akhil Kapoor	1.50	562.50	1) Receipt of MOF letter re EHT notice and planning to prepare letter to be sent to MOF2) Receipt of new invoices (incl. Enbridge, Forte etc.) and saving them to be reviewed later3) Email and call with Joe Levy, Seniors Home for proforma financials to be prepared4) Discussion and fixing a call with Yohaán for Thursday afternoon5) Call with S. Title, Cliff and Sarah re Dundas RHRA letter, Montgomery email from a resident and related matters6)
15-Mar-2021	Akhil Kapoor	2.50	937.50	1) Follow up with Mike for outstanding cheques, receiving bank activity report and out. cheques2) Preparation of bank analysis report- balance as at Mar 12, less outs cheques, less estimated payroll for Mar 20, adding balance at receiver accounts, trust account and finalization the same . Sharing with S. Title for review and comments3) Receipt of tax arrears doc from Shannon, glancing through it and discussing with Sheldon if property tax team is dealing with it and whether I should forward to them4) Discussion with S. Rivet and May re requirement of PPE and the need to find another supplier5) Discussions re items to be ordered and approving them6) Receipt of subsidy doc from City7) Discussion with Ryan re flooring repair in the laundry area and options and cost available8) Discussion with S. Title about Sale Process and Seniors requirements, next steps, townhall to be planned

15-Mar-2021	Akhil Kapoor	1.00	375.00	1) Emails and calls with S. Rivet re their requirement for cleaning items, payroll cheques on Mar 19 as Mar 20 is a holiday.2) Email comm with Anthony re confirmation on TLC invoice and confirming S. Ayer about it.3) Email comm with Mike re requirement of pay cheques on Mar 19, outstanding cheques, Missing bank statement (Mar 11), outstanding cheques as on date4) Reviewing and saving time sheet for Dundas and NV5) Discussion with Bell re Montgomery invoice and requesting for customer care number who could handle the queries
15-Mar-2021	Jim Guo	.50	74.00	chq req
15-Mar-2021	Mubeen Ghouri	.30	58.50	Bookkeeping to March 12th
15-Mar-2021	Patricia Ball	.30	49.80	Process cheq requisitions
15-Mar-2021	Sheldon Title	1.90	1,121.00	internal call to discuss responses to RHRA)Trollope, Kapoor, Sarah); call with Y. Dobronyi on RHRA notices and her approach to dealing with same on 4/01; emails to Anderson on response to RHRA; call with Robert of Staff Relief re: his staff's comments re: Dundas conditions
15-Mar-2021	Trina Burningham	.25	35.75	Bank cheque requisition drafted and emailed to S. Title for review and approval; Copy saved to directory;
16-Mar-2021	Akhil Kapoor	1.00	375.00	1) Discussion with S. Rivet and May re mask requirement and quote for certain items incl. face shield2) Receiving bank activity report, reviewing it and forwarding it to Mubeen for updatation3) Going through email exchange on RHRA matters between S. Title and Ryan4) Email comm with Bell re Montgomery invoice issue5) Email comm with Mike re cheque ordering, payroll processing for Mar 20 and heads up for April 56) Email comm with S. Title re insurance forms and pending information7) Discussion with Ryan re repairs required in laundry room, IPAC assessment and related matters and updating S. Title about it

16-Mar-2021	Akhil Kapoor	2.50	937.50	1) Discussion with Ryan re quote for phones for Ryan and Yvonne2) Discussion with S. Rivet re repairs required from DDK and Lee to fix plumbing and wall issue and coordinating for it to ensure it is done before City's next inspection3) Discussion with S. Title re rescheduling the calls with the admins from Wed to Fri4) Compiling addl. docs re Property tax and forwarding them to MNP Property tax team (Adam)5) Email comm with Ryan re reducing costs for Cogeco and analysis prepared by Ryan along with revised quote (to be reviewed)6) Email comm with S. Title re TLC and Staff relief invoices7) preparation of EHT letter to be sent to MOF for EHT dues, informing them about receivership, next steps, contact information among others. Sharing with S. Title for his review. 8) Discussion with S. Title re Receiver's responsibility to prepare pending EHT returns and determining the need to discuss with Mike
16-Mar-2021	Patricia Ball	.20	33.20	Process cheque requisitions
16-Mar-2021	Sheldon Title	.20	118.00	review of Dundas BAC; bank reqs
16-Mar-2021	Sheldon Title	.70	413.00	call with Ryan Anderson on finalizing response to RHRA (Doug Crust) and speak to issues concerning Staff Relief; call with Desrene of Peel in Home;
17-Mar-2021	Akhil Kapoor	3.00	1,125.00	1) Email comm with S. Title re pending information in insurance forms, reviewing the pendency shared by Insurance Co and sharing both Dundas and NV insurance forms along with pending points with Mike for his comments and discussion 2) Email comm with S. Rivet and Ryan re certain day to day matters at the home3) Receipt of multiple invoices from suppliers (to be reviewed)4) Discussion with Mike re ADP forms and confirmation on business numbers5) Daily banking reports and arranging for updates6) Glancing through payroll reports for Mar 20 payment to make sure it is in line with projections7) Glancing through updated rent rolls for the Homes shared by Mike8) Discussion with Ryan re laundry floor repair and updating S. Title9) Email comm with Trina and Sheila re certain invoice payments10) Email comm with Anthony re IPAC assessment of the Home11) Email comm with S. Rivet re payroll cheque collection a day earlier as vaccination is scheduled for Friday and following up with Mike. Also discussed about the possibility of preparation of IT returns by Mike 12) Email comm with Ryan re Cogeco (to be discussed in Friday's call) 13) Sharing prop tax docs with P. T team
17-Mar-2021	Jim Guo	.40	59.20	chq req
17-Mar-2021	Patricia Ball	.10	16.60	Feb bank rec - Dundas
17-Mar-2021	Patricia Ball	.10	16.60	Feb bank rec - Maple

17-Mar-2021	Sheldon Title	.70	413.00	call/email from Yvonne to advise of existence of program; forward to Rivet to investigate availability of temporary staff for 2 weeks; email from McClurg on request for Yvonne's cv and discussion with Yvonne on same; response to McClurg accordingly
17-Mar-2021	Trina Burningham	.25	35.75	Document uploaded to the MNPdebt webpage; Copy saved to the directory
18-Mar-2021	Akhil Kapoor	2.50	937.50	1) Discussion with S. Title re Ryan's proposed idea for Cogeco2) Multiple emails between S. Title, Cliff and Ryan re RHRA response to be prepared3) Discussion with S. Title re issues with agency staff which arose on Wed night4) Following up and receiving PPE inventory from S. Rivet and discussion with her re misc. items for NV5) Call with DDK re plumbing and related repairs required at NV for fixing up some leakage issues near outside area6) Rescheduling calls with Yohaana and informing J. Levy (Seniors) that the proforma will be shared over the weekend7) Receiving banking report and forwarding to Mubeen for update8) Glancing through updated rent roll for NV9) Reading through emails of S. Title re RHRA requirement for Mgomery (care plans etc.) and Dundas10) Discussion with Mike and Rose re pending items to be filled in insurance forms and noting them down11) Discussion with S. Title re new phone requirement at Dundas and quotation shared by Ryan12) Emails between S. Title and Bert Vis re status of work at M. Gomery 13) Email comm with Regal Fire and directing them to send Fire inspection quote for Mgomery
18-Mar-2021	Sheldon Title	.70	413.00	prepare draft response to RHRA; emails to Akhil on insurance/cost savings proposed on cable at Dundas/flooring repairs
18-Mar-2021	Sheldon Title	1.80	1,062.00	internal call with Kapoor/Ayer on tracking commitments; call with Phoenix on potential stalking horse bid; emails on incident over night re: contract staff/employee at Dundas; email to/from Rivet on government funding; emails to/from Martino and call with Martino on updating of care plans; emails to McClurg to address his concern on Montgomery care plans and on RPN at Dundas; respond to Ryan's concerns re: my draft response to RHRA; call with Levy on readiness for process and forward him draft BCAs; approve Flanagan's invoices

19-Mar-2021	Akhil Kapoor	2.70	1,012.50	<p>1) Discussion with S. Title re SRD preparation, sharing bank activity report for Mar 18 and giving a heads to Mubeen for updating and SRD2) Email comm with Ryan re open issues and setting up a call with him for the afternoon3) Discussion with Ryan re open issues at Dundas - laundry, phone, PPE, kitchen stuff, desk, chair for Yvonne, computer MNP IT), Cogeco new plan, City repairs passed, misc items from Cleaning store, lunk removal, issue at home on Wed night, pending items of insurance form among others4) Call with Anthony re vaccination schedule, IPAC, care plan scheduled to be updated, tile work repair status, other updates on PPE, townhall, food, fire inspection among others5) Email comm with Trina and Sheila re invoice processing mechanism, changes in the way it needs to be done, creation of folders for invoices, processing, approval and payment among related matters6) Discussion with Mike re pending invoice payment7) Email comm with S. Rivet re tax return for residents and following up with Mike, her expense report pending payment among other matters.8) Email comm with May (AZ Med) re pending payment9) Following up with Ryan, Anthony and Shannon for townhall10) Approving kitchen items for Dundas after going through the quotation11) Call with CRA re status update12) Discussion with S. Title re sale process update and other matters13) Call with Vestacon re open matters with them and closing them after discussion</p>
19-Mar-2021	Akhil Kapoor	.20	75.00	1) Emails with S. Rivet re certain updates and with S. Title to inform him about insurance forms discussion with Mike and Rose on Thurs.
19-Mar-2021	Akhil Kapoor	1.20	450.00	<p>1) Commencing work on Proforma IS for Dundas (to be continued during the weekend). Updating S. Title about the progress2) Call with Yohaana to understand optimization which can be brought in payroll among other matters</p>
19-Mar-2021	Akhil Kapoor	1.50	562.50	<p>1) Preparing detailed notes in email for NV and Dundas missing items in the form and sharing with S. Title for onward submission with insurance company. Also informing him about missing answers for Dundas (3 questions on govt inspection)2) Reviewing CRA BN numbers and noting that ADP have filled in wrong numbers so communicating with them for correction. Multiple emails with them re explaining them to mention MNP in its capacity as Court appointed receiver and other changes in form. Also discussion with them to provide re drafted docs and giving a heads up for Apr 5 payroll3)</p>
19-Mar-2021	Jim Guo	.40	59.20	chq req
19-Mar-2021	Patricia Ball	.20	33.20	Input cheque requisitions

19-Mar-2021	Sheldon Title	1.40	826.00	call with Phoenix on status of offer by PP; call with Phoenix on his further discussion with Burych further revisions to the response to RHRA and further exchange with Anderson on same before submitting to RRA (Haber); emails to/from Angela Taube on insurance brokerage re: renewals of policy and completion of balance of questionnaire; exchange of emails with Rob Mastroianni of Hamilton on subsidy agreements and arrange meeting
20-Mar-2021	Akhil Kapoor	.50	187.50	1) Email comm with S. Title re Bank accounts, priority items for today2) Email comm with S. Rivet re her pending expense reimb. , IT returns of residents, townhall among others3) Email comm with Ryan re townhall -virtual/physical4) Email comm with May (AZ Med) re outstanding invoices and expected date for payment5) Reviewing certain emails and noting the key points
20-Mar-2021	Sheldon Title	.80	472.00	calls and emails with Phoenix re: potential transaction/impact on court motion/others
21-Mar-2021	Akhil Kapoor	.10	37.50	1) Email comm with S. Rivet re townhall planning and pending invoices of a couple of suppliers
22-Mar-2021	Akhil Kapoor	2.00	750.00	1) Discussion with S. Ayer re updating of invoice tracker, setting up a call on Tues to discuss outstanding commitments2) Preparation of Bank analysis dated Mar 19 and sharing with S. Title. Discussion with him re obtaining control over outstanding cheques to reduce dependence on Mike 3) Discussion with S. Title and Ryan re Staff Relief and TLC invoices for Dundas4) Multiple emails with S. Title and S. Ayer re certain vendor invoices and action items 4) Informing S. Title and S. Ayer about ADP form status, revised forms to be recvd today and their addl. requirements 5) Commencing work on the SRD (to be continued) 6) Discussion with Ryan re new Cogeco contract
22-Mar-2021	Akhil Kapoor	.40	150.00	1) Email comm with Ryan re kitchen stuff to be purchased, plumbing items required and related quotes, other items, new phone requirement (with S. Title) among others2) Giving heads up to J. Levy about status of proforma income statement3) Email comm with a supplier re outstanding payment

22-Mar-2021	Akhil Kapoor	2.00	750.00	1) Discussion with Ryan re finalization of quotes for multiple and advising him to seek multiple quotes for better pricing 2) Call with CRA re their requirements and how to send them. 3) Call with Mike to share fax number to enable him to resend T4 and T4 summary and other CRA requirements. 4) Multiple emails with S. Ayer and Trina re pending invoices to be processed and sharing couple of new invoices for processing. 5) Discussion with ADP re revising forms to rectify CRA BN among others and asking them to send revised forms. 6) Discussion with Ryan re his PPE requirement and emails with May (AZ Med) 7) Receiving emails from Mike and supplier for new invoices 8) Discussion with Bell re lack of clarity in Bell's invoices and computation for Dundas and NV and requesting them to provide revised invoices.
22-Mar-2021	Jim Guo	.40	59.20	chq req
22-Mar-2021	Patricia Ball	.10	16.60	process cheque requisition
22-Mar-2021	Sheldon Title	1.50	885.00	call with Anderson; conference call with Wilson, Burych and brief call with Phoenix afterwards; call Levy of Seniors Housing on potential deal (no details) and its impact on court/sale process
23-Mar-2021	Akhil Kapoor	.50	187.50	1) Discussion with S. Ayer re changes in invoice management folder, pending invoices, preparation of worksheet on outstanding commitments, cheques issued but not delivered yet.2) Email comm with S. Ayer on bank's DDF and contact info required for ADP and other email comm with RBC for the same3) Review of revised ADP forms and noting down corrections in BN again. Informing ADP rep to rectify them again
23-Mar-2021	Akhil Kapoor	1.00	375.00	1) Preparation of SRD for all the Homes for Receiver Accounts up to Mar 22.2) Discussion with Mubeen re prep of SRD for the accounts held by Company and advising him to consolidate them3) Email comm with Mike re investigating multiple entries under "Estd retrieval fees"
23-Mar-2021	Akhil Kapoor	.10	37.50	Finalization of EHT letter basis discussion and seeking S. Title's advice to share the letter with MoF tomorrow

23-Mar-2021	Akhil Kapoor	3.70	1,387.50	1) Receipt of invoices incl. Peel In Home today2) Review of invoices received and sharing with S. Ayer for processing 3) Detailed review of SRD of Receiver and Company accounts, review of consolidated summary prepared by Mubeen. Also, the reviewed the presentation table made certain changes before forwarding to S. Title for his review 4) Comm with Waste co re adjustment of payment with Post receivership invoices 5) Email comm with ADP re rectification of forms (again) and sharing final set with S. Title for signatures 6) Email comm with Anthony re his expense statement and resolving certain queries 7) Discussion with Mike and receiving bank statements and payroll info for the purpose of sending to CRA 8) Multiple discussions with Mubeen re completion of SRD 9) Email comm with S. Ayer re informing her about the status of invoices reviewed and giving a go ahead for processing them and to update unpaid commitment tracker 10) Call with CRA re material to be sent to them and confirmation on T4 and T4 summary recvd by them.
23-Mar-2021	Mubeen Ghouri	1.50	292.50	Update bookkeeping and update Summary Expenses/disbursements
23-Mar-2021	Patricia Ball	.20	33.20	process cheque requisitions
23-Mar-2021	Sheldon Title	1.20	708.00	attendance at court, calls with Phoenix afterwards, texts with Levy on delay; approve cheque reqs; email to/from Staff Relief on additional concerns
24-Mar-2021	Akhil Kapoor	2.00	750.00	1) Call with Ryan re issues at Dundas home- Elevator, Staff Relief, tax returns among others and plan to resolve them2) Call with Anthony re weekly call on Montgomery Home issues - Care Plan, IPAC assessment notes, purchase of plax sheild, pending invoices, tile work among others3) Call with Mike re requesting for outstanding cheques and discussion on tax returns and updating S. Title4) Calls and emails with S. Ayer re preparation of worksheet on outstanding commitments5) Preparation of bank balance analysis as at Mar 23 and discussion with Mike re outstanding cheques
24-Mar-2021	Akhil Kapoor	1.20	450.00	1) Review of invoices- cleaning house, Vestacon, Barber, Glenbriar, Caring Hearts and others and sharing with S. Ayer for processing2) Review of Bell invoice and requesting them for a call as the bills are not clear3) Glancing through outstanding commitment tab prepared by S. Ayer to review the commitments and advising her about a few changes

24-Mar-2021	Akhil Kapoor	2.00	750.00	1) Emails with S. Ayer and S. Title re subcontractor invoices2) Multiple emails re elevator break down at Dundas and action items to repair them3) Email comm with S. Ayer re certain invoices to be processed today4) Emails re payment delay for Head office and discussion with S. Title and S. Ayer about it and how to resolve5) Call with S. Rivet re vaccination update, PPE, plumbing repairs, payroll processing by ADP for Apr 5, other items and action items6) Receipt of certain expense statements from S. Rivet and assuring her that will be paid this week as there was a delay earlier7) Review of some invoices for processing (to be continued during the afternoon)8) Commencing work on items to be sent to CRA (to be continued)9) Discussion with S. Title re update on the court hearing and next steps
24-Mar-2021	Jim Guo	.20	29.60	chq run
24-Mar-2021	Sheila Ayer	2.50	422.50	AP all homes, update invoice tracker - compile schedule of payment commitments, coord. payment of unpaid invoices
24-Mar-2021	Sheila Ayer	.50	84.50	calls to HalBrant re elevator service call (Dundas), source alternate vendors in area, expedite payment on HalBrant invoices
24-Mar-2021	Sheldon Title	4.30	2,537.00	call with Anderson, Trollope, Dionne and Kapoor re: planning call to address elevator break; internal calls with Trollope *2, Ayr, to discuss (i) having Hal Brant attend to inspect elevator; (ii) planning contingencies if a move is required; call with Bill on arranging for Hal-Brant to attend to inspect elevator; call with Phoenix to advise/discuss elevator issue & reporting to regulators/City; further call on status from Bill at Hal Brant; address bankingssues/authorize a number of cheque requisitions to be processed; numerous emails to Ayer/Kapoor ; call with Vis on carpet replacement status; search for alternative elevator repair shop given Hal-Brant's apparent inability to service it; emails to/from Anderson on incidents that occurred, review of incident reports and emails to Anderson on same
24-Mar-2021	Sheldon Title	.50	295.00	call with Staff Relief re: concerns at Dundas

25-Mar-2021	Akhil Kapoor	2.00	750.00	<p>1) Emails with S. Title re Bell update, ADP forms revision, Anthony expense report, update on CRA documents among others</p> <p>2) Review of information- bank statements and payroll and sharing with CRA through fax.</p> <p>3) Multiple emails with Chase (ADP) re sharing final forms, receipt of online docs for e-signature, discussion with S. Title and informing Chase that the online forms have wrong nomenclature.</p> <p>4) Discussion with S. Ayer and connecting Chase with RBC for info required from the bank.</p> <p>5) Discussion on SRD as at Mar 22 and sharing bank statement for updation to Mubeen (Accounts)</p> <p>6) Receipt of invoices from Fort and sharing with S. Ayer for payment</p> <p>7) Discussion with S. Rivet re Barbers invoice and sharing with S. Ayer for payment</p>
25-Mar-2021	Akhil Kapoor	1.80	675.00	<p>1) Review of revised The cleaning house invoice and sharing with S. Ayer for processing</p> <p>2) Revision in data to be sent to CRA as the fax did not reach them due to size limit. Preparing smaller PDF of all the information and sharing with fax team for the purpose of sending it to CRA again</p> <p>3) Email comms re certain invoices processed by S. Title and his requests to RBC for account transfers</p> <p>4) Further emails with RBC and ADP re requirement of certain information for payroll processing and payment through RBC (to be continued on Friday)</p> <p>5) Receiving POC from CRA and glancing through it</p> <p>6) Email comm with Ryan re requirement of comparable quote for phone</p> <p>7) Review and confirmation of invoice recvd from AZ Med for NV and sharing with S. Ayer for processing</p> <p>8) Requiring Cogeco to provide revised agreement for signatures to rectify a few things</p> <p>9) Investigating a few invoices for TK (NV) and asking them for explanation</p> <p>10) Discussion with IT team to coordinate for laptop next week</p> <p>11) Verifying a few things with Mike on payroll records for 2020</p> <p>12) Receipt of invoice for Orkin, review and confirmation with Shannon and sent for processing.</p> <p>13)</p>

25-Mar-2021	Akhil Kapoor	1.80	675.00	1) Review of Bell invoices received from Bell Insolvency team and raising queries on 2 of the 4 accounts. 2) Discussion with S. Ayer re N95 masks and checking with S. Rivet about the quantity required. Understanding that N95 masks are not available in ON at this time.3) Discussion with Ryan re new quotes from an alternative PPE supplier and comparing quotes with AZ Med and asking Ryan to obtain a quote for approval4) Following up with Mike (IT) for a spare laptop for Ryan5) Email comm with Cleaning House re updating them about payment for their invoices6) Email comm with S. Title re townhall7) Reading through S.Rivet's emails on certain resident concerns8) Other tasks to manage the homes re communications with the admins, internal team, elevator repair discussion among others
25-Mar-2021	Jim Guo	.90	133.20	chq run
25-Mar-2021	Patricia Ball	1.00	166.00	Input Cheque requisitions
25-Mar-2021	Sheila Ayer	.75	126.75	f/u re ADP accounts confirmation for payroll, comms with RBC, ADP, A. Kapoor re same; source PPE/obtain quote
25-Mar-2021	Sheldon Title	2.20	1,298.00	call with BCU (Tom/Walter/Graham); email to Grant on HR advice on allegation of staff selling drugs to residents; call with Staff Relief (Oleg, Russell and Rob for part); call with Rivet on death threats being directed to her; call with Rob Mastroianni of City of Hamilton on contracts; email to A. Martino on RHRA draft response
25-Mar-2021	Sheldon Title	.60	354.00	call with Bill @ Hal-Brant re: Brock Elevator being assigned to the case; call with R. Anderson following Staff Relief call; review/consideration of Trollope's notes on his attendance at Dundas re: elevator
26-Mar-2021	Akhil Kapoor	1.30	487.50	1) Continued discussion with Ryan, Shannon and Anthony re Disinfectants requirement2) Discussion with S. Ayer re tracing certain invoices for payment3) Follow up with Bell re pending information from them and updating S. Ayer about them4) Emails re requirement from RBC to be provided to ADP5) Discussion with S. Title re wrong information (name/signatures) in ADP forms6) Discussion with ADP re their data requirement for processing the payroll scheduled on Apr 57) Discussion with Ryan re rent receipts and confirmation that they are prepared8) Review of ADP forms and forwarding the forms to S. Title for signatures

26-Mar-2021	Akhil Kapoor	1.40	525.00	1) Discussion with Mike re tax returns of residents and help available at CPA Ontario for the same 2) Discussion with S. Rivet re requirement of wipes and confirmation on Lee's expenses as Trina advised that one of the 2 expense reports appears to be belonging to Shannon. Based on discussion, no requirement is reported 3) Discussion with Mike, Anthony and Ryan re pending rents for the homes and asking them to reconcile, follow up and arrange the missing rents 4) Multiple emails with Chase (ADP) after S. Title informed that the signatures on the form still reflect my name, sharing emails, screenshots among others 5) Discussion re front gate repair and involving Cliff to provide comments. 6) Discussion with A. Ayer on outstanding Cleaning House invoices 7) Discussion with Mike to provide info required by Mike in their format to process the payroll 8) Email comm with S. Ayer re RBC confirmation to ADP and pendencies at ADP's end and to take a call on Monday evening to wait for ADP or to request Company to process the payroll
26-Mar-2021	Akhil Kapoor	2.00	750.00	1) Discussion with S. Ayer re certain invoices for subcontractors to be repaid and related discussions with Ryan and Shannon for approval of hours 2) Discussion with Ryan re laundry repair and purchase of Oxivir Disinfectant. And front gate - quotes for items required 3) Discussion with Mike re requirement of rent receipts and tax credit based on queries from resident and following up with the administrators 4) Approval of kitchen items after review of all the items required - cutlery and related stuff 5) Discussion with Chase re receipt of online forms for signature and following up with him for correction in one of the forms 6) Discussion with May re outstanding payments and confirming them that the cheques have been issued 7) Confirmation receipt of data received by CRA 8) Checking with Shannon and Anthony if they require Oxivir Disinfectant to ensure we can bulk and get a discount
26-Mar-2021	Jim Guo	.20	29.60	chq run
26-Mar-2021	Mubeen Ghouri	.25	48.75	Update bookkeeping to march 25
26-Mar-2021	Patricia Ball	.50	83.00	process cheque requisitions
26-Mar-2021	Sheila Ayer	2.50	422.50	AP all homes; prep cheque requisitions coord. payments of invoices
26-Mar-2021	Sheldon Title	1.20	708.00	call with G. Phoenix re: info obtained on Phelps transaction call from/to Officer Gies re: incident at Northview involving resident/call with Rivet on same; call with Phoenix on Northview incident/his discussion with Burych; reviewing various/approves cheque requisitions and dealings with RBC to confirm transfers complete and bank balance

