

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

**BETWEEN:**

**THE TORONTO-DOMINION BANK**

**Applicant**

- and -

**FAIRVIEW NURSING HOME LIMITED**

**Respondent**

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

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**MOTION RECORD  
(Returnable September 19, 2018)**

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September 12, 2018

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Nursing Home Limited

**TO: SERVICE LIST**

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
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**ONTARIO  
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**APPLICATION UNDER SUBSECTION 243(1) OF THE *BANKRUPTCY AND  
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tab 1

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

**NOTICE OF MOTION  
(Returnable September 19, 2018)**

**BDO CANADA LIMITED**, in its capacity as receiver (in such capacity, the “**Receiver**”), appointed in accordance with the Order of Justice D. Brown dated December 20, 2013 (the “**Receivership Order**”), in relation to the assets, undertakings and properties (the “**Property**”) of Fairview Nursing Home Limited (“**Fairview**” or the “**Debtor**”), will make a motion to the Ontario Superior Court of Justice (Commercial List) on September 19, 2018 at 10:00 a.m., or as soon thereafter as the motion can be heard, at the Courthouse located at 330 University Avenue, Toronto, Ontario, Canada.

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

1. **THE MOTION IS FOR** an Order substantially in the form of the draft Order included in the Motion Record:

- (a) Abridging the time for service of the Notice of Motion and Motion Record, if necessary, and declaring that this motion is properly returnable on September 19, 2018 and dispensing with further service thereof;
- (b) Approving the Third Report to Court of the Receiver dated September 10, 2018 (the "**Third Report**"), and the conduct, actions, and activities of the Receiver described therein;
- (c) Approving the Receiver's Interim Statement of Receipts and Disbursements included in the Third Report;
- (d) Approving the proposed second distribution by the Receiver as described in the Third Report to the Herbert Estate as a partial repayment of the Receiver's Borrowing Certificates and authorizing and directing the Receiver to make this second distribution;
- (e) Authorizing the Receiver to file an assignment in bankruptcy on behalf of Fairview;
- (f) Approving the interim professional fees and disbursements of the Receiver and its accompanying Fee Affidavit as described and included in the Third Report;
- (g) Approving the interim professional fees and disbursements of the Receiver's current counsel, Fogler, Rubinoff LLP ("**Foglers**"), and its accompanying Fee Affidavit as described and included in the Third Report;
- (h) Approving the final fees and disbursements of Receiver's former counsel, Gowling WLG (Canada) LLP ("**Gowlings**"), and its accompanying Fee Affidavit as described and included in the Third Report; and
- (i) such further and other relief as counsel may advise and this Court deems just and/or equitable;

2. **THE GROUNDS FOR THE MOTION ARE:**

### **Receivership Order**

- (a) Pursuant to the Receivership Order, following an application made by The Toronto-Dominion Bank ("**TD**"), the Receiver was authorized to, among other things and subject to court approval, market and sell the Property including the long term care home located at 14 Cross Street, Toronto, Ontario operated by the Debtor (the "**Home**") and reconcile or facilitate the payments ("**Reconciliation**") from the Ministry of Health and Long Term Care ("**MOH**") and/or the Toronto Central Local Health Integration Network ("**TC LHIN**") (MOH and TC LHIN, collectively referred to as "**Ontario**") pursuant to any existing agreements, rights or entitlements in relation to the Home, the Debtor, the Receiver or Ontario.

### **Sale Agreement and Sale Transaction**

- (b) On July 22, 2014, the Receiver, Fairview and Schlegel Villages Inc. ("**SVI**") entered into an Agreement of Purchase and Sale, as later amended by an Amending Agreement dated August 29, 2014 (the "**Sale Agreement**") for the sale of the assets described in the Sale Agreement (the "**Purchased Assets**").
- (c) The Purchased Assets generally included the Home (i.e., real property, building), furniture and fixtures, capital equipment, resident receivables, inventory, bed licenses, and intangibles, and excluded cash balances, related party receivables, and MOH funding relating to the period of operations prior to closing and certain books and records.
- (d) Pursuant to an Approval and Vesting Order dated September 25, 2014, the Court approved the Sale Agreement and provided for the vesting in SVI of title in the Purchased Assets, effective upon the delivery by the Receiver of a receiver's certificate confirming completion of the sale under the Sale Agreement (the "**Receiver's Certificate**").
- (e) The Receiver's Certificate was delivered on or about March 31, 2015.

- (f) On, before or around March 31, 2015, SVI assigned to Fairview LTC Inc. (the "**Purchaser**") its right to acquire the Home or Purchased Assets.
- (g) The Receiver accepted a vendor-take back mortgage from the Purchaser in satisfaction of part of the purchase price of the Home or Purchased Assets in the amount of One Million Five-Hundred Thousand (\$1,500,000.00) Dollars, as registered against title of the Home on March 31, 2015 (the "**VTB Mortgage**").
- (h) Under the VTB Mortgage, there will be no payments of principal until the expiry of the term, which is 5 years after the closing date, at which time the full principal sum outstanding, together with any and all accrued interest and any other amounts owing, shall be immediately due and payable, in full. To date, the Receiver has been paid approximately \$210,000 in total interest payments under the VTB Mortgage.
- (i) Given that the VTB Mortgage does not become fully due and payable until 2020, the Receiver has made efforts to assign the mortgage. To date, the Receiver has been unable to assign the VTB Mortgage. Any such assignment will be subject to court approval.

### **First Distribution**

- (j) After the closing of the sale of the Purchased Assets under the Sale Agreement, the Receiver made its first distribution from the monies and sale proceeds held by the Receiver to TD in full and final satisfaction of the claims of TD against the Debtor pursuant to the Order of Justice McEwen dated April 23, 2015.

### **Reconciliation**

- (k) Under the Sale Agreement, part of the purchase price included SVI assuming \$1 million of the indebtedness owing to the MOH. The Sale Agreement also provided an adjustment mechanism to adjust the purchase price for the assumed MOH debt actually to be assumed by SVI. As described in the Third Report, the Receiver has now

completed that adjustment of the purchase price and reconciled the actual amount of the MOH debt to be assumed by SVI.

### **Proposed Second Distribution**

- (l) After the payment of professional costs, the Receiver is recommending a second distribution in the amount of \$620,000 as full repayment of Receiver's Certificate No. 1 including accrued interest and partial repayment of the amounts due under Receiver's Certificate No. 2. The claim of the Estate of Herbert Washington Chambers (the "**Herbert Estate**") pursuant to certain Receiver's borrowing certificates (the "**Certificates**") is entitled to a first priority of payment, subject or subordinate to the Receiver's Charge and TD's security granted by the Debtor pursuant to the Receivership Order. The Certificates are in the aggregate principal amount of \$750,000 and respectively bear interest at rates of prime plus 3.0% and 1.5%.
- (m) The Receiver currently has approximately \$904,000 in its trust account.
- (n) After the payment of professional fees and disbursements as described in Third Report, the Receiver is proposing a second distribution, as noted above, in favour of the Herbert Estate. By reducing the claim of the Herbert Estate, the interest payable will also be reduced.

### **New Counsel**

- (o) On or about June 21, 2016, the Receiver retained new counsel, Foglers, replacing Gowlings as former counsel.

### **Professional Fees**

- (p) The professional fees and disbursements of the Receiver and its current counsel, Foglers, and its former counsel, Gowlings, are fair and reasonable in the circumstances.

### **Bankruptcy**

- (q) The Receiver is also requesting the authority to file an assignment in bankruptcy on behalf of Fairview and to set aside \$15,000 from the receivership administration to fund the costs of the bankruptcy filing. As described in the Third Report, there may be unpaid supplier obligations that were incurred by the Debtor during the receivership period and a bankruptcy filing will be less costly in the circumstances than administering some form of claims process in the receivership.

**General**

- (r) The additional grounds set forth in the Third Report of the Receiver.
- (s) The provisions of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, and this Honourable Court's equitable and statutory jurisdiction;
- (t) the inherent jurisdiction of the Court;
- (u) Rules 1.04, 2.03, 3.02, 16, and 37 of the Ontario *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, as amended; and
- (v) such further and other grounds as counsel may advise and this Honourable Court may permit.

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

- (a) the Third Report to Court of the Receiver dated September 10, 2018;
- (b) the Fee Affidavits of the Receiver, Foglers and Gowlings; and
- (c) Such further material as counsel may advise and this Honourable Court may permit.

Date: September 12, 2018

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tab 2

Court File No. CV-13-10365-00CL

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

**BETWEEN:**

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**Applicant**

**- and -**

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**Respondent**

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

**THE THIRD REPORT OF BDO CANADA LIMITED,  
IN ITS CAPACITY AS COURT-APPOINTED RECEIVER OF  
FAIRVIEW NURSING HOME LIMITED**

**September 10, 2018**

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Appendix C	Approval and Vesting Order, dated September 25, 2014
Appendix D	Second Report of BDO Canada Limited in its capacity as Court-Appointed Receiver of Fairview Nursing Home Limited dated April 17, 2015 (excluding appendices)
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BDO Canada Limited (“BDO”), in its capacity as Receiver of Fairview Nursing Home Limited (“Fairview”), hereby reports to the Court as follows:

## 1.0 INTRODUCTION AND BACKGROUND

- 1.1 Fairview is a corporation incorporated pursuant to the *Business Corporations Act* (Ontario) in 1968. Privately owned by Mrs. Violet Agatha Chambers (“Agatha”) and her now deceased husband, Herbert Washington Chambers (the “Herbert Estate” or the “Guarantor”), the company operated a 108-bed Class “C” long-term care facility located at the address municipally known as 14 Cross Street in the City of Toronto, Ontario (the “Premises”).
- 1.2 Fairview was regulated and funded by the Ontario Ministry of Health and Long-Term Care (“MOHLTC”), the provincial governmental and regulatory body that oversees the public health care system in Ontario, which includes long-term care facilities pursuant to the *Long-Term Care Home Act* (Ontario) and Ontario Regulation 79/10 (collectively, the “LTCHA”). Assisting the MOHLTC in this endeavor are the 14 Local Health Integration Networks (“LHINs”), which were established to facilitate, on a local level, the planning, integration, and funding of local health care service providers pursuant to the *Local Health System Integration Act* (Ontario).
- 1.3 Fairview’s business and cash flows were funded, in large part, by monthly installment payments from the MOHLTC/LHINs (the “MOHLTC Funding”). The MOHLTC/LHINs annually reconcile the funding provided, taking into account such factors as actual occupancy levels, co-payment revenues collected, the eligibility of the expenditures and the extent to which designated funds have been spent in the designated service areas (the “Reconciliations”). Based on the completed Reconciliations, an overpayment of funding (the “Reconciliation Amounts”) may be determined and the MOHLTC will seek to recover Reconciliation Amounts

in accordance with established policies. In the case of an underpayment, additional funding is provided to the operator.

- 1.4 Fairview was indebted to The Toronto-Dominion Bank (the “Bank”) with respect to certain credit facilities made to it by the Bank pursuant to and under the terms of a Letter Agreement dated July 7, 2010 and accepted by Fairview on July 8, 2010, as amended by Letter Agreement dated April 23, 2012 (collectively and as amended, restated, renewed, and replaced, the “Credit Agreement”).
- 1.5 Following one or more defaults under the terms of the Credit Agreement, and at the request of Fairview and the Guarantor, the Bank entered into certain forbearance agreements with Fairview. In particular, Fairview, the Guarantor, Agatha, and the Bank entered into the Second Forbearance Agreement, dated December 5, 2013, and as later amended by letter agreements (collectively and as amended, the “Second Forbearance Agreement”), which among other things, provided for the appointment of a receiver with the limited powers to commence and complete a sale of the business, property, assets, and undertakings of Fairview.
- 1.6 Following an application made by the Bank and pursuant to an Order dated December 20, 2013 (the “Receivership Order”) granted by the Honourable Mr. Justice D. Brown of the Ontario Superior Court of Justice (Commercial List) (as he then was), BDO Canada Limited was appointed as receiver, without security, to market and sell the assets, undertakings, and properties of Fairview acquired for, or used in relation to the business carried on by Fairview (collectively, the “Property”). Under the Receivership Order, Fairview and its management remained in possession and control of Fairview's assets and operations. A copy of the Receivership Order is attached hereto this Report as Appendix “A”.
- 1.7 Following a sale process conducted with the assistance of a real estate broker experienced in the sale and purchase of long-term care homes, on September 15, 2014 the Receiver served a motion record returnable on

September 25, 2014 seeking, among other things, approval of the Agreement of Purchase and Sale entered into between the Receiver, Fairview and Schlegel Villages Inc. (“SVI”) (the “SVI APS”). In support of this application, the Receiver filed with the Court a report dated September 15, 2014 (the “First Report”). A copy of the First Report is attached hereto, without appendices, as **Appendix “B”**.

- 1.8 On September 25, 2014, the Honourable Mr. Justice Newbould of the Ontario Superior Court of Justice (Commercial List) granted orders (together, the “**Approval and Vesting Order**”), approving and authorizing, among other things, the SVI APS and sealing the Confidential Supplement pending a further Order of the Court. Attached hereto as **Appendix “C”** is a copy of the Approval and Vesting Order.
- 1.9 The sale to SVI, or more specifically, its assignee, Fairview LTC, closed on March 31, 2015. On April 17, 2015 the Receiver served a motion record returnable on April 23, 2015 seeking, among other things, an order authorizing and directing the Receiver to make a distribution to the Bank from the sale proceeds. In support of this application, the Receiver filed with the Court a report dated April 17, 2014 (the “**Second Report**”). A copy of the Second Report is attached hereto, without appendices, as **Appendix “D”**.
- 1.10 Following the motion heard on April 23, 2015, the Honourable Mr. Justice McEwen of the Ontario Superior Court of Justice (Commercial List) granted an order (the “**Interim Distribution Order**”), approving and authorizing, among other things, the distribution/repayment in full of the indebtedness owing to the Bank. Attached hereto as **Appendix “E”** is a copy of the Interim Distribution Order.
- 1.11 As noted in Paragraph 4.1.1 of the First Report, the Receiver originally retained Gowling WLG (Canada) LLP (“**Gowlings**”) as its independent legal counsel in connection with this matter. Fogler, Rubinoff LLP (“**Foglers**”) was subsequently retained by the Receiver as its independent legal counsel in this matter.

1.12 As noted in Paragraph 4.2.2 of the First Report, the Herbert Estate is or was administered by The Bank of Nova Scotia Trust Company (“BNS”) as estate trustee. BNS’s legal counsel is or was Dentons Canada LLP.

1.13 All capitalized terms not otherwise defined herein shall have the meaning as defined in the First Report and the Receivership Order.

## 2.0 PURPOSE

2.1 The purpose of this Report is to:

- (a) Advise this Court of the activities of the Receiver since the Second Report and outline next steps; and
- (b) Seek an Order:
  - (i) approving this Third Report to the Court of the Receiver and the conduct, actions and activities of the Receiver described therein;
  - (ii) approving the Receiver’s Interim Statement of Receipts and Disbursements included in the Third Report;
  - (iii) approving, authorizing and directing the proposed second distribution by the Receiver as described in this Third Report to the Herbert Estate as a partial repayment of the Receiver’s Borrowing Certificates;
  - (iv) authorizing the Receiver to file an assignment in bankruptcy on behalf of Fairview;
  - (v) approving the interim professional fees and disbursements of the Receiver;
  - (vi) approving the interim professional fees and disbursements of Foglers;
  - (vii) approving the final professional fees and disbursements of Gowlings; and



- (viii) such further and other related relief as the Receiver may advise and this Court permit.

### **3.0 DISCLAIMER**

- 3.1 In preparing this Third Report, the Receiver has relied upon unaudited financial information from Fairview, Fairview's books and records, and discussions with Fairview's management and staff. The Receiver has not audited, reviewed, or otherwise attempted to verify the accuracy or completeness of that information in a manner that would comply with Generally Accepted Assurance Standards pursuant to the requirements of the Canadian Institute of Chartered Accountants' Handbook and, accordingly, the Receiver cannot express any opinion or other form of assurance in respect of that information.
- 3.2 The Receiver has prepared this Third Report in its capacity as a court-appointed officer solely for the purposes as set out in Paragraph 2.1 of this Third Report. Parties using this Third Report, other than for the purposes set out in Paragraph 2.1 above, are cautioned that this Third Report may not be appropriate for their purposes.

### **4.0 THE RECEIVER'S ACTIVITIES SINCE THE SECOND REPORT**

- 4.1 Sale to Schlegel Villages Inc. (as assigned to Fairview LTC Inc.) (together, referred to as "SVI")
  - 4.1.1 Under the SVI APS, the purchase price of \$4.5 million was paid through a combination of cash on closing, an assumption of up to \$1 million of the indebtedness owing to the MOHLTC and a vendor-take-back mortgage ("VTB") in the amount of \$1.5 million.
  - 4.1.2 Pursuant to the terms of the SVI APS, Gowlings was required, out of the cash paid on closing, to hold in trust a reserve of \$100,000.00 for a period of 45 days following the closing of the sale, in order to address any necessary adjustments that were not captured in the Statement of Adjustments delivered at closing.

Accordingly and following the expiry of the 45-day period, such reserve of funds were released and delivered to the Receiver.

4.1.3 In connection with the VTB, the Receiver has received seven semi-annual interest payments due under the VTB from SVI, totaling \$210,000. Under the VTB, there will be no payments of principal until the expiry of the term, which is 5 years after the closing date, at which time the full principal sum with any interest and other amounts owing, shall be immediately due and payable, in full. Given that the VTB does not become fully due and payable until 2020, the Receiver has made efforts to assign the VTB. To date, the Receiver has been unable to assign the VTB. The Receiver therefore continues to monitor SVI's compliance with the VTB.

4.1.4 As noted in paragraph 4.1.1 of this Third Report and pursuant to the SVI APS, SVI assumed \$1 million of the indebtedness owing to MOHLTC. The Receiver has been working with Fairview, SVI and MOHLTC to determine the actual Reconciliation Amounts for the 2013 and 2014 calendar years, as well as the stub period up to March 31, 2015 (the "Outstanding Reconciliation Period"). This process was recently completed, as discussed subsequently in this Third Report. With the determination of the actual Reconciliation Amounts for the Outstanding Reconciliation Period, the SVI APS includes an adjustment mechanism to adjust the Purchase Price for the assumed MOHLTC debt actually assumed, as elaborated below.

#### 4.2 Receiver's Borrowing Certificates

4.2.1 Pursuant to Paragraph 21 of the Receivership Order, the Receiver is empowered to borrow by way of revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable (provided the outstanding principal amount does not exceed \$750,000), for the purpose of funding the exercise of its

powers under the Receivership Order, making advances to Fairview to fund its operations, and to make payments to the Bank, as contemplated in the Second Forbearance Agreement.

4.2.2 As per paragraph 5.4(a)(xii)(C) of the Second Forbearance Agreement, the Receiver received the principal sum of \$358,000.00 and \$141,160.25 from the Herbert Estate and issued Receiver's Certificates No. 's 1 and 2, respectively.

4.2.3 As per paragraph 5.4(a)(xii)(C) of the Second Forbearance Agreement and in connection with funding the costs of a phase II environmental investigation, on December 15, 2014, the Receiver received a principal sum of \$2,436.28 from the Herbert Estate and then issued to the Herbert Estate, Receiver's Certificate No. 003 in same amount.

4.2.4 As per paragraph 5.4(a)(xii)(B) of the Second Forbearance Agreement, to the extent that the Borrower Operating Deficits Advances were not required to fund operating losses during the sale process, the balance of such monies would become payable to the Bank (via the Receiver and the issuance of a Receiver's Borrowing Certificate). Such amount was calculated to be \$248,403.47. On April 16, 2015, the Receiver received a principal sum of \$248,403.47 from the Herbert Estate and then issued to the Herbert Estate, Receiver's Certificate No. 004 in same amount.

4.2.5 The aggregate total of the four Receiver's Borrowing Certificates issued amount to \$750,000 (the "Borrowing Certificates").

#### 4.3 Distribution to the Bank

4.3.1 Following the receipt of funds from the Herbert Estate (as reported above), on April 23, 2015 and pursuant to the Interim Distribution Order, the Receiver distributed to the Bank, the sum of \$563,343.43, in full satisfaction the indebtedness it was owed.

#### 4.4 Monitoring

4.4.1 This was not a full-blown receivership based on the model receivership order. Under paragraph 2A of the Receivership Order, the "Debtor shall remain in the possession and control of the Property". Unlike the model receivership order, the Receivership Order does not expressly authorize the Receiver to "manage, operate, and carry on the business of the Debtor, 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 Debtor" (our emphasis). As to its limited monitoring role, pursuant to paragraph 3(b) and 3(j) of the Receivership Order, the Receiver is empowered and authorized to monitor the receipts and disbursements of Fairview and take any steps reasonably incidental to the exercise of these powers, respectively.

4.4.2 As discussed below, there was a diversion of monies by Agatha which the Receiver dealt with in its limited monitoring capacity.

#### 4.5 Reconciliations

4.5.1 As noted in paragraph 4.1.4 of this Third Report, the Receiver worked with Fairview, SVI and MOHLTC to prepare Fairview's Annual Reconciliation Reports ("ARR") for the 2014 calendar year and the stub period of January 1 to March 31, 2015 (as well as address discrepancies in connection with the 2013 calendar year, as filed). Under the SVI APS, SVI assumed Fairview's liability for the repayment of Reconciliation Amounts in respect of the years 2013 and following, up to the closing of sale, to a maximum of \$1.0 million (representing the MOHLTC's maximum estimate of overpayment funding during this period).

4.5.2 In order to quantify actual Reconciliation Amounts for the Outstanding Reconciliation Period, the MOHLTC requires

submission of the ARR to be accompanied with audited financial statements and an external auditor's report. Should the actual Reconciliation Amounts be less than \$1.0 million (as estimated by the MOHLTC and assumed by SVI) the Receiver will be entitled to the difference (for the benefit of Fairview's estate).

4.5.3 The Reconciliation was completed in February, 2018. The actual Reconciliation Amount owing to MOHLTC was \$685,757, less than the estimated \$1.0 million and entitling the Receiver to the difference pursuant to the SVI APS. SVI made arrangements to pay \$685,757 to MOHLTC or the Ministry of Health (Ontario) and \$314,243 to the Receiver in accordance with the SVI APS. The Receiver received the \$314,243 on February 23, 2018.

#### 4.6 Diverted Assets and Payment of Funds

4.6.1 On September 8, 2015, Agatha withdrew \$92,938.00 (the "Funds") from Fairview's corporate bank account and deposited the net monies in her personal bank account at the Bank.

4.6.2 The Receiver was advised by Fairview's management that the Funds were withdrawn by Agatha for no valid or approved obligation associated with Fairview's operations during the receivership sale process.

4.6.3 Notwithstanding that there is a loan indebtedness owing to Agatha, which predates the Receivership Order, such indebtedness would rank behind the Administrative Charge and Receiver's Borrowing Certificates created by the Receivership Order.

4.6.4 On October 21, 2015 and again on October 29, 2015, the Receiver wrote to the Bank in connection with the Funds requesting delivery of same to the Receiver.

4.6.5 The Bank initially froze the Funds, subject to a direction and release from Agatha with the Receiver's approval or consent, or a court order.

4.6.6 On or about October 7, 2016, the Bank was provided with a Direction and Release of the same date from Agatha, with the Receiver's consent, regarding the Funds. A copy of the said Direction and Release is attached hereto as **Appendix "F"** to this Third Report. The Bank subsequently released the net balance of \$89,063.77 to the Receiver.

#### 4.7 Outstanding Accounts Payable from the Receivership Period

4.7.1 During the course of the receivership and as noted above in relation to the Receiver's limited monitoring role, management retained control over the assets and operations, including the power to incur and pay any obligations in the ordinary course. As such, management held responsibility for the Company's banking and accounts payable functions.

4.7.2 Subsequent to the completion of the sale to SVI on or about March 31, 2015, the Receiver learned that the Company had not kept current with its ongoing payment obligations to its suppliers.

4.7.3 The Receiver estimates that the Company owes approximately \$100,000 to suppliers for obligations incurred during the receivership period. The Receiver's efforts to quantify such post-receivership amounts or obligations was hampered by the loss of staff members after the sale was completed. Furthermore, Lisa Chambers, the daughter of the principal and primary management member, provided limited assistance after the fact.

4.7.4 The Receiver has considered whether a portion of the sale proceeds should be held back and used to pay these alleged outstanding, post-receivership obligations; that is, the alleged post-receivership, unpaid suppliers. The Receiver does not

recommend this course of action as it would require the Receiver to administer some form of claims process to properly identify and quantify the outstanding receivership obligations. The cost of administering a claims process and the related payout amounts could be significant and at the expense of the Company's secured creditors.

4.7.5 The Receiver notes that more than 3 years have passed since the completion of the sale. At this point, the Receiver receives very few, if any, inquiries from suppliers regarding payment of the outstanding liabilities. Furthermore, generally, under Ontario's *Limitations Act*, the period for recovery of such a debt is within 2 years after the cause of action or claim arose. The expiry of a limitation period can effectively or potentially extinguish the rights of unpaid suppliers.

4.7.6 As such, the Receiver believes the best course of action is to permit the Receiver to assign the Company into bankruptcy. The Receiver requests an amount of \$15,000 be set aside from the receivership administration to fund the costs of a bankruptcy filing.

#### 4.8 Receiver's Efforts to Sell the VTB

4.8.1 As previously stated, the principal balance under the VTB is not payable until March 2020.

4.8.2 Now that the Receiver has finalized the Reconciliation Amounts and fully collected the amounts due, there are no material matters to look after other than the collection of semi-annual interest payments under the VTB and the eventual principal balance.

4.8.3 Certain secured creditors expressed their desire to be paid out sooner rather than later. As such, the Receiver explored the

possibility of finding an investor to purchase an assignment of the Receiver's interest in the VTB.

4.8.4 Responsive Health Management Inc. (“**Responsive**”) knows many of the key players and investors in the long-term care industry and offered to assist the Receiver in identifying potential parties who may be willing to purchase the VTB.

4.8.5 The Receiver held discussions with three different parties regarding the possible sale and assignment of the VTB. Ultimately, the Receiver was not successful in negotiating an acceptable sale for various reasons, including the following:

- (i) The Receiver's security for the VTB consists of a charge registered against title to the real property only. Traditional lenders to the long-term care industry usually require an assignment of rents and financial reporting from the nursing home operator which are not available here;
- (ii) The suggested purchase price was substantially lower than what the Receiver considered reasonable in the circumstances.

4.8.6 The Receiver also contacted SVI and inquired whether it would be willing to repay the VTB balance sooner but with a negotiated discount. SVI was not receptive and no formal discussions ensued.

#### 4.9 Change of Receiver's Counsel

4.9.1 On or about June 21, 2016, the Receiver retained new counsel in this receivership, Foglers, replacing Gowlings as former counsel of record.

### 5.0 STATEMENT OF RECEIPTS AND DISBURSEMENTS

5.1 Attached hereto as Appendix “G” to this Third Report is the Receiver's interim statement of receipts and disbursements (“**Interim R&D**”) as at September 10, 2018.



5.2 As shown in the Interim R & D, the Receiver currently has \$904,315.45 in its trust account as at that date.

## **6.0 RECEIVER'S INTERIM FEES AND DISBURSEMENTS**

6.1 Pursuant to the Receivership Order, the Receiver has provided services and incurred disbursements which are more particularly described in the affidavit and detailed invoices attached hereto as **Appendix "H"**.

6.2 The detailed time descriptions contained in the invoices provide a fair and accurate description of the services provided and the amounts charged to date by BDO as Receiver. Included with the invoices is a summary of the time charges of partners and staff, whose services are reflected in the invoices, including the total interim fees and hours billed.

6.3 The Receiver requests that the Court approve its accounts for the period from September 2, 2014 to August 24, 2018 in the amount of \$223,893.17 for fees and disbursements including HST of \$29,106.11, for a total of \$252,999.28.

## **7.0 RECEIVER'S CURRENT COUNSEL'S INTERIM FEES AND DISBURSEMENTS**

7.1 Additionally, the Receiver has incurred legal fees of its current counsel, Foglers, in respect of these proceedings, as more particularly set out in the fee affidavit and exhibits attached hereto as **Appendix "I"**.

7.2 The Receiver has reviewed Fogler's fee affidavit and believes same to be fair and reasonable in the circumstances.

7.3 The Receiver also requests that the Court approve the interim accounts of its current legal counsel, Foglers, for the period from April 28, 2016 to September 6, 2018 in the amount of \$56,959.81 for fees and disbursements including HST of \$7,404.80, for a total of \$64,364.61.

## 8.0 RECEIVER'S FORMER COUNSEL'S FINAL FEES AND DISBURSEMENTS

- 8.1 Additionally, the Receiver has incurred legal fees of its former counsel, Gowlings, in respect of these proceedings, as more particularly set out in the fee affidavit and exhibits attached hereto as **Appendix "J"**.
- 8.2 The Receiver has reviewed Gowlings' fee affidavit and believes same to be fair and reasonable in the circumstances.
- 8.3 The Receiver also requests that the Court approve the final accounts of its former legal counsel, Gowlings, for the period from July 30, 2014 to March 2, 2016 in the amount of \$146,435.92 for fees and disbursements including HST of \$19,001.59, for a total of \$165,437.51.

## 9.0 CONTEMPLATED SECOND DISTRIBUTION

- 9.1 Following the payment of the Bank's senior secured claims, the remaining claims against the Fairview estate, in order of their priority, are summarized below:
- firstly, the professional fees and disbursements owed to the Receiver and its' legal counsel (collectively, the **"Professional Fees"**);
  - secondly, the Herbert Estate with respect to the Receiver's borrowings under various Receiver's Certificates; and
  - thirdly, on a pari passu basis and subject to Fogler's review and legal opinion of the supporting documents: Responsive and Agatha Chambers.
- 9.2 The Professional Fees are payable in priority to all other claims, including claims under the Borrowing Certificates; however, without prejudice to the Court-ordered charge to secure the payments (the **"Receiver's Charge"**).
- 9.3 As previously noted, the Receiver borrowed funds from the Herbert Estate under four separate Receiver's Certificates. The particulars of each

borrowing, along with the calculated outstanding interest owing to August 31, 2018, are as follows:

Receiver's Certificate	Date issued	Principal amount	Interest rate	Accrued interest to August 31, 2018
No. 1	30-Jan-14	\$ 358,000.00	TD prime rate plus 3.0 percent	\$ 109,177.27
No. 2	7-Jul-14	141,160.25	TD prime rate plus 1.5 percent	28,407.75
No. 3	15-Dec-14	2,436.28	TD prime rate plus 1.5 percent	432.84
No. 4	16-Apr-15	<u>248,403.47</u>	TD prime rate plus 1.5 percent	<u>39,840.15</u>
		<u>\$ 750,000.00</u>		<u>\$ 177,858.01</u>

9.4 Following the payment of professional costs as set out above, the Receiver is recommending a second distribution in the amount of \$620,000.00, representing the full repayment of Receiver's Certificate No. 1 including accrued interest with a partial repayment of amounts due under Receiver's Certificate No. 2.

## 10.0 CONCLUSION AND RECOMMENDATIONS

10.1 Based on the foregoing and as outlined in the body of this Third Report, the Receiver requests that this Court issue an Order:

- (a) approving this Third Report to the Court of the Receiver and the conduct, actions and activities of the Receiver described therein;
- (b) approving the Receiver's Interim Statement of Receipts and Disbursements included in the Third Report;
- (c) approving, authorizing and directing the proposed second distribution by the Receiver as described in this Third Report to

the Herbert Estate as a partial repayment of the Receiver's Borrowing Certificates;

- (d) authorizing the Receiver to file an assignment in bankruptcy on behalf of Fairview;
- (e) approving the interim professional fees and disbursements of the Receiver;
- (f) approving the interim professional fees and disbursements of Foglers;
- (g) approving the final professional fees and disbursements of Gowlings.

All of which is respectfully submitted this 10<sup>th</sup> day of September, 2018.

BDO CANADA LIMITED,  
in its capacity as the Court-appointed  
Receiver of Fairview Nursing Home Limited  
and not in its personal or corporate capacity

Per:



Eugene Migus, CPA, CA, CIRP, LIT  
Partner/Senior Vice President

**tab A**

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

THE HONOURABLE MR. ) FRIDAY, THE 20th DAY  
JUSTICE D. BROWN ) OF DECEMBER, 2013

BETWEEN:

**THE TORONTO-DOMINION BANK**

Applicant

- and -

**FAIRVIEW NURSING HOME LIMITED**

Respondent

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

**RECEIVERSHIP ORDER**

**THIS APPLICATION**, made by The Toronto-Dominion Bank (“**TD**”), for an Order, *inter alia*, pursuant to subsection 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “**BIA**”), appointing BDO Canada Limited (“**BDO**”) as receiver (in such capacity, the “**Receiver**”), without security, to exercise the powers and duties as specifically set out in this Order with respect to the assets, undertakings and properties of Fairview Nursing Home Limited (the “**Debtor**”) acquired for, or used in relation to a business carried on by the Debtor, was heard this day at 330 University Avenue, Toronto, Ontario;

**ON READING** the affidavit of Kenneth J. Malcolm sworn December 10, 2013 (the "**Malcolm Affidavit**"), the affidavit of Craig Mills sworn on December 19, 2013, the consent of the Ministry of Health and Long Term Care ("**MOH**"), the Toronto Central Local Health Integration Network ("**TC LHIN**") (MOH and TC LHIN, collectively referred to as "**Ontario**"), Responsive Health Management Inc. ("**Responsive**"), the Debtor and its shareholders, and the consent of BDO to act as the Receiver, and on hearing the submissions of counsel for TD, Responsive, Ontario, the proposed Receiver and the Debtor, no one appearing for any other person on the service list, although duly served as appears from the affidavit of service of Christine Doyle sworn December 12, 2013, filed;

### **SERVICE**

1. **THIS COURT ORDERS** that the time for service and filing of the notice of application and the application record is hereby abridged and validated so that this application is properly returnable today and hereby dispenses with further service thereof.

### **APPOINTMENT**

2. **THIS COURT ORDERS** that pursuant to subsection 243(1) of the BIA, BDO is hereby appointed Receiver, without security, to exercise the powers and duties as specifically set out in this Order with respect to the assets, undertakings and properties of the Debtor acquired for, or used in relation to the business carried on by the Debtor, (collectively, the "**Property**"). For the purposes of this Order, Property shall include the Ontario Receipts with respect to the operation of the Home (as each term is defined in this Order), subject to the limitations set out in paragraph 2A (b) of this Order.

2A. **THIS COURT ORDERS** that, notwithstanding anything to the contrary in this Order, but subject to further Order of this Court, the Debtor shall remain in the possession and control of the Property (including the long term care home located at 14 Cross Street, Toronto, Ontario operated by the Debtor ( the "**Home**") subject to the *Long-Term Care Homes Act*, S.O. 2007, c.8 (the "**LTCHA**") and Ontario shall continue to pay the Debtor and the Debtor shall be entitled to continue to receive such payments pursuant to the existing agreements with respect to the Home

between Ontario and the Debtor including the SAA, as defined below, (the “**Ontario Agreements**”), provided that nothing in this Order shall affect, restrict or impair:

- (a) the obligation of the Debtor to use or apply any monies received by the Debtor from Ontario for the operation of the Home in accordance with the terms of the Ontario Agreements (“**Ontario Receipts**”);
- (b) TC LHIN’s rights or entitlements to review and reconcile any payments made by TC LHIN to the Debtor as provided in accordance with any service accountability agreement between the TC LHIN and the Debtor (“**SAA**”), or MOH’s rights or entitlements under any other agreement with the Debtor or Receiver, the LTCHA, the regulations thereunder and any other applicable law and written policy, subject to the terms of any further agreements between Ontario and the Debtor (the “**Further Ontario Agreements**”);
- (c) the obligation of the Debtor to continue to retain the services of a manager to manage the Home in accordance with section 110 of the LTCHA (the “**Manager**”);
- (d) the obligation of the Debtor and the Manager (collectively, the “**Operator**”) to comply with the Ontario Agreements, any Further Ontario Agreements, the SAA, the LTCHA and the regulations thereunder as they apply to the operation of the Facility; and
- (e) any of Ontario’s rights or remedies against the Operator in relation to any non-compliance by the Operator with the Ontario Agreements, any Further Ontario Agreements, the LTCHA and the regulations thereunder with respect to the operation of the Facility.



### RECEIVER'S POWERS

3. **THIS COURT ORDERS** that the Receiver is hereby expressly empowered and authorized to do any of the following in respect of the Property where the Receiver considers it necessary or desirable:

- (a) to engage consultants, appraisers, agents, experts, auditors, accountants, managers (except for a Manager as defined in this Order), real estate agents, 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;
- (b) to assume the responsibilities of the Sales Process Court-Appointed Officer as described in the Second Forbearance Agreement defined in the Malcolm Affidavit including:
  - (i) monitoring receipts and disbursements of the Debtor; and,
  - (ii) making advances to the Debtor to fund its operations and to permit the contemplated repayments to TD;
- (c) to participate and facilitate discussions between Responsive Health Management Inc., the Ontario Ministry of Health and Long-Term Care and the Debtor with respect to ensuring adequate funding of the Debtor's business during the sales process;
- (d) to market 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;
- (e) to sell, convey, transfer, lease or assign the Property or any part or parts thereof (excluding any license provided by MOH for the Home's operation, unless authorized by MOH) out of the ordinary course of business with the approval of this Court 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;

- (f) 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;
- (g) 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;
- (h) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (i) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor; and,
- (j) 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 Debtor, and without interference from any other Person.

#### **DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER**

4. **THIS COURT ORDERS** that: (i) the Debtor; (ii) all of its 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, subject to section 110 of the LTCHA, deliver all such Property to the Receiver upon the Receiver's request each as required in the discharge of the duties of the Receiver.

5. **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 Debtor, 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, each as required in the discharge of the duties of the Receiver, 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.

6. **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.

**NO PROCEEDINGS AGAINST THE RECEIVER**

7. **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 with the written consent of the Receiver or with leave of this Court.

**NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY**

8. **THIS COURT ORDERS** that no Proceeding against or in respect of the Debtor, or the Property shall be commenced or continued except 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 Debtor, or the Property are hereby stayed and suspended pending further Order of this Court.

**NO EXERCISE OF RIGHTS OR REMEDIES**

9. **THIS COURT ORDERS** that all rights and remedies against the Debtor, 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 Debtor to carry on any business which the Debtor is not lawfully entitled to carry on; (ii) exempt the Receiver or the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment; (iii) prevent the filing of any registration to preserve or perfect a security interest; or (iv) prevent the registration of a claim for lien.

**NO INTERFERENCE WITH THE RECEIVER**

10. **THIS COURT ORDERS** that 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 Debtor, without written consent of the Receiver or leave of this Court.

**CONTINUATION OF SERVICES**

11. **THIS COURT ORDERS** that all Persons having oral or written agreements with the

Debtor 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 Debtor 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 Debtor, and that the Debtor shall be entitled to the continued use of the Debtor's 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 Debtor in accordance with normal payment practices of the Debtor or such other practices as may be agreed upon by the supplier or service provider and the Debtor, or as may be ordered by this Court.

12. **THIS COURT ORDERS** that paragraphs eight to eleven herein shall not apply:

- (a) to Responsive in respect of its rights and remedies under the letter agreement dated December 18, 2013 (“**the Responsive Agreement**”) between the Debtor and Responsive provided that Responsive has provided at least sixty days written notice to the Receiver and TD prior to terminating its management of the Home; or
- (b) to Ontario in respect of the Operator’s non-compliance with the SAA, the LTCHA or the regulations thereunder as regards to the Operator of the Home.

**RECEIVER TO HOLD FUNDS**

13. **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, other than Ontario Receipts, from any source whatsoever, including, without limitation, the sale of all or any of the Property 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**

14. **THIS COURT ORDERS** that all employees of the Debtor shall remain the employees of the Debtor. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in subsection 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 subsections 81.4(5) and 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

## **PIPEDA**

15. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act* and any other applicable privacy legislation, 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 Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

## **LIMITATION ON ENVIRONMENTAL LIABILITIES**

16. **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**

17. **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. 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**

18. **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 subject to taxation by the Court, 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 subsections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

19. **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.

20. **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 normal 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**

21. **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 \$750,000 (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, making advances to the Debtor to fund its operations and to make repayments to TD, each as contemplated in the Second Forbearance Agreement defined in the Malcolm Affidavit. 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 all security granted by the Debtor in favour of TD.

22. **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.

23. **THIS COURT ORDERS AND DECLARES** that the Debtor is authorized to grant the Responsive Security (the “**Responsive Security**”) on the Effective Date (as each such term is defined in the Responsive Agreement) to and in favour of Responsive and that nothing in this Order shall prevent or limit the granting or registration of the Responsive Security.

24. **THIS COURT ORDERS AND DECLARES THAT** the Responsive Security shall rank subordinate to the Receiver's Charge, all security granted by the Debtor in favour of TD and the



Receiver's Borrowing Charge.

25. **THIS COURT ORDERS** that neither the Responsive Security, 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 and that any such enforcement shall be subject to section 107 of the LTCHA.

26. **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.

#### **GENERAL**

27. **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 or the expansion of same..

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

29. **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.

30. **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.

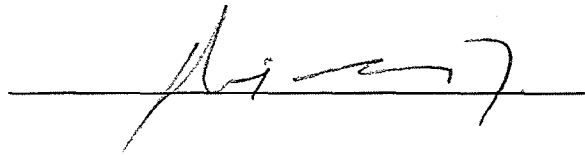
31. **THIS COURT ORDERS** that the Applicant shall have its costs of this application, up to and including entry and service of this Order, provided for by the terms of the Applicant's security or, if not so provided by the Applicant's security, then on a substantial indemnity basis to be paid by the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

32. **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/#Commercial\\_List](http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/#Commercial_List) shall be valid and effective service. Subject to Rule 17.05[7] 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: <http://extranets.bdo.ca/fairview/>.

33. **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.

RECEIVED  
OFFICE OF THE  
LEARNER TO ASSISTANT

DEC 20 2013



**SCHEDULE "A"**  
**RECEIVER CERTIFICATE**

CERTIFICATE NO. \_\_\_\_\_

AMOUNT \$ \_\_\_\_\_

1. **THIS IS TO CERTIFY** that BDO Canada Limited, the receiver (in such capacity, the "**Receiver**") of all of the assets, undertakings and properties of Fairview Nursing Home Limited (the "**Debtor**") acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (collectively, the "**Property**") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated the 20th day of December, 2013 (the "**Order**") made in an action having Court file number CV-13-10365-00CL, 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 The Toronto Dominion Bank \_\_\_\_\_ 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 (as defined in the Order), in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

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

5. Until all liability in respect of this certificate has been terminated, no certificates creating

charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property (as defined in the Order) 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 \_\_\_\_\_, 2014.

**BDO CANADA LIMITED**, solely in its capacity  
as Receiver of the Property (as defined in the  
Order), and not in its personal capacity

Per: \_\_\_\_\_  
Name:  
Title:

**THE TORONTO-DOMINION BANK**

- and -

**FAIRVIEW NURSING HOME LIMITED**

Applicant

Respondent

Court File No. CV-13-10365-00CL

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

**Proceedings commenced at Toronto**

**ORDER**

**AIRD & BERLIS LLP**  
Barristers and Solicitors  
Brookfield Place  
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*Lawyers for The Toronto-Dominion Bank*

15180971.9

**tab B**

Court File No. CV-11-9321-00CL

*ONTARIO*  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)

BETWEEN:

THE TORONTO-DOMINION BANK

Applicant

- and -

FAIRVIEW NURSING HOME LIMITED

Respondent

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

THE FIRST REPORT OF BDO CANADA LIMITED,  
IN ITS CAPACITY AS COURT-APPOINTED RECEIVER OF  
FAIRVIEW NURSING HOME LIMITED

September 15, 2014

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Appendix B	Letter Agreement (fully executed on January 30, 2014) with the Ministry of Health and Long-Term Care, Toronto Central Local Health Integration Network and Fairview Nursing Home Limited for the deferral of the Reconciliation Amounts
Appendix C	Summary of the Actual Cash-flow as Compared to the Projected Cash-flow Statement, for the period of December 22, 2013 to June 21, 2014
Appendix D	Personal Property Registry search report (file currency date September 11, 2014) for Fairview Nursing Home Limited
Appendix E	Parcel Register for 14 Cross Street, Toronto, Ontario (LT 7-8 PL 366 CITY WEST; PT LT 9 PL 366 CITY WEST; PT LANE PL 366 CITY WEST CLOSED BY CT526323, PT 3, 4, 6, 63R2391; PT LT 17-18 PL 1051 TORONTO PT 1, 63R2391; S/T CT500560E, CT526917E; CITY OF TORONTO) dated September 12, 2014
Appendix F	Receiver's Interim Statement of Receipts and Disbursements, as at September 12, 2014
Appendix G	Affidavit of Matthew E. Lem (sworn September 12, 2014), in connection with Receiver's fees and disbursements for the period of December 4, 2013 to August 31, 2014
Appendix H	Affidavit of Clifton P. Prophet (sworn September 12, 2014), in connection with Receiver's legal counsel's fees and disbursements for the period of December 10, 2013 to August 31, 2014 to August 31, 2014.

ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)

BETWEEN:

THE TORONTO-DOMINION BANK

Applicant

- and -

FAIRVIEW NURSING HOME LIMITED

Respondent

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

THE FIRST REPORT OF BDO CANADA LIMITED,  
IN ITS CAPACITY AS COURT-APPOINTED RECEIVER OF  
FAIRVIEW NURSING HOME LIMITED

September 15, 2014

BDO Canada Limited (“BDO”), in its capacity as Receiver of Fairview Nursing Home Limited (“Fairview”), hereby reports to the Court as follows:

## 1.0 INTRODUCTION AND BACKGROUND

### 1.1 Introduction

1.1.1 Fairview is a corporation incorporated pursuant to the *Business Corporations Act* (Ontario) in 1968. Privately owned by Mrs. Violet Agatha Chambers (“Agatha”) and her now deceased husband, Herbert Washington Chambers (the “Herbert Estate” or the “Guarantor”), the company operates a 108 bed Class “C” long-term care facility located at the address municipally known as at 14 Cross Street in the city of Toronto, Ontario (the “Premises”).

- 1.1.2 Fairview is indebted to The Toronto-Dominion Bank (the “Bank”) with respect to certain credit facilities made to it by the Bank pursuant to and under the terms of a Letter Agreement dated July 7, 2010 and accepted by the Fairview on July 8, 2010, as amended by Letter Agreement dated April 23, 2012 (collectively and as amended, restated, renewed, and replaced, the “Credit Agreement”).
- 1.1.3 Following one or more defaults under the terms of the Credit Agreement, and at the request of Fairview and the Guarantor, the Bank entered into a Forbearance Agreement dated August 22, 2012 (the “First Forbearance Agreement”) with Fairview and the Guarantor, which provided for a forbearance period that terminated on February 14, 2013. A copy of the First Forbearance Agreement was attached as Exhibit “C” to the Affidavit of Kenneth J. Malcolm, sworn December 10, 2013 (the “Malcolm Affidavit”), and formed part of the Application Record dated December 12, 2013, previously filed with the Court in support of the application for the Receivership Order (the “Receivership Application Record”).
- 1.1.4 As a consequence of certain milestones not having been met under the First Forbearance Agreement, and Fairview continuing to be in default under the Credit Agreement, among other things, Fairview, the Guarantor, Agatha, and the Bank entered into the Second Forbearance Agreement, dated December 5, 2013, and as later amended by letter agreements (collectively and as amended, the “Second Forbearance Agreement”), which among other things, provided for the appointment of a receiver with the limited powers to commence and complete a sale of the business, property, assets, and undertakings of Fairview. A copy of the Second Forbearance Agreement was attached as Exhibit “L” to the Malcolm Affidavit, and formed part of the Receivership Application Record.
- 1.1.5 Following an application made by the Bank and pursuant to an Order dated December 20, 2013 (the “Receivership Order”) granted by the

Honourable Mr. Justice D. Brown of the Ontario Superior Court of Justice (Commercial List), BDO Canada Limited was appointed as receiver, without security, to market and sell the Property (as such term is later defined) as more specifically set out in the Receivership Order with respect to the assets, undertakings, and properties of Fairview acquired for, or used in relation to the business carried on by Fairview (collectively, the “Property”). A copy of the Receivership Order is attached hereto this Report as Appendix “A”.

## 1.2 Background

- 1.2.1 The Ontario Ministry of Health and Long-Term Care (the “MOHLTC”) is the provincial governmental and regulatory body that oversees the public health care system in Ontario, which includes long-term care facilities pursuant to the *Long-Term Care Home Act* (Ontario) and Ontario Regulation 79/10 (collectively, the “LTCHA”). Assisting the MOHLTC in this endeavor are the 14 Local Health Integration Networks (“LHINs”), which were established to facilitate, on a local level, the planning, integration, and funding of local health care service providers pursuant to the *Local Health System Integration Act* (Ontario).
- 1.2.2 Fairview holds 108 Class “C” bed licenses issued by the MOHLTC pursuant to the LTCHA. The LTCHA came into force on July 1, 2010 and replaced the *Nursing Home Act*, *Homes for the Aged and Rest Homes Act*, and the *Charitable Institutions Act*, and the regulations under those Acts. Under the LTCHA, the term of the Class “C” licenses was fixed at 15 years, as it was contemplated that in this 15 year period such Class “C” facilities (as measured by the number of beds) would be upgraded/redeveloped to come into compliance with the newer Class “A” standard. Accordingly, the Class “C” bed licenses are set to expire in about 11 years (in 2025).
- 1.2.3 In July 2007, the MOHLTC announced the Long-Term Care Home Renewal Strategy program (the “LTCHRS”) to improve access to long-

term care beds in Ontario, which included capital renewal funding to assist in the upgrading/redevelopment of Class “B”, “C”, and upgraded “D” beds. The LTCHRS was contemplated to be implemented in five (5) phases over a 10 to 15 year period. The Receiver understands from industry professionals that the response to Phase 1 of the LTCHRS (implemented in 2009/2010), was not well received as the number of beds applied for upgrading/redevelopment come in significantly below the number the MOHLTC had projected to be renewed. As a consequence, the LTCHRS is currently undergoing a review, with a date for its reactivation (implementation of Phase 2) remaining uncertain. The Receiver further understands that those submitting applications in Phase 1 were primarily not-for-profit and municipal organizations, since the private or for-profit organizations believed that the LTCHRS did not provide sufficient financial incentive to warrant making the capital investment. Accordingly, such for-profit organizations have taken a “wait and see” approach, choosing to wait for the reactivation of the LTCHRS and assess at that time what the MOHLTC will offer to encourage the upgrading/redevelopment of these non-Class “A” beds.

