

Court File No. CV-18-596938-CL

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

**BETWEEN:**

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO**

Applicant

- and -

**APARTMENTS FOR LIVING FOR PHYSICALLY  
HANDICAPPED ASSOCIATION**

Respondent

**FIRST REPORT OF THE RECEIVER AND LIQUIDATOR OF  
APARTMENTS FOR LIVING FOR PHYSICALLY  
HANDICAPPED ASSOCIATION**

**November 8, 2018**

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## I. INTRODUCTION

1. By Order of the Ontario Superior Court of Justice (Commercial List) ("**Court**") dated July 5, 2018 (the "**Appointment Order**"), RSM Canada Limited ("**RSM**") was appointed receiver and liquidator (the "**Receiver**"), without security, of all of the assets, undertakings and properties of Apartments for Living for Physically Handicapped Association ("**ALPHA**") including all proceeds thereof (the "**Property**") for the purpose of winding up ALPHA's affairs and distributing its property. A copy of the Appointment Order is attached to this report as Appendix "A".
2. The Appointment Order authorizes the Receiver to, among other things,:
  - i) take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property; and
  - ii) market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate.
3. The Appointment Order referred to in this report, together with related Court documents, has been posted on the Receiver's website, which can be found at *rsmcanada.com/alpha*.

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### **Purpose of First Report**

4. The purpose of this first report of the Receiver (the "**First Report**") is to:
- (a) report to the Court on the activities of the Receiver since the date of the Appointment Order to November 2, 2018;
  - (b) provide to the Court details of the activities leading to receipt of an offer for the Debtor's primary asset, namely the property municipally known as 3185 Forest Glade Drive, Windsor, Ontario (the "**Windsor Property**");
  - (c) seek an order authorizing and directing the Receiver to carry out the terms of the agreement of purchase and sale between the Receiver and Redstone Living Inc. ("**Redstone**" or the "**Purchaser**") dated September 13, 2018 (the "**APS**") in connection with the sale of the Windsor Property, together with any further amendments thereto deemed necessary by the Receiver in its sole opinion, and vesting title to the Windsor Property in the Purchaser, or in such party as the Purchaser may further direct in writing, upon closing of the APS and the delivery of the Receiver's Certificate to the Purchaser;
  - (d) seek an order sealing Confidential Appendix "1" to the First Report together with the confidential schedules referred to therein;
  - (e) provide the Court with a summary of the Receiver's cash receipts and disbursements for the period July 5, 2018 to November 2, 2018;
  - (f) seek an order approving the fees and disbursements of the Receiver for the period ending October 31, 2018;

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- (g) seek an order approving the fees and disbursements of the Receiver's legal counsel, Torkin Manes LLP ("**Torkin**") for the period July 5, 2018 to September 28, 2018; and
  - (h) seek the Court's approval of the First Report, including Confidential Appendix 1, and the Receiver's conduct and activities described therein.

### **Terms of Reference**

- 5. In preparing this First Report and making the comments herein, the Receiver has relied upon information from third-party sources (collectively, the "**Information**"). Certain of the information contained in this First Report may refer to, or is based on, the Information. As the Information has been provided by other parties, or obtained from documents filed with the Court in this matter, the Receiver has relied on the Information and, to the extent possible, reviewed the Information for reasonableness. However, the Receiver has not audited or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Canadian Auditing Standards pursuant to the CPA Canada Handbook and, accordingly, the Receiver expresses no opinion or other form of assurance in respect of the Information.
- 6. Unless otherwise stated, all dollar amounts contained in the First Report are expressed in Canadian dollars.

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## II. BACKGROUND

7. ALPHA is a corporation without share capital formed in 1971 under the Corporations Act for the purpose of operating a social housing project (the “ALPHA Housing Project”) and providing an attendant care program to assist low and moderate income individuals with special needs with activities of daily living. ALPHA operated the ALPHA Housing Project at the Windsor Property.
8. In 1994, ALPHA announced that it was terminating its attendant care program for residents at the ALPHA Housing Project and that it had been unable to make arrangements for a replacement care provider. As a result, in March, 1994, the Ministry of Health and Long-Term Care (“MOHLTC”) assumed control of the affairs of ALPHA and the ALPHA Housing Project.
9. In 2012, MOHLTC determined that the Windsor Property was no longer suitable for ALPHA’s residents. ALPHA’s residents were subsequently moved to other accommodations and the ALPHA Housing Project ceased operations. The Windsor Property has remained vacant since that time.
10. As at the date of the Appointment Order, ALPHA carried on no active business and had no employees.
11. All of ALPHA’s directors appear to have resigned in 1994 and no directors or members of ALPHA have been involved with the affairs of ALPHA since March 1994.
12. ALPHA’s assets are comprised of (i) the Windsor Property, a one storey, 13 unit apartment complex; and (ii) cash and investments.