26-Mar-2021	Trina Burningham	.25	35.75	Cheque requisition drafted and emailed to S. Title for review and approval; Approved requisition forwarded to P. Ball for processing; Copies saved to directory (Peel Nursing)
26-Mar-2021	Trina Burningham	.50	71.50	Cheque requisition drafted and emailed to S. Title for review and approval; Copies saved to directory (Waste Collections Canada); Re-drafted requisition as per S. Ayer's email; Call with S. Ayer re: Waste Collections cheque requisition and invoice discrepancy.
26-Mar-2021	Trina Burningham	.25	35.75	Cheque requisition drafted and emailed to S. Title for review and approval; Approved requisition forwarded to P. Ball for processing; Copies saved to directory (Lee Strongman)
26-Mar-2021	Trina Burningham	.25	35.75	Cheque requisition drafted and emailed to S. Title for review and approval; Approved requisition forwarded to P. Ball for processing; Copies saved to directory. (Enbridge)
26-Mar-2021	Trina Burningham	.25	35.75	Call with S. Ayer to discuss Lee Strongman expenses and clarification; Emailed A Kapoor for clarification on Lee Strongman expenses.
28-Mar-2021	Sheldon Title	.70	413.00	email to Mastroianni, Ciriello and Lawson, each of City of Hamilton requesting correspondence, draft response to RHRA (Montgomery prepared) and exchange of emails with Martino/Trollope concerning same; email to Staff Relief; email to Rob Fairweather to respond to his; follow up email to Cowan on elevator
29-Mar-2021	Akhil Kapoor	1.20	450.00	1) Email comm with ADP re informing them that online forms are still incorrect and bear Akhil's signatures instead of Sheldon. Also informing them about the employee information we have and forwarding that info to understand if they can extract the required info from that form2) Discussion with S. Title re issues at Dundas, subcontractor cost, townhall, rent receipts among others3) Email comm with S. Rivet and Anthony re rent receipts and existing status4) Review of bank activity for Mar 26, forwarding to Mubeen for update and to Sheldon for fund transfer5) Email comm on RHRA matters re Montgomery
29-Mar-2021	Akhil Kapoor	.50	187.50	1) Discussion with Chase (ADP) and Mike and sharing updated sheets and DDF with Chase for payroll processing2) Review of information filled by Mike to be shared with Chase and comm with both of them related to pending info which is time sheet for the period of last payroll3) Email comm re Dundas elevator status with S. Title and C. Trollope4) Further emails with Ryan re portion of rent receipt eligible for tax credit

29-Mar-2021	Akhil Kapoor	1.60	600.00	1) Following up with Ryan re payroll information for ADP2) Discussion with Ryan re changes in employee sheet, direct deposit forms among others3) Email comm with Ryan re rent receipts, emails from residents, current status, options available among others4) Review of quote for PPE and certain other products from Ryan and enquiries about the prices and comparison with other quotes5) Discussion with Mike re info required by ADP in their format and also sharing DDF with him to see if he can incorporate that information6) Discussion with Anthony and Mike re outstanding rents from certain residents and collection status7) Call with Bell team re outstanding invoices for Dundas and NV and understanding the computation. Requesting them to send the invoices to process the payment this week8) Discussion with Cogeco team re new contract and acknowledging the receipt, committing for sign off this week9) Discussion with Ryan and Mike re pending rent receipt, sharing of receipt with the family of the resident, discussion on tax credit portion among others
29-Mar-2021	Akhil Kapoor	1.50	562.50	1) Discussion with Chase re online forms and the need to correct them, making them aware about our requirements, sharing sheets among other discussions2) Discussions with Shannon and Anthony re employee listing, ensuring no one is missed out, direct deposit forms and number of employees who have not provided the same and ensuring completeness3) Discussion with Mike re giving him a heads up to prepare parallel computation of payroll in case ADP makes a mistake or unable to complete on time, Multiple discussions re NV's missing details for 2 employees, Dundas cheque book ordering as online e-transfer limits is only \$5k among other related matters. 4) Call with Anthony re rent receipts, filing of tax returns by Mike, townhall and other related matters. Also understood that 1 employee at Maple requires payment by cheque.5) Discussion with S. Rivet re certain unpaid invoices and sharing with S. Ayer for payment
29-Mar-2021	Jim Guo	.30	44.40	chq run
29-Mar-2021	Patricia Ball	.20	33.20	input cheque requisitions
29-Mar-2021	Sheldon Title	.40	236.00	call with Don Cowan on elevator repairs; call with Phoenix on his discussions with Burych; email to Staff Relief/Dundas; email to respond to insurer's request for info on Northview's RHRA sale extension to August 1st
29-Mar-2021	Sheldon Title	.40	236.00	call with Phoenix on his discussion with Burych, cheque approval, ADP forms resigned electronically; email to/from Rivet

30-Mar-2021	Akhil Kapoor	.60	225.00	1) Updating S. Title about the status of payroll transition to ADP, action items and next steps 2) Email comm with S. Title and R. Anderson re rent receipt and noting down points for correction 3) Discussion with S. Title re Bell status, elevator update, resident issues, GM's joining on April 1 among other matters 4) Email comm with Mike re receipt of data for ADP in ADP format 5) Follow up with Ryan to identify if there are any employees who have not provided DDF
30-Mar-2021	Akhil Kapoor	.50	187.50	Review of Bell invoices and cheque requisitions prepared by S. Ayer and modifying them to include excel computation with each requisition for reference to the amount we are paying. Sharing the requisition with S. Title for payment and sharing a few with S. Ayer to revise based on the attached excel computation. Also determined the need to investigate one account which is in a resident's name
30-Mar-2021	Akhil Kapoor	1.20	450.00	1) Receipt of pending DDF from S. Rivet and consolidating it with other DDFs 2) Sharing NV time sheet and revised DDF with ADP. Also sharing Dundas TS with ADP 3) Multiple emails with Ryan re pending DDFs and identifying those individuals 4) Discussion with Mike re processing the payroll parallelly 5) Discussion with S. Ayer re changes in the tracker 6) Review of time sheet of Dundas and NV 7) Email comm with S. Title re heads up to prepare SRD as at Mar 30 2021 by tomorrow 8) Reviewing Ascend to see if payment has been made to DDK for its invoice on NV's furnace replacement (pending) 9) Discussion re outstanding invoices 10) Email comm with Mike re certain items asked by ADP.

30-Mar-2021	Akhil Kapoor	2.20	825.00	1) Multiple emails and calls with Anthony re plexi glass to be purchased as per PH order. also discussed to share time sheet by tomorrow morning to ensure timely processing due to long weekend2) Review of Anthony's expenses, Reliance bill and sharing with S. Ayer for processing3) Review of Bell's invoices, finalising the same and sharing with S. Ayer for processing4) Discussion with Ryan re an additional Bell invoice in the name of the resident5) Discussion with Ryan re addl. employee and sharing revised consolidated TS with Chase6) Discussion with S. Title re misc repairs at NV, discussion with Sheila to pay DDK 7) Discussion with S. Ayer re Bell invoices and confirming that I will be sending revised invoices to S. Title 8) Discussion with Mike re requirement of ADP to provide AOA, CRA letters to substantiate BN numbers, also requiring him to rent update for April. payroll computation and bank activity report for Mon and Tue 9) Email comm with Ryan re one of the Bell accounts as it appears to be non-Dundas account 10) Email comm with S. Rivet re requirement of subcontractor as one of the employees contracted Covid-19 11) Sharing CRA doc with Chase (ADP)
30-Mar-2021	Sheldon Title	1.40	826.00	call with Yvonne re: onboarding; call with Shannon Rivet re: her concerns given resident's ongoing harassment; email to/from Wilson on request for updated numbers/elevator repairs; email to Don Cowan on elevator repairs and email to Donna @ Pinchin on elevator; further exchange of emails with insurer on Northview
30-Mar-2021	Trina Burningham	.50	71.50	Two cheque requisitions drafted and emailed to S. Title for approval; Approved requisition forwarded to P. Ball for processing; Copies saved to directory.
31-Mar-2021	Akhil Kapoor	.90	337.50	1) Review of payroll computation prepared by Mike2) Email comm with Mike re rent deposits for April and following up for the same3) Discussion with S. Title re extension and requesting S. Ayer to provide revised forms for the purpose of posting at the Homes4) Discussion with S. Title re Bell invoices and explaining about the 3 invoices5) Email comm with Ryan and Mike re the 4th Bell account which belongs to a resident and whether we should pay for the same6) Multiple emails with Mike re way forward for payroll, rent receipts, their payment for March among others
31-Mar-2021	Akhil Kapoor	.20	75.00	1) Following up with Chase for payroll computation and advising to include vacation pay in each pay cycle. Also following up with Anthony to provide time sheet for period ended Mar 312) Informing S. Title about Ryan's requirement of full time RPN and 3 weeks vacation pay

31-Mar-2021	Akhil Kapoor	.40	150.00	Email comm with ADP re informing them about pay period and pay dates, sharing CRA sheet to substantiate BN nos, , ensuring the payment is made on RP 0002 accounts and following up for current status.
31-Mar-2021	Akhil Kapoor	3.50	1,312.50	1) Follow up with Mike for info on outstanding cheques, bank statements2) Discussion with Mubeen and advising him to update bank tracker and SRD for Bank accounts held by Co. Reviewing the same and rectifying a few entries and informing Mubeen about them3) Preparing SRD for Receiver held accounts and sharing with Mubeen for consolidation4) Discussion with Mubeen re certain entries, consolidation issues and finalizing the consolidated SRD as at March 30 2021 and sharing with S. Title for review 5) Preparation of bank balance analysis as at Mar 30 2021 basis bank balance as at Mar 31 2021, outst. cheques as at Mar 30, reducing the balance by PIN and estimated payroll for Apr 5 and finalising the bank balance analysis. Sharing the same with S. Title for review6) Glancing through tax returns shared by Mike7) Discussing with S. Title re stalking horse offer, requirement of funds from BCU among other details
31-Mar-2021	Akhil Kapoor	2.20	825.00	1) Call with S. Rivet to discuss PPE, repair of kitchen fan, other issues at home. Also, multiple emails and calls with Cleaning House and S. Rivet re items required from them, reviewing and approving the quote2) Call with Ryan re cook, front gate issue, PPE order, RPN requirement, computer/laptop requirement among other issues. Also discussed Ryan expense report which was not correct so asked him to resubmit3) Call with Anthony re PH scheduled visit next Tues, Plexi glass, vaccination status among other updates re RHRA, City and PH compliances4) Email comm. with May re delay in payment and checking with S. Ayer for some details 5) Discussion with S. Rivet and S. Title re Shannon to take up certain tasks due to shortage of tasks and related matters6) Discussion with Sarah re updation of certain items in the checklist for Yvonne's first day tomorrow and for regularly updating the document7) Following up with IT for Ryan's laptop8) Discussion with Mike about Ryan's request for 3 week vacation as he said it was approved earlier by her supervisor but he does not have it in records9) Email comm with S. Title re RPN requirement at Dundas and Ryan's request for 3 weeks vacation pay10) Glancing through the agreement shared by Cogeco and discussing with Ryan if it is in line with the savings plan. Also, discussing with them if they can provide any discount on one time charge of \$400 which appears to be high11) Receipt of MoF notice for EHT , glancing and saving it

31-Mar-2021	Jim Guo	.20	29.60	chq run
31-Mar-2021	Mubeen Ghouri	1.30	253.50	Update bookkeeping to march 30th and prep SRD
31-Mar-2021	Patricia Ball	.20	33.20	Process Cheque Requisition
31-Mar-2021	Sheila Ayer	2.25	380.25	AP - coord. payment of invoices: prep cheque requisitions, update tracker, record invoices rec'd
31-Mar-2021	Sheldon Title	1.60	944.00	call with Yvonne about various issues/email to Yvonne/Ryan on same; call with Wilson on potential offer and call with Phoenix; emails to Ballentyne and Cowan on elevator issue; email to Wilson on srd and funds request; email with Bert's Vis
01-Apr-2021	Akhil Kapoor	.90	337.50	1) Review of bank activity, sharing with Mubeen for updation, also discussed SRD as at Mar 30 to ensure changes made by us are taken care by Mubeen next week.2) Preparation of bank balance analysis, updating outstanding cheques, discussion with Mike re certain line items and sharing final file as at Mar 31 with S. title3) Call with S. title to discuss few action items and bank transfers
01-Apr-2021	Akhil Kapoor	1.90	712.50	1) Discussion with S. Rivet re Exhaust hood fan repair, call with Doug and coordinating his visit at the Home2) Discussion with S. Ayer re revised notice and coordinating with admins to post/replace the extension notice3) Discussion with S. Ayer re outstanding cheques of AZ Med and delay in delivery of cheques4) Downloading and reviewing Forte invoices and sharing with S. Ayer for payment5) Review of invoices received from S. Rivet, Anthony, pasword protection among others and sharing with S. Ayer for payment6) Discussion with S.Rivet re Lee's hours and informing Mike to process his hours for payment as going to ADP will delay processing. Also discussed to prepare an email for PPE item rement7) Discussion with Mike re laptop to be arranged (in progress)8) Review of statement received from Glenbriar and ensuring all post receiver invoices are paid9) Discussion with Cogeco re new agreement for Dundas10) Review of Mike's invoice for March 202111) Calls and emails with Anthony re their time sheet, certain enquiries and sharing TS with ADP. Also followed up with ADP re payroll processing12)
01-Apr-2021	Akhil Kapoor	.40	150.00	1) Glancing through rent rolls and discussion with Mike re addl collections on Apr 12) Receipt of invoices from Glenbriar, Pasword protection among others3) Discussion with Mike re preparation of cheques for Monday payroll4) Discussion with S. title re staff relief invoices and email comm with Yvonne on the same

01-Apr-2021	Akhil Kapoor	2.50	937.50	1) Discussion with S. Title and S. Ayer re requests from BCU to update the 4 week cash flow, invoice updation in tracker among others2) Discussion with Chase re delay in processing the payroll, responding to him on their lack of professionalism, scheduling a call with them to discuss next steps and prepare for Apr 20 payroll3) Discussion with Mike re payroll processing, availability of cheques, timeline to prepare. 4) Coordinating with admins and informing them about pick up of cheques on Monday5) Review of PPE order of Dundas shared by Ryan6) Review of Ryan's expenses re office items, furniture items, PPE (mentioned above) among others and informing him about corrections required7) Email comm with Doug re exhaust fan repair and understanding that it needs to be replaced. FYI to S. Title8) Discussion re updating tracker and processing certain priority invoices with S. Ayer9) Review of Anthony expense re Plex glass10) Discussion with S. Title re Yvonne joining and transitions and related matters on way forward
01-Apr-2021	Mubeen Ghouri	.20	39.00	Update bookkeeping
01-Apr-2021	Sheldon Title	1.80	1,062.00	call with Yvonne/Ryan *2 call with Phoenix, call with Yvonne; email to/from Staff Relief on Bed Bugs; cheque requisitions approved; email from and to City of Hamilton inspection department on outstanding orders
01-Apr-2021	Trina Burningham	.50	71.50	Documents uploaded to MNPdebt webpage; Copies saved to directory;
02-Apr-2021	Sheldon Title	1.50	885.00	review of APS; call with Graham Phoenix
03-Apr-2021	Sheldon Title	.80	472.00	text messages from Ryan on fire panel break and authorizing Password Protect; email exchange with Yvonne on contingency mapping/elevator; review of revised APA received today from Phoenix and comment on same
04-Apr-2021	Akhil Kapoor	.20	75.00	1) Receipt of invoices and verifying with Ryan and Shannon re confirming the hours of subcontractors2) Follow up with Anthony re Caring Hear invoice and confirming the hours spent for updating Caring plans
05-Apr-2021	Akhil Kapoor	.60	225.00	1) Email comm with Ryan re invoices for subcontractors and his expense report2) Email comm with S. Rivet re invoices for subcontractors, replacement of Exhaust fans among others3) Email comm with Anthony re subcontractor invoices4) Sharing new invoices received from Cleaning House with Ryan and Shannon. 5) Email comm with Mike re updated rent roll, outstanding cheques among others
05-Apr-2021	Jim Guo	.30	44.40	chq run
05-Apr-2021	Patricia Ball	.30	49.80	Process cheque requisitions
05-Apr-2021	Sheldon Title	.20	118.00	email to/from Yvonne on providing license numbers; call with Rose Hrcnie on COVID pay

06-Apr-2021	Akhil Kapoor	2.00	750.00	1) Multiple emails and calls re restoring Cogeco services at Dundas after disconnection2) Review of new Dundas agreement by Cogeco3) Discussion with Ryan and Evonne re restoration of services4) Discussion with S. Title re bank balance analysis and processing of invoices5) Discussion with ADP and scheduling a call on Friday to discuss6) Multiple emails with Cogeco re restoration, new account among others7) Creation of new account at Cogeco website8) Review of Bert Vis invoice for Montgomery and saving for S. Aye to process it9) Email comm with S. Rivet re exhaust fan replacement and following up with Doug (DDK) regarding the same10) Email comm with S. Title re filing up forms for claiming City subsidy
06-Apr-2021	Akhil Kapoor	1.00	375.00	1) Email comm with Mubeen re bank activity tracker update2) Following up with Mike for certain details for bank balance analysis3) Preparation of bank balance analysis and sharing with S. Title4) Discussion with Anthony re Bell invoice for Montgomery
06-Apr-2021	Akhil Kapoor	.60	225.00	1) Email comm with S. Ayer re invoice approval and requesting her to add them in the tracker for payments2) Email comm with Ryan re Cogeco equipment return and agreement signing3) Discussion with Mike re bank activity, outstanding cheques and rent roll4) Call with S. Title and S. Ayer re action items
06-Apr-2021	Akhil Kapoor	4.30	1,612.50	1) Preparation of revised cash flows by working through each line item of projected incomes and expenses for the next 5 weeks. 2) 3) Working through the commitment tab and noting down the week in which such expenses will be paid3) Sharing the revised cash flows with S. Title for review and comments
06-Apr-2021	Jim Guo	.20	29.60	chq run
06-Apr-2021	Mubeen Ghouri	.50	97.50	Update bookkeeping, formatting
06-Apr-2021	Sheila Ayer	.75	126.75	Update Invoice tracker, prepare cheque requisitions for Trustee approval
06-Apr-2021	Sheldon Title	2.00	1,180.00	call with Rafik from pharmacy re: his questions on sale process/introduction to Yvonne; call with Yvonne on a number of issues related to Dundas; review of requisitions/tracker; approve various payments; numerous emails to Kapoor/Ayer on o/s invoices; email to Yvonne on staffing model; email to Desrene of Peel in Home on adjustment to invoice

07-Apr-2021	Akhil Kapoor	4.50	1,687.50	1) Multiple discussions re ORCA funding received from Province of Ontario and related documentation2) Revision in cash flows basis S. Title comments and sharing revised version with him, changes being adding Source deductions for Jan to Mar 2021, added remaining rent to be collected for April, updated commitments for new invoices, revised contractor and utility projections among others3) Review of rent roll as on date, review of historical subcontractor and utility invoices4) Call with Anthony re Montgomery update5) Email comm with IT for Ryan laptop's and advising a few config changes. Email comm with Ryan re subcontractors, laptop among others6) Email with S. Title re cash flows, City of Hamilton subsidy, action plan for Court hearing, stalking horse status among others7) Discussion with S. Rivet and cleaning house re certain items to be purchased8) Discussion with Mike and updating SD file as on date to compute Source deductions outstanding to be paid for Post receivership period9) Discussion re updating bank activity report10) Follow up with S. Ayer for Enbridge/Alectra invoices11) Discussion with S. Title re Ryan's expenses12) Email comm with S. Title re authorising Mike to withdraw funds for their invoice13) Multiple discussions re invoice payments
07-Apr-2021	Patricia Ball	.30	49.80	Process cheque requisitions
07-Apr-2021	Sheila Ayer	1.50	253.50	AP - prepare cheque requisitions, respond to S. Title queries re invoices
07-Apr-2021	Sheldon Title	1.00	590.00	discussion with Kapoor on cash flow projections; call Yvonne, Akhil, Sarah, Anthony on public health inspection, etc.; revisions to projections
08-Apr-2021	Akhil Kapoor	1.40	525.00	1) Multiple emails with Shannon re exhaust fan, Order for PPE among others2) Discussion with DDK re exhaust fan quote, related matter3) Discussion with Mike (IT) and understanding that laptop is ready to be sent to Dundas RH4) Multiple invoices, discussions and emails with S. Ayer and S. Title 5) Discussion with Cleaning House and S. Ayer re certain invoices of cleaning house6) Email comm with Regal Fire re Montgomery Fire inspection7) Discussion with Cogeco team re new agreement and requesting S. Title for signatures8) Discussion with Mike to provide bank statement and also assuring him that the payment will be approved tomorrow
08-Apr-2021	Akhil Kapoor	.40	150.00	1) Discussion with S. Rivet re exhaust fan update and alternative solutions2) Follow up with DDK re exhaust fan procurement3) Discussion with S. Title re stalking horse agreement status, cash flow, ADP info, Sales process, exhaust fan among others4) Discussion with Ryan re Cogeco agreement5) Discussion with Mike (IT) re new laptop

08-Apr-2021	Akhil Kapoor	.90	337.50	1) Review of City of Hamilton letters for subsidy and the forms to be filled. Also reviewed computations done by Rose for extra staff employed due to Covid2) Revision in cash flows to include SD in commitments and to include subsidy receivable from City of Hamilton based on the letter3) Updating the cash flows and sharing version with S. Title along with comments
08-Apr-2021	Jim Guo	.20	29.60	chq run
08-Apr-2021	Mubeen Ghouri	.20	39.00	Bookkeeping
08-Apr-2021	Patricia Ball	.30	49.80	process cheque requisitions
08-Apr-2021	Sheila Ayer	2.25	380.25	AP - cheque requisitions, coord. approvals, submit for cheque processing, update tracker
08-Apr-2021	Sheldon Title	.90	531.00	call with Robert/Russell/Oleg of Staff Relief and Yvonne about staffing needs/issues, etc. call with Phoenix on status of transaction
08-Apr-2021	Trina Burningham	.25	35.75	Bank Cheque Requisition drafted and emailed to M. Lem for approval; Copies saved to directory (Dundas/Cogeco)
09-Apr-2021	Akhil Kapoor	.20	75.00	1) Following up with the 3 admins for information to be filled for subsidy forms (Covid relief) especially the hourly computation made by Rose2) Discussion with May (AZ Med) re items to be ordered for NV
09-Apr-2021	Akhil Kapoor	1.50	562.50	1) Discussion with S. Title re Stalking Horse process, possible closure by July 7th and other matters impacting the Homes2) Confirming Doug about the exhaust fan for installation at NV3) Email comm with cleaning house and sharing their invoice with S. Ayer4) Call with Anthony re Regal Fire and subsidy forms5) Discussion with Mike re EHT applicability, bank statements, , Stat holiday computation among others6) Follow up with Shannon re subsidy forms7) Discussion with Ryan and cleaning house re new quote for certain items
09-Apr-2021	Akhil Kapoor	1.50	562.50	Detailed call with ADP re account set up for the 3 homes and related matters. Further calls next week for training on ADP software. Also discussed with Chase Marshall re revised form
09-Apr-2021	Jim Guo	.20	29.60	chq run
09-Apr-2021	Jim Guo	.30	44.40	chq run
09-Apr-2021	Mubeen Ghouri	.20	39.00	Bookkeeping
09-Apr-2021	Patricia Ball	.40	66.40	chq rec
09-Apr-2021	Sheldon Title	2.00	1,180.00	call with Phoenix; lengthy call with Yvonne on RHRA's concerns over elevator, smoking policy, staffing, proposed sale, communications with residents; emails to Wilson on funding request