- 1.2.4 Fairview’s business and cash flows are funded, in large part, by monthly installment payments from the MOHLTC/LHINs (the “MOHLTC Funding”), which is based on an estimate, at the beginning of each year, of the number of beds that will be occupied at the facility. The MOHLTC/LHINs annually reconciles the funding provided, taking into account such factors as actual occupancy levels, co-payment revenues collected, the eligibility of the expenditures, the extent to which designated funds have been spent in the designated service areas (i.e. nursing and personal care, program and support services, raw food, other accommodations, etc.). Based on the reconciliation completed, an overpayment of funding (the “Reconciliation Amounts”) may be determined, wherein such cases the MOHLTC will seek to recover the Reconciliation Amounts in

accordance with established policies. In the case of an underpayment, additional funding is provided to the operator.

1.2.5 As at the date of the Receivership Order (December 20, 2013), the reconciliation of the MOHLTC Funding to Fairview by the MOHLTC/LHINs had been completed up to the 2012 year. At such date, Fairview remained indebted to the MOHLTC for Reconciliation Amounts for the years 2011 and 2012 in the total amount of between approximately \$619,000 and \$664,000, after “claw-backs”. The 2013 year’s Reconciliation Amounts had not, as of the date of the Receivership Order, been determined by the MOHLTC/LHINs but such amount is estimated by Fairview to be approximately \$430,000. In keeping with a letter from the MOHLTC dated July 31, 2013, commencing October 2013 the MOHLTC began deducting or “clawing-back” the sum of \$52,637 from Fairview’s monthly MOHLTC Funding in connection the outstanding Reconciliation Amounts for the 2011 year.

1.2.6 In connection with the Second Forbearance Agreement, in January 2014, Fairview requested and obtained a Letter Agreement (fully executed on January 30, 2014) from the MOHLTC (the “Deferral Agreement”). , subject also to the concurrence of the Toronto Central Local Health Integration Network (the “TC LHIN”), that provided for the cessation of the “claw-back” collection steps previously taken and a deferral of further collection measures for the balance of Reconciliation Amounts that were outstanding as of January 30, 2014, as well as such future amounts so determined, until June 15 2015. A copy of the Deferral Agreement is attached hereto this Report as Appendix “B”.

## 2.0 PURPOSE

2.1 The purpose of this Report is to:

- (a) Advise this Honourable Court of the activities of the Receiver since the date of the Receivership Order;

- (b) Seek an Order approving the activities of the Receiver and its legal counsel, as outlined in this Report and the Confidential Supplement (as such term is later defined);
- (c) Seek an Order approving and authorizing the Agreement of Purchase and Sale entered into between the Receiver, Fairview and Schlegel Villages Inc. ("SVI") dated July 22, 2014 and as later amended by letter agreement dated August 29, 2014 (collectively and as amended, the "SVI APS") and vesting title in and to the Purchased Assets (as such term is later defined) in SVI as set-out in the SVI APS;
- (d) Seek an Order sealing various documents set out in the Confidential Supplement, pending completion of the sale transaction with SVI as contemplated in this Report; and
- (e) Seek an Order approving the professional fees and disbursements of the Receiver and those of its legal counsel as detailed in this Report and the accompanying Affidavits.

### 3.0 DISCLAIMER

- 3.1 In preparing this Report, the Receiver has relied upon unaudited financial information from Fairview, Fairview's books and records, and discussions with the Fairview's management and staff. The Receiver has not audited, reviewed, or otherwise attempted to verify the accuracy or completeness of that information in a manner that would comply with Generally Accepted Assurance Standards pursuant to the requirements of the Canadian Institute of Chartered Accountants' Handbook and, accordingly, the Receiver cannot express any opinion or other form of assurance in respect of that information.
- 3.2 The Receiver has prepared this Report in its capacity as a court-appointed officer solely for the purposes as set out in Paragraph 2.1 of this Report. Parties using this Report, other than for the purposes set out

in Paragraph 2.1 above, are cautioned that this Report may not be appropriate for their purposes.

#### 4.0 THE RECEIVER'S ACTIVITIES SINCE THE RECEIVERSHIP ORDER

##### 4.1 General

- 4.1.1 The Receiver has retained Gowling Lafleur Henderson LLP ("Gowlings") as its independent legal counsel in connection with this matter.
- 4.1.2 In accordance with Paragraph 2A of the Receivership Order, Fairview has remained in possession and control of the Property, including the Premises, and continues to receive directly the MOHLTC Funding each month. Accordingly, the Receiver has not taken possession or control over any of the Property.
- 4.1.3 Fairview is currently being managed by a third party, Responsive Health Management Inc. ("Responsive"). Since the Receivership Order was issued, Responsive has been managing Fairview's day-to-day operations and financial affairs, as well as Fairview's compliance requirements with the MOHLTC/LHIN, with involvement by Agatha's daughter and Fairview's Vice President - Treasurer-Secretary, Lisa Chambers ("Lisa"), and BNS (as such term is later defined) on behalf of the Herbert Estate.
- 4.1.4 At the request of Fairview and the Herbert Estate, and as contemplated in the Second Forbearance Agreement, immediately following the Receiver's appointment, the Receiver engaged Pinchin Ltd. ("Pinchin"), formerly known as Pinchin Environmental Ltd., to conduct a phase II environmental site assessment, as well as additional testing and reporting. Due to the sensitive nature of the reports and findings by Pinchin, the release of which could materially prejudice the sale process and the within proceeding, the Receiver's commentary on same is being reported separately as part of the



Confidential Supplement dated September 15, 2014 (the “Confidential Supplement”) to this Report.

4.1.5 In addition to addressing creditor inquiries, the Receiver has addressed all of its statutory requirements under the BIA, including filing with the Office of the Superintendent of Bankruptcy Canada (“OSB”) the Receiver’s statutory notice under Subsection 245(1) of the *Bankruptcy and Insolvency Act* (the “BIA”) (the “Receiver’s Notice”). In order to not jeopardize the ongoing operations and given the limited powers and duties of the Receiver under the Receivership Order, the Receiver’s Notice was sent only to the creditors that were on the Service List. Further, as the Receiver did not take possession or control of the Property as stipulated by the Receivership Order, no receiver’s statement, as required under Subsection 246(1) of BIA, was prepared or filed with the OSB or sent to any creditors.

4.1.6 Pursuant to Paragraph 32 of the Receivership Order, a Case Website (<http://extranets.bdo.ca/fairview/>) was established and populated with documents and information in accordance with the E-Service Protocol of the Commercial List (Ontario Superior Court of Justice). A copy of this Report (but NOT the Confidential Supplement) has been posted to Fairview’s Case Website.

## 4.2 Primary Stakeholders

4.2.1 The primary stakeholders identified by the Receiver in connection with this sale process, are as follows:

- (a) Fairview;
- (b) The Bank;
- (c) The Herbert Estate
- (d) Agatha/Lisa
- (e) Responsive
- (f) MOHLTC

- (g) TC LHIN; and
  - (h) Service Employees International Union, Local 1 Canada (the “SEIU”).
- 4.2.2 The Herbert Estate is currently being administered by a deceased estate trustee, The Bank of Nova Scotia Trust Company (“BNS”). BNS’s legal counsel is Dentons Canada LLP.
- 4.2.3 In addition to being the manager of Fairview, Responsive is also a significant secured creditor of Fairview and whose security was granted with the authorization of the Court pursuant to Paragraph 23 of the Receivership Order. Responsive’s legal counsel is Gardiner Roberts LLP.
- 4.2.4 Most of Fairview’s employees are members of the SEUI and as such, much of Fairview’s labour obligations are dictated by/subject to a collective bargaining agreement entered into by the parties.
- 4.2.5 Throughout the sale process, the Receiver has been in continued communication with and has provided updates to several important stakeholders on a strictly confidential basis.
- 4.2.6 The principal group, which includes the Bank, Fairview, Agatha/Lisa, the Herbert Estate/BNS and/or their respective legal counsel (collectively, the “Key Stakeholders”), have been kept apprised of the Receiver’s activities, the offers received, the status of sale negotiations and other relevant matters. Where considered necessary, the Receiver also sought the input from the Key Stakeholders, either individually or as a group, as appropriate.
- 4.2.7 In the initial discussions and updates, Responsive and its legal counsel were also included in the Receiver’s communications with the Key Stakeholders. However, as the sale process progressed to the marketing phase and Responsive indicated that it would be participating in the sale process as a prospective purchaser,

Responsive was then excluded in order ensure the fairness and integrity of the sale process.

4.2.8 In addition to the Key Stakeholders, the Receiver has also been in continual communication with the MOHLTC, the TC LHIN, and the SEIU (collectively, the “Critical Stakeholders”). The Critical Stakeholders were kept apprised of the status of the offers received, and where necessary and appropriate, provided input and guidance to the Receiver on matters critical to formulating and achieving a sale transaction that could be completed. Further, the involvement of the Critical Stakeholders played a significant role in the negotiations with SVI and the waiver of conditions by SVI.

#### 4.3 Receiver’s Borrowing Certificates

4.3.1 Pursuant to Paragraph 21 of the Receivership Order, the Receiver is empowered to borrow by way of revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable (provided the outstanding principal amount does not exceed \$750,000), for the purpose of funding the exercise of its powers under the Receivership Order, making advances to Fairview to fund its operations, and to make payments to the Bank, as contemplated in the Second Forbearance Agreement.

4.3.2 In connection with the Second Forbearance Agreement, on January 30, 2014, the Receiver received a principal sum of \$358,000.00 from the Herbert Estate and then issued to the Herbert Estate, Receiver’s Certificate No. 001 in same amount. The Receiver then distributed \$358,000.00 to the Bank, in accordance with the Second Forbearance Agreement, to be applied against Fairview’s indebtedness to the Bank.

4.3.3 Also in connection with the Second Forbearance Agreement, on July 7, 2014, the Receiver received a principal sum of \$141,160.25 from the Herbert Estate and then issued to the Herbert Estate, Receiver’s

Certificate No. 002 in same amount. In accordance with the Second Forbearance Agreement, \$100,000.00 was funded by the Herbert Estate for the payment, in part, of the Receiver's fees and disbursements, which included its legal counsel, associated with the sale process being conducted. The additional \$41,160.25 funded by the Herbert Estate was in relation to the expenditures incurred by the Receiver in connection with the environmental site assessments and other work performed by Pinchin. All but \$4,407.00 (\$3,900 plus Harmonized Sales Tax ("HST")) of this sum has been distributed, with such balance representing the funds being retained to address the future decommissioning costs of the monitoring wells installed to perform the environmental testing.

#### 4.4 Monitoring

- 4.4.1 Included in the Second Forbearance Agreement was a statement of projected cash-flow for a 13-month period ending December 21, 2014 (the "Cash-flow Statement"). A copy of the Cash-flow Statement was attached as Schedule "B" to the Second Forbearance Agreement (Exhibit "L" to the Malcolm Affidavit).
- 4.4.2 Since the Receivership Order was issued, the Receiver has been monitoring Fairview's actual cash receipts and disbursements as compared to the Cash-flow Statement on a monthly basis.
- 4.4.3 In connection with the Receiver's monitoring of Fairview's monthly cash flows in comparison to the Cash-flow Statement, the Receiver found that, notwithstanding temporary timing differences, the actual results were generally at or better than the figures projected.
- 4.4.4 As of the date of this Report, the Receiver has completed the monitoring of Fairview's business operations and cash-flows for the period of December 22, 2013 to June 21, 2014.
- 4.4.5 During the period of December 22, 2013 to June 21, 2014, Fairview's total actual cash receipts have exceeded forecast by approximately

\$240,000, with Fairview's total actual disbursements being slightly lower than projections by approximately \$102,000. As a result, the actual cash position as at June 21, 2014, exceeded forecast by approximately \$342,000.

4.4.6 A summary of the actual cash-flow as compared to the Cash-flow Statement for the period from December 22, 2013 to June 21, 2014 is attached hereto as Appendix "C".

4.4.7 Fairview has remained current with all of its priority payables, including HST and employee source deductions.

## 5.0 THE PROPERTY AND BUSINESS BEING OFFERED FOR SALE

5.1 The property, assets, and undertakings of Fairview that were offered for sale essentially comprised the real property, building, furniture and fixtures, capital equipment, resident receivables, inventory, bed licenses, and intangibles. Attached as Appendix "D" hereto is a Personal Property Registry search report (file currency date September 11, 2014) in respect of Fairview.

5.2 As noted earlier in this Report, the business that is being offered for sale is a 108 bed Class "C" long-term care home. Integral to the business are the 108 Class "C" bed licenses issued by the MOHLTC. As at March 31, 2014 Fairview's books and records indicated that the 108 Class "C" bed licenses had a net book value ("NBV") of approximately \$587,000.

5.3 The property, assets, and undertakings of Fairview that were being offered for sale included a four (4) storey building situated on owned real property that has a lot size of approximately 0.73 acres. The building and the land/real property had a NBV as at March 31, 2014, of approximately \$446,000 and \$259,000, respectively. Attached hereto as Appendix "E" is a Parcel Register dated September 12, 2014 in respect of the Premises.

5.4 Fairview's books and records indicated that its furniture and fixtures and other capital equipment had a NBV as at March 31, 2014 of approximately \$67,000.

- 5.5 Fairview's assets also include resident receivables and inventory of raw food, which, as at March 31, 2014, had a net cost value of approximately \$29,000 and \$9,700, respectively, according to Fairview's books and records.
- 5.6 In view of the high market value of land in the City of Toronto from a residential redevelopment perspective, and when contrasted against the economics associated with operating a solely government subsidized long-term care home, it was the Receiver's expectation that the highest and best offer for the real property alone (ignoring the potential adverse implication of such a sale to other stakeholders) would come from a residential developer as opposed to another long-term care home operator.

## 6.0 SALE OF ASSETS

### 6.1 Marketing and Sale Process

- 6.1.1 Immediately following the appointment of the Receiver and in connection with the powers conferred in Paragraph 3(a) of the Receivership Order, the Receiver sought proposals from brokers for the listing and marketing of the Property and Fairview's business.
- 6.1.2 As a result of these activities, the Receiver received listing proposals from CBRE Richard Ellis - Healthcare Properties and John A. Jensen Realty Inc./Sean M. Jensen Realty Inc. (collectively, "Jensen Realty"); two of Canada's top brokerage practices who specialize in the seniors' housing sector.
- 6.1.3 Jensen Realty was ultimately selected by the Receiver, as it was believed that Jensen Realty's practice best fit Fairview, given the nature and size of the business and assets to be sold and the type of purchaser associated therewith (i.e. medium private owner/operator versus large institutional investor/operator). Jensen Realty focuses exclusive on the seniors' housing sector and since January 1, 2007, has been successful in closing 51 seniors' housing related transactions consisting of 22 long-term care homes, 25 retirement homes, 2

combined retirement and long-term care homes, and 2 retirement home development sites. In addition, Jensen Realty has had prior experience acting on behalf of receivers, accounting for 14 of the aforementioned 51 sale transactions. On February 14, 2014, the Receiver executed an exclusive listing agreement with Jensen Realty, which set-out a listing period of January 20, 2014 to April 30, 2014 (and a list price of \$4.5 million (the “Listing Agreement”). Pursuant to two (2) extensions to the Listing Agreement, the listing period was extended by the Receiver, first to May 31, 2014 and subsequently to July 31, 2014.

- 6.1.4 Pursuant to the Second Forbearance Agreement and Receivership Order, the intended role of the Receiver was to market and sell the Property and Fairview’s business as a going concern. Accordingly, the Receiver together with Jensen Realty endeavored to develop a realization strategy with a focus toward finding a potential purchaser interested in the Property and Fairview’s business on an *en bloc* basis.
- 6.1.5 As noted earlier in this Report, notwithstanding the aforementioned restrictions and limitations in the Receiver’s role, the Receiver was also aware that the Property could potentially realize a greater amount on a “break-up” sale basis, that is to say the sale of the bed licenses/business being sold separate from the real property, given land values in downtown Toronto.
- 6.1.6 In addition, the Second Forbearance Agreement established two (2) key milestone dates, which had overriding implications on the sale process. Under the Second Forbearance Agreement, the Receiver was to enter into an agreement of purchase and sale on or before April 30, 2014 and have Court approval of such sale transaction on or before May 31, 2014.
- 6.1.7 With a view to completing a sale transaction that would on balance be in the best interest of the stakeholders, generally, the marketing

and sale process developed and implemented by the Receiver together with Jensen Realty involved:

- (a) A time frame of about 12.5 weeks (a 10-week marketing and due diligence period and 2.5 weeks to finalize offers into an agreement of purchase and sale) period;
- (b) The identification of a comprehensive potential purchaser target list, based upon Jensen Realty's proprietary database of over 1,000 industry related professionals and investors and other parties identified by Fairview;
- (c) Directly contacting targets via mass email listing announcements and specific calls to key parties and indirectly to others via an advertisement in the Globe & Mail (at least two (2) run dates in total during February and March 2014) and internet website listings (brokerage websites and LoopNet);
- (d) The preparation of information for marketing and providing to potential purchasers, including a property overview document (the "Property Overview") that briefly described the business and assets of Fairview being offered for sale, and other relevant items or reference details. Due to the sensitive commercial information contained in the Property Overview the release of which could materially prejudice the sale process and the within proceeding, it is being filed separately as part of the Confidential Supplement to this Report and is the subject of a request for a sealing Order from the Court;
- (e) The collection and posting of various financial and non-financial documents and other confidential information related to the Property into an electronic marketing/data room. In addition to being the primary source for information on Fairview for potential purchasers to perform their due diligence, the electronic marketing/data room also served to



facilitate the fair and equal distribution of information to all registered prospective purchasers;

- (f) Where a prospective purchaser expressed an interest in the sale process, a letter was sent by Jensen Realty which included some basic information concerning the sale process and a Confidentiality and Non-Disclosure Agreement (“NDA”) to be executed and returned to Jensen Realty. Upon receipt of the executed NDA by Jensen Realty, potential purchasers were granted access to the electronic marketing/data room; and
- (g) The conducting of site and inspection tours of the Premises and its facilities, as well as meetings with key staff.

6.1.8 This marketing and sale process effectively commenced on January 31, 2014 with a marketing and a due diligence period of ten (10) weeks. Initially, no offer deadline was communicated to the prospective purchasers; instead, believed that this “Traditional” marketing approach would be more effective once parties were found that expressed serious interest they were given soft reminders that they are in competition with other potential purchasers, which was intended to instill some urgency to the situation. Based on its own experience in these matters, Jensen Realty and that an offer deadline or “Sunset date” could deter private owner/operator purchasers from submitting offers since such a concept would be more foreign to this type of purchaser. Practically, however, an offer receipt deadline date of April 11, 2014 (the “Initial Offer Deadline”) was notionally set with Jensen Realty in order to achieve the Second Forbearance Agreement milestone date of April 30, 2014 for an executed agreement of purchase and sale

6.1.9 As a result of the aforementioned marketing activities, over 95 inquiries were received by Jensen Realty, 45 parties executed NDAs

and obtained access to the Jensen Realty's electronic marketing/data room, 11 site inspections and tours of the Premises and the Property were performed for prospective purchasers, and 9 parties requested the form of agreement of purchase and sale to be used to submit an offer.

6.1.10 As of the Initial Offer Deadline, the Receiver had received no offers. Further, as of April 30, 2014, one of the Second Forbearance Agreement milestone dates, no offers had yet been received; however, 5 parties had advised that offers were forthcoming.

6.1.11 During the period from May 2, 2014 to May 7, 2014, five (5) parties submitted offers/expressions of interest in acquiring all or part (i.e. a "break-up" sale) of the Property and business of Fairview. On May 13, 2014, a sixth offer was received which contemplated the purchase of all of the Property and business of Fairview. A summary of the offers/expressions of interest received as of May 15, 2014 (the "Initial Offer Summary") was prepared by the Receiver and was provided to the Key Stakeholders and their respective legal counsel, in connection with the Receiver's purview to seek input from such parties. Due to the sensitive commercial information contained in the Initial Offer Summary the release of which could materially prejudice the sale process and the within proceeding, it is being filed separately as part of the Confidential Supplement to this Report and is the subject of a request for a sealing Order from the Court.

6.1.12 Based on the offers/expressions of interest received, the Receiver sought to evaluate the offers not only on the merits of the offers/expressions of interest *vis-à-vis* Fairview's stakeholders, but also on the ability of the party or parties to complete the transactions, including whether there was a reasonable expectation of acceptance/approval by the MOHLTC and the relevant LHIN of the transaction with the party.

6.1.13 Accordingly, on May 13, 2014 the Receiver and its counsel met with the MOHLTC and subsequently on May 20, 2014 with the TC LHIN to update them on the status of the receivership and sale process, to review the most promising offers received and seek their input and comments on same and to obtain information on the approval process and their respective issues and concerns. Concurrent with the above activities, the Receiver met with those parties who had submitted the most promising offerings in order to assess their ability to complete a transaction and to discuss issues concerning their offer, including the offering purchase price, the assets interested in being purchased or not, and requested changes to the terms and conditions of sale.

6.1.14 One of the parties that had submitted an expression of interest was SVI, who wished to acquire the bed licenses only and under the condition that the MOHLTC would allow such bed licenses to be placed in abeyance pending development of a new facility. From the meeting with the MOHLTC, the Receiver was advised that such an abeyance condition would not be acceptable to the MOHLTC. On May 21, 2014, the Receiver met with SVI to explore the potential acquisition of Fairview's business and the Property as a complete package on a going-concern basis. The property, assets, and undertakings of Fairview that are contemplated to be sold (and also excluded from the sale) to SVI are more particularly detailed in the SVI APS, but in essence included the real property, building, furniture and fixtures, capital equipment, resident receivables, inventory, bed licenses, and intangibles and excluded cash balances, related party receivables, and MOHLTC Funding relating to the period of operations prior to closing and certain books and records (the "Purchased Assets"). SVI was receptive of the idea and a transaction in principal was agreed to between the Receiver and SVI after about two (2) weeks of discussions.

6.1.15 The transaction in principal agreed to between the Receiver and SVI contemplated SVI assuming a portion of the MOHLTC indebtedness.

Following several discussions and a written request made to the MOHLTC, in mid-June 2014 the Receiver received the MOHLTC's agreement in principal for SVI's proposed assumption of a portion of the MOHLTC indebtedness, pursuant certain terms and conditions.

6.1.16 Following several weeks of negotiations between the Receiver, SVI and their respective legal counsel, the SVI APS was entered into between the parties for the Purchased Assets and business of Fairview. Due to the sensitive nature and commercial information contained in the SVI APS, the release of which could materially prejudice the sale process and the within proceeding, it is being filed separately as part of the Confidential Supplement to this Report and is the subject of a request for a sealing Order from the Court.

## 6.2 Sale to Schlegel Villages Inc.

6.2.1 Canadian owned and operated, SVI has over forty (40) years of experience in the sector. SVI currently owns and operates twelve (12) high quality long-term care and retirement facilities across Southern Ontario (housing approximately 2,500 seniors). In addition to offering a full continuum of care, featuring full service retirement suites, assisted care, memory care, seniors' apartments, and long-term care, at a number of its facilities, SVI is active, in partnership with the University of Waterloo, in contributing to the research in the field of aging and senior care.

6.2.2 SVI is unrelated to Fairview, the Herbert Estate, or Agatha.

6.2.3 Based on the sale process undertaken by the Receiver, the marketing activities by Jensen Realty, and following the Receiver's evaluation of the offers (including consultation with certain key stakeholders), the Receiver is of the opinion that the transaction negotiated with SVI, as detailed in the SVI APS, fairly reflects what the market is prepared to pay for the Purchased Assets (as a going concern and as entire

package) and provides, on balance, the greatest benefit to Fairview's stakeholders, generally, including:

- (a) Preserving jobs and employment for most, if not all, of Fairview's current employees, as well as future employment opportunities;
- (b) Avoiding disruption to the lives of Fairview's elderly residents and their families that would have resulted from the closure of the facility or relocation of the bed licenses to one of the other LHINs;
- (c) Preserving long-term care bed capacity in the TC LHIN with the intention of establishing a foundation for further investment and fostering future growth in long-term care bed capacity in the City of Toronto;
- (d) Preserving Fairview's business which will provide continuity of commerce for many of its suppliers/creditors; and
- (e) Generating a fair and reasonable net realization for Fairview's creditors and other stakeholders.

6.2.4 A detailed analysis of the SVI APS is set out in the Confidential Supplement.

6.2.5 Further, the purchase price for the Purchased Assets, as contained in the SVI APS, is consistent with the appraised value for Fairview on an indefinite going-concern basis (Scenario Two) as detailed in the DRAFT Short Narrative Appraisal of an Existing Long-Term Care (LTC) Seniors' Housing Residence known as: "Fairview Nursing Home" located at: 14 Cross Street, Toronto, Ontario, dated October 15, 2012 as prepared by CWPC Seniors' Housing Group, A division of CWPC Property Consultants Ltd. for Fairview (the "CWPC Appraisal"). In view of the sensitive nature and commercial information contained in the CWPC Appraisal, the release of which could materially prejudice the sale process and the within proceeding, it is being filed separately

as part of the Confidential Supplement to this Report and is the subject of a request for a sealing Order from the Court.

- 6.2.6 As part of the SVI APS, SVI requires an Order approving the sale and vesting title to the Purchased Assets in SVI, free and clear of any and all encumbrances, save and except for those listed in the schedule to the draft form of Approval and Vesting Order that forms part of the SVI APS.
- 6.2.7 In accordance with Section 6.12 of the SVI APS, SVI intends to assign its right, title and interest in and to the real property, building and fixtures to a related party, Fairview LTC Inc. Accordingly, the Approval and Vesting Order being sought reflects this assignment.
- 6.2.8 In addition to and consistent with previous insolvency sale transactions in this business sector, the SVI APS now only remains conditional on SVI receiving MOHLTC approval for transfer/reissuance of Fairview's bed licenses to it and the Court's issuance of an Approval and Vesting Order, as noted above. The Receiver is advised by the MOHLTC that this approval process will take between 6 to 8 months and will include a financial review of SVI, as well as public consultation on the proposed license transfer. During the MOHLTC approval process and pending a further Order of this Court to lift the stay of proceedings, the stay of proceeding established by the Receivership Order shall remain in effect.
- 6.2.9 The SVI APS is the culmination of considerable involvement and effort on the part of the MOHLTC, SEIU, and the TC LHIN and their willingness to work with the Receiver to achieve this result.
- 6.2.10 The Receiver is advised that the Bank, the Herbert Estate, Agatha, and Fairview are all in support of the proposed sale transaction with SVI.

## 7.0 STATEMENT OF RECEIPTS AND DISBURSEMENTS

- 7.1 Attached hereto as Appendix “F” to this Report is the Receiver’s interim statement of receipts and disbursements (“Interim R&D”) as at September 12, 2014.
- 7.2 As at September 12, 2014, the Receiver’s trust account for the Fairview receivership had a balance of \$4,430.34. In addition, Gowlings is holding in trust \$150,000.00, representing the deposits paid by SVI in connection with the SVI APS.

## 8.0 PROFESSIONAL FEES

- 8.1 Pursuant to Paragraph 18 of the Receivership Order, the Receiver and its counsel are to be paid their reasonable professional fees and disbursements and are granted a charge on the Property for such professional fees and disbursements. Pursuant to Paragraph 20 of the Receivership Order, the Receiver is entitled to apply reasonable amounts out of the monies in its hands to satisfy its professional fees and disbursements and those of its counsel, and such amounts are to constitute advances against its remuneration and disbursements when and as approved by the Court.
- 8.2 As per the Second Forbearance Agreement and as noted in Paragraph 4.3.3 of this Report, the sum of \$100,000.00 was funded to the receivership, as part of Receiver Certificate No. 002, in connection with the Receiver’s fees and disbursements, which includes its legal counsel, in connection with the sale process being conducted.
- 8.3 A further sum of \$30,098.18 was funded/paid by Fairview to the receivership in connection with the Receiver’s professional fees and disbursements and those of its legal counsel.
- 8.4 Attached hereto, as Appendix “G” is the Affidavit of Matthew E. Lem (sworn September 12, 2014), in support of the fees and disbursements of

the Receiver for the period from December 4, 2013 to August 31, 2014, totaling \$147,844.10, exclusive of HST.

- 8.5 Attached hereto, as Appendix “H” is the Affidavit of Clifton P. Prophet (sworn September 12, 2014), in support of the fees and disbursements of the Receiver’s legal counsel, Gowlings, for the period from December 10, 2013 to August 31, 2014, totaling \$128,818.83, exclusive of HST.
- 8.6 As of the date of this Report, the Receiver and Gowlings have drawn interim payments in respect of their professional fees and disbursements, which have yet to be taxed by this Honourable Court, in the amounts of \$66,545.41 and \$48,600.10, exclusive of HST, respectively.
- 8.7 The Receiver respectfully requests this Honourable Court’s approval of its professional fees and disbursements, along with the professional fees and disbursements of Gowlings (the “Professional Accounts”), as set out in the aforementioned Affidavits.

## **9.0 CONCLUSION AND RECOMMENDATIONS**

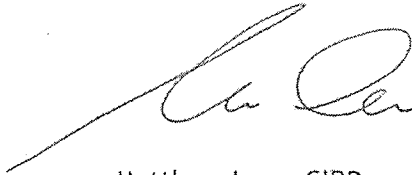
- 9.1 Based on the foregoing and as outlined in the body of this Report, the Receiver requests that this Honourable Court issue an Order:
  - (a) Approving and authorizing the Receiver’s execution of the SVI APS and vesting title in and to the Purchased Assets in SVI as set-out in the SVI APS;
  - (b) Sealing various documents set out in the Confidential Supplement, pending completion of the sale transaction with SVI as contemplated in this Report;
  - (c) Approving this Report, the Confidential Supplement, and the conduct and activities of the Receiver and its counsel as set out therein; and



- (d) Approving the Professional Accounts of the Receiver, and those of its legal counsel, Gowlings, as set out in this Report and accompanying Affidavits.

All of which is respectfully submitted this 15<sup>th</sup> day of September, 2014.

BDO CANADA LIMITED,  
in its capacity as the Court-appointed  
Receiver of Fairview Nursing Home Limited  
and not in its personal or corporate capacity  
Per:

A handwritten signature in black ink, appearing to read 'Matthew Lem', written over a horizontal line.

Matthew Lem, CIRP  
Senior Vice President

**tab C**

ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)

THE HONOURABLE MR.  
JUSTICE NEWBOULD

THURSDAY, THE 25<sup>th</sup> DAY  
OF SEPTEMBER, 2014

BETWEEN:



THE TORONTO-DOMINION BANK

Applicant

– and –

FAIRVIEW NURSING HOME LIMITED

Respondent

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

**APPROVAL AND VESTING ORDER**

**THIS MOTION**, made by BDO Canada Limited in its capacity as the Court-appointed Receiver (in such capacity, the “**Receiver**”), without security, for the purposes of marketing and selling the assets, undertakings, and properties of Fairview Nursing Home Limited (the “**Debtor**”) for an Order, *inter alia*, approving the sale transaction (the “**Transaction**”) between the Receiver, the Debtor, and Schlegel Villages Inc. (the “**Purchaser**”) contemplated by an Agreement of Purchase and Sale made as of July 22, 2014, and as subsequently amended by Letter Agreement dated August 29, 2014 (the “**Sale Agreement**”), and appended to the First Report of the Receiver dated September 15, 2014 (the “**Report**”), and vesting in the Purchaser the Receiver’s and 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 the Confidential Supplement to the Report dated September 15, 2014 (the “**Confidential Supplement**”), and on hearing the submissions of counsel for the Receiver and those counsel listed on the Counsel Slip, no one appearing for any other person on the Service List, although properly served as appears from the Affidavit of Laura Taylor, sworn September 12, 2014, filed:

1. **THIS COURT ORDERS AND DECLARES** that the time for service of the Notice of Motion, Motion Record, and Report is hereby abridged such that this motion is properly returnable today, that the manner of service is hereby approved and validated, and that all parties entitled to notice of this motion have been properly served with notice of this motion, and service on any other parties is hereby dispensed with.

2. **THIS COURT ORDERS AND DECLARES** that the Transaction is hereby approved, and that the Sale Agreement is commercially reasonable and in the best interests of the Debtor and its stakeholders. The execution of the Sale Agreement by the Receiver is hereby authorized and approved with such amendments as the Receiver may deem necessary, and 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 **Schedule A** hereto (the “**Receiver’s Certificate**”), all of the Receiver’s and Debtor’s right, title, and interest in and to the Purchased Assets described in the Sale Agreement 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 Mr. Justice D. Brown dated

December 20, 2013 (the “**Appointment Order**”); (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; (iii) the Responsive Security (as defined in the Appointment Order); and (iv) those Claims listed on **Schedule C** hereto (all of which are collectively referred to as the “**Encumbrances**”, which term shall not include the permitted encumbrances, easements and restrictive covenants listed on **Schedule D**) 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 Land Titles Division #66 of Toronto of an Application for Vesting Order in the form prescribed by the *Land Titles Act* (Ontario), the Land Registrar for the said Land Titles Division is hereby directed to enter Fairview LTC Inc. as the owner of the subject real property identified in **Schedule B** hereto (the “**Real Property**”) in fee simple, and is hereby directed to delete and expunge from title to the Real Property all of the Claims listed in **Schedule 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, including personal information of the Assumed Employees, as defined in the Sale Agreement. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal

information provided to it in a manner which is in all material respects identical to the prior use of such information by the Debtor.

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

10. **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.

11. **THIS COURT ORDERS** that the Confidential Supplement is hereby sealed and shall not form part of the public record pending further Order of this Court.

2 Mel J.

ENTERED AT / INSCRIT À TORONTO  
ON / BOOK NO:  
LE / DANS LE REGISTRE NO..



SEP 25 2014

SCHEDULE A

FORM OF RECEIVER'S CERTIFICATE

Court File No. CV-13-10365-00CL

ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST

BETWEEN:

THE TORONTO-DOMINION BANK

Applicant

– and –

FAIRVIEW NURSING HOME LIMITED

Respondent

RECEIVER'S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable Mr. Justice D. Brown of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated December 20, 2013, BDO Canada Limited was appointed Receiver (in such capacity, the “**Receiver**”) of Fairview Nursing Home Limited (the “**Debtor**”) as specifically set out in the Receivership Order of the Honourable Mr. Justice D. Brown of the Ontario Superior Court of Justice (Commercial List) dated December 20, 2013, pursuant to subsection 243(1) of the *Bankruptcy and Insolvency Act* (Canada), R.S.C. 1985, c. B-3, as amended (the “**BIA**”).

B. Pursuant to an Order of the Court dated ●, the Court approved the agreement of purchase and sale made as of July 22, 2014, and as subsequently amended by Letter Agreement dated August 29, 2014 (the “**Sale Agreement**”) between the Receiver, Debtor and Schlegel Villages Inc. (the “**Purchaser**”) and provided for the vesting in the Purchaser of the Receiver's and Debtor's right, title and interest in and to the 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 Assets; (ii) that the conditions to Closing as set out in article 4 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

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



**THE RECEIVER CERTIFIES** the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in article 4 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Receiver.

This Certificate was delivered by the Receiver to the Purchaser at ● <Insert time.> on ● <Insert date.>.

**BDO CANADA LIMITED**, solely in its capacity as Court-appointed Receiver of Fairview Nursing Home Limited as specifically set out in the Receivership Order of the Honourable Mr. Justice D. Brown of the Ontario Superior Court of Justice (Commercial List) dated December 20, 2013, and not in its personal capacity

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

Name: Matthew Lem  
Title: Senior Vice President

**SCHEDULE B**

**SUBJECT REAL PROPERTY**

LT 7-8 PL 366 CITY WEST; PT LT 9 PL 366 CITY WEST; PT LANE PL 366 CITY WEST  
CLOSED BY CT526323, PT 3, 4, 6, 63R2391; PT LT 17-18 PL 1051 TORONTO PT 1,  
63R2391; S/T CT500560E, CT526917E; CITY OF TORONTO, Property Identifier Number  
21296-0399(LT); bearing municipal address 14 Cross Street, Toronto, Ontario, Canada.

## **SCHEDULE C**

### **CLAIMS TO BE DELETED AND EXPUNGED FROM TITLE TO REAL PROPERTY**

1. Notice, Instrument No. CT802464
2. Assignment General, Instrument No. CT837982
3. Charge, Instrument No. AT2450748
4. Notice of Assignment of Rents General, Instrument No. AT2450749
5. Charge Instrument No. AT3487149
6. Charge, Instrument No. AT3527775

## **SCHEDULE D**

### **PERMITTED ENCUMBRANCES, EASEMENTS AND RESTRICTIVE COVENANTS RELATED TO THE REAL PROPERTY**

(unaffected by the Approval and Vesting Order)

1. Reference Plan 63R-2363
2. Reference Plan 63R-2391
3. Easement, CT500560E in favour of the Corporation of the City of Toronto
4. Easement, CT526917E in favour of the Corporation of the City of Toronto
5. Agreement, CT602855 in favour of the Corporation of the City of Toronto
6. Agreement, CT554379 in favour of the Corporation of the City of Toronto
7. VTB Mortgage as defined in the Agreement
8. Vendor's Notice of Claim/Caveat re: Section 2.19 of the Agreement

Court File No. CV-13-10365-00CL

THE TORONTO-DOMINION BANK

- and -

FAIRVIEW NURSING HOME LIMITED

Applicant

Respondent

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

*ONTARIO*  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)

(PROCEEDING COMMENCED AT TORONTO)

**APPROVAL AND VESTING ORDER**

**GOWLING LAFLEUR HENDERSON LLP**

Barristers and Solicitors  
1 First Canadian Place  
100 King Street West, Suite 1600  
TORONTO, Ontario, M5X 1G5

**Clifton Prophet / Frank Lamie**  
**LSUC No.: 34845K / 54035S**

Telephone: (416) 862-3509 / (416) 862-3609  
Facsimile: (416) 862-7661

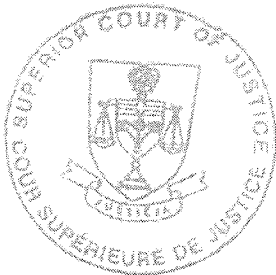
**Lawyers for Fairview Nursing Home**

*ONTARIO*  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST

THE HONOURABLE MR.  
JUSTICE NEWBOULD

THURSDAY, THE 25<sup>th</sup> DAY  
OF SEPTEMBER, 2014

BETWEEN:



THE TORONTO-DOMINION BANK

Applicant

— and —

FAIRVIEW NURSING HOME LIMITED

Respondent

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

**ORDER**

**THIS MOTION, MADE BY BDO CANADA LIMITED**, in its capacity as the Court-appointed Receiver (in such capacity, the “**Receiver**”), without security, for the purposes of marketing and selling the assets, undertakings, and properties of Fairview Nursing Home Limited (the “**Debtor**”), for an Order, *inter alia*, (i) approving the First Report to Court of the Receiver dated September 15, 2014 (the “**Report**”) and the Receiver’s conduct activities outlined therein, and the Confidential Supplement to the Report dated September 15, 2014 (the “**Confidential Supplement**”), and the Receiver’s conduct and activities outlined therein; (ii) sealing the Report and the Confidential Supplement and the Appendices thereto, and (iii) approving the professional fees and disbursements of the Receiver and its counsel, was heard this day at 330 University Avenue, Toronto, Ontario.

**ON READING** the Report and the Confidential Supplement, and on hearing the submissions of counsel for the Receiver and those counsel listed on the Counsel Slip, no one appearing for any other person on the Service List, although properly served as appears from the Affidavit of Laura Taylor, sworn September 15, 2014, filed:

**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.

**APPROVAL OF FIRST REPORT & CONFIDENTIAL SUPPLEMENT**

2. **THIS COURT ORDERS** that the First Report, the Confidential Supplement, and the activities of the Receiver outlined therein be and are hereby approved.

**FEE APPROVAL**

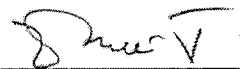
3. **THIS COURT ORDERS** that the fees for professional services and the disbursements of the Receiver, as set out in the Affidavit of Matthew E. Lem, sworn September 12, 2014, and counsel for the Receiver, as set out in the Affidavit of Clifton P. Prophet, sworn September 12, 2014, be and are hereby approved.

4. **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.

ENTERED AT / INSCRIT À TORONTO  
ON / BOOK NO.  
LE / DANS LE REGISTRE NO.:



SEP 25 2014



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Court File No. CV-13-10365-00CL

**BETWEEN:**

**THE TORONTO-DOMINION BANK**

**- and -**

**FAIRVIEW NURSING HOME LIMITED**

**Applicant**

**Respondent**

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

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

(PROCEEDING COMMENCED AT TORONTO)

**ORDER**

**GOWLING LAFLEUR HENDERSON LLP**  
Barristers and Solicitors  
1 First Canadian Place  
100 King Street West, Suite 1600  
Toronto ON M5X 1G5

**Clifton Prophet (LSUC #34845K)**  
Tel: (416) 862-3509

**Frank Lamie (LSUC #54035S)**  
Tel: (416) 862-3609  
Fax: (416) 862-7661

**Solicitors for the Receiver**



Court File No. CV-11-9321-00CL

ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)

BETWEEN:

THE TORONTO-DOMINION BANK

Applicant

- and -

FAIRVIEW NURSING HOME LIMITED

Respondent

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

THE SECOND REPORT OF BDO CANADA LIMITED,  
IN ITS CAPACITY AS COURT-APPOINTED RECEIVER OF  
FAIRVIEW NURSING HOME LIMITED

April 17, 2015

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Appendix B	A copy of the First Report of BDO Canada Limited in its capacity as Court-Appointed Receiver of Fairview Nursing Home Limited dated September 15, 2014 (excluding appendices)
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Appendix E	Gowling Lafleur Henderson LLP's legal opinion on the security held by The Toronto-Dominion Bank dated April 2, 2015
Appendix F	<i>Personal Property Security Act</i> (Ontario) search - file currency date: December 8, 2014
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Appendix H	Receiver's Interim Statement of Receipts and Disbursements, as at April 16, 2015

**tab D**

ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)

BETWEEN:

THE TORONTO-DOMINION BANK

Applicant

- and -

FAIRVIEW NURSING HOME LIMITED

Respondent

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

THE SECOND REPORT OF BDO CANADA LIMITED,  
IN ITS CAPACITY AS COURT-APPOINTED RECEIVER OF  
FAIRVIEW NURSING HOME LIMITED

April 17, 2015

BDO Canada Limited (“BDO”), in its capacity as Receiver of Fairview Nursing Home Limited (“Fairview”), hereby reports to the Court as follows:

## 1.0 INTRODUCTION AND BACKGROUND

### 1.1 Introduction

1.1.1 Fairview is a corporation incorporated pursuant to the *Business Corporations Act* (Ontario) in 1968. Privately owned by Mrs. Violet Agatha Chambers (“Agatha”) and her now deceased husband, Herbert Washington Chambers (the “Herbert Estate” or the “Guarantor”), the company operates a 108 bed Class “C” long-term care facility located at the address municipally known as at 14 Cross Street in the city of Toronto, Ontario (the “Premises”).

- 1.1.2 Fairview is indebted to The Toronto-Dominion Bank (the "Bank") with respect to certain credit facilities made to it by the Bank pursuant to and under the terms of a Letter Agreement dated July 7, 2010 and accepted by the Fairview on July 8, 2010, as amended by Letter Agreement dated April 23, 2012 (collectively and as amended, restated, renewed, and replaced, the "Credit Agreement").
- 1.1.3 Following one or more defaults under the terms of the Credit Agreement, and at the request of Fairview and the Guarantor, the Bank entered into a Forbearance Agreement dated August 22, 2012 (the "First Forbearance Agreement") with Fairview and the Guarantor, which provided for a forbearance period that terminated on February 14, 2013. A copy of the First Forbearance Agreement was attached as Exhibit "C" to the Affidavit of Kenneth J. Malcolm, sworn December 10, 2013 (the "Malcolm Affidavit"), and formed part of the Application Record dated December 12, 2013, previously filed with the Court in support of the application for the Receivership Order (the "Receivership Application Record").
- 1.1.4 As a consequence of certain milestones not having been met under the First Forbearance Agreement, and Fairview continuing to be in default under the Credit Agreement, among other things, Fairview, the Guarantor, Agatha, and the Bank entered into the Second Forbearance Agreement, dated December 5, 2013, and as later amended by letter agreements (collectively and as amended, the "Second Forbearance Agreement"), which among other things, provided for the appointment of a receiver with the limited powers to commence and complete a sale of the business, property, assets, and undertakings of Fairview. A copy of the Second Forbearance Agreement was attached as Exhibit "L" to the Malcolm Affidavit, and formed part of the Receivership Application Record.
- 1.1.5 Following an application made by the Bank and pursuant to an Order dated December 20, 2013 (the "Receivership Order") granted by the

Honourable Mr. Justice D. Brown of the Ontario Superior Court of Justice (Commercial List), BDO Canada Limited was appointed as receiver, without security, to market and sell the assets, undertakings, and properties of Fairview acquired for, or used in relation to the business carried on by Fairview (collectively, the "Property"). A copy of the Receivership Order is attached hereto this Report as Appendix "A".

- 1.1.6 Based on the sale process and negotiations undertaken by the Receiver, the marketing activities of Jensen Realty, the real estate broker retained by the Receiver with approval of the Court to assist in the marketing of the Property, and following the Receiver's evaluation of the offers (including consultation with certain key stakeholders), on September 15, 2014 the Receiver served a motion record returnable on September 25, 2014 seeking, among other things, approval of the Agreement of Purchase and Sale entered into between the Receiver, Fairview and Schlegel Villages Inc. ("SVI") dated July 22, 2014 and as later amended by letter agreement dated August 29, 2014 (collectively and as amended, the "SVI APS"). In support of this application, the Receiver filed with the Court a report dated September 15, 2014 (the "First Report") along with a Confidential Supplement to the First Report dated September 15, 2012 (the "Confidential Supplement"). A copy of the First Report is attached hereto, without appendices, as Appendix "B". Due the sensitive nature of the contents of the Confidential Supplement, the Receiver requested that the Court seal this supplement to the First Report.
- 1.1.7 Following the motion heard on September 25, 2014, the Honourable Mr. Justice Newbould of the Ontario Superior Court of Justice (Commercial List) granted an order (the "Approval and Vesting Order"), approving and authorizing, among other things, the SVI APS and sealing the Confidential Supplement pending a further Order of

the Court. Attached hereto as Appendix “C” is a copy of the Approval and Vesting Order.

1.1.8 As noted in Paragraph 4.1.1 of the First Report, the Receiver retained Gowling Lafleur Henderson LLP (“Gowlings”) as its independent legal counsel in connection with this matter.

1.1.9 All capitalized terms not otherwise defined herein shall have the meaning as defined in the First Report and the Receivership Order.

## 1.2 Background

1.2.1 The Ontario Ministry of Health and Long-Term Care (the “MOHLTC”) is the provincial governmental and regulatory body that oversees the public health care system in Ontario, which includes long-term care facilities pursuant to the *Long-Term Care Home Act* (Ontario) and Ontario Regulation 79/10 (collectively, the “LTCHA”). Assisting the MOHLTC in this endeavor are the 14 Local Health Integration Networks (“LHINs”), which were established to facilitate, on a local level, the planning, integration, and funding of local health care service providers pursuant to the *Local Health System Integration Act* (Ontario).

1.2.2 Fairview holds 108 Class “C” bed licenses (the “Bed Licenses”) issued by the MOHLTC pursuant to the LTCHA. The LTCHA came into force on July 1, 2010 and replaced the *Nursing Home Act*, *Homes for the Aged and Rest Homes Act*, and the *Charitable Institutions Act*, and the regulations under those Acts. Under the LTCHA, the term of the Class “C” licenses was fixed at 15 years, as it was contemplated that in this 15 year period such Class “C” facilities (as measured by the number of beds) would be upgraded/redeveloped to come into compliance with the newer Class “A” standard. Accordingly, the Class “C” bed licenses are set to expire in about 11 years (in 2025).

1.2.3 Fairview’s business and cash flows are funded, in large part, by monthly installment payments from the MOHLTC/LHINs (the



“MOHLTC Funding”), which are based on an estimate, at the beginning of each year, of the number of beds that will be occupied at the facility. The MOHLTC/LHINs annually reconcile the funding provided, taking into account such factors as actual occupancy levels, co-payment revenues collected, the eligibility of the expenditures and the extent to which designated funds have been spent in the designated service areas (i.e. nursing and personal care, program and support services, raw food, other accommodations, etc.). Based on the completed reconciliations, an overpayment of funding (the “Reconciliation Amounts”) may be determined and the MOHLTC will seek to recover the Reconciliation Amounts in accordance with established policies. In the case of an underpayment, additional funding is provided to the operator.

## 2.0 PURPOSE

2.1 The purpose of this Report is to:

- (a) Advise this Court of the activities of the Receiver in connection with the closing of the sale to SVI since the date of the Approval and Vesting Order and outline next steps;
- (b) Seek an Order approving the activities of the Receiver and its legal counsel, as outlined in this Report; and
- (c) Seek an Order approving and authorizing a distribution to the Bank, up to the Fairview’s indebtedness to the Bank, from the monies received from the closing of the sale to SVI.

## 3.0 DISCLAIMER

3.1 In preparing this Report, the Receiver has relied upon unaudited financial information from Fairview, Fairview’s books and records, and discussions with the Fairview’s management and staff. The Receiver has not audited, reviewed, or otherwise attempted to verify the accuracy or completeness of that information in a manner that would comply with Generally Accepted Assurance Standards pursuant to the requirements of

the Canadian Institute of Chartered Accountants' Handbook and, accordingly, the Receiver cannot express any opinion or other form of assurance in respect of that information.

- 3.2 The Receiver has prepared this Report in its capacity as a court-appointed officer solely for the purposes as set out in Paragraph 2.1 of this Report. Parties using this Report, other than for the purposes set out in Paragraph 2.1 above, are cautioned that this Report may not be appropriate for their purposes.

#### 4.0 THE RECEIVER'S ACTIVITIES SINCE THE APPROVAL AND VESTING ORDER

##### 4.1 Sale to Schlegel Villages Inc.

- (a) Immediately following the granting of the Approval and Vesting Order, the Receiver, together with Fairview and SVI took steps and commenced activities to obtain the MOHLTC's approval for the transfer of the Bed Licenses from Fairview to SVI.
- (b) As a consequence of such activities, on March 12, 2014, the MOHLTC issued a letter to Fairview and SVI which conditionally approved the transfer of the Bed Licenses from Fairview to SVI, subject to certain conditions. On March 13, 2015, the MOHLTC revised and reissued the conditional approval letter (the "Revised Conditional Approval Letter") in order to incorporate a further term, which amongst other things, stipulated that the Reconciliation Amounts associated with 2011 and 2012 must be paid on closing.
- (c) Following the issuance of the Revised Conditional Approval Letter, the Receiver, Fairview and SVI took all steps necessary in accordance with the SVI APS and the Revised Conditional Approval Letter to proceed to close the sale transaction on March 31, 2015.
- (d) On March 31, 2015, the Receiver successfully closed the sale with SVI, as contemplated under the SVI APS. A copy of the Receiver's Certificate that was filed with the Court on April 2, 2015 with respect

to the closing of the sale with SVI is attached hereto as Appendix "D" to this Report.