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13. The Applicant, Her Majesty the Queen in Right of Ontario, has continued to fund ALPHA's ongoing liabilities and expenses, including payments due under ALPHA's mortgage with Canada Mortgage and Housing Corporation ("CMHC").
  14. As the Applicant no longer wished to continue to fund payment of ALPHA's ongoing liabilities, and for other just and equitable reasons, the Applicant commenced this proceeding, seeking an order providing for the winding up of ALPHA and appointing a receiver and liquidator to sell the Windsor Property and use the proceeds from the sale, and ALPHA's other assets, to pay ALPHA's liabilities.
  15. On July 5, 2018, the Court issued the Appointment Order, and RSM was thereby appointed as the Receiver of ALPHA.
  16. Torkin is counsel to the Receiver.

### III. RECEIVER'S ACTIVITIES TO DATE

#### *Property Manager*

17. Upon the issuance of the Appointment Order, the Receiver contacted Larlyn Property Management Ltd. ("Larlyn"), the property manager retained by MOHLTC to manage the Windsor Property, and notified Larlyn of the Receiver's appointment.
18. The Receiver was of the view that it was practical in the circumstances to retain Larlyn for the purpose of continuing to manage the Windsor Property during the marketing process for the Windsor Property and prior to its sale by the Receiver. The Receiver has entered into an agreement with Larlyn pursuant



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to which Larlyn provides property management services at the Windsor Property during this period. A copy of the management agreement is attached to this report as Appendix "B".

### *Cash*

19. ALPHA held cash and short-term investments totaling approximately \$490,000 at WFCU Credit Union ("WFCU"). The Receiver arranged for the transfer of \$473,436.80 to the Receiver's trust account on July 20, 2018. A balance of \$17,000 was left in the ALPHA account at WFCU in order to ensure that there would be sufficient funds to cover any cheques that had been issued by Larlyn from ALPHA's account in connection with its management of the Windsor Property, but which had not yet cleared. In addition, the ALPHA bank account was kept open to allow time for Larlyn to cancel pre-authorized debits and for the Receiver to arrange for the redirection of automatic deposits in respect of a provincial subsidy that ALPHA was receiving.
20. As at October 30, 2018, the ALPHA bank account had a balance of \$16,289.17. This amount was transferred to the Receiver's bank account on October 30, 2018 and the WFCU account was closed.

### *Insurance*

21. On July 5, 2018, the Receiver contacted All-Risks Insurance Brokers Limited ("All-Risk"), ALPHA's insurance broker, to: (i) notify All-Risk of the receivership, (ii) enquire if ALPHA's insurance coverage was still in effect and (iii) obtain confirmation that the insurer would continue coverage during the receivership. All-Risk advised the Receiver that coverage for the Windsor

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Property had lapsed on June 1, 2018 as the insurer did not want to continue to provide coverage due to the length of time the building had remained vacant. All-Risk had been unable to source an alternate quotation.

22. The Receiver immediately contacted its insolvency insurance broker and, after obtaining additional detail on the Windsor Property from Larlyn, was able to arrange for liability and property coverage effective July 5, 2018.

*Books and Records*

23. ALPHA's financial records have been maintained by and are in the possession of Larlyn.

**IV. MARKETING ACTIVITIES**

24. On July 11, 2018, the Receiver contacted Colliers International ("**Colliers**"), CBRE Limited and Avison Young to invite them to submit listing proposals for the marketing and sale of the Windsor Property. After reviewing the listing proposals received from the three brokers, the Receiver selected Colliers as listing agent to market the Windsor Property for sale. The Receiver was of the view that the Colliers proposal offered the best combination of a lower commission rate of 5% and a shorter marketing period of 3 to 6 months.
25. Colliers launched its marketing campaign on or about August 14, 2018. The highlights of the sales process undertaken by Colliers are summarized below:
  - a. on August 14, 2018, the Windsor Property was listed on Colliers' website where it was viewed 1,169 times;
  - b. on August 20, 2018, the Windsor Property was listed for sale on MLS;

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- c. on August 20, 2018, the Windsor Property was listed on Realtor.ca where it was viewed 1,230 times;
  - d. on August 30, 2018, an email blast was sent to Colliers' list of 1,465 unique contacts and 660 people looked at the email while 47 recipients clicked on the link in the email; and
  - e. tours of the Windsor Property were conducted for 15 different parties.