11-Apr-2021	Sheldon Title	.50	295.00	review of insurance policy extensions for Northview/Dundas; review of bank position/reconciliation; email from Phoenix on status; emails exchanged with Kapoor on COVID subsidy application; review of Cogeco revised agreement and email to Kapoor on same re: terms/conditions/penalties
12-Apr-2021	Akhil Kapoor	.60	225.00	1) Email comm with Sheldon Title re payment to be made to Mike2) Discussion re Cogeco's revised terms and implications if contract is cancelled for any reason3) Discussion re Covid subsidy forms to be filled by April 154)
12-Apr-2021	Akhil Kapoor	4.50	1,687.50	1) Multiple emails with ADP re additional information required by them- YTD information, DDF (pending), update, points, funding sheet2) Email comm with May re PPE invoices3) Email comm with S. Ayer re processing of certain invoices incl. N/A invoice 4) Discussion with Mike re EHT payment frequency, applicability among others5) Detailed email communication with ADP re providing them the required information and resolving their queries6) Discussion with S. Title re tasks to be performed this week re ADP, subsidy forms among others7) Discussion with S. Rivet and Doug re exhaust fan and wheel replacement8) Discussion with S. Ayer re subsidy forms to be filled and related communications9) Approving certain quotations from Cleaning House10) Email comm with Mike re his cheque to be couriered and certain information in ADP forms and Covid forms11) Call with ADP re explaining them the information provided by us on YTD amounts among others12)
12-Apr-2021	Jim Guo	.20	29.60	chq run
12-Apr-2021	Sheldon Title	1.40	826.00	approval of disbursements/instructions to Akhil/Sheila on work to be done; email /to Rivet on resident condition/request for pay continuance during absence as goodwill gesture; forward to Yvonne for consideration; call with Phoenix ahead of court; attendance at Court; calls and emails with Yvonne on Conrad (Northview employee) Staff Relief, court, etc. and issues surrounding Dundas;
13-Apr-2021	Akhil Kapoor	.70	262.50	1) Discussion with Cogeco re revised television and internet agreement and understanding the penalties (to be continued)2) Discussion re payment of certain invoices3) Discussion with Trina and S. Ayer to expedite payment to N/A HO4) Discussion re YTD information for the homes required by ADP

13-Apr-2021	Akhil Kapoor	3.70	1,387.50	1) Multiple emails and calls with ADP re required information and bank confirmation through a test entry2) Discussion with Mike and receipt of YTD information. Detailed review of YTD info (Jan to Mar 2021) and sharing with ADP for incorporating the inputs3) Discussion and commencing preparation of forms for Covid subsidy. Discussions with S. Ayer about it4) Clarifying ADP queries on CPP, EI, direct deposit info among others5) Coordinating with S. Rivet and receipt of email address of all employees of NV (tbd for Maple and Dundas). Some of Dundas employee emails also received6) Continuing prep of Covid forms and multiple discussions with S. Ayer, Rose among others7) Discussion with S. Title re Apollo invoices for Feb and Mar 2021 and investigating the same8) Receipt of outstanding cheques and bank activity report and commencing prep of bank balance analysis as at Apr 12 20219) Following up for certain info for the covid subsidy forms
13-Apr-2021	Jim Guo	.30	44.40	chq run
13-Apr-2021	Mubeen Ghouri	.20	39.00	Bookkeeping
13-Apr-2021	Patricia Ball	.20	33.20	Process cheque requisitions
13-Apr-2021	Sheldon Title	1.00	590.00	review o/s payables and request payments be processed, sign cheque requisitions, email to Wilson on funding; review of changes to APS and email to Phoenix on same
14-Apr-2021	Akhil Kapoor	1.10	412.50	1) Discussion with Anthony re invoice for Bell and saving it for processing2) Discussion with Cleaning House re certain order confirmations for NV3) Email comm with S. Rivet and review of revised payroll sheet by her4) Review of Bank activity tracker and updating MNP tracker with Mubeen's help5) Multiple emails with ADP rep re commencing the payroll set up with ADP and proposed call6) Follow up with Doug re repairs and replacement reqd at NV
14-Apr-2021	Akhil Kapoor	1.50	562.50	1) Discussion with S. Title re entry in Dundas bank account made by ADP for testing2) Discussion re how to submit Covid subsidy forms with City of Hamilton3) Discussion with S. Rivet re missing hours of a couple of employees and correcting them4) Discussion with ADP re planning the training session with the 3 administrators5) Weekly call with S. Rivet and discussing repairs required, an employee who could not work due to Covid case in his home, PPE required among others6) Email comm with Ryan re his vacation pay dispute (3 weeks verbal discussion vs 2 weeks on records)7)

14-Apr-2021	Akhil Kapoor	.60	225.00	1) Update on Covid forms and ADP to S. Title2) Discussion with S. Rivet re exhaust and wheel replacement and pending sink repair3) Requesting S. Rivet, Anthony and Ryan to provide missing information for ADP4) Discussion with Rose re historical food costs
14-Apr-2021	Akhil Kapoor	3.00	1,125.00	1) Email comm with ADP rep (Phebe) re pending information on the Homes and trying to coordinate and arrange the same2) Detailed discussion with Rose re payroll information for Covid forms and commencing work on detailed back up3) Detailed discussion with ADP re creation of ADP online account and related details4) Detailed call (approx. 2 hours) with ADP and the 3 administrators to understand the ADP software and how to input information, generate reports among other functionalities5) Discussion with S. Title re rent roll for Dundas6) Receipt of time sheets for Apr 20 payroll from Shannon and Ryan. Also receipt of certain information from Shannon7) Email comm with S. Rivet re visit by Public health, hazards of working in kitchen without exhaust fan and future course of action8) Call with Cogeco and receipt of invoices from them for NV
14-Apr-2021	Patricia Ball	.40	66.40	process Cheque requisitions
15-Apr-2021	Akhil Kapoor	1.50	562.50	1) Updating S. Title re ADP call, the fact that NV and Maple will be processed by ADP while Dundas will be processed by Company2) Discussion with S. Rivet re food concern at the home because exhaust fan is yet to be repaired and planning to order from outside for the next 3 days3) Sharing slightly revised Covid forms with Rose for discussion4) Discussion with S. Rivet and Anthony re their online ADP forms to input hours and related matters, issues5) Follow up with Doug re exhaust fan and wheel6) Call with Rose and noting down points to be revised in the forms
15-Apr-2021	Akhil Kapoor	4.50	1,687.50	1) Making revision in Covid forms re discussion with Rose, Mike, Shannon and Anthony incl. food costs, payroll cost, PPE and cleaning items, Ensuring to follow invoice dates instead of date of payment.2) Discussion re processing of certain invoices incl. Aqua Flow, cleaning house among others3) review of revised rent rolls and bank activity tracker4) Review of Jan to Mar 2020 and Jan to Mar 2021 expenses to understand the increase caused due to Covid in payroll cost among others4) Finalization of Covid forms and submission with City of Hamilton
15-Apr-2021	Sheldon Title	1.50	885.00	phone call with Philp on elevator/transition issues/phone call with Yvonne on various inspections, Staff Relief issues, staffing issues, communications with residents/employees; call with Phoenix; email to Yvonne; email from City of Hamilton and to Angel Taube re: certificate of insurance; process requisitions

16-Apr-2021	Akhil Kapoor	1.00	375.00	1) Finalization of payroll for both homes - NV and Montgomery and submitting them for the processing 2) Multiple discussions with Phebe from ADP to make certain back end changes to ensure payroll is computed accurately 3) Communication with S. Title re finalization of payroll, timelines, Dundas payroll to be processed by ADP among others
16-Apr-2021	Akhil Kapoor	4.50	1,687.50	1) Preparation of payroll hours and addl information in ADP software for NV and Montgomery for the 2 week pay period scheduled to be paid on Tues (Apr 20) 2) Computing Stat holiday pay for all the employees of NV and Montgomery. 3) Multiple emails and calls with ADP, Mike , Shannon, Rose and Anthony re regular hours, overtime, stat hours, stat payment, vacation pay, payment mechanism among others during the day 4) Noting down requirements for Dundas for payroll processing by ADP.
16-Apr-2021	Akhil Kapoor	2.00	750.00	1) Discussion with S. Title re ADP processing, Dundas payroll, Covid forms, bank analysis to be prepared 2) Discussion with S. Rivet re her expense reports, coordinating with S. Ayer re expediting payment for certain expenses, discussion re food to be ordered for Sat, Sun and Mon for dinner. Also discussed with the supplier for confirmation of delivery of food 3) Follow up with Doug re sink repair and installation of exhaust fan and wheel 4) Discussion with Rose re hourly rate considered in the Covid forms 5) Email comm with ADP, Mike, Rose, Shannon re preparation of ROE for an employee who could not come to work due to Covid positive case at his residence 6) Preparation of revised bank balance analysis and sharing with S. Title for review and to transfer funds to Dundas for payroll processing 7) Discussion with Mike and Mubeen re bank statement as at April 15 and giving a heads ro Mubeen to prepare SRD
16-Apr-2021	Akhil Kapoor	.10	37.50	Receipt of 13 Forte invoices and couple of invoices from Glenbriar and saving them in the folder for processing
18-Apr-2021	Sheldon Title	2.00	1,180.00	report preparation, calls with Phoenix on status of transaction, email to Yvonne, emails to Akhil on Cogeco
19-Apr-2021	Akhil Kapoor	.30	112.50	1) Email comm with Shannon re food deliveries on Sat and Sun 2) Email com with S. Title re Cogeco new agreement analysis for potential savings 3) Email comm with Cogeco re television agreement and whether the cancellation charges are same as internet service agreement 4) Review of bank activity report and sharing with Mubeen for updates 5) Follow up with Mike to provide CRA outstanding dues information

19-Apr-2021	Akhil Kapoor	1.00	375.00	1) Discussion with S. Rivet re arrangements for lunch, exhaust fan update among others2) Discussion with S. Rivet and ADP re missing employee stat holiday hours and requesting ADP to run a special payroll3) Discussion with Cogeco re savings in cable connections and terms and conditions of the new contract4) Discussion with Ryan re expense sheets5) Receipt of certain invoices today
19-Apr-2021	Jim Guo	.40	59.20	chq run
19-Apr-2021	Sheldon Title	1.30	767.00	review of subsidy agreement; email to Rose on signing same; email to Phoenix on provision in subsidy agreement relating to sale of property; email to/from Perna, email to Taube * 2 (one to confirm Sept 1 2021 RHRA deadline and the second to remind her to send certificate of insurance); email to Philp on request for call; email on status of wire; email to Wilson to advise of delay in processing of wire; emails to/from Ryan on expense cheque/Orkin invoices; tex messages with Yvonne on various; cheque requisitions
20-Apr-2021	Akhil Kapoor	2.00	750.00	1) Discussion with Mike and S. Title re Dundas payroll to be paid from Co accounts and transfer required to meet payroll2) Discussion with Mubeen re bank account update and heads up for SRD3) Discussion with Ryan and Mike re payroll computation for an employee who was not considered. 4) Discussion with S. Ayer re invoices to be paid 5) Discussion with Genuine Bakery (food supplier for NV) re wrongly charged amounts for the food supplied during the weekend
20-Apr-2021	Mubeen Ghouri	.30	58.50	Bookkeeping
20-Apr-2021	Sheldon Title	1.80	1,062.00	call with Walter Burych/Graham Phoenix on proposed transaction; emails with Springstead and emails to Perna and RBC on transfers of funds; review of letter from City of Hamilton on subsidies; text messages with Yvonne on status of resident with flu like symptoms/other matters

21-Apr-2021	Akhil Kapoor	4.00	1,500.00	1) Discussion with temp. food supplier of NV to review the transactions charged and credit back wrongly charged amounts2) Arranging Dundas info required by ADP from Mike, reviewing it and sharing with ADP to incorporate Dundas info for next payroll processing3) Call with Waste Co and receipt of pending invoices4) Discussion with S. Ayer re tracker and certain invoices to be paid5) Multiple emails with AZ Med and other suppliers incl. the cleaning house6) Review of Dundas payroll paid by Mike though Co accounts7) Discussion with Anthony and Phebe re wrongly paid salary to 2 employees by ADP and resolving the issue8) Discussion with S. Title re tax returns and tax receipts for the Homes9) discussion with utility invoices for the homes to ensure they are paid timely10) Multiple emails and calls with S. Title re key issues, status update on the offer from the PP, elevator update among others
21-Apr-2021	Sheldon Title	4.00	2,360.00	call with Anthony and Montgomery team; messages with Yvonne afterwards; email to RBC on locating the wire transfer; email to Tom Wilson on same; call with Yvonne; further call with Phoenix; review/sign cheque requisitions; work on report
22-Apr-2021	Adam Yeoman	8.00	2,496.00	retirement home review
22-Apr-2021	Akhil Kapoor	4.50	1,687.50	1) Preparation of SRD as at April 20 2021 for Receiver accounts, review of consolidated SRD (Co + Receiver accounts) and sharing with S. Title for review and submission.2) Discussion with S. Rivet re knives service by Nella, food ordering until exhaust fan is repaired among others. Confirmation about exhaust fan repair later during the day3) Discussion with Anthony re Apollo invoice, payroll mismatch resolution, planning a training with ADP among others4) Discussion with S. Title re status update about the purchaser, next steps among others5) Discussion with ADP re Maple payroll revision and sharing Dundas information with her to feed in the software6) Multiple discussions with Mubeen re SRD variances in the bank accounts held by the company7) Discussion with Mike re bank activity report for Apr 228) Discussion with S. Ayer re invoice payments for certain invoices- AZ Med, Forte among others9) Sharing Apollo invoice with Ryan and requesting for review10) Discussion with Food supplier for NV re wrongly charged amounts on credit card
22-Apr-2021	Mubeen Ghouri	1.60	312.00	SRD April 20th
22-Apr-2021	Patricia Ball	.50	83.00	Process Cheque Requisitions

22-Apr-2021	Sheldon Title	2.30	1,357.00	call with Philp; email to Phoenix, Wilson and Burych, call with Phoenix; email with Cowan on elevator; email to Carmela Vidic of City of Hamilton on elevator update; review/comment on NOM; continued work on report; approval of cheque requisitions
23-Apr-2021	Adam Yeoman	5.00	1,560.00	discussion with mpac and review
23-Apr-2021	Akhil Kapoor	2.60	975.00	1) Discussion with S. Ayer to process a few invoices and related discussions incl. sending cheques through courier or mails2) Discussion with Cleaning House re approval of certain invoices3) Discussion re arranging meals at NV as exhaust fan suddenly stopped working4) Discussion with Mike re bank statements for Apr 22 and 23 and also heads up to Mubeen to update the tracker5) Discussion with S. Title and providing expense report template to Yvonne along with mileage rates policy for Homes6) Multiple emails with Phebe (ADP) for Dundas payroll set up, mistakes in previous payroll processing, EHT set up, requesting to set up calls with admins among others7) Discussion with S. Title re fund transfer between RBC Co and Receiver accounts and related matters
23-Apr-2021	Matthew Lem	1.10	550.00	Review of draft second report; review of comments from G. Phonex re same.
23-Apr-2021	Patricia Ball	.10	16.60	Cheq Requisition
23-Apr-2021	Sheldon Title	2.60	1,534.00	call with Pasword Protect; call with Phoenix to discuss land title searches/report; review of comments from Lem/Phoenix on report and further change/finalize report; call with Yvonne/Ryan on Carmela Vidic attendance relating to issues raised on water temp/health concerns/elevator; email Vis on carpet repairs at Northview; review of NOM
24-Apr-2021	Mubeen Ghouri	.20	39.00	Bookkeeping
25-Apr-2021	Matthew Lem	.20	100.00	Review of confidential supplementary report.
25-Apr-2021	Sheldon Title	3.50	2,065.00	bank reconciliations for April activity; email to Tom Wilson *3 re: update on resident covid test, motion record/BCU wire; email to Trina to post motion record on website; texts/emails with Yvonne on various; email to RBC to request further bank info; preparation of supplemental report; email to Graham Phoenix for his review

26-Apr-2021	Akhil Kapoor	1.30	487.50	1) Email comm with S. Rivet re kitchen inspection, payroll, ROE for an employee, lawn maintenance among other matters2) Email comm with Ryan re laptop to be delivered, payroll, Cogeco revised contract among others3) Email comm with Phebe re payroll processing for May 5th, emails received from ADP, EHT revisions among others4) Discussion with S. Title re certain matters5) Requesting Mike for certain information on EHT (annual/monthly), % contributions and others6) Email comm with Cogeco team re change of owner clause
26-Apr-2021	Sheldon Title	1.50	885.00	finalize supplement to second report and forward to Trina to assemble; forward final report to Phoenix; review of draft communication and comments to Yvonne, call with Phoenix, email to/from Ellis at Flanagan's; call with Yvonne on City of Hamilton order, kitchen inspection at Northview, staffing issues, etc.; email with City of Hamilton (Carmela Vidic) in response to City of Hamilton order
26-Apr-2021	Trina Burningham	.25	35.75	Uploaded document to MNPdebt webpage for S. Title.
27-Apr-2021	Akhil Kapoor	1.00	375.00	1) Coordinating with Ryan and MNP office to deliver the laptop to him2) Calls and emails with ADP re set up of Dundas account and requesting to schedule a call, Also discussed about EHT changes and planning to schedule them for next payroll3) Discussing updation of bank activity report4) Review of quote received from Bert Vis for NV tile repair and requesting Vestacon to provide addl quote5) Approving misc supply requirements for NV and Dundas6) Discussion with S. Title re certain matters
27-Apr-2021	Mubeen Ghouri	.20	39.00	Bookkeeping
27-Apr-2021	Sheldon Title	2.70	1,593.00	conference call with Burych, Alousis, Brown, Phoenix (.5); call with Phoenix afterwards (.3) coordinate conference call with Burych/Wilson/Phoenix, conference call that followed (.6); call with Yvonne on surprise visit by City of Hamilton/Public Health and issues raised by each during the visit (.5); calls with Phoenix (.3); follow up call/texts with Yvonne on Public Health/staffing (.2); emails to/from RBC/BCU on wire
28-Apr-2021	Akhil Kapoor	1.00	375.00	1) Email comm and calls with S. Rivet re items to be ordered, an employee's ROE to be issued and related issues2) Emails with Mike re ROE data for an employee and also calls with S. Canada re information received and pending for the employee and related transition to ADP for payroll processing3) Review of couple of invoices received and also finding out if a few invoices have been paid as suppliers have been following up

28-Apr-2021	Akhil Kapoor	.50	187.50	1) Review of bank activity tracker and forwarding to Mubeen for processing 2) Calls with Mike and ADP re Dundas information and scheduling a call with ADP and admins at 10am on April 29 3) Discussion re PIN Money withdrawal on April 30 4) Emails with ADP re EHT matter to be postponed to next quarter
28-Apr-2021	Sheldon Title	3.00	1,770.00	call with Phoenix on status of transaction/next steps; preparation of supplementary report; call with Levy on status; call with Phoenix; call with Yvonne on Montgomery inspection/follow up on elevator/public health at Dundas; call with Brown, Alousis, Phoenix, Burych on extension of subordination lender extension; call and email to Shannon Rivet on pigeon droppings/public health concern
29-Apr-2021	Akhil Kapoor	2.00	750.00	1) Call with the admins and Phebe re setting up payroll for May 5 and resolving queries of the admins 2) Emails with the admins re addition of new employees, ROEs to be issued, set up of ADP software for Ryan (Dundas) among others 3) Email comm with S. Ayer re certain invoices to be paid 4) Review of bank activity tracker and sharing for update 5) Preparation of bank balance analysis and sharing with S. Title for review 6) Requesting for outstanding cheques to prepare bank balance analysis
29-Apr-2021	Matthew Lem	.60	300.00	Review and adjust 2nd Supplemental report; discussion with S. Title re same.
29-Apr-2021	Sheldon Title	1.40	826.00	calls with Phoenix on finalization of materials; finalization of supplementary report
30-Apr-2021	Akhil Kapoor	2.10	787.50	1) Discussion with all admins and Phebe to ensure the payroll time is entered correctly 2) Review of time entered for all homes 3) Discussion with all admins for a few invoices received 4) Review of all invoices, discussion with suppliers and saving new invoices in the folder. Informing S. Ayer about the same 5) Review of bank report and sharing with Mubeen for updation 6) Receipt of Covid subsidy forms and glancing through them
30-Apr-2021	Patricia Ball	.10	16.60	cheque requisition
30-Apr-2021	Sheldon Title	1.20	708.00	attendance at Court on approval of transaction, receipt of City of Hamilton inspection report, emails to bank to confirm receipt of funds, manage payment obligations, call with Yvonne
30-Apr-2021	Trina Burningham	.25	35.75	Document added to MNPdebt webpage for S. Title.
02-May-2021	Sheldon Title	.30	177.00	email to Ayer re: Alectra payment; emails to/from Yvonne on Montgomery communication piece, email on DDK estimate on hot water issue and on position to take with respect to resident leaving Dundas and 30 days' rent

03-May-2021	Akhil Kapoor	1.60	600.00	1) Discussion with Anthony re DDK quote for Hot water treatment among others2) Email comm with S. Title re explaining the nature of service and requesting for approval3) Review of bank activity report and email comm with S. Title and Mubeen re certain entries and updation4) Review of Pasword and Bell invoices for Dundas5) Multiple emails on invoices and quotes received and Public Health matters6) Email comm with Yvonne re quote from DDK for Maple and related action items7) Email comm with mike re certain invoices and follow up for EHT email and updated rent roll8) Discussion with Mike re EHT policies applicable for the RHs and past practices 9) Discussion with Yvonne and Anthony and approving quotes provided by Doug for replacement of certain parts
03-May-2021	Akhil Kapoor	1.00	375.00	1) Discussion with S. Title re payroll processing scheduled for May 5, bank balance, ADP related emails among others2) Discussion with ADP re payroll processing as time sheets are submitted for all the homes3) Discussion with S. Ayer re new invoices to be added and enquiring about payment for Bell at Maple4) Discussion re issues relating to resident turnover at Dundas5) Review of bank balance at Co and Receiver accounts
03-May-2021	Sheldon Title	1.10	649.00	emails re: RHRA inspection/concerns; call with Yvonne on same; cash management- emails to Perna of RBC in Hamilton and Toronto RBC on status and emails to Kapoor on status/review of daily banking analysis; prepare Receiver's certificate and forward to Wilson for consideration; text message from Levy on status
04-May-2021	Akhil Kapoor	1.90	712.50	1) Investigating and trying to find new invoices for Cogeco and ensuring the old ones have been paid2) Email comm with S. Rivet re elevator L expiry3) Emails with Ryan re his expense reports, PPE purchase, review of his expense reports among others4) Discussion with Sheila re certain outstanding invoices5) Review of quotes received from multiple vendors for cleaning items, PPE among others6) Discussion re procuring parks by DDK for Dundas and Maple hot water problem7) Review of revised rent rolls and discussion with Mike8) Email comm with S. Title re NA invoice of \$3750 plus taxes9) Review of updated tracker for vendor invoices10) Review of bank activity report and sharing with Mubeen for updation
04-May-2021	Fatemah Khalfan	.40	49.60	Prepared cheque requisitions
04-May-2021	Fatemah Khalfan	.50	62.00	Preparation of cheque requisition
04-May-2021	Jim Guo	.20	29.60	chq run
04-May-2021	Mubeen Ghouri	.20	39.00	Bookkeeping
04-May-2021	Patricia Ball	.20	33.20	process cheque requisitions