- (e) On closing, the sum of \$544,576.00 was paid to the MOHLTC from the proceeds received on closing in connection with the 2011 and 2012 Reconciliation Amounts as stipulated in the Revised Conditional Approval Letter and as a mandatory requirement of license transfer and the closing of the sale to SVI.

#### 4.2 The Bank's Security

- (a) The Bank holds a Charge/Mortgage in the principal amount of \$1,500,000 registered under the Ontario *Land Titles Act* (the "LTA") on July 19, 2010 (the "TD Mortgage"), a General Security Agreement dated July 16, 2010 and registered under the Ontario *Personal Property Security Act* (the "PPSA") on July 19, 2010 (the "TD GSA"), and a General Assignment of Rents dated July 16, 2010 and registered under the LTA on July 19, 2010 (the "TD Assignment of Rents" and together with the TD Mortgage and TD GSA, hereinafter collectively the "TD Security"), all from Fairview.
- (b) As per Gowlings' opinion letter dated April 2, 2015 (the "TD Legal Opinion"), the Receiver is advised that the TD Security granted to the Bank by Fairview appears to be valid and perfected under the PPSA and LTA, as applicable. Attached hereto as Appendix "E" is a copy of the TD Legal Opinion.
- (c) Based on the PPSA search conducted by Gowlings on Fairview (file currency date: December 8, 2014) all of the other security registrations were made after the Bank, with the exception of a specific photocopier lease in favour of Asset Linx Capital Inc. Attached hereto as Appendix "F" is a copy of the PPSA search conducted by Gowlings on Fairview (file currency date: December 8, 2014).

- (d) Based on the LTA search conducted by Gowlings on the Premises (PIN No. 212296-0399 (LT)) as of December 8, 2014, there were no registered encumbrances which would appear to rank in priority to the Bank's TD Mortgage over any proceeds of realization therefrom. Attached hereto as Appendix "G" is a copy of the LTA search conducted by Gowlings on the Premises (PIN No. 212296-0399 (LT)) as of December 8, 2014.
- (e) A more fulsome discussion, commentary and reporting on Fairview's other secured creditors will be included as part of the Receiver's next report when it seeks the Court's approval of a distribution plan for the other secured creditors and other stakeholders of Fairview.

## 5.0 PROPOSED INTERIM DISTRIBUTION

- 5.1 Fairview's outstanding indebtedness to the Bank, as at April 16, 2015, including all accrued interest (per diem \$80.64) and professional fees incurred and expected to be incurred in connection with this motion, totals \$562,778.95 (the "TD O/S Indebtedness").
- 5.2 Having received Gowlings' legal opinion confirming the validity and enforceability of the TD Security, the Receiver believes it would be reasonable and more efficient to seek approval of a distribution to the Bank at this time for the following reasons:
  - (a) There are no outstanding deemed trust claims that would rank in priority to the Bank;
  - (b) Under Paragraph 21 of the Receivership Order, the Receiver's Borrowing Charge (held by the Herbert Estate) in the total principal amount of \$501,596.53 is subordinate to the TD Security;
  - (c) Given the TD Security and the Gowlings opinion, there is no dispute amongst the other secured creditors that the Bank is to be paid in priority to them;

- (d) Repaying the Bank now, in advance of addressing the priorities and distributions to be made to the other secured creditors and stakeholders will avoid further interest to be accrued by the Bank; and
- (e) There will be sufficient funds after the proposed distribution to the Bank, and monies still to be collected in connection with the sale transaction with SVI to satisfy other claims against Fairview, including the Receiver's Charge provided pursuant to Paragraph 18 of the Receivership Order.

## 6.0 STATEMENT OF RECEIPTS AND DISBURSEMENTS

- 6.1 Attached hereto as Appendix "H" to this Report is the Receiver's interim statement of receipts and disbursements ("Interim R&D") as at April 16, 2015.
- 6.2 As at April 16, 2015, the Receiver's trust account for the Fairview receivership had a balance of \$875,038.72. Accordingly, the Receiver advises that there are sufficient funds held by the Receiver to make a distribution to the Bank in order to fully repay the TD O/S Indebtedness.

## 7.0 CONCLUSION AND RECOMMENDATIONS

- 7.1 Based on the foregoing and as outlined in the body of this Report, the Receiver requests that this Court issue an Order:
  - (a) Approving the Receiver's activities and those of its counsel, as set out in this Report; and
  - (b) Approving and authorizing the Receiver to make a distribution to the Bank, up to Fairview's indebtedness to the Bank, from the monies received from the closing of the sale to SVI.

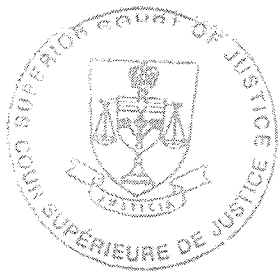
All of which is respectfully submitted this 17<sup>th</sup> day of April, 2015.

BDO CANADA LIMITED,  
in its capacity as the Court-appointed  
Receiver of Fairview Nursing Home Limited  
and not in its personal or corporate capacity  
Per:

A handwritten signature in black ink, appearing to read 'M. E. Lem', written in a cursive style.

Matthew E. Lem, CIRP  
Senior Vice President

**tab E**



Court File No. CV-13-10365-00CL

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

**THE HONOURABLE  
JUSTICE MCEWEN**

**THURSDAY, THE 23<sup>th</sup> DAY  
OF APRIL, 2015**

**B E T W E E N:**

**THE TORONTO-DOMINION BANK**

**Applicant**

-- and --

**FAIRVIEW NURSING HOME LIMITED**

**Respondent**

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

**ORDER**

**THIS MOTION, MADE BY BDO CANADA LIMITED**, in its capacity as receiver (in such capacity, the "**Receiver**"), appointed in accordance with the Order of Justice D. Brown dated December 20, 2013 in relation to the assets, undertakings, and properties (the "**Property**") of Fairview Nursing Home Limited (the "**Debtor**"), for an Order approving the Second Report to Court of the Receiver dated April 17, 2015 (the "**Report**") and the Receiver's conduct and activities outlined therein and directing payment of certain monies and proceeds held by the Receiver in satisfaction of the senior secured claims of The Toronto-Dominion Bank ("**TD**"), was heard this day at 330 University Avenue, Toronto, Ontario.



**ON READING** the Report and on hearing the submissions of counsel for the Receiver and those counsel listed on the Counsel Slip, no one appearing for any other person on the Service List, although properly served as appears from the Affidavit of Alma Cano, sworn April 17, 2015, filed:

**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.

**APPROVAL OF REPORT**

2. **THIS COURT ORDERS** that the Report, and the activities of the Receiver outlined therein be and are hereby approved.

**DISTRIBUTION**

3. **THIS COURT ORDERS** that the Receiver is hereby authorized and directed to pay the sum of \$562,778.95, plus per diem interest in the amount of \$80.64 from April 16, 2015 to the date of payment, to TD from monies and sale proceeds held by the Receiver, in full and final satisfaction of the claims of TD against the Debtor and the Property.

4. **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.

ENTERED AT / INSCRIT À TORONTO  
ON / BOOK NO:  
LE / DANS LE REGISTRE NO.:

APR 23 2015

NB

  
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**B E T W E E N:**

Court File No. CV-13-10365-00CL

**THE TORONTO-DOMINION BANK**

- and -

**FAIRVIEW NURSING HOME LIMITED**

**Applicant**

**Respondent**

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

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

(PROCEEDING COMMENCED AT TORONTO)

**ORDER**

**GOWLING LAFLEUR HENDERSON LLP**  
Barristers and Solicitors  
1 First Canadian Place  
100 King Street West, Suite 1600  
Toronto ON M5X 1G5

**Clifton Prophet (LSUC #34845K)**  
Tel: (416) 862-3509

**Frank Lamie (LSUC #54035S)**  
Tel: (416) 862-3609  
Fax: (416) 862-7661

**Solicitors for the Receiver**

**tab F**

## DIRECTION AND RELEASE

TO: BDO CANADA LIMITED, as Court-Appointed Receiver (the "**Receiver**") of Fairview Nursing Home Limited ("**Fairview**")

AND TO: THE TORONTO-DOMINION BANK (the "**Bank**")

FROM: VIOLET AGATHA CHAMBERS ("**Chambers**")

RE: Funds of Fairview held by the Bank

**WHEREAS** the Receiver was appointed by the Court on December 20, 2013 to, among other things, market and sell the assets, undertakings and properties of Fairview acquired for, or used in relation to the business carried on by Fairview (collectively, the "**Property**");

**AND WHEREAS** on September 8, 2015, Chambers withdrew \$92,938.00 (the "**Funds**") from Fairview's corporate bank account and deposited the net monies in her personal bank account at the Bank;

**AND WHEREAS** the Funds are the Property of Fairview and the Receiver was appointed over the Property including the Funds;

**AND WHEREAS** on October 16, 2015, Fairview's legal counsel at the time demanded from Chambers the return of the Funds forthwith;

**AND WHEREAS** on October 21, 2015 and October 29, 2015, the Receiver wrote to the Bank requesting the delivery of the Funds to the Receiver;

**AND WHEREAS** the Bank has frozen the Funds and will release the Funds to the Receiver upon receipt of a direction and release from Chambers, with the Receiver's approval or consent, or a court order;

**AND WHEREAS** Chambers agrees that the Funds are the Property of Fairview and hereby directs the Bank to release the Funds to the Receiver and releases the Bank and Receiver from any liability for so doing pursuant to the terms and conditions of this Direction and Release;

**AND WHEREAS** the Receiver consents to the release of the Funds in accordance with this Direction and Release.

**DIRECTION**

**THE UNDERSIGNED**, Chambers, hereby authorizes and directs the Bank to release or pay forthwith the Funds plus any accumulated interest to the Receiver and this shall be your good, sufficient, and irrevocable authority for so doing.

**RELEASE**

**THE UNDERSIGNED**, Chambers, hereby agrees to remise, release and forever discharge the Bank and Receiver from any and all claims, actions, demands, manner of actions, causes of actions, suits, debts, duties, accounts, bonds, warranties, claims over, indemnities, contracts, losses, injuries, undertakings, covenants and liabilities of whatever nature and kind whether actual, pending or potential, and whether in equity or at law, she ever had, now has or may hereafter have by reason of any cause, matter or thing whatsoever and howsoever arising and existing up to the present time from any and all claims arising out of the Bank's release of the Funds to the Receiver.

*✓ Richmond Hill m dl*  
DATED at Toronto, this 7 day of October, 2016.


Witness

  
VIOLET AGATHA CHAMBERS

**Richard R. Housen**  
**Barrister, Solicitor and Notary**

The Receiver consents to the release of the Funds in accordance with this Direction and Release.

BDO CANADA LIMITED, as Court-Appointed  
Receiver of Fairview Nursing Home Limited

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

Eugene Migus

*I have authority to bind the Receiver*

**tab G**

ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)

IN THE MATTER OF THE RECEIVERSHIP OF  
FAIRVIEW NURSING HOME LIMITED  
OF THE CITY OF TORONTO,  
IN THE PROVINCE OF ONTARIO

RECEIVER'S INTERIM STATEMENT OF RECEIPTS AND DISBURSEMENTS  
AS AT SEPTEMBER 10, 2018

**Receipts**

1	Realization of assets	\$	2,215,521.68
2	Accounts receivable		7,489.00
3	Advances under Receiver's Certificates		750,000.00
4	Interest on VTB		210,003.92
5	Advances from Fairview		30,098.18
6	Recovery of inappropriate seizure		89,063.77
7	Bank interest earned		2,353.15

**Total receipts**

**3,304,529.70**

**Disbursements**

8	Consulting fees		
	Environmental consultant		34,681.00
9	Professional fees		
	Receiver's fees and disbursements	349,092.71	
	Legal fees and disbursements	<u>196,885.41</u>	545,978.12
10	Miscellaneous		
	Bank charges		35.00
	Courier		8.44
	Storage		835.38
	Filing fees		70.00
	Software license fee		59.54
	Travel		571.55
	Payment to former employee		1,615.64
	HST paid on disbursements		94,744.25
11	Real estate commission		225,000.00
12	Accounting services		30,695.90



ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)

IN THE MATTER OF THE RECEIVERSHIP OF  
FAIRVIEW NURSING HOME LIMITED  
OF THE CITY OF TORONTO,  
IN THE PROVINCE OF ONTARIO

RECEIVER'S INTERIM STATEMENT OF RECEIPTS AND DISBURSEMENTS  
AS AT SEPTEMBER 10, 2018

13	Payment to Ministry of Health and Long-term Care	544,576.00
14	Distribution to the Toronto-Dominion Bank	<u>921,343.43</u>
	<b>Total disbursements</b>	<u><b>2,400,214.25</b></u>
	<b>Net Receipts over Disbursements</b>	<u><u><b>\$ 904,315.45</b></u></u>

NOTES:

- (A) Defined terms used in this Supplemental Report and not otherwise defined have the meaning ascribed to them in the First Report of BDO Canada Limited, in its Capacity as Court-appointed Receiver of Fairview Nursing Home Limited, dated September 12, 2014.

**tab H**

ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)

BETWEEN:

THE TORONTO-DOMINION BANK

Applicant

- and -

FAIRVIEW NURSING HOME LIMITED

Respondent

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

AFFIDAVIT

I, Eugene P. Migus, of the City of Mississauga, in the Province of Ontario, MAKE OATH AND SAY THAT:

1. I am a Senior Vice President and a Licensed Insolvency Trustee with BDO Canada Limited, Receiver of the assets and property of Fairview Nursing Home Limited ("Fairview"). As such, I have knowledge of the matters hereinafter deposed to.
2. Fairview owned and operated a 108-bed Class "C" long-term care facility located at the address municipally known as 14 Cross Street in the City of Toronto, Ontario (the "Premises"). Fairview was regulated and funded by the Ontario Ministry of Health and Long-Term Care, the provincial governmental and regulatory body that oversees the public health care system in Ontario, which includes long-term care facilities pursuant to the *Long-Term Care Home Act* (Ontario) and Ontario Regulation 79/10.
3. BDO Canada Limited was appointed as the Receiver of the property of Fairview pursuant to the order of the Honourable Justice Brown made December 20, 2013 (the "Receivership Order") on an application by The

Toronto-Dominion Bank, a secured creditor of Fairview. BDO Canada Limited was appointed as receiver, without security, to market and sell the assets, undertakings, and properties of Fairview acquired for, or used in relation to the business carried on by Fairview (collectively, the "Property"). Under the Receivership Order, Fairview and its management remained in possession and control of Fairview's assets and operations.

4. Pursuant to the Receivership Order, the Receiver performed the services which are more particularly described in the detailed accounts attached hereto and marked as Exhibit "A".
5. The time incurred with respect to the foregoing administration of this receivership for the period September 2, 2014 to August 24, 2018 is as follows:

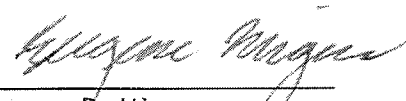
Name	Position	Rate (average)	Hours	Fees
Bar-David, Hila	Administrator	\$ 145.00	2.95	427.75
Bartolini, Rose	Office/accounting	107.00	3.50	374.50
Becker, Amanda	Administrator	137.00	0.20	27.40
Casco, Carla	Office/accounting	118.50	0.40	47.40
Consoli, Angelo	Vice President/Trustee	400.00	9.30	3,720.00
Coore, Christine	Administrator	130.00	3.00	390.00
Fisher-Cobb, Emma	Administrator	120.45	2.20	265.00
Griffiths, Darren	Manager	361.49	200.40	72,442.50
Iannilli, Franca	Administrator	148.00	0.30	44.40
Ijaz, Annum	Office/accounting	80.00	1.50	120.00
Krieger, Michael	Vice President/Trustee	325.00	0.40	130.00
Lem, Matthew	Senior Vice President/Trustee	511.58	173.10	88,554.00
Lopatina, Svetlana	Estate Administrator	175.00	0.30	52.50
Marchand, Matthew	Manager	305.00	0.20	61.00
Masciantonio, Katarina	Manager	195.00	54.20	10,569.00
Mazur, Chris	Senior Vice President/Trustee	504.55	3.30	1,665.00
Migus, Eugene	Senior Vice President/Trustee	562.85	37.30	20,994.25
Ricards, Susan	Administrator	124.00	1.90	235.60
Sagolili, Nicole	Vice President/Trustee	361.76	60.80	21,995.00
Smith, Teresa	Administrator	142.00	2.40	340.80
		<u>398.92</u>	<u>557.65</u>	<u>222,456.10</u>
Disbursements				
- Courier and postage				318.40
- Telephone and facsimile				13.86
- Travel				1,104.81
				<u>223,893.17</u>
Harmonized Sales Tax ("HST")				29,106.11
TOTAL FEES, DISBURSEMENTS, AND HST				<u>\$ 252,999.28</u>

6. The time shown in the detailed accounts attached as Exhibit "A" is a fair and accurate description of the services provided and the amounts charged by the Receiver, which reflect the Receiver's time as billed at its standard billing rates. The Receiver's average hourly rate is \$398.92.

7. The Receiver requests Court approval of fees and disbursements totalling \$223,893.17 plus applicable Harmonized Sales Tax for the services performed to August 24, 2018.
8. This affidavit is sworn in support the Receiver's motion for, among other things, approval of its fees and those of its legal representatives and for no other or improper purpose.

SWORN BEFORE ME at the )  
 City of Mississauga )  
 This 10<sup>th</sup> day of September, 2018 )


  
 A Commissioner etc. in and )  
 for the Province of Ontario )

  
 Eugene P. Migus

**Peter Narmis, a Commissioner, etc., Province of Ontario, for BDO Canada LLP, and BDO Canada Limited, and their subsidiaries, associates and affiliates.  
 Expires April 13, 2021.**

<u>Date</u>	<u>Professional</u>	<u>Hours</u>	<u>Description</u>
2-Sep-14	Lem, Matthew	1.30	Review draft amending document and side letter; discussion with F. Lamie regarding same; attend to correspondence from Schlegel regarding amending documents; attend to correspondence with Schlegel regarding purchase price allocation; discussion with L. Chambers.
3-Sep-14	Lem, Matthew	4.20	Several discussions with L. Chambers regarding employee matters, APS and other; correspondence with Schlegel regarding APS matters; discussion with SEIU regarding employee matters; discussion with J. Schlegel regarding employee matters; APS and MOHLTC; attend to report to Court.
4-Sep-14	Lem, Matthew	4.80	Attend to report to Court; attend to Amending Agreement; discussion with J. Schlegel regarding same and deposit; discussion with F. Lamie regarding file and APS matters.
5-Sep-14	Lem, Matthew	4.00	Attend to draft report to Court and Confidential Supplement.
10-Sep-14	Sagolili, Nicole	2.00	Receipt of financial information from B. Saleh (Responsive); draft affidavit of fees.
11-Sep-14	Sagolili, Nicole	6.00	Review of report to court; make revisions to report to court; make revisions to interim R&D; make revisions to affidavit of fees; attend to invoice; prepare summary of monitoring results.
11-Sep-14	Lem, Matthew	3.50	Attend to finalization of appendices to report; attend to revisions to report to court; discussions with F. Lamie regarding same.
12-Sep-14	Lem, Matthew	4.80	Attend to finalization of report to Court; attend to several discussions with Gowlings regarding same; discussion with J. Schlegel regarding report and transitional issues; discussion with L. Chambers regarding same.
12-Sep-14	Sagolili, Nicole	2.00	Attend to various file administration matters; update affidavit of fees; revisions to report to court; prepare and compiled exhibits for report to court.
15-Sep-14	Sagolili, Nicole	2.80	Review of motion materials; attend to exhibits for report to court; receipt of financial information from F. Lin; finalize and circulate final draft of report to court; attend to service list; attend to update of documents posted on website.

This is Exhibit <sup>1124</sup> referred to in the Affidavit of Eugene P. Naumis sworn before me this 10th day of September, 2018

  
A Commissioner for taking Affidavits

<u>Date</u>	<u>Professional</u>	<u>Hours</u>	<u>Description</u>
15-Sep-14	Lem, Matthew	7.90	Final review of report; Attend to finalization of Confidential Supplement issuance of same to Gowlings for Service; review and provide comments on service list and draft Notice of Motion documents; attend to issues to update Case Website for Motion Materials; various discussions with F. Lamie regarding document service and filing.
16-Sep-14	Lem, Matthew	0.10	Discussion with F. Lamie regarding documents to be filed with the Court.
17-Sep-14	Lem, Matthew	0.10	Discussion with R. Treu of BNS regarding report and sale; discussion with F. Di Nino regarding report and sale.
18-Sep-14	Lem, Matthew	1.00	Assemble and forward confidential supplement to Gowlings for Service; discussion with F. Lamie regarding same and MOHLTC request.
19-Sep-14	Lem, Matthew	1.60	Attend to call from B. Dillane of Responsive; discussion with L. Chambers regarding MOHLTC request and other; attend to correspondence from Responsive's counsel and Gowlings regarding Responsive's information request; discussion with F. Lamie regarding same; discussion with J. Wigley of Gardiner Roberts; discussion with J. Jensen.
22-Sep-14	Lem, Matthew	0.70	Discussion with F. Lamie regarding Court motion and Responsive's request; attend to correspondence regarding same.
24-Sep-14	Lem, Matthew	0.20	Attend to correspondence from F. Lamie regarding MOHLTC query.
25-Sep-14	Lem, Matthew	2.70	Review motion materials in connection with Court attendance; attend Court on sale approval motion; various correspondence with counsels; call to L. Chambers; discussion with J. Schlegel; discussions with C. McKittrick regarding transfer approval and review process; discussions with E. Petes of MOHLTC regarding same.; preparation of draft joint letter to MOHLTC.
25-Sep-14	Sagolili, Nicole	0.50	Receipt and review of court orders and endorsement; attend to posting of documents on website.
26-Sep-14	Lem, Matthew	0.40	Finalize letter to MOHLTC for license transfer; forward to Schlegel and L. Chambers.



<u>Date</u>	<u>Professional</u>	<u>Hours</u>	<u>Description</u>
29-Sep-14	Lem, Matthew	0.20	Attend to matters concerning MOHLTC transfer request letter; correspondence with J. Schlegel regarding same; correspondence with J. Jensen regarding information on potential purchasers for the land.
29-Sep-14	Sagolili, Nicole	0.10	Attend to postings on Fairview website.
30-Sep-14	Lem, Matthew	1.40	Discussion with P. Gertler regarding letter to MOHLTC; adjust letter based on comments from P. Gertler; correspondence with L. Chambers and J. Schlegel regarding same; discussion with L. Chambers regarding MOHLTC letter and other; attend to package for MOHLTC; forward by email copy of package to MOHLTC; correspondence with MOHLTC regarding receipt of package; discussion with F. Lamie regarding next steps.
1-Oct-14	Lem, Matthew	0.30	Discussion with L. Chambers regarding meeting; discussion w with J. Schlegel.
3-Oct-14	Lem, Matthew	0.20	Attend to correspondence from J. Atchinson; discussion with C. McKittrick of SVI regarding transitional meeting to be scheduled.
8-Oct-14	Lem, Matthew	0.20	Attend to correspondence from SVI regarding MOHLTC license transfer request
9-Oct-14	Lem, Matthew	0.20	Attend to correspondence with Responsive, Fairview and SVI regarding transition matters; discussion with L. Chambers.
16-Oct-14	Lem, Matthew	0.10	Discussion with C. McKittrick regarding coordination of call on transitional matters.
17-Oct-14	Lem, Matthew	2.30	Meeting at SVI - Humber Heights with SVI and L. Chambers regarding transition matters
20-Oct-14	Lem, Matthew	0.60	Discussion with N. Lytle of MOHLTC regarding transition matters; update correspondence with L. Chambers and J. Schlegel; discussion with C. McKittrick of SVI regarding same; attend to Pinchin account regarding additional groundwater testing; call to J. Atchinson.
20-Oct-14	Sagolili, Nicole	0.10	Receipt of financial information from F. Lin.
21-Oct-14	Lem, Matthew	0.30	Discussion with J. Schlegel regarding transition issues; attend to correspondence from C. McKittrick regarding coordination of meeting with Responsive; correspondence with L. Chambers regarding same.

<u>Date</u>	<u>Professional</u>	<u>Hours</u>	<u>Description</u>
22-Oct-14	Lem, Matthew	1.00	Discussion with L. Chambers regarding transitional meeting; call with C. McKittrick regarding same and MOHLTC approval status; review draft letter to MOHLTC; discussion with B. Dillane regarding meeting/conference call to be scheduled for transitional matters.
24-Oct-14	Lem, Matthew	0.10	Discussion with J. Schlegel regarding next steps.
27-Oct-14	Lem, Matthew	0.10	Call to MOHLTC; discussion with SVI regarding coordination call with Responsive.
28-Oct-14	Lem, Matthew	0.70	Discussion with M. Allore of MOHLTC; review correspondence from SVI regarding MOHLTC information requested; discussion with C. McKittrick of SVI regarding same.
29-Oct-14	Lem, Matthew	0.60	Discussion and correspondence with L. Chambers regarding call on transitional matters and letter to MOHLTC; discussion with J. Schlegel regarding same.
31-Oct-14	Lem, Matthew	0.40	Conference call with Responsive, SVI and Fairview regarding transition matters; follow-up discussion with L. Chambers.
5-Nov-14	Lem, Matthew	0.10	Update discussion with Fairview.
10-Nov-14	Sagouili, Nicole	0.10	Receipt of financial information from B. Saleh (Responsive).
11-Nov-14	Lem, Matthew	0.60	Attend to funding request from the estate; discussion with C. McKittrick of SVI regarding provision of financial information to MOHLTC.
12-Nov-14	Lem, Matthew	0.50	Discussion with C. McKittrick; correspondence with L. Chambers regarding meeting with staff and SVI; call to M. Allore at MOHLTC; discussion with B. Saleh at Responsive regarding outstanding reconciliation for 2011-2013.
14-Nov-14	Lem, Matthew	0.20	Preliminary review of financial information received from Responsive.
18-Nov-14	Lem, Matthew	0.70	Discussion with M. Allore of MOHLTC (Compliance) regarding status of license transfer approval; discussion w with C. Tennakoon of MOHLTC (FMB) regarding annual reconciliations; attend to update email to Schlegel and Fairview;
21-Nov-14	Lem, Matthew	0.20	Discussion with F. Lamie regarding outstanding matters and security opinions.
24-Nov-14	Lem, Matthew	0.20	Attend to call from B. Dillane; call to L. Chambers; attend to correspondence from S. Mitra.

<u>Date</u>	<u>Professional</u>	<u>Hours</u>	<u>Description</u>
25-Nov-14	Lem, Matthew	0.10	Update discussion with L. Chamber.
1-Dec-14	Lem, Matthew	0.30	Call to MOHLTC regarding follow-up on status of financial review; discussion with C. McKittrick of SVI regarding additional information requested by MOHLTC; attend to correspondence from SVI regarding same; discussion with F. Lamie regarding NDA and security review;
4-Dec-14	Lem, Matthew	1.00	Discussions with MOHLTC regarding license transfer process and status; discussion with J. Schlegel regarding same.
9-Dec-14	Lem, Matthew	0.10	Update discussion with L. Chambers.
10-Dec-14	Lem, Matthew	0.80	Review draft NDA; attend to adjustments to same and forward to F. Lamie; follow-up with D. Lobl regarding funding.
11-Dec-14	Lem, Matthew	0.60	Review correspondence from MOHLTC; discussion with E. Petes regarding same.
15-Dec-14	Lem, Matthew	0.70	Attend to update email to key stakeholders; attend to funds advanced by the estate; preparation of a Receiver's Certificate for same.
16-Dec-14	Lem, Matthew	0.20	Attend to Receiver Certificate
17-Dec-14	Lem, Matthew	0.30	Discussion with F. Lamie regarding next steps and NDA.
23-Dec-14	Lem, Matthew	0.50	Review November financial statements and other documents.
5-Jan-15	Lem, Matthew	0.70	Follow-up with L. Chamber regarding NDA; follow-up with F. Lamie regarding NDA and security review. follow-up with SVI regarding financial review; discussion with B. Saleh at Responsive regarding obtaining details on November financial figures.
6-Jan-15	Lem, Matthew	0.50	Coordinate analysis of accounts; review same; correspondence with L. Chambers.
8-Jan-15	Lem, Matthew	0.20	Correspondence with SVI regarding MOHLTC license transfer review.
9-Jan-15	Lem, Matthew	1.00	Call to L. Chambers; correspondence with MOHLTC regarding status of financial review; discussion with P. Gertler and L. Chambers regarding next steps.; discussion with L. Chambers regarding staffing issue.
14-Jan-15	Lem, Matthew	0.30	Discussion with J. Schlegel regarding conference call on staffing; attend to correspondence regarding same; call to L. Chambers.

<u>Date</u>	<u>Professional</u>	<u>Hours</u>	<u>Description</u>
16-Jan-15	Lem, Matthew	1.10	Call to F. Lamie; call to L. Chambers; review Responsive management contract.
18-Jan-15	Lem, Matthew	0.40	Discussions with L. Chambers and separately with J. Schlegel regarding staff vacancy issues.
19-Jan-15	Lem, Matthew	1.80	Several discussions with B. Dillane of Responsive regarding staff vacancy options; discussions with J. Schlegel and R. Lamb regarding same; discussion with L. Chambers regarding same; review correspondence from L. Chambers; preparation for conference call; attend conference call with Responsive, Fairview and Schlegel Villages.
20-Jan-15	Lem, Matthew	2.40	Attend to adjustments to NDA; forward same to Gowlings; discussion with F. Lamie regarding same.
21-Jan-15	Lem, Matthew	2.40	Attend to adjustments to NDA; correspondence with P. Gertler regarding same; correspondence with SVI regarding NDA; update discussion with S. Mitra; attend to forwards NDA to key stakeholders in connection with distribution.
22-Jan-15	Lem, Matthew	1.80	Attend MOHLTC Public Hearing; discussion with P. Gertler regarding same and scheduled call; attend to NDA front BNS; update discussion with S. Mitra.
23-Jan-15	Lem, Matthew	0.20	Attend call with P. Gertler and L. Chambers.
26-Jan-15	Lem, Matthew	0.30	Attend to correspondence with J. Jensen; discussion with C. McKittrick of SVI regarding service agreement.
27-Jan-15	Lem, Matthew	0.10	Attend to correspondence from SVI.
28-Jan-15	Lem, Matthew	0.40	Review of draft Service Agreement prepared by SVI's counsel.
29-Jan-15	Lem, Matthew	0.50	Various calls to MOHLTC - Compliance Branch and FMB regarding status of license transfer and annual reconciliations; discussion with E. Petes regarding license transfer.
5-Feb-15	Lem, Matthew	1.00	Discussion with MOHLTC (Compliance and FMB) regarding update on status of license transfer approval and reconciliation of underspending; discussion with C. Brown regarding TD payout; review December financial statements received from Responsive.

<u>Date</u>	<u>Professional</u>	<u>Hours</u>	<u>Description</u>
10-Feb-15	Lem, Matthew	0.90	Review APS regarding SVI obligations on assumed staff; attend to correspondence with P. Gertler regarding same; attend to correspondence received from R. Lamb regarding employees to be assumed; discussion with R. Lamb regarding same.
12-Feb-15	Lem, Matthew	0.30	Discussion with P. Gertler regarding information requested by SVI and employee termination notice issues; attend to correspondence from Responsive regarding NDA and distribution plan.
13-Feb-15	Coore, Christine	0.40	Termination pay.
13-Feb-15	Lem, Matthew	0.90	Attend to correspondence from P. Gertler; review information regarding termination notice obligation for unassumed employee.
17-Feb-15	Lem, Matthew	0.40	Attend to correspondence from SVI; call to C. Brown at TD regarding pay-out; correspondence with MOHLTC regarding SVI information request.
20-Feb-15	Sagolili, Nicole	0.10	Receipt of financial information.
23-Feb-15	Lem, Matthew	1.00	Attend to correspondence from E. Petes of MOHLTC and R. Lamb of SVI; discussion with R. Lee of MOHLTC (FMB) regarding reconciliation amounts for 2011, 2012 & 2013; discussion with B. Saleh of Responsive regarding same; update discussion with L. Chambers; review correspondence received from MOHLTC (FMB) regarding reconciliation amounts; forward same to Responsive.
2-Mar-15	Lem, Matthew	1.50	Review information received Miller Thomson; update distribution calculation estimate; review issues with D. Griffiths.
2-Mar-15	Griffiths, Darren	3.50	Meet with Matthew Lem to discuss file status and pending closing. Review of related materials including Miller Thomson litigation matter. Communications with Gowlings regarding closing logistics and litigation matter. Communications with Aird & Berlis regarding legal fees. Review employee termination matter, severance calculations, and address with Fairview counsel. Review Schlegel APS and draft distribution calculations. Related communications with Responsive to obtain details of deferred management fees. Contact MOHLTC requesting update on license transfer.

<u>Date</u>	<u>Professional</u>	<u>Hours</u>	<u>Description</u>
3-Mar-15	Griffiths, Darren	2.50	Further communications with Aird & Berlis regarding legal fees. Calls x3 with MOHLTC (Edith & Rashmi) to discuss status of license transfer and related financial due diligence. Communications with Responsive regarding deferred amounts owed by Fairview and review schedule supplied. Coordinate scanning of Miller Thomson litigation materials to Gowlings and call with Frank Lamie to discuss. Communications regarding transfer of employee benefits. Review file materials including APS. Related updates to Matthew Lem.
3-Mar-15	Lem, Matthew	0.50	Attend to transition matters; attend to matter regarding MOHLTC license approval attend to follow-up with SVI regarding information provision to the MOHLTC.
4-Mar-15	Griffiths, Darren	1.50	Communications with Basheera (Responsive) regarding employee benefits information requested by Schlegel. Related communications with Flora and Natalie at Fairview. Call with Rashmi (MOHLTC) to discuss KPMG attestation report and timeline for license transfer approval. Review draft distribution calculations and related support. Related updates to Matthew Lem.
4-Mar-15	Lem, Matthew	-	Attend to follow-up regarding MOHLTC approval status and SVI information requests.
5-Mar-15	Griffiths, Darren	1.20	Call with Natalie (Fairview) to discuss logistics of employee benefits transfer to Schlegel carrier. Receipt of Manulife benefits policy details and forward to Schlegel's representative. Communications with Schlegel regarding pending termination of ESM employee. Follow up with Frank Lamie (Gowlings) on closing matters.
6-Mar-15	Griffiths, Darren	0.40	Address transfer of employee benefits with Lisa Chambers. Follow up with Frank Lamie (Gowlings) regarding closing matters and Miller Thomson litigation matter. Related communications with Matthew Lem.

<u>Date</u>	<u>Professional</u>	<u>Hours</u>	<u>Description</u>
9-Mar-15	Griffiths, Darren	2.50	Closing matters and compile figures in connection with projected distribution. Receive update from Gowlings in connection with Miller Thomson litigation matter and Herbert Estate security review. Subsequent call with Frank Lamie (Gowlings) to discuss closing logistics and legal fees. Communications with Responsive regarding property taxes. Receive update from Fairview in connection with transfer of employee benefits and employee termination. Call with John Jensen to discuss pending closing. Related updates to Matthew Lem.
9-Mar-15	Lem, Matthew	0.20	Attend to various correspondence regarding transition matters with SVI and terminations
10-Mar-15	Lem, Matthew	0.30	Discussion with R. Lamb; attend to correspondence regarding closing and transition matters.
10-Mar-15	Griffiths, Darren	1.00	Closing matters and compile figures in connection with projected distribution. Review 2015 property tax details supplied by Fairview. Further communications with Fairview regarding transfer of employee benefits.
11-Mar-15	Griffiths, Darren	2.50	Receipt and review of Miller Thomson Factum/Brief of Authorities and address with counsel (Gowlings). Review revised Miller Thomson Order supplied by Gowlings. Receive update from Gowlings on various matters (closing agenda, security review, Miller Thomson litigation matter). Receive update regarding outstanding Gowlings legal bills. Related vetting of projected distribution schedule. Calls x2 with Rashmi of MOHLTC to discuss status of financial due diligence and license transfer approval. Related communication with Edith of MOHLTC regarding license transfer conditions. Update Matthew Lem and Gowlings.
11-Mar-15	Lem, Matthew	0.50	Attend to various matters and correspondence concerning closing and Miller Thomson motion; attend to correspondence from G. Bone of TC LHIN.
12-Mar-15	Lem, Matthew	1.50	Discussion with G. Bone of TC LHIN; attend to correspondence from MOHLTC regarding license transfer approval; attend to various correspondence; discussion with D. Griffiths regarding file and distribution strategies; review of documents regarding Miller Thomson Motion;

<u>Date</u>	<u>Professional</u>	<u>Hours</u>	<u>Description</u>
12-Mar-15	Griffiths, Darren	2.00	Call with Basheera (Responsive) to discuss pending closing and related financial matters. Receipt and overview of Jan. 2015 financial reporting package. Communications with Flora Lin (Fairview) regarding cash balances and property taxes. Receive update regarding ESM employee termination matter and follow up with Schlegel regarding employee benefits transfer status. Review MOHLTC conditional license transfer approval letter. Communications with Gowlings regarding Miller Thomson litigation matter.
13-Mar-15	Griffiths, Darren	1.50	Review revised Order sought by Miller Thomson and provide instructions to Gowlings. Related call with Frank Lamie. Follow up on status of benefits transfer with Lisa Chambers. Communications with MOHLTC regarding reconciliation/recoverable amounts and review letters supplied for 2012 & 2013. Review revised MOHLTC conditional license transfer letter.
14-Mar-15	Sagolili, Nicole	0.10	Receipt of financial information.
16-Mar-15	Griffiths, Darren	7.00	Reconcile professional fees, vetting of priority payables, update projected distribution schedule, and address cash on closing with Matthew Lem. Review and discuss revised MOHLTC license transfer approval letter with Matthew Lem and coordinate conference call with Gowlings/Schlegel representatives. Review finalized Order obtained by Miller Thomson pertaining to unpaid legal fees. Supply 2012 & 2013 MOHLTC reconciliation letters to Basheera (Responsive) and call to discuss bad debt adjustment. Further communications with Basheera regarding MOH Balance Continuity schedule and estimates for 2014 and 2015. Conference call with Gowlings and Schlegel representatives regarding closing logistics. Receive update regarding employees not assumed by Schlegel. Draft email to MOHLTC (FMB) regarding reconciliation amount estimates for 2014 & 2015. Related updates to Matthew Lem.
16-Mar-15	Lem, Matthew	1.80	Attend to various correspondence regarding closing and license transfer approval; review of MOHLTC revised conditional approval letter; call to L. Chambers; call to SVI; attend conference call with SVI, D. Schmidt and Gowlings regarding closing matters, together with D. Griffiths; review of file issues.



<u>Date</u>	<u>Professional</u>	<u>Hours</u>	<u>Description</u>
17-Mar-15	Lem, Matthew	1.10	Discussion with L. Chambers regarding transition matters; attend to various correspondence with Responsive regarding MOHLTC reconciliation amounts; update discussion with D. Griffiths regarding progress with MOHLTC (FMB) on settlement of reconciliation amount estimates; attend to closing matters with SVI.
17-Mar-15	Griffiths, Darren	3.00	Further communications with Basheera (Responsive) in connection with 2013 reconciliation letter and bad debts adjustment. Amend email to MOHLTC (FMB) regarding 2014 & 2015 reconciliation amount estimates and issue. Related calls to Chandike and Richard Lee. Review estimates supplied by MOHLTC (FMB) and address with Basheera and Matthew Lem. Review terms of Schlegel APS. Address status of employee benefits transfer with Matthew Lem.
18-Mar-15	Griffiths, Darren	2.50	Receipt and review of February 2015 financial reporting package supplied by Basheera (Responsive). Call with Basheera to discuss MOHLTC reconciliation amount estimates. Address requirement for delivery of Fairview original license to MOHLTC on closing. Call with Bill Dillane (Responsive) to discuss pending closing and MOHLTC reconciliation amount estimates for 2014 and 2015. Related discussion with Matthew Lem and memo summarizing conversation. Review Responsive correspondence to MOHLTC in connection with reconciliation amount estimates.
18-Mar-15	Lem, Matthew	0.70	Discussion and correspondence with MOHLTC (FMB) regarding reconciliation amounts; attend to matters concerning Responsive; attend to various correspondence.
20-Mar-15	Griffiths, Darren	0.40	Follow up with MOHLTC regarding reconciliation (recoverable) amount estimates for 2014 and 2015. Follow up with counsel (Gowlings) regarding closing agenda.

<u>Date</u>	<u>Professional</u>	<u>Hours</u>	<u>Description</u>
23-Mar-15	Griffiths, Darren	5.00	Follow up with MOHLTC on status of reconciliation (recoverable) amounts for 2014 and 2015. TSSA compliance issue. Revisit projected distribution schedule and update figures. Compile summary of outstanding professional costs and address with Matthew Lem. Conference call with Gowlings to discuss closing status and agenda. Review relevant sections of APS and address pre-closing items with Basheera (Responsive). Review Gowlings letter to MOHLTC regarding closing condition. Closing discussions with Matthew Lem.
23-Mar-15	Lem, Matthew	2.60	Attend to correspondence from W. Dillane; attend to correspondence from SVI; discussion with D. Griffiths regarding status of MOHLTC (FMB) discussions; review distribution estimates; calls to MOHLTC (Compliance) regarding assistance in settling 2014 & 2015 estimates; prepare email to MOHLTC regarding same; discussion with W. Dillane; correspondence with Gowlings regarding closing agenda; call with C. Profit regarding same; update discussion with D. Griffiths regarding closing issues; attend to correspondence with W. Dillane.
24-Mar-15	Lem, Matthew	1.00	Attend to correspondence regarding closing; call to MOHLTC - Compliance & FMB; discussion with M. Allre of MOHLTC; discussion with C. Prophet regarding same and closing; call with MOHLTC (FMB), together with D. Griffiths regarding reconciliation amount estimates for 2014 and 2015; call to C. Prophet regarding same.
24-Mar-15	Griffiths, Darren	2.20	Review updated closing checklist. Follow up with Basheera (Responsive) regarding pre-closing items. Related call to Lisa Chambers and address pre-closing items with Natalie Molin and Flora Lin including employee liabilities adjustment. Call with Chandike Tennakoon (MOHLTC) to discuss reconciliation amount estimates for 2014 and 2015. Call with Sean Jensen to obtain access to due diligence materials and review of same. Call with John Jensen to discuss closing status. Related updates to Matthew Lem.

<u>Date</u>	<u>Professional</u>	<u>Hours</u>	<u>Description</u>
25-Mar-15	Griffiths, Darren	5.20	Revise distribution estimate utilizing updated figures (\$1M MOHLTC estimate, professional costs, & remediation reimbursement). Conference call with Gowlings to discuss closing matters and Responsive issue. Communications with Flora Lin (Fairview) regarding employee liability adjustment. Review estimates for accrued wages, vacation pay, and sick leave credits and call to discuss. Communications with Basheera (Responsive) regarding March 2015 envelope funding and review supplied payment calculation notice. Supply pre-closing materials to Gowlings including current A/R and rent roll. Call with John Jensen to discuss closing and request commission deferral. Related updates to Matthew Lem and Gowlings.
25-Mar-15	Lem, Matthew	2.40	Update discussion and attend to correspondence regarding closing; attend to update correspondence with W. Dillane of Responsive; attend to call from W. Dillane; call with Gowlings regarding update on closing matters, together with D. Griffiths; discussion with C. Prophet regarding HST issue on sale; call to SVI regarding same; discussion with L. Chambers; attend to correspondence from Gowlings regarding Responsive; review closing adjustment issues with D. Griffiths.
26-Mar-15	Lem, Matthew	6.10	Attend to correspondence received from Gowlings regarding Responsive; discussion with C. Prophet regarding same; discussion with W. Dillane; prepare schedule of proposed distribution for Responsive; discussion with Gowlings regarding same; forward proposed distribution schedule to W. Dillane; attend various discussions regarding closing adjustments and closing matters; discussions with J. Schlegel regarding same; discussions with L. Chambers regarding closing matters; attend to correspondence from P. Gertler regarding payroll adjustment; discussion with P. Gertler and L. Chamber regarding same; further discussions with L. Chambers, J. Schlegel and C. Prophet regarding payroll issue; further discussion with C. Prophet regarding responsive; further discussion with W. Dillane regarding Responsive's position; review correspondence received from MOHLTC regarding reconciliation amounts for closing; attend to correspondence from Gowlings regarding correspondence from Responsive's counsel.

<u>Date</u>	<u>Professional</u>	<u>Hours</u>	<u>Description</u>
26-Mar-15	Griffiths, Darren	6.50	Closing matters. Review estimates for accrued vacation pay and sick leave credits. Related communications with Flora Lin (Fairview) and Basheera Saleh (Responsive) to assess reasonableness. Summarize vacation/sick leave accruals and supply to Gowlings in connection with closing adjustment. Supply pre-closing materials to Gowlings including equipment leases and union agreements. Address service contracts with Gowlings and coordinate preparation of summary schedule with Susan Rickards. Calculate property taxes to closing and communicate to Gowlings. Review resulting Statement of Adjustments prepared by Gowlings. Review proposed distribution schedule and discuss with Matthew Lem (Responsive issue). Communications with Flora Lin regarding accrued wages and final payroll logistics.
27-Mar-15	Rickards, Susan	1.00	SERVICE CONTRACTS
27-Mar-15	Griffiths, Darren	0.50	Review MOHLTC license transfer letter. Address maintenance issues with Lisa Chambers. Call with John Jensen to discuss closing status. Review service contracts schedule prepared by Susan Rickards and supply to counsel (Gowlings).
27-Mar-15	Lem, Matthew	3.60	Attend to numerous discussions and correspondence with Gowlings regarding closing and Responsive's position; call to J. Schlegel; discussion with L. Chambers regarding closing matters; a
30-Mar-15	Lem, Matthew	2.20	Discussion with C. Prophet regarding closing; discussion with W. Dillane; discussion with M. Allore of MOLTC (Compliance Branch) regarding W. Dillane's conversation; discussion with C. Prophet regarding same and call to M. Orr of MOHLTC (Legal Services Branch); attend to various correspondence regarding closing matters;
30-Mar-15	Griffiths, Darren	1.00	Review amended Statement of Adjustments and Schlegel's list of assumed contracts. Review February 2015 financial reporting package and MOM materials. Coordinate post-closing cash flow projection with Flora Lin (Fairview) and review materials supplied. Call with Matthew Lem to discuss pending closing. Preparations for site attendance.

<u>Date</u>	<u>Professional</u>	<u>Hours</u>	<u>Description</u>
31-Mar-15	Griffiths; Darren	3.50	Attend Fairview Nursing Home in Toronto and meet with Flora Lin to review post closing cash projection and related materials. Related communications with Basheera (Responsive) to obtain details of outstanding cheques including management fees. Follow up with Flora regarding post closing disbursement monitoring procedures. Communications with Matthew Lem in connection with Fairview closing and related matters. Review final Statement of Adjustments. Address non-payment of Fairview work orders with Flora and Lisa Chambers. Follow up with Gowlings regarding support for credit granted to Schlegel in connection with contracted employees. Receipt and review of final MOHLTC license transfer approval letter.
31-Mar-15	Lem, Matthew	3.20	Discussion with R. Treu of BNS regarding potential subordination of claim; attend at Gowlings regarding closing of sale; discussions with W. Dillane regarding MOHLTC position and closing; discussion with J. Schlegel regarding closing matters; discussion with L. Chambers and P. Gertler regarding same; attend to various correspondence to and from MOHLTC regarding closing matters; various discussions with C. Prophet regarding closing matters; discussion with J. Jensen regarding commission deferral; update call to S. Mitra and F. DiNino; attend to closing matters; attend to correspondence from R. Lamb of SVI.
1-Apr-15	Lem, Matthew	1.20	Discussion with S. Mitra regarding payout of TD; discussion with B. Dillane regarding sale closing and pay-out of TD; update discussion with staff regarding distribution and sale closing matters; attend to correspondence received; discussion with Gowlings regarding closing fund matters; attend to distribution analysis matters; review of second forbearance agreement regarding funding/payment to TD Bank; call to S. Mitra.

<u>Date</u>	<u>Professional</u>	<u>Hours</u>	<u>Description</u>
1-Apr-15	Griffiths, Darren	2.00	Receipt of Schlegel invoice supplied by Gowlings and address non-payment with Flora and Basheera (Schlegel contracted employees). Receive update from Gowlings in connection with security review. Further communications with Responsive (Basheera) regarding post closing cash and projected disbursements. Address status of outstanding Responsive management fees and address cheques provided on closing. Address employee severance/termination pay obligations with Lisa Chambers. Call with John Jensen to discuss closing and commission issue. Related updates to Matthew Lem.
2-Apr-15	Lem, Matthew	0.80	Attend to call from C. Prophet regarding closing funds wire; discussions with L. Chambers regarding F. Lin; discussion with R. Lamb of SVI regarding same; discussion with S. Mitra regarding distribution to TD Bank.
6-Apr-15	Griffiths, Darren	3.30	April 2 - Attend Fairview Nursing Home in Toronto and meet with Flora to oversee processing of final payroll and to address post closing matters (cancellation of service contracts, final disbursements, etc.). Review payroll and banking materials supplied. Related meeting with Schlegel representatives.
6-Apr-15	Griffiths, Darren	1.20	Follow up with Lisa Chambers regarding employee severance/termination settlement letters and amounts payable. Communications with Flora Lin regarding balance of payroll information required by Schlegel and updated accounts payable listing. Review materials supplied. Address inquiry received from Schlegel pertaining to transfer of employee benefits. Related updates to Matthew Lem.
7-Apr-15	Lem, Matthew	0.20	Attend to correspondence from Jensen and with Gowlings regarding FINTRAC and sale; attend to correspondence from Aird & Berlis; attend to various correspondence regarding closing operations.
7-Apr-15	Griffiths, Darren	1.00	Review final payroll and accounts payable information supplied by Flora Lin. Address non payment of Schlegel invoice. Communications with Flora Lin regarding cancellation of service and lease contracts. Review updated cheque register supplied by Flora Lin. Communications with Lisa Chambers regarding employee severance payments.