Copies of the MLS listing and email blast are attached as Appendix "C" to this report.

#### **V. OFFERS RECEIVED FOR THE WINDSOR PROPERTY**

- 26. As of the deadline for the submission of offers, September 14, 2018, Colliers had received five offers. Confidential Appendix "1" attached to this report provides a summary of the offers received by Colliers and sets out the rationale for the Receiver's recommendation that this Honourable Court approve the Receiver completing the sale of the Windsor Property to Redstone.

#### **VI. REDSTONE APS**

- 27. Without reference to the purchase price (disclosed in Confidential Appendix "1"), set out below are the salient terms of the Redstone APS (all capitalized terms not defined in this report are used as defined in the APS):
  - i) a deposit of 5% of the Purchase Price is to be deposited in the trust account of the Receiver, to be paid as follows:
    - (a) 1% shall be paid upon the full execution of the APS; and

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- (b) the remaining amount of the deposit shall be paid upon waiver of the Purchaser's condition;
  - ii) the agreement is conditional on court approval of the APS and the issuance of an order vesting title to the Windsor Property in the Purchaser free and clear of claims and encumbrances, other than those specifically itemized in the agreement;
  - iii) the Purchaser is buying the Property on an "as is, where is" basis; and
  - iv) closing of the sale is scheduled to occur ten (10) business days following the date on which the Approval and Vesting Order is granted, or such other date as agreed between the Purchaser and the Receiver in writing.

## **VII. APPROVAL OF SALE**

28. The Receiver believes that the sales process undertaken by the Receiver was appropriate for the type of property in question, that it provided sufficient market exposure to the Windsor Property and that it resulted in obtaining a commercially reasonable offer for the following reasons:
- a. the Windsor Property was listed for sale with Colliers, and was listed on MLS and Realtor.ca;
  - b. the listing was viewed over 1,000 times;
  - c. the Windsor Property was exposed to the market for approximately four weeks;
  - d. tours of the Windsor Property were conducted for 15 different parties; and
  - e. five offers were received for the Windsor Property.

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29. The Receiver believes that details of the APS should be kept confidential until the closing of the transaction. The Receiver is of the view that public disclosure thereof would have a negative impact on the future marketing of the Windsor Property should the transaction(s) not be approved or completed. Therefore, the Receiver respectfully requests that Confidential Appendix "1", as well as the confidential schedules included and referred to therein, be sealed by this Honourable Court until after the sale transaction closes.

#### VIII. SECURED OR PRIORITY CLAIMS

30. Attached hereto as **Appendix "D"** is a copy of the Parcel Register for the Windsor Property dated April 6, 2018 ("**Title Search**").
31. Attached hereto as **Appendix "E"** is a copy of a search conducted against ALPHA under the Personal Property Security Registration System dated November 4, 2018 ("**PPSA Search**"). As of November 4, 2018, there were no current registrations against ALPHA.
32. CHMC has a first mortgage registered on title to the Windsor Property as instrument number LT55522 in the amount of \$790,987. The Receiver has been provided with, and is currently reviewing, a discharge statement provided by CHMC in connection with the CHMC mortgage.
33. Torkin has provided its opinion to the Receiver that the CMHC mortgage has been validly registered and constitutes a valid and binding obligation of ALPHA in favour of CMHC and is enforceable by CMHC in accordance with the mortgage terms against the Receiver.