04-May-2021	Sheldon Title	1.50	885.00	call with Yvonne re: further inspection by Carmela Vidic; call to Carmela Vidic; call with Phoenix; call with Kal on HST refunds for PSW and forward contracts to him for review; process payments/requisitions; email to/from Perna on funds; email to/from Ryan Anderson
05-May-2021	Akhil Kapoor	2.70	1,012.50	1) Calls with Shannon and Anthony re weekly updates for the Homes and noting down key issues2) Call with ADP re GLI interface but another call is required to understand its features correctly3) Multiple emails with Mike re bank activity, service charges, Mike's invoice, EHT requirements, new invoices, TLC contract4) Multiple emails with S. Ayer and S. Title re invoice payments and tracker5) Calls and emails with Vestacon and Shannon re another quote for floor repair/replacement for NV and scheduling a time for Vincent's visit6) Reviewing and sharing TLC contract for NV and Dundas with S. Title and Kal (tax partner)7) Discussion with R. Anderson re his payroll and computation related issues8) Receipt of new invoices and informing S. Ayer about them9) Email comm with S. Title re requirement for cash flow updatation for the Homes
05-May-2021	Fatemah Khalfan	1.00	124.00	- Preparation of cheque requisitions - Emailed to Trustee - Receive approved ones - Saved to K drive - emailed to banking with instruction
05-May-2021	Patricia Ball	.20	33.20	process cheque requisitions
05-May-2021	Sheldon Title	1.40	826.00	call from Yvonne re: Dundas resident with false positive test; processing various requests for payments/emails to bank to request statements; request update from Cowan on elevator repair; emails to/from Burych on retainer funds for surveying work
06-May-2021	Akhil Kapoor	2.00	750.00	1) Discussion with S. Rivet re waste connection suspension2) Discussion re certain invoices to be paid and updated tracker3) Email comm with ADP re postponing the call with them to discuss GLI interface4) Discussion re CF to be updated for the Homes5) Updatation of Bank activity reports, rent collected and related details6) Review of outstanding cheques and rent rolls and discussion with Mike re his leaves through next Monday7) Discussion with Waste Connections team and activating the connection for NV and Dundas8) Discussion with S. Ayer re paying Waste Co invoices
06-May-2021	Jim Guo	.20	29.60	chq run
06-May-2021	Patricia Ball	.20	33.20	process cheque requisition
06-May-2021	Sheldon Title	.70	413.00	texts with Yvonne on fire dept being at Dundas, Ryan's recent absences, etc.; review of banking, emails to RBC on transfer

07-May-2021	Akhil Kapoor	2.50	937.50	1) Commencing work on the cash flows for the homes, period, components, brief status among others2) Review of outstanding commitments as on date and planning to incorporate that in the revised model3) Confirming S. Rivet that all invoices of Waste Co have been paid. Also informing to communicate with AZ Med for the new PPE supply4) Discussion with AZ Med re their outstanding invoices and communicating with S. Ayer about it5) Review of PPEs info provided by S. Rivet6) Business License information for NV7) Multiple emails with S. Title, S. Ayer, Yvonne re certain matters
07-May-2021	Patricia Ball	.50	83.00	process cheque requisitions
08-May-2021	Fatemah Khalfan	.50	62.00	Preparation of cheque requisition
10-May-2021	Akhil Kapoor	5.20	1,950.00	1) Completion of cash flow model for the period May 10 through June 13 and sharing a draft version with S. Title for review2) Discussion with Mike re rent roll and review of latest rent rolls3) Review of Ryan's expenses and noting down queries and corrections and informing him about them4) Review of NALC invoice for the month of April and sharing it with admin for processing and payment5) Discussion with S. Title re updated status and action items6) Discussion with admins re tax exemption sought for payroll7) Discussion with admins re new products available for cleaning and sanitization which are offered by Cleaning House8) Discussion with S. Title re elevator status, City of Hamilton order and related emails9) Updation of bank activity reports, discussion on certain transactions among others10) Email comm with Mike, requesting for o/s cheques, payroll for April'20 and requesting Cogeco to provide outstanding invoices11) Informing Ryan to ensure revised Cogeco agreement (with reqd clauses) is signed by S. Title
10-May-2021	Fatemah Khalfan	.60	74.40	- Updated Excel tracker with recent Invoices
10-May-2021	Fatemah Khalfan	1.50	186.00	Preparation of cheque requisition
10-May-2021	Jim Guo	.20	29.60	chq run
10-May-2021	Mubeen Ghouri	.20	39.00	Bookkeeping
10-May-2021	Patricia Ball	.20	33.20	process cheque requisitions
10-May-2021	Sheldon Title	.40	236.00	payment processing; email from Cowan and email to Vidic of City of Hamilton on timing

11-May-2021	Akhil Kapoor	1.60	600.00	1) Review of bank activity report for May 10 and discussion with Mike. Also shared the details with Mubeen for updation2) Also, discussed about Mike's payment 3) Discussion with Anthony and S. Title re death of an employee at Montgomery 4) Receipt of revised expense report from Ryan and glancing through it 5) Discussion with Ryan re pricing for Staff relief for a few roles 6) Email comm with Cogeco team re NV and Dundas account and providing them the required info and requesting for invoices 7) Discussion re payroll queries of the admins 8) Receipt of SD details for April from Mike (to be reviewed) 9)
11-May-2021	Akhil Kapoor	1.20	450.00	1) Revising the cash flow projections to incl. outstanding source deductions, HO expenses, revising rent roll, PIN money among others2) Sharing revised version with S. Title with notes on elevator, PP advance received, NV floor repair among others3) Discussion with S. Title re action items for today
11-May-2021	Fatemah Khalfan	.60	74.40	- Updated Excel tracker with recent Invoices
11-May-2021	Fatemah Khalfan	1.00	124.00	Preparation of cheque requisition
11-May-2021	Patricia Ball	.20	33.20	Cheque requisition
11-May-2021	Sheldon Title	1.30	767.00	call with Wilson, Burych, emails with Yvonne; email to/from Ryan Anderson; review of cash flow projections
12-May-2021	Akhil Kapoor	1.00	375.00	1) Calls with S. Rivet and Anthony re PPE required, Public health orders and action items, ROE to be issued among others2) Discussion with Shannon re subsidy and tax arrears among others. Also discussed with Shannon re rent adjustment for one of the residents3) Informing S. Title about the Public Health Orders for Montgomery4) Review of daily banking report, noting down certain receipts in Montgomery and enquiring with Mike for the same (subsidy from city of Hamilton). Informing S. Title about it5) Discussion with Ryan re updating certain information in ADP software for a few employees and connecting with ADP for the same6) Review of revised Maple rent roll7) Collating Ryan's expense statement and sharing with admin for processing8) Discussion with Shannon re budget for flower and other plantation9) Approving certain quotes required for NV and Dundas10)
12-May-2021	Fatemah Khalfan	.60	74.40	- Updated Excel tracker with recent Invoices
12-May-2021	Fatemah Khalfan	.60	74.40	- Review of Invoices from supplier
12-May-2021	Fatemah Khalfan	.50	62.00	Preparation of cheque requisition
12-May-2021	Sheldon Title	.60	354.00	emails from Yvonne on Dundas resident communication/payment approval/banking summary/vaccination of third party staff/update on transaction

13-May-2021	Akhil Kapoor	2.40	900.00	1) Call with S. Title re ROEs to be issued to all the employees by the Company by mentioning the reason- Change in payroll service provider.2) Detailed call with S. Canada and verifying through their website to understand interim period ROE in detail3) Calls and emails with S. Rivet, Ryan, Anthony re PPE, payroll, outstanding invoices, items to be ordered among other matters4) Email comm with Waste co re certain paid and unpaid invoices and requesting Fatemah to check it5) Discussion with S. Title re certain matters incl. outstanding invoices, payroll , stat pay, cash flows among others6) Review of revised rent roll for Dundas and discussion with Mike
13-May-2021	Fatemah Khalfan	.60	74.40	- Updated Excel tracker with recent Invoices
13-May-2021	Fatemah Khalfan	1.00	124.00	- Cheque requisitions
13-May-2021	Jim Guo	.20	29.60	chq run
13-May-2021	Patricia Ball	.20	33.20	process cheque requisition
13-May-2021	Sheldon Title	.40	236.00	call with Yvonne on status;
13-May-2021	Sheldon Title	.20	118.00	approve payments, email to Kapoor on Maple invoice from Feb/21;
14-May-2021	Akhil Kapoor	5.00	1,875.00	1) Review of payroll and payroll queries with the 3 admins and submission of payroll for May 20 payout2) Discussion with the 3 admins re certain queries re action items to take care of Public Health Order, Property tax arrears docs for NV and Dundas, Health Inspection Order at NV among others3) Discussion with S. Title re property tax arrears, outstanding cheques and the need to obtain info about the employees who did not encash cheques among others4) Review of bank activity report, sharing for updation and preparing bank balance analysis report as at May 13 for the purpose of transferring funds. 5) Communication and Review of invoices from Cogeco, Cleaning House, Orkin, Bell, Waste Connections and others6) Discussion re courier of priority cheque payments7) Discussion with Mike re issue of ROE for all the employees and providing him the required extracts from S. Canada website and explanations.8) Discussion re waiver of a condition by the Purchaser and finalization of the APA9) Discussion with Anthony re multiple quotes for carpet10) Other misc. tasks as required
14-May-2021	Fatemah Khalfan	.60	74.40	- Updated Excel tracker with recent Invoices
14-May-2021	Fatemah Khalfan	.50	62.00	Preparation of cheque requisition
14-May-2021	Fatemah Khalfan	.60	74.40	- Updated Excel tracker with recent Invoices

14-May-2021	Sheldon Title	.60	354.00	banking analysis, receipt of waiver of condition on transaction; emails to RBC Hamilton and Toronto, request Akhil arrange for reissuance of Dundas payroll cheques that are stale dated; email from Yvonne/Shannon on kitchen inspection, public health, other
15-May-2021	Fatemah Khalfan	1.00	124.00	Preparation of cheque requisition
16-May-2021	Sheldon Title	1.00	590.00	bank recs/bank reconciliations
17-May-2021	Akhil Kapoor	.20	75.00	Email comm with S. Title re ADP reports for May 5 payroll, gross amounts of each home, downloading and reviewing statements, sharing the same
17-May-2021	Akhil Kapoor	.50	187.50	1) Email comm with S. Title re ADP payroll amounts- gross, net and SDeductions2) Downloading and reviewing the payroll reports for May 20 and sharing detailed info with S. Title and informing him that the bank balance analysis considers these balances appropriately.
17-May-2021	Akhil Kapoor	2.50	937.50	1) Discussion with S. Rivet re her expense report, certain rent adjustments, property tax arrears among others2) Email comm with Ryan re his new expense report, fees paid to staffing agencies among others3) Discussion with Mike re their invoice payment4) Discussion with Fatemah re new invoices to be added to the tracker, certain payments, other hygiene issues in vendor invoice management among others5) Call and emails with S. Title re go forward strategy on RH as the new buyer has been selected, related bottlenecks, timelines among others6) Discussion with Forte re their o/s invoices, looping in Fatemah for related discussions7) Discussion with May from AZ Med re certain orders to be fulfilled8) Following up with Vestacon for quotes on NV tile replacement9)
17-May-2021	Fatemah Khalfan	.60	74.40	- Updated Excel tracker with recent Invoices
17-May-2021	Fatemah Khalfan	.60	74.40	- Review of Invoices from supplier

18-May-2021	Akhil Kapoor	2.20	825.00	1) Approving expenses for certain items required by NV, Dundas and Montgomery2) Review of Ryan expenses and submitting for processing3) Review of bank activity report for May 14 and May 17, discussion with Mike and S. Title and sharing with Mubeen for updation4) Review of other invoices and email comm with vendors re Pasword Protection, AZ Med among others5) Email comm with Fatemah re invoices sent ysd, invoices sent today and directing her to make certain courier payments6) Discussion with S. Rivet and S. Title re property tax reminder for NV and Dundas7) Discussion with Vestacon re quote provided by them for NV tile replacement and enquiring with him for extremely expensive quote8) Discussion with Anthony re Brother and brother warranty, quote from Lee and Bert Vis re PH requirement of carpet among others9) Discussion with S. Title re certain action items for next few weeks
18-May-2021	Fatemah Khalfan	.60	74.40	- Updated Excel tracker with recent Invoices
18-May-2021	Mubeen Ghouri	.30	58.50	bookkeeping
18-May-2021	Sheldon Title	1.20	708.00	emails relating to Flanagan's payments; cash flow management/request payment processing for unpaid payables
18-May-2021	Sheldon Title	.20	118.00	email to Perna at RBC on transfer of funds; email to Philp re: status of applying for license, etc.

19-May-2021	Akhil Kapoor	5.00	1,875.00	1) Detailed call with Phebe from ADP re EHT set up requirements, reports from ADP for payout, ROE, employee data changes, mistakes in previous payroll to be corrected, Dundas payroll late payment as Ryan did not submit on time among others2) Calls and emails with S. Rivet re resident money to be returned and supporting docs and information, PPE requirement and quote from AZ Med, requirement of agency staff among others3) Email comm with Ryan re late submission of payroll and consequences, revision in his payroll after correction among others4) Review of resident docs (NV) re money to be returned5) Call with Anthony re PPE requirements and quote from AZ Med, quotes for carpet in rooms, quote for sink among others6) Email comm with Mike and discussion with S. Title re EHT set up, exemptions and related issues7) Discussion with Vestacon re their quote recvd for NV tile repair8) Email comm with Fatemah re certain clarifications required by her to process the invoices and vendor folder management9) Review of bank activity report and sharing with Mubeen for updation10) Review of o/s cheques and requesting Mike to provide employee details to enable us to reissue cheques to them11) Review of cleaning house and waste co reminders for invoice payments and giving a heads up to Fatemah to prioritise these payments12) Email comm with ADP team re feedback and next steps for transition to customer support team from dedicated team13) Reminder to Mike re ROEs
19-May-2021	Fatemah Khalfan	.60	74.40	- Updated Excel tracker with recent Invoices
19-May-2021	Fatemah Khalfan	.60	74.40	- Review of Invoices from supplier
19-May-2021	Jim Guo	.30	44.40	chq run
19-May-2021	Patricia Ball	.20	33.20	process cheque requisitions
19-May-2021	Sheldon Title	.40	236.00	call with Yvonne on staffing, medical condition of residents;

20-May-2021	Akhil Kapoor	3.20	1,200.00	1) Discussion with Fatemah re Cogeco invoices and related issues in accessing the same.2) Review of bank activity report and sharing with Mubeen. Also giving a heads up to prepare SRD today/tomorrow3) Discussion with S. Rivet re PPE inventory, ordering of items from AZ Med and approving the multiple quotes4) Discussion with S. Title re Vestacon quote and the fact that Yvonne will arrange for another quote5) Email comm with Rose re the subsidy forms which needs to be prepared for April to June and to start working on the same6) Discussion with Ryan re payroll delay, certain aspects of the ADP software among others7) Discussion with Ryan re changes in GSM Fire panel, new quote from Pasword protection, reviewing and approving the same8) Email comm with S. Title re amount to be repaid to ODSP for a resident and also sharing all supporting docs9) Email comm with S. Title re EHT matter and action items
20-May-2021	Fatemah Khalfan	.30	37.20	- Emails with supplier about receipt of cheques
20-May-2021	Fatemah Khalfan	1.00	124.00	- Cheque requisitions
20-May-2021	Fatemah Khalfan	.60	74.40	- Updated Excel tracker with recent Invoices
21-May-2021	Akhil Kapoor	3.50	1,312.50	1) Email comm with S. Rivet re NV tile replacement and current status of quotes received2) Emails and discussion with Yvonne re Montgomery's carpet replacement, quote received from Bert Vis and reviewing the same, updating Yvonne and S. Title about it, providing details of NV repair work to Yvonne and requesting to arrange addl. quotes for tile replacements and other related works3) Discussion with S. Title and S. Rivet re Covid cases at NV and related action items incl. informing RHRA, ordering more PPA among others4) Discussion with Fatemah re certain invoices which are required to be paid on Tuesday and cheques to be sent through courier/regular mail5) Discussion with Ryan re air conditioners to be installed at the Home and related costs (incl. installation) and informing S. Title about it6) Glancing through the contract received from Cogeco, to be reviewed in detail later before signing7) Glancing through Dundas's staff reductions proposal prepared by Yvonne8) Providing approvals for the addl. work to be commenced by Pasword Protection for Dundas 9) Discussion with Ryan re payroll payments, delay among others. Also discussed with S. Title re excess payment to Ryan to be adjusted in future payroll and also informing him about payroll delay at Dundas10) Discussion with S. Rivet and AZ Med re addl. orders11)
21-May-2021	Fatemah Khalfan	.60	74.40	- Updated Excel tracker with recent Invoices
21-May-2021	Mubeen Ghouri	.20	39.00	Bookkeeping

21-May-2021	Patricia Ball	.50	83.00	process cheque requisitions
21-May-2021	Sheldon Title	.80	472.00	call with Dobronyi re: positive COVID tests; call with Phoenix; approvals of cheques, further communication on status of "outbreak" at Northview
22-May-2021	Fatemah Khalfan	1.50	186.00	- Preparation of cheque requisitions - Emailed to Trustee - Receive approved ones - Saved to K drive - emailed to banking with instruction
23-May-2021	Sheldon Title	.40	236.00	review of J. Apps request for refund; review/approve cheque requisitions; email to Yvonne/Akhil on order to replace flooring at Montgomery; email on Dundas air conditioning units
24-May-2021	Fatemah Khalfan	1.00	124.00	- Updated Excel tracker with recent Invoices
24-May-2021	Fatemah Khalfan	1.50	186.00	Preparation of cheque requisition
25-May-2021	Akhil Kapoor	3.00	1,125.00	1) Multiple emails and calls with S. Rivet, Cleaning House, AZ Med (May and Ahmed) re items required in piecemeal since Saturday and coordinating for delivery due to a couple of +ve covid cases among the employees2) Discussion with S. Title and Ryan re air conditioners requirement at Dundas and related quotes3) Discussion with a PP and an estimate of their offer for the Homes4) Emails and calls with S. Title during the day re repayment to ODSP, action items and status of certain items and sale process5) Review of Bank activity and sharing with Mubeen for updation6)
25-May-2021	Fatemah Khalfan	.50	62.00	Preparation of cheque requisition
25-May-2021	Fatemah Khalfan	.60	74.40	- Updated Excel tracker with recent Invoices
25-May-2021	Fatemah Khalfan	1.00	124.00	- Updated Excel tracker with recent Invoices
25-May-2021	Fatemah Khalfan	.30	37.20	- Arranged for courier
25-May-2021	Jim Guo	.30	44.40	chq run
25-May-2021	Patricia Ball	.50	83.00	process cheque requisitions
25-May-2021	Sheldon Title	.40	236.00	email to Jim Estill on sourcing Danby air conditioners; email to Wilson on outbreak/transaction
26-May-2021	Akhil Kapoor	2.10	787.50	1) Calls with S. Rivet, Anthony re certain specific issues at home re City/Public Health reports and comments, Covid status at the Homes among others2) Discussion re ordering items and calls with suppliers3) Email comm with Waste Co, Cogeco and Cleaning House re their invoices and coordinating with Fatemah for payment through regular mail/courier4) Discussion re daily bank report5) Receipt of info about employee (stale cheques) from Mike- to be reviewed6) Discussion with Rose re new subsidy forms to be filled and related details
26-May-2021	Fatemah Khalfan	.60	74.40	- Review of Invoices from supplier

26-May-2021	Fatemah Khalfan	.20	24.80	- Arranged for courier pickup and drop offs
26-May-2021	Fatemah Khalfan	1.00	124.00	- Updated Excel tracker with recent Invoices
26-May-2021	Jim Guo	.20	29.60	chq run
26-May-2021	Patricia Ball	.20	33.20	Process cheque requisitions
26-May-2021	Sheldon Title	.90	531.00	call with Ryan Anderson/Yvonne on staffing considerations; call with Shannon Rivet on covid breakout; cheque processing; texts with Yvonne on various
27-May-2021	Akhil Kapoor	2.00	750.00	1) Multiple emails and calls with S. Rivet re everyday requirements on account of employees testing positive at home and arranging them by connecting with AZ Med and Cleaning House. Further discussions with S. Rivet re food required from outside and coordinating for it2) Discussions re certain repairs at NV3) Discussion re quotations for air conditioners at Dundas4) Discussions re repairs at Dundas and Montgomery re sink and leakages and reaching out to relevant trades5) Discussion re updating bank activity report, status of info for stale cheques and issue of ROEs with Mike6) Processing S. Rivet's expense report7) Follow up with Phebe for queries from Dundas8) Email comm with S. rivet re how to ensure night staff from outside so that Shannon gets some time off and other discussions re payroll, inspections etc.
27-May-2021	Fatemah Khalfan	.60	74.40	- Updated Excel tracker with recent Invoices
27-May-2021	Fatemah Khalfan	.50	62.00	Preparation of cheque requisition
27-May-2021	Fatemah Khalfan	.60	74.40	- Updated Excel tracker with recent Invoices
27-May-2021	Sheldon Title	1.20	708.00	texts/call with Yvonne on Carmela's findings; email with Danby on airconditning and email to Benaco on dishwasher replacement;/arrange for posting of orders and cheque requisitions on payment of fees; payment requisitions signed/reviewed

28-May-2021	Akhil Kapoor	4.50	1,687.50	1) Email comm with Ryan re laundry tile repair, enquiring with the supplier for invoice and reason for delay, sharing with Fatemah and directing her to prepare cheque req. and informing S. Title about it2) Email comm re exhaust fan repair at Dundas3) Discussion with S. Rivet re items required today and coordinating for pick up, also receipt of certain invoices4) Discussion re daily bank report5) Discussion with Mike re rent roll, PIN money withdrawal, subsidy to be received, ROE status among others6) Discussion with S. Title re requirement of preparing a financial commitment list for all the Homes7) Review of quotes for new and refurbished ACs for Dundas and preparing a comparative table for S. Title's review8) Discussion with S. Rivet re support available from City for the outbreak and related emails9) Email comm with Yvonne re enquiring about the quote to be received for tile repair at MG and NV10) Confirmation on mat. received for elevator at Dundas11) Email comm with S. Rivet re lack of support from TLC re to fill up shifts amid an outbreak
28-May-2021	Fatemah Khalfan	.20	24.80	- Arranged for courier pickup and drop offs
28-May-2021	Fatemah Khalfan	.60	74.40	- Phone call with creditor to confirm balance owing on account
28-May-2021	Fatemah Khalfan	.60	74.40	- Updated Excel tracker with recent Invoices
28-May-2021	Fatemah Khalfan	.60	74.40	- Review of Invoices from supplier
28-May-2021	Jim Guo	.20	29.60	chq run
28-May-2021	Patricia Ball	1.00	166.00	process cheque requisitions
28-May-2021	Sheldon Title	.20	118.00	email to Danby on air conditioners; email from/to Fatemah on Alectra water bills
29-May-2021	Sheldon Title	.20	118.00	review of further communication to Dundas residents and send comments to Yvonne, texts with Yvonne re: staffing related issues at Northview (TLC)
30-May-2021	Fatemah Khalfan	.60	74.40	- Updated Excel tracker with recent Invoices
30-May-2021	Fatemah Khalfan	.50	62.00	Preparation of cheque requisition

31-May-2021	Akhil Kapoor	5.60	2,100.00	1) Email comm with all admins re financial commitments as per PH/RHRA/City and others2) Preparation of worksheet for financial commitments for the 3 homes and reviewing lot of emails and documents3) Email comm with S. Rivet re items reqd, her expense report, support available from City among others4) Email and call with Anthony re Apollo invoices, repairs reqd among others5) Email comm with Ryan re repairs reqd, a few invoices among others6) Discussion with Mike re ROE status, bank activity, rent roll, bank activity report7) Email comm with S. Title and Yvonne re ACs, repairs, support from city, status of outbreak at NV among others8) Discussion with all admins re payroll to be submitted tomorrow and related details9) Review of Cogeco's revised agreement, discussion with their team re required revision, to finalize and share with S. Title tomorrow10) Following up with DDK re pending quotes11) Email comm with Fatemah and Chahna re certain matters12)
31-May-2021	Fatemah Khalfan	.20	24.80	Preparation of cheque requisition
31-May-2021	Fatemah Khalfan	.30	37.20	- Arranged for courier pickup and drop offs
31-May-2021	Fatemah Khalfan	1.00	124.00	- Updated Excel tracker with recent Invoices - updated tracker with recent payments made
31-May-2021	Fatemah Khalfan	.50	62.00	- Phone call with utility company to set up ebilling - setting up ebilling on website
31-May-2021	Jim Guo	.30	44.40	chq run
31-May-2021	Patricia Ball	.20	33.20	process cheque requisitions
31-May-2021	Sheldon Title	.80	472.00	email with Kapoor on City of Hamilton subsidies for COVID outbreak, email to Philp on status of transaction; call with Phoenix; email to Yvonne/Akhil on subsidies issue; email to Wilson to update on outbreak
01-Jun-2021	Akhil Kapoor	4.20	1,638.00	1) Discussion with S. Rivet re outbreak over, 2) Email comm with Mike re bank activity report, their invoice (forwarding it for payment), EHT status (also updating S. Title), 3) Finalization of financial commitments related to PH/City orders and others related to R&M and sharing with S. Title4) Email comm with various suppliers re their invoices and sharing with Fatemah for tracker update5) Directing admin team to pay certain urgent invoices6) Discussion and arranging courier pick ups for cheques7) Detailed review of certain invoices and noting that some of them have been paid through reimbursements to Administrators. Coordinating for their payments.8) Multiple discussions re vendor invoice management and related details