<u>Date</u>	<u>Professional</u>	<u>Hours</u>	<u>Description</u>
8-Apr-15	Lem, Matthew	0.70	Calls to R. Treu and D. Lobl; discussion with R. Treu of Scotia Trust; discussion with D. Lobl and R. Treu regarding distribution to TD, Responsive and receiver's certificate; discussion with C. Prophet regarding setting motion; discussions with S. Mitra regarding same.
8-Apr-15	Griffiths, Darren	1.00	Review updated cheque register supplied by Flora Lin. Request updated bank account activity, disbursement details, and March 2015 bank reconciliation. Communications with Lisa Chambers regarding employee severance obligations and final payroll. Address Fairview equipment leases/rental contracts with Rose Lamb (Schlegel) to coordinate transfer of same.
9-Apr-15	Lem, Matthew	1.70	Update projected distribution analysis; preparation of email to D. Lobl and R. True regarding discussion of yesterday; follow-up discussion with R. Treu on expect distribution to the Estate.
9-Apr-15	Griffiths, Darren	0.50	Call with Ash Agarwal (Schlegel) to discuss transfer of Fairview equipment leases and service contracts. Review memo to counsel drafted by Matthew Lem setting out post-closing next steps.
10-Apr-15	Lem, Matthew	1.40	Attend to deposit posting and requisition for outstanding account; attend to report to Court.
13-Apr-15	Lem, Matthew	4.80	Attend to draft report to court; attend to various email correspondence regarding final payroll.
13-Apr-15	Griffiths, Darren	1.30	Communications with Responsive regarding outstanding management fees and March 2015 financial reporting. Communications with Rose Lamb (Schlegel) regarding employee final payroll distribution issue. Related follow up with Lisa Chambers also addressing employee severance obligations, TD bank account activity, disbursement details, and March 2015 bank reconciliations. Address cancellation of Fairview equipment leases and service contracts with Lisa Chambers. Review draft Court Report.
14-Apr-15	Lem, Matthew	0.30	Attend to correspondence from D. Lobl; attend to correspondence from Gowlings regarding distribution motion and Miller Thomson order.
14-Apr-15	Griffiths, Darren	0.50	Receive updates from Lisa Chambers regarding payroll clearing issue, employee severance letters, and accounts payable. Related communications with Rose Lamb (Schlegel) to confirm final payroll disbursement date. Address RealNet inquiry with John Jensen.

<u>Date</u>	<u>Professional</u>	<u>Hours</u>	<u>Description</u>
15-Apr-15	Griffiths, Darren	0.10	Further communications with Lisa Chambers regarding employee severance letters and status of requested financial information.
16-Apr-15	Lem, Matthew	1.80	Attend to finalization of report to Court and appendices to same; discussion and correspondence with TD Bank regarding indebtedness; discussion with R. Treu of BNS regarding receiver certificate funding for TD and Responsive negotiations; discussion with L. Chambers regarding funds in the account and payments still to be made.
16-Apr-15	Griffiths, Darren	0.30	Review finalized Court report and R&D.
17-Apr-15	Lem, Matthew	1.10	Attend to correspondence with R. Treu regarding funding and Responsive claim; review of draft notice of motion; discussion with Gowlings regarding same; review correspondence and discussion with TD Bank regarding wire transfer from BNS; review of draft TD distribution Order; discussion with Gowlings regarding same; discussion with W. Dillane regarding motion; call to L. Chambers and P. Gertler regarding motion.
20-Apr-15	Lem, Matthew	1.20	Discussion with C. Brown at TD Bank regarding payout; call to S. Mitra regarding same; attend to Case Website updates; attend to Receiver's Borrowing Certificate and posting; attend to TD Bank pay-out;
20-Apr-15	Griffiths, Darren	0.50	Communications with Rose Lamb (Schlegel) regarding final stump period payroll. Communications with Lisa Chambers regarding post-closing matters including cancellation of equipment leases/service contracts, information requested by Schlegel/Responsive, and calculation of employee severance amounts. Coordinate contact information update to BDO extranet site. Receive update regarding Herbert Chambers estate advance and Receiver Certificate.
21-Apr-15	Griffiths, Darren	1.00	Review Service List and update E-Service List. Coordinate related update to BDO extranet site. Call with John Jensen to discuss commission deferral issue. Address Lisa Chambers request for payroll assistance with Matt Lem.



<u>Date</u>	<u>Professional</u>	<u>Hours</u>	<u>Description</u>
21-Apr-15	Lem, Matthew	1.30	Attend to email from P. Gertler and reconciliation of funds received on closing; attend to correspondence regarding final payments by Fairview; attend to FINTRAC disclosure matters in connection with the sale transaction.
22-Apr-15	Lem, Matthew	0.60	Discussion with C. Brown regarding distribution to TD; attend to distribution to TD in advance of Distribution Motion.
22-Apr-15	Griffiths, Darren	0.50	Review email correspondence pertaining to final payroll discrepancies and information requested by Responsive. Call with Lisa Chambers to discuss Responsive information requests, final payroll issues, and calculation of net severance amounts. Review related materials. Communications with Rose Lamb (Schlegel) in relation to payroll discrepancies and trust cheque issue.
23-Apr-15	Griffiths, Darren	1.80	Communications with Lisa Chambers regarding calculation of employee severance amounts. Review payroll materials (ROE's, settlement letters, payroll journals) and address prior payments to affected employees. Further communications with Rose Lamb (Schlegel) regarding post-closing issues. Receipt and review of finalized 2013 MOHLTC reconciliation letter. Review distribution Order (TD Bank) and coordinate upload to BDO extranet site. Related updates to Matthew Lem.
23-Apr-15	Lem, Matthew	1.20	Attend to follow-up regarding distribution motion; update emails to L. Chambers, Fairview, S. Mitra, the Estate and Responsive regarding distribution order; attend to distribution to TD; call to C. Brown at TD regarding same; call to C. Prophet regarding correspondence from Responsive's counsel.
24-Apr-15	Lem, Matthew	0.10	Review of MOHLTC reconciliation update regarding 2013.
28-Apr-15	Lem, Matthew	0:30	Attend to correspondence from R. Treu regarding conference call on Responsive; discussions with D. Griffith regarding outstanding matters.

<u>Date</u>	<u>Professional</u>	<u>Hours</u>	<u>Description</u>
28-Apr-15	Griffiths, Darren	2.00	Follow up with Lisa Chambers regarding calculation of net severance amounts and review explanation provided in connection with final payroll amounts. Review employee settlement letters and calculate net severance amounts using CRA payroll calculator. Related discussion with Matthew Lem. Meet with Matthew Lem to discuss post-closing cash/banking and review associated materials (bank statements, A/P, etc.).
29-Apr-15	Griffiths, Darren	0.50	Further communications with Lisa Chambers in connection with employee severance calculations and Flora Lin settlement. Schedule meeting with BDO Markham office. Follow up with Rose Lamb (Schlegel) on details of rent cheques also requesting memo of outstanding items.
29-Apr-15	Lem, Matthew	0.40	Discussion with L. Chambers regarding outstanding issues and arrange meeting; attend to correspondence received.
30-Apr-15	Griffiths, Darren	0.10	Follow up with Lisa Chambers requesting bank statements in advance of meeting. Discuss meeting objectives with Matthew Lem.
1-May-15	Griffiths, Darren	3.00	Preparations for meeting with Lisa Chambers. Review and compile payroll information in connection with calculation of employee severance payments. Follow up on status of Schlegel outstanding items memo and review of same. Attend BDO Markham office and meet with Lisa Chambers and Matthew Lem. Review banking and payroll information supplied by Lisa Chambers. Address Schlegel memo and status of various outstanding matters.
1-May-15	Lem, Matthew	2.50	Review outstanding issues and termination pay/severance pay issue with D. Griffiths; meeting with L. Chambers, together with D. Griffiths regarding outstanding issues.
4-May-15	Griffiths, Darren	0.50	Communications with Rose Lamb (Schlegel) regarding resident trust funds and payroll issues. Severance pay deductions research.
5-May-15	Griffiths, Darren	2.00	Communications with Schlegel regarding resident trust funds. Research calculation of employee severance amounts and withholding requirements. Related calls with CRA and Ceridian. Communications with BDO payroll department to determine withholding requirements.

<u>Date</u>	<u>Professional</u>	<u>Hours</u>	<u>Description</u>
6-May-15	Griffiths, Darren	0.20	Communications with BDO payroll department regarding calculation of Fairview employee severance amounts.
6-May-15	Lem, Matthew	0.50	Call with R. Treu and D. Lobl regarding responsive subordination issue; call to L. Chambers; attend to correspondence received.
7-May-15	Lem, Matthew	1.10	Discussion with W. Dillane of Responsive regarding subordination issue; discussion with L. Chambers regarding Responsive and outstanding matters; discussions with D. Griffiths regarding same and termination/severance settlement calculations.
7-May-15	Griffiths, Darren	1.50	Address severance withholding rates with Matthew Lem. Review payments made to affected employees in conjunction with final payroll and calculate balance of severance obligations. Related meeting with Matthew Lem to review and discuss.
8-May-15	Griffiths, Darren	4.50	Finalize employee severance calculations. Review associated payroll materials. Recalculate source deductions utilizing CRA website. Verify termination vs. severance components, vacation pay, CPP, EI, and tax withholdings. Related communications with Cindy Scott (BDO payroll) to review calculations and address lump sum bracketed withholding rates. Email memo to Matthew Lem.
11-May-15	Griffiths, Darren	4.50	Further communications with Cindy Scott (BDO) regarding severance pay withholding rates and discuss with Matthew Lem. Compile Fairview cheque register into Excel and review bank statements to identify cheque clearing items vs. outstanding cheques. Follow up with Responsive regarding outstanding management fees and review reconciliation supplied. Related communications with Matthew Lem and email memo addressing cash shortfall. Communications with Rose Lamb (Schlegel) regarding resident rent cheques and group RRSP.
11-May-15	Lem, Matthew	0.50	Attend to update on outstanding matters; discussions with D. Griffiths regarding same and funds available in the Fairview's operating accounts

<u>Date</u>	<u>Professional</u>	<u>Hours</u>	<u>Description</u>
12-May-15	Lem, Matthew	2.10	Review of status of funds available for distribution and remaining severance pay calculations; call to J. Schlegel; discussion with C. Prophet regarding release of adjustment reserve; review Responsive liability issue; call to L. Chambers; correspondence to D. Lobl regarding subordination issue; call B. Dillane.
12-May-15	Griffiths, Darren	3.00	Review amendments to severance pay calculations supplied by Matthew Lem. Calculate severance obligation for Flora Lin and further amend calculations. Related communications with Lisa Chambers to determine Flora's vacation pay rate. Draft email to Lisa addressing severance calculations and outstanding items. Analysis of cash on hand vs. future payment obligations. Related review of bank statements and prior cheque register to identify potential outstanding cheques. Related update to Matthew Lem.
13-May-15	Griffiths, Darren	1.00	Discuss file status and post closing issues with Matthew Lem. Call with Responsive (Enzo & Basheera) to discuss reconciliation of outstanding management fees and information required to complete March 31 month end. Related update to Matthew Lem. Contact Fairview (Natalie) to address various matters (RRSP, mail, & final payroll discrepancies).
13-May-15	Lem, Matthew	0.80	Discussion with J. Schlegel regarding outstanding matters; discussion with C. Prophet regarding closing adjustment issues; review issues with D. Griffiths.
14-May-15	Lem, Matthew	0.60	Discussion with B. Dillane regarding subordination settlement; call to R. Treu and D. Loble regarding same; call L. Chambers regarding same; review cash availability issues with D. Griffiths.
14-May-15	Griffiths, Darren	2.00	Review additional unpaid invoices forwarded by Schlegel and discuss with Matthew Lem. Call with former Fairview employee (Natalie) to discuss various matters including RRSP, employee payroll discrepancies, and pre-closing invoices. Related email follow up supplying payroll register. Communications with Rose Lamb (Schlegel) regarding RRSP issue. Report to Lisa Chambers regarding employee severance amounts and follow up on status of various matters (employee T4's, bank statements, and Manulife contact).

<u>Date</u>	<u>Professional</u>	<u>Hours</u>	<u>Description</u>
15-May-15	Griffiths, Darren	0.10	Receive update on payment of TSSA order and generator invoice.
15-May-15	Lem, Matthew	0.40	Attend to correspondence with SVI regarding closing adjustment issue; correspondence with C. Prophet regarding release of 45 day adjustment reserve and tentative Responsive debt settlement.
20-May-15	Lem, Matthew	0.40	Attend to trust cheque received from Gowlings; call to L. Chambers; call to P. Gertler; call to R. Treu; follow-up calls to same; attend to severance pay issue.
20-May-15	Griffiths, Darren	0.70	Call with employment lawyer representing Munier Jaffer and Flora Lin. Related email memo and call with Matthew Lem to discuss. Forward memo to Lisa Chambers and Phil Gertler. Post closing banking review.
20-May-15	Smith, Teresa	0.10	Prepare deposit for Richmond Hill file
21-May-15	Lem, Matthew	0.30	Discussion with L. Chambers regarding subordination to Responsive and other matters.
25-May-15	Lem, Matthew	0.10	Follow-up with L. Chambers; attend to correspondence.
25-May-15	Griffiths, Darren	4.50	Follow up with Natalie (Schlegel) regarding employee final payroll discrepancies and pre-closing invoices requiring payment. Reconcile cheque registers x2 to March/April 2015 bank statements. Related Excel analysis setting out cash shortfall and address cheques out of sequence along with post-closing deposits. Update Matthew Lem.
26-May-15	Griffiths, Darren	0.30	Calls x2 with Roynat to discuss equipment lease. Related communications with Schlegel regarding assignment of lease. Discuss file status with Matthew Lem.
26-May-15	Lem, Matthew	0.10	Call to J. Tellis at MNP regarding 2014 & 2015 Audit and ARR; attend to call from C. Joakim of MNP regarding same.
27-May-15	Lem, Matthew	0.90	Discussion with C. Joakim of MNP regarding audit and ARR; attend to issue concerning subordination of claim to Responsive; discussion with C. Prophet regarding same; calls to D. Lobl, R. Treu and L. Chambers regarding next steps concerning subordination issue; attend to call from W. Dillane regarding subordination issue and assistance in audit.

<u>Date</u>	<u>Professional</u>	<u>Hours</u>	<u>Description</u>
27-May-15	Griffiths, Darren	0.30	Address payment of employee source deductions with Matthew Lem in relation to employee severance payments and closure of Fairview payroll account.
28-May-15	Griffiths, Darren	0.20	Amend and supply employee severance pay calculations to Lisa Chambers legal counsel.
28-May-15	Lem, Matthew	0.10	Correspondence with L. Chambers; discussion with R. Treu of BNS regarding Subordination to Responsive matter; review of correspondence from P. Gertler and response thereto.
2-Jun-15	Lem, Matthew	0.10	Call to L. Chambers; call to D. Lobl; call to R. Treu; call to P. Gertler.
3-Jun-15	Lem, Matthew	0.30	Discussion with P. Gertler regarding subordination to Responsive matter; follow-up with C. Joakim of MNP regarding audit and ARR proposal.
4-Jun-15	Lem, Matthew	0.10	Attend to call from Dentons.
5-Jun-15	Lem, Matthew	0.80	Attend to correspondence from P. Gertler; discussion with D. Lobl; review correspondence from C. Joakim of MNP regarding audit proposal; forward same to L. Chambers; prepare email to D. Lobl regarding discussion and proposed alternate subordination structure.
8-Jun-15	Griffiths, Darren	0.20	Communications with Roynat regarding leased laundry equipment. Related communications with Rose Lamb (Schlegel).
9-Jun-15	Griffiths, Darren	0.20	Further communications with Roynat regarding leased laundry equipment and supply contact information for Rose Lamb (Schlegel).
11-Jun-15	Lem, Matthew	0.10	Discussion with W. Dillane regarding status of distribution motion.
12-Jun-15	Griffiths, Darren	0.20	Follow up with Natalie Molin (Schlegel) on final payroll discrepancies and pre-closing invoices requiring payment.
16-Jun-15	Lem, Matthew	0.10	Call to R. Treu of BNS;
17-Jun-15	Griffiths, Darren	0.10	Communications with Matthew Lem regarding Canada Bread pre-closing liability.
19-Jun-15	Griffiths, Darren	0.20	Address payment of Canada Bread invoice with Lisa Chambers and follow up on status of employee T4's and May 2015 bank statements.
23-Jun-15	Griffiths, Darren	0.20	Call from former Fairview employee Natalie Molin and address RRSP issue and pre-closing payment obligations with Matthew Lem.

<u>Date</u>	<u>Professional</u>	<u>Hours</u>	<u>Description</u>
24-Jun-15	Griffiths, Darren	0.10	Receipt of email from Rose Lamb (Schlegel) regarding Nursing Graduate Guarantee Program.
24-Jun-15	Lem, Matthew	0.20	Call to D. Lobl and R. Treu; attend to correspondence received; discussion with R. Treu.
3-Jul-15	Griffiths, Darren	0.10	Review Schlegel email correspondence pertaining to 2014 staffing report.
8-Jul-15	Griffiths, Darren	0.10	Contact Lisa Chambers to follow up on outstanding matters and requested bank statements.
10-Jul-15	Lem, Matthew	0.10	Calls to R. Treu and D. Lobl; discussion with R. Treu; update from D. Griffiths.
10-Jul-15	Griffiths, Darren	0.10	Follow up with Lisa Chambers on requested call. Receive email update on various matters and update Matthew Lem.
14-Jul-15	Lem, Matthew	0.20	Update discussion with D. Griffiths regarding discussion with L. Chambers.
14-Jul-15	Griffiths, Darren	0.20	Call with Lisa Chambers to discuss banking matters, pre-closing payment obligations, and Manulife employee pension plan. Forward email received from Natalie Molin regarding pension plan issue.
16-Jul-15	Lem, Matthew	0.10	Update discussion with L. Chambers
21-Jul-15	Griffiths, Darren	0.20	Communications with Lisa Chambers regarding invoices requiring payment, bank statements, and recalculation of severance pertaining to Flora Lin. Review calculation provided.
22-Jul-15	Lem, Matthew	0.20	Follow-up correspondence with D. Lobl; review APS regarding interest due on VTB.
4-Aug-15	Griffiths, Darren	0.30	Review Schlegel email correspondence and letter received from Service Canada regarding employee ROE. Related follow up with Lisa Chambers also addressing status of bank statements and remaining payment obligations.
4-Aug-15	Lem, Matthew	0.10	Attend to correspondence from SVI regarding Service Canada.
6-Aug-15	Lem, Matthew	0.50	Attend to call from M. Saunders of Dentons; correspondence with M. Saunders; attend to email to L. Chamber and P. Gertler regarding disclosure to estate beneficiaries;
7-Aug-15	Griffiths, Darren	0.40	Call with Manulife to discuss wind up of Fairview's employee pension plan. Related email follow up requesting requisite forms.

<u>Date</u>	<u>Professional</u>	<u>Hours</u>	<u>Description</u>
10-Aug-15	Griffiths, Darren	0.20	Address payment of outstanding invoices (multiple) with Lisa Chambers. Related communications with Matthew Lem. Receive update from Manulife in connection with wind up of employee pension plan.
11-Aug-15	Griffiths, Darren	0.10	Address Schlegel request for ROE with Lisa Chambers.
11-Aug-15	Lem, Matthew	0.10	Attend to call from M. Saunders regarding disclosure to the estate beneficiaries issues and subordination issue.
12-Aug-15	Lem, Matthew	0.10	Discussions with D. Griffiths regarding outstanding information.
12-Aug-15	Griffiths, Darren	0.40	Receive update from Lisa Chambers regarding bank statements, invoices requiring payment, and employee matters. Address status of employee T4's and ROE's with Lisa Chambers. Review file materials to try and locate employee ROE's and address with Matthew Lem.
13-Aug-15	Griffiths, Darren	0.30	Further communications with Lisa Chambers regarding employee T4/ROE issue. Further communications with Manulife Financial regarding wind up of employee pension plan.
13-Aug-15	Lem, Matthew	0.10	Attend to correspondence from Dentons.
14-Aug-15	Lem, Matthew	0.70	Review file regarding call with Dentons and estate; follow-up with P. Gertler and L. Chambers regarding estate disclosure; conference call with D. Loble and K. Kraft of Dentons and R. Treu of BNS regarding subordination issue; update call to B. Dillane.
17-Aug-15	Lem, Matthew	0.50	Attend to preparation of updated projected distribution flowchart.
18-Aug-15	Lem, Matthew	4.40	Preparation of updated projected distribution; attend to correspondence from creditors.
18-Aug-15	Griffiths, Darren	1.00	Aug. 17/18.- Address creditor inquiries with Lisa Chambers. Call with former employee Natalie Molin regarding missing ROE. Supply Matthew Lem with MOHLTC 2013 reconciliation letter. Receive update from Lisa Chambers regarding banking issues and post closing payment obligations. Review TD bank account activity supplied by Lisa Chambers and request clarification of deposit/payment activity. Request permission to contact TD Bank directly. Related updates to Matthew Lem and supply prior cash shortfall estimate.



<u>Date</u>	<u>Professional</u>	<u>Hours</u>	<u>Description</u>
19-Aug-15	Lem, Matthew	4.80	Attend to updated projected distribution flowchart; email to BNS and Dentons regarding same.
20-Aug-15	Lem, Matthew	0.60	Call to and correspondence with C. Prophet; attend to email to L. Chambers and P. Gertler regarding subordination issues and updated projected distributions; discussion with C. Prophet regarding next steps.
20-Aug-15	Griffiths, Darren	0.30	Call with Service Canada to discuss employee ROE issue. Related follow up with Lisa Chambers. Address creditor inquiry with Lisa Chambers.
21-Aug-15	Griffiths, Darren	0.40	Communications with Lisa Chambers regarding TD bank statements and post closing payment obligations. Review materials supplied and seek consent to contact TD Bank directly.
24-Aug-15	Griffiths, Darren	0.20	Address Lisa Chambers consent to contact TD Bank to obtain bank statements with Matthew Lem. Contact Chris Brown (TD) to request same.
27-Aug-15	Griffiths, Darren	0.20	Receipt and overview of TD Bank statements supplied by Lisa Chambers.
27-Aug-15	Lem, Matthew	0.30	Attend to call from A. Chambers; follow-up with P. Gertler and L. Chambers regarding disclosure to estate beneficiaries; attend to correspondence from Dentons regarding same.
28-Aug-15	Lem, Matthew	0.20	Attend to correspondence from P. Gertler.
28-Aug-15	Griffiths, Darren	0.10	Respond to Fairview creditor regarding unpaid invoice.
2-Sep-15	Lem, Matthew	0.10	Attend to call from D. Lobl.
3-Sep-15	Lem, Matthew	0.60	Review projected distribution; return call to D. Lobl; attend to disclosure request from Dentons; attend to calls and correspondence from creditors.
3-Sep-15	Griffiths, Darren	0.10	Meet with Matthew Lem to discuss file status.
4-Sep-15	Griffiths, Darren	0.10	Respond to creditor inquiry redirecting to Lisa Chambers.
4-Sep-15	Lem, Matthew	0.40	Coordination call with D. Lobl; review file; call with D. Lobl regarding subordination matter.
9-Sep-15	Lem, Matthew	2.00	Attend to report to court.
15-Sep-15	Lem, Matthew	0.20	Discussion with M. Saunders of Dentons regarding subordination issue with Responsive and other reporting by Dentons to the estate beneficiaries.

<u>Date</u>	<u>Professional</u>	<u>Hours</u>	<u>Description</u>
28-Sep-15	Lem, Matthew	0.20	Attend to correspondence from W. Dillane; attend to correspondence from M. Saunders of Dentons.
29-Sep-15	Lem, Matthew	3.60	Call with M. Saunders of Dentons and R. Treu of BNS regarding subordination approval; call to W. Dillane; call to C. Prophet; call to J. Schlegel; call to L. Chambers; attend to report to court.
30-Sep-15	Lem, Matthew	2.30	Call to Schlegel Villages regarding Interest payment due on mortgage; discussion with N. Sagolili regarding moving forward the MOHLTC reconciliations for 2014 and 2015; review of correspondence from MNP; email to J. Schlegel.; update discussion with P. Gertler; attend to report to court.
30-Sep-15	Sagolili, Nicole	0.20	Instructions from M. Lem re: MOH ARR reports; review of fee quote for ARR reports from MNP; leave voice-mail for B. Saleh (Responsive Health Management Inc.).
1-Oct-15	Lem, Matthew	1.90	Discussion with R. Schlegel regarding VTB interest payment; attend to call from SVI regarding same; discussion with J. Jensen; attend to report to court; attend to discussion with J. Schlegel regarding MOHLTC reconciliation.
2-Oct-15	Lem, Matthew	0.20	Attend to VTB interest;
2-Oct-15	Sagolili, Nicole	0.30	Phone call from B. Saleh (Responsive Health Management Inc.) re: ARR's; update to M. Lem.
2-Oct-15	Smith, Teresa	0.10	Enter and allocate payments to estate
5-Oct-15	Sagolili, Nicole	0.50	Review of 2014 ARR; e-mail to B. Saleh (Responsive Health Management Inc.); review of outstanding information for March 2015 financial statements, and e-mail to L. Chambers re: same; e-mail to R. Lee (MOHLTC) re: 2014 ARR.
6-Oct-15	Sagolili, Nicole	0.10	Discussion with M. Lem re: 2014 ARR and completion of 2015 financial statements.
6-Oct-15	Lem, Matthew	0.20	Discussion with C. Prophet regarding assignment of Responsive's security.
7-Oct-15	Griffiths, Darren	0.20	Meet with Nicole Sagolili to discuss file status and information requested by Responsive in order to complete year end financial statements.
8-Oct-15	Sagolili, Nicole	0.30	Follow-up e-mails to B. Saleh (Responsive Health Management Inc.) and R. Lee (MOHLTC) re: 2014 ARR; review of e-mails from D. Griffiths.

<u>Date</u>	<u>Professional</u>	<u>Hours</u>	<u>Description</u>
8-Oct-15	Griffiths, Darren	1.50	Compile materials requested by Matthew Lem and supply to Nicole Sagolili (information required by Responsive to complete year end, property tax information, employee liabilities, and post closing payment obligations). Related meetings with Matthew and Nicole.
9-Oct-15	Sagolili, Nicole	0.30	E-mail from B. Saleh (Responsive Health Management Inc.); review of 2014 MOHLTC reconciliation; discussion with M. Lem; review of e-mails from L. Chambers.
13-Oct-15	Lem, Matthew	0.10	Attend to follow-up with Gowlings regarding draft assignment documents.
14-Oct-15	Lem, Matthew	0.10	Attend to call from M. Saunders regarding subordination issue and the estates cash requirements
14-Oct-15	Griffiths, Darren	0.20	Address creditor inquiry with Lisa Chambers. Discuss file status with Matthew Lem and Nicole Sagolili.
14-Oct-15	Sagolili, Nicole	0.30	Review of various financial information, and compile list of outstanding information for March 2015 financial statements, and e-mail same to L. Chambers; discussion with M. Lem.
15-Oct-15	Sagolili, Nicole	0.20	Review and print out
19-Oct-15	Lem, Matthew	0.90	Prepare email to M. Saunders of Dentons regarding potential Division I proposal; attend to call from M. Saunders.
20-Oct-15	Griffiths, Darren	0.20	Address creditor inquiry.
21-Oct-15	Lem, Matthew	3.10	Review correspondence from P. Gertler regarding A. Chambers; call to P. Gertler; call to L. Chambers; follow-up with C. Prophet regarding assignment document; discussion with F. DiNino regarding A. Chambers issue; prepare forward letter to TD regarding same; discussion with M. Krieger regarding possible attendance at A. Chambers' residence; attend to various correspondence with P. Gertler regarding funds; attend to correspondence with TD regarding letter.
21-Oct-15	Krieger, Michael	0.40	Review, print and sign letter to V. Chambers. Travel to hand-deliver. Discussion with M. Lem. Not delivered.
23-Oct-15	Griffiths, Darren	0.20	Communications with Responsive (Basheera Saleh) regarding protocol for creditor inquiries.

<u>Date</u>	<u>Professional</u>	<u>Hours</u>	<u>Description</u>
23-Oct-15	Lem, Matthew	1.10	Discussion with TD Bank regarding release of funds withdrawn by A. Chambers; discussion with P. Gertler; attend to correspondence from TD; attend to call from S. Mitra.
27-Oct-15	Lem, Matthew	1.10	Call with P. Gertler and L. Chambers regarding next steps; Discussion with TD's internal counsel regarding funds withdrawn and next steps; discussion with S. Mitra regarding same.
27-Oct-15	Griffiths, Darren	0.20	Receive call from lawyer seeking Receiver's consent to commence civil litigation and address with counsel (Cliff Prophet). Related discussion with Matthew Lem.
28-Oct-15	Lem, Matthew	0.60	Discussion with C. Prophet regarding motion to recover funds and subordination issue;
29-Oct-15	Lem, Matthew	0.80	Prepare and forward letter to TD regarding court application; follow call and email to M. Saunders; call to R. Treu; attend to F. Lin payment issue.
29-Oct-15	Griffiths, Darren	0.20	Receipt and overview of Flora Lin severance calculation materials and discuss with Matthew Lem.
30-Oct-15	Griffiths, Darren	0.20	Receipt of Statement of Claim (former resident action) and address consent issue with counsel (Cliff Prophet).
30-Oct-15	Lem, Matthew	0.40	Review of statement of claim; forward same to P. Gertler; return call to W. Dillane; call to M. Saunders; discussion with R. Treu of BNS.
2-Nov-15	Sagolili, Nicole	0.10	Follow-up e-mail to R. Lee (MOHLTC).
2-Nov-15	Lem, Matthew	0.90	Discussions with C. Prophet regarding court materials; review statute of limitation issue regarding the estate and subordination issue; discussion with M. Saunders regarding same; discussion with W. Dillane; attend to correspondence from P. Gertler.
2-Nov-15	Griffiths, Darren	0.40	Review revised severance calculation for Flora Lin and coordinate preparation of cheque representing variance. Discuss file status with Nicole Sagolili and supply prior analysis of cash requirements. Related discussion with Matthew Lem.
3-Nov-15	Lem, Matthew	0.90	Review and adjust draft Third Report to Court.
4-Nov-15	Lem, Matthew	2.80	Attend to adjust Third Report to Court; review file regarding outstanding debts of the estate; call to L. Chambers; discussion with P. Gertler regarding meeting with L. Chambers.

<u>Date</u>	<u>Professional</u>	<u>Hours</u>	<u>Description</u>
4-Nov-15	Sagolili, Nicole	1.00	Attend BDO Markham office for meeting with L. Chambers; review of various documentation and records as required for ARR audits.
5-Nov-15	Lem, Matthew	0.10	Call to L. Chambers; call to P. Gertler.
6-Nov-15	Lem, Matthew	0.40	Review of draft Third Report to Court with Gowlings; discussion with P. Gertler regarding affidavit needed and report; call to W. Dillane.
6-Nov-15	Sagolili, Nicole	0.20	Attend re: severance payment to F. Lin and draft correspondence.
6-Nov-15	Sagolili, Nicole	0.10	E-mail to L. Chambers re: items requested for ARR audits.
9-Nov-15	Lem, Matthew	0.20	Attend to correspondence regarding coordination of meeting with L. Chambers.
9-Nov-15	Sagolili, Nicole	0.10	Attend re: meeting with L. Chambers.
11-Nov-15	Griffiths, Darren	0.20	Further communications with counsel representing former resident in litigation matter and address with Matthew Lem.
12-Nov-15	Lem, Matthew	0.10	Attend to correspondence from P. Gertler.
12-Nov-15	Griffiths, Darren	0.10	Respond to counsel requesting BDO's consent (as Receiver) to proceed with claim against Fairview. Address counsel response with Cliff Prophet.
13-Nov-15	Lem, Matthew	0.30	Follow-up with Gowlings regarding draft motion materials; review of draft affidavit of L. Chambers; discussion with P. Gertler.
16-Nov-15	Griffiths, Darren	0.10	Receive further email from counsel representing former resident and address consent issue with Matthew Lem.
17-Nov-15	Griffiths, Darren	0.30	Further communications with counsel representing former resident. Related communications with BDO counsel (Haddon Murray, Gowlings) to discuss consent issue (lifting of stay of proceedings). Update Matthew Lem.
17-Nov-15	Lem, Matthew	0.90	Discussion with counsel for plaintiff in insurance matter; call to C. Prophet; attend to various correspondence with Gowlings and P. Gertler regarding same; discussion with H. Murray; attend to correspondence from SVI.
24-Nov-15	Griffiths, Darren	0.20	Receipt of email from Schlegel Villages regarding employee T4's and ROE's and discuss with Nicole Sagolili.

<u>Date</u>	<u>Professional</u>	<u>Hours</u>	<u>Description</u>
24-Nov-15	Sagolili, Nicole	0.90	E-mail from R. Lamb (Schlegel Villages) re: missing ROE and discussions with D. Griffiths and M. Lem re: same; research how to complete and submit ROE's; leave voice-mail to R. Lamb; e-mail to L. Chambers.
25-Nov-15	Sagolili, Nicole	0.20	E-mail to and phone call with R. Lamb (Schlegel Villages) re: ROE issue.
25-Nov-15	Lem, Matthew	1.50	Review of revised draft court materials; correspondence with Gowlings regarding same; email to Dentons and BNS. discussion with C. Prophet.
27-Nov-15	Griffiths, Darren	0.20	Call with Leslie Group regarding wind up of Manulife employee pension plan. Related email follow up.
30-Nov-15	Griffiths, Darren	0.10	Receipt and review of employee grievance materials forwarded by Schlegel Villages.
1-Dec-15	Griffiths, Darren	0.10	Respond to creditor inquiry.
2-Dec-15	Griffiths, Darren	0.80	Meet with Chris Mazur to discuss file status. Receipt of letter from counsel to former resident regarding insurance claim and address with Cliff Prophet. Related review of file materials pertaining to resident insurance claim.
2-Dec-15	Mazur, Chris	1.10	Review report
3-Dec-15	Mazur, Chris	0.40	Telephone discussion with Lem/staff
3-Dec-15	Migus, Eugene	0.40	Update from Matthew Lem; review prior court reports.
3-Dec-15	Griffiths, Darren	0.50	Review draft court report and comments supplied by Phil Gertler. Related call with Chris Mazur to discuss.
3-Dec-15	Sagolili, Nicole	0.10	Leave voice-mail for S. Bhatnagar re: ROE issue.
7-Dec-15	Griffiths, Darren	1.20	Receipt and review of malpractice insurance policy in connection with resident abuse claim. Related update to Chris Mazur; supply associated Statement of Claim, and address pending court date dealing with abuse claim. Locate and supply file materials requested by Chris Mazur (APS, Vesting Order, Sale Amending Agreements, etc.).
7-Dec-15	Migus, Eugene	1.10	Review and edit draft report; conference call with Matthew Lem; communication with legal counsel, Gowlings LLP; review various communication regarding the lifting of the stay of proceeding in favour of Antonio Fabrizi.
7-Dec-15	Mazur, Chris	0.40	Attend regarding status, go forward

<u>Date</u>	<u>Professional</u>	<u>Hours</u>	<u>Description</u>
8-Dec-15	Migus, Eugene	0.20	Telephone message to Lisa Chambers regarding insurance; communications regarding outstanding account of MediSystem Pharmacy.
9-Dec-15	Griffiths, Darren	0.20	Address realtor commission issue with Chris Mazur.
9-Dec-15	Sagolili, Nicole	0.10	Contact L. Chambers re: courier information.
11-Dec-15	Migus, Eugene	0.10	Various communication from/to Matthew Lem.
14-Dec-15	Migus, Eugene	0.20	Follow-up on miscellaneous matters; instructions to Nicole Sagolili; message to Lisa Chambers; telephone discussion with Lisa Chambers.
14-Dec-15	Griffiths, Darren	0.40	Locate Fairview insurance policy materials and supply to Eugene Migus.
14-Dec-15	Sagolili, Nicole	0.10	E-mail to L. Chambers and discussion with E. Migus re: books and records.
16-Dec-15	Migus, Eugene	0.10	Communication to Gowlings LLP.
17-Dec-15	Migus, Eugene	0.30	Update from Gowlings LLP (Haddon Murray).
27-Dec-15	Griffiths, Darren	0.10	Aug. 6, 2015 - Receive call from Manulife regarding wind up of employee pension plan and discuss with Matthew Lem.
5-Jan-16	Migus, Eugene	0.10	Follow-up message to Gowlings LLP regarding insurance issue.
5-Jan-16	Sagolili, Nicole	0.10	Follow-up with L. Chambers re: books and records.
6-Jan-16	Sagolili, Nicole	0.40	Review of documents provided by L. Chambers, and e-mail correspondence re: same; correspond with E. Migus;
7-Jan-16	Griffiths, Darren	0.40	Receive call from Agatha Chambers' estate solicitor and discuss status of receivership proceedings. Related update to Eugene Migus (BDO).
8-Jan-16	Migus, Eugene	0.25	Update from Gowlings LLP; update and instructions to Darren Griffiths, Nicole Sagolili.
11-Jan-16	Griffiths, Darren	0.20	Supply link to BDO/Fairview extranet site to Agatha Chambers estate solicitor (Richard Housen). Related communications with Eugene Migus (BDO).
12-Jan-16	Sagolili, Nicole	0.10	E-mail to L. Chambers; correspond with E. Migus.
13-Jan-16	Sagolili, Nicole	0.10	Various correspondence with L. Chambers.
14-Jan-16	Sagolili, Nicole	0.50	Phone call with L. Chambers re: books and records.

<u>Date</u>	<u>Professional</u>	<u>Hours</u>	<u>Description</u>
18-Jan-16	Griffiths, Darren	0.10	Receipt of MNP invoice (forwarded by Schlegel Villages) and address with Nicole Sagolili (BDO).
19-Jan-16	Sagolili, Nicole	0.20	E-mail to B. Saleh (Responsive); e-mail to R. Lamb (Schlegel Villages).
19-Jan-16	Migus, Eugene	0.30	Review communication regarding outstanding pre-closing liabilities; related inquiry to staff; related discussion with Matthew Lem.
19-Jan-16	Griffiths, Darren	0.20	Communications with Nicole Sagolili and Eugene Migus regarding creditor inquiry and schedule. conference call to discuss file status and next steps.
20-Jan-16	Griffiths, Darren	0.50	Conference call with Eugene Migus and Nicole Sagolili to discuss file status and next steps. Further discussions with Nicole regarding various issues.
20-Jan-16	Migus, Eugene	0.50	Update and discussion with Darren Griffiths, Nicole Sagolili.
20-Jan-16	Sagolili, Nicole	0.70	Various correspondence with R. Lamb (Schlegel Villages) re: books and records; conference call with D. Griffiths and E. Migus re: file status.
21-Jan-16	Griffiths, Darren	0.30	Communications with Chris Mazur regarding various stakeholders and proposed distribution of Fairview closing proceeds. Request related transition memo.
22-Jan-16	Sagolili, Nicole	0.20	Follow-up e-mail to B. Saleh (Responsive); correspond with R. Lamb (Schlegel Villages) re: books and records.
22-Jan-16	Migus, Eugene	0.10	Communication with Matthew Lem.
25-Jan-16	Griffiths, Darren	0.20	Review comments supplied by Matthew Lem in terms of proposed creditor distribution and address with Nicole Sagolili.
27-Jan-16	Sagolili, Nicole	0.10	Follow-up e-mail to S. Bhatnagar (Schlegel Villages) re: books and records at premises.
29-Jan-16	Griffiths, Darren	1.00	Review file materials including receivership banking. Reporting email to Eugene Migus and Nicole Sagolili (BDO) setting out prior cash shortfall estimate and details of outstanding professional costs. Address potential priority payable exposure. Schedule related conference call. Communications with John Jensen Realty regarding status of deferred realtor commission.



<u>Date</u>	<u>Professional</u>	<u>Hours</u>	<u>Description</u>
31-Jan-16	Sagolili, Nicole	0.20	Review of comments from B. Saleh (Responsive) re: financial information for March 2015, and respond.
1-Feb-16	Griffiths, Darren	1.00	Conference call with Eugene Migus and Nicole Sagolili to discuss file status and next steps. Review projected distribution schedule previously prepared by Matthew Lem. Call to Fairview counsel (Philip Gertler) to inquire as to status of various matters. Call to Responsive (Basheera Saleh) to obtain contact information for former bookkeeper.
1-Feb-16	Sagolili, Nicole	0.90	Conference call with E. Migus and D. Griffiths re: file status; discussion with D. Griffiths re: various file matters; e-mail from B. Saleh (Responsive).
1-Feb-16	Migus, Eugene	0.50	Update from Darren Griffiths, Nicole Sagolili including related instructions.
2-Feb-16	Sagolili, Nicole	0.20	Follow-up e-mail to G. Yutich (Schlegel Villages) re: books and records; discussion with D. Griffiths.
2-Feb-16	Griffiths, Darren	0.50	Call with Fairview counsel (Phil Gertler) to discuss status of various receivership matters. Call with Responsive (Basheera Saleh) to discuss status of MOHLTC annual reconciliations and various administrative matters. Coordinate contact with former bookkeeper requesting assistance. Related discussion with Nicole Sagolili (BDO).
3-Feb-16	Sagolili, Nicole	0.10	Correspond with S. Bhatnagar (Schlegel Villages) re: books and records.
4-Feb-16	Griffiths, Darren	1.00	Communications with Katarina Masciantonio (BDO) regarding file status and assistance required. Supply file background and relevant materials. Schedule team conference call.
5-Feb-16	Griffiths, Darren	0.50	Preparations and participate in BDO team conference call (Nicole Sagolili, Eugene Migus, and Katarina Masciantonio). Call with independent counsel (Cliff Prophet) and schedule subsequent conference call with counsel and Eugene to discuss receivership next steps.
5-Feb-16	Masciantonio, Katarina	0.70	Conference call with D. Griffiths, E. Migus, N. Sagolili.
5-Feb-16	Sagolili, Nicole	0.80	Conference call with E. Migus, K. Masciantonio, and D. Griffiths; discussion with D. Griffiths re: various file matters.
5-Feb-16	Migus, Eugene	0.60	Conference call.

<u>Date</u>	<u>Professional</u>	<u>Hours</u>	<u>Description</u>
8-Feb-16	Migus, Eugène	0.70	Conference call with Gowlings LLP; follow-up conference call with Gowlings LLP.
8-Feb-16	Sagolili, Nicole	0.20	Send various e-mails and documents to K. Masciantonio.
8-Feb-16	Masciantonio, Katarina	0.90	Draft e-mails to N. Sagolili regarding onsite visit to view books and records; draft e-mail to S. Bhatnagar regarding same; prepare to attend onsite.
8-Feb-16	Griffiths, Darren	1.30	Review draft court report. Conference call with Cliff Prophet and Haddon Murray (Gowlings) and Eugene Migus (BDO) to discuss file status and next steps. Further call with Haddon and Eugene. Follow up with Basheera Saleh (Responsive) regarding former bookkeeper assistance. Supply 2013 MOHLTC reconciliation report to Katarina Masciantonio (BDO).
9-Feb-16	Griffiths, Darren	0.30	Supply counsel (Cliff Prophet) with background on prior communication with Agatha Chambers estate solicitor. Address funds available for distribution with Eugene Migus. Communications with Katarina Masciantonio regarding pending Fairview site visit.
9-Feb-16	Sagolili, Nicole	0.10	Correspond with K. Masciantonio.
10-Feb-16	Sagolili, Nicole	0.20	Phone call with K. Masciantonio.
10-Feb-16	Griffiths, Darren	0.20	Further communications with Eugene Migus regarding funds available for distribution.
11-Feb-16	Griffiths, Darren	0.40	Receive update from Katarina Masciantonio (BDO) following her site attendance. Call with John Jensen to discuss commission deferral issue.
11-Feb-16	Masciantonio, Katarina	3.00	Onsite; discussion with S. Bhatnagar onsite; sort through books and records; brought boxes of books and records to Toronto FRS office; e-mail to N. Sagolili and D. Griffiths regarding update on books and records.
11-Feb-16	Marchand, Matthew	0.20	Assist K. Masciantonio regarding transport books and records;
11-Feb-16	Sagolili, Nicole	0.20	Phone call with and e-mail update from K. Masciantonio re: books and records.
12-Feb-16	Migus, Eugene	0.15	Communication with Gowlings LLP (Haddon Murray).
12-Feb-16	Griffiths, Darren	0.20	Communications with Gowlings (Cliff Prophet & Haddon Murray) regarding pending receivership motion and scheduling of court date.

<u>Date</u>	<u>Professional</u>	<u>Hours</u>	<u>Description</u>
16-Feb-16	Griffiths, Darren	0.20	Call with John Jensen following his meeting with Responsive. Receive update from Katarina Masciantonio (BDO) regarding books and records located on site.
16-Feb-16	Masciantonio, Katarina	2.50	Investigate books and records; e-mail to N. Sagolili and D. Griffiths regarding same.
19-Feb-16	Masciantonio, Katarina	0.10	Call with N. Sagolili.
19-Feb-16	Sagolili, Nicole	1.00	Correspond with K. Masciantonio re: books and records; scan and compile documents for March 2015 financial statements, and e-mail to K. Masciantonio.
22-Feb-16	Masciantonio, Katarina	0.60	Scan AP invoices; draft e-mail to L. Chambers.
23-Feb-16	Masciantonio, Katarina	0.10	Call to L. Chambers.
23-Feb-16	Griffiths, Darren	0.40	Receive update from Katarina Masciantonio (BDO) in connection with remaining materials required for MOHLTC audit and her follow up with Lisa Chambers. Address T4 inquiry received from Responsive with Katarina et al. Related communications with Nicole Sagolili (BDO) regarding final payroll registers.
23-Feb-16	Sagolili, Nicole	0.10	Correspond with K. Masciantonio; correspond with D. Griffiths.
24-Feb-16	Sagolili, Nicole	0.60	Review of payroll records for 2015 T4 information; discussion with K. Masciantonio re: T4 preparation; receipt and review of e-mails.
24-Feb-16	Griffiths, Darren	1.00	Discuss T4 issue with Nicole Sagolili (BDO) in connection with final payroll register. Related communications with Katarina Masciantonio (BDO) and supply employee severance and termination pay particulars. Further communications with Katarina regarding employee ROE's and supply copies of prior Fairview ROE's. Update Basheera Saleh (Responsive) regarding T4 preparation and pending court application.
24-Feb-16	Masciantonio, Katarina	0.60	E-mail to E. Migus regarding T4's; phone call with N. Sagolili regarding same; e-mail to R. Lamb regarding social insurance numbers.
25-Feb-16	Masciantonio, Katarina	2.30	Prepare T4's; discussion with N. Sagolili regarding T4's.

<u>Date</u>	<u>Professional</u>	<u>Hours</u>	<u>Description</u>
26-Feb-16	Masciantonio, Katarina	0.20	Phone call to L. Chambers regarding outstanding matters; phone call with N. Sagolili regarding T4's.
26-Feb-16	Griffiths, Darren	1.00	Locate and review draft court report and application materials. Consider relevant amendments. Related communications with Eugene Migus (BDO).
26-Feb-16	Sagolili, Nicole	0.20	Discussions with K. Masciantonio and E. Migus re: T4 issue.
26-Feb-16	Migus, Eugene	0.25	Respond to communication from Darren Griffiths; update from Nicole Sagolili regarding difficulties encountered preparing T4 slips for former employees.
29-Feb-16	Migus, Eugene	0.15	Update from Darren Griffiths.
29-Feb-16	Sagolili, Nicole	0.10	Receipt and review of e-mails.
29-Feb-16	Griffiths, Darren	1.70	Communications with Katarina Masciantonio (BDO) regarding EHT notice and mail redirect. Further communications regarding preparation of employee T4's. Review receivership banking. Review draft court report and incorporate amendments. Related call with Eugene Migus (BDO) and schedule conference call with counsel (Cliff Prophet and Haddon Murray).
29-Feb-16	Masciantonio, Katarina	3.00	E-mail to R. Lamb; prepare T4's; e-mail to D. Griffiths and N. Sagolili.
1-Mar-16	Griffiths, Darren	1.50	Review draft Notice of Motion and Order supplied by counsel (Cliff Prophet and Haddon Murray, Gowlings). Preparations and conference call with counsel and Eugene Migus to discuss file status and next steps. Supply counsel with requested information following call (marked up court report and estate solicitor contact information). Further communications with Katarina Masciantonio regarding T4 reconciliation issue and review comments from Responsive. Related discussion with Nicole Sagolili.
1-Mar-16	Masciantonio, Katarina	0.20	E-mail to B. Saleh; E-mail to N. Sagolili and D. Griffiths.
1-Mar-16	Sagolili, Nicole	0.10	Receipt and review of e-mails re: 2015 T4's.
1-Mar-16	Migus, Eugene	0.25	Telephone discussion with Responsive (Bill Dillane).
2-Mar-16	Migus, Eugene	0.15	Follow-up communication with Responsive (Bill Dillane).

<u>Date</u>	<u>Professional</u>	<u>Hours</u>	<u>Description</u>
2-Mar-16	Sagolili, Nicole	0.40	Various correspondence with and instructions to K. Masciantonio re: 2015 T4's; review of former employee's paystub; receipt and review of various e-mails.
2-Mar-16	Masciantonio, Katarina	0.50	E-mails to S. Bhatnagar regarding T4; e-mails to B. Saleh regarding same; e-mails to M. Mawass regarding same; e-mails to N. Sagolili regarding same; e-mail to L. Chambers regarding outstanding items.
2-Mar-16	Griffiths, Darren	1.50	Communications with Katarina Masciantonio regarding employee T4's and status of information requested from Lisa Chambers. Discuss final pay stub deductions/variance with Nicole Sagolili in connection with preparation of T4's. Communications with Responsive regarding T4 discrepancies and proposed letter to employees. Review APS and supporting vendor take back mortgage (VTB). Supply VTB to counsel (Cliff Prophet & Haddon Murray) addressing key provisions.
3-Mar-16	Masciantonio, Katarina	0.80	E-mail to J. Leger; T4 for J. Leger.
3-Mar-16	Sagolili, Nicole	0.20	Receipt and review of e-mails, and correspond with K. Masciantonio re: 2015 T4's; review of former employee's paystubs.
4-Mar-16	Sagolili, Nicole	0.40	Receipt and review of e-mails and discussion with D. Griffiths re: 2015 T4's; update from K. Masciantonio re: 2015 T4 issues, and provide update to E. Migus.
4-Mar-16	Masciantonio, Katarina	0.60	T4's; e-mail to N. Sagolili regarding same; e-mail to C. Hill regarding same.
4-Mar-16	Griffiths, Darren	0.40	Further communications with Katarina Masciantonio and Nicole Sagolili regarding employee T4's. Receipt and review of updated Responsive management fee reconciliation and supply counsel with prior reconciliation. Related communications with Eugene Migus and address status of receiver report amendments.
7-Mar-16	Griffiths, Darren	0.20	Receive update regarding employee T4 preparation issues. Related communications with Nicole Sagolili regarding letter to Fairview counsel.
7-Mar-16	Sagolili, Nicole	0.20	Instructions from E. Migus re: 2015 T4's, and update to D. Griffiths and K. Masciantonio re: same.