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34. Larlyn has advised the Receiver that according to its records, ALPHA has never collected or remitted HST. In addition, ALPHA does not appear to have been in operation since 2012 and likely had no employees since that time. Larlyn does not prepare any statutory filings or returns on behalf of ALPHA. Accordingly, it does not appear that CRA would have any deemed trust claims against ALPHA.
35. According to information obtained by the Receiver from the City of Windsor website, ALPHA does not owe any property taxes to the City of Windsor. The Receiver has been verbally advised by the City of Windsor that, as a not-for-profit, ALPHA is not required to pay property taxes in connection with the Windsor Property. A copy of the Tax and Assessment Information obtained from the City of Windsor website, which indicates that the Windsor Property is assessed as "Exempt", is attached hereto as Appendix "F".

#### **IX. RECEIVER'S INTERIM STATEMENT OF RECEIPTS AND DISBURSEMENTS**

36. Attached to this report as **Appendix "G"** is the Receiver's Interim Statement of Receipts and Disbursements for the period July 5, 2018 to November 2, 2018 (the "**R&D**"). During this period, receipts were \$541,495 while disbursements were \$80,163, resulting in a net cash surplus of \$461,331.

#### **X. PROFESSIONAL FEES**

37. The Receiver's accounts total \$33,856.50 in fees plus HST of \$4,401.35 for a total amount of \$38,257.85 for the period ending October 31, 2018 (the

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**“Receiver’s Accounts”**). Copies of the Receiver’s Accounts, setting out the total billable hours charged per the accounts, are attached to the Affidavit of Daniel Weisz sworn November 7, 2018 that is attached to this report as **Appendix “H”**.

38. The accounts of the Receiver’s counsel, Torkin, total \$3,922.00 in fees and disbursements and \$507.59 in HST for a total of \$4,429.59 (the **“Torkin Accounts”**) for the period ending September 28, 2018. A copy of the Torkin Accounts, together with a summary of the personnel, hours and hourly rates described in the Torkin Accounts, supported by the Affidavit of Jeffrey J. Simpson sworn November 8, 2018 is attached to this report as **Appendix “I”**.

#### **XI. NEXT STEPS OF THE RECEIVER**

39. Following the completion of the sale of the Windsor Property, the Receiver will begin the process of winding up ALPHA. As part of this process, the Receiver intends to prepare a further Report setting out its recommendations as to any appropriate interim distributions which may be made from funds on hand and a suitable claims process to be implemented with respect to any remaining funds, as it is anticipated that there will be a surplus remaining after payment of ALPHA’s secured creditors.

#### **XII. CONCLUSION**

40. The Receiver respectfully requests that the Court grant an Order which provides for the following:

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- (a) authorizing and directing the Receiver to carry out the terms of the APS;
  - (b) sealing Confidential Appendix "1 to the First Report, together with the confidential schedules referred to therein;
  - (c) approving the R&D;
  - (d) approving the fees and disbursements of the Receiver for the period ending October 31, 2018;
  - (e) approving the fees and disbursements of Torkin for the period ending September 28, 2018; and
  - (f) approving the First Report, including Confidential Appendix 1, and the conduct and activities of the Receiver as set out therein.

All of which is respectfully submitted to this Court as of this 8th day of November, 2018.

**RSM CANADA LIMITED**

In its capacity as Court Appointed Receiver and Liquidator of  
Apartments for Living for Physically Handicapped Association  
and not in its personal capacity



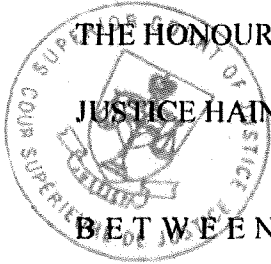
Per: Daniel Weisz, CPA, CA, CFF, CIRP, LIT  
Senior Vice President

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TAB A

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



THE HONOURABLE )

JUSTICE HAINES )

BETWEEN :

THURSDAY, THE 5<sup>TH</sup>

DAY OF JULY, 2018

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO**

Applicant

- and -

**APARTMENTS FOR LIVING FOR PHYSICALLY HANDICAPPED ASSOCIATION**

Respondent

APPLICATION FOR A WINDING-UP ORDER AND THE APPOINTMENT OF A  
RECEIVER AND LIQUIDATOR PURSUANT TO THE *CORPORATIONS ACT*, R.S.O. 1990,  
c C.38 AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c.C.43