01-Jun-2021	Akhil Kapoor	2.00	780.00	1) Payroll submission date (June 1) so worked with ADP and the 3 administrators re payroll corrections, resubmissions at NV, stat holiday pay computation for Montgomery, reviewing all the details and final submission for processing2) Discussed with Phebe re requesting to waive off certain charges due to resubmission3) Updating S. Title about it
01-Jun-2021	Fatemah Khalfan	.20	24.80	- Emails with Toronto office about status of courier
01-Jun-2021	Fatemah Khalfan	.80	99.20	Received vendor Invoices; saved them to tracker; saved them to client folder
01-Jun-2021	Fatemah Khalfan	.50	62.00	- Emails back and forth with supplier about cheques that had been couriered out
01-Jun-2021	Fatemah Khalfan	.30	37.20	- Saved 5 Glenbriar Invoices to K drive; updated tracker
01-Jun-2021	Fatemah Khalfan	.40	49.60	- Cheque requisition for Montgomery; sent to partner for review; received back, forwarded on for processing; saved to K drive
01-Jun-2021	Mubeen Ghouri	.40	81.20	Bookkeeping
01-Jun-2021	Patricia Ball	.20	35.80	process cheque requisitions
01-Jun-2021	Sheldon Title	.30	180.00	call with Yvonne on Montgomery bed bug control; emails on declaration that outbreak is over; emails on various cash flow management issues
02-Jun-2021	Akhil Kapoor	5.20	2,028.00	1) Discussion with Hal Brant re their invoice for June and deciding to talk to cancel these invoices as the elevator is under repair2) Review of daily bank report and rent roll3) Discussion with S. Title re status of file and requesting S. Title to have Yvonne join the Wed calls with Anthony . Also discussed Montgomery's Apollo issues, their invoices and related matters4) Finalization of Bell o/s payment, reco with Bell team and arriving the payable balance (to be discussed with Fatemah and S. Title)5) Discussion with Mike re completion of ROE and how to distribute to employees at the homes6) Discussion with PW protection re their invoices and payment due7) Discussion with Phebe from ADP re certain queries in payroll processing and also discussion with S. Rivet re multiple submissions for payroll on June 18) Providing break down of payroll for each home which will be deducted by ADP from Receiver accounts and analysis of the same9) Discussion with Yvonne and S. Rivet re carpet replacement requirement at NV and how to arrange measurements10) Discussion with Rose to understand ORCA forms11) Discussion with Waste co re their invoices and payment made12) Receipt of final invoice from Vestacon and call with Vincent about it. Also taking Shannon's confirmation before sending it for processing13) Discussion with S. Title re understanding the bank balance and requirement to prepare Bank balance analysis, SRD and cash flow projections14)

02-Jun-2021	Fatemah Khalfan	.40	49.60	- Cheque requisition for Montgomery; sent to partner for review; received back, forwarded on for processing; saved to K drive
02-Jun-2021	Fatemah Khalfan	.70	86.80	Received vendor Invoices; saved them to tracker; saved them to client folder
02-Jun-2021	Fatemah Khalfan	.80	99.20	Cheque requisition for urgent processing; arranged for courier
02-Jun-2021	Jim Guo	.20	35.80	chq run
02-Jun-2021	Jim Guo	.20	35.80	chq run
02-Jun-2021	Patricia Ball	.10	17.90	cheque requisition
02-Jun-2021	Sheldon Title	1.00	600.00	emails with Yvonne, call with Akhil on Montgomery bed bug treatment, tile replacements; call with Yvonne; call with Russell at Staff Relief; reconcile bank account/approve payments; text Yvonne on status of repairs; email to RBC
03-Jun-2021	Akhil Kapoor	6.00	2,340.00	1) Downloading multiple reports from Ascend for the 3 homes and preparing Summary of R&D for the period April 20 to June 2 for receiver accounts2) Finalization of R&Ds, consolidating them to incorporate the entire period of Dec 23 2020 to June 2 2021 and sharing with Mubeen for the purpose of consolidating with Co accounts3) Discussion with Mubeen to prepare consolidated SRD and lead sheet to reflect R&D in horizontal form for better presentation. Making changes in final version4) Sharing final SRD with S. Title for review5) Review of latest tracker prepared by Fatemah6) Discussion with S. Rivet re dryer to be purchased from Appliance Girl7) Review of daily banking report for June 2 as funds were received and sharing with Mubeen for updation8) Discussion re updates from DDK on various repairs to be done and sharing with all admins to confirm (to be continued)9) Review of updated o/s cheques10) Discussion re condition of certain residents11) Discussion with S. Rivet re reqd of kitchen faucet, dishwasher and related repairs12) Review of Lee's expenses and requesting Fatemah for payment13) Discussion with Ryan re approval for carpet repair for a room14) Updating S. Title about Hal Brant pause on invoices after discussion with them15) Preparation of bank balance analysis as at June 2 and sharing with S. Title for review and internal transfers
03-Jun-2021	Fatemah Khalfan	.50	62.00	Received vendor Invoices; saved them to tracker; saved them to client folder
03-Jun-2021	Mubeen Ghouri	2.00	406.00	Update SRD

04-Jun-2021	Akhil Kapoor	5.20	2,028.00	1) Discussion with Rose re ORCA forms and updating S. Title about them2) Review of bank reports and sharing with Mubeen for consolidation3) Discussion with Ryan and ADP re ensuring processing of salary of an employee as his hours were not considered in the initial payroll records in ADP system4) Discussion with Anthony re Telus matter in detail and advising him to take certain steps to resolve the issue5) Multiple calls and emails re purchasing dryer for NV6) Discussion re DDK new invoices and sharing with admins and Yvonne for confirmation7) Email comm with S. Title re certain repairs as per City Order and action items on the same8) Review of quote provided by Yvonne for Maple room carpet repair and understanding it is lower by 5k from previous quote9) Ensuring missing employee pay at Dundas is paid by Mike and accurately captured by ADP in their system for the purpose of ROE among other reports10) Confirmation of payroll payments for Dundas and NV11) Receipt of new invoices, reviewing them and sharing with Fatemah for payment12) Discussion with S. Title re Bell invoices for Dundas and NV and current status13) Discussion with S. Title re an invoice from pharmacist from whom invoice was never received earlier and also an update to him for accounting team who processes RBC bank accounts
04-Jun-2021	Fatemah Khalfan	.40	49.60	Received returned cheque from vendor; reviewed cheque and reason for return; emailed ST about resolution over this issue
04-Jun-2021	Fatemah Khalfan	.60	74.40	Received vendor Invoices; saved them to tracker; saved them to client folder
07-Jun-2021	Akhil Kapoor	5.00	1,950.00	1) Discussion with S. Title re subsidy forms and action items to fill them and date of submission, 2) Discussion with Ryan re PPE orders from different vendors, plate cover orders for approval, payroll changes and issues 3) Call with S. Rivet re DDK invoices, payroll changes among others4) Detailed discussion with Phebe re Maple late salary submission and related complications, how to generate report for computing stat holiday, mistakes in Maple payroll, pendencies in Dundas among others5) Discussion with Anthony re payroll submission, with S. Title and Yvonne re delays in payroll and impact of the delay and to plan controls to ensure it never happens again6) Discussion with Mubeen re certain queries in bank report7) Discussion with Mike re their invoice and rent roll (to be continued)8) Discussion with S. Title and S. Rivet re increase in charges from Flanagan food order9) Review of expense report of S. Rivet and sending it for immediate reimbursement10) Discussion with Fatemah re certain invoices11) Glancing through Yvonne's savings plan for Dundas12) NSF at Maple and related discussion with Anthony and Mike13)

07-Jun-2021	Chahna Nathwani	.75	93.00	Sitecore uploading and e-filing reports- Sheldon
07-Jun-2021	Fatemah Khalfan	1.00	124.00	Prepared cheque requisitions; sent to ST for approval; received back; forwarded on for processing
07-Jun-2021	Fatemah Khalfan	1.50	186.00	Emails sent to two vendors to ask for current o/s Invoices; received o/s Invoices; did analysis and comparison with tracker
07-Jun-2021	Fatemah Khalfan	1.20	148.80	Received vendor Invoices from ST, AK and SA; saved them to tracker; saved them to client folder
07-Jun-2021	Fatemah Khalfan	1.00	124.00	Emails exchanged with ST and AK about which cheques to be couriered v/s regular mail
07-Jun-2021	Mubeen Ghouri	.20	40.60	Bookkeeping
07-Jun-2021	Patricia Ball	.20	35.80	process cheque requisitions
07-Jun-2021	Sheldon Title	1.90	1,140.00	review of payments to be processed and forward same to Fatemah to process requisitions, emails with Kapoor on Montgomery payroll, emails with Yvonne on various; sign requisitions; email to/from Angela on insurance status; emails with Phoenix requesting court orders
08-Jun-2021	Akhil Kapoor	2.00	780.00	1) Discussion with May re their outstanding invoices and recording them in the tracker and also discussed new order for Montgomery2) Email comm with S. Rivet re quotes for balcony to protect from pigeons, reason for higher than normal food order for June 2, her expense report among others3) Discussion with the 3 admins re the outstanding the rent collections (to be followed up). Discussion with Anthony, Ryan and Mike about it 4) Reviewing the websites and purchasing 6 air conditioners for Dundas retirement home (delivery scheduled on June 15)5) Discussion with Ryan and Phebe re ROE queries and access to provide email access to employees to ADP portal6) Review of bank activity report for last 2 days and advising Mubeen on his queries. Also updating S. Title about it7) Discussion with Phebe re creation of a report on monthly basis to compute stat holiday pay8)

08-Jun-2021	Akhil Kapoor	6.00	2,340.00	1) Preparation of cash flow projections for the 3 Homes for the period June 8 2021 through July 15.2) Noting down changes in all the heads of income and expenses for the projection period and incorporating the same3) Review of vendor invoice tracker and identifying items for which payment is due and incorporating it in the weekly projections4) Review of quotations and invoices not entered in the tracker (new invoices) and incorporating them in the weekly cash flows5) Review of changes in Dundas payroll and 3rd party projected costs6) Consolidating the 3 projections and reviewing the cash requirement during the next 5 weeks7) Finalization and sharing with S. Title for review
08-Jun-2021	Chahna Nathwani	.70	86.80	Sitecore Uploading- Sheldon
08-Jun-2021	Fatemah Khalfan	.10	12.40	Prepared cheque requisitions; sent to ST for approval; received back; forwarded on for processing
08-Jun-2021	Fatemah Khalfan	.30	37.20	Emailed vendor (Flanagan) with an update about cheque to be sent to them
08-Jun-2021	Fatemah Khalfan	1.00	124.00	Prepared cheque requisitions; sent to ST for approval; received back; forwarded on for processing
08-Jun-2021	Fatemah Khalfan	.60	74.40	Emailed vendor (J.P Forte) with request for o/s Invoices; received all o/s Invoices; reviewed; sent forward to S. Title for his review; emails exchanged back and forth on this
08-Jun-2021	Jim Guo	.40	71.60	chq run
08-Jun-2021	Patricia Ball	.10	17.90	process cheq requisition
08-Jun-2021	Sheldon Title	1.50	900.00	call with Phoenix; email to Kapoor to coordinate purchase of air conditioners; email to/from Yvonne on staffing changes; approval of payments; email from Yvonne re: Rose's request to supply info requested by purchaser and to response to Rose/Yvonne on same; email to/from Russell; review/reconcile The Cleaning House; review of outstanding JP Forte invoices; review of communication to Dundas residents and markup and return of same to Yvonne
09-Jun-2021	Akhil Kapoor	1.00	390.00	1) Call with Anthony re Telus o/s invoices, rent roll, Bell invoice, repairs by DDK, PPE order among others2) Discussion with Yvonne re open issues at Maple and related matters

09-Jun-2021	Akhil Kapoor	2.00	780.00	1) Discussion with S. Title re revised notices for homes, status of sale process with purchaser, NALC invoice among others2) Email comm with S. Rivet re pigeon quotes, rent roll, quote from DDK, Barbers among others3) Calls and emails with Mike re bank activity, invoices for Telus which are not received and others4) Discussion with Waste Connections team re o/s invoices5) Review of revised tracker for certain vendors
09-Jun-2021	Fatemah Khalfan	.80	99.20	Received vendor Invoices; saved them to tracker; saved them to client folder
09-Jun-2021	Fatemah Khalfan	1.20	148.80	Prepared and sent cheque requisitions to S. Title; updated Excel spreadsheet with this information; forwarded on for processing with mailing instructions; arranged for courier
09-Jun-2021	Jim Guo	.20	35.80	chq run
09-Jun-2021	Sheldon Title	.50	300.00	call with Yvonne on DDK proposed repairs, different ways of addressing dishwasher/sink issue; email to/from Philp
10-Jun-2021	Akhil Kapoor	1.50	585.00	1) Discussion with S. Rivet re dishwasher repair and requesting Yvonne for advise2) Discussion with S. Title re outbreak at Dundas and related issues3) Email comm with AZ Med re approval and delivery of PPE at Maple4) Discussion with S. Title re urgent invoices to be processed today5) Call with Fatemah re explaining the nature of Bell invoices for the period April and May 2021 for the purpose of preparing requisitions for payment6) Discussion with Mike re requesting for updating rent roll and if Telus (Maple) invoices are available7) Discussion with S Title re cash flow projections, plan to request for addl. funding, 7) Discussion with Anthony re Telus update
10-Jun-2021	Chahna Nathwani	.50	62.00	Cheque requisition and payment process- Sheldon
10-Jun-2021	Fatemah Khalfan	.70	86.80	Received vendor Invoices; saved them to tracker; saved them to client folder
10-Jun-2021	Fatemah Khalfan	.20	24.80	Emailed vendor (Apollo Pest Management) to provide copies of a couple of Invoices
10-Jun-2021	Fatemah Khalfan	.20	24.80	Received copy of cheque from J. Guo; saved to client folder
10-Jun-2021	Fatemah Khalfan	.20	24.80	Emailed vendor (Hal-Brant) to provide copies of a couple of Invoices
10-Jun-2021	Fatemah Khalfan	1.20	148.80	Prepared and sent cheque requisitions to S. Title; updated Excel spreadsheet with this information; received signed copies back; forwarded on for processing with mailing instructions; arranged for courier
10-Jun-2021	Jim Guo	.20	35.80	chq run
10-Jun-2021	Patricia Ball	.20	35.80	process cheque requisition

10-Jun-2021	Sheldon Title	1.20	720.00	email to Yvonne to address kitchen/dishwasher repairs, approve Cogeco payment, review surveyor's letter reporting letter to Burych; email to Phoenix on same; discussion with Yvonne re: outbreak; email to Tom/Walter on outbreak; call with Phoenix on outbreak/surveyor's letter; review of communication to residents and forward comments to Yvonne, calls/texts with Yvonne
11-Jun-2021	Akhil Kapoor	1.50	585.00	1) Discussion with S. Rivet re Orkin invoices and sharing with Fatemah for processing2) Discussion with Vestacon invoices3) Confirmation with Yvonne re dishwasher repair at NV and informing S. Rivet about it 4) Discussion with Fatemah and S. Title re payment to be made to Bell and explaining Fatemah about the computation 5) Discussion with Mubeen re update for June 9 and 10 6) Discussion re tax records received from the City and informing S. Title about it 7) Review and sharing certain invoices with Fatemah for processing 8)
11-Jun-2021	Chahna Nathwani	.70	86.80	Cheque voiding and reissuing to correct payee
11-Jun-2021	Fatemah Khalfan	1.20	148.80	Prepared and sent cheque requisitions to S. Title; updated Excel spreadsheet with this information; forwarded on for processing with mailing instructions; arranged for courier
11-Jun-2021	Fatemah Khalfan	.20	24.80	Received copy of cheque from J. Guo; saved to client folder
11-Jun-2021	Fatemah Khalfan	1.00	124.00	Received vendor Invoices; saved them to tracker; saved them to client folder
11-Jun-2021	Jim Guo	.20	35.80	chq run
11-Jun-2021	Patricia Ball	.10	17.90	process cheq requisition
11-Jun-2021	Sheldon Title	.60	360.00	calls with Yvonne re: Dundas outbreak/fall

14-Jun-2021	Akhil Kapoor	4.50	1,755.00	1) Glancing through Ryan's expense report and advising Fatemah to review specific aspects before adding in the tracker2) Discussion with S. Title re NA invoice2) Discussion with S. Title re invoices from Vestacon received in June but work performed in Feb3) Discussion with S. Rivet re Orkin invoices and sharing with Fatemah to add in the tracker. Also a heads up for payroll submission4) Review of bank activity report and sharing with Mubeen for update5) Discussion with Mike re delay in their invoice payment6) Email comm with Ryan re PPE requirement and seeking a quote from S. Rivet. Further discussions with Yvonne, Ryan and Shannon re moving excess PPE from NV to Dundas as required7) Discussion with S. Title and arranging certain docs required by the Purchaser from Rose and admins8) Discussion with Anthony re new agreement with Telus, one time and recurring charges9) Email comm with Andrea re Cogeco revised agreement10) Discussion re ThyssenKrupp invoices11) Discussion with S. Title re action items, seeking addl., subsidy from RHRA/City and certain invoices12) Email comm re incident reporting at Dundas as one resident died and police being called
14-Jun-2021	Chahna Nathwani	.20	24.80	Cheque Requisition- Enbridge
14-Jun-2021	Fatemah Khalfan	1.00	124.00	Received vendor Invoices; saved them to tracker; saved them to client folder
14-Jun-2021	Fatemah Khalfan	.20	24.80	Email sent to vendor requesting copies of two Invoices
14-Jun-2021	Fatemah Khalfan	.60	74.40	Drafted an email providing S. Title with an update on J.P Forte Invoices/payments
14-Jun-2021	Fatemah Khalfan	1.20	148.80	Prepared and sent cheque requisitions to S. Title; updated Excel spreadsheet with this information; forwarded on for processing with mailing instructions; arranged for courier
14-Jun-2021	Jim Guo	.40	71.60	chq run
14-Jun-2021	Patricia Ball	.50	89.50	Process cheque requisitions
14-Jun-2021	Sheldon Title	1.40	840.00	emails to/from RBC; call with Yvonne on status of outbreak/investigation; emails to/From Ryan Anderson on Walker; email to Yvonne/Akhil to gather docs requested by Philp; review of cash flow, review of web to investigate availability of government or other funding available when a covid outbreak impacts a home, emails to Yvonne and Akhil after discovering RHRA support and also seek guidance from City of Hamilton
15-Jun-2021	Akhil Kapoor	3.50	1,365.00	1) Working with the three admins and ADP to compute the payroll, the stat pay (NV and Dundas), resolving errors and mistakes and ensuring submission by 5pm on June 152) Updating S. Title about the payroll and expected deduction from the account

15-Jun-2021	Akhil Kapoor	1.70	663.00	1) Bank activity report and updation2) Discussion re Telus agreement, termination clause, transfer of ownership among others. Requesting Yvonne's review of the agreement3) Email comm with Mike re their payment and updating S. title about it4) Discussion re funding requirement, preparation of SRD, 5) Following up with Ryan for certain invoices for which payment is reqd to be made6) Multiple emails with S. Title re understanding of various funding options available (RHRA/City)- to be continued
15-Jun-2021	Fatemah Khalfan	.60	74.40	Received vendor Invoices; saved them to tracker; saved them to client folder
15-Jun-2021	Fatemah Khalfan	.60	74.40	Prepared and sent cheque requisitions to S. Title; updated Excel spreadsheet with this information; forwarded on for processing with mailing instructions; arranged for courier
15-Jun-2021	Mubeen Ghouri	.25	50.75	Bookkeeping June 7 to 15th
15-Jun-2021	Sheldon Title	1.30	780.00	call with Yvonne; call with Graham; email to RBC/Kapoor ensuring transfer of funds to meet payroll; emails to Ryan on Walker invoices; lengthy reporting email to Wilson on status of covid outbreak, elevator repairs, funding and transaction; forward the requested documents to Laura Philp to enable her to submit the RHRA application;
16-Jun-2021	Akhil Kapoor	5.00	1,950.00	1) Discussion with S. Rivet re preparation of docs with back up for the purpose of claiming expenses incurred during Covid outbreak at the Home2) Email comm with the City re requesting for information and a call to claim subsidy for the Homes3) Discussion with Anthony re payroll submission, dishwasher repair, Telus contract, resident status and rent roll among others4) Discussion with Yvonne re Telus contract and updating S. Title about it and requesting for signatures5) Email comm with AZ Med re order for Dundas and pending invoices6) Arranging Food Handler certificate and fire manual and sharing with S. Title7) Reviewing o/s invoices of Waste Co8) Discussion with Mike re their pending invoice and rent rolls9) Email comm with ADP re a few queries and transition to the other team10) Email comm with S. Title re Ryan's expense report11) Discussion re funding options to be prepared tomorrow and email comm re subsidy docs to be filled in
16-Jun-2021	Chahna Nathwani	.20	24.80	Cheq Req and processing-Maple Retirement - Enbridge Union Gas- S. Title
16-Jun-2021	Fatemah Khalfan	.50	62.00	Emails exchanged with vendor (Flanagan) about Invoices
16-Jun-2021	Fatemah Khalfan	1.30	161.20	Received vendor Invoices; saved them to tracker; saved them to client folder

16-Jun-2021	Fatemah Khalfan	.60	74.40	Prepared and sent cheque requisitions to S. Title; updated Excel spreadsheet with this information; forwarded on for processing with mailing instructions; arranged for courier
16-Jun-2021	Patricia Ball	.20	35.80	process cheque requisitions
16-Jun-2021	Sheldon Title	2.20	1,320.00	call with Yvonne on condition of residents/investigation into fall; further update call from Yvonne; call with Staff Relief; email to Angela Taube to report death of patient/potential lawsuit, emails to/from Wilson; email to Perna; email exchange with Phoenix on RHRA email re: status of the purchaser's application; email to Joakim
17-Jun-2021	Akhil Kapoor	3.30	1,287.00	1) Reviewing eligibility requirements from RHRA website and noting them down. 2) Notifying Shannon, Yvonne and Ryan about the requirements3) Discussion with S. Rivet and finalizing the expenses (invoices) eligible for outbreak4) Preparing excel sheet on all the expenses for NV- payroll, subcontractors, food, cleaning, PPE and others and sharing with Shannon, Yvonne and S.Title5) Commencing work on Dundas sheet for expenses relevant for outbreak and covid in general and discussions with Ryan about it. Also sharing invoices with him to enable him to review and select6) Updating S. Title about the progress so far and the next steps
17-Jun-2021	Akhil Kapoor	1.50	585.00	1) Sharing revised rent roll with S. Title and informing him about risk of losing services from Mike due to non payment2) Following up with admins re pending rents3) Sharing food handler certificate with S. Title4) Review of Orkin invoices and sharing with Fatemah for processing5) Email comm with S. Title re subsidy programs and submission for April and May6) Email comm with S. Title re Telus contract and based on his advise, discussed with Anthony to take quote from Pasword7) Directing Fatemah to prepare req for Waste Co and related discussions8) Discussion with S. title re credit entry from ADP9) Follow up with Ryan re air conditioner delivery10) Providing redacted quotes for Maple floor repairs to Yvonne for onward submission to RHRA/City11) Comm with Ryan re queries related to payroll/ROE and comm with ADP Transition team
17-Jun-2021	Akhil Kapoor	2.20	858.00	1) Preparation of SRD for receiver accounts for the period Dec 23 to June 16 and reconciling the transfers and bank balance2) Preparation of consolidated SRD with the help of accounts team3) Sharing consolidated SRD with S. Title and related discussions incl. funds in transit