<u>Date</u>	<u>Professional</u>	<u>Hours</u>	<u>Description</u>
7-Mar-16	Migus, Eugene	0.25	Communication with Nicole Sagolili regarding difficulties encountered in preparing T4 slips.
8-Mar-16	Sagolili, Nicole	0.50	Discussion with D. Griffiths; e-mails from/to K. Masciantonio; e-mail to L. Chambers and P. Gertler (Gertler Koven LLP) re: 2015 T4's; leave voice-mail for Marco B. (Canada Revenue Agency).
8-Mar-16	Griffiths, Darren	4.70	Communications with counsel (Gowlings) regarding latest version of court report and Fairview counsel (Phil Gertler) amendments. Review and revise court report. Related review of updated management fee reconciliation supplied by Responsive. Supply amended court report to Eugene Migus and address increased Responsive liability. Call with Haddon Murray (Gowlings) to discuss priority of Responsive management fees over and above envisioned settlement.
9-Mar-16	Griffiths, Darren	2.00	Review court report amendments supplied by Eugene Migus (BDO). Further communications with counsel (Haddon Murray) regarding additional amounts owing to Responsive and priority of same. Receive update on T4 issue. Review MOHLTC annual reconciliation reporting requirements and incorporate related court report revision. Report to Eugene Migus regarding updated Responsive reconciliation and MOHLTC reporting requirements.
9-Mar-16	Sagolili, Nicole	0.40	Receipt and review of various e-mails; phone call with Marco B. (Canada Revenue Agency) re: 2015 T4 issue; e-mail to E. Migus.
9-Mar-16	Migus, Eugene	1.10	Review and comment on updated draft report; related instructions to Darren Griffiths.
10-Mar-16	Griffiths, Darren	0.10	Call with Eugene Migus (BDO) to discuss court report and related issues.
11-Mar-16	Bar-David, Hila	0.05	Bank Rec.
11-Mar-16	Griffiths, Darren	1.00	Address status of MOHLTC reconciliation process and associated court report amendments with Nicole Sagolili. Related update to Eugene Migus.
11-Mar-16	Migus, Eugene	0.10	Update from Darren Griffiths.
11-Mar-16	Sagolili, Nicole	1.50	E-mail from D. Griffiths; review of draft report to court; draft section of report to court; revise correspondence to former employees.

<u>Date</u>	<u>Professional</u>	<u>Hours</u>	<u>Description</u>
14-Mar-16	Sagolili, Nicole	0.30	E-mail to E. Migus; receipt and review of e-mails re: 2015 T4 slips; e-mail to D. Griffiths re: report to court.
14-Mar-16	Masciantonio, Katarina	0.10	E-mail to J. Ledger regarding T4.
14-Mar-16	Griffiths, Darren	0.20	Receive update from counsel (Cliff Prophet, Gowlings) regarding Fairview employee issues. Review court report amendments supplied by Nicole Sagolili and meet to discuss.
15-Mar-16	Griffiths, Darren	0.20	Receipt of second interest instalment payment from Schlegel Villages and coordinate deposit of same.
15-Mar-16	Smith, Teresa	0.10	Enter and allocate payments to estate.
16-Mar-16	Sagolili, Nicole	1.00	Receipt and review of e-mails re: T4 issue; revise and finalize correspondence to former employees; arrange for mailing of correspondence to former employees; instructions to K. Masciantonio re: T4 issue; discussions with D. Griffiths re: court report.
16-Mar-16	Griffiths, Darren	1.00	Communications with Eugene Migus in connection with MOHLTC reconciliation process and timeline. Meet with Nicole Sagolili to discuss file status and assistance in connection with finalization of court report. Supply Nicole with relevant file materials in connection with court report amendments. Related update to Eugene Migus.
16-Mar-16	Masciantonio, Katarina	1.40	E-mails to various employees regarding T4's; e-mail to N. Sagolili regarding T4's; prepare address list for all employees.
17-Mar-16	Masciantonio, Katarina	0.50	E-mails to former employees regarding T4; e-mail to P. Rocha regarding income tax request; e-mail to B. Saleh regarding T4's.
17-Mar-16	Griffiths, Darren	0.20	Receive update from Nicole Sagolili in connection with MOHLTC reconciliation process and timelines and meet to discuss.
17-Mar-16	Sagolili, Nicole	2.50	Receipt and review of various e-mails, and instructions to K. Masciantonio re: T4 matters; various discussions with E. Migus and D. Griffiths; update draft report to court; draft and send e-mail to R. Lee (MOHLTC); various correspondence with B. Saleh (Responsive) re: correspondence to former employees.
18-Mar-16	Sagolili, Nicole	0.60	Receipt and review of correspondence re: T4 matter; prepare Schedule of Receipts and Disbursements.

<u>Date</u>	<u>Professional</u>	<u>Hours</u>	<u>Description</u>
18-Mar-16	Masciantonio, Katarina	0.20	Draft e-mail to employee regarding T4.
21-Mar-16	Ijaz, Annum	1.50	mailed LETTER FOR T4 TO THE FORMER EMPLOYEES OF THE COMPANY AS INSTRUCTED BY NICOLE SAGOLILI. PRINTED LABELS AND MAILED THE LETTERS. 96 EMPLOYEES
21-Mar-16	Sagolili, Nicole	0.30	E-mail to and phone call with R. Lee (MOHLTC); receipt and review of e-mails re: T4 matter.
22-Mar-16	Migus, Eugene	0.30	Review and edit additional revisions to draft report.
22-Mar-16	Masciantonio, Katarina	0.10	Call from employee regarding T4.
22-Mar-16	Griffiths, Darren	2.50	Review of court report amendments and incorporate further revisions. Related review of MOHLTC correspondence to address Annual Reconciliation Reporting requirements. Address availability of funds in connection with proposed Responsive Transaction. Related update to Eugene Migus (BDO).
23-Mar-16	Griffiths, Darren	0.50	Review final amendments to court report supplied by Eugene Migus and address with counsel (Cliff Prophet & Haddon Murray, Gowlings). Review draft R&D prepared by Nicole Sagolili and meet to discuss disbursement particulars. Discuss file status with Chris Mazur.
23-Mar-16	Migus, Eugène	0.25	Additional revisions to draft report.
23-Mar-16	Sagolili, Nicole	0.40	Attend re: Schedule of Receipts and Disbursements; various correspondence with K. Masciantonio re: books and records; respond to e-mail from L. Chambers.
24-Mar-16	Sagolili, Nicole	0.70	Respond to e-mail from L. Chambers; phone call from L. Chambers; various discussions with K. Masciantonio; discussion with E. Migus.
24-Mar-16	Migus, Eugène	0.40	Message to Responsive (Bill Dillane); instructions to Nicole Sagolili.
24-Mar-16	Griffiths, Darren	0.20	Discuss status of outstanding information requirements with Nicole Sagolili. Related communications with Katarina Masciantonio following her contact with Lisa Chambers.



<u>Date</u>	<u>Professional</u>	<u>Hours</u>	<u>Description</u>
24-Mar-16	Masciantonio, Katarina	2.30	Call with N. Sagolili regarding storage; call with L. Chambers regarding outstanding items; call with N. Sagolili regarding call with L. Chambers; e-mail to L. Chambers regarding follow up on phone discussion; e-mail to N. Sagolili and D. Griffiths regarding outstanding items.
28-Mar-16	Masciantonio, Katarina	2.10	E-mail to L. Chambers; prepare box index; prepare boxes to be shipped to Iron Mountain.
28-Mar-16	Griffiths, Darren	0.10	Receive further updates from Katarina Masciantonio in connection with Fairview books and records and further contact with Lisa Chambers.
29-Mar-16	Griffiths, Darren	2.00	Call with counsel (Cliff Prophet, Gowlings), from prior evening, and report to Eugene Migus. Related call with Eugene and request conference call with counsel. Reconcile paid/outstanding professional costs and report to Eugene. Related call with Chris Mazur. Meet with Nicole Sagolili to discuss receivership banking and R&D commentary.
29-Mar-16	Migus, Eugene	0.15	Discussion with Darren Griffiths.
29-Mar-16	Sagolili, Nicole	0.20	Various discussions with K. Masciantonio.
30-Mar-16	Migus, Eugene	0.05	Review and approve monthly bank reconciliation.
30-Mar-16	Masciantonio, Katarina	0.50	Call with L. Chambers; Call with D. Greg regarding T4.
1-Apr-16	Griffiths, Darren	0.30	Communications with Gowlings regarding quantum of legal fees and balance of funds held in trust. Related update to Eugene Migus and address status of Gowlings communications. Related update to Chris Mazur and address status of Ministry audits and pending court motion seeking enhanced powers.
1-Apr-16	Masciantonio, Katarina	0.20	Call with L. Chambers.
1-Apr-16	Migus, Eugene	0.10	Message to Gowlings (Cliff Prophet); update from Nicole Sagolili.
1-Apr-16	Sagolili, Nicole	0.20	Discussions with K. Masciantonio re: attendance at storage unit; update to E. Migus.
4-Apr-16	Masciantonio, Katarina	5.80	Meeting with L. Chambers at Record Xpress; review boxes with L. Chambers for outstanding items; transport boxes to Toronto Centre Office; review boxes and hard drive for outstanding items and payroll information; update box index.

<u>Date</u>	<u>Professional</u>	<u>Hours</u>	<u>Description</u>
4-Apr-16	Griffiths, Darren	0.10	Receive update from Katarina following her meeting with Lisa Chambers and details of books and records obtained.
4-Apr-16	Sagolili, Nicole	0.30	Discussions with and instructions to K. Masciantonio re: books and records; discussion with D. Griffiths re: various matters.
5-Apr-16	Griffiths, Darren	0.40	Communications with Katarina in connection with employee T4 slips generated via Paymate software. Review details of books and records obtained from Lisa Chambers vis a vis information required by Responsive. Review box index of books and records recovered.
5-Apr-16	Masciantonio, Katarina	4.80	Discussion with A. Ormondi regarding playmate software; call to N. Sagolili regarding playmate software; access playmate software to obtain payroll files; prepare T4's; review hard drive documents to look for outstanding items; e-mails to D. Griffiths, N. Sagolili, and E. Migus regarding update on outstanding items and T4's.
5-Apr-16	Sagolili, Nicole	0.30	Various discussions with and instructions to K. Masciantonio re: hard drive and 2015 T4 slips.
6-Apr-16	Sagolili, Nicole	1.30	Various correspondence with K. Masciantonio; discussions with D. Griffiths and E. Migus; receipt of and print copies of 2015 T4 slips; cross-reference various T4 slips to payroll report; look into employee severance/termination payments; draft and print correspondence to former employees.
6-Apr-16	Migus, Eugene	0.10	Instructions to staff.
6-Apr-16	Masciantonio, Katarina	0.80	Update employee address list.
6-Apr-16	Griffiths, Darren	0.20	Receive instructions from Eugene Migus regarding MOHLTC audits. Related call with Nicole Sagolili to discuss status of MOHLTC filing extension and next steps.
7-Apr-16	Griffiths, Darren	0.20	Meet with Nicole Sagolili to discuss calculation of employee severance amounts and impact to respective employee T4 slips.
7-Apr-16	Masciantonio, Katarina	2.00	Call with N. Sagolili regarding T4's; update employee address list; review bank statements; calculate revised T4's for Lin and Jaffer.
7-Apr-16	Bartolini, Rose	2.00	preparing for mailing
7-Apr-16	Sagolili, Nicole	0.40	Attend re: severance payment matters re: 2015 T4's.

<u>Date</u>	<u>Professional</u>	<u>Hours</u>	<u>Description</u>
8-Apr-16	Griffiths, Darren	1.00	Review draft T4 slips for employees who received severance payments. Call with Eugene Migus to discuss file status and Ministry ARR audit next steps. Related communications with Responsive requesting meeting and coordinate with Katarina. Receive update from Gowlings regarding quantum of outstanding fees and update Eugene Migus.
8-Apr-16	Migus, Eugene	0.30	Update from Matthew Lem; follow-up instructions to Darren Griffiths.
11-Apr-16	Griffiths, Darren	1.50	Communications with Responsive in connection with creditor inquiries. Further communications with Responsive to schedule conference call and subsequent meeting. Coordinate with Nicole Sagolili and Katarina Masciantonio. Call with John Jensen to discuss unpaid commission issue. Review T4's prepared by Katarina and address additional payment received by Flora Lin. Related call with Katarina and update Nicole.
11-Apr-16	Masciantonio, Katarina	1.10	Revise T4's; call with D. Griffiths regarding T4's; draft e-mail to D. Griffiths regarding same.
11-Apr-16	Sagolili, Nicole	0.50	Various discussions with K. Masciantonio re: 2015 T4's; review of revised T4 calculations.
12-Apr-16	Sagolili, Nicole	2.00	Various discussions with K. Masciantonio and D. Griffiths re: 2015 T4's; review of various severance calculations; review of revised 2015 T4 slips; draft and finalize correspondence to Canada Revenue Agency; attend re: remitting 2015 T4's and T4 summary to Canada Revenue Agency.
12-Apr-16	Masciantonio, Katarina	0.30	Call with N. Sagolili; revise T4's; e-mail to N. Sagolili.
12-Apr-16	Griffiths, Darren	1.00	Meet with Nicole Sagolili to discuss employee T4's and additional payment received by Flora Lin not reflected in T4. Locate and review related payment support. Further communications with Katarina regarding accounting records. Confirm conference call and subsequent meeting arrangements with Responsive. Related communications with Katarina and Nicole to coordinate. Update Eugene Migus.
13-Apr-16	Bartolini, Rose	1.50	MAILING OF T4 TO EMPLOYEES
13-Apr-16	Masciantonio, Katarina	0.40	Conference call with D. Griffiths, N. Sagolili, B. Saleh, E. Cuttini.
13-Apr-16	Bar-David, Hila	0.10	Bank Reconciliation.

<u>Date</u>	<u>Professional</u>	<u>Hours</u>	<u>Description</u>
13-Apr-16	Griffiths, Darren	0.50	Meet with Nicole Sagolili to discuss status of information required by Responsive to move forward with MOHLTC reconciliation process. Conference call with Responsive to discuss logistics of same. Supply Responsive with details of information obtained from Lisa Chambers. Update Eugene Migus.
13-Apr-16	Migus, Eugene	0.15	Update from Darren Griffiths regarding discussions with Responsive in finalizing financial statements and finalizing audits.
13-Apr-16	Sagolili, Nicole	1.10	Review and compile documents for March 2015 financial statements; conference call with B. Saleh (Responsive Health Management Inc.) and E. Cuttini (Responsive Health Management Inc.).
14-Apr-16	Griffiths, Darren	0.50	Preparations for meeting with Responsive Health Management Inc. Related communications with Nicole Sagolili and Katarina Masciantonio. Calls/emails with Fairview creditors x 2.
15-Apr-16	Griffiths, Darren	4.00	Attend meeting at Responsive Health Management in Toronto to discuss MOHLTC reconciliation process and next steps. Review MOHLTC balance continuity schedule supplied by Responsive, prior payments on closing, and calculate potential future recovery. Related update to Eugene Migus et al. Further communications with Responsive in connection with future MOHLTC reconciliation assistance. Review updated R&D supplied by Nicole and obtain MNP auditor contact details. Call with former employee regarding T4 issue and address with Katarina and Nicole.
15-Apr-16	Masciantonio, Katarina	1.40	Meeting with B. Saleh, E. Cuttini, N Sagolili, D. Griffiths at Responsive (429 Walmer Drive, Toronto); call to Fairview employee regarding T4.
15-Apr-16	Sagolili, Nicole	2.30	Travel to/from Responsive Health Management Inc. office; attend meeting with B. Saleh (Responsive Health Management Inc.) and E. Cuttini (Responsive Health Management Inc.); e-mails from/to D. Griffiths.
18-Apr-16	Sagolili, Nicole	1.20	Attend re: 2015 T4 issues; various discussions with K. Masciantonio; various research re: treatment of retiring allowances/severance pay for tax purposes.
18-Apr-16	Masciantonio, Katarina	2.30	Call to two employees regarding T4; e-mail to N. Sagolili and D. Griffiths regarding T4's; call to F. Lin regarding T4's; call to N. Sagolili regarding T4's; prepare amended T4's.

<u>Date</u>	<u>Professional</u>	<u>Hours</u>	<u>Description</u>
18-Apr-16	Griffiths, Darren	0.30	Ongoing communications with Katarina Masciantonio and Nicole Sagolili regarding employee T4 issues. Receive update from Responsive regarding payroll journal entries. File status update to Chris Mazur.
18-Apr-16	Migus, Eugene	0.10	Review and approve monthly bank reconciliation; additional update from Darren Griffiths.
19-Apr-16	Griffiths, Darren	0.20	Further communications with Katarina and Nicole regarding employee T4 issues. Review Flora Lin settlement letter. Supply Katarina with copies of ROE's for employees who received severance payments.
19-Apr-16	Masciantonio, Katarina	0.40	Draft e-mail to F. Lin regarding amended T4.
19-Apr-16	Sagolili, Nicole	0.40	Attend re: severance payment issue re: 2015 T4's; follow-up e-mail to S. Bhatnagar (Schlegel Villages) re: employment dates of various employees.
20-Apr-16	Sagolili, Nicole	1.30	Review of 2015 payroll journals re: employees issued T4's but were not employed; e-mail from S. Bhatnagar (Schlegel Villages); review and revise correspondence to F. Lin re: Amended T4; various discussions with and instructions to K. Masciantonio re: Amended T4's.
20-Apr-16	Masciantonio, Katarina	0.80	Call with N. Sagolili; revise T4's.
20-Apr-16	Griffiths, Darren	1.20	Contact Fairview external accountant (MNP) to coordinate audit of 2014 and 2015 (stub period) ARR reports. Address prior fee estimate and requirement for Notice to Reader financial statements and corporate tax return. Related communications with Responsive regarding logistics of MNP audit, compensation, and accounting records. Update Nicole Sagolili.
21-Apr-16	Griffiths, Darren	1.20	Further communications with MNP regarding Ministry ARR audits, revised fee quote, and next steps. Related update to Eugene Migus and call to discuss. Call with Judy Haynes (BDO Burlington) to discuss tax implications associated with sale of Fairview and information required to complete final corporate tax return. Conference call with Chris Mazur and Eugene Migus to discuss Gowlings issue.
21-Apr-16	Migus, Eugene	0.15	Update with Darren Griffiths.

<u>Date</u>	<u>Professional</u>	<u>Hours</u>	<u>Description</u>
21-Apr-16	Sagolili, Nicole	0.30	E-mails from/to and instructions to K. Masciantonio; review of Amended T4's.
22-Apr-16	Sagolili, Nicole	1.30	Draft and finalize correspondence to former employees re: Amended T4's; draft and finalize correspondence to former employees re: T4's issues in error; review of payroll records; various e-mails from/to K. Masciantonio.
22-Apr-16	Rickards, Susan	0.30	
22-Apr-16	Griffiths, Darren	0.10	Receive update from Katarina regarding employee T4's and review Flora Lin's amended T4.
22-Apr-16	Masciantonio, Katarina	0.10	E-mail to F. Lin and N. Sagolili.
25-Apr-16	Griffiths, Darren	0.10	Receive update from Responsive in connection with proposal to deal with Ministry ARR audits and delivery of accounting records. Update Eugene Migus.
25-Apr-16	Migus, Eugene	0.10	Update from Darren Griffiths.
25-Apr-16	Sagolili, Nicole	0.70	Draft, compile, and finalize correspondence to Canada Revenue Agency re: Amended T4's.
26-Apr-16	Sagolili, Nicole	0.10	Receipt and review of e-mails.
26-Apr-16	Griffiths, Darren	1.00	Call with Eugene Migus to discuss Responsive concern pertaining to audit of ARR reports. Related communications with Responsive addressing powers under existing Receivership Order and proposed next steps. Follow up with MNP regarding revised ARR audit fee quote and timeline. Receive related update from MNP and address with Responsive. Update Katarina and Nicole regarding delivery of accounting records to Responsive. Address preparation of NTR financial statements and final corporate tax return.
27-Apr-16	Griffiths, Darren	1.50	Further communications with Responsive regarding logistics of Ministry ARR audit and coordinate courier of accounting records. Related communications with Katarina and Nicole. Address preparation of 2015 NTR financial statements and corporate tax return. Coordinate preparation of chain of custody letter with Katarina (accounting records) and review/approve same. Address form of Ministry 2015 ARR template with Responsive. Further communications with MNP regarding acceptance of revised ARR audit quote, engagement letter, and logistics of fieldwork. Update Eugene Migus, et al.

<u>Date</u>	<u>Professional</u>	<u>Hours</u>	<u>Description</u>
27-Apr-16	Masciantonio, Katarina	0.80	E-mail to D. Griffiths regarding Fairview 2015 NTR and tax return; e-mail to D. Griffiths regarding Fairview books and records; draft custody agreement; e-mail to E. Cuttini and B. Saleh regarding custody agreement; prepare books and records to be shipped to Responsive.
27-Apr-16	Migus, Eugene	0.15	Confirmation regarding commencement of accounting and audit engagements.
27-Apr-16	Sagolili, Nicole	0.90	Receipt and review of various e-mails; discussions with K. Masciantonio and D. Griffiths re: audit of Annual Reconciliation Report; finalize correspondence to Canada Revenue Agency and attend re: courier of correspondence; attend re: resending correspondence to former employee; e-mail to R. Lee (MOHLTC) re: deadline extension.
28-Apr-16	Migus, Eugene	0.80	Discussion regarding arrangement to replace legal counsel; conference call with Foglers LLP (Scott Venton, Vern DaRe).
28-Apr-16	Griffiths, Darren	1.20	Conference call with alternate counsel (Fogler Rubinoff), Chris Mazur, and Eugene Migus. Compile relevant file materials and supply to alternate counsel (draft motion materials, draft order, draft receiver report, & vendor take back mortgage). Supply details of pending Ministry ARR audits and provide breakdown of professional costs incurred to date.
28-Apr-16	Mazur, Chris	0.50	call with Foglers-council.
29-Apr-16	Griffiths, Darren	0.10	Update Chris Mazur on professional costs. Receive update from Katarina in connection with delivery of accounting records to Responsive. Receipt of executed custody agreement from Responsive.
29-Apr-16	Sagolili, Nicole	0.20	Receipt and review of e-mails; receipt and save copy of custody agreement from Responsive Health Management.
3-May-16	Sagolili, Nicole	0.20	E-mails from/to R. Lee (MOHLTC); discussion with D. Griffiths re: extension for filing of 2014 audited Annual Reconciliation Report.
4-May-16	Smith, Teresa	0.20	Prepare cheque on account
5-May-16	Migus, Eugene	0.35	Communication with Fogler, Rubinoff LLP; related discussion with Chris Mazur.
5-May-16	Masciantonio, Katarina	0.30	Review e-mails from B. Saleh and D. Griffiths; review payroll records; draft e-mail to B. Saleh.
5-May-16	Sagolili, Nicole	0.10	Receipt and review of e-mails.

<u>Date</u>	<u>Professional</u>	<u>Hours</u>	<u>Description</u>
6-May-16	Masciantonio, Katarina	1.00	Review Playmate for payroll records needed for audit; draft e-mail to B. Saleh.
6-May-16	Griffiths, Darren	0.50	Receive updates from Katarina in connection with payroll information requested by MNP in connection with Ministry audits. Coordinate execution of MNP Engagement Letter. Draft associated cover letter and courier arrangements enclosing retainer cheque.
6-May-16	Mazur, Chris	0.20	Review/sign agreement.
6-May-16	Sagolili, Nicole	0.10	Receipt and review of e-mails re: MNP audit.
9-May-16	Sagolili, Nicole	0.10	Receipt and review of e-mails.
10-May-16	Migus, Eugene	0.15	Follow-up with Fogler, Rubinoff LLP (Vern DaRe).
12-May-16	Migus, Eugene	0.30	Update from Fogler, Rubinoff LLP (Vern DaRe).
12-May-16	Masciantonio, Katarina	0.10	E-mail to N. Sagolili and D. Griffiths.
12-May-16	Sagolili, Nicole	0.10	E-mail from B. Saleh (Responsive Health Management Inc.).
13-May-16	Masciantonio, Katarina	0.50	Draft e-mails to S. Bhatnagar re: auditors requests; draft e-mail to B. Saleh regarding same.
13-May-16	Bar-David, Hila	0.05	Bank Recon.
13-May-16	Sagolili, Nicole	0.10	Receipt and review of e-mails re: audit of Annual Reconciliation Report.
13-May-16	Griffiths, Darren	0.50	Update statement, draft report, employee files
16-May-16	Griffiths, Darren	0.40	Conference call with replacement counsel (Vern Dare & Scott Venton) and Chris Mazur to discuss various receivership matters and next steps. Receive update from Responsive regarding payroll records required by MNP in connection with Ministry audits.
16-May-16	Sagolili, Nicole	0.10	E-mail from B. Saleh (Responsive Health Management Inc.), and e-mail to K. Masciantonio re: Annual Reconciliation Report audit.
17-May-16	Sagolili, Nicole	0.20	Receipt of and respond to various e-mails re: audit of Annual Reconciliation Report.
17-May-16	Griffiths, Darren	0.10	Receive updates from Nicole, Katarina, and Responsive in connection with MNP audit and associated information requests.
17-May-16	Masciantonio, Katarina	1.10	Draft e-mail to N. Sagolili and D. Griffiths; review e-mail from B. Saleh; review hard drive for requested items; draft reply e-mail to B. Saleh; draft e-mail to S. Bhatnagar.



<u>Date</u>	<u>Professional</u>	<u>Hours</u>	<u>Description</u>
18-May-16	Sagolili, Nicole	0.10	Follow-up e-mail to S. Bhatnagar (Schlegel Villages) re: documents requested for Annual Reconciliation Report audit.
19-May-16	Masciantonio, Katarina	0.10	Review e-mail from B. Saleh regarding broad ski files; draft e-mail to B. Saleh regarding same; draft e-mail to S. Bhatnagar regarding same.
19-May-16	Griffiths, Darren	0.10	E-mail updates from Responsive and Katarina in connection with payroll information required by MNP in connection with Ministry audits.
20-May-16	Griffiths, Darren	0.10	Discuss file status with Nicole Sagolili and issues surrounding MNP audit.
20-May-16	Sagolili, Nicole	0.10	Receipt and review of e-mails re: audit of Annual Reconciliation Report.
24-May-16	Sagolili, Nicole	0.10	Receipt and review of e-mails re: audit of Annual Reconciliation Report.
24-May-16	Griffiths, Darren	0.20	Receive updates from Katarina and Schlegel Villages regarding status of payroll information required in connection with Ministry audits. Related update to Chris Mazur and discuss next steps. Communications with replacement counsel (Fogler Rubinoff) regarding Notice of Change of Lawyers.
24-May-16	Masciantonio, Katarina	0.10	Prepare cheque requisition.
25-May-16	Masciantonio, Katarina	0.10	Draft e-mail to S. Bhatnagar.
26-May-16	Masciantonio, Katarina	0.20	Draft e-mails to E. Cuttini, S. Bhatnagar, and L. Chambers regarding Braodsky's.
26-May-16	Sagolili, Nicole	0.10	Receipt and review of e-mails re: audit of Annual Reconciliation Report.
26-May-16	Griffiths, Darren	0.20	payroll records
27-May-16	Migus, Eugene	0.10	Creditor inquiry.
30-May-16	Migus, Eugene	0.05	Review and approve monthly bank reconciliation.
30-May-16	Griffiths, Darren	0.20	File status update to Chris Mazur, Nicole Sagolili, and Katarina Masciantonio. Contact Bill Dillane (Responsive) to address file status inquiry.
30-May-16	Sagolili, Nicole	0.10	Review of update on file.
31-May-16	Masciantonio, Katarina	0.10	E-mail to L. Chambers.
1-Jun-16	Sagolili, Nicole	0.10	Various correspondence re: audit of Annual Reconciliation Reports.

<u>Date</u>	<u>Professional</u>	<u>Hours</u>	<u>Description</u>
1-Jun-16	Masciantonio, Katarina	0.10	E-mail to N. Sagolili and D. Griffiths.
1-Jun-16	Griffiths, Darren	-	Follow-up on Status of file and missing information - discuss status of file with Chris
3-Jun-16	Griffiths, Darren	0.10	Address payment of balance of John Jensen real estate commission with Eugene Migus.
8-Jun-16	Bar-David, Hila	0.10	Bank Rec.
9-Jun-16	Griffiths, Darren	0.10	Receive update from Responsive regarding status of Ministry audits and schedule related conference call.
9-Jun-16	Sagolili, Nicole	0.10	Receipt and review of e-mails.
13-Jun-16	Griffiths, Darren	0.50	Receive update from MNP regarding status of Ministry audits and update Eugene Migus, et al. Call with Bashheera Saleh (Responsive) to discuss payroll testing issues. Subsequent e-mail providing authorization to retain the services of Sandra Mendes (former Fairview employee). Call with Katarina Masciantonio to discuss status of Ministry audits and possible timecard workaround.
13-Jun-16	Masciantonio, Katarina	0.10	Call to D. Griffiths.
14-Jun-16	Masciantonio, Katarina	0.10	Draft e-mail to B. Saleh.
14-Jun-16	Griffiths, Darren	0.10	Receive update from Katarina regarding resident files in connection with Ministry audits.
15-Jun-16	Griffiths, Darren	0.10	Address payment of John Jensen commission and substitution of Folger's as replacement counsel with Chris Mazur.
16-Jun-16	Migus, Eugene	0.05	Review and approve monthly bank reconciliation.
16-Jun-16	Mazur, Chris	0.20	Attend regarding status going forward
17-Jun-16	Griffiths, Darren	2.00	Conference call with counsel (Vern DaRe and Scott Venton) to discuss status of Ministry audits, potential sale/early redemption of VTB, and next steps. Provide instructions to act as replacement counsel and supply Schlegel Villages contact particulars. Compile due diligence materials in connection with potential sale of VTB. Communications with John Jensen Realty regarding balance of real estate commission and coordinate payment of same. Update Bill Dillane (Responsive) regarding next steps.
21-Jun-16	Smith, Teresa	0.20	Prepare cheque on account

<u>Date</u>	<u>Professional</u>	<u>Hours</u>	<u>Description</u>
23-Jun-16	Migus, Eugene	0.20	Discussion with Matthew Lem regarding complications encountered with final audits.
24-Jun-16	Masciantonio, Katarina	0.10	Call with M. Lam regarding broad skis.
29-Jun-16	Griffiths, Darren	0.20	Receipt of MOH funds from Schlegel Villages and coordinate deposit.
30-Jun-16	Griffiths, Darren	0.10	Receive updates regarding Service List and discuss file status with Chris Mazur.
30-Jun-16	Smith, Teresa	0.10	Enter and allocate payments to estate
4-Jul-16	Griffiths, Darren	0.10	Receive update from Responsive regarding Ministry audits.
5-Jul-16	Griffiths, Darren	0.20	Communications with Eugene Migus regarding potential sale of VTB and status of Ministry audits. Supply copy of VTB.
5-Jul-16	Migus, Eugene	0.25	Telephone discussion with Bill Dillane; compile vendor-take-back mortgage details.
6-Jul-16	Griffiths, Darren	0.10	Receipt and review of 2015 PIER review report and address with Katarina.
6-Jul-16	Masciantonio, Katarina	0.20	Review letter from CRA; review amended T4's.
6-Jul-16	Sagoliti, Nicole	0.20	Phone call from Canada Revenue Agency; receipt and review of e-mails.
7-Jul-16	Masciantonio, Katarina	0.20	Call with CRA regarding amended T4's; e-mail to D. Griffiths regarding same.
7-Jul-16	Becker, Amanda	0.20	Rec'd message. Discussed with Paul. Forwarded to Darren.
7-Jul-16	Migus, Eugene	0.25	Update from Bill Dillane regarding potential interest by a lender to acquire the VTB mortgage; related discussion with Fogler, Rubinoff LLP (Vern DaRe).
13-Jul-16	Griffiths, Darren	0.40	Communications with Schlegel Villages regarding letter received from MOHLTC. Related communications with counsel (Vern DaRe) regarding priority of MOHLTC liability.
15-Jul-16	Griffiths, Darren	0.10	Further communications with counsel (Vern DaRe) regarding proposed MOHLTC response.
15-Jul-16	Bar-David, Hila	0.05	Bank Rec.
18-Jul-16	Griffiths, Darren	0.10	Receipt and review of responding letter to MOHLTC drafted by counsel (Vern DaRe).

<u>Date</u>	<u>Professional</u>	<u>Hours</u>	<u>Description</u>
18-Jul-16	Migus, Eugene	0.20	Various communication with Fogler, Rubinoff LLP; follow-up communication with Bill Dillane regarding sale of VTB mortgage.
19-Jul-16	Griffiths, Darren	1.00	Amend draft responding letter to MOHLTC and coordinate issue. Related communications with counsel (Vern DaRe). Follow up with Responsive regarding status of Ministry audits and address calculation of nursing recovery settlement. Receive related update and notify counsel.
20-Jul-16	Griffiths, Darren	1.00	Further communications with Schlegel Villages regarding MOHLTC nursing expenditure claim. Receive update from Responsive in connection with Ministry ARR audits and additional information required by MNP. Related communications with Katarina and Nicole to investigate and confirm ARR filing extension. Coordinate payment of MNP invoice in connection with Ministry ARR audits.
20-Jul-16	Masciantonio, Katarina	0.20	Correspondence with D. Griffiths regarding audited ARR reports outstanding items; e-mail to Schlegel and L. Chambers regarding same.
21-Jul-16	Smith, Teresa	0.20	Prepare cheque on account
21-Jul-16	Griffiths, Darren	0.10	Call with Ministry of Finance to discuss outstanding EHT returns.
25-Jul-16	Griffiths, Darren	0.10	Receive update from Katarina regarding outstanding information required by MNP in connection with Ministry audits.
27-Jul-16	Griffiths, Darren	0.20	Cover letter to MNP enclosing second ARR audit interim payment and courier arrangements.
27-Jul-16	Masciantonio, Katarina	0.10	E-mail to B. Saleh regarding outstanding audit items.
28-Jul-16	Griffiths, Darren	0.10	Receive update from Katarina regarding additional materials obtained from Schlegel Villages in connection with Ministry audits. Related communications with Responsive.
3-Aug-16	Griffiths, Darren	0.10	Communications with MNP regarding status of Ministry audits and remaining payroll information required. Related update from Responsive. Communications with Schlegel Villages regarding EHT and MOHLTC nursing grad funding.
4-Aug-16	Griffiths, Darren	0.40	Further communications with MNP regarding status of Ministry audits and payment of interim billing. Related update to Eugene Migus. Communications with Schlegel Villages regarding WSIB arrears inquiry. Related call with WSIB.

<u>Date</u>	<u>Professional</u>	<u>Hours</u>	<u>Description</u>
4-Aug-16	Migus, Eugene	0.10	Update from Darren Griffiths.
5-Aug-16	Sagolili, Nicole	0.10	Receipt and review of e-mails re: audit of Annual Reconciliation Reports.
8-Aug-16	Griffiths, Darren	0.30	Receive update from Katarina regarding outstanding information required by MNP in connection with Ministry audits. Related communications with counsel (Scott Venton & Vern DaRe) and address potential sale of VTB.
8-Aug-16	Masciantonio, Katarina	0.10	Read e-mail from B. Saleh regarding audit outstanding information; draft e-mail to S. Bhatnagar regarding same.
9-Aug-16	Griffiths, Darren	0.50	Receive update from Eugene Migus regarding Bill Dilane's (Responsive) VTB purchaser contact. Further communications with counsel (Scott Venton & Vern DaRe) regarding potential sale of VTB. Locate and supply related due diligence materials (VTB mortgage, appraisals, rent roll, etc.).
9-Aug-16	Migus, Eugene	0.20	Various updates with Darren Griffiths, Fogler, Rubinoff LLP (Scott Venton).
10-Aug-16	Migus, Eugene	0.05	Approve cheque requisition(s) and/or sign cheque(s).
11-Aug-16	Griffiths, Darren	0.10	Receive update from Responsive regarding graduate program funding. Review related reconciliation.
16-Aug-16	Griffiths, Darren	0.10	Receive update from Basheera Saleh (Responsive) regarding MOHLTC calculation of late career funding.
19-Aug-16	Griffiths, Darren	0.30	Receive update from Responsive regarding MNP audit testing and update Eugene Migus, et al. Further communications with Responsive regarding payment of their consulting fee. Address further MOHLTC ARR filing extension with Nicole Sagolili.
19-Aug-16	Sagolili, Nicole	0.10	Attend re: extension for filing of 2014 audited ARR.
22-Aug-16	Sagolili, Nicole	0.10	Correspond with R. Lee (MOHLTC) re: extension for submitted 2014-audited ARR.
23-Aug-16	Griffiths, Darren	0.40	Coordinate with Nicole Sagolili to obtain ARR filing extension from MOHLTC. Call with Agatha Chambers to discuss sale of Fairview and next steps. Related update to counsel (Vern DaRe & Scott Venton).

<u>Date</u>	<u>Professional</u>	<u>Hours</u>	<u>Description</u>
23-Aug-16	Bar-David, Hila	0.05	Bank Rec.
29-Aug-16	Griffiths, Darren	0.10	Follow up with MNP regarding status of Ministry audits.
30-Aug-16	Griffiths, Darren	0.20	Call with Eugène Migus to discuss status of Ministry audits, potential sale of VTB, and next steps. Related call with independent counsel (Scott Venton).
30-Aug-16	Migus, Eugene	0.55	Telephone discussion with Bill Dillane; related update with Darren Griffiths.
31-Aug-16	Griffiths, Darren	0.10	Receipt and review of VTB proposal received from First National.
1-Sep-16	Griffiths, Darren	1.30	Attend to payment of Responsive invoice in connection with Ministry audits. Call with Eugene Migus to discuss First National VTB purchase proposal. Meet with Nicole Sagolili to discuss due diligence materials. Subsequent conference call with Eugene and counsel (Vern DaRe and Scott Venton) to discuss logistics of possible sale of VTB. Receipt and review of audited ARR reports supplied by MNP and address reconciliation with Nicole Sagolili. Further call with Scott Venton to discuss VTB proposal due diligence materials. Compile due diligence materials.
1-Sep-16	Migus, Eugène	0.80	Telephone discussion with First National (Brian Kimmel) regarding their loan proposal; related internal discussion; related conference call with Fogler, Rubinoff LLP.
1-Sep-16	Sagolili, Nicole	0.90	Discussions with D. Griffiths; conference call with D. Griffiths, E. Migus, and legal counsel.
6-Sep-16	Smith, Teresa	0.20	Prepare cheque on account
7-Sep-16	Sagolili, Nicole	0.20	Receipt and review of e-mails; e-mail to B. Saleh (Responsive Health Management) re: Annual Reconciliation Reports.
7-Sep-16	Griffiths, Darren	0.20	Communications with Nicole Sagolili regarding Ministry audit ARR management representation letters and process for submission to MOHLTC. Communications with Schlegel Villages regarding EHT.
9-Sep-16	Migus, Eugene	0.20	Discussion with Fogler, Rubinoff LLP (Vern DaRe) regarding mortgage registration, mortgage assumption agreement.
9-Sep-16	Sagolili, Nicole	0.20	Receipt of reconciliation and various e-mails from/to B. Saleh (Responsive Health Management).

<u>Date</u>	<u>Professional</u>	<u>Hours</u>	<u>Description</u>
12-Sep-16	Rickards, Susan	0.20	Chq to vendor
13-Sep-16	Bar-David, Hila	0.10	Bank Rec.
14-Sep-16	Sagolili, Nicole	0.10	Discussion with D. Griffiths.
15-Sep-16	Sagolili, Nicole	0.10	Leave voice-mail for B. Saleh (Responsive Health Management).
15-Sep-16	Griffiths, Darren	0.20	Further communications with MNP regarding MOHLTC ARR audit and associated fee.
16-Sep-16	Griffiths, Darren	0.50	Address counsel (Fogler's) inquiry pertaining to VTB registration. Supply counsel with copy of executed Agreement of Purchase and Sale. Coordinate with Nicole Sagolili to issue ARR reports to MOHLTC.
17-Sep-16	Migus, Eugene	0.05	Review and approve monthly bank reconciliation.
19-Sep-16	Griffiths, Darren	0.10	Communications with Nicole Sagolili regarding MOHLTC ARR submission process.
19-Sep-16	Sagolili, Nicole	0.30	Receipt and review of e-mail from MNP LLP; e-mails to/from R. Lee (MOHLTC) and B. Saleh (Responsive Health Management) re: audited Annual Reconciliation Reports.
20-Sep-16	Sagolili, Nicole	1.30	Discussion with D. Griffiths; various e-mails from/to B. Saleh (Responsive Health Management) and E. Cuttini (Responsive Health Management); review of 2014 and 2015 Annual Reconciliation reports; draft correspondence to MOHLTC and attend re: courier of 2014 and 2015 Annual Reconciliation Reports; e-mail 2014 and 2015 Annual Reconciliation Reports to R. Lee (MOHLTC).
20-Sep-16	Griffiths; Darren	0.20	Communications with Nicole Sagolili and Responsive regarding MOHLTC ARR submission process. Communications with Katarina regarding the return of books and records in the possession of Responsive.
20-Sep-16	Masciantonio; Katarina	0.10	Draft e-mail to B. Saleh regarding custody of boxes.
21-Sep-16	Griffiths, Darren	0.20	Communications with Nicole Sagolili and Responsive regarding MOHLTC ARR submission process. Further communications with Katarina and Responsive regarding books and records.
21-Sep-16	Sagolili, Nicole	0.40	Various correspondence with B. Saleh (Responsive Health Management) re: Annual Reconciliation Reports and books and records; update package of Annual Reconciliation Reports for MOHLTC.

<u>Date</u>	<u>Professional</u>	<u>Hours</u>	<u>Description</u>
22-Sep-16	Griffiths, Darren	0.10	Receipt and coordinate deposit of VTB interest payment received from Schlegel Villages.
23-Sep-16	Griffiths, Darren	0.10	Receive confirmation from MOHLTC regarding submission of ARR reports and update Eugene Migus. Receive call from Agatha Chambers.
23-Sep-16	Migus, Eugene	0.35	Communication with First National (Brian Kimmel); related discussion with Fogler, Rubinoff LLP (Vern DaRe).
30-Sep-16	Migus, Eugene	0.05	Review and approve monthly bank reconciliation.
5-Oct-16	Migus, Eugene	0.80	Telephone discussion with estate counsel for Agatha Chambers, Richard Housen; related instructions to Fogler, Rubinoff LLP (Vern DaRe); follow-up call to First National (Brian Kimmel); review draft direction and release provided by Vern DaRe; follow-up communication with Richard Housen.
6-Oct-16	Migus, Eugene	0.05	Communication from Richard Housen, solicitor for Agatha Chambers.
7-Oct-16	Griffiths, Darren	0.40	Review reconciliation of MNP final fees and coordinate payment of same, re: Ministry audits. Related update to Eugene Migus and counsel (Vern DaRe and Scott Venton).
13-Oct-16	Smith, Teresa	0.20	Prepare cheque on account
17-Oct-16	Migus, Eugene	0.05	Communication with Foglers, Rubinoff LLP (Vern DaRe) regarding requested changes to confidentiality agreement.
18-Oct-16	Migus, Eugene	0.25	Amend and forward confidentiality agreement for First National Financial LP; communication from SMBW Law, solicitors for Agatha Chambers; forward executed release and instructions to Fogler, Rubinoff LLP.
18-Oct-16	Bar-David, Hila	0.05	Bank Reconciliation.
19-Oct-16	Migus, Eugene	0.10	Follow-up discussion with Fogler, Rubinoff LLP.
20-Oct-16	Migus, Eugene	0.25	Follow-up discussion with First National Financial LP (Brian Kimmel).
20-Oct-16	Griffiths, Darren	0.20	Cover letter and courier arrangements, re: payment of MNP ARR audit fees.
21-Oct-16	Griffiths, Darren	0.10	Receipt and review of CRA statement evidencing source deduction arrears and address with Eugene Migus. Receive update regarding First National interest in acquiring VTB.



<u>Date</u>	<u>Professional</u>	<u>Hours</u>	<u>Description</u>
21-Oct-16	Migus, Eugene	0.10	Notification from First National Financial LP regarding withdrawal of their interest in pursuing VTB mortgage.
25-Oct-16	Iannilli, Franca	0.10	Follow up and send cheques to Hamilton as per Eugene-Update Courier log-send email to both Teresa/Darrin
25-Oct-16	Migus, Eugene	0.05	Approve deposit(s).
26-Oct-16	Migus, Eugene	0.15	Instructions to Fogler, Rubinoff LLP; instructions to Darren Griffiths.
26-Oct-16	Bar-David, Hila	0.10	post payments
28-Oct-16	Bar-David, Hila	0.05	Prepare deposit slip.
31-Oct-16	Migus, Eugene	0.60	Review and respond to communication from Fogler, Rubinoff LLP (Scott Venton) regarding interest expressed by Hillmont on purchase of VTB mortgage; assess discount factor suggested by Hillmont.
31-Oct-16	Sagolili, Nicole	0.20	Look into questions from E. Migus; e-mail to B. Saleh (Responsive Health Management) re: inquiry.
31-Oct-16	Griffiths, Darren	0.40	Coordinate deposit of TD cheques x 2 (Agatha funds). Receive update from counsel (Scott Venton) regarding sale of VTB mortgage. Related communications with Eugene Migus.
2-Nov-16	Sagolili, Nicole	0.10	Locate copy of financial statements and e-mail to E. Migus.
7-Nov-16	Migus, Eugene	0.15	Instructions to Darren Griffiths.
7-Nov-16	Masciantonio, Katarina	0.20	Review e-mail from D. Griffiths regarding payroll audit; review payroll records in my possession; draft e-mail to D. Griffiths regarding payroll records.
7-Nov-16	Griffiths, Darren	0.50	Call with Eugene Migus to discuss file status and VTB next steps. Related call with former listing agent (John Jensen) and supply counsel with contact information for Jamie Schlegel. Address pending CRA payroll audit with Katarina Masciantonio and status of Ministry ARR processing with Nicole Sagolili. Communications with MNP regarding final invoicing. Review updated R&D and discuss payment of legal fees with Chris Mazur.
8-Nov-16	Sagolili, Nicole	0.10	Follow-up e-mail to R. Lee (MOHLTC) re: status of Annual Reconciliation Reports.

<u>Date</u>	<u>Professional</u>	<u>Hours</u>	<u>Description</u>
9-Nov-16	Sagolili, Nicole	0.30	E-mails from/to and phone call from U. Dunston (MOHLTC) re: status of review of Annual Reconciliation Reports; discussion with D. Griffiths.
11-Nov-16	Griffiths, Darren	0.40	Call with Rob Schlegel (Schlegel Villages) to discuss early repayment of VTB. Related update to Eugene Migus and counsel. Receipt and review of draft account received from Fogler Rubinoff and address related inquiry.
15-Nov-16	Griffiths, Darren	0.20	Call with CRA
16-Nov-16	Griffiths, Darren	0.10	Receive updates from Katarina regarding scheduling of CRA trust examination and call to discuss.
16-Nov-16	Masciantonio, Katarina	0.20	Draft email to B. Saleh regarding books and records; call to CRA regarding trust examination; draft email to D. Griffiths regarding update on trust examination.
16-Nov-16	Sagolili, Nicole	0.10	Receipt and review of e-mails re: Canada Revenue Agency audit.
18-Nov-16	Masciantonio, Katarina	0.10	Draft email to B. Chiasson regarding books and records pick-up.
18-Nov-16	Griffiths, Darren	0.20	Communications with Schlegel Villages regarding early repayment of VTB and update Eugene Migus and counsel.
21-Nov-16	Migus, Eugene	0.10	Update from Fogler, Rubinoff LLP (Vern DaRe).
21-Nov-16	Sagolili, Nicole	0.10	Locate and e-mail Receiver's Certificates to E. Migus.
22-Nov-16	Griffiths, Darren	0.10	Update counsel
23-Nov-16	Masciantonio, Katarina	0.10	Correspondence with B. Chiasson and M. Stockton regarding arrival of debtor records.
24-Nov-16	Masciantonio, Katarina	0.10	Call to CRA to confirm meeting tomorrow at the Toronto office regarding payroll audit.
25-Nov-16	Masciantonio, Katarina	2.60	Meeting with V. Azevedo (CRA) regarding payroll audit; gather support and print off support for payroll audit; assemble package for V. Azevedo; call V. Azevedo regarding payroll package.
25-Nov-16	Griffiths, Darren	0.10	Update
28-Nov-16	Masciantonio, Katarina	0.10	Review email from B. Saleh regarding box pick-up; draft email to B. Saleh regarding same.
28-Nov-16	Sagolili, Nicole	0.10	Receipt and review of e-mails.

<u>Date</u>	<u>Professional</u>	<u>Hours</u>	<u>Description</u>
29-Nov-16	Masciantonio, Katarina	0.10	Call to CRA regarding follow up on pickup of documents for payroll audit.
6-Dec-16	Masciantonio, Katarina	1.10	Review records for monthly payroll reports for the CRA payroll audit per V. Azevedo's (CRA) request; call to V. Azevedo regarding findings; try to fax payroll documents to CRA but line busy; call to V. Azevedo regarding delivery options; courier payroll documents to CRA; discussion with M. Stockton regarding shipment of boxes from Toronto to Hamilton office.
7-Dec-16	Bar-David, Hila	0.10	Bank Reconciliation
12-Dec-16	Bar-David, Hila	0.05	Bank Reconciliation
16-Dec-16	Migus, Eugene	0.05	Review and approve monthly bank reconciliation.
19-Dec-16	Griffiths, Darren	0.10	Receive update from counsel (Scott Venton) regarding TD interest in acquiring VTB mortgage.
21-Dec-16	Griffiths, Darren	0.10	Address creditor inquiry with Responsive Health Management.
23-Dec-16	Griffiths, Darren	0.10	Further communications with Responsive and Point Click Care regarding software billing issue.
16-Jan-17	Bar-David, Hila	0.10	Bank Reconciliation
18-Jan-17	Migus, Eugene	0.15	Communication with Toronto Capital Corp. regarding sale of vendor-take-back mortgage.
18-Jan-17	Mazur, Chris	0.20	attend regarding status and go forward strategy.
19-Jan-17	Migus, Eugene	0.30	Discussion and communication with Toronto Capital Corp. (Frank Mondelli) regarding available vendor-take-back mortgage for purchase; forward draft confidentiality agreement to Toronto Capital Corp.
23-Jan-17	Migus, Eugene	0.30	Receipt of signed confidentiality agreement from Toronto Capital Corp.; forward various additional information to Toronto Capital Corp. (Frank Mondelli); follow-up discussion with Frank Mondelli; forward draft assignment agreement.
24-Jan-17	Migus, Eugene	0.10	Receipt of offer from Toronto Capital Corp.
26-Jan-17	Migus, Eugene	0.05	Telephone update with Toronto Capital Corp.
1-Feb-17	Migus, Eugene	0.30	Discussion with Fogler Rubinoff LLP (Vern DaRe) regarding preparation for court application, resolution of remaining file issues.
1-Feb-17	Griffiths, Darren	0.20	Communications with Katarina regarding creditor inquiries forwarded by Schlegel Villages.