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**ORDER**

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THIS APPLICATION made by the Applicant, Her Majesty the Queen in right of Ontario (“Ontario”), for an Order winding up Apartments For Living For Physically Handicapped Association (“ALPHA”) pursuant to section 243(d) of the *Corporations Act*, R.S.O. 1990, c. C. 38, as amended (the “*Corporations Act*”) and appointing RSM Canada Limited as receiver and liquidator, without security, of all of the assets, undertakings and properties of ALPHA pursuant to section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended, and section 246(1) of the *Corporations Act*, for the purpose of winding up ALPHA’s affairs and distributing its property (in such capacities, the “Receiver”), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of Miriam Johnston, sworn April 12, 2018, and the Exhibits thereto, and on hearing the submissions of counsel for Ontario, no one appearing for ALPHA on whom service of the Application Record was attempted on May 25, 2018 but whose address was found closed and vacant according to the Affidavit of Ernest Holden, sworn May 26, 2018, and on reading the consent of RSM Canada Limited to act as the Receiver,

#### **SERVICE**

1. **THIS COURT ORDERS** that the time for service of the Applicant's Application Record, Factum and Book of Authorities is hereby validated so that this Application is properly returnable today and hereby dispenses with further service thereof.
2. **THIS COURT DECLARES** that ALPHA is a corporation governed by the *Corporations Act* and that it is just and equitable that ALPHA be wound up by this Court under the provisions of the *Corporations Act*.

#### **WINDING UP & APPOINTMENT OF RECEIVER**

3. **THIS COURT ORDERS** that pursuant to sections 243(d) and 245 of the *Corporations Act*, ALPHA be wound-up in accordance with the terms of this Order.
4. **THIS COURT ORDERS** that pursuant to section 246(1) of the *Corporations Act* and section 101 of the *Courts of Justice Act*, RSM Canada Limited is hereby appointed receiver and liquidator, without security, of all of the assets, undertakings and properties of ALPHA, including all proceeds thereof (the "**Property**") for the purpose of winding up ALPHA's affairs and distributing its Property.

#### **RECEIVER'S POWERS**

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

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate, and carry on the business of ALPHA, 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 ALPHA;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of ALPHA or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to ALPHA and to exercise all remedies of ALPHA in collecting such monies, including, without limitation, to enforce any security held by ALPHA;
- (g) to settle, extend or compromise any indebtedness owing to ALPHA;

- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of ALPHA, for any purpose pursuant to this Order;
- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to ALPHA, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
  - (i) without the approval of this Court in respect of any transaction not exceeding \$100,000 provided that the aggregate consideration for all such transactions does not exceed \$250,000; and
  - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act* shall not be required, and in each case the Ontario *Bulk Sales Act* shall not apply;
- (l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;

- (m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership and liquidation, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of ALPHA; and,
- (p) 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 ALPHA, and without interference from any other Person.

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

6. **THIS COURT ORDERS** that (i) ALPHA, (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 deliver all such Property to the Receiver upon the Receiver's request.

7. **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 ALPHA, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 7 or in paragraph 8 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.

8. **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**

9. **THIS COURT ORDERS** that no proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

**NO PROCEEDINGS AGAINST ALPHA OR THE PROPERTY**

10. **THIS COURT ORDERS** that no Proceeding against or in respect of ALPHA 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 ALPHA or the Property are hereby stayed and suspended pending further Order of this Court.

**NO EXERCISE OF RIGHTS OR REMEDIES**

11. **THIS COURT ORDERS** that all rights and remedies against ALPHA, 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 ALPHA to carry on any business which ALPHA is not lawfully entitled to carry on, (ii) exempt the Receiver or ALPHA 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**

12. **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 ALPHA, without written consent of the Receiver or leave of this Court.

**CONTINUATION OF SERVICES**

13. **THIS COURT ORDERS** that all Persons having oral or written agreements with ALPHA 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 ALPHA are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of ALPHA'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 Receiver in accordance with normal payment practices of ALPHA or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

#### **RECEIVER TO HOLD FUNDS**

14. **THIS COURT ORDERS** that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "**Receivership Accounts**") and the monies standing to the credit of such 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.

#### **PIPEDA**

15. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "Sale"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by ALPHA, 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, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

### RECEIVER'S ACCOUNTS

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 unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge 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 (the "Receiver's Charge").

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 standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

#### **FUNDING OF THE RECEIVERSHIP AND LIQUIDATION**

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 \$250,000 (or such other amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "Receiver's Borrowings Charge") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge.