17-Jun-2021	Fatemah Khalfan	.90	111.60	Prepared and sent cheque requisitions to S. Title; updated Excel spreadsheet with this information; forwarded on for processing with mailing instructions; arranged for courier
17-Jun-2021	Fatemah Khalfan	1.30	161.20	Received vendor Invoices; saved them to tracker; saved them to client folder
17-Jun-2021	Mubeen Ghouri	1.50	304.50	SRD June 16th
17-Jun-2021	Patricia Ball	.20	35.80	process cheque requisition
17-Jun-2021	Sheldon Title	1.30	780.00	emails/texts with Yvonne, Hal Brant re: elevator; emails to/from Wilson on funding; emails to/from Kapoor on funding; review/revise SRD, reconcile acct and send to Wilson; email to Hal Brant re: resumption of elevator maintenance service; review/comment on resident communication and return to Yvonne;
18-Jun-2021	Akhil Kapoor	5.00	1,950.00	1) Discussion with S. Title re NV and Dundas RHRA funding program and current status. Also discussed funding received so far from City/ORCA2) Multiple emails with Ryan re invoices and expenses eligible for funding and preparing a summary of it3) Review of RHRA crisis funding form and application4) Call with RHRA re the crisis funding program, conditions, OCRA funding among others.5) Review of daily banking report6) Email comm with NALC re their payment and coordinating with S.Title and Fatemah for their payment approval and cheque courier7) Email comm with Telus re postponing the signing till new buyer comes on board8) Discussion re receipt of funds from BCU9) Discussion with Yvonne re payroll issues with Ryan and ensuring it is approved and processed on time10) Discussion with Anthony re following up with Pasword Protection for sec services11) Follow up with Ryan for the air conditioner12) Discussion with Ryan and preparation of Dundas sheet for funding program (to be continued). Queries sent to Ryan as well13) Email comms with S. Title re funding programs, adding certain expenses in the schedules and related matters14) Discussion re ROE issues at Dundas
18-Jun-2021	Fatemah Khalfan	.80	99.20	Prepared and sent cheque requisitions to S. Title; updated Excel spreadsheet with this information; forwarded on for processing with mailing instructions; arranged for courier; follow up email about status of courier
18-Jun-2021	Fatemah Khalfan	1.30	161.20	Received vendor Invoices; saved them to tracker; saved them to client folder
18-Jun-2021	Fatemah Khalfan	.40	49.60	Reviewed Application for funding paperwork

18-Jun-2021	Sheldon Title	1.60	960.00	call with Phoenix; call with Yvonne; call with Tom Wilson and Graham Phoenix; emails to/from Akhil on RHRA funding application; series of emails to Tom/Walter on immediate need for funding and benefits of funding; emails with Andriy at BCU to arrange incoming wire; email to RBC to advise of incoming wire; emails to/from Staff Relief on status of payment; texts with Yvonne
21-Jun-2021	Akhil Kapoor	.50	195.00	1) Downloading certain invoices and sharing with Fatemah for tracker2) Discussion with AZ Med and Cleaning House re their pending invoices3) Discussion with S. Title re action items for today, applications to be prepared for funding, timelines among others
21-Jun-2021	Akhil Kapoor	4.40	1,716.00	1) Discussion with S. Rivet re cleaning items required and arranging a quote2) Discussion with Anthony and Yvonne re new agreement for security services with Pasword Protection and related matters3) Discussion with Shannon and Anthony re information required for City's funding forms4) Sharing RHRA subsidy forms along with other information for NV and Dundas to Fatemah5) Call with Fatemah re the application form for RHRA funding, the invoices reqd along with payment confirmation and setting a timeline for NV and Dundas6) Discussion with Fatemah and S. Title re a letter to be sent to TSSA re elevator7) Glancing through the application forms again- to start filing from Tuesday8) Multiple emails with S. Title re new contract for security services (Montgomery) and related challenges to sign a new contract at this stage plus issues with Telus9) Finalization of TSSA letter
21-Jun-2021	Fatemah Khalfan	1.30	161.20	Prep work for RHRA funding; reviewing Invoices and times; collecting information
21-Jun-2021	Fatemah Khalfan	.80	99.20	Prepared and sent cheque requisitions to S. Title; updated Excel spreadsheet with this information; forwarded on for processing with mailing instructions; arranged for courier; follow up email about status of courier
21-Jun-2021	Fatemah Khalfan	1.30	161.20	Received vendor Invoices; saved them to tracker; saved them to client folder
21-Jun-2021	Fatemah Khalfan	.50	62.00	Draft correspondence prepared for TSSA; forwarded to S. Title for review
21-Jun-2021	Jim Guo	.20	35.80	chq run
21-Jun-2021	Patricia Ball	.20	35.80	process cheque requisitions
21-Jun-2021	Sheldon Title	.90	540.00	email from Ryan re: elevator/fridge; call to Bill @ Hal Brant re: elevator; email back to Ryan; emails from Flanagan's; call with TSSA; revisions to TSSA draft letter and forward to Fatemah for processing; emails to/from Kapoor on ADT/Telus issue

22-Jun-2021	Akhil Kapoor	3.00	1,170.00	1) Downloading, reviewing and sharing new invoice for Cogeco. Also advising that the invoice does not take last payment into consideration2) Reviewing and forwarding Apollo's invoice for tracker3) Advising Fatemah to prepare cheque req for AX Med and a few other suppliers4) Finalization of discussion re new contract for Maple and our limitations in signing it5) Review of bank activity report and sharing for updation6) Email comm with S. Title and Mike re Hamilton Spector email7) Discussion re AODA disclosure and sign off with the admins, Yvonne, S. Title and Mike 8) Discussion with S. Title about the employees who are issued ROE and asking Ryan about them as we may need to administer WEPP9) Follow up with Ryan re Shoppers Drug invoice and related issues
22-Jun-2021	Fatemah Khalfan	1.30	161.20	Prep work for RHRA funding; reviewing Invoices and times; collecting information
22-Jun-2021	Fatemah Khalfan	1.30	161.20	Received vendor Invoices; saved them to tracker; saved them to client folder
22-Jun-2021	Fatemah Khalfan	.50	62.00	Phone call with TSSA on o/s Invoice (May 2020); sent email to S. Title and A. Kapoor detailing phone call and information received
22-Jun-2021	Fatemah Khalfan	1.00	124.00	Prepared and sent cheque requisitions to S. Title; updated Excel spreadsheet with this information; forwarded on for processing with mailing instructions; arranged for courier; follow up email about status of courier
22-Jun-2021	Jim Guo	.20	35.80	chq run
22-Jun-2021	Patricia Ball	.30	53.70	Process cheque requisitions
22-Jun-2021	Sheldon Title	1.00	600.00	email re: Hamilton Spec reporter, Phoenix on extension of sunset date, series of calls with Yvonne on Spec/former employee; processing of payments (AZ/Cogeco); emails to/from Laura Philp on RHRA application; TSSA payment via credit card;
23-Jun-2021	Akhil Kapoor	3.50	1,365.00	1) Commencing work on the RHRA application for NV (to be continued tomorrow)2) Discussion with Fatemah re the invoices and excel sheet to be prepared for this application3) Reviewing the excel sheet prepared so far for NV funding and noting down the invoices paid and not paid so far4) Discussion with Shannon and Anthony re City's funding application and details to be filled in the same5) Discussion re certain PPE orders for NV6) Reviewing and approving certain orders7) Following up for Ryan's expense reimbursement8) Discussion with S, Title re pending credits in the account and holding expense payments9) Discussion with Anthony re Telus, dishwasher repair, new residents, one resident departure among others10) Coordinating with S. Rivet for certain information for applications11) Discussion with Yvonne re Maple resident and her notice12) Discussion with Fatemah re certain payments to be made

23-Jun-2021	Fatemah Khalfan	1.30	161.20	Received vendor Invoices; saved them to tracker; saved them to client folder
23-Jun-2021	Fatemah Khalfan	.50	62.00	Phone call with TSSA to confirm that May 2020 had been paid via credit card; requested that escalation email be sent to their Intake department to have 2021 Invoice generated; added my email to their records so that I received Invoice as soon as it is generated
23-Jun-2021	Fatemah Khalfan	1.30	161.20	Prep work for RHRA funding; reviewing Invoices and times; collecting information
23-Jun-2021	Fatemah Khalfan	1.00	124.00	Prepared and sent cheque requisitions to S. Title; updated Excel spreadsheet with this information; forwarded on for processing with mailing instructions; arranged for courier; follow up email about status of courier
23-Jun-2021	Jim Guo	.20	35.80	voiding chq
23-Jun-2021	Sheldon Title	.40	240.00	text with Yvonne, email to Fatemah to pursue TSSA license now that 2020 invoice is paid; email from Khalfan and to Yvonne/Ryan on our efforts to secure temporary elevator license; email to RBC re: non-receipt of wire/transferred funds and request they urgently review
24-Jun-2021	Akhil Kapoor	3.00	1,170.00	1) Email comm with Ryan re information for 3 employees to whom ROE has been issued2) Discussion with S. Rivet re invoices received from Orkin3) Discussion with S. Title re status of bank transfer, WEPP information for Dundas employees4) Discussion with Ryan re his pending payment and Shoppers invoice5) Discussion with S. Rivet re Pasword invoice6) Email comm with Fatemah re commencing work on putting vendor information in the application for RHRA funding7) Preparation of City of Hamilton Funding application for April and May 2021 8) Email comm re certain invoice payments required
24-Jun-2021	Akhil Kapoor	1.50	585.00	1) Preparation of RHRA subsidy form re sections on vendors, their amounts, their rationale, RHRA license information and other details (to be continued). Also discussion with Fatemah re what needs to be done re attaching invoices and payment confirmations2) Discussion with Fatemah re certain line items to be checked for City applications (incl. verifying items which are not allowed to be claim) 3) Update from S. title on RBC account transfer and status4) Discussion with Rose re requiring certain information on licenses
24-Jun-2021	Fatemah Khalfan	2.00	248.00	- Reviewed Invoices, payments and cheques, entered into Excel spreadsheet; in preparation for submitting for City of Hamilton and RHRA funding
24-Jun-2021	Fatemah Khalfan	.60	74.40	Updated tracker with Invoices received; saved Invoices to the server
24-Jun-2021	Sheldon Title	.40	240.00	call with Phoenix on status of transaction; call with Yvonne

25-Jun-2021	Akhil Kapoor	1.00	390.00	1) Discussion with Fatemah re structuring of the invoice excel sheet for cross referring it with application 2) Discussion with S. Title re call update with BCU and CWB and status update on the transaction 3) Email comm re updates from RBC about money transfer 4) Discussion with S. Rivet re PPE 5) Emails re Dundas outbreak over 6) Receipt of invoice from Glenbriar and others sharing with Fatemah for tracker
25-Jun-2021	Fatemah Khalfan	.50	62.00	Meeting with A. Kapoor to discuss RHRA funding information gathered so far
25-Jun-2021	Fatemah Khalfan	1.30	161.20	Prep work for RHRA funding; reviewing Invoices and times; collecting information; updating Excel spreadsheet
25-Jun-2021	Fatemah Khalfan	.80	99.20	Prepared and sent cheque requisitions to S. Title; updated Excel spreadsheet with this information; forwarded on for processing with mailing instructions; arranged for courier; follow up email about status of courier
25-Jun-2021	Fatemah Khalfan	1.30	161.20	Received vendor Invoices; saved them to tracker; saved them to client folder
25-Jun-2021	Fatemah Khalfan	.40	49.60	Phone call with TSSA to see if 2020 License was generated; received license via email; forwarded to S. Title
25-Jun-2021	Sheldon Title	.60	360.00	emails to /from RBC; emails to/from Yvonne re: COVID outbreak being declared over, etc.; call and email with Patel of RBC; receipt of elevator license and forward to Yvonne
26-Jun-2021	Akhil Kapoor	.10	39.00	1) Discussion with S. Rivet re the damage done by R N R, insurance coverage available, securing the premises, calling Lee or DDK for repairs and related matters 2) Updating S. Title and Yvonne about it
28-Jun-2021	Akhil Kapoor	3.50	1,365.00	1) Discussion with the 3 admins for payroll submission (to be reviewed) 2) Discussion with Shannon re R N R repairs, furnace issues among others 3) Discussion with Anthony re Pristine, payroll hours, Telus executive info among others 4) Email comm with Telus re requiring them to continue services at Maple due to the Court order. Email with S. Title about it as well 5) Discussion with Fatemah re continuation of work on the application, invoice and cheque consolidation among others 6) Discussion with Ryan re Dundas payroll report, Ryan's expenses among others. Forwarding Ryan's expense report to Fatemah 7) Follow up with S. Title and Fatemah re certain payments to be made 8) Arranging courier pick up of rent from Dundas to HO 9) Discussion re daily bank activity report 10) Emails re Cogeco and other invoices as per invoice tracker
28-Jun-2021	Chahna Nathwani	.50	62.00	Cheque requisition, process cheques under training and printing cheques

28-Jun-2021	Fatemah Khalfan	.80	99.20	Prepared and sent cheque requisitions to S. Title; updated Excel spreadsheet with this information; forwarded on for processing with mailing instructions; arranged for courier; follow up email about status of courier
28-Jun-2021	Fatemah Khalfan	.40	49.60	Emails exchanged with vendor (Flanagan) about status of some Invoices in question
28-Jun-2021	Fatemah Khalfan	1.50	186.00	Prep work for RHRA funding; reviewing Invoices and times; collecting information; updating Excel spreadsheet
28-Jun-2021	Fatemah Khalfan	1.30	161.20	Received vendor Invoices; saved them to tracker; saved them to client folder
28-Jun-2021	Fatemah Khalfan	1.30	161.20	Printed cheques; mailed; arranged for courier
28-Jun-2021	Mubeen Ghouri	.25	50.75	Bookkeeping
28-Jun-2021	Sheldon Title	3.00	1,800.00	review of o/s payments, arrange for processing of payments, cash flow management; email to/from Yvonne; email to/from Akhil/Shannon on R NR accident
29-Jun-2021	Akhil Kapoor	3.00	1,170.00	1) Discussion with Fatemah, multiple emails and calls and finalization the application content, excel sheet to cover all invoices considered in the application (to continue working on the excel sheet tomorrow), missing invoices/cheques and status of the same2) Discussion with Shannon re furnace repairs and status, knife sharpening invoice,3) Discussion with S. Title re status of application and information required4) Discussion with Mike re Bell invoices, bank report, forwarding the same to S. Title and Mubeen5) Email comm with Yvonne re ORCA funding status and related details for the RHRA application6) Review of Shannon's expense reports, arranging the PDF and sharing with Fatemah for payment7) Review of updated rent roll and arranging for pick up of cheques from Dundas to HO8) Discussion with Yvonne re pending tasks for Ryan as he is on vacation next week9) Email comm with Telus re requesting to continue existing services and update about new buyer (response pending)
29-Jun-2021	Akhil Kapoor	2.50	975.00	1) Finalization of payroll, discussion with the 3 admins, computations, time sheets and submission of payroll2) Multiple emails with ADP re certain errors and warnings re ROE among others3) Calls with ADP to ensure NV payment is made through Dundas but realized that it cannot be done4) Discussion with S. Title re updates and progress
29-Jun-2021	Fatemah Khalfan	.80	99.20	Prepared and sent cheque requisitions to S. Title; updated Excel spreadsheet with this information; forwarded on for processing with mailing instructions; arranged for courier; follow up email about status of courier

29-Jun-2021	Fatemah Khalfan	.30	37.20	Phone call to TSSA to follow up on 2021 Invoice; sent out email with update
29-Jun-2021	Fatemah Khalfan	1.30	161.20	Received vendor Invoices; saved them to tracker; saved them to client folder
29-Jun-2021	Fatemah Khalfan	1.50	186.00	Prep work for RHRA funding; reviewing Invoices and times; collecting information; updating Excel spreadsheet
29-Jun-2021	Fatemah Khalfan	1.50	186.00	Sent online cheques to S. Title for e-signature; received back and printed cheques; mailed out and/or arranged for courier
29-Jun-2021	Fatemah Khalfan	.40	49.60	Emails exchanged with vendor (Flanagan) about status of some Invoices in question
29-Jun-2021	Sheldon Title	.50	300.00	banking/emails with Perna/Rigby, Kapoor re: payroll, texts with Yvonne on status; email from NV resident; payment processing
30-Jun-2021	Akhil Kapoor	3.10	1,209.00	1) Finalization of RHRA application, adding up PDFs and sharing with S. Title for review 2) Discussion with S. Rivet re expenses considered for RHRA application, payroll, R N R repairs, furnace repairs required and approving the quote 3) Discussion with Ryan re payroll cheques to be distributed on Friday, his reimbursement, courier pick up of rent cheques among others 4) Discussion with Anthony re Telus, payroll, Pristine 5) Revised form received from S. Title and understanding the changes. Email comm with S. Title and Fatemah about the changes, requirement of April, May bank statement among others 6) Reviewing and consolidating Shannon's claim and sending to Fatemah for processing 7) Receipt of revised excel sheet from Fatemah (to be reviewed) 8) Enquiring with S. Rivet about certain of her reimbursement expenses for RHRA application 9) Addition of a few invoices and sending to Fatemah for updating the tracker
30-Jun-2021	Fatemah Khalfan	.20	24.80	Email to J. Guo if he could locate copies of some cheques
30-Jun-2021	Fatemah Khalfan	1.50	186.00	Prep work for RHRA funding; reviewing Invoices and times; collecting information; updating Excel spreadsheet
30-Jun-2021	Sheldon Title	.10	60.00	email to Jessica Findlay of Laura Philp office re: Dropbox delivery; email to Phoenix on status

05-Jul-2021	Akhil Kapoor	2.80	1,092.00	1) Discussion with S. Rivet re City funding application, furnace repair, elevator issue2) Forwarding City funding application document to Anthony for certain inputs in payroll3) Discussion with Fatemah re back up docs required to be attached to the application and review of the same4) Discussion with S. Title re finalization and obtaining signed sheet from him5) consolidating the application, reviewing it, adding payroll reports from ADP and sharing the consolidated package with RHRA for consideration 6) Discussion re o/s cheques in RBC accounts of Company (to follow up tomorrow)7) Discussion re bank activity reports for last few days, fees charged by RHRA, deposits etc.8) Email comm with Yvonne re certain matters9) Email comm with Ryan re certain invoices
05-Jul-2021	Akhil Kapoor	1.00	390.00	1) Review of changes required by S. Title in the application, discussion with Fatemah re the required changes2) Revising the expense statement summary based on new invoices added/deleted and updating the file3) Revising the RHRA application form, finalizing the expense statement summary and sharing both the docs with S. Title for review
05-Jul-2021	Akhil Kapoor	.20	78.00	1) Receipt of certain invoices and sharing with Fatemah for tracker update and req. preparation2) Receipt of bank activity reports for the week from Mike and discussion with him3) Providing the statements to Mubeen and S. Title4) Glancing through Cogeco online portal to find out about new invoices received
05-Jul-2021	Fatemah Khalfan	2.00	248.00	Received bank statements from S. Title; reviewed for transactions; highlighted along with copies of the cheques; put together all Invoices and cheques/proof of payment; sent to A. Kapoor for review
05-Jul-2021	Fatemah Khalfan	.40	49.60	Received vendor Invoices; saved them to tracker; saved them to client folder
05-Jul-2021	Fatemah Khalfan	.50	62.00	Prepared cheque requisitions for Invoices
05-Jul-2021	Sheldon Title	1.50	900.00	call with Jeffrey of TK Elevators on issues with Northview elevator; email to Shannon/Yvonne re: same; call with Phoenix on Philp transaction; call with Wilson on status of file/Philps transaction and on instruction of Wilson, call to Burych on transaction and follow up emails; processing RHRA application for funding

06-Jul-2021	Akhil Kapoor	2.80	1,092.00	1) Preparation and finalization of City subsidy forms for April to June 2021 for NV and Maple2) Discussion with Pasword Protection re certain Pre receivership invoices and their impact on ULC certificate. Sharing the information with S. Title3) Discussion with S. Rivet re furnaces, Pasword Protection among others4) Email comm with Yvonne re Apollo for Maple, cheque collections from residents among others5) Discussion with Cogeco re outstanding invoices and sharing with Fatemah6) Email comm with RHRA re acknowledging receipt of applications7) Preparation of bank balance analysis and sharing with S. Title8) Review of bank statement for July 5 and discussion with S. Title re transfer of funds. Also forwarded the statement to Mubeen for SRD9) Discussion with S. Title re funding applications and expediting them10) Discussion with Fatemah re Dundas RHRA application and guiding her to commence work 11) Review of City Funding application, finalizing, creating PDFs, consolidation and sharing with S. Title for final review
06-Jul-2021	Fatemah Khalfan	.40	49.60	Phone call to TSSA to follow up on 2021 Invoice; email received from TSSA with some information; forwarded to S. Title
06-Jul-2021	Fatemah Khalfan	.30	37.20	Emails to Cogeco to inquire about current invoices
06-Jul-2021	Fatemah Khalfan	.40	49.60	Received vendor Invoices; saved them to tracker; saved them to client folder
06-Jul-2021	Fatemah Khalfan	.40	49.60	Prepared cheque requisitions for Invoices
06-Jul-2021	Sheldon Title	2.30	1,380.00	banking; email to Perna; email from/to Kapoor; call with Yvonne *2 on various (incl request by Philp to have a call with Yvonne); call *2 with Phoenix on transaction; attempt call to Burych; call with Philp; email to Springstead on 2019 tax return submitted by resident and forward same to Yvonne; emails to/from Vestacon on potential structural issues at home; email exchange with Herrington on Rose's signing subsidy contracts

07-Jul-2021	Akhil Kapoor	2.00	780.00	1) Finalizing the Subsidy forms after discussion with S. Title and submitting them to the City for consideration (for both NV and Maple)2) Discussion with Yvonne re calls with Anthony and email comm with Shannon, Yvonne and S. Title re outbreak3) Discussion with Anthony re finalization of subsidy form4) Discussion with Fatemah re Dundas application for RHRA and status5) Email comm with Shannon re quotes for repair of furnace6) Discussion with Sheldon re status of transaction and likely closure7) Review of bank statement and discussion with Sheldon re transfer of funds8) Email comm with Mike, Sheldon re elevator license renewal9) Glancing through the revised tracker10) Discussion with Fatemah re Cogeco invoices and creating online account11) Discussion with Sheldon re ULC certificate for NV and informing Pasword about Court order and that pulling the certificate will be breach of Court Order
07-Jul-2021	Fatemah Khalfan	1.50	186.00	Prep work for RHRA funding for Dundas; reviewed and printed Invoices; reviewed cheques/payments; collected information; started Excel spreadsheet
07-Jul-2021	Fatemah Khalfan	.70	86.80	Updating tracker with Invoices and cheques mailed out
07-Jul-2021	Sheldon Title	.70	420.00	call with Yvonne, emails from Shannon on covid at Northview, review of RHRA subsidy applications and call with Kapoor on same; call with Phoenix on terms of extension with purchaser; email to/from Kapoor on UCL certification
08-Jul-2021	Akhil Kapoor	2.00	780.00	1) Discussion with S. Rivet re DDK, new cleaning items to be ordered and approving them2) Discussion with Yvonne re new cheques received, dishwasher at Montgomery, Maple Apollo invoices among others3) Discussion with Anthony re dishwasher, Telus and explaining him that the purchaser will take a call on them4) Email comm with S. Title re RBC account new developments, signing of extension in closing date of transaction5) Calls and emails with Fatemah re Dundas application for RHRA, reviewing the sheet, suggesting changes and additions, providing details for filling in the application among others6) Discussion re potential services by Apollo at NV
08-Jul-2021	Fatemah Khalfan	.30	37.20	Phone call with A. Kapoor
08-Jul-2021	Fatemah Khalfan	1.50	186.00	Prep work for RHRA funding for Dundas; updated Excel spreadsheet; reviewed Invoices

09-Jul-2021	Akhil Kapoor	1.00	390.00	1) Emails with Shannon re payroll to be reviewed on Monday, furnace repairs, Cleaning House orders and approvals among others2) Discussion with Yvonne re rent collections at Dundas, grease trap solution and DDK repairs at NV3) Discussion with Fatemah re Dundas RHRA applications, missing BS and requesting from S. Title, status of application, excel template and invoices with payment confirmations among others4) Receipt of certain invoices and forwarding to Fatemah for recording5) Review of daily banking reporting and forwarding to S. Title and Mubeen
09-Jul-2021	Fatemah Khalfan	.50	62.00	Emails to vendor about status of cheques for payment
09-Jul-2021	Fatemah Khalfan	.30	37.20	Email received from S. Title about payment of TSSA Invoice; saved receipt to client folder and diarized for follow up next week
09-Jul-2021	Fatemah Khalfan	.60	74.40	Receipt of April and May bank statements, and June banking report, from S. Title; reviewed briefly for copies of cheques needed
09-Jul-2021	Fatemah Khalfan	2.50	310.00	Prep work for RHRA funding for Dundas; updated Excel spreadsheet; sent to A. Kapoor
09-Jul-2021	Fatemah Khalfan	1.40	173.60	Receipt of Invoices; reviewed; added to tracker and saved to file; updated tracker with any cheques mailed out
09-Jul-2021	Sheldon Title	1.30	780.00	exchange of emails with Rivet on condition of home; response to Wicks on TK elevator's request for a meeting and coordination of same; forwarding Dundas statements for support on RHRA application; email exchange with purchaser and Dobronyi to make introduction; processing TSSA payment and request Khalfan pursue annual elevator license and update Dobronyi on status of elevator; email from Dobronyi on status of additional elevator repairs; processing of payment requisitions after confirming transfer of funds to Maple/Northview