<u>Date</u>	<u>Professional</u>	<u>Hours</u>	<u>Description</u>
2-Feb-17	Migus, Eugène	0.30	Update from Darren Griffiths; telephone call and subsequent email to Toronto Capital Corp. (Frank Mondelli) on negotiations for sale of the VTB mortgage.
2-Feb-17	Griffiths, Darren	0.30	Receive update from Schlegel Villages regarding TD interest in VTB. Related update to Eugene Migus and counsel. Follow up on status of MOHLTC ARR report review.
3-Feb-17	Migus, Eugène	0.10	Follow-up with Toronto Capital Corp.
3-Feb-17	Sagolili, Nicole	0.30	Follow-up e-mail to R. Lee (MOHLTC) re: status of review of 2014 and 2015 Annual Reconciliation Reports; phone call and e-mail from U. Dunston (MOHLTC).
3-Feb-17	Griffiths, Darren	0.10	Receive update from MOHLTC on processing of 2014/2015 ARR reports. Related update to Eugene Migus.
8-Feb-17	Bar-David, Hila	0.10	Filing bank statements.
13-Feb-17	Griffiths, Darren	0.20	Communications with counsel (Scott Venton & Vern DaRe) regarding sale of VTB and Schlegel/TD interest. Schedule related conference call.
13-Feb-17	Migus, Eugene	0.15	Communication with Fogler, Rubinoff LLP; communication with Toronto Capital Corp. (Frank Mondelli).
14-Feb-17	Migus, Eugene	0.50	Meeting with Toronto Capital Corp. (Frank Mondelli, Michael Sanella).
15-Feb-17	Migus, Eugene	0.30	Conference call with Fogler, Rubinoff LLP; follow-up communication with Toronto Capital Corp. regarding revisions to their offer.
15-Feb-17	Mazur, Chris	0.30	Call with counsel Re; continuing forward.
15-Feb-17	Smith, Teresa	0.10	print GL for Darren
15-Feb-17	Sagolili, Nicole	0.10	Discussion with D. Griffiths.
15-Feb-17	Griffiths, Darren	1.00	Review R&D and reconciliation of cash on hand and unpaid professional costs. Follow up with Katarina regarding status of CRA trust examination. Conference call with Chris Mazur; Eugene Migus, and counsel (Vern DaRe and Scott Venton) to discuss sale of VTB, status of MOHLTC ARR audits, and next steps. Coordinate payment of BDO and Fogler's professional costs.
16-Feb-17	Sagolili, Nicole	0.10	Follow-up e-mail to U. Dunston (MOHLTC) re: status of Annual Reconciliation Reports; update to D. Griffiths.

<u>Date</u>	<u>Professional</u>	<u>Hours</u>	<u>Description</u>
16-Feb-17	Bar-David, Hila	0.05	Bank Reconciliation
16-Feb-17	Griffiths, Darren	0.40	Receipt of VTB interest payment from Schlegel Villages and coordinate deposit. Call to Rob Schlegel to discuss potential sale of VTB and update Eugene Migus and counsel (Foglers). Receive update regarding MOHLTC processing of ARR reports.
17-Feb-17	Sagolili, Nicole	0.10	E-mail from R. Lee (MOHLTC); update to D. Griffiths.
17-Feb-17	Smith, Teresa	0.30	prepare cheques and deposit on acct
27-Feb-17	Griffiths, Darren	0.10	Follow up with Schlegel Villages regarding early redemption of VTB.
28-Feb-17	Rickards, Susan	0.20	Chq to lawyer
2-Mar-17	Migus, Eugene	0.05	Follow-up with Darren Griffiths; related communication to legal counsel.
2-Mar-17	Griffiths, Darren	0.10	Communications with Eugene Migus regarding Schlegel Villages lack of response and VTB next steps.
6-Mar-17	Griffiths, Darren	0.10	Communications with Schlegel Villages regarding early repayment of VTB and coordinate conference call with Eugene Migus.
6-Mar-17	Migus, Eugene	0.10	Update from Darren Griffiths.
7-Mar-17	Griffiths, Darren	0.20	Follow up with Schlegel Villages regarding early redemption of VTB. Address inquiry received from Bill Dillane (Responsive). Related communications with Eugene Migus.
8-Mar-17	Griffiths, Darren	0.40	Further communications with Schlegel Villages regarding sale of VTB and coordinate call with Eugene Migus. Receipt and review of MOHLTC ARR review findings, discuss queries with Nicole Sagolili, and coordinate Responsive follow up. Related communications with MNP.
9-Mar-17	Griffiths, Darren	0.20	Communications with Responsive regarding MOHLTC ARR queries.
10-Mar-17	Migus, Eugene	0.25	Telephone discussion with Rob Schlegel regarding VTB mortgage, possible offset for environmental costs.
13-Mar-17	Griffiths, Darren	0.20	Call with Jonathan Tellis (MNP) to discuss Ministry ARR responding letter and next steps. Related communications with Responsive.

<u>Date</u>	<u>Professional</u>	<u>Hours</u>	<u>Description</u>
13-Mar-17	Sagolili, Nicole	0.40	Phone call with B. Saleh (Responsive Management) re: 2014 Annual Reconciliation Report results from MOHLTC; discussion with D. Griffiths.
17-Mar-17	Sagolili, Nicole	0.20	Correspond with B. Saleh (Responsive Health Management), and attend re: MOHLTC's inquiries on 2014 Annual Reconciliation Report.
17-Mar-17	Griffiths, Darren	0.10	Communications with Eugene Migus regarding Schlegel Villages early repayment of VTB. Receive update regarding MOHLTC ARR queries and Responsive assistance.
21-Mar-17	Coore, Christine	1.60	Search boxes re: invoices
21-Mar-17	Griffiths, Darren	0.30	Receive update regarding CRA trust examination. Address creditor inquiry. Receive update from Responsive regarding MOHLTC ARR inquiries.
21-Mar-17	Masciantonio, Katarina	0.10	Call to CRA.
21-Mar-17	Sagolili, Nicole	0.20	Instructions to C. Coore re: invoices needed for MOHLTC's inquiries; receipt and review of e-mail.
22-Mar-17	Sagolili, Nicole	0.30	Review of invoices requested by MOHLTC relating to 2014 Annual Reconciliation Report; instructions to C. Coore; e-mail to B. Saleh (Responsive Health Management).
22-Mar-17	Griffiths, Darren	0.40	Receive update from counsel regarding VTB mortgage. Communications with MNP and Responsive regarding MOHLTC ARR queries. Address creditor inquiry. Communications with Katarina regarding CRA T4 audit.
23-Mar-17	Coore, Christine	1.00	Attend to organizing invoices and scanning the same per the instructions of N. Sagolili
23-Mar-17	Griffiths, Darren	0.10	Ongoing communications with Responsive regarding MOHLTC ARR queries.
23-Mar-17	Masciantonio, Katarina	0.10	Call to CRA.
23-Mar-17	Sagolili, Nicole	0.20	E-mails to/from B. Saleh (Responsive Health Manager) re: inquiries from MOHLTC on the 2014 Annual Reconciliation Report.
30-Mar-17	Sagolili, Nicole	0.10	Correspond with B. Saleh (Responsive Health Management).

<u>Date</u>	<u>Professional</u>	<u>Hours</u>	<u>Description</u>
30-Mar-17	Migus, Eugene	1.00	Review information regarding environmental cost adjustments provided by Rob Schlegel; related discussion with Fogler, Rubinoff LLP (Vern DaRe); review draft remediation cost estimate, land value information on file.
31-Mar-17	Griffiths, Darren	0.20	Communications with Responsive regarding Point Click Care software renewal and coordinate payment of invoice.
4-Apr-17	Smith, Teresa	0.20	Prepare cheque on account
5-Apr-17	Bar-David, Hila	0.10	Bank Reconciliation.
10-Apr-17	Sagolili, Nicole	0.10	E-mail to B. Saleh (Responsive Health Management).
12-Apr-17	Sagolili, Nicole	0.80	Attend re: administrative matters; e-mails to/from B. Saleh (Responsive Health Management) and receipt and review of documents for response to MOHLTC re: 2014 Annual Reconciliation Report; drafting of response to MOHLTC.
13-Apr-17	Sagolili, Nicole	0.50	Finalize correspondence and attachments of supporting documentation to MOHLTC re: 2014 Annual Reconciliation Report.
18-Apr-17	Griffiths, Darren	0.10	Receive update from MOHLTC regarding processing of ARR submission and related inquiries.
21-Apr-17	Bar-David, Hila	0.10	Bank Reconciliation
24-Apr-17	Griffiths, Darren	0.10	Address creditor inquiry.
27-Apr-17	Griffiths, Darren	0.50	Call with CRA to discuss status of payroll trust examination. Address CRA prior attendance and location of books and records. Review source deduction property claim letter received from CRA and address with Eugene Migus and counsel.
2-May-17	Griffiths, Darren	0.10	Receive update regarding MOHLTC processing of 2015 ARR submission.
4-May-17	Migus, Eugene	0.10	Follow-up message to Rob Schlegel.
11-May-17	Bar-David, Hila	0.10	Bank Reconciliation
17-May-17	Griffiths, Darren	0.20	Communications with counsel (Scott Venton) regarding VTB environmental issue and next steps.
17-May-17	Migus, Eugene	0.05	Review and approve monthly bank reconciliation.
14-Jun-17	Iannilli, Franca	0.20	Finalize Letter to CRA-photo copy docs-scan to the directory-mail- update postage log

<u>Date</u>	<u>Professional</u>	<u>Hours</u>	<u>Description</u>
14-Jun-17	Migus, Eugene	0.15	Respond to correspondence received from Canada Revenue Agency.
16-Jun-17	Bar-David, Hila	0.05	Bank Reconciliation
18-Jul-17	Bar-David, Hila	0.05	Bank Reconciliation
28-Jul-17	Griffiths, Darren	0.30	Follow up with MOHLTC regarding finalization of 2014/2015 annual reconciliation reports. Related update to Eugene Migus and Chris Mazur.
3-Aug-17	Griffiths, Darren	0.20	Address invoice received from MNP. Receipt of VTB interest payment from Schlegel Villages.
4-Aug-17	Griffiths, Darren	0.20	Further communications with MNP regarding additional ARR work performed. Coordinate payment of their invoice.
11-Aug-17	Griffiths, Darren	0.50	Coordinate conference call with Bill Dillane (Responsive) and Eugene Migus (did not receive a response from Bill). Call with Eugene to discuss file status and next steps. Supply Eugene with further update relative to Schlegel interest only VTB payment and Gowlings fees. Related update to Chris Mazur.
11-Aug-17	Migus, Eugene	0.20	Update and instructions to Darren Griffiths.
14-Aug-17	Griffiths, Darren	0.20	Review receivership banking G/L and supply to Eugene Migus with breakdown.
16-Aug-17	Griffiths, Darren	0.30	Communications with Bill Dillane (Responsive) regarding status of VTB and MOHLTC audit. Coordinate deposit of Schlegel VTB interest payment. Receipt of Gowlings legal invoice.
16-Aug-17	Smith, Teresa	0.20	Prepare cheque on account and post deposit
17-Aug-17	Bar-David, Hila	0.10	Bank Reconciliation
30-Aug-17	Migus, Eugene	0.35	Conference call with Bill Dillane regarding possible interest in acquiring VTB mortgage - conditional upon accelerating a distribution to Responsive Group.
30-Aug-17	Griffiths, Darren	0.40	Conference call with Bill Dillane (Responsive) and Eugene Migus to discuss status of receivership, issues precluding distribution, and potential sale of VTB.
31-Aug-17	Migus, Eugene	0.50	Review available funds, possible distribution scenario if vendor-take-back mortgage is sold.



<u>Date</u>	<u>Professional</u>	<u>Hours</u>	<u>Description</u>
7-Sep-17	Migus, Eugene	0.35	Prepare and forward confidentiality agreement to Bill Dillane; forward certain documents to Bill Dillane upon receipt of signed confidentiality agreement; communication from Fogler, Rubinoff LLP regarding other possible interested parties.
8-Sep-17	Migus, Eugene	0.10	Respond to inquiry from Bill Dillane.
11-Sep-17	Migus, Eugene	0.10	Instructions to Darren Griffiths.
11-Sep-17	Griffiths, Darren	0.30	Communications with Schlegel Villages regarding records in storage and address with Eugene Migus. Related communications with RecordXpress to determine quantum of records and monthly storage cost.
12-Sep-17	Griffiths, Darren	0.10	Call with CRA to discuss status of deemed trust claim.
14-Sep-17	Griffiths, Darren	0.30	Call with RecordXpress to discuss Fairview records in storage and payment arrangements going forward. Related email follow up confirming arrangements and update Eugene Migus.
20-Sep-17	Bar-David, Hila	0.10	Bank reconciliation.
22-Sep-17	Migus, Eugene	0.60	Telephone conference call with Bill Dillane and his investor group regarding offer to purchase vendor-take-back mortgage; related call to Fogler, Rubinoff LLP (Vern DaRe); communication with Rob Schlegel regarding request to release copy of Agreement of Purchase and Sale; forward draft assignment agreement to Bill Dillane.
3-Oct-17	Migus, Eugene	0.10	Follow up with Rob Schlegel.
4-Oct-17	Migus, Eugene	0.10	Follow-up with Bill Dillane.
20-Oct-17	Migus, Eugene	0.15	Telephone discussion with Violet Chambers.
20-Oct-17	Bar-David, Hila	0.10	Post interest; Bank Reconciliation
25-Oct-17	Migus, Eugene	0.55	Review draft assignment agreement submitted by Bill Dillane; related communication with Foglers, Rubinoff LLP; follow-up discussion with Bill Dillane.
26-Oct-17	Migus, Eugene	0.15	Review terms of agreement of purchase Follow-up communication with Foglers, Rubinoff LLP.
31-Oct-17	Migus, Eugene	0.10	Follow-up with Vern DaRe.
7-Nov-17	Migus, Eugene	0.25	Follow-up discussion with Fogler, Rubinoff LLP (Vern DaRe).
8-Nov-17	Griffiths, Darren	0.10	Attend to payment of storage facility invoices, re: Fairview books and records.

<u>Date</u>	<u>Professional</u>	<u>Hours</u>	<u>Description</u>
10-Nov-17	Smith, Teresa	0.20	Prepare cheque on account
13-Nov-17	Bar-David, Hila	0.10	Post interest and bank reconciliation.
13-Nov-17	Rickards, Susan	0.20	Cheque.
16-Nov-17	Migus, Eugene	0.20	Telephone discussion with Bill Dillane.
24-Nov-17	Griffiths, Darren	0.20	Communications with MOHLTC regarding processing of 2014 and 2015 annual reconciliation reports.
27-Nov-17	Migus, Eugene	0.25	Preparatory discussion with Fogler, Rubinoff LLP (Vern DaRe); conference call with Bill Dillane, his legal counsel, and Vern DaRe.
4-Dec-17	Bar-David, Hila	0.10	Filing.
19-Dec-17	Griffiths, Darren	0.20	Receipt and review of interim Fogler Rubinoff legal invoice and coordinate payment of same.
20-Dec-17	Griffiths, Darren	0.40	Receipt and review of 2014 & 2015 finalized ARR reconciliation reports supplied by MOHLTC and address with Responsive and Eugene Migus.
20-Dec-17	Migus, Eugene	0.20	Review communications received from Ontario Ministry of Health and Long Term Care.
21-Dec-17	Griffiths, Darren	0.10	Coordinate preparation of cover letter and payment of Fogler Rubinoff legal invoice.
21-Dec-17	Fisher-Cobb, Emma	0.30	Preparing cover letter, mailing, and updating file records for legal invoice.
11-Jan-18	Griffiths, Darren	0.20	Communications with Records Express regarding Fairview books and records in storage.
11-Jan-18	Bar-David, Hila	0.15	Post interest and bank reconciliations
11-Jan-18	Migus, Eugene	0.20	Follow-up discussion with Fogler, Rubinoff LLP (Vern DaRe); follow-up communication to Bill Dillane.
15-Jan-18	Griffiths, Darren	0.20	Receive comments from Basheera Saleh (Responsive) in connection with finalized MOHLTC 2014 and 2015 reconciliation reports.
16-Jan-18	Griffiths, Darren	0.10	Coordinate payment of Responsive Health Management invoice.
17-Jan-18	Fisher-Cobb, Emma	0.50	Preparing cheque requisition for Responsive Health Management

<u>Date</u>	<u>Professional</u>	<u>Hours</u>	<u>Description</u>
22-Jan-18	Griffiths, Darren	0.50	Communications with Eugene Migus regarding finalized MOHLTC reconciliation reports. Locate 2013 ARR report and address with Basheera Saleh (Responsive). Receive call from MOHLTC. Address amounts owing to MOHLTC from 2013, 2014, and 2015 with Eugene Migus.
22-Jan-18	Migus, Eugene	0.50	Review purchase and sale agreement with respect to MOH adjustments; request results for 2013 MOH audit.
23-Jan-18	Migus, Eugene	0.10	Follow-up with staff.
23-Jan-18	Griffiths, Darren	0.50	Call with Ursula Dunston (MOHLTC) to discuss amounts recoverable from Fairview for 2013, 2014, and 2015. Related update to Eugene Migus and call to discuss. Review closing Statement of Adjustments and address purchaser (Schlegel) continued obligations relative to APS.
24-Jan-18	Casco, Carla	0.20	Prepared cheque & print
25-Jan-18	Consoli, Angelo	1.50	Review and discussions re: file background, MOH notices, next steps re: estate administration;
25-Jan-18	Griffiths, Darren	1.00	Meet with Angelo Consoli to discuss MOHLTC clawback and Schlegel's continued obligations relative to APS. Related review of file materials, compile relevant documents, and supply to Angelo Consoli.
26-Jan-18	Griffiths, Darren	0.20	Discuss finalized MOHLTC reconciliation and Schlegel payment obligations with Angelo Consoli. Request bank statements to verify prior application of property closing proceeds.
26-Jan-18	Consoli, Angelo	4.00	Review file records on Site; update R&D; review draft Court Report; review MOH notices; initial APS review and related schedules, etc.;
29-Jan-18	Consoli, Angelo	2.00	detailed review of APS; correspondence re: Ascend entries; discussions re: strategy / next steps and review correspondence re: same;
29-Jan-18	Griffiths, Darren	2.00	Further communications with BDO Richmond Hill office regarding bank statements. Discuss MOHLTC ARR reconciliation reports and Schlegel APS obligations with Angelo Consoli. Related review of APS Statement of Adjustments and prior correspondence with MOHLTC. Communications with Matthew Lem regarding MOHLTC and Schlegel obligations. Report to Eugene Migus.
29-Jan-18	Migus, Eugene	0.05	Follow-up with Darren Griffiths.

<u>Date</u>	<u>Professional</u>	<u>Hours</u>	<u>Description</u>
30-Jan-18	Migus, Eugene	0.35	Update from Darren Griffiths; communication from legal counsel for Bill Dillane including an updated draft assignment agreement.
30-Jan-18	Griffiths, Darren	0.20	Coordinate MOHLTC follow up with Angelo Consoli.
30-Jan-18	Consoli, Angelo	0.30	review correspondence re: APS, terms of arrangement; calls to MOHLTC;
31-Jan-18	Consoli, Angelo	0.20	calls to MOHLTC
31-Jan-18	Griffiths, Darren	0.10	Call with Hila to discuss requested receivership banking materials.
31-Jan-18	Migus, Eugene	0.85	Discussion with Fogler, Rubinoff LLP (Vern DaRe) on updated draft agreement; attempted conference call with John Atchinson; conference call with Vern DaRe and John Atchinson.
5-Feb-18	Consoli, Angelo	0.80	telephone call and e-mail correspondence with the MOHLTC re: reconciliation of annual reporting letters and the Schlegel installment payments and the resultant refund;
5-Feb-18	Griffiths, Darren	0.10	Receive update from Angelo Consoli in connection with MOHLTC communications and update Eugene Migus.
8-Feb-18	Consoli, Angelo	0.30	review correspondence from the MOHLTC and update to Eugene and Darren;
8-Feb-18	Griffiths, Darren	0.10	Receive update from MOHLTC in connection with payments made by Schlegel Villages and remaining obligation in connection with finalized 2014 and 2015 ARR reconciliation reports.
9-Feb-18	Migus, Eugene	0.30	Update from Angelo Consoli; issue communication to Rob Schlegel regarding MOH Debt Assumption and the required payment to the Receiver.
12-Feb-18	Migus, Eugene	0.25	Discussion with Matthew Lem regarding claim of Responsive Health Care and forgiveness of interest.
13-Feb-18	Migus, Eugene	0.25	Follow-up communication with Rob Schlegel regarding OMHLTC recoverable amount.
15-Feb-18	Migus, Eugene	0.35	Follow-up communication with Rob Schlegel and his legal counsel regarding the OMHLTC refund; related inquiry from receiver's legal counsel; obtain and forward wire transfer information to Rob Schlegel.

<u>Date</u>	<u>Professional</u>	<u>Hours</u>	<u>Description</u>
15-Feb-18	Griffiths, Darren	0.20	Address inquiry received from Schlegel Villages in connection with MOHLTC audit. Related communications with Basheera Saleh (Responsive).
15-Feb-18	Bar-David, Hila	0.10	Provide Wire Instructions to Eugene via email.
16-Feb-18	Griffiths, Darren	0.20	Further communications with Schlegel Villages and Responsive regarding inquiries received from MOHLTC pertaining to pre-sale occupancy and operations.
20-Feb-18	Migus, Eugene	0.30	Review draft direction prepared by purchaser's legal counsel; related discussion with Fogler, Rubinoff LLP (Vern DaRe).
22-Feb-18	Migus, Eugene	0.60	Follow-up communication with Dan Schmidt on OMHLTC refund; telephone discussion with Ontario Ministry of Health and Long-Term Care (Ursula Dunston); related communication with Fogler, Rubinoff LLP (Vern DaRe); execute and return copy of acknowledgment and direction regarding OMHLTC refund.
23-Feb-18	Migus, Eugene	0.20	Follow-up communication with Dan Schmidt; request accounting department to confirm receipt of wire transfer.
23-Feb-18	Bar-David, Hila	0.10	Call with Eugene; email to TD Bank requesting copy of bank statement.
26-Feb-18	Migus, Eugene	0.10	Follow-up with banking department on confirmation of funds received.
5-Mar-18	Griffiths, Darren	0.20	Receipt and review of letters received from Ministry confirming purchaser's obligation relative to payment of 2014 and 2015 overpayments; related update to Eugene Migus; coordinate payment of legal invoice.
5-Mar-18	Fisher-Cobb, Emma	0.40	Preparing cheque requisition.
6-Mar-18	Consoli, Angelo	0.20	review and discuss re: MOH Notification and receipt of payment from Purchaser;
6-Mar-18	Griffiths, Darren	0.10	Update Chris Mazur on status of Ministry reconciliation and resolution with purchaser (Schlegel Villages).
14-Mar-18	Griffiths, Darren	0.10	Receipt of Gowlings legal invoice and address with Eugene Migus.
16-Mar-18	Bar-David, Hila	0.20	Post interest; Bank Reconciliation Statements
26-Mar-18	Migus, Eugene	0.30	Communication with Fogler, Rubinoff LLP (Vern DaRe); follow-up communication to Bill Dillane.

<u>Date</u>	<u>Professional</u>	<u>Hours</u>	<u>Description</u>
3-Apr-18	Migus, Eugene	0.05	Review and approve monthly bank reconciliation.
11-Apr-18	Migus, Eugene	0.10	Communication with legal counsel.
12-Apr-18	Migus, Eugene	0.70	Communication with legal counsel, Fogler, Rubinoff LLP (Vern DaRe); review and edit draft report.
13-Apr-18	Migus, Eugene	0.75	Revisions to draft report; related communication to Darren Griffiths.
13-Apr-18	Griffiths, Darren	0.20	Communications with Eugene Migus regarding pending Distribution Motion and supply requested materials.
16-Apr-18	Migus, Eugene	1.50	Revisions to draft report.
20-Apr-18	Migus, Eugene	0.50	Revisions to draft report.
24-Apr-18	Griffiths, Darren	0.20	Call with Eugene Migus to discuss pending receivership Motion and content of Court report. Investigate prior independent security review.
25-Apr-18	Griffiths, Darren	0.50	Review file materials and supply copy of prior independent security review and legal invoice to Eugene Migus. Communications with Responsive regarding Point Click Care software and coordinate account closure.
25-Apr-18	Fisher-Cobb, Emma	0.10	Phone call to Point Click Care regarding cancellation of account.
26-Apr-18	Fisher-Cobb, Emma	0.20	Email to Point Click Care following up on phone call.
27-Apr-18	Griffiths, Darren	3.50	Review file materials including Receivership Order, prior Court reports, and prior independent security review. Review receivership banking G/L. Review prior analysis of post-closing unsecured creditor liabilities. Report to Eugene Migus in connection with pending receivership Motion and updated Court report.
30-Apr-18	Migus, Eugene	0.50	Additional revisions to draft report; follow-up on security documents for Responsive.
1-May-18	Fisher-Cobb, Emma	0.50	Follow-up with Point Click Care regarding outstanding invoice; phone call to Responsive Health Management regarding same.
4-May-18	Bar-David, Hila	0.10	Post interest; bank reconciliation.
7-May-18	Griffiths, Darren	0.20	Communications with Eugene Migus regarding Responsive security and debt. Address cancellation of Point Click Care software with Responsive.

<u>Date</u>	<u>Professional</u>	<u>Hours</u>	<u>Description</u>
14-May-18	Fisher-Cobb, Emma	0.20	Emails regarding Point Click Care account invoices.
15-May-18	Bar-David, Hila	0.10	Post interest; bank reconciliation.
23-May-18	Griffiths, Darren	0.10	Coordinate payment of Folger Rubinoff legal invoice and address with Eugene Migus.
24-May-18	Griffiths, Darren	0.20	Address most current R&D with Eugene Migus in connection with Court report.
24-May-18	Casco, Carla	0:20	Set up cheque print.
24-May-18	Migus, Eugene	0.10	Instructions to Darren Griffiths.
25-May-18	Lopatina, Svetlana	0.30	Draft statement of receipts and disbursements to date.
23-Jul-18	Migus, Eugene	1.25	Revisions to draft report; update interest calculations on receiver's certificates; review draft statement of receipts and disbursements.
30-Jul-18	Migus, Eugene	0.20	Discussion with Fogler, Rubinoff LLP regarding draft report.
1-Aug-18	Migus, Eugene	0.35	Review comments from legal counsel on the draft court report; related communication with Verni DaRe.
2-Aug-18	Bar-David, Hila	0.20	Post interest; bank reconciliation.
24-Aug-18	Migus, Eugene	0.20	Telephone call from Agatha Chambers.
		<u>557.65</u>	

Exhibit "A"

Court File No. CV-13-10365-00CL

ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)

BETWEEN:

THE TORONTO-DOMINION BANK

Applicant

- and -

FAIRVIEW NURSING HOME LIMITED

Respondent

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

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AFFIDAVIT

---

BDO CANADA LIMITED  
TRUSTEE  
1 City Centre Drive  
Suite 1040  
Mississauga, Ontario  
L5B 1M2

Tel: (905) 615-8787  
Fax: (905) 615-1333



**tab I**

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

**BETWEEN:**

**THE TORONTO-DOMINION BANK**

**Applicant**

- and -

**FAIRVIEW NURSING HOME LIMITED**

**Respondent**

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

**AFFIDAVIT OF KYLE KUEPFER  
SWORN SEPTEMBER 10, 2018**

I, Kyle Kuepfer, of the City of Toronto, Province of Ontario, Barrister and Solicitor, MAKE OATH AND SAY AS FOLLOWS:

1. I am a lawyer with the law firm of Fogler, Rubinoff LLP ("FR") and have knowledge of the matters hereinafter deposed to.
2. Attached hereto as Exhibit "A" is a true copy of the interim account dated November 11, 2016, rendered from the period of April 28, 2016 to November 9, 2016 by FR to the Receiver, which account sets out the particulars of the work performed by FR with respect to this matter.
3. Attached hereto as Exhibit "B" is a true copy of the interim account dated December 11, 2017, rendered from the period of November 1, 2016 to November 27, 2017 by FR to the Receiver, which account sets out the particulars of the work performed by FR with respect to this matter.
4. Attached hereto as Exhibit "C" is a true copy of the interim account dated February 23, 2018, rendered from the period of January 11, 2018 to February 22,

2018 by FR to the Receiver, which account sets out the particulars of the work performed by FR with respect to this matter.

5. Attached hereto as Exhibit "D" is a true copy of the interim account dated May 17, 2018, rendered from the period of January 17, 2018 to May 11, 2018 by FR to the Receiver, which account sets out the particulars of the work performed by FR with respect to this matter.
6. Attached hereto as Exhibit "E" is a true copy of the interim account dated September 6, 2018, rendered from the period of July 30, 2018 to September 6, 2018 by FR to the Receiver, which account sets out the particulars of the work performed by FR with respect to this matter.
7. The total of the interim fees, disbursements and applicable taxes from April 28, 2016 to September 6, 2018 is the sum of \$64,364.61. The said accounts by FR to the Receiver are summarized as follows:

<b>Date</b>	<b>Fees*</b>	<b>Disbursements</b>	<b>HST</b>	<b>Total</b>
November 11, 2016	\$21,000.00	\$156.87	\$2,750.40	\$23,907.27
December 11, 2017	\$9,000.00	\$54.54	\$1,177.10	\$10,231.64
February 23, 2018	\$3,052.00	\$0.00	\$396.76	\$3,448.76
May 17, 2018	\$15,000.00	\$21.90	\$1,952.85	\$16,974.75
September 6, 2018	\$8,665.50	\$9.00	\$1,127.69	\$9,802.19
<b>TOTAL</b>	\$56,717.50	\$242.31	\$7,404.80	\$64,364.61

\*The total courtesy discount to date is \$4,408.75.

8. The following are the billing rates of the lawyers who have worked upon the matter together with their year of call.

Timekeeper	Hourly Rate	Year of Call
Vern W. DaRe	\$530.00 (2017) \$545.00 (2018)	1991
Scott R. Venton	\$525.00 (2017) \$550.00 (2018)	2000

9. The hourly billing rates applied are FR's normal hourly rates for this client.

SWORN before me at the City of)  
Toronto, in the Province of Ontario, this)  
10<sup>th</sup> day of September, 2018. )  
)



A Commissioner, etc.





Kyle Kuepfer

This is Exhibit "A" referred to in the Affidavit of Kyle Kuepfer sworn  
before me this 10<sup>th</sup> day of September, 2018

A handwritten signature in blue ink, appearing to read "Van Helle". The signature is fluid and cursive, with a large initial 'V' and a distinct 'H'.

A Commissioner for taking affidavits, etc.

November 11, 2016

BDO Canada Limited  
25 Main Street West, Suite 805  
Hamilton ON  
L8P 1H1  
Attention: Christopher Mazur  
Senior Vice President

**IN ACCOUNT WITH**  
Fogler, Rubinoff LLP  
77 King Street West, Suite 3000  
TD Centre North Tower  
P.O. Box 95  
Toronto, ON  
M5K 1G8  
Telephone: 416-864-9700  
Fax: 416-941-8852  
www.foglers.com

**fogler**  
rubinoff

---

**Our File: B3169 / 163717**  
**Acting as Receiver for Fairview Nursing Home Limited as Respondent in Action**  
**Commenced by The Toronto-Dominion Bank**

---

**FOR PROFESSIONAL SERVICES RENDERED** in connection with the above-noted matter from April 28, 2016 to November 9, 2016, including:

Telephone call to obtain background on April 28, 2016.	0.30
Review various emails from Darren Griffiths on April 28, 2016.	0.30
Review email from Eugene Migus re: current status and background; review email from Chris Mazur with revised instructions re:Gowlings; review email from Darren Griffiths re: contact for Fairview and Agatha Chambers; review letter from Matthew Lem to TD Bank re: "Agatha Funds" on May 5, 2016.	0.90
Review and draft emails re: preparation of Notice of Change; conference with Chris Mazur on May 10, 2016.	0.30
Review Application and Motion records to date; telephone conversation with Eugene Migus; emails to and from Scott Venton of our office on May 10, 2016.	4.30
Instructions re: preparation of Notice of Change of Lawyers; review email from Darren Griffiths attaching additional materials re: Responsive agreement on May 11, 2016.	0.40
Review and revise Notice of Motion; review and revise Notice of Change of Lawyers; review and revise Service List; review and revise draft Order on May 11, 2016.	3.40
Brief meeting with Scott Venton to receive instructions; prepare Notice of Change of Lawyers on May 11, 2016.	0.60
Telephone call with Clifton Prophet; draft and review emails re: same; prepare report to client on May 12, 2016.	0.40
Review revised draft service list; review email from Darren Griffiths and Chris Mazur re: holding off until Ministry's audits completed; telephone call re: same on May 12, 2016.	0.40

Telephone call with Clifton Prophet re: background and next steps on May 12, 2016.	0.20
Telephone conversation and email exchange with Clifton Prophet at Gowlings; telephone conversation and email exchange with Eugene Migus; revise draft Third Report of the Receiver on May 12, 2016.	1.60
Review report re: call and next steps; review email from Chris Mazur requesting call prior to issuing Notice of Change; telephone call with various lenders re: selling Vendor Take Back mortgage on May 13, 2016.	0.40
Review and revise draft Third Report of the Receiver; revise draft Order; lengthy email to Receiver regarding same on May 13, 2016.	1.60
Telephone call with BDO re: status on May 16, 2016.	0.30
Telephone conference call with Chris Mazur, Darren Griffiths and Scott Venton on May 16, 2016.	0.30
Multiple telephone calls re: vendor take-back assignment on May 18, 2016.	0.40
E-mail to client on May 24, 2016.	0.20
Review emails re: status and response re: transaction on June 1, 2016.	0.30
Telephone conversation with Darren Griffiths regarding Responsive; review email from Darren Griffiths regarding status of audits on June 1, 2016.	0.20
Review and draft email with client re: call on June 16, 2016.	0.10
Telephone call with Darren Griffiths re: status; review and draft emails re: next steps re: vendor take-back assignment on June 17, 2016.	0.50
Telephone conference call with Scott Venton and Darren Griffiths; review emails regarding same on June 17, 2016.	0.50
E-mail to and from client regarding the service and filing of the Notice of Change of Lawyers on June 20, 2016.	0.20
Notice of change on June 21, 2016.	0.60
Finalize and send Notice of Change to service list; review email from Miller, Thomson confirming they no longer represent Fairview or Agatha Chambers on June 21, 2016.	0.20
Telephone conversation with Eugene Migus on July 7, 2016.	0.20
Review email from Darren Griffiths re: issue with Ontario Ministry of Health and Long-Term Care re: unsecured claim and Ministry audits; review email from Darryl Jam, of Schlegal Villages, re: get off and review letter from Ministry of Health and Long-Term Care re: same on July 13, 2016.	0.20

Review email from client; review letter from Ministry of Health and Long-Term dated June 28, 2016 regarding refund of over-payment and right to set-off; research law including relevant Acts and case law regarding same; email to client regarding same on July 13, 2016.	2.30
Review emails re: responding to Ministry of Health and Long-Term Care on July 14, 2016.	0.10
Draft BDO letter to MOHLTC regarding its claim for recovery in the approximate amount of \$36,000; review standard funding agreement and Receivership and Approval and Vesting Order, in order to prepare draft letter for BDO on July 18, 2016.	1.30
Review emails re: Ontario Ministry of Health and Long-Term Care response on July 19, 2016.	0.20
Review update re: Ministry audits and issues MNP is having completing same; draft email re: arranging call to discuss audit and Vendor Take Back mortgage; review reply re: Vendor Take Back mortgage options on August 8, 2016.	0.30
Draft email to Darren Griffiths re: questions re: vendor take-back mortgage and review file re: same; review email attaching documents requested on August 9, 2016.	0.30
Review emails re: telephone call from Agatha Chambers on August 23, 2016.	0.20
Review voice-mail message from Agatha Chambers; email to client regarding same on August 23, 2016.	0.20
Review current status on August 30, 2016.	0.20
Telephone call to Darren Griffiths re: audits, Responsive deal and MNP's work on August 30, 2016.	0.30
Review and draft emails re: vendor take-back mortgage; telephone call with group re: potential sale on September 1, 2016.	0.40
Preparation for and attend at conference call on September 1, 2016.	0.60
Telephone call with Darren Griffiths re: next steps; telephone call with Darren Griffiths on September 1, 2016.	0.40
Preparation of instructions to Stephanie De Caria re: preparation of draft assignment on September 1, 2016.	0.40
Conference call with client and Scott Venton on September 1, 2016.	0.50
Review and draft emails re: assignment agreement on September 7, 2016.	0.20
Review and draft emails regarding assignment Agreement; meeting with Vern DaRe re: same and review draft as prepared by Stephanie De Caria on September 8, 2016.	0.20
Review and revise draft Assignment Agreement on September 8, 2016.	0.50
review mortgage and terms; draft assignment on September 8, 2016.	1.10



Review and draft emails re: assignment on September 9, 2016.	0.20
Review recent audit updates by MNP; review Land Titles Search of Property; review VTB Mortgage or charge actually registered on title; emails and telephone conversation with client regarding Schlegel's assignment to Fairview LTC Inc.; review and revise draft Assignment Agreement regarding First National on September 9, 2016.	2.50
review draft Receiver's Report and draft Assignment of Debt and Security; review and revise draft Assignment of VTB Mortgage; email to Vern DaRe regarding Assignment; review revised Assignment Agreement and blackline; review email correspondence from Vern DaRe; email to Vern regarding provisions of Assignment Agreement on September 9, 2016.	1.10
review email correspondence from Vern; review assignment and court approval provisions of Receivership Order; email to Vern regarding approval on September 10, 2016.	0.25
E-mail to client; review registered VTB mortgage in favour of BDO on September 13, 2016.	0.20
Conference with Vern DaRe re: request for confidentiality and suggestions re: service providers on September 23, 2016.	0.20
Preparation of Confidentiality and Non-Disclosure Agreement; email and telephone exchanges with Eugene Migus of BDO regarding same on September 23, 2016.	1.50
Telephone conversation with client; prepare Direction and Release regarding release of funds held by TD Bank; review Receivership Order; emails to and from Eugene Migus on October 5, 2016.	2.20
Review email from Darren Griffiths re: status update on October 7, 2016.	0.10
E-mail to Eugene Migus at BDO regarding status of release of Funds and possible sale or assignment of VTB Mortgage; read reply to same on October 14, 2016.	0.20
Review proposed changes to draft Confidentiality and Non-Disclosure Agreement by First National; email to client regarding same on October 17, 2016.	0.40
Review email from Eugene Migus and fully signed Direction and Release; email to TD's counsel regarding same and requesting the release of the Funds on October 18, 2016.	0.30
Review email from TD's counsel regarding release of Funds and reply to same; telephone conversation with Eugene Migus regarding same; email to and from Cliff Prophet at Gowlings; review earlier Endorsement of Justice Newbould in these proceedings regarding the sealing of certain documents including the Purchase Agreement; email to client regarding same on October 19, 2016.	1.20
Review documents provided in closing book prepared by Gowlings and emailed to me today, including Agreement of Purchase and Sale, assumption agreements and Bill of Sale; voice-mail exchanges with Cliff Prophet at Gowlings; email to client regarding same on October 19, 2016.	2.30



Draft and review emails with client and Vern DaRe regarding possible sale of vendor take back mortgage on October 21, 2016.	0.20
Review emails from client regarding status of First National interest in VTB Mortgage and reply to same on October 21, 2016.	0.20
Review file re: status and emails re: First National backing out; review file re: options on October 26, 2016.	0.40
Review file and draft email to Hillmount Capital Inc. re: vendor take back mortgage on October 27, 2016.	0.30
Telephone call with Bruno Persichilli re: vendor take back mortgage on October 27, 2016.	0.50
Review and draft emails re: possible purchaser of vendor take back mortgage; telephone call re: same; review email from Eugene Migus on October 28, 2016.	0.80
Draft and review emails with Hillmount Capital Inc.; review file re: same on October 28, 2016.	0.20
Telephone call with Hillmount Capital re: potential deal; draft and review emails with Hillmount Capital and client re: sale of vendor take back mortgage on October 30, 2016.	0.50
Draft and review emails with Hillmount Capital and client re: possible sale of vendor take back mortgage and background information with respect to same on October 31, 2016.	0.20
Review emails from client regarding VTB mortgage and status of TD's release of the funds on October 31, 2016.	0.20
Draft and review emails re: vendor take back mortgage on November 3, 2016.	0.30
Draft and review emails with Hillmount Capital regarding vendor take back mortgage on November 4, 2016.	0.20
Draft and review emails with client; conference with possible purchaser of mortgage; review email from Darren Griffiths re: approaching lender on November 7, 2016.	0.70
Preparation of package for possible purchaser of vendor take back mortgage on November 9, 2016.	0.30

Totals Hours: 46.65

**OUR FEE HEREIN** - Reduced from \$23,096.25 as a professional courtesy to you: **\$21,000.00**

**Disbursements**

Taxable	Copies of Instruments	\$9.00
Taxable	Faxes	\$11.25
Taxable	Postage/Registered Mail	\$11.97
Taxable	Prints	\$60.00



Taxable	Scanning	\$1.75
Taxable	Search of Title	\$62.90

Total Disbursements	\$156.87
Total Fees and Disbursements	\$21,156.87
HST @ 13% on Fees and Taxable Disbursements	\$2,750.40
<b>Total Fees, Disbursements and Taxes this Bill</b>	<b>\$23,907.27</b>

**Balance Due: \$23,907.27**

**THIS IS OUR ACCOUNT HEREIN  
FOGLER, RUBINOFF LLP**

**COPY**

THIS ACCOUNT BEARS INTEREST, COMMENCING ONE MONTH AFTER DELIVERY, AT THE RATE OF 3.30% PER ANNUM AS AUTHORIZED BY THE SOLICITORS' ACT. ANY DISBURSEMENTS NOT POSTED TO YOUR ACCOUNT ON THE DATE OF THIS STATEMENT WILL BE BILLED LATER.

E. & O.E. GST/HST No : R119420859  
Please return a copy of this account with your payment. Thank you.

**Scott R. Venton**

This is Exhibit "B" referred to in the Affidavit of Kyle Kuepfer sworn  
before me this 10<sup>th</sup> day of September, 2018

A handwritten signature in blue ink, appearing to read "Van Dine".

A Commissioner for taking affidavits, etc.

December 11, 2017

BDO Canada Limited  
25 Main Street West, Suite 805  
Hamilton ON  
L8P 1H1  
Attention: Christopher Mazur  
Senior Vice President

**IN ACCOUNT WITH**  
Fogler, Rubinoff LLP  
77 King Street West, Suite 3000  
TD Centre North Tower  
P.O. Box 95  
Toronto, ON  
M5K 1G8  
Telephone: 416-864-9700  
Fax: 416-941-8852  
www.foglers.com

**fogler**  
rubinoff

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**Our File: B3169 / 163717**  
**Acting as Receiver for Fairview Nursing Home Limited as Respondent in Action**  
**Commenced by The Toronto-Dominion Bank**

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**FOR PROFESSIONAL SERVICES RENDERED** in connection with the above-noted matter from November 1, 2016 to November 27, 2017, including:

Telephone call with Huff Capital re: vendor take back mortgage on November 1, 2016.	0.40
Review email from client re: conversation with mortgagor; draft and review emails with client on November 11, 2016.	0.40
Telephone conversations with Cliff Prophet and Eugene Migus on November 21, 2016.	0.50
Review and draft emails with client re: TD; telephone call to Katharine Kim at TD; draft email with information regarding Vendor Take Back Mortgage on November 22, 2016.	0.70
Telephone call with TD on December 2, 2016.	0.20
Review and draft emails with client re: status on December 14, 2016.	0.30
Review file and telephone call with TD on December 16, 2016.	0.50
Review file re: documents; conference with Vern DaRe re: Vendor Take Back Mortgage issues and draft and review emails with TD; prepare report to client on December 16, 2016.	0.70
Draft email to clients re: telephone call with TD and request instructions on December 18, 2016.	0.20
Review and reply to email from Eugene Migus regarding offer to acquire VTB on January 24, 2017.	0.20
Review report from Eugene Migus re: potential deal and conference with Vern DaRe re: next steps on February 1, 2017.	0.20
Telephone conversation with Eugene Migus; review Receivership Order and Assignment Agreement; email to client regarding same on February 1, 2017.	0.50



Review email from Darren Griffiths with telephone message from Schlegel Homes; draft email re: status and next steps on February 12, 2017.	0.30
Preparation for telephone call with client on status on February 15, 2017.	0.40
Conference call with client and Scott Venton on February 15, 2017.	0.30
Review email from client regarding voice mail received from Rob Schlegel indicating they are considering early repayment and draft reply on February 16, 2017.	0.20
Review email from BDO re: failure to hear from mortgagee and instructions to contact alternative possible financiers on March 2, 2017.	0.30
Review email from Eugene Migus advising that they have yet to receive a response from Rob Schlegel and asking that I follow up with our contacts to see if they will better offer from Toronto Capital Corp.; draft reply; telephone calls to various potential parties who may purchase vendor take-back mortgage on March 2, 2017.	0.50
Telephone call with potential purchaser of vendor take-back mortgage on March 3, 2017.	0.30
Review file and draft follow-up email to Hillmount Capital on March 9, 2017.	0.30
Review email from Hillmount Capital regarding vendor take-back mortgage and potential options for closing on March 13, 2017.	0.10
Draft email to BDO and Hillmount Capital to connect and regarding the vendor take-back mortgage matter on March 21, 2017.	0.20
Review and draft emails re: issues with payments and conference with Vern DaRe on March 30, 2017.	0.30
Review email exchange between Rob Schlegel and BDO and review and review remediation work required and issues related to same; review emails with amendment agreement as attachment and remediation estimate as attachment; discuss same with Vern DaRe on March 30, 2017.	0.60
Telephone conversation with Eugene Migus regarding Schlegel's alleged right under the Agreement of Purchase and Sale to deduct amount for Remediation Work from VTB Mortgage; review relevant provisions of the Agreement of Purchase and Sale and VTB Mortgage; review Environmental Report on March 30, 2017.	0.70
Review email from client attaching the CRA source deduction claim on April 27, 2017.	0.10
Review status and prepare follow-up email to client; telephone call to Darren Griffiths-voice message on May 16, 2017.	0.40
Review file status and draft and review emails with Darren Griffiths on May 17, 2017.	0.40
Conference with Vern DaRe and review emails re: call with Clifton Prophet on July 25, 2017.	0.20

Review voice-mail message from Cliff Prophet and reply to same on September 5, 2017.	0.20
Review email from Clifton Prophet; conference with Vern DaRe; review file re: status and draft email to Eugene Migus on September 6, 2017.	0.40
Review email from Clifton Prophet re: interest in vendor take-back mortgage; review emails with Eugene Migus re: interest and next steps on September 6, 2017.	0.20
Review email between Vern DaRe and Eugene Migus re: new purchaser; review file re: environmental issues on September 22, 2017.	0.20
Telephone conversation with Eugene Migus; review Approval and Vesting Order and Agreement of Purchase and Sale to address questions posed by client; email to client replying to questions on September 22, 2017.	1.40
Review email from Eugene Migus with draft assignment agreement fro Bill Dillane and re: potential removal of readjustment clause on October 25, 2017.	0.20
Telephone conversation with Eugene Migus; review emails from Eugene Migus regarding assignment of VTB on October 25, 2017.	0.30
Review draft Assignment Agreement; propose revisions to same; emails to and from client regarding same on October 26, 2017.	2.30
Telephone conversation with Eugene Migus regarding draft Assignment Agreement; make further revisions to the draft Assignment Agreement as a result of conversation with client; email to Responsive's lawyer, John Atchison regarding same on October 26, 2017.	1.30
Review and draft emails re: potential deal for sale of mortgage on October 27, 2017.	0.20
Telephone conversation with John Atchison, of Gardiner Roberts LLP, regarding draft Assignment Agreement; telephone conversations with client regarding same; emails to client on November 7, 2017.	0.80
E-mail to and from John Atchison regarding draft Assignment Agreement; email to client on November 8, 2017.	0.30
Telephone conversation with client regarding draft Assignment Agreement on November 9, 2017.	0.20
Review report from Vern DaRe re: discussions with John Atchison on November 11, 2017.	0.10
E-mails to and from prospective Purchaser's lawyer and client on November 20, 2017.	0.30
E-mail from John Atchison and reply to same; email to client on November 23, 2017.	0.20
Telephone conversation with Eugene Migus before conference call with Bill Dillane and his lawyer on November 27, 2017.	0.20
Conference call with Eugene Migus, Bill Dillane and John Atchison regarding assignment of VTB on November 27, 2017.	0.30

Totals Hours: 19.50

**OUR FEE HEREIN - Reduced from \$10,231.50 as a courtesy to you: \$9,000.00**

**Disbursements**

Taxable	Prints	\$49.50	
Taxable	Telephone - conference calls	\$5.04	
	Total Disbursements		<u>\$54.54</u>
	Total Fees and Disbursements		<u>\$9,054.54</u>
	HST @ 13% on Fees and Taxable Disbursements		<u>\$1,177.10</u>
	<b>Total Fees, Disbursements and Taxes this Bill</b>		<b><u>\$10,231.64</u></b>

**Balance Due: \$10,231.64**

**THIS IS OUR ACCOUNT HEREIN  
FOGLER, RUBINOFF LLP**

**COPY**

**Scott R. Venton**

THIS ACCOUNT BEARS INTEREST, COMMENCING ONE MONTH AFTER DELIVERY, AT THE RATE OF 3.30% PER ANNUM AS AUTHORIZED BY THE SOLICITORS' ACT. ANY DISBURSEMENTS NOT POSTED TO YOUR ACCOUNT ON THE DATE OF THIS STATEMENT WILL BE BILLED LATER.