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

23. **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.

24. **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**

25. **THIS COURT ORDERS** that the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to ALPHA's creditors or other interested parties at their respective addresses as last shown on the records of ALPHA and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

26. **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.

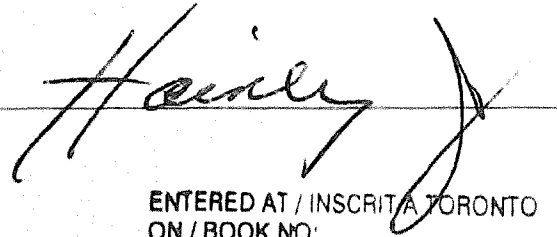
27. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals,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

28. **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.

29. **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 ALPHA's estate with such priority and at such time as this Court may determine.

30. **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.



ENTERED AT / INSCRITA TORONTO  
ON / BOOK NO:  
LE / DANS LE REGISTRE NO:

JUL 05 2018

PER / PAR: 

**SCHEDULE "A"**  
**RECEIVER'S CERTIFICATE**

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

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

1. **THIS IS TO CERTIFY** that RSM Canada Limited, the receiver and liquidator ("Receiver") of the assets, undertakings and properties of Apartments For Living For Physically Handicapped Association ("ALPHA") acquired for, or used in relation to a business carried on by ALPHA, including all proceeds thereof (collectively, the "Property") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated the 5<sup>th</sup> day of July, 2018 (the "Order") made in an application having Court file number CV-18-596938-CL, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$ \_\_\_\_\_, being part of the total principal sum of \$ \_\_\_\_\_ which the Receiver is authorized to borrow under and pursuant to the Order.

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

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

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

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver

to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

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

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

DATED the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

RSM Canada Limited, solely in its capacity  
as Receiver of the Property, and not in its  
personal capacity

Per:

\_\_\_\_\_  
Name: Daniel Weisz

Title: Senior Vice-President

**HER MAJESTY THE QUEEN IN RIGHT  
OF ONTARIO**

- v -

**APARTMENTS FOR LIVING FOR PHYSICALLY  
HANDICAPPED ASSOCIATION**

Applicant

Respondent

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(Commercial List)**

**ORDER**

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Lawyers for the Applicant,  
Her Majesty the Queen in right of Ontario



TAB B



**MANAGEMENT AGREEMENT**

**RSM Canada Limited  
Receiver and Liquidator of Apartments for Living  
for Physically Handicapped Association**

**3185 Forest Glade Drive  
Windsor, Ontario**

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**MANAGEMENT AGREEMENT**

THIS AGREEMENT made as of the 5<sup>th</sup> day of July 2018.

**BETWEEN:**

**RSM CANADA LIMITED, solely in its capacity as the Court-appointed Receiver and Liquidator, without security, of all of the assets, undertakings and properties of Apartments For Living For Physically Handicapped Association with no personal or corporate liability (hereinafter called the "Receiver")**

**OF THE FIRST PART**

**-and-**

**LARLYN PROPERTY MANAGEMENT LTD.**

**(hereinafter called the "Manager")**

**OF THE SECOND PART**

**WHEREAS** RSM Canada Limited is the Court-appointed Receiver and Liquidator, without security, of all of the assets, undertakings and properties of Apartments for Living for Physically Handicapped Association ("ALPHA");

**WHEREAS** ALPHA is the owner of the land, building and premises municipally known as 3185 Forest Glade Drive, Windsor, Ontario (the "Property");

**WHEREAS** the Manager has represented to the Receiver that it is engaged in the business of real property management and has acquired expert knowledge in this field and personnel to fulfil its covenants and obligations hereunder;

**AND WHEREAS** the Receiver wishes to retain the Manager to manage the Property and the assets of the Property and the Manager agrees to do so, in accordance with the terms and conditions of this Agreement;

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the promises and the mutual covenants and agreements herein contained and other valuable consideration, the Receiver appoints the Manager and the Manager hereby accepts appointment as the exclusive Manager of the Property and the Assets of the Property on the terms and conditions hereinafter set forth;

**I. APPOINTMENT**

The Receiver engages, on an exclusive basis, the Manager to administer, operate and manage the Property.