12-Jul-2021	Akhil Kapoor	2.10	819.00	1) Review of Dundas invoices and payment information, excel prepared by Fatemah and revising it to include invoices paid and presentation.2) Preparation of Dundas application and incl. all the required information (to be continued)3) Discussion with Mike, Ryan, Yvonne re multiple invoices and their pending payment4) Discussion re rent cheques for Dundas and planning a courier5) Glancing through July 9 statement and sharing with Mubeen. Discussion with him re updating information till July 96) Discussion with S. Title re status of applications and current shortfall in CF7) Discussion with S. Title re Fire safety plan8) Discussion with Fatemah re certain req. to be prepared9) Discussion with Fatemah re cheque courier from Dundas to NALC10) Discussion re Shannon's pending reimbursement and Lee's expense report
12-Jul-2021	Fatemah Khalfan	2.00	248.00	Prepared disbursements in Ascend; submitted for e-signatures; received back; printed cheques; scanned and saved to client folder; updated tracker; initiated courier; prepared regular mail
12-Jul-2021	Fatemah Khalfan	.80	99.20	Prepared cheque requisitions and sent to S. Title for review/signing
12-Jul-2021	Fatemah Khalfan	.30	37.20	Phone call with TSSA about elevator license; update email sent to S. Title
12-Jul-2021	Fatemah Khalfan	1.00	124.00	Printed and reviewed bank statements and Invoices; matched up to each other
12-Jul-2021	Mubeen Ghouri	.50	101.50	Update Bookkeeping
12-Jul-2021	Sheldon Title	2.10	1,260.00	call with Yvonne on issue relating to POA; review of POA and review of rules concerning personal care POA and response to Yvonne; call with Yvonne after the meeting with TK elevator; call with Phoenix on elevator, funding, transaction; call with Stephen Dauphinee and Jeffrey Wicks and Yvonne on Northview elevator condition

13-Jul-2021	Akhil Kapoor	2.50	975.00	1) Working on the changes proposed by S. Title incl. additions in explanation for the vendors, Yvonne's role justification and discussing with her, advising Ryan to mark the employees relevant for the pandemic preventive measures, discussion with Fatemah re revisions in the vendor invoice summary among others2) Discussion with Shannon, Ryan and Anthony re advising and explaining them about computation of stat holiday pay3) 2) Discussion with Shannon, Ryan and Anthony re advising and explaining them about rent rolls and to follow up for missing rents4) Email comm with Mike re bank activity report, rent rolls among others5) Discussion with S. Title re certain issues re application, bank transfer, balances among others6) Discussion re pick up of cheques from Dundas and delivery at NALC7) Glancing through s 246 report prepared by S. Title8) Discussion with Vestacon re certain o/s invoices9) Reviewing and forwarding certain invoices to Fatemah.10) Discussion with Ryan re ROE of an employee
13-Jul-2021	Akhil Kapoor	1.50	585.00	Finalization of excel of vendor summary and application and sharing with S. Title for review. Also, creating separate PDFs for certain vendors and attaching it with the main application.
13-Jul-2021	Fatemah Khalfan	.90	111.60	Worked on reviewing invoices and copies of cheques and/or bank statements as back
13-Jul-2021	Fatemah Khalfan	.40	49.60	Meeting with A, Kapoor about Dundas funding application
13-Jul-2021	Fatemah Khalfan	.40	49.60	Phone call with TSSA about 2021 elevator license; received via email; forwarded a copy to S. Title
13-Jul-2021	Fatemah Khalfan	.20	24.80	Arranged for courier for pickup and drop off of rent cheques
13-Jul-2021	Sheldon Title	.30	180.00	s. 246 report
13-Jul-2021	Sheldon Title	1.40	840.00	review/comment on RHRA funding application for Dundas, email to/from Rigby on Dundas acct balance, email to/from Laura Philp on her RHRA application, specifically dealing with staffing and related email to Yvonne D; email to Carmela on status of flooring repair/funding restrictions; call with Yvonne on same and on former employee acting as a designated caregiver for one of the residents; further email to RBC on transfer

14-Jul-2021	Akhil Kapoor	3.50	1,365.00	1) Further changes in application to finalize it, discussion with Fatemah re the excel template which includes the list of invoices and adding/subtracting certain invoices after reviewing them.2) Discussion with RHRA re status of NV application and when can we expect to hear from them3) Discussion with S. Title re NV application status and preparation/finalization of Dundas application4) Review of rent rolls and forwarding to all admins for review and follow up (after receipt of certain funds)5) Discussion with all admins re payroll for July 15, how to compute stat holiday pay among others6) Review of bank activity report and forwarding to S. Title and Mubeen7) Discussion with Fatemah re receipt of certain invoices8) Discussion with Patricia from Pasword Protection re cheque dishonoured, checking with S. Title about it and receipt of apology letter from RBC
14-Jul-2021	Akhil Kapoor	1.50	585.00	1) Making certain changes in RHRA application, collating it and sharing with S. Title for review and approval2) Discussion re fund status, collections from City/RHRA
14-Jul-2021	Fatemah Khalfan	.30	37.20	Faxed Receiver's Interim Report with SRD to the OSB
14-Jul-2021	Fatemah Khalfan	.60	74.40	Received email from A. Kapoor with information to add to funding spreadsheet; added and sent back
14-Jul-2021	Sheldon Title	.60	360.00	final review of RHRA application and comment thereon; sign final copy for submission; communication with RBC in respect of its error on processing Pasword Protect cheque
15-Jul-2021	Akhil Kapoor	2.00	780.00	1) Preparation of payroll for NV incl. stat holiday computation, reviewing and submitting the same2) Glancing through Dundas payroll computation in ADP website3) Detailed call with Anthony re stat holiday pay computation, reviewing the inputs in ADP, discussion re missed stat hours of employees who worked on July 1 and running a special payroll.4) Discussion with S. Title re requirement of funds in each account to meet payroll and understanding the reqd. of moving funds within accounts
15-Jul-2021	Akhil Kapoor	2.00	780.00	1) Finalization of RHRA application, coordinating for finding missing bank statements, review of all invoices and payments and preparing the email to be sent to RHRA for Dundas2) Review of updated bank activity report, informing S. Title about the deposit in NV to transfer money to our account3) Discussion with S. Title re deferring expense payments due to shortage of funds4) Multiple calls with Fatemah re finalizing the application5) Approving new orders from CHouse (Dundas)
15-Jul-2021	Fatemah Khalfan	1.30	161.20	Prepared cheque requisition; printed cheque; attended at RBC for deposit

15-Jul-2021	Fatemah Khalfan	2.00	248.00	Finalized Invoices and copies of cheques and/or bank statements as back, for application for funding; scanned all to A. Kapoor
15-Jul-2021	Fatemah Khalfan	.30	37.20	Emails exchanged with S. Title about bank statements
15-Jul-2021	Patricia Ball	.30	53.70	June Bank Rec's
15-Jul-2021	Sheldon Title	.80	480.00	banking related activities; review of Dundas communication to residents re: lifting of restrictions; email to Yvonne my comments; further banking activities
16-Jul-2021	Akhil Kapoor	2.00	780.00	1) Calls and emails with RHRA re NV application denial and reasons for the same2) Discussion with S. Title re rejection of application and discussing options3) Discussion with Fatemah re certain invoices and an invoice for Dundas applicartion4) Discussion re bank activity report5) Discussion with Ryan re missing payroll entries and considering them in next payroll6) Review of Anthony's expense report and forwarding to Fatemah
16-Jul-2021	Fatemah Khalfan	.70	86.80	Printed cheques and mailed out
16-Jul-2021	Fatemah Khalfan	2.00	248.00	Prepared disbursements in Ascend; submitted for e-signatures; received back; printed cheques; scanned and saved to client folder; updated tracker; initiated courier; prepared regular mail
16-Jul-2021	Fatemah Khalfan	1.50	186.00	Updated tracker with Invoices received and cheques mailed out; sent copy to S. Title and A. Kapoor
16-Jul-2021	Sheldon Title	.70	420.00	call with Phoenix on status and RHRA funding; review of RHRA disallowance of our funding request for Northivew, revisit eligibility criteria and email to Phoenix on same and to tee up call with RHRA to discuss
19-Jul-2021	Akhil Kapoor	2.00	780.00	1) Detailed discussion with S. Title re RHRA applications for NV (reconsideration) and Dundas and his discussions with RHRA re possibility of funding. Also discussed the crisis situation and immediate req. of funds2) Discussion with Fatemah re certain invoices which requires payment re Bell (explaining how the amount is collected), Cogeco (and related issues), others3) Review of payroll for NV and verifying whether ADP debit has been made to ensure payroll payments are made on time4) Emailing RHRA to request for certain information re hearing of reconsideration application and Dundas application5) Email comm with Mike re pending BS6) Discussion with S. Title re transition of activities performed by Mike (rents, rent roll, bank statement, PIN Money among others) to Yvonne and admins and taking certain actions7) Follow up with Bell re their invoices for D and NV8) Approving certain quotes re NV and discussion with Ryan re certain PPE supplies available for free9) Discussion re NV furnace leakage

19-Jul-2021	Chahna Nathwani	.40	49.60	cheque requisition, entering payment into ascend, printing, mailing, scanning cheque and save a copy -Cogeco Connexion Inc.
19-Jul-2021	Fatemah Khalfan	.60	74.40	Went into online account for Alectra utilities and downloaded latest statements; reviewed; sent via email to S. Title
19-Jul-2021	Fatemah Khalfan	.50	62.00	Phone call to Cogeco for latest invoice and to be set up on online Billing; second phone call to Cogeco about payment
19-Jul-2021	Fatemah Khalfan	.50	62.00	Updated tracker with Invoices received; saved to client folder
19-Jul-2021	Fatemah Khalfan	1.00	124.00	Cheque requisitions prepared; processed; some sent for e-signature; forwarded on for cheque printing; saved to client folder
19-Jul-2021	Fatemah Khalfan	.20	24.80	Phone call with A. Kapoor about invoices
19-Jul-2021	Sheldon Title	.20	120.00	call with Phoenix after receiving update on status of purchase of other Martino homes; email to obtain updated bank balances
20-Jul-2021	Akhil Kapoor	1.50	585.00	1) Multiple emails and calls with S. Title re RHRA application and the proposed submission of NV and Dundas application today2) Submission of NV application with RHRA3) Calls and emails with RHRA re req. them to review our application this week4) Review of Dundas application, supporting docs incl. making certain highlights and submitting Dundas application with RHRA5) Multiple calls and emails with Fatemah re the application and asking her to verify the attachments again
20-Jul-2021	Akhil Kapoor	3.50	1,365.00	1) Multiple emails with Mike re their current activities to help the admins and the 3 homes, plan to transition the activities within the next 3 weeks or so, giving a heads up to Yvonne about it2) Discussion with Mike re reasons for delay in payment for their services, current status among others3) Discussion with ADP re confirmation that employees have been paid, accessing sharefile and downloading ADP letter requiring MNP to make payment via online banking4) Emails and calls with S. Title re transition of activities 5) Email comm with Ryan re payroll queries, other issues 6) Email comm with Yvonne re update on call with Energy Board, transition of activities to be carried out, free samples of briefs available for residents 7) Call with Energy Board re options available to save on Hydro bill at Dundas 8) Discussion with Fatemah re certain invoices 9) Discussion with S. Title re ADP payment to be made through online banking on account of NV cheque . 10) Discussion re daily banking activity report for 3 days
20-Jul-2021	Fatemah Khalfan	1.00	124.00	Reviewed Invoices and cheque/bank statements to make sure all was in order before sending to A. Kapoor - for RHRA funding application
20-Jul-2021	Fatemah Khalfan	1.30	161.20	Reviewed Invoices received; updated tracker

20-Jul-2021	Sheldon Title	2.40	1,440.00	prepare supplementary submission for RHRA funding, calls and emails with Kendra of RHRA, calls with Graham Phoenix on comments/revisions, email to Rigby on ADP/Northview; processing requests for reconsideration; call with Yvonne of TLC on payments; call with Yvonne Dobronyi; emails to/from Seaton of RBC;
21-Jul-2021	Akhil Kapoor	2.60	1,014.00	1) Discussion with S. Title re RHRA application and his discussion with the legal counsel2) Discussion with Ryan re his concerns about payment outstanding for himself, Henry and others and certain new invoices to be processed3) Review of Ryan's new claim and discussing items purchased from Rona. Dollarama, Amazon among others to determine reasonability4) Understanding all the transition activities from Mike and setting up a call with Yvonne to discuss them on Friday 5) Email comm with ADP re payment status for NV bounced cheque 6) Glancing through daily banking report shared by Mike 7) Discussion re certain rent roll items for Dundas 8) Email comm with Thyssenkrupp re their pending invoices
21-Jul-2021	Mubeen Ghouri	.50	101.50	update bookkeeping
21-Jul-2021	Sheldon Title	1.20	720.00	call/emails with Rigby on ADP/acct management; email to Robert at Staff Relief; email to/from Wilson re: RHRA grant; call with Phoenix on land title issue/closing of other transactions
22-Jul-2021	Akhil Kapoor	2.70	1,053.00	1) Discussion with Mubeen re updating bank activity report2) Discussion with Shannon re errors in payroll, to be rectified next time or through a special payroll, suspension of ADP account, comm. with ADP team, discussion with S. Title and resolution of the issue once payment is made by RBC to ADP3) Discussion re City arrears for the Homes4) Discussion with S. Title re email comm with RHRA about our application and revised response submitted to certain queries, discussions with BCU for addl. funding, Property tax arrears, status of transaction closing, o/s matters barbeque for NV among others.5) Discussion with Fatemah re tracker and payment status of certain invoices, addition of certain invoices (recvd from Ryan) and tracking some of them6) Discussion with Yvonne re certain staffing expense to be added in tracker7) Discussion with S. Title, Yvonne and Vestacon re certain structural damages and requesting for scope of work/quote8) Discussion re payment to Bell for the homes9) Email comm with Telus re account status for Maple
22-Jul-2021	Chahna Nathwani	.20	24.80	Cheques processing, printing and mailing for Dundas and Maple

22-Jul-2021	Fatemah Khalfan	2.50	310.00	Updated tracker; prepared cheque requisitions; arranged for courier; emails exchanged with A. Kapoor about payment on previous Invoices; email sent to vendor advising on status of payment
23-Jul-2021	Akhil Kapoor	.20	78.00	Discussion with S. Title re Laura's request for information, status of transition activities and related discussion with Yvonne, letter from ADP for NSF charge and corresponding collection from RBC.
23-Jul-2021	Akhil Kapoor	2.20	858.00	1) Calls with Yvonne re understanding the transition activities in detail and splitting them into two- i) those which can be delegated to admins and ii) those activities which the new purchaser would manage through head office. Also, discussed to arrange multiple calls next week with admins for transition. Further, discussed and sent her email for Telus situation at Maple2) Email comm and calls with S. Title re status of RHRA funding3) Discussion with Mike re certain activities4) Discussion with Fatemah re certain existing and new invoices received and glancing through the tracker5) Email comm with Shannon re activation of account and advising her to call them to rectify certain errors in the hours of previous pay period6) Calling RHRA and leaving a voice mail to obtain the status of our application and discussion with S. Title7)
23-Jul-2021	Fatemah Khalfan	.80	99.20	Reviewed Invoices received; updated tracker; recorded payments
23-Jul-2021	Fatemah Khalfan	.30	37.20	Printed two cheques and put in the mail
23-Jul-2021	Sheldon Title	.20	120.00	call with Phoenix on RHRA application; email to Yvonne of TLC
26-Jul-2021	Akhil Kapoor	2.00	780.00	1) Discussion with Shannon and Yvonne re NV elevator and current status2) Discussion with Mike re his concerns on payment and explaining him the situation3) Noting down all the transition activities (NALC) and updating S. Title about it4) Discussion with Yvonne re requirement from Laura and scheduling a call with Yvonne for Tuesday5) Discussion with Cleaning House and a few other vendors re payment to be made to them6) Email comm with S. Title re his discussion with RHRA and current status7) Review of bank report, noting down inflows and sharing with S. Title and Mubeen8) Discussion with Cogeco re update on new contract and advising them that the new buyer will be reviewing it and signing post discussion of any concerns9) Discussion with Ryan re employee concerns on stat pay and advising him about the mechanism to run special payroll or cover it during next payroll. Also discussing with him about a creditor invoice
26-Jul-2021	Fatemah Khalfan	1.00	124.00	Reviewed Invoices received; updated tracker

26-Jul-2021	Sheldon Title	.40	240.00	call with Philp; email and call with RHRA on funding request; email to Philp on status of Northview elevator
26-Jul-2021	Sheldon Title	.10	60.00	call with Phoenix
27-Jul-2021	Akhil Kapoor	2.00	780.00	1) Discussion with S. Title re timing of payroll for Aug 52) Email comm with Shannon re special payroll run for a few employees3) Discussion with Yvonne and Vincent re Vestacon's plan to visit Dundas on Thursday to review structural design issues4) Email comm with S. Title and Yvonne re pendency for Laura and S. Title's follow up with City to understand rationale5) Discussion re missing bank statements, obtaining them from Mike and glancing through it, subsequently sending them to S. Title and Mubeen6) Discussion with Fatemah re payment of certain invoices which are overdue and receipt of new invoices7) Update from S. Title re transaction closure w.r.t. City of Hamilton issues
27-Jul-2021	Fatemah Khalfan	.70	86.80	Updated tracker
27-Jul-2021	Fatemah Khalfan	.20	24.80	Email to vendor about Statement of Account
27-Jul-2021	Sheldon Title	1.20	720.00	email to Monica Ciriello of City of Hamilton licensing re: Laura Philp request for employee info; email to Rigby of RBC; call with Laura Philp; call with suppliers
28-Jul-2021	Akhil Kapoor	1.50	585.00	1) Discussion with Shannon and Cleaning House re ordering certain items2) Email comm with vendors incl. TK, JP Forte, Cleaning House re o/s invoices and advising Fatemah to prepare requisitions3) Call with Apollo re pending invoices for Maple, action items at NV and Maple, status of file and expected closure of sale transaction4) Review of bank activity report and sharing for update5) Discussion with Yvonne re certain matters6) Forwarding certain vendor invoices to Fatemah7) Discussion with Shannon re special payroll run for certain employees and waiver of fees by ADP8) Discussion with Mike re PIN money withdrawals9) Email comm with JP Forte team
28-Jul-2021	Fatemah Khalfan	1.00	124.00	Updated tracker with Invoices received, and dates of requisitioned cheques
28-Jul-2021	Fatemah Khalfan	2.40	297.60	Reviewed past Invoices for May and June; urgent requisitions prepared; sent to S. Title for review/approval
28-Jul-2021	Sheldon Title	.20	120.00	call with Yvonne on issue relating to rent cheques allegedly not deposited to Dundas account
29-Jul-2021	Akhil Kapoor	1.00	390.00	1) Review of all payrolls, discussion with admins and finalization of payroll for Aug 5. Updating S. Title about it as well to prepare for the payment on Aug 32) Email comm with S. Mike re requirement of deposits and if it possible to transfer funds through cheque from Co account to MNP Receiver account

29-Jul-2021	Akhil Kapoor	1.10	429.00	1) Discussion with S. Title re bank activity reports and updating him that transition of rent deposit and rent roll (from Mike to admins) will happen next month. Also informed about the discussion with Yvonne2) Email comm with the admins re requesting them to update payroll soon as July 30 is submission day3) Email comm with S. Title re status of RHRA, request to BCU and status of request to City for funds
29-Jul-2021	Fatemah Khalfan	.60	74.40	Prepared cheque requisitions; received signed cheque requisitions; entered to Ascend and sent to S. Title for e-signature; printed cheques
29-Jul-2021	Sheldon Title	1.40	840.00	email to Phoenix on extension of sunset date; email to Yvonne on Laura's request for premise plan and single facility incident plan and call/email to Tiffany Gardner at City of Hamilton to seek clarification concerning these documents; calls/texts with Yvonne on the allegation of sexual assault raised by a tenant and to her investigation into matter; receipt of updated statements from RBC/banking/cheque requisition approvals; call to Ben @ RHRA re: Philps request for certain info; emails to/from Philps on information reques; further call from TK elevators
30-Jul-2021	Fatemah Khalfan	.60	74.40	Emails and phone calls to 3 vendors about cheques being couriered to them
30-Jul-2021	Fatemah Khalfan	.30	37.20	Received returned cheque; looked into it
30-Jul-2021	Fatemah Khalfan	1.20	148.80	Updated tracker with Invoices received, and cheques that had been mailed out
30-Jul-2021	Mubeen Ghouri	.50	101.50	Bookkeeping

Time Charge Summary

Professional	Rate	Working Hours	Total
Sheldon Title			
1 st Mar-31 st May	590	100.10	\$59,059.00
1 st Jun-31 st Jul	600	40.70	\$24,420.00
Matthew Lem	500	3.70	\$1,850.00
Adam Yeoman	312	13.00	\$4056.00
Akhil Kapoor			
1 st Mar-31 st May	375	246.50	\$92,437.50
1 st Jun-31 st Jul	390	148.60	\$57,954.00
Chahna Nathwani	124	4.15	\$514.60
Fatemah Khalfan	124	140.00	\$17,360.00
Jim Guo			
1 st Mar-31 st May	148	8.20	\$1,213.60
1 st Jun-31 st Jul	179	2.40	\$429.60
Mubeen Ghouri			
1 st Mar-31 st May	195	8.55	\$1,667.25
1 st Jun-31 st Jul	203	6.10	\$1,238.30
Patricia Ball			
1 st Mar-31 st May	166	10.80	\$1,792.80
1 st Jun-31 st Jul	179	2.60	\$465.40
Sheila Ayer	169	15.00	\$2,535.00
Trina Burningham	143	6.90	\$986.70
Total		757.3	\$ 267,979.75

TAB 2G

APPENDIX “G”

Court File No.: CV-21-00661132-00CL

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

B E T W E E N:

BUDUCHNIST CREDIT UNION LIMITED

Applicant

- and -

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

Respondents

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

**AFFIDAVIT OF THOMAS LAMBERT
(Sworn August 24, 2021)**

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

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

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

the period of March 1, 2021 to and including August 20, 2021 (the "**Billing Period**"). During the Billing Period, the total fees and disbursements billed were \$62,820.00 and \$949.57, with applicable taxes of \$8,235.59, for an aggregate amount of \$72,005.16.

3. As set out in the following table, 117.50 hours were billed by Loopstra Nixon during the Billing Period, resulting in an average hourly rate of \$534.64 (exclusive of applicable taxes):

Name of Professional	Total Hours	Hourly Rate(s) (\$)
R.G. Phoenix (2006)	103.00	575
T. Lambert (2016)	8.30	350
Amanda Adamo (Law Clerk)	5.50	100
Shannon MacKinnon (Law Clerk)	0.70	200

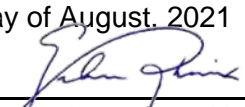
4. I confirm that the activities detailed in the Statements of Account attached hereto as Exhibit "A" accurately reflect the services provided by Loopstra Nixon; and, that the rates charged are the standard hourly rates for each such professional at the time that such charges were incurred.

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

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

SWORN BEFORE ME at the
City of Toronto, in the
Province of Ontario, this

24th day of August, 2021

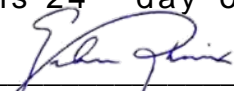

A Commissioner for taking affidavits, etc.

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THOMAS LAMBERT

This is Exhibit "A" referred to in the
Affidavit of Thomas Lambert sworn before
me this 24th day of August, 2021.

A handwritten signature in blue ink, appearing to read "John P. Harris", is written over a horizontal line.

A Commissioner, etc.



May 7, 2021

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

CONFIDENTIAL

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

Matter No. 15753-0011

Attention: Sheldon Title

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

Please find enclosed herewith our Statement of Account for services rendered with regard to the above-noted matter to and including April 30, 2021 which we trust you will find satisfactory.

If you have any questions, please contact the undersigned.