E. & O.E. GST/HST No : R119420859  
Please return a copy of this account with your payment. Thank you.

For your convenience, we have the following payment options:

- Online banking using the Bill Payment Service at most Canadian chartered banks. Please reference your file or account number in the notes box.
- Direct Deposits at a TD Branch (please provide your Fogler, Rubinoff lawyer with a copy of the cheque and deposit receipt).
- Wire transfer (please reference your file or account number).
- Electronic Funds Transfer (EFT).
- Cheque by mail or courier.

Should you require assistance, please contact our Accounts Receivable Department at 416.864.9700 x152 or by e-mail [accountsreceivable@foglerrub.com](mailto:accountsreceivable@foglerrub.com).



This is Exhibit "C" referred to in the Affidavit of Kyle Kuepfer sworn  
before me this 10<sup>th</sup> day of September, 2018

A handwritten signature in blue ink, appearing to read "Vern D. [unclear]". The signature is written in a cursive style with a large initial letter.

A Commissioner for taking affidavits, etc.

Invoice Num: 21802468

February 23, 2018

BDO Canada Limited  
25 Main Street West, Suite 805  
Hamilton ON  
L8P 1H1  
Attention: Christopher Mazur  
Senior Vice President

**IN ACCOUNT WITH**  
Fogler, Rubinoff LLP  
77 King Street West, Suite 3000  
TD Centre North Tower  
P.O. Box 95  
Toronto, ON  
M5K 1G8  
Telephone: 416-864-9700  
Fax: 416-941-8852  
www.foglers.com



**Our File: B3169 / 163717**  
**Acting as Receiver for Fairview Nursing Home Limited as Respondent in Action**  
**Commenced by The Toronto-Dominion Bank**

**FOR PROFESSIONAL SERVICES RENDERED** in connection with the above-noted matter from January 11, 2018 to February 22, 2018, including:

Telephone conversation with Eugene Migus on January 11, 2018.	0.20
Review email from John Atchison and reply to same regarding draft documents of a possible assignment of the VTB mortgage on January 16, 2018.	0.20
E-mail from and to John Atchison, counsel for possible purchaser of VTB mortgage; email to client on January 17, 2018.	0.20
Review latest draft of Assignment Agreement emailed to me today by counsel for prospective assignee or purchaser of VTB; email to client on January 30, 2018.	1.20
Preparation of the black-lined version of the latest draft of the Assignment Agreement; email to client and John Atchinson, counsel for prospective purchaser of the VTB on January 31, 2018.	1.30
Telephone conference call with Eugene Migus and John Atchison on January 31, 2018.	0.30
Review draft Acknowledgment and Direction regarding MOH payments; telephone conversation with Eugene Migus; review emails regarding same on February 20, 2018.	0.50
Revise draft Acknowledgment and Direction; email to client and lawyer for Schlegel Villages Inc. regarding same on February 21, 2018.	1.20
Revise draft Acknowledgment and Direction regarding MOH payments and refunds; emails to Schlegel's lawyer and client regarding same on February 22, 2018.	0.50

Totals Hours: 5.60

**OUR FEE HEREIN \$3,052.00**

HST @ 13% on Fees \$396.76

**Total Fees and Taxes this Bill** **\$3,448.76**

**Balance Due:** **\$3,448.76**

**THIS IS OUR ACCOUNT HEREIN  
FOGLER, RUBINOFF LLP**

**COPY**

**Scott R. Venton**

THIS ACCOUNT BEARS INTEREST, COMMENCING ONE MONTH AFTER DELIVERY, AT THE RATE OF 3.30% PER ANNUM AS AUTHORIZED BY THE SOLICITORS' ACT. ANY DISBURSEMENTS NOT POSTED TO YOUR ACCOUNT ON THE DATE OF THIS STATEMENT WILL BE BILLED LATER.

**E. & O.E.**

**GST/HST No : R119420859**


*Please return a copy of this account with your payment. Thank you.*

For your convenience, we have the following payment options:

- Online banking using the Bill Payment Service at most Canadian chartered banks. Please reference your file or account number in the notes box.
- Direct Deposits at a TD Branch (please provide your Fogler, Rubinoff lawyer with a copy of the cheque and deposit receipt).
- Wire transfer (please reference your file or account number).
- Electronic Funds Transfer (EFT).
- Cheque by mail or courier.

Should you require assistance, please contact our Accounts Receivable Department at 416.864.9700 x152 or by e-mail [accountsreceivable@foglers.com](mailto:accountsreceivable@foglers.com).

This is Exhibit "D" referred to in the Affidavit of Kyle Kuepfer sworn  
before me this 10<sup>th</sup> day of September, 2018

A handwritten signature in blue ink, appearing to read "Vern Dale". The signature is written in a cursive style with a large initial 'V' and a prominent loop at the end.

A Commissioner for taking affidavits, etc.

Invoice Num: 21806643

May 17, 2018

BDO Canada Limited  
25 Main Street West, Suite 805  
Hamilton ON  
L8P 1H1  
Attention: Christopher Mazur  
Senior Vice President

IN ACCOUNT WITH  
Fogler, Rubinoff LLP  
77 King Street West, Suite 3000  
TD Centre North Tower  
P.O. Box 95  
Toronto, ON  
M5K 1G8  
Telephone: 416-864-9700  
Fax: 416-941-8852  
www.foglers.com

fogler  
rubinoff

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**Our File: B3169 / 163717**  
**Acting as Receiver for Fairview Nursing Home Limited as Respondent in Action**  
**Commenced by The Toronto-Dominion Bank**

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**FOR PROFESSIONAL SERVICES RENDERED** in connection with the above-noted matter from January 17, 2018 to May 11, 2018, including:

Review memo and emails, and meeting with Vern DaRe, regarding BDO's receipt of Ministry of Health payments (\$314,000) and review acknowledgement and direction with respect to same; discussion with Vern DaRe on February 23, 2018.	0.30
E-mails to client regarding status of VTB mortgage assignment documents on March 21, 2018.	0.20
Telephone voice-mail message to John Atchison regarding status of draft Assignment Agreement; email to client on March 26, 2018.	0.20
Telephone conversation with Eugene Migus; review file including Receivership Order, Approval and Vesting Order and Service List; discussion with Scott Venton on March 26, 2018.	1.30
Preparation of first draft of notice of motion; review VTB Mortgage and Agreement of Purchase and Sale; review adjustment provisions regarding remediation in the Agreement of Purchase and Sale; review earlier court order including Appointment Order, Approval and Vesting Order and Distribution Order on March 27, 2018.	4.20
Review and revise draft notice of motion; email same to Eugene Migus for review and comment; draft Order; begin drafting Factum on March 28, 2018.	5.20
Review and highlight cases for Brief of Authorities; review and revise Factum; lengthy email to Eugene Migus on March 29, 2018.	4.30
Revise Factum and draft Order; add cases to Brief of Authorities on April 3, 2018.	2.30
E-mail from John Atchison, lawyer for Bill Dillane; email to client on April 3, 2018.	0.20

Preparation of draft Third Report of the Receiver; review earlier Court Orders; review documents in relation to Reconciliation and release of funds from TD to Receiver on April 10, 2018.	5.30
Revise draft Third Report and Factum; email exchange with Eugene Migus on April 11, 2018.	2.20
E-mails to Eugene Migus regarding Third Report of Receiver on April 11, 2018.	0.30
Telephone conversation with Eugene Migus on April 12, 2018.	0.20
Telephone message from Eugene Migus regarding Receiver's Report; email to Eugene Migus regarding same on April 20, 2018.	0.20
Review and revise our Fee Affidavit, draft Order and factum for the forthcoming motion on April 26, 2018.	2.20
E-mail to Cliff Prophet at Gowlings; email from and to client on May 1, 2018.	0.50
Discussions with Vern DaRe regarding motion and brief review of status; discussion with Vern DaRe regarding dealing with Cliff Prophet's time on May 11, 2018.	0.20

Totals Hours: 29.30

**OUR FEE HEREIN - Reduced from \$16,081.00 as a courtesy to you: \$15,000.00**

**Disbursements**

Taxable	Prints	\$21.90	
	Total Disbursements		<u>\$21.90</u>
	Total Fees and Disbursements		<u>\$15,021.90</u>
	HST @ 13% on Fees and Taxable Disbursements		<u>\$1,952.85</u>
	<b>Total Fees, Disbursements and Taxes this Bill</b>		<b><u>\$16,974.75</u></b>

**Balance Due: \$16,974.75**

**THIS IS OUR ACCOUNT HEREIN  
FOGLER, RUBINOFF LLP**

  
**Scott R. Venton**

THIS ACCOUNT BEARS INTEREST, COMMENCING ONE MONTH AFTER DELIVERY, AT THE RATE OF 3.30% PER ANNUM AS AUTHORIZED BY THE SOLICITORS' ACT. ANY DISBURSEMENTS NOT POSTED TO YOUR ACCOUNT ON THE DATE OF THIS STATEMENT WILL BE BILLED LATER.

**E. & O.E.** **GST/HST No : R119420859**  
Please return a copy of this account with your payment. Thank you.



For your convenience, we have the following payment options:

- Online banking using the Bill Payment Service at most Canadian chartered banks. Please reference your file or account number in the notes box.
- Direct Deposits at a TD Branch (please provide your Fogler, Rubinoff lawyer with a copy of the cheque and deposit receipt).
- Wire transfer (please reference your file or account number).
- Electronic Funds Transfer (EFT).
- Cheque by mail or courier.

Should you require assistance, please contact our Accounts Receivable Department at 416.864.9700 x152 or by e-mail [accountsreceivable@foglerrub.com](mailto:accountsreceivable@foglerrub.com).

This is Exhibit "E" referred to in the Affidavit of Kyle Kuepfer sworn  
before me this 10<sup>th</sup> day of September, 2018

A handwritten signature in blue ink, appearing to read "Vern D. [unclear]". The signature is fluid and cursive.

A Commissioner for taking affidavits, etc.



Invoice Num: 21812550

September 6, 2018

BDO Canada Limited  
25 Main Street West, Suite 805  
Hamilton ON  
L8P 1H1  
Attention: Christopher Mazur  
Senior Vice President

IN ACCOUNT WITH  
Fogler, Rubinoff LLP  
77 King Street West, Suite 3000  
TD Centre North Tower  
P.O. Box 95  
Toronto, ON  
M5K 1G8  
Telephone: 416-864-9700  
Fax: 416-941-8852  
www.foglers.com



**Our File: B3169 / 163717**  
**Acting as Receiver for Fairview Nursing Home Limited as Respondent in Action**  
**Commenced by The Toronto-Dominion Bank**

**FOR PROFESSIONAL SERVICES RENDERED** in connection with the above-noted matter from July 30, 2018 to September 6, 2018, including:

Review draft Third Report as revised by the Receiver; telephone conversation with Eugene Migus; email exchanges with Eugene Migus on July 30, 2018.	1.50
Revise draft Third Report of the Receiver; review relevant provisions of the Limitations Act with respect to potential claims by unpaid suppliers on July 31, 2018.	2.30
Review and revise notice of motion, draft Order and factum for forthcoming motion on July 31, 2018.	3.60
E-mails to Eugene Migus regarding draft Third Report of the Receiver on August 1, 2018.	0.30
E-mails from and to Eugene Migus regarding draft Third Report and how to deal with certain issues in the draft Report; telephone message left with Eugene Migus regarding same on August 1, 2018.	0.40
Telephone conversation with Eugene Migus; revise draft Third Report; revise notice of motion and draft Order; email to Cliff Prophet at Gowlings on August 23, 2018.	3.20
Review email from Eugene Migus and reply to same; email to Cliff Prophet regarding fee affidavit on September 4, 2018.	0.30
Telephone conversation with Eugene Migus; email from Cliff Prophet and reply to same regarding fee affidavit; review Gowlings' Fee Affidavit; review and finalize Motion materials for motion returnable September 19, 2018, including notice of motion, draft order and factum on September 6, 2018.	4.30

Totals Hours: 15.90

**OUR FEE HEREIN \$8,665.50**



**Disbursements**

Taxable	Prints	\$9.00	
		Total Disbursements	\$9.00
		Total Fees and Disbursements	\$8,674.50
		HST @ 13% on Fees and Taxable Disbursements	\$1,127.69
		<b>Total Fees, Disbursements and Taxes this Bill</b>	<b>\$9,802.19</b>
		<b>Balance Due:</b>	<b>\$9,802.19</b>

**THIS IS OUR ACCOUNT HEREIN  
FOGLER, RUBINOFF LLP**

THIS ACCOUNT BEARS INTEREST, COMMENCING ONE MONTH AFTER DELIVERY, AT THE RATE OF 3.30% PER ANNUM AS AUTHORIZED BY THE SOLICITORS' ACT. ANY DISBURSEMENTS NOT POSTED TO YOUR ACCOUNT ON THE DATE OF THIS STATEMENT WILL BE BILLED LATER.

*Ven Date Imp*

E. & O.E. GST/HST No : R119420859  
Please return a copy of this account with your payment. Thank you.

pr: **Scott R. Venton**

For your convenience, we have the following payment options:

- Online banking using the Bill Payment Service at most Canadian chartered banks. Please reference your file or account number in the notes box.
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- Wire transfer (please reference your file or account number).
- Electronic Funds Transfer (EFT).
- Cheque by mail or courier.

Should you require assistance, please contact our Accounts Receivable Department at 416.864.9700 x152 or by e-mail [accountsreceivable@foglers.com](mailto:accountsreceivable@foglers.com).

**tab J**

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

BETWEEN:

**THE TORONTO-DOMINION BANK**

Applicant

- and -

**FAIRVIEW NURSING HOME LIMITED**

Respondent

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

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**AFFIDAVIT OF CLIFTON P. PROPHET  
(Sworn September 6, 2018)**

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I, **CLIFTON P. PROPHET**, of the City of Toronto, in the Province of Ontario,

**MAKE OATH AND SAY:**

1. I am a partner in the law firm of Gowling WLG (Canada) LLP ("**Gowlings**"). I am the billing professional for billings related to Gowlings' retainer with BDO Canada Limited ("**BDO**") as receiver and manager of Fairview Nursing Home Limited ("**Fairview**") and as such have personal knowledge of the matters that I hereinafter depose.


2. Pursuant to an Order of the Honourable Mr. Justice Brown dated December 20, 2013 (the "**Appointment Order**"), BDO was appointed as receiver and manager (the "**Receiver**") of Fairview.


3. Gowlings has provided services and incurred disbursements in relation to general matters arising in the receivership of Fairview for the period from July 30, 2014 to and including March 2, 2016, as described in the Legal Costs Summary and the detailed invoice for Gowlings, all of which are attached hereto as **Exhibit "A"** (the "**Gowlings Dockets**").

4. Based on my review of the Gowlings Dockets and my personal knowledge of this matter, the Gowlings Dockets represent a fair and accurate description of the services provided and the amounts charged by Gowlings.

5. I swear this affidavit in support of a motion for, among other things, approval of the Receiver's fees and disbursements and those of its counsel and for no other or improper purpose.

**SWORN BEFORE ME** in the City of Toronto in the Province of Ontario on September 6, 2018

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

}  
  
\_\_\_\_\_  
Clifton P. Prophet

THIS IS EXHIBIT "A"  
TO THE AFFIDAVIT OF  
**CLIFTON P. PROPHET**  
SWORN BEFORE ME THIS  
**6<sup>TH</sup> DAY OF SEPTEMBER, 2018**



---

A commissioner for taking affidavits

*Thomas Bertone*

**EXHIBIT "A"**

**LEGAL COSTS SUMMARY**

**Receivership of Fairview Nursing Home Limited**

<b>LAWYER</b>	<b>YEAR OF CALL</b>	<b>HOURLY RATE (2014)</b>	<b>NO. HRS</b>	<b>HOURLY RATE (2015)</b>	<b>NO. HRS</b>	<b>HOURLY RATE (2016)</b>	<b>NO. HRS</b>
Allen V. Craig	1980	\$735	6.4	–	–	–	–
Susan D. Rosen	1989	–	–	\$645	0.3	–	–
Clifton Prophet	1993	\$775	3.8	\$815	34.6	\$825	1.4
Rachel C. Conway	1998	\$645	0.7	\$665	4.4	–	–
Steven R. Willard	1999	–	–	\$695	1.8	–	–
Michael Bussmann	2001	–	–	\$895	0.5	–	–
Leila J. Burden Nixon	2005	–	–	\$610	24.1	–	–
Frank D. Lamie	2007	\$555	89.6	\$595	20.3	–	–
Ava Kim	2009	\$480	7.3	\$530	1.6	–	–
Carl Hinzmann	2011	–	–	\$465	0.5	–	–
Haddon Murray	2012	–	–	\$430	37.7	\$450	11.3
Delna Contractor	2015	–	–	\$245	8.6	–	–
Thomas F. Gertner	2015	–	–	\$245	2.0	–	–
Evan Stitt	2016	–	–	\$245	0.8	–	–
Michael Lay	Law Clerk	\$305	0.4	–	–	–	–
Lina Santos	Law Clerk	\$290	0.4	\$300	1.4	–	–
Catherine E. Ridout	Law Clerk	–	–	\$300	4.5	–	–
Melissa McDonald	Law Clerk	\$240	0.5	\$240	0.2	–	–
Hilary Chancey	Law Clerk	\$240	3.5	–	–	–	–
Mark Emmanuel	Law Clerk	–	–	\$125	0.1	–	–
Total number of hours billed:						268.7	
Total fees billed:						\$143,482	
Average hourly rate:						\$534	



montréal · ottawa · toronto · hamilton · waterloo region · calgary · vancouver · beijing · moscow · london

BDO Canada Limited  
ATTN: Matthew Lem  
Partner & Senior Vice President  
25 Main Street West  
Suite 805  
Hamilton ON L8P 1H1

September 30, 2014  
INVOICE: 18060375

Our Matter: T996710 / 189570  
RE: Receivership of Fairview Nursing Home Limited

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**TO OUR FEE:**

Fees for Professional Services	\$38,766.50
HST on Fees	5,039.65
<b>Total Fees and Taxes</b>	<b>43,806.15</b>

**DISBURSEMENTS:**

Disbursements (Taxable)	1,077.13
HST on Disbursements	140.03
<b>Total Disbursements and Taxes</b>	<b>1,217.16</b>

**TOTAL INVOICE BALANCE:**

Total for this Invoice	45,023.31
[ Total HST: \$5,179.68 ]	
<b>Please remit total invoice balance due:</b>	<b>In Canadian Dollars <u>\$45,023.31</u></b>

**GOWLING LAFLEUR HENDERSON LLP**

PER **Cliff Prophet**

Our services are provided in accordance with our Standard Retainer Terms ([www.gowlings.com/RetainerTerms](http://www.gowlings.com/RetainerTerms)), subject to any other written retainer agreement entered into between the parties.

Terms: due upon receipt  
Interest at the rate of 1.3% per annum will be charged on all amounts not paid within one month from the date of this invoice

Errors and omissions excluded  
GST/HST: 11936 4511 RT

page 1 of 8



**BDO Canada Limited**  
**Our Matter: T996710**  
**Receivership of Fairview Nursing Home Limited**

**PROFESSIONAL SERVICES**

<b>Date</b>	<b>Hours</b>	<b>Timekeeper</b>	<b>Description</b>
30/07/2014	0.80	Cliff Prophet	Discussions with M. Lem re union issues; call with M. Lem and R. Salisbury;
05/08/2014	0.10	Frank D. Lamie	Attendance to correspondence and enclosures from S. Mitra;
07/08/2014	1.00	Allen V Craig	Extensive exchange of communications and conference(s) with client as well as representatives of company under consideration for receivership transfer of Fairview as well as conference(s) with union representative regarding matters of importance with respect to receivership transfer of operation;
07/08/2014	0.10	Frank D. Lamie	Attendance to correspondence from M. Lem; attendance to correspondence from S. Mitra;
11/08/2014	0.50	Allen V Craig	Ongoing exchange of communications and conference with M. Lem and union assistant to executive director T. Cadeau regarding Fairview - SEIU collective agreement matters and considerations as to potential resolution with respect to issues between respective purchaser and union;
12/08/2014	3.00	Allen V Craig	Preparation for and subsequent meeting with M. Lem as well as further attendance at meeting with SEIU executive for purposes of addressing ongoing receivership matter and subsequent conference call(s) with Bass Associates/in-house counsel - with respect to SEIU matters as well as ongoing exchange of communications and conference call(s) with client and union representative T. Cadeau;
12/08/2014	0.10	Frank D. Lamie	Attendance to correspondence and enclosure from S. Mitra;
13/08/2014	0.50	Allen V Craig	Ongoing exchange of communications with union representative regarding meetings with Schlegel and considerations with respect to resolutions regarding acquisition matter as well as exchange of updates with M. Lem of BDO;
13/08/2014	0.40	Cliff Prophet	Further dealings with union issue and court scheduling;
14/08/2014	0.30	Frank D. Lamie	Attendance to voice mail from M. Lem; attendance to correspondence from D. Schmidt; attendance to correspondence from C. Prophet; attendance to further correspondence from D. Schmidt; attendance to correspondence from P. Gertler; attendance to correspondence from D. Schmidt;
18/08/2014	0.30	Allen V Craig	Exchange of communications and conference with BDO executive representative regarding Fairview matters; subsequent further follow up with union regarding status of collective bargaining considerations;
20/08/2014	0.40	Allen V Craig	Ongoing exchange of communications with BDO representative with respect to Fairview Nursing Home as well as

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Date	Hours	Timekeeper	Description
			communication with union representative confirming status of negotiations as between purchaser and SEIU and reporting to client as related thereto;
20/08/2014	0.20	Cliff Prophet	Calls with client re remaining union issues;
25/08/2014	2.70	Frank D. Lamie	Attendance to meeting with C. Prophet; attendance to call to D. Schmidt; attendance to conference call with C. Prophet and M. Lem; attendance to instructions from C. Prophet; attendance to voice mail from D. Schmidt; attendance to phone call to D. Schmidt; attendance to correspondence and enclosure from C. Prophet; attendance to further meeting with and instructions from C. Prophet; attendance to materials and review agreement of purchase and sale and outstanding issues;
25/08/2014	1.70	Cliff Prophet	Calls with M. Lem and S. Mitra; call with D. Schmidt; instructions to F. Lamie;
26/08/2014	0.40	Allen V Craig	Exchange of communications with F. Lamie with regard to union grievance matters - arbitration considerations; subsequent conference with union representative for purposes of clarification as to outstanding arbitral issues; subsequent reporting back to client as to related thereto;
26/08/2014	2.80	Frank D. Lamie	Attendance to voicemail from D. Schmidt; attendance to conference call with D. Schmidt; attendance to phone call with M. Lem; attendance to correspondence to M. Lem and C. Prophet; attendance to phone call to P. Gertler; attendance to correspondence to P. Gertler; attendance to phone call to A. Craig; attendance to detailed correspondence to A. Craig; attendance to correspondence from A. Craig; attendance to correspondence to M. Lem; attendance to correspondence and enclosure from M. Lem; attendance to correspondence and enclosure to A. Craig; attendance to further correspondence with P. Gertler; attendance to various correspondence with A. Craig; attendance to conference call with P. Gertler; attendance to further correspondence with A. Craig; Attendance to conference call with P. Gertler; attendance to update to C. Prophet; attendance to correspondence from M. Lem and P. Gertler; attendance to detailed correspondence to M. Lem; attendance to conference call with and instructions from M. Lem; attendance to correspondence to A. Craig; attendance to further detailed correspondence to A. Craig; attendance to further correspondence with A. Craig;
27/08/2014	0.30	Allen V Craig	Ongoing exchange of communications with F. Lamie with regard to potential resolution of outstanding grievance/arbitration matters with receiver as opposed to Schlegel; request for further information for purposes of addressing said consideration;
27/08/2014	1.20	Frank D. Lamie	Attendance to correspondence from A. Craig; attendance to further correspondence and instructions to A. Craig; attendance to further correspondence from A. Craig; attendance to

Terms: due upon receipt  
 Interest at the rate of 1.3% per annum will be charged on all amounts not paid within one month from the date of this invoice

Errors and omissions excluded

Date	Hours	Timekeeper	Description
			voicemail from P. Gertler; attendance to phone call to P. Gertler; attendance to phone call to D. Schmidt; attendance to phone call with and instructions from M. Lem; attendance to phone call to D. Schmidt; attendance to further correspondence with M. Lem; attendance to voicemail from D. Schmidt; attendance to phone call with P. Gertler;
28/08/2014	0.20	Frank D. Lamie	Attendance to call with D. Schmidt;
28/08/2014	0.90	Frank D. Lamie	Attendance to meeting with C. Prophet; attendance to correspondence from D. Schmidt; attendance to correspondence to M. Lem; attendance to phone call to S. Mitra; attendance to detailed correspondence from D. Schmidt; attendance to correspondence to M. Lem; attendance to material from C. Prophet; attendance to meeting with C. Prophet; attendance to correspondence with M. Lem; attendance to correspondence to P. Gertler;
29/08/2014	1.20	Frank D. Lamie	Attendance to correspondence from P. Gertler; attendance to phone call with M. Lem; attendance to phone call with D. Schmidt; attendance to correspondence from D. Schmidt; attendance to voice mail from D. Schmidt; attendance to correspondence and enclosures from D. Schmidt; attendance to correspondence and enclosure to M. Lem and P. Gertler; attendance to correspondence to M. Lem; attendance to phone call with M. Lem; attendance to phone call to D. Schmidt; attendance to phone call with and instructions from M. Lem; attendance to correspondence to D. Schmidt; attendance to correspondence to P. Gertler;
29/08/2014	0.30	Cliff Prophet	E-mails from D. Schmidt; directions to F. Lamie;
02/09/2014	0.60	Frank D. Lamie	Attendance to correspondence from M. Lem; attendance to correspondence to P. Gertler and L. Chambers; attendance to correspondence from P. Gertler; attendance to correspondence to M. Lem and C. Prophet; attendance to voicemail from M. Lem; attendance to phone call to M. Lem; attendance to phone call with M. Lem; attendance to phone call with and instructions from M. Lem;
03/09/2014	1.60	Frank D. Lamie	Attendance to correspondence to P. Gertler; attendance to call to P. Gertler; attendance to correspondence with M. Lem; attendance to voicemail from P. Gertler; attendance to phone call with P. Gertler; attendance to voicemail from P. Gertler; attendance to correspondence with D. Schmidt; attendance to phone call to P. Gertler; attendance to correspondence with M. Lem; attendance to phone call with P. Gertler; attendance to phone call with P. Gertler; attendance to call with M. Lem; attendance to call to P. Gertler; attendance to call with P. Gertler; attendance to phone call with M. Lem; attendance to various correspondence with A. Craig; attendance to conference call with M. Lem; attendance to update to C. Prophet; attendance to conference call with M. Lem;

Terms: due upon receipt  
 Interest at the rate of 1.3% per annum will be charged on all amounts not paid within one month from the date of this invoice

Errors and omissions excluded

<b>Date</b>	<b>Hours</b>	<b>Timekeeper</b>	<b>Description</b>
04/09/2014	1.90	Frank D. Lamie	Attendance to correspondence with D. Schmidt; attendance to correspondence with P. Gertler; attendance to revise amending agreement; attendance to correspondence and enclosures to P. Gertler; attendance to correspondence and enclosures from P. Gertler; attendance to correspondence and enclosures to M. Lem; attendance to correspondence and enclosure from M. Lem; attendance to correspondence and enclosure from D. Schmidt; attendance to further correspondence and enclosures from D. Schmidt; attendance to further correspondence from D. Schmidt;
05/09/2014	0.20	Frank D. Lamie	Attendance to correspondence from A. Cano; attendance to correspondence to M. Lem; attendance to correspondence and enclosure from M. Lem;
06/09/2014	0.30	Frank D. Lamie	Attendance to review and comment on draft report to Court and confidential report to Court;
09/09/2014	2.40	Frank D. Lamie	Attendance to draft First Report to the Court;
10/09/2014	3.20	Frank D. Lamie	Attendance to review and comment on report; attendance to correspondence, enclosure, and comments to M. Lem and C. Prophet; attendance to review and revise report to Court; attendance to further correspondence and enclosure to M. Lem and C. Prophet;
11/09/2014	5.20	Frank D. Lamie	Attendance to review and revise report to Court; attendance to phone call with M. Lem; attendance to correspondence and enclosures from M. Lem; attendance to review comments from M. Lem; attendance to motion material; attendance to correspondence with D. Schmidt; attendance to correspondence with J. Willis;
12/09/2014	0.50	Hilary Chancey	Fairview Nursing Home Limited - attendance to ppsa search and certificate;
12/09/2014	5.50	Frank D. Lamie	Attendance to meeting with L. Taylor; attendance to meeting with and material to C. Prophet; attendance to correspondence and instructions to L. Taylor; attendance to meeting with and instructions to L. Taylor; attendance to Notice of Motion;
12/09/2014	0.20	Michael Lay	Engaged in conducting title subsearch of 14 Cross Street, Toronto; obtaining copy of deed from Teraview to confirm address;
13/09/2014	4.70	Frank D. Lamie	Attendance to correspondence and enclosures to J. Willis; attendance to correspondence and enclosures to M. Lem; attendance to further correspondence to M. Lem and C. Prophet; attendance to various correspondence with C. Prophet;
15/09/2014	5.30	Frank D. Lamie	Attendance to correspondence enclosure and comments from J. Willis; attendance to review and revise Notice of Motion and draft Approval and Vesting Order; attendance to meeting with H. Chancey; attendance to meeting with and instructions from L. Taylor; attendance to correspondence and enclosures from H. Chancey; attendance to correspondence and enclosures to M. Lem; attendance to phone call with M. Lem; attendance to

Terms: due upon receipt  
 Interest at the rate of 1.3% per annum will be charged on all amounts not paid within one month from the date of this invoice

Errors and omissions excluded

Date	Hours	Timekeeper	Description
16/09/2014	3.90	Frank D. Lamie	phone call with and comments from P. Gertler; attendance to correspondence to M Lem; attendance to correspondence to H. Chancey and L. Taylor; attendance to phone call with M. Lem; attendance to further phone call with M Lem; attendance to various phone calls with M. Lem; attendance to finalize court material; attendance to service; attendance to phone call with M. Lem; attendance to correspondence and enclosure to M. Lem; attendance to further correspondence and enclosure to M. Lem; attendance to various phone calls with and correspondence and enclosures to M. Lem;
17/09/2014	0.80	Frank D. Lamie	Attendance to final revisions to Factum; attendance to various correspondence and enclosure to/from M. Lem; attendance to review final version of draft report; attendance to instructions to L. Taylor; attendance to correspondence and enclosure to T. Gertner;
18/09/2014	3.90	Frank D. Lamie	Attendance to review Confidential Supplement to First Report; attendance to correspondence and enclosure to M. Lem; Attendance to review material; attendance to correspondence enclosure, and comments to M. Lem; attendance to phone call with and instructions from M. Lem; attendance to correspondence to M. Orr and S. Valair; attendance to voice mail from S. Valair; attendance to phone call to S. Valair; attendance to correspondence and enclosure from S. Valair; attendance to correspondence and enclosure to M. Lem; attendance to phone call with M. Lem; attendance to phone call with S. Valair; attendance to phone call with D. Schmidt; attendance to phone call with D. Schmidt; attendance to correspondence from D. Schmidt; attendance to correspondence to D. Schmidt; attendance to correspondence to M. Lem; attendance to conference call with T. Buckley;
19/09/2014	3.10	Frank D. Lamie	Attendance to review finalized version of the First Report to the Court of BDO and the Confidential Supplement to the First Report; Attendance to instructions to L. Taylor; Attendance to correspondence to M. Lem; Attendance to correspondence from S. Valair; attendance to correspondence to M. Lem and C. Prophet; attendance to correspondence to S. Valair, D. Schmidt. and P. Gertler; attendance to correspondence from D. Schmidt;
22/09/2014	4.10	Frank D. Lamie	Attendance to correspondence, enclosure, and instructions to L. Taylor; attendance to factum; Attendance to phone call with P. Gertler; attendance to phone call with S. Valair; attendance to correspondence and enclosure to P. Gertler; attendance to correspondence to S. Valair; attendance to correspondence to M. Lem; attendance to meeting with and instructions from C. Prophet; attendance to voice mail from J. Rosekat; attendance to call with J. Rosekat; attendance to call with M. Lem; attendance to further phone call with M. Lem; attendance to various correspondence with M. Lem; attendance to correspondence and enclosure to J. Rosekat; attendance to various correspondence

Terms: due upon receipt  
 Interest at the rate of 1.3% per annum will be charged on all amounts not paid within one month from the date of this invoice



September 30, 2014  
INVOICE: 18060375

Date	Hours	Timekeeper	Description
			with S. Valair; attendance to correspondence and enclosure to S. Valair; attendance to further correspondence and enclosures to S. Valair;

**Total Fees for Professional Services** \$38,766.50

**DISBURSEMENTS**

**Taxable Costs**

Copying			\$661.50
Scanning Service			\$51.25
Binding			\$55.20
Courier			\$32.58
Courier - FedEx			\$77.54
PPSA Online Search - Taxable			\$16.00
TeraView (Ontario) Online Searches & Registration - Taxable			\$25.00
12/08/2014		Mileage - Local Travel VENDOR: Craig, Allen V. INVOICE#: 0640063809031606 DATE: 09/03/2014 Craig, Allen, Mileage to meet with SEIU union executive 78.00 kilometers 08/12/14	\$31.06
19/09/2014		Court Fees VENDOR: Gray, Katelyn INVOICE#: 0652919109201206 DATE: 09/20/2014 Gray, Katelyn, Filing a Notice Motion re CV-13-00010365-00CL the Toronto-Dominion Bank v. Fairview Nursing Home Limited 09/19/14	\$127.00
<b>Total Taxable Disbursements</b>			<u>\$1,077.13</u>

Terms: due upon receipt  
Interest at the rate of 1.3% per annum will be charged on all amounts not paid within one month from the date of this invoice

Errors and omissions excluded

**Remittance Copy**

Client: 189570 BDO Canada Limited  
Matter: T996710  
RE: Receivership of Fairview Nursing Home Limited  
Amount Due: \$45,023.31

---

**PAYMENT BY CHEQUE:**

**Please return this page with your payment payable to Gowling Lafleur Henderson LLP**

**Remit to:** Gowling Lafleur Henderson LLP  
PO Box 466, STN D  
Ottawa, ON K1P 1C3  
Canada

**PAYMENT BY WIRE TRANSFER:**

**Pay by Swift MT 103 Direct to:**  
SWIFTCODE: CIBCCATT

**BENEFICIARY BANK:** Canadian Imperial Bank of Commerce  
119 Sparks Street, Ottawa, ON K1P 5B5

**TRANSIT NUMBER:** 0010-00006

**BENEFICIARY ACCOUNT NAME:** Gowling Lafleur Henderson LLP  
160 Elgin Street, Suite 2600, Ottawa ,ON K1P 1C3

**BENEFICIARY ACCOUNT NUMBER(S):** CDN Account: 41-02916  
USD Account: 02-21015

**International payments intermediary banking information:**  
USD WELLS FARGO BANK, N.A. PNBUS3NNYC (ABA 026005092)

\* if paying by wire or EFT please e-mail the remittance details to [payments@gowlings.com](mailto:payments@gowlings.com)



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BDO Canada Limited  
ATTN: Matthew Lem  
Partner & Senior Vice President  
25 Main Street West  
Suite 805  
Hamilton ON L8P 1H1

November 26, 2014  
INVOICE: 18094572

Our Matter: T996710 / 189570  
RE: Receivership of Fairview Nursing Home Limited

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**TO OUR FEE:**

Fees for Professional Services	\$10,637.00
HST on Fees	1,382.81
<b>Total Fees and Taxes</b>	<b>12,019.81</b>

**DISBURSEMENTS:**

Disbursements (Taxable)	231.85
HST on Disbursements	30.14
<b>Total Disbursements and Taxes</b>	<b>261.99</b>

**TOTAL INVOICE BALANCE:**

Total for this Invoice	12,281.80
[ Total HST: \$1,412.95 ]	
<b>Please remit total invoice balance due:</b>	<b>In Canadian Dollars <u><u>\$12,281.80</u></u></b>

**GOWLING LAFLEUR HENDERSON LLP**

PER Cliff Prophet

Our services are provided in accordance with our Standard Retainer Terms ([www.gowlings.com/RetainerTerms](http://www.gowlings.com/RetainerTerms)), subject to any other written retainer agreement entered into between the parties.

Terms: due upon receipt  
Interest at the rate of 1.3% per annum will be charged on all amounts not paid within one month from the date of this invoice

Errors and omissions excluded  
GST/HST: 11936 4511 RT

page 1 of 4



**BDO Canada Limited**  
**Our Matter: T996710**  
**Receivership of Fairview Nursing Home Limited**

**PROFESSIONAL SERVICES**

<b>Date</b>	<b>Hours</b>	<b>Timekeeper</b>	<b>Description</b>
22/09/2014	0.50	Melissa McDonald	Fairview Nursing Home Limited - attendance to ppsa search and certificate;
23/09/2014	1.20	Frank D. Lamie	Attendance to correspondence to M. Lem; attendance to correspondence and enclosure from M. Lay; attendance to review updated material; attendance to brief of law;
23/09/2014	0.20	Michael Lay	Engaged in conducting title subsearch of 14 Cross Street, Toronto to update title search; email to F. Lamie to report subsearch results;
24/09/2014	5.20	Frank D. Lamie	Attendance to phone call with S. Valair; attendance to correspondence and enclosure from S. Valair; attendance to correspondence with D. Schmidt; attendance to correspondence and enclosure to M. Lem; attendance to correspondence with J. Rosekat; attendance to correspondence to M. Lem; attendance to material from and instructions to L. Taylor; attendance to further correspondence with M. Lem; attendance to phone call with and instructions from C. Prophet; attendance to phone call with B. Moran; attendance to correspondence and enclosure from P. Gertler; attendance to review material in preparation for Court;
25/09/2014	5.20	Frank D. Lamie	Attendance to run blacklines; attendance to brief of law; attendance to instructions to S. Therein; attendance to finalize Court Orders; attendance to preparation for Court; attendance to meeting with M. Lem; attendance to meeting with J. Willis; attendance to meeting with B. Moran; attendance in Court before Justice Newfound; attendance to issuance and entry of Court Orders; attendance to instructions to F. Sasso; attendance to correspondence from D. Schmidt;
26/09/2014	0.70	Frank D. Lamie	Attendance to correspondence from D. Schmidt; attendance to call with and instructions from M. Lem; attendance to call to D. Schmidt; attendance to correspondence and enclosure to M Lem; attendance to revise material; attendance to security material request; attendance to further correspondence with D.Schmidt;
29/09/2014	0.10	Frank D. Lamie	Attendance to correspondence from D. Schmidt;
30/09/2014	2.10	Frank D. Lamie	Attendance to correspondence to D. Schmidt; attendance to voice mail from M. Lem; attendance to correspondence and enclosure from M. Lem; attendance to correspondence and enclosure from C. McKittrick; attendance to phone call with M. Lem; attendance to phone call with and instructions from M. Lem; attendance to meeting with C. Prophet; attendance to correspondence and enclosure from M. Lem; attendance to review searches; attendance to draft letters to various parties;

Terms: due upon receipt  
 Interest at the rate of 1.3% per annum will be charged on all amounts not paid within one month from the date of this invoice

Errors and omissions excluded

Date	Hours	Timekeeper	Description
07/10/2014	0.20	Frank D. Lamie	Attendance to correspondence and enclosure to S. Valair;
09/10/2014	0.30	Frank D. Lamie	Attendance to correspondence from S. Valair; attendance to correspondence and enclosure to S. Valair;
09/10/2014	0.20	Frank D. Lamie	Attendance to correspondence and enclosure to S. Valair;
15/10/2014	0.20	Frank D. Lamie	Attendance to review correspondence and enclosure from M. Lem;
16/10/2014	0.10	Cliff Prophet	Review of correspondence from MOHLTC re licence transfer;
22/10/2014	0.70	Frank D. Lamie	Attendance to voice mail from M. Lem; attendance to phone call with M. Lem; attendance to review material; attendance to instructions to L. Taylor;
23/10/2014	0.10	Frank D. Lamie	Attendance to correspondence with M. Lem;
24/10/2014	1.10	Frank D. Lamie	Attendance to phone call with M Lem; attendance to agreement;
27/10/2014	0.60	Frank D. Lamie	Attendance to review material; attendance to meeting with, material to, and instructions to R. Conway;
29/10/2014	0.40	Frank D. Lamie	Attendance to voice mail to J. Rosekat; attendance to phone call with J. Rosekat; attendance to phone call with J. Rosekat; attendance to instructions to L. Taylor;
31/10/2014	0.10	Frank D. Lamie	Attendance to review NDA;
03/11/2014	0.20	Frank D. Lamie	Attendance to review material; attendance to meeting with R. Conway;
07/11/2014	0.10	Frank D. Lamie	Attendance to update from R. Conway;

**Total Fees for Professional Services** \$10,637.00

**DISBURSEMENTS**

**Taxable Costs**

Copying	\$88.50
Binding	\$107.35
PPSA Online Search - Taxable	\$16.00
TeraView (Ontario) Online Searches & Registration - Taxable	\$20.00
<b>Total Taxable Disbursements</b>	<u>\$231.85</u>

Terms: due upon receipt  
 Interest at the rate of 1.3% per annum will be charged on all amounts not paid within one month from the date of this invoice

Errors and omissions excluded

**Remittance Copy**

Client: 189570 BDO Canada Limited  
Matter: T996710  
RE: Receivership of Fairview Nursing Home Limited  
Amount Due: \$12,281.80

---

**PAYMENT BY CHEQUE:**

**Please return this page with your payment payable to Gowling Lafleur Henderson LLP**

**Remit to:** Gowling Lafleur Henderson LLP  
PO Box 466, STN D  
Ottawa, ON K1P 1C3  
Canada

**PAYMENT BY WIRE TRANSFER:**

**Pay by Swift MT 103 Direct to:**  
SWIFTCODE: CIBCCATT

**BENEFICIARY BANK:** Canadian Imperial Bank of Commerce  
119 Sparks Street, Ottawa, ON K1P 5B5

**TRANSIT NUMBER:** 0010-00006

**BENEFICIARY ACCOUNT NAME:** Gowling Lafleur Henderson LLP  
160 Elgin Street, Suite 2600, Ottawa ,ON K1P 1C3

**BENEFICIARY ACCOUNT NUMBER(S):** CDN Account: 41-02916  
USD Account: 02-21015

**International payments intermediary banking information:**  
USD WELLS FARGO BANK, N.A. PNBPU33NNYC (ABA 026005092)

\* if paying by wire or EFT please e-mail the remittance details to [payments@gowlings.com](mailto:payments@gowlings.com)



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BDO Canada Limited  
ATTN: Matthew Lem  
Partner & Senior Vice President  
25 Main Street West  
Suite 805  
Hamilton ON L8P 1H1

December 31, 2014  
INVOICE: 18126934

Our Matter: T996710 / 189570  
RE: Receivership of Fairview Nursing Home Limited

**TO OUR FEE:**

Fees for Professional Services	\$11,127.00
HST on Fees	1,446.51
<b>Total Fees and Taxes</b>	<b>12,573.51</b>

**DISBURSEMENTS:**

Disbursements (Taxable)	105.40
Disbursements (Non-Taxable)	11.00
HST on Disbursements	13.70
<b>Total Disbursements and Taxes</b>	<b>130.10</b>

**TOTAL INVOICE BALANCE:**

Total for this Invoice	12,703.61
[ Total HST: \$1,460.21 ]	
<b>Please remit total invoice balance due:</b>	<b>In Canadian Dollars <u>\$12,703.61</u></b>

**GOWLING LAFLEUR HENDERSON LLP**

PER Cliff Prophet

Our services are provided in accordance with our Standard Retainer Terms ([www.gowlings.com/RetainerTerms](http://www.gowlings.com/RetainerTerms)), subject to any other written retainer agreement entered into between the parties.

Terms: due upon receipt  
Interest at the rate of 1.3% per annum will be charged on all amounts not paid within one month from the date of this invoice

Errors and omissions excluded  
GST/HST: 11936 4511 RT

**BDO Canada Limited**  
**Our Matter: T996710**  
**Receivership of Fairview Nursing Home Limited**

**PROFESSIONAL SERVICES**

<b>Date</b>	<b>Hours</b>	<b>Timekeeper</b>	<b>Description</b>
19/11/2014	0.30	Frank D. Lamie	Attendance to correspondence to R. Conway; attendance to correspondence from R. Conway;
21/11/2014	1.50	Frank D. Lamie	Attendance to meeting with R. Conway; attendance to phone call to S. Mitra; attendance to conference call with M. Lem; attendance to draft material to various entities;
24/11/2014	2.60	Frank D. Lamie	Attendance to meeting with C. Prophet; attendance to correspondence to S. Mitra; attendance to correspondence to D. Lobl; attendance to correspondence to P. Gertler; attendance to correspondence to J. Rosekat; attendance to correspondence to RoyNat; attendance to correspondence to Assetlinx; attendance to correspondence from J. Rosekat; attendance to correspondence to J. Rosekat; attendance to review correspondence and enclosures from S. Mitra; attendance to correspondence to S. Mitra; attendance to various correspondence and enclosures from L. Taylor; attendance to further correspondence and enclosures from L. Taylor; attendance to correspondence from M. Lem; attendance to NDA;
25/11/2014	0.10	Frank D. Lamie	Attendance to voice mail from D. Lobl; attendance to voice mail from M. Lem; attendance to correspondence to D. Lobl;
26/11/2014	0.40	Frank D. Lamie	Attendance to voice mail from D. Lobl; attendance to phone call to D. Lobl; attendance to meeting with C. Prophet; attendance to correspondence to M. Lem; attendance to NDA;
29/11/2014	0.10	Frank D. Lamie	Attendance to review correspondence and enclosures from J. Aitchison;
01/12/2014	0.20	Frank D. Lamie	Attendance to correspondence from P. Gertler; attendance to correspondence from M. Lem;
02/12/2014	1.30	Frank D. Lamie	Attendance to draft Confidentiality and Non-Disclosure Agreement; attendance to review available security packages;
03/12/2014	0.10	Frank D. Lamie	Attendance to correspondence and enclosure from P. Gertler;
08/12/2014	0.70	Rachel C. Conway	Brief review of correspondence from F. Lamie re: security files for TD, Reliance; discussion with A. Kim re: security, searches
08/12/2014	4.20	Frank D. Lamie	Attendance to correspondence enclosures, and further instructions to R. Conway; attendance to further correspondence with R. Conway; attendance NDA; attendance to NDA; attendance to correspondence and enclosure to D. Lobl; attendance to correspondence and enclosure to M. Lem; attendance to further correspondence and update to M. Lem; attendance to correspondence and update to C. Prophet; attendance to further correspondence with M. Lem;

Terms: due upon receipt  
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Errors and omissions excluded



December 31, 2014  
INVOICE: 18126934

Date	Hours	Timekeeper	Description
09/12/2014	1.00	Hilary Chancey	Fairview Nursing Home Limited - attendance to ppsa certificate, corporate search;
09/12/2014	0.50	Ava Kim	Attendance to review and consideration of court materials and various lien searches;
09/12/2014	0.40	Lina Santos	Engaged in accessing Teraview to update title search; scan search results to A. Kim; obtain copy of registered charge;
10/12/2014	2.20	Ava Kim	Attendance to updated lien searches; review and analysis re loan documents and lien results;
11/12/2014	2.00	Hilary Chancey	Fairview Nursing Home Limited - attendance to sheriffs executions searches, bankruptcy & insolvency searches, bank act section 427 searches, litigation searches;
11/12/2014	2.20	Ava Kim	Attendance to review and consideration re application and motion record of BDO receivership; review and analysis re TD's loan and security documentation and registrations;
15/12/2014	0.50	Frank D. Lamie	Attendance to correspondence from M. Lem; attendance to correspondence from B. Dilane;
15/12/2014	0.30	Cliff Prophet	Review of material re MOHLTC approval;
18/12/2014	2.40	Ava Kim	Internal discussion with R. Conway re security reviews; attendance to review and analysis of loan documentation of Violet Chambers and Responsive Health Management with Fairview Nursing Homes; attendance to consideration and analysis of loan documentation of TD with Fairview Nursing Homes; preparation of search summaries of real and personal property lien searches; drafting email re same;
18/12/2014	0.60	Frank D. Lamie	Attendance to correspondence to R. Conway; attendance to correspondence, enclosure and comments from M. Lem; attendance to review NDA; attendance to correspondence, enclosure, and comments to M. Lem;
18/12/2014	1.60	Frank D. Lamie	Attendance to review and revise NDA; attendance to correspondence enclosure, and comments to M. Lem; attendance to phone call with M. Lem; attendance to review NDA; attendance to correspondence and enclosure to P. Gertler, M. Lem, and C. Prophet;
18/12/2014	1.10	Frank D. Lamie	Attendance to correspondence from D. Lobl; attendance to correspondence to M. Lem; attendance to correspondence with R. Conway; attendance to detailed correspondence and enclosures from A. Kim; attendance to correspondence from A. Fogel;

**Total Fees for Professional Services**

**\$11,127.00**

**DISBURSEMENTS**

**Non-Taxable Costs**

Terms: due upon receipt

Interest at the rate of 1.3% per annum will be charged on all amounts not paid within one month from the date of this invoice

Errors and omissions excluded



December 31, 2014  
INVOICE: 18126934

Corporate Searches - Agency	\$11.00
<b>Total Non-Taxable Disbursements</b>	<b><u>\$11.00</u></b>
<b>Taxable Costs</b>	
Corporate Searches - Taxable	\$12.00
Courier - FedEx	\$25.40
PPSA Online Search - Taxable	\$8.00
TeraView (Ontario) Online Searches & Registration - Taxable	\$40.00
11/12/2014 Agent Fees - Taxable	\$20.00
VENDOR: Centro Legal Works Inc.; INVOICE#: 20157990;	
DATE: 12/11/2014 - T996710 - Litigation search in Toronto - H. Chancey	
<b>Total Taxable Disbursements</b>	<b><u>\$105.40</u></b>

Terms: due upon receipt  
Interest at the rate of 1.3% per annum will be charged on all amounts not paid within one month from the date of this invoice

Errors and omissions excluded

**Remittance Copy**

Client: 189570 BDO Canada Limited  
Matter: T996710  
RE: Receivership of Fairview Nursing Home Limited  
Amount Due: \$12,703.61

---

**PAYMENT BY CHEQUE:**

**Please return this page with your payment payable to Gowling Lafleur Henderson LLP**

**Remit to:** Gowling Lafleur Henderson LLP  
PO Box 466, STN D  
Ottawa, ON K1P 1C3  
Canada

**PAYMENT BY WIRE TRANSFER:**

**Pay by Swift MT 103 Direct to:**  
SWIFTCODE: CIBCCATT

**BENEFICIARY BANK:** Canadian Imperial Bank of Commerce  
119 Sparks Street, Ottawa, ON K1P 5B5

**TRANSIT NUMBER:** 0010-00006

**BENEFICIARY ACCOUNT NAME:** Gowling Lafleur Henderson LLP  
160 Elgin Street, Suite 2600, Ottawa, ON K1P 1C3

**BENEFICIARY ACCOUNT NUMBER(S):** CDN Account: 41-02916  
USD Account: 02-21015

**International payments intermediary banking information:**  
USD WELLS FARGO BANK, N.A. PNBPU33NNYC (ABA 026005092)

\* if paying by wire or EFT please e-mail the remittance details to [payments@gowlings.com](mailto:payments@gowlings.com)





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BDO Canada Limited  
ATTN: Matthew Lem  
Partner & Senior Vice President  
25 Main Street West  
Suite 805  
Hamilton ON L8P 1H1

March 5, 2015  
INVOICE: 18166044

Our Matter: T996710 / 189570  
RE: Receivership of Fairview Nursing Home Limited

**TO OUR FEE:**

Fees for Professional Services	\$2,223.50
HST on Fees	289.06
<b>Total Fees and Taxes</b>	<b>2,512.56</b>

**DISBURSEMENTS:**

Disbursements (Taxable)	22.78
HST on Disbursements	2.96
<b>Total Disbursements and Taxes</b>	<b>25.74</b>

**TOTAL INVOICE BALANCE:**

Total for this Invoice	2,538.30
[ Total HST: \$292.02 ]	
<b>Please remit total invoice balance due:</b>	<b>In Canadian Dollars</b>
	<b><u>2,538.30</u></b>

**GOWLING LAFLEUR HENDERSON LLP**

PER Cliff Prophet

Our services are provided in accordance with our Standard Retainer Terms ([www.gowlings.com/RetainerTerms](http://www.gowlings.com/RetainerTerms)), subject to any other written retainer agreement entered into between the parties.