## II. ACCEPTANCE

The Manager accepts the engagement and agrees to and with the Receiver to administer, operate and manage the Property (under the ultimate direction of the Receiver) in accordance with the policies and directions from time to time established by the Receiver in writing and with the terms and conditions herein. The Manager shall administer, manage, operate and maintain the Property in a faithful, diligent and honest manner and in accordance with the professional standards as would be expected from any reasonable and prudent property manager experienced in performing like services and functions, taking into account actual funding made available to the Manager.

## III. TERM

The Receiver hereby appoints the Manager subject to overall control of the Receiver and to the specific provisions hereof, to administer, operate and manage the Property commencing on the 5<sup>th</sup> day of July, 2018 (the "Effective Date") and to continue until the earlier of:

- (a) Four (4) months after the Effective Date (the "Initial Term"), provided, however, that at the expiration of the Initial Term, this Agreement shall be automatically renewed for additional periods of one (1) month each (each, a "Renewal Term"), unless either party notifies the other party in writing of its intent not to renew this Agreement at least 30 days prior to the end of the Initial Term or any Renewal Term as applicable. The date on which this Agreement expires or is terminated is referred to herein as the "Termination Date". "Term" shall mean the period from the Effective Date through the Termination Date. Notwithstanding the foregoing or anything else contained herein, at any time following the expiration of the Initial Term, either party shall have the option of terminating this Agreement with sixty (60) days prior written notice to the other party without cause or penalty; or
- (b) the date that the Receiver sells or no longer has authority to deal with the Property; or
- (c) the date that a party terminates this Agreement in accordance with paragraph XVI.

## IV. MANAGEMENT SERVICES

The Manager shall use its best efforts to assist the Receiver in the management, supervision, control and administration of the Property and of the assets of the Property. The Manager will, at all times, follow the direction of the Receiver and endeavour to act in the best interests of the Property. The Manager shall conduct its duties consistent with federal, provincial and municipal laws, by-laws and regulations as they pertain to the operation of the Property.

Without limiting the generality of the above, the Manager shall perform, in particular, the following specific duties, subject to the direction of the Receiver:

- (a) Property Funds
  - i) Disbursements

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To make review and approve all invoices for all accounts properly incurred by or on behalf of the Property and scan and e-mail the approved invoices to the Receiver at [jeff.berger@rsmcanada.com](mailto:jeff.berger@rsmcanada.com) for payment;

ii) **Insurance**

If requested in writing by the Receiver, to arrange for the insurance required by the Property in accordance with the amounts of such insurance to be as directed by the Receiver. Refer to section XIV herein;

iii) **General Maintenance & Repairs**

To repair and maintain or cause to be so repaired and maintained, those parts of the Property and assets of the Property which require repair and maintenance and without limiting the generality of the foregoing, to arrange for (subject to subparagraphs (l and m) herein below) the supply as may be required of electricity, water and other utilities and services and to arrange through use of independent contractors as in each instance may seem the most desirable for the effective and economical operation, maintenance and repair of the Property and its equipment so as to comply with the regulations and requirements of which the Manager is notified by the local Health, Police and Fire Departments and any other Municipal, Provincial and Federal authorities having jurisdiction which affect the Property, and without limiting the generality of the foregoing, such arrangements shall include where applicable to the Property, and subject to subparagraph (g) below to maintain such staff on behalf of and at the expense of the Property as may be required at all times promptly and efficiently to carry out the foregoing, and any other requirements and instructions of the Receiver of the Property.

(b) **Maintenance of Property**

To establish a long-term preventive maintenance program in consultation with the Receiver relating to all aspects of the physical components of the Property, including the mechanical, electrical and plumbing systems and to prepare for the Receiver's written approval general maintenance procedures and schedules to be followed by the on-site employees of the Manager. Manager shall ensure that the building on the Property is heated and cooled to reasonable temperatures according to the season and will cause the heating and air conditioning system(s) to be serviced and maintained in good working order. Any costs associated with maintenance and/or repairs to heating and air conditioning systems shall be discussed with the Receiver who shall determine how it wishes the Manager to proceed.

(c) **Insurance Claims**

If requested in writing by the Receiver, to negotiate all insurance policies and arrange for any appraisals in connection therewith which may be required by the Receiver, and to supervise insurance or other claims by or against the Property and to see that the rights of the Property in respect to such claims are protected including the filing of notices of claim but not including the adjusting of any loss.