Yours truly,

LOOPSTRA NIXON LLP
Per:

R. Graham Phoenix
Encl.



May 7, 2021

Invoice No. 99255

Matter No. 15753-0011

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

Attention: Sheldon Title

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

STATEMENT OF ACCOUNT

TO OUR FEE FOR PROFESSIONAL SERVICES rendered in connection with the above-noted matter through to April 30, 2021.

OUR FEE	\$42,407.50
HST on Fees @ 13%	\$5,512.98

DISBURSEMENTS:

Total Disbursements	\$544.60
HST on Disbursements	\$57.93

Total Fees, Disbursements and HST	<u>\$48,523.01</u>
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The above account represents a summary of the professional services rendered to you, and this firm reserves the right to provide further particulars of our professional services rendered in the event the same is required or requested.

THIS IS OUR STATEMENT OF ACCOUNT HEREIN

LOOPSTRA NIXON LLP

Per:

R. Graham Phoenix
RGP/cal

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



PRIVILEGED AND CONFIDENTIAL
Billing Detail Report to 30-Apr-2021

May 7, 2021

Invoice No. 99255

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

Matter No. 15753-0011

Attention: Sheldon Title

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

FEES

<u>Date</u>	<u>Narrative</u>	<u>Professional</u>	<u>Time</u>
01-Mar-2021	Emails with court officer re: file transfer. Calls with S. Title re: same. Drafting order re: sales approval and administrative relief. Review draft order from Thomas Lambert. Review practice direction re: transferring matters to Commercial List. Email to counsel to the Respondents. Review and revise manager contract.	RGP	2.30
01-Mar-2021	Telephone call with RGP, to telephone call with Hamilton Trial Coordinator re: scheduling, and to review of notice of profession	TPL	0.60
01-Mar-2021	To review of consolidated practice direction, to drafting Order re: transfer of venue and to email to Graham Phoenix	TPL	1.20
02-Mar-2021	Finalize review of contractor agreement. Comments to S. Title. Drafting NOM. Further dealings with Court Office.	RGP	1.80
03-Mar-2021	Correspondence with Court Office to secure motion. Call with S. Title re: BCU comments and interested party. Email to RHRA re: same.	RGP	0.80
03-Mar-2021	To conference call with Graham Phoenix	TPL	0.10
04-Mar-2021	Review of broker agreement. Discussion with S. Title re: indemnity provisions, and other issues.	RGP	0.90
05-Mar-2021	Emails with RHRA re: licence transfer. Emails with counsel to debtors. Emails and calls with S. Title re: various issues. Drafting materials.	RGP	1.60
09-Mar-2021	To draft affidavit of fees	AMA	1.00
10-Mar-2021	To review and amend fee affidavit	TPL	0.70
10-Mar-2021	To finalize and compile affidavit of fees; fwd to Thomas Lambert	AMA	0.20



11-Mar-2021	Conference with S. Title re: finalizing materials, RHRA, service. Review and revise first report. Comments to S. Title. Finalize draft notice and orders. Directions to clerk re: service of the same.	RGP	3.10
12-Mar-2021	Finalize notice of motion and orders. Directions to clerk re: motion record	RGP	1.00
12-Mar-2021	To conference with RGP re: service and to review of service list	TPL	0.10
12-Mar-2021	To draft cover/back page re: confidential appendices to First Report of the Receiver.	AMA	0.20
12-Mar-2021	To draft cover/service list/index/back page re: motion record	AMA	0.80
14-Mar-2021	Review finali report and appendices. Forward to clerk for service.	RGP	0.50
15-Mar-2021	Conference with TPL re: materials and revisions.	RGP	0.60
15-Mar-2021	To review Motion Record	TPL	0.40
15-Mar-2021	To finalizing motion record, to indexing motion record, to establishing Sync.com drive and to providing instructions to DC re service	TPL	1.50
15-Mar-2021	To compile finalized confidential appendices to first report	AMA	0.30
15-Mar-2021	To compile motion record of MNP Ltd	AMA	0.50
15-Mar-2021	To draft service letter re: motion record	AMA	0.10
16-Mar-2021	To drafting affidavits of service and to compiling exhibits	TPL	0.60
16-Mar-2021	To truing up orders, and to uploading affidavits of service and orders to Sync.com, and to emailing documents to Commercial List (including Confidential Report) for filing	TPL	0.70
17-Mar-2021	To email to A. Sidhu (KMB Law) re: service of motion materials	TPL	0.10
17-Mar-2021	To email to commercial list	TPL	0.10
18-Mar-2021	Call with counsel to BCU. Call with S. Title. All re: sales process.	RGP	0.80
19-Mar-2021	Calls and emails with W. Burych re: possible financing/discharge. Calls with Receiver re: same. Clarifying email to W. Burych re: receiver's position. Call counsel to RHRA re RHRA position on motion.	RGP	1.50
19-Mar-2021	Conference call with RGP re: motion to approve sale process	TPL	0.30
20-Mar-2021	Multiple emails with counsel to BCU re: delaying process. Calls with S. Title re: same.	RGP	1.50
21-Mar-2021	Email with counsel to BCU re: call.	RGP	0.10



22-Mar-2021	Emails to Court re: update on motion and draft order. Call with BCU and counsel. Emails to BCU counsel re: connecting with interested party. Calls with Receiver re: same. Preparation for motion.	RGP	3.10
22-Mar-2021	To receive, review and respond to email from Commercial List re: filing materials	TPL	0.10
23-Mar-2021	Attend on motion re: transfer and sale process. Draft endorsement re: the same and finalize order re: the same. Emails and calls with all counsel re: obtain consent of the same. Call with Receiver re: path forward. Call with counsel to BCU re: same. Emails with court office and further consideration of sales procedure.	RGP	2.30
24-Mar-2021	Call with S. Title. Email to counsel to BCU re: next steps.	RGP	0.40
25-Mar-2021	Call with BCU and counsel, and trustee, re: next steps. Draft and send overview email to BCU's counsel for sharing with Purchaser.	RGP	1.30
26-Mar-2021	Call with S. Title re: home incidents and events/costs. Email to counsel to proposed purchaser and BCU re: deal. Receive and comment on "offer".	RGP	0.70
29-Mar-2021	Call with counsel to BCU. Email to purchaser. Call with purchaser and counsel, and counsel to BCU. Call with S. Title re: deal.	RGP	1.20
30-Mar-2021	Email to BCU and counsel re: Phelps agreement. Drafting APA re: same.	RGP	2.10
30-Mar-2021	To conference with Graham Phoenix.	TPL	0.10
30-Mar-2021	To drafting requisition re: transfer, and to providing filing instructions to AA	TPL	0.80
30-Mar-2021	To file requisition re: transfer to commercial list electronically	AMA	0.10
31-Mar-2021	Review email from counsel to BCU. Call with S. Title re: same.	RGP	0.30
01-Apr-2021	Finalize draft APA. Forward to Thomas Lambert and S. Title for review. Call with W. Burych. Calls with S. Title re: next steps. Email to Purchaser's counsel.	RGP	1.60
01-Apr-2021	To review and comment on APA	TPL	0.70
02-Apr-2021	Edit and revise APS.	RGP	1.30
02-Apr-2021	To receive and review email from RGP to J. Alousis re: template APA	TPL	0.10
03-Apr-2021	Revised APS and send to Sheldon for comments. Further revise APS. Finalize draft and send to purchaser's lawyer with clarifying email.	RGP	2.40
05-Apr-2021	Vm to W. Burych.	RGP	0.10



06-Apr-2021	Email to counsel to BCU re: possible sale. Discussion with Receiver re: same.	RGP	0.40
07-Apr-2021	Conference with Graham Phoenix	TPL	0.10
08-Apr-2021	Revised APS per emails with purchaser and BCU. Forward same to purchaser, with caveat re: need to address subordinate lenders. Call with counsel to RHRA re: timing. Call with S. Title.	RGP	1.60
09-Apr-2021	Reviewing and finalizing APS. Addressing various issues re: support of proposed transactions. Emails with mortgagees' counsel. Calls with various parties. Conference with trustee re: same. Draft multiple versions of correspondence to Justice Hailey. Emails to all mortgagees. Finalize and send letter to Justice Hailey.	RGP	4.20
09-Apr-2021	To create sync.com link; to fwd same to Graham Phoenix	AMA	0.10
10-Apr-2021	Emails with Receiver. Emails with counsel to RHRA re: APS. Emails to counsel to purchaser and debtors re: third-party consents.	RGP	0.40
11-Apr-2021	Emails and calls with purchaser's counsel, debtors counsel and counsel to 2nd and 3rd mortgagee re: deal support. Conference with Receiver re: same. Email to T. Duncan re: the same	RGP	1.10
12-Apr-2021	Calls with counsel to RHRA and counsel to Purchaser. Call with Receiver. Preparation for and attend motion re: sale approval.	RGP	1.30
13-Apr-2021	Finalize draft APS. Share clauses with RHRA. Share agreement with purchaser's counsel. Call with Trustee re: same and next steps.	RGP	1.20
16-Apr-2021	Email to purchaser's counsel re: next steps and wire instructions.	RGP	0.20
18-Apr-2021	Emails to purchaser's counsel re: next steps and needed deal elements. Call with S. Title. Emails and texts with counsel to BCU.	RGP	0.60
19-Apr-2021	Call with S. Title re: potential Philp Deal. Call with W. Burch re: same.	RGP	0.60
20-Apr-2021	Call with S. Title and counsel to BCU re: potential agreement. Revised APA to contemplated condition re: sub-lender agreement. Circulate to Receiver and counsel for BCU for comment. Revise the same and send to purchaser. Further revisions to the same.	RGP	2.70



21-Apr-2021	Emails with counsel to potential purchaser. Call with Receiver re: update on homes (illness), elevator and potential sale. Email to counsel to potential purchaser requesting signed document and deposit.	RGP	0.50
22-Apr-2021	Emails to secured creditor re: pending APA. Call with S. Title re: same. Drafting motion materials (including all title review). Circulate to purchaser's counsel for comment.	RGP	3.20
23-Apr-2021	Comments on second report. Call with Receiver re: same. Finalize motion record re: sale approval. Directions to clerk re: service of the same.	RGP	2.40
23-Apr-2021	To compile motion record; to serve via email & courier	AMA	1.00
23-Apr-2021	To bind motion record	AMA	0.20
23-Apr-2021	To attendances re: property search, review of searches; to internal correspondence re: same;	SJM	0.70
25-Apr-2021	Review and comment on draft confidential supplemental report.	RGP	1.50
26-Apr-2021	To receive and review email form Applicant's lawyer re: notice of change; to update service list.	AMA	0.30
26-Apr-2021	Email exchange with Graham Phoenix service list; to update same	AMA	0.10
26-Apr-2021	To file motion record and affidavit of service electronically.	AMA	0.20
26-Apr-2021	To upload motion materials to sync.com	AMA	0.10
26-Apr-2021	To update calendar invite with sync details; to send same	AMA	0.10
27-Apr-2021	Call with purchaser and interested parties re: closing issues. Call with BCU and counsel re: same. Email to RHRA re: comment on title condition. Draft condition for trustee review.	RGP	1.50
28-Apr-2021	Revised agreement to include condition re: land titles. Call with counsel to purchaser re: same. Conference with S. Title re: report. Emails to secured creditor and counsel. Review and comment on second supplement.	RGP	2.20
29-Apr-2021	Various emails and calls with Trustee re: transaction issues. Various emails and calls with purchasers' counsel. Emails to BCU and counsel. Emails to RHRA and counsel. Draft, amend, revise agreement, correspondence with Hailey J., second supplement multiple times re: changing deal terms. Finalize same. Email to Hailey J. Directions to clerk re: service of the same. Prepare for court.	RGP	6.40



29-Apr-2021	To serve second supplement to report of receiver via email	AMA	0.10
29-Apr-2021	To update calendar invite; send same	AMA	0.10
30-Apr-2021	Preparation for Court. Attendance on motion re: approval of an alternate transaction. Email to Judge re: orders and endorsement language. Email with BCU counsel and purchaser's counsel after court.	RGP	2.20

OUR FEE	<hr/>	\$42,407.50
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<u>Time Summary</u>	<u>Hours</u>
Amanda Adamo	5.50
R. Graham Phoenix	67.50
Shannon MacKinnon	0.70
Thomas Lambert	8.30
Total hours:	<hr/> 82.00

DISBURSEMENTS (E=HST exempt)

	Amount
Abstract Search	175.40
Courier	145.20
Filing Fee (E)	99.00
Process Serving	125.00
Total Disbursements	<hr/> \$544.60



June 8, 2021

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

CONFIDENTIAL

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

Matter No. 15753-0011

Attention: Sheldon Title

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

Please find enclosed herewith our Statement of Account for services rendered with regard to the above-noted matter to and including May 31, 2021 which we trust you will find satisfactory.

If you have any questions, please contact the undersigned.

Yours truly,

LOOPSTRA NIXON LLP
Per:

R. Graham Phoenix
Encl.



June 8, 2021

Invoice No. 100082

Matter No. 15753-0011

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

Attention: Sheldon Title

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

STATEMENT OF ACCOUNT

TO OUR FEE FOR PROFESSIONAL SERVICES rendered in connection with the above-noted matter through to May 31, 2021.

OUR FEE	\$1,610.00
HST on Fees @ 13%	\$209.30

DISBURSEMENTS:

Total Disbursements	\$404.97
HST on Disbursements	\$11.05

Total Fees, Disbursements and HST	<u>\$2,235.32</u>
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The above account represents a summary of the professional services rendered to you, and this firm reserves the right to provide further particulars of our professional services rendered in the event the same is required or requested.

THIS IS OUR STATEMENT OF ACCOUNT HEREIN

LOOPSTRA NIXON LLP
Per:


R. Graham Phoenix
RGP/cal

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



PRIVILEGED AND CONFIDENTIAL
Billing Detail Report to 31-May-2021

June 8, 2021

Invoice No. 100082

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

Matter No. 15753-0011

Attention: Sheldon Title

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

FEES

<u>Date</u>	<u>Narrative</u>	<u>Professional</u>	<u>Time</u>
03-May-2021	Email to John Alousis re: follow-up. Call with S. Title re same and next steps.	RGP	0.40
04-May-2021	Email to J. Alousis re: progress. Calls and emails with S Title re: same and property issue.	RGP	0.30
05-May-2021	Emails among counsel and calls with S. Title re: various issues. Emails with court office re: follow-up on orders.	RGP	0.60
06-May-2021	Emails with RHRA. Discussioin wiht S. Title re: funding and operations.	RGP	0.40
08-May-2021	Email to W. Burych.	RGP	0.10
10-May-2021	Email to J. Alousis re: status inquiry.	RGP	0.10
11-May-2021	Call with BCU and counsel re: update.	RGP	0.20
12-May-2021	Call with purchaser's counsel re: waiver.	RGP	0.20
13-May-2021	Email from purchaser's counsel confirming waiver. Call with S. Title re: same.	RGP	0.20
14-May-2021	Receipt of waiver re: conditio on APA. Call wiht S. Title re: same. Emails re: same.	RGP	0.20
19-May-2021	Email to W. Burych re: land titles issue.	RGP	0.10
OUR FEE			<u>\$1,610.00</u>

Time Summary

	<u>Hours</u>
R. Graham Phoenix	2.80
Total hours:	<u>2.80</u>

DISBURSEMENTS (E=HST exempt)

	<u>Amount</u>
Courier	84.97
Online Litigation Filing (E)	320.00
Online Litigation Filing (E)	320.00



LOOPSTRA NIXON LLP
BARRISTERS AND SOLICITORS

377

Online Litigation Filing (E)	(320.00)	
Online Litigation Filing (E)	320.00	
Online Litigation Filing (E)	(320.00)	
Total Disbursements		<u>\$404.97</u>



July 8, 2021

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

CONFIDENTIAL

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

Matter No. 15753-0011

Attention: Sheldon Title

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

Please find enclosed herewith our Statement of Account for services rendered with regard to the above-noted matter to and including June 30, 2021 which we trust you will find satisfactory.

If you have any questions, please contact the undersigned.

Yours truly,

LOOPSTRA NIXON LLP
Per:

R. Graham Phoenix
Encl.



July 8, 2021

Invoice No. 100798

Matter No. 15753-0011

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

Attention: Sheldon Title

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

STATEMENT OF ACCOUNT

TO OUR FEE FOR PROFESSIONAL SERVICES rendered in connection with the above-noted matter through to June 30, 2021.

OUR FEE	\$2,012.50
HST on Fees @ 13%	\$261.63

Total Fees, Disbursements and HST	<u>\$2,274.13</u>
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The above account represents a summary of the professional services rendered to you, and this firm reserves the right to provide further particulars of our professional services rendered in the event the same is required or requested.

THIS IS OUR STATEMENT OF ACCOUNT HEREIN

LOOPSTRA NIXON LLP
Per:

R. Graham Phoenix
RGP/pca



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



PRIVILEGED AND CONFIDENTIAL
Billing Detail Report to 30-Jun-2021

July 8, 2021

Invoice No. 100798

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

Matter No. 15753-0011

Attention: Sheldon Title

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

FEES

<u>Date</u>	<u>Narrative</u>	<u>Professional</u>	<u>Time</u>
01-Jun-2021	Call with Trustee re: outbreak and various issues. Email to counsel to BCU re: title issue and deal concerns.	RGP	0.50
08-Jun-2021	Call with Receiver re: update and next steps.	RGP	0.10
10-Jun-2021	Call with Receiver re: update on outbreak, Philps deal and property issue. Review property review. Email to counsel to BCU re: latter.	RGP	1.00
12-Jun-2021	Update call re: Dundas outbreak.	RGP	0.10
16-Jun-2021	Emails and call with S. Title re: Dundas update and Philps deal. Emails with RHRA re: same.	RGP	0.30
18-Jun-2021	Call with Reciever. Call with W.Burych. Call with Receiver and T. Wilson. All re: funding, title, deal, etc.	RGP	0.80
22-Jun-2021	Review APA re: conditions and sunset date. Email with purchaser's counsel re: same. Drafting amendment re: same. Emails with Receiver re: same and other issues. Email to RHRA re: closing update.	RGP	0.50
30-Jun-2021	Emails with Receiver re: deal status.	RGP	0.20
OUR FEE			<u>\$2,012.50</u>

Time Summary

	<u>Hours</u>
R. Graham Phoenix	3.50
Total hours:	<u>3.50</u>



August 24, 2021

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

CONFIDENTIAL

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

Matter No. 15753-0011

Attention: Sheldon Title

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

Please find enclosed herewith our Statement of Account for services rendered with regard to the above-noted matter to and including August 23, 2021 which we trust you will find satisfactory.

If you have any questions, please contact the undersigned.

Yours truly,

LOOPSTRA NIXON LLP

Per:

R. Graham Phoenix
Encl.



August 24, 2021

Invoice No. 102297

Matter No. 15753-0011

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

Attention: Sheldon Title

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

STATEMENT OF ACCOUNT

TO OUR FEE FOR PROFESSIONAL SERVICES rendered in connection with the above-noted matter through to August 23, 2021.

OUR FEE	\$16,790.00
HST on Fees @ 13%	\$2,182.70

Total Fees, Disbursements and HST	\$18,972.70
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The above account represents a summary of the professional services rendered to you, and this firm reserves the right to provide further particulars of our professional services rendered in the event the same is required or requested.

THIS IS OUR STATEMENT OF ACCOUNT HEREIN

LOOPSTRA NIXON LLP

Per:


R. Graham Phoenix
RGP/cks

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



PRIVILEGED AND CONFIDENTIAL
Billing Detail Report to 23-Aug-2021

August 24, 2021

Invoice No. 102297

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

Matter No. 15753-0011

Attention: Sheldon Title

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

FEES

<u>Date</u>	<u>Narrative</u>	<u>Professional</u>	<u>Time</u>
05-Jul-2021	Call with Receiver re: Philps deal and concerns. Emails to RHRA re: revocation concerns	RGP	0.40
06-Jul-2021	Calls with Trustee re: extension to APS. Emails with RHRA re: revocaiton date. Call with counsel to purchaser re: status of transaction. Debrief call with Reciever. Draft extension agreement re: APS.	RGP	1.30
07-Jul-2021	Finalize extension to APS	RGP	0.60
09-Jul-2021	Call with counsel to secured creditor on related homes re: RHRA.	RGP	0.30
12-Jul-2021	Call with S. Title re: various issues. Email to W. Burych re: title matters.	RGP	0.50
13-Jul-2021	Emails with W. Burych. Research re: title conversion and First Application.	RGP	1.70
14-Jul-2021	Review of email and notes from W. Burych re: title issues. Call with W. Burych re: same. Reporting email to Recevier.	RGP	0.60
16-Jul-2021	Call with S. Title. Review application to RHRA for funding. Email to M. McClurg (RHRA). Review title issues.	RGP	1.50
19-Jul-2021	Futher review of RHRA materials. Call with RHRA re: same. Call with Receiver re: debreif.	RGP	1.10
20-Jul-2021	Call with Trustee re: RHRA funding. Review and comment on re-application.	RGP	1.10
22-Jul-2021	Review RHRA email re: concerns. Call with S. Title re: the same. Draft and respond to RHRA with clarifications.	RGP	1.30
26-Jul-2021	Call with Receiver re: update on RHRA and related transactoins. Eamil to counel to BCU re: title matters.	RGP	0.40



27-Jul-2021	Call with S. Title re: RHRA and related homes. Emails with counsel to BCU re: title matters.	RGP	0.30
30-Jul-2021	Call with Receiver re: state of RHRA application and strategy going forward. Emails with Court office re: timing of hearing.	RGP	0.20
03-Aug-2021	Review correspondence re: funding issues. Call with Receiver re: same.	RGP	0.50
04-Aug-2021	Emails and calls with Receiver re: RHRA funding issues. Email to purchaser's counsel re: extension to closing. Emails to counsel to BCU re: title issue.	RGP	0.70
05-Aug-2021	Call with S. Title re: RHRA financing, Philp deal and other issues. Email to counsel to Philp re: extension. Draft second extension agreement. Email and call with counsel to BCU re: same and court date.	RGP	1.20
06-Aug-2021	Finalize and send extension agreement to counsel to Philp. Call with S. Title re: same and re: Philp response to elevator issue and misunderstanding. Emails with Philp and counsel. Emails with counsel to RHRA re: extension and court date. Emails with court re: same.	RGP	0.90
08-Aug-2021	Email executed agreement to counsel to Purchaser.	RGP	0.10
09-Aug-2021	Call with Receiver re: next steps. Emails with court. Emails with counsel to BCU. Review state decl of Burych and issues re: land titles. Edit statutory declaration for Burych and forward to Receiver for review.	RGP	1.90
11-Aug-2021	Call with S. Title re: next steps. Emails to counsel to BCU re: court application.	RGP	0.30
13-Aug-2021	Call with Receiver re: RHRA funding decision and strategic next steps. Drafting motion materials.	RGP	1.40
16-Aug-2021	Review and comment on Burych affidavit. Draft motion materials for for September 7 return date. Review law re: Title Conversion. Directions to S. White re: same. Email to receiver and W. Burych re: materials.	RGP	3.00
17-Aug-2021	Emails and call with counsel to BCU. Call with S. Title re: various issues.	RGP	0.50
18-Aug-2021	Research re: Land Titles and Planning Act. Review Burych materials. Call with W. Burych re: same. Call with S. Title.	RGP	2.60
19-Aug-2021	Review additional case law from S. White. Revising order and draft affidavit. Emails to counsel to BCU.	RGP	3.50



20-Aug-2021	Review law and revise order. Call with W. Burych. Call with S. Title.	RGP	1.30
OUR FEE			<hr/> \$16,790.00

Time Summary

Hours

R. Graham Phoenix	29.20
Total hours:	<hr/> 29.20

BUDUCHNIST CREDIT UNION LIMITED
Applicant

-and-

DUNDAS RETIREMENT PLACE INC. et al.
Respondents

Court File No.: CV-21-00661132-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(Commercial List)

Proceedings commenced at HAMILTON

AFFIDAVIT OF FEES

LOOPSTRA NIXON LLP

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

R. Graham Phoenix

LSO No.: 52650N

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Sarah White

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*Lawyers for the Court-Appointed Receiver,
 MNP Ltd.*

Commercial List Court File No. CV-21-00661132-00CL

Proceedings commenced at Hamilton

(returnable September 7, 2021 at 10:00am via
"ZOOM" videoconference)

135 Queens Plate Drive – Suite 600
Toronto, ON M9W 6V7
Tel: (416) 748-4776
Fax: (416) 746-8319

R. Graham Phoenix
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Sara White
swhite@loonix.com

Lawyers for the Court-Appointed Receiver, MNP Ltd.