Terms: due upon receipt  
Interest at the rate of 1.3% per annum will be charged on all amounts not paid within one month from the date of this invoice

Errors and omissions excluded  
GST/HST: 11936 4511 RT

**BDO Canada Limited**  
**Our Matter: T996710**  
**Receivership of Fairview Nursing Home Limited**

**PROFESSIONAL SERVICES**

<b>Date</b>	<b>Hours</b>	<b>Timekeeper</b>	<b>Description</b>
05/01/2015	0.10	Frank D. Lamie	Attendance to correspondence from M. Lem; attendance to correspondence to M. Lem;
07/01/2015	0.10	Cliff Prophet	Directions re confidentiality agreements;
08/01/2015	0.10	Frank D. Lamie	Attendance to voice mail from P. Gertler;
16/01/2015	0.20	Frank D. Lamie	Attendance to voicemail from M. Lem; attendance to review material;
19/01/2015	0.50	Frank D. Lamie	Attendance to review correspondence, enclosure, and comments from P. Gertler;
20/01/2015	1.80	Frank D. Lamie	Attendance to correspondence to D. Lobl; attendance to correspondence and enclosure to M. Lem; attendance to phone call to M. Lem; attendance to review comments from P. Gertler; attendance to review material; attendance to correspondence and enclosure to M. Lem; attendance to conference call with and update from M. Lem; attendance to further correspondence to D. Lobl; attendance to instructions to F. Sasso; attendance to conference call with M. Lem; attendance to correspondence and comments from M. Lem; attendance to further correspondence to M. Lem; attendance to further conference call with M. Lem;
21/01/2015	0.60	Frank D. Lamie	Attendance to instructions to F. Sasso; attendance to various further correspondence and enclosures to M. Lem; attendance to correspondence and enclosure from M. Lem; attendance to further correspondence and enclosure from M. Lem; attendance to various correspondence and enclosure from M. Lem; attendance to correspondence from P. Gertler; attendance to various further correspondence and enclosures from M. Lem;
24/01/2015	0.10	Frank D. Lamie	Attendance to correspondence with D. Lobl;
12/02/2015	0.10	Frank D. Lamie	Attendance to correspondence and enclosure from M. Lem;
18/02/2015	0.10	Frank D. Lamie	Attendance to correspondence and enclosure with M. Karabus;

**Total Fees for Professional Services** \$2,223.50

**DISBURSEMENTS**

**Taxable Costs**

Bank Act - Section 427 Search		\$14.78
01/01/2015	Insolvency/Bankruptcy Search (12/11/2014); FAIRVIEW NURSING HOME LIMITED	\$8.00

Terms: due upon receipt  
 Interest at the rate of 1.3% per annum will be charged on all amounts not paid within one month from the date of this invoice

Errors and omissions excluded



March 5, 2015  
INVOICE: 18166044

**Total Taxable Disbursements**

**\$22.78**

Terms: due upon receipt  
Interest at the rate of 1.3% per annum will be charged on all amounts not paid within one month from the date of this invoice

Errors and omissions excluded

**Remittance Copy**

Client: 189570 BDO Canada Limited  
Matter: T996710  
RE: Receivership of Fairview Nursing Home Limited  
Amount Due: \$2,538.30

---

**PAYMENT BY CHEQUE:**

**Please return this page with your payment payable to Gowling Lafleur Henderson LLP**

**Remit to:** Gowling Lafleur Henderson LLP  
PO Box 466, STN D  
Ottawa, ON K1P 1C3  
Canada

**PAYMENT BY WIRE TRANSFER:**

**Pay by Swift MT 103 Direct to:**  
SWIFTCODE: CIBCCATT

**BENEFICIARY BANK:** Canadian Imperial Bank of Commerce  
119 Sparks Street, Ottawa, ON K1P 5B5

**TRANSIT NUMBER:** 0010-00006

**BENEFICIARY ACCOUNT NAME:** Gowling Lafleur Henderson LLP  
160 Elgin Street, Suite 2600, Ottawa ,ON K1P 1C3

**BENEFICIARY ACCOUNT NUMBER(S):** CDN Account: 41-02916  
USD Account: 02-21015

**International payments intermediary banking information:**  
USD WELLS FARGO BANK, N.A. PNBPUS3NNYC (ABA 026005092)

\* if paying by wire or EFT please e-mail the remittance details to [payments@gowlings.com](mailto:payments@gowlings.com)



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BDO Canada Limited  
ATTN: Matthew Lem  
Partner & Senior Vice President  
25 Main Street West  
Suite 805  
Hamilton ON L8P 1H1

April 27, 2015  
INVOICE: 18196531

Our Matter: T996710 / 189570  
RE: Receivership of Fairview Nursing Home Limited

**TO OUR FEE:**

Fees for Professional Services	\$50,365.00
Adjustment	(5,000.00)
Total Fees for Professional Services	45,365.00
HST on Fees	5,897.45
<b>Total Fees and Taxes</b>	<b>51,262.45</b>

**DISBURSEMENTS:**

Disbursements (Taxable)	826.88
Disbursements (Non-Taxable)	120.00
HST on Disbursements	107.50
<b>Total Disbursements and Taxes</b>	<b>1,054.38</b>

**TOTAL INVOICE BALANCE:**

Total for this Invoice	52,316.83
[ Total HST: \$6,004.95 ]	
<b>Please remit total invoice balance due:</b>	<b>In Canadian Dollars</b>
	<b><u>52,316.83</u></b>

**GOWLING LAFLEUR HENDERSON LLP**

PER Cliff Prophet

Our services are provided in accordance with our Standard Retainer Terms ([www.gowlings.com/RetainerTerms](http://www.gowlings.com/RetainerTerms)), subject to any other written retainer agreement entered into between the parties.

Terms: due upon receipt  
Interest at the rate of 1.0% per annum will be charged on all amounts not paid within one month from the date of this invoice

Errors and omissions excluded  
GST/HST: 11936 4511 RT

page 1 of 7

**BDO Canada Limited**  
**Our Matter: T996710**  
**Receivership of Fairview Nursing Home Limited**

**PROFESSIONAL SERVICES**

<b>Date</b>	<b>Hours</b>	<b>Timekeeper</b>	<b>Description</b>
22/01/2015	0.10	Frank D. Lamie	Attendance to correspondence and enclosure from M. Lem;
02/03/2015	0.10	Frank D. Lamie	Attendance to correspondence from D. Griffiths;
03/03/2015	0.50	Frank D. Lamie	Attendance to phone call with D. Griffiths; attendance to correspondence from D. Griffiths;
03/03/2015	0.10	Frank D. Lamie	Attendance to correspondence from D. Griffiths; attendance to phone call with D. Griffiths;
03/03/2015	0.10	Frank D. Lamie	Attendance to correspondence and enclosure from D. Griffiths;
06/03/2015	1.70	Frank D. Lamie	Attendance to conference call with G. Cohen; attendance to correspondence and enclosure from Miller Thompson; attendance to correspondence and enclosure to P. Gertler; attendance to correspondence with D. Griffiths, G. Cohen and M. Lem; attendance to correspondence to A. Kim; attendance to correspondence to R. Conway; attendance to review correspondence and enclosures from A. Kim; attendance to phone call to M. Saunders; attendance to voice mail from D. Griffiths; attendance to further correspondence to D. Griffiths;
06/03/2015	0.20	Frank D. Lamie	Attendance to correspondence to G. Cohen; attendance to correspondence to M. Lem and D. Griffiths;
07/03/2015	0.10	Frank D. Lamie	Attendance to various correspondence from P. Gertler; attendance to correspondence to P. Gertler;
09/03/2015	1.70	Frank D. Lamie	Attendance to conference call with D. Griffiths; attendance to correspondence; attendance to correspondence from G. Cohen;
09/03/2015	0.20	Cliff Prophet	Review of letter re transfer conditions re licence;
10/03/2015	1.30	Frank D. Lamie	Attendance to voice mail from C. Prophet; attendance to correspondence from C. Prophet; attendance to voice mail from M. Saunders; attendance to phone call with M. Saunders; attendance to phone call to D. Schmidt; attendance to correspondence and enclosure from G. Cohen; attendance to correspondence and enclosure from D. Griffiths; attendance to further correspondence form D. Grifiths; attendance to correspondence from M. Chambers; attendance to various correspondence from M. Gatto;
10/03/2015	0.20	Cliff Prophet	Further instructions to F. Lamie;
11/03/2015	1.30	Frank D. Lamie	Attendance to review and comment on order; attendance to correspondence, enclosure, and instructions to F. Sasso; attendance to correspondence and update to D. Griffiths; attendance to correspondence and enclosure to G. Cohen and B. Elberg; attendance to correspondence and enclosure from D.

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Errors and omissions excluded

Date	Hours	Timekeeper	Description
			Giffiths; attendance to further comments with D. Griffiths; attendance to review Court material;
12/03/2015	3.30	Frank D. Lamie	Attendance to phone call with A. Fogel; attendance to review of correspondence and enclosure from Mr. Lem; attendance to review of correspondence and enclosure from D. Schmidt; attendance to numerous correspondence with D. Lobl, B. Elberg, A. Fogul and D. Griffiths; attendance to various phone calls with B. Elberg; attendance to correspondence and enclosure from Mr. Lem; attendance to meeting with and update to C. Prophet; attendance to correspondence and enclosure from D. Schmidt; attendance to correspondence with D. Griffiths; attendance to correspondence from E. Petes;
13/03/2015	2.40	Frank D. Lamie	Attendance to various phone calls with B. Elberg; attendance to review correspondence and enclosure from B. Elberg; attendance to correspondence and enclosure to D. Griffiths; attendance to phone call with D. Griffiths; attendance to voice mail from D. Schmidt; attendance to correspondence and enclosure from M. Lem; attendance to correspondence from C. Prophet;
13/03/2015	0.80	Cliff Prophet	Review of revised licence transfer letter from MOHLTC;
15/03/2015	0.10	Frank D. Lamie	Attendance to correspondence from A. Kim;
16/03/2015	1.20	Frank D. Lamie	Attendance to correspondence and enclosure from D. Schmidt; attendance to correspondence and enclosures with M. Lem; attendance to conference call; attendance to correspondence with D. Griffiths;
16/03/2015	1.10	Cliff Prophet	Call with purchaser, receiver and counsel re closing mechanics;
17/03/2015	0.10	Frank D. Lamie	Attendance to correspondence and enclosure from B. Elberg;
17/03/2015	0.30	Cliff Prophet	Call with client re closing steps and Ministry approval;
19/03/2015	0.10	Frank D. Lamie	Attendance to correspondence from D. Schmidt; attendance to correspondence from J. Gertler;
20/03/2015	0.10	Frank D. Lamie	Attendance to various correspondence from C. Prophet, D. Schmidt, and P. Gertler;
20/03/2015	0.20	Frank D. Lamie	Attendance to correspondence and enclosure from D. Schmidt;
20/03/2015	0.30	Frank D. Lamie	Attendance to voice mail from J. Rosekat; attendance to meeting with C. Prophet; attendance to phone call with J. Rosekat;
23/03/2015	1.20	Leila J. Burden Nixon	Engaged in discussions with C. Prophet re transaction overview; engaged in telephone call with C. Prophet and M. Lem to walk through closing agenda and closing responsibilities;
23/03/2015	0.80	Delna Contractor	Photocopies agreement of purchase and sale; client call meeting with C. Prophet and L. Burden-Nixon re closing;
23/03/2015	0.10	Frank D. Lamie	Attendance to correspondence from D. Griffiths; attendance to instructions to F. Sasso;
23/03/2015	4.80	Cliff Prophet	Review of all documents for closing; call with Purchaser's counsel to allocate responsibility; instructions to L. Burden;

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 Interest at the rate of 1.0% per annum will be charged on all amounts not paid within one month from the date of this invoice

Errors and omissions excluded

Date	Hours	Timekeeper	Description
			review of Ministry conditions and licence transfer approval requirements;
24/03/2015	1.70	Leila J. Burden Nixon	Drafted employee liabilities adjustment; engaged in meeting with C. Prophet re drafting closing documents;
24/03/2015	1.30	Cliff Prophet	Call with counsel to Responsive; reporting to client;
25/03/2015	1.60	Leila J. Burden Nixon	Engaged in call with BDO and C. Prophet re closing; drafted closing documents;
25/03/2015	0.30	Delna Contractor	Maintained closing folders; meeting with L. Burden-Nixon;
25/03/2015	0.10	Frank D. Lamie	Attendance to correspondence and attachment from C. Prophet;
25/03/2015	2.80	Cliff Prophet	E-mail responding to J. Rosekat re allegations on approval of sale; calls with counsel to purchaser; instructions to L. Burden;
26/03/2015	5.00	Leila J. Burden Nixon	Drafted closing documents and attended to pre-closing matters;
26/03/2015	0.60	Delna Contractor	Updated closing folders; meeting with L.BN to discuss closing folders;
26/03/2015	1.60	Ava Kim	Preparing security review opinion letter;
26/03/2015	2.50	Cliff Prophet	Calls with M. Orr re setting of initial MOH reconciliation adjustment; reporting to client; review of information re same;
26/03/2015	0.30	Susan D. Rosen	Discussion with L. Burden re options to register notice on title to the property of the landlord's right to recover additional funds for the property upon the occurrence of certain events;
27/03/2015	4.80	Leila J. Burden Nixon	Drafted teraview documents; exchanged closing documents with D. Schmidt; attended to pre-closing matters; engaged in telephone call with M. Lem and C. Prophet re adjustments and closing;
27/03/2015	0.50	Michael Bussmann	Discussion with C. Hinzmann regarding GST/HST treatment on sale of nursing home; discussion with C. Prophet, L. Burden Nixon and C. Hinzmann regarding same;
27/03/2015	0.50	Carl Hinzmann	Review and consider email from KPMG regarding GST/HST treatment on sale; discussion with M. Bussmann regarding same; telephone conference with C. Prophet, L. Nixon and M. Bussmann regarding same;
27/03/2015	0.10	Frank D. Lamie	Attendance to correspondence and enclosure from C. Prophet;
27/03/2015	1.90	Cliff Prophet	Further e-mails from counsel to Responsive; calls and e-mails with counsel to the purchaser; instructions to L. Burden re mortgage;
27/03/2015	0.20	Lina Santos	Assisting L. Burden Nixon with Teraview messaging;
30/03/2015	3.00	Leila J. Burden Nixon	Attended to pre-closing matters: finalizing documents, negotiating adjustments, providing instructions for signature pages;
30/03/2015	6.00	Delna Contractor	Prepared closing folders and documents;
30/03/2015	0.40	Rachel C. Conway	Drafting of opinion for Receiver re: TD security;

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Date	Hours	Timekeeper	Description
30/03/2015	2.20	Cliff Prophet	Continuing calls and e-mails from counsel to Responsive; instructions to L. Burden; negotiations with counsel to purchaser; review of VTB mortgage; calls with counsel to Fairview;
31/03/2015	3.70	Leila J. Burden Nixon	Engaged in meeting with M. Lem to sign documents; exchanged signed documents with Schlegel's counsel and debtor's counsel; revised documents as per comments from debtor's counsel; revised real property instruments as per comments from Schlegel's counsel; attended to registering instruments;
31/03/2015	0.90	Delna Contractor	Prepared documents for closing;
31/03/2015	1.90	Rachel C. Conway	Drafted opinion to Receiver re: TD Bank security;
31/03/2015	2.00	Thomas F. Gertner	Delivered documents to ministry of health and long-term care at 5700 yonge street and 1075 bay street for C Prophet;
31/03/2015	0.10	Frank D. Lamie	Attendance to review of correspondence and enclosure between R. Conway and C. Prophet;
31/03/2015	2.40	Cliff Prophet	Closing arrangements with Ministry and with counsel for Purchaser; letters to satisfy Ministry conditions; continued e-mails and calls from counsel to Responsive; instructions to L. Burden re closing details;
31/03/2015	0.30	Lina Santos	Access electronic documents on Teraview to sign for completeness and register charge and notice;
01/04/2015	0.30	Leila J. Burden Nixon	Responded to email from D. Griffiths re Shlegel employee adjustment; arranged for cheque to be issued for real estate commission;
01/04/2015	1.30	Rachel C. Conway	Discussion with clerk re: title search, adjoining lands search; reviewed and revised draft opinion;
01/04/2015	4.50	Catherine E. Ridout	Telephone call from R. Conway; review title; search adjoining lands; plot legal descriptions; obtain copies of instruments; obtain copies of plans; compile sketch; discussions with L. Santos re: adjoining lands search;
01/04/2015	0.50	Lina Santos	Office discussion with R. Conway regarding Planning Act compliance; meeting with C. Ridout to review title to adjoining lands and discuss protocol for search requirements on Planning Act compliance;
01/04/2015	0.20	Steven R Willard	Reviewing from of opinion and providing extra clauses on mortgage; telephone conversation with R. Conway;
02/04/2015	0.20	Leila J. Burden Nixon	Arranged for receiver's certificate to be filed with court;
02/04/2015	0.80	Rachel C. Conway	Discussion with S. Willard re: opinion re: validity of mortgage; reviewed and considered revised draft opinion and email to C. Prophet re: foregoing;
02/04/2015	0.20	Cliff Prophet	Wire arrangements for proceeds; instructions to L. Burden;
02/04/2015	1.60	Steven R Willard	Reviewing subsearch and search of adjoining lands; office consultation with R. Conway; inserting real estate opinion in

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Errors and omissions excluded

Date	Hours	Timekeeper	Description	
			security opinion;	
07/04/2015	0.60	Leila J. Burden Nixon	Attended to completing the Fintrac identification agreement; received and forwarded stamped receiver's certificate to D. Schmidt;	
07/04/2015	0.10	Mark Emmanuel	Certificate of Compliance	
13/04/2015	0.70	Cliff Prophet	Review and comment on Second Report of Receiver;	
17/04/2015	0.20	Leila J. Burden Nixon	Arranged for package of originals to be sent to D. Schmidt;	
			Fees for Professional Services	\$50,365.00
			Adjustment	\$(5,000.00)
			<b>Total Fees for Professional Services</b>	<b><u>\$45,365.00</u></b>

## DISBURSEMENTS

### Non-Taxable Costs

TeraView (Ontario) Online Searches & Registration - Agency	\$120.00
<b>Total Non-Taxable Disbursements</b>	<b><u>\$120.00</u></b>

### Taxable Costs

Copying	\$314.00	
Scanning Service	\$59.50	
Long Distance Telephone	\$1.72	
Binding	\$16.80	
Courier	\$11.86	
TeraView (Ontario) Online Searches & Registration - Taxable	\$301.50	
Bank Charges	\$30.00	
07/04/2015	City Tax & Other Certificates/Searches Certificate of Compliance	\$10.00
14/04/2015	Process Servers VENDOR: Reliable Process Servers Inc.; INVOICE#: 66876; DATE: 04/14/2015 - T996710 - Filing Receiver's Certificate - L. Burden Nixon	\$81.50
<b>Total Taxable Disbursements</b>	<b><u>\$826.88</u></b>	

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Errors and omissions excluded

## Remittance Copy

Client: 189570 BDO Canada Limited  
Matter: T996710  
RE: Receivership of Fairview Nursing Home Limited  
Amount Due: \$52,316.83

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### PAYMENT BY CHEQUE:

**Please return this page with your payment payable to Gowling Lafleur Henderson LLP**

**Remit to:** Gowling Lafleur Henderson LLP  
PO Box 466, STN D  
Ottawa, ON K1P 1C3  
Canada

### PAYMENT BY WIRE TRANSFER:

**Pay by Swift MT 103 Direct to:**  
SWIFTCODE: CIBCCATT

**BENEFICIARY BANK:** Canadian Imperial Bank of Commerce  
119 Sparks Street, Ottawa, ON K1P 5B5

**TRANSIT NUMBER:** 0010-00006

**BENEFICIARY ACCOUNT NAME:** Gowling Lafleur Henderson LLP  
160 Elgin Street, Suite 2600, Ottawa, ON K1P 1C3

**BENEFICIARY ACCOUNT NUMBER(S):** CDN Account: 41-02916  
USD Account: 02-21015

**International payments intermediary banking information:**  
USD WELLS FARGO BANK, N.A. PNBPU33NNYC (ABA 026005092)

\* if paying by wire or EFT please e-mail the remittance details to [payments@gowlings.com](mailto:payments@gowlings.com)



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BDO Canada Limited  
ATTN: Matthew Lem  
Partner & Senior Vice President  
25 Main Street West  
Suite 805  
Hamilton ON L8P 1H1

June 24, 2015  
INVOICE: 18234221

Our Matter: T996710 / 189570  
RE: Receivership of Fairview Nursing Home Limited

**TO OUR FEE:**

Fees for Professional Services	\$6,678.00
HST on Fees	868.14
<b>Total Fees and Taxes</b>	<b>7,546.14</b>

**DISBURSEMENTS:**

Disbursements (Taxable)	418.88
Disbursements (Non-Taxable)	139.00
HST on Disbursements	54.45
<b>Total Disbursements and Taxes</b>	<b>612.33</b>

**TOTAL INVOICE BALANCE:**

Total for this Invoice	8,158.47
[ Total HST: \$922.59 ]	
<b>Please remit total invoice balance due:</b>	<b>In Canadian Dollars</b>
	<b>\$8,158.47</b>

**GOWLING LAFLEUR HENDERSON LLP**

PER Cliff Prophet

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Errors and omissions excluded  
GST/HST: 11936 4511 RT

**BDO Canada Limited**  
**Our Matter: T996710**  
**Receivership of Fairview Nursing Home Limited**

**PROFESSIONAL SERVICES**

<b>Date</b>	<b>Hours</b>	<b>Timekeeper</b>	<b>Description</b>
08/04/2015	0.20	Haddon Murray	Received email instructions from C. Prophet; email to A. Cano; received and reviewed email from A. Cano;
10/04/2015	0.40	Haddon Murray	Telephone attendance with S. Mitra, left voicemail; received voicemail from S. Mitra; obtaining 930 scheduling date; further telephone attendance with S. Mitra;
13/04/2015	0.60	Haddon Murray	Telephone attendance with C. Prophet and M. Lem re: distribution; multiple telephone attendances with Commercial list re: scheduling;
14/04/2015	1.00	Frank D. Lamie	Attendance to numerous correspondence and enclosures from G. Cohen (Miller Thomson) re: draft Order; attendance to correspondence with C. Prophet re: same;
14/04/2015	0.20	Haddon Murray	Email correspondence with S. Mitra and M. Lem re: hearing date; brief discussion with C. Prophet re hearing date;
14/04/2015	0.40	Cliff Prophet	Finalize distribution report; meet with M. Lem; respond to Miller Thomson application re charging order;
15/04/2015	0.10	Frank D. Lamie	Attendance to correspondence and enclosure from B. Elberg (Miller Thomson) re: Order of Akhtar J.;
15/04/2015	0.10	Haddon Murray	Attendance with C. Prophet re: reporting and next steps;
17/04/2015	0.10	Frank D. Lamie	Attendance to review of service list;
17/04/2015	0.10	Frank D. Lamie	Attendance to correspondence and enclosure from C. Prophet enclosing Motion Record of the Receiver;
17/04/2015	0.20	Melissa McDonald	Fairview Nursing Home Limited - ordering copy of CSRA registration;
17/04/2015	2.60	Cliff Prophet	Draft notice of motion and order re distribution to TD;
20/04/2015	0.20	Leila J. Burden Nixon	Received vm from J. Jensen and drafted email to M. Lem re completion of Fintrac documentation;
21/04/2015	0.20	Leila J. Burden Nixon	Finalized Fintrac identification agreement and forwarded to J. Jensen;
23/04/2015	1.20	Cliff Prophet	Finalize order and attend in Court for distribution motion;
13/05/2015	0.40	Leila J. Burden Nixon	Attended to record book;
14/05/2015	0.50	Leila J. Burden Nixon	Attended to record books; received, reviewed and responded to email from C. Prophet re adjustment for TSSA work order;
15/05/2015	0.30	Leila J. Burden Nixon	Reported to D. Schmidt re change to instruments re VTB and remediation cost reimbursement agreement; engaged in discussion with C. Prophet re holdback amounts;

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Errors and omissions excluded

Date	Hours	Timekeeper	Description	
15/05/2015	0.50	Cliff Prophet	Inquiry re adjustments; call with M. Lem re distributions;	
15/05/2015	0.40	Lina Santos	Received call from Land Titles; access vesting order returned on Teraview; review changes to be made with L. Burden Nixon; revise vesting order and notice by changing name of chargee; sign and re-register; report documents to L. Burden Nixon;	
22/05/2015	0.20	Leila J. Burden Nixon	Finalized record books;	
27/05/2015	0.20	Cliff Prophet	Call from M. Lem re distribution issues;	
<b>Total Fees for Professional Services</b>				<b><u>\$6,678.00</u></b>

## DISBURSEMENTS

### Non-Taxable Costs

17/04/2015	Agent Fees - Non-Taxable	\$12.00
	VENDOR: Centro Legal Works Inc.; INVOICE#: 20163297; DATE: 04/17/2015 - T996710 - Government Fee - A. Morin	
28/04/2015	Court Filing Fees - Non Taxable	\$127.00
	VENDOR: Reliable Process Servers Inc.; INVOICE#: 67148; DATE: 04/28/2015 - T996710 - Court Filing Fee - C. Prophet	
<b>Total Non-Taxable Disbursements</b>		<b><u>\$139.00</u></b>

### Taxable Costs

	Copying	\$22.50
	Scanning Service	\$10.25
	Long Distance Telephone	\$0.08
	Binding	\$112.25
	Courier	\$90.95
	Courier - FedEx	\$34.15
	Conference Call Expenses	\$12.50
	Bank Charges	\$15.00
31/03/2015	Subway Tokens - Local Travel	\$11.20
	PAYEE: To reconcile DPG TTC tokens; REQUEST#: 1632205; DATE: 03/30/2015. - To reconcile DPG TTC tokens from March 30, 2015 to April 9, 2015; 4 tokens to Closing deliveries; T996710; T. Gertner	
07/04/2015	Corporate Filing Fee	\$10.00
	Certificate of Compliance	
17/04/2015	Agent Fees - Taxable	\$20.00
	VENDOR: Centro Legal Works Inc.; INVOICE#: 20163297; DATE: 04/17/2015 - T996710 - Copies CSRA #70617A - A. Morin	
28/04/2015	Process Servers	\$80.00

Terms: due upon receipt  
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Errors and omissions excluded



June 24, 2015  
INVOICE: 18234221

VENDOR: Reliable Process Servers Inc.; INVOICE#: 67148;  
DATE: 04/28/2015 - T996710 - Commercial List filing of Motion  
Record - C. Prophet

**Total Taxable Disbursements**

**\$418.88**

Terms: due upon receipt  
Interest at the rate of 1.0% per annum will be charged on all amounts not paid within one month from the date of this invoice

Errors and omissions excluded

**Remittance Copy**

Client: 189570 BDO Canada Limited  
Matter: T996710  
RE: Receivership of Fairview Nursing Home Limited  
Amount Due: \$8,158.47

---

**PAYMENT BY CHEQUE:**

**Please return this page with your payment payable to Gowling Lafleur Henderson LLP**

**Remit to:** Gowling Lafleur Henderson LLP  
PO Box 466, STN D  
Ottawa, ON K1P 1C3  
Canada

**PAYMENT BY WIRE TRANSFER:**

**Pay by Swift MT 103 Direct to:**  
SWIFTCODE: CIBCCATT

**BENEFICIARY BANK:** Canadian Imperial Bank of Commerce  
119 Sparks Street, Ottawa, ON K1P 5B5

**TRANSIT NUMBER:** 0010-00006

**BENEFICIARY ACCOUNT NAME:** Gowling Lafleur Henderson LLP  
160 Elgin Street, Suite 2600, Ottawa ,ON K1P 1C3

**BENEFICIARY ACCOUNT NUMBER(S):** CDN Account: 41-02916  
USD Account: 02-21015

**US Corresponding Bank for US Dollar wires:**  
Well Fargo Bank, N.A. BIC: PNBUS3NNYC - ABA:026005092

\* if paying by wire or EFT please e-mail the remittance details to [payments@gowlings.com](mailto:payments@gowlings.com)





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BDO Canada Limited  
ATTN: Matthew Lem  
Partner & Senior Vice President  
25 Main Street West  
Suite 805  
Hamilton ON L8P 1H1

December 16, 2015  
INVOICE: 18348433

Our Matter: T996710 / 189570  
RE: Receivership of Fairview Nursing Home Limited

**TO OUR FEE:**

Fees for Professional Services	\$19,802.50
HST on Fees	2,574.33
<b>Total Fees and Taxes</b>	<b>22,376.83</b>

**DISBURSEMENTS:**

Disbursements (Taxable)	1.00
HST on Disbursements	0.13
<b>Total Disbursements and Taxes</b>	<b>1.13</b>

**TOTAL INVOICE BALANCE:**

Total for this Invoice	22,377.96
[ Total HST: \$2,574.46 ]	
<b>Please remit total invoice balance due:</b>	<b>In Canadian Dollars</b>
	<b><u>\$22,377.96</u></b>

**GOWLING LAFLEUR HENDERSON LLP**

PER Cliff Prophet

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Errors and omissions excluded  
GST/HST: 11936 4511 RT

**BDO Canada Limited**  
**Our Matter: T996710**  
**Receivership of Fairview Nursing Home Limited**

**PROFESSIONAL SERVICES**

<b>Date</b>	<b>Hours</b>	<b>Timekeeper</b>	<b>Description</b>
09/10/2015	0.50	Cliff Prophet	Call with M. Lem and work on assignment of debt and security;
28/10/2015	0.80	Cliff Prophet	Call with M. Lem re motion to expand powers of receiver and to arrange payment of Responsive;
31/10/2015	3.00	Cliff Prophet	Prepare notice of motion and report re recovery of diverted funds and re distribution to Responsive;
02/11/2015	5.40	Haddon Murray	Meeting with C. Prophet re: motion for Responsive transaction; telephone call with C. Prophet and M. Lem re: responsive transaction; reviewed Receivership order; drafting notice of motion; drafting Receiver's Report;
02/11/2015	0.40	Cliff Prophet	Calls with M. Lem;
03/11/2015	5.60	Haddon Murray	Reviewed Responsive Agreement; reviewed receivership order re: responsive security; drafting assignment of Debt and Security; drafting promissory note; attendance with C. Prophet re: transaction documents;
03/11/2015	0.10	Haddon Murray	Attendance with C. Prophet re: direction;
06/11/2015	2.40	Haddon Murray	Reviewing revisions of M. Lem re: report; email correspondence with M. Lem re: phone call; telephone attendance with M. Lem and C. Prophet re: revisions to report and motion re: Responsive Transaction;
06/11/2015	1.10	Cliff Prophet	Revisions to Third Report of receiver; instructions to H. Murray to complete transaction documents;
09/11/2015	1.20	Haddon Murray	Reviewed and revised transaction documents re: Responsive Agreement;
16/11/2015	1.20	Haddon Murray	Attendance with C. Prophet re: Report; reviewed comments of C. Prophet; revised report; reviewed draft affidavit of L. Chambers;
17/11/2015	6.70	Haddon Murray	Received email from C. Prophet re: lifting stay; telephone attendance with D. Griffin re: stay; telephone attendance with C. Prophet re: Stay; phone call to A. Lo Cicero re: lifting stay; reviewed email correspondence between C. Prophet, M. Lem, P. Gertler and A. Fogul re: motion to lift stay; reviewed motion materials re: motion to lift stay; attendance with C. Prophet; telephone attendance with J. Marin, left voicemail; reviewing email from C. Prophet and A. Fogul re: hearing of motion to lift stay; telephone attendance with M. Lem re: hearing; email correspondence with A. Lo Cicero re: hearing; telephone attendance with C. Prophet re: hearing; reviewed first report of receiver; reviewed draft third report of receiver; email to C. Prophet re: hearing; prepared submissions re: hearing;

Terms: due upon receipt  
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Errors and omissions excluded



December 16, 2015  
INVOICE: 18348433

Date	Hours	Timekeeper	Description
17/11/2015	0.80	Cliff Prophet	Revisions to Third Report of Receiver;
18/11/2015	3.20	Haddon Murray	Preparing for and attending hearing re: motion to lift stay;
19/11/2015	0.30	Haddon Murray	Email correspondence with A. Fogul and A. Lo Cicero re: representation of Fairview; reviewed email correspondence between A. Lo Cicero and A. Mailman re: insurer defending claim;
20/11/2015	0.50	Haddon Murray	Attendance with C. Prophet re: finalizing materials; preparing form of order;
24/11/2015	1.50	Cliff Prophet	Review and revise acknowledgement and direction from Chambers estate, promissory note from Fairview and assignment agreement; review and revise receiver's report;
25/11/2015	3.40	Haddon Murray	Attendance with C. Prophet re: motion; received and reviewed direction from C. prophet; reviewed revised third report; revised notice of motion; drafted order;
25/11/2015	0.60	Haddon Murray	Reviewed correspondence from M. Lem re: revisions to transaction documents; reviewed revisions to transaction documents; reviewed correspondence from C. Prophet re: circulating documents;
01/12/2015	0.10	Haddon Murray	Reviewed email correspondence between A. Mailman and A. Lo Cicero re: suit against Fairview; email to A. Mailman re: defence counsel;

**Total Fees for Professional Services** \$19,802.50

**DISBURSEMENTS**

**Taxable Costs**

Scanning Service \$1.00

**Total Taxable Disbursements** \$1.00

Terms: due upon receipt  
Interest at the rate of 1.0% per annum will be charged on all amounts not paid within one month from the date of this invoice

Errors and omissions excluded

## Remittance Copy

Client: 189570 BDO Canada Limited  
Matter: T996710  
RE: Receivership of Fairview Nursing Home Limited  
Amount Due: \$22,377.96

---

### PAYMENT BY CHEQUE:

**Please return this page with your payment payable to Gowling Lafleur Henderson LLP**

**Remit to:** Gowling Lafleur Henderson LLP  
PO Box 466, STN D  
Ottawa, ON K1P 1C3  
Canada

### PAYMENT BY WIRE TRANSFER:

**Pay by Swift MT 103 Direct to:**  
SWIFTCODE: CIBCCATT

**BENEFICIARY BANK:** Canadian Imperial Bank of Commerce  
119 Sparks Street, Ottawa, ON K1P 5B5

**TRANSIT NUMBER:** 0010-00006

**BENEFICIARY ACCOUNT NAME:** Gowling Lafleur Henderson LLP  
160 Elgin Street, Suite 2600, Ottawa, ON K1P 1C3

**BENEFICIARY ACCOUNT NUMBER(S):** CDN Account: 41-02916  
USD Account: 02-21015

**US Corresponding Bank for US Dollar wires:**  
Well Fargo Bank, N.A. BIC: PNBUS3NNYC - ABA:026005092

\* if paying by wire or EFT please e-mail the remittance details to [payments@gowlings.com](mailto:payments@gowlings.com)



montréal · ottawa · toronto · hamilton · waterloo region · calgary · vancouver · beijing · moscow · london

BDO Canada Limited  
ATTN: Matthew Lem  
Partner & Senior Vice President  
25 Main Street West  
Suite 805  
Hamilton ON L8P 1H1

December 31, 2015  
INVOICE: 18369542

Our Matter: T996710 / 189570  
RE: Receivership of Fairview Nursing Home Limited

---

**TO OUR FEE:**

Fees for Professional Services	\$2,642.50
HST on Fees	343.53
<b>Total Fees and Taxes</b>	<b>2,986.03</b>

**TOTAL INVOICE BALANCE:**

Total for this Invoice	2,986.03
[ Total HST: \$343.53 ]	
<b>Please remit total invoice balance due:</b>	<b>In Canadian Dollars</b>
	<b><u>2,986.03</u></b>

**GOWLING LAFLEUR HENDERSON LLP**

PER Cliff Prophet

**Our services are provided in accordance with our Standard Retainer Terms ([www.gowlings.com/RetainerTerms](http://www.gowlings.com/RetainerTerms)), subject to any other written retainer agreement entered into between the parties.**

Terms: due upon receipt  
Interest at the rate of 1.0% per annum will be charged on all amounts not paid within one month from the date of this invoice

Errors and omissions excluded  
GST/HST: 11936 4511 RT

page 1 of 3

**BDO Canada Limited**  
**Our Matter: T996710**  
**Receivership of Fairview Nursing Home Limited**

**PROFESSIONAL SERVICES**

<b>Date</b>	<b>Hours</b>	<b>Timekeeper</b>	<b>Description</b>
30/11/2015	0.20	Haddon Murray	Reviewed e-mail correspondence between P. Saguil and C. Prophet re: status of motion; call to M. Lem;
01/12/2015	0.10	Haddon Murray	Received and reviewed e-mail from A. Mailman re: defence counsel;
03/12/2015	0.10	Haddon Murray	Telephone attendance with M. Lem re: finalizing report; final revisions to report; email to M. Lem attaching final version of report;
03/12/2015	0.60	Haddon Murray	Attendance with C. Prophet re: issue with estate; call with C. Prophet to D. Lobl, left voicemail;
04/12/2015	0.60	Haddon Murray	Telephone attendance with counsel for insurer; e-mail correspondence with M. Morocco re: appointing counsel to Fairview; e-mail correspondence with A. Lo Cicero re: upcoming hearing; e-mail correspondence with A. Fogul re: hearing;
09/12/2015	1.70	Haddon Murray	Reviewed email correspondence with A. Lo Cicero re: conference call; attendance with C. Prophet re: conference call; telephone attendance with A. Lo Cicero and H. Vaughn re: December 14 hearing; drafting order;
10/12/2015	0.80	Evan Stitt	Drafted order re lifting of stay of proceedings;
14/12/2015	1.90	Haddon Murray	Received and reviewed email correspondence from H. Vaughn; preparation for and attendance at Commercial List re: lift stay order; attendance with C. Prophet re: reporting;
15/12/2015	0.10	Cliff Prophet	Instructions to H. Murray re reporting to E. Migus;
17/12/2015	0.30	Haddon Murray	Meeting with C. Prophet re: instructions; telephone attendance with E. Migus re: Fairview estate;

**Total Fees for Professional Services**

**\$2,642.50**

Terms: due upon receipt  
 Interest at the rate of 1.0% per annum will be charged on all amounts not paid within one month from the date of this invoice

Errors and omissions excluded

**Remittance Copy**

Client: 189570 BDO Canada Limited  
Matter: T996710  
RE: Receivership of Fairview Nursing Home Limited  
Amount Due: \$2,986.03

---

**PAYMENT BY CHEQUE:**

**Please return this page with your payment payable to Gowling Lafleur Henderson LLP**

**Remit to:** Gowling Lafleur Henderson LLP  
PO Box 466, STN D  
Ottawa, ON K1P 1C3  
Canada

**PAYMENT BY WIRE TRANSFER:**

**Pay by Swift MT 103 Direct to:**  
SWIFTCODE: CIBCCATT

**BENEFICIARY BANK:** Canadian Imperial Bank of Commerce  
119 Sparks Street, Ottawa, ON K1P 5B5

**TRANSIT NUMBER:** 0010-00006

**BENEFICIARY ACCOUNT NAME:** Gowling Lafleur Henderson LLP  
160 Elgin Street, Suite 2600, Ottawa ,ON K1P 1C3

**BENEFICIARY ACCOUNT NUMBER(S):** CDN Account: 41-02916  
USD Account: 02-21015

**US Corresponding Bank for US Dollar wires:**  
Well Fargo Bank, N.A. BIC: PNBUS3NNYC - ABA:026005092

\* if paying by wire or EFT please e-mail the remittance details to [payments@gowlings.com](mailto:payments@gowlings.com)

# Invoice

BDO Canada Limited  
 ATTN: Darren Griffiths  
 Senior Manager  
 25 Main Street West  
 Suite 805  
 Hamilton ON L8P 1H1

April 26, 2016  
 INVOICE: 18436630

Our Matter: T996710 / 189570  
 RE: Receivership of Fairview Nursing Home Limited

		<b>HST (13.0%)</b>
<b>Fees for Professional Services</b>	<b>\$6,240.00</b>	\$811.20
Total Fees	6,240.00	
Total Taxes	811.20	811.20
<b>Total Invoice</b>	<b>7,051.20</b>	
<b>Please remit balance due:</b>	<b>In Canadian Dollars</b>	<b>\$7,051.20</b>

**Cliff Prophet** Signed for & on behalf of Gowling WLG (Canada) LLP

Our services are provided in accordance with our Standard Terms of Business ([www.gowlingwlg.com/TermsOfBusiness](http://www.gowlingwlg.com/TermsOfBusiness)), subject to any other written engagement agreement entered into between the parties.

**GOWLING WLG (CANADA) LLP**  
 1 First Canadian Place, 100 King Street West,  
 Suite 1600, Toronto, Ontario, M5X 1G5, Canada

T +1 (416) 862 7525  
**gowlingwlg.com**

Gowling WLG (Canada) LLP is a member of Gowling WLG, an international law firm which consists of independent and autonomous entities providing services around the world. Our structure is explained in more detail at [www.gowlingwlg.com/legal](http://www.gowlingwlg.com/legal)



April 26, 2016  
 INVOICE: 18436630

**BDO Canada Limited**  
**Our Matter: T996710**  
**Receivership of Fairview Nursing Home Limited**

**PROFESSIONAL SERVICES**

<b>Date</b>	<b>Hours</b>	<b>Timekeeper</b>	<b>Description</b>
05/01/2016	0.60	Haddon Murray	Telephone attendance with B. Balogh re: insurance; email correspondence with E. Migus re: insurance; email to M. Morrocco re: insurance;
07/01/2016	0.80	Haddon Murray	Telephone attendance with B. Stoyles re: insurance; email correspondence with E. Migus re: insurance;
08/02/2016	1.40	Haddon Murray	Attendance with C. Prophet re: phone call; telephone attendance with D. Griffiths and E. Migus re: next steps; telephone attendance with C. Prophet re: phone call and next steps;
08/02/2016	0.50	Cliff Prophet	Conference call with E. Migus and D. Griffiths; instructions to H. Murray;
09/02/2016	0.60	Haddon Murray	Draft email to clients; discussion with C. Prophet re: draft email;
10/02/2016	1.60	Haddon Murray	Email correspondence with C. Prophet, telephone attendance with D. Griffiths, E. Migus re: motion; telephone attendance with C. Prophet re: phone call;
11/02/2016	0.50	Haddon Murray	Discussion with C. Prophet; email to D. Griffiths, E. Migus and C. Prophet re: motion;
12/02/2016	0.40	Haddon Murray	Email correspondence with D. Griffiths, E. Migus and C. Prophet re: motion; call to K. Kraft;
01/03/2016	3.50	Haddon Murray	Attendance with C. Prophet; telephone attendance with C. Prophet and K. Kraft; revised motion materials; telephone attendance with E. Migus, D. Griffiths and C. Prophet; further revision to motion materials;
01/03/2016	0.90	Cliff Prophet	Call with clients re settlement;
02/03/2016	1.90	Haddon Murray	Revised report; email to K. Kraft re: motion materials;

**Total Fees for Professional Services**

**\$6,240.00**

April 26, 2016  
INVOICE: 18436630

## Remittance Copy

Client: 189570 BDO Canada Limited  
Matter: T996710  
RE: Receivership of Fairview Nursing Home Limited  
Amount Due: \$7,051.20

---

### PAYMENT BY CHEQUE:

**Please return this page with your payment payable to Gowling WLG (Canada) LLP**

**Remit to:** Gowling WLG (Canada) LLP  
PO Box 466, STN D  
Ottawa, ON K1P 1C3  
Canada

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**Pay by Swift MT 103 Direct to:**  
SWIFTCODE: CIBCCATT

BENEFICIARY BANK: Canadian Imperial Bank of Commerce  
119 Sparks Street, Ottawa, ON K1P 5B5

TRANSIT NUMBER: 0010-00006

BENEFICIARY ACCOUNT NAME: Gowling WLG (Canada) LLP  
160 Elgin Street, Suite 2600, Ottawa ,ON K1P 1C3

BENEFICIARY ACCOUNT NUMBER(S): CDN Account: 41-02916  
USD Account: 02-21015

**US Corresponding Bank for US Dollar wires:**  
Wells Fargo Bank, N.A. BIC: PNBUS3NNYC - ABA:026005092

\* if paying by wire or EFT please e-mail the remittance details to [payments.ca@gowlingwlg.com](mailto:payments.ca@gowlingwlg.com)

**THE TORONTO-DOMINION BANK**

- and -

**FAIRVIEW NURSING HOME LIMITED**

Applicant

Respondent

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

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

(PROCEEDING COMMENCED AT TORONTO)

**AFFIDAVIT OF CLIFTON P. PROPHET  
(Sworn September 6, 2018)**

**GOWLING WLG (CANADA) LLP**  
Barristers and Solicitors  
1 First Canadian Place  
100 King Street West, Suite 1600  
Toronto, ON M5X 1G5

**Clifton P. Prophet / C. Haddon Murray  
(LSUC No.: 34845K / 61640P)**

Telephone: (416) 862-3604  
Facsimile: (416) 862-7661

**Solicitors for the Receiver**

tab 3

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

**THE HONOURABLE  
JUSTICE**



**WEDNESDAY, THE 19<sup>th</sup> DAY  
OF SEPTEMBER, 2018**

**B E T W E E N:**

**THE TORONTO-DOMINION BANK**

**Applicant**

– and –

**FAIRVIEW NURSING HOME LIMITED**

**Respondent**

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

**ORDER**

**THIS MOTION, MADE BY BDO CANADA LIMITED**, in its capacity as the Court-appointed Receiver (in such capacity, the “**Receiver**”), without security, of the assets, undertakings, and properties of Fairview Nursing Home Limited (the “**Debtor**”), for an Order substantially in the form attached as Tab 3 to the Motion Record of the Receiver, was heard this day at 330 University Avenue, Toronto, Ontario.

**ON READING** the Notice of Motion of the Receiver and the Third Report of the Receiver dated September 10, 2018 (the “**Third Report**”) and on hearing the submissions of counsel for the Receiver and any other counsel or person appearing from the Service List, as properly served as appears from the Affidavit of Michelle Pham sworn September 12, 2018, filed:

#### **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.

#### **APPROVAL OF THIRD REPORT**

2. **THIS COURT ORDERS** that the Third Report and the conduct, actions and activities of the Receiver described therein be and are hereby approved.

#### **R & D STATEMENT**

3. **THIS COURT ORDERS** that the Receiver's Interim Statement of Receipts and Disbursements included in the Third Report is hereby approved.

#### **SECOND DISTRIBUTION**

4. **THIS COURT ORDERS** that the Receiver's proposed second distribution as set out in the Third Report (the “**Second Distribution**”) is approved and that the Receiver is authorized and directed to make or pay the Second Distribution.

#### **FEE APPROVAL**

5. **THIS COURT ORDERS** that the interim fees and disbursements of the Receiver, as set out in the Affidavit of Eugene Migus, sworn September 10, 2018 and attached as Appendix "H" to the Third Report, is hereby approved.
6. **THIS COURT ORDERS** that the interim fees and disbursements of the Receiver's current counsel, Fogler, Rubinoff LLP, as set out in the Affidavit of Kyle Kuepfer, sworn

September 10, 2018 and attached as Appendix "I" to the Third Report; is hereby approved.

7. **THIS COURT ORDERS** that the final fees and disbursements of the Receiver's former counsel, Gowling WLG (Canada) LLP, as set out in the Affidavit of Clifton P. Prophet, sworn September 6, 2018 and attached as Appendix "J" to the Third Report, is hereby approved.

#### **BANKRUPTCY**

8. **THIS COURT ORDERS** that the Receiver has the authority to file an assignment in bankruptcy on behalf of the Debtor and to fund the costs of the bankruptcy filing from the proceeds in this receivership administration, limited to the amount of \$15,000.
-

**THE TORONTO-DOMINION BANK**

**- and -**

**FAIRVIEW NURSING HOME LIMITED**

**Applicant**

**Respondent**

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

***ONTARIO***  
**SUPERIOR COURT OF JUSTICE**  
**(COMMERCIAL LIST)**  
**(PROCEEDING COMMENCED AT TORONTO)**

**MOTION RECORD**

**FOGLER, RUBINOFF LLP**

Lawyers

77 King Street West, Suite 3000

PO Box 95, TD Centre North Tower

Toronto, Ontario M5K 1G8

**Scott Venton / Vern DaRe**

**(LSUC No.: 43383R / 32591E)**

Telephone: (416) 941-8870 / (416) 941-8842

Facsimile: (416) 941-8852

**Lawyers for BDO Canada Limited, in its capacity as  
court-appointed receiver of Fairview Nursing Home  
Limited**