**(d) Inadequate Performance by Contractors**

To use reasonable diligence to ensure that contracts and agreements between the Receiver and any supplier or service personnel are performed in accordance with their terms and to inform the Receiver in writing in the event performance is considered by the Manager to be inadequate or contrary to the agreed terms and where services are properly performed and/or materials provided in accordance with the contract, to arrange for prompt payment of trade invoices approved by the Receiver.

**(e) Construction Liens**

To use its best efforts to ensure that no claim or lien shall be filed in respect of any work which may be carried out on behalf of the Receiver against the title to the Property and if a claim or lien shall be filed in respect of such work, the Manager shall forthwith notify the Receiver of same with full particulars and take all necessary steps, at the cost of the Receiver, to have the same removed and discharged.

**(f) Supervision of Employees**

To direct and periodically supervise any and all persons employed pursuant to this Agreement, for the operation and maintenance of any equipment in existence or which might be in existence and which the Receiver desires or is obliged to operate and maintain, and arrange and be responsible for any technical instructions of personnel employed at the Property which may be required for the proper operation and maintenance of such equipment.

**(g) Maintenance Schedule**

Duly approved in writing by the Receiver, to arrange for the preparation of such work as may be necessary to direct on a regular basis the activities of all persons employed to work at the Property and to provide such supervision as may be reasonably necessary. To provide the necessary supervision of tradesmen required from time to time at the Property, it being understood that these tradesmen will take their direction only from the Manager's authorized personnel.

**(h) Contracts**

If requested in writing by the Receiver, to make contracts in the name of the Receiver for electricity, gas fuel, water, heating, air-conditioning, lighting, landscaping, telephone, general cleaning, window cleaning, trash or rubbish hauling and other services as the Manager shall deem advisable.

**(i) Long-Term Contracts**

To supply, at the Receiver's written request, copies of all current contracts and agreements. The Manager shall advise the Receiver of the necessity of renewal or cancellation of the foregoing, with such notice that the Receiver may approve of or terminate such contracts and agreements so as to provide uninterrupted service to



the Property. Any new contracts will be in the name of the Receiver and shall be executed by the Receiver.

(j) **Protection of the Property**

The Manager shall attend at the Property a minimum of three times per week to conduct interior and exterior site visits to check that the Property is properly secured, free from garbage, and that there are no plumbing, heating, lighting or other maintenance or security issues. In the event that there has been any damage or mischief done to the Property, the Manager shall forthwith apprise the Receiver of same.

(k) **General Authority**

Subject to written approval by the Receiver, either for specific contracts and agreements or generally for certain classes of contract or agreements, generally to do and perform and where desirable contract as agent for and in the name of the Receiver for all things desirable or necessary for the proper and efficient management of the Property (including the giving of proper attention to any complaints and endeavouring as far as is economical to reduce waste) and to perform every other act whatsoever in or about the Property to carry out the intent of this Agreement provided, however, that the Manager shall not authorize any work, repairs, alterations or maintenance estimated to cost in excess of \$2,000.00 for any one item, without first obtaining the Receiver's prior written approval to proceed with such work, except for monthly or recurring operating charges, and provided further that in the case of any work, repairs, alterations or maintenance estimated to cost in excess of \$2,000.00, the Manager shall obtain the prior written approval of the Receiver. The Receiver shall provide its approval or other direction to the Manager within seven (7) clear business days of receipt of the Manager's written request for approval. If, in its opinion, there exists a hazardous situation which could cause personal injury or damage to the Property or its equipment or contents or which could impair the value of the Receiver's interest or which could cause the suspension of any service to the Receiver at a time when the Receiver or its representatives cannot be reasonably located for the purpose of giving approval for such work, or if failure to do such work might expose either the Receiver or the Manager or both to the imposition of penalties, fines, imprisonment or any other substantial liability, then the Manager is hereby authorized to proceed with such work as in its sole and absolute discretion it reasonably determines to be urgently necessary for the protection and preservation of the Property or its equipment or contents or the Receiver's interest therein or to protect the Receiver or the Manager from exposure to fines, penalties, imprisonment or any other substantial liability subject, however, in each and every instance to the Residential Tenancies Act (if applicable). The Manager shall in the case of a hazardous situation report to the Receiver as soon as possible. To this end the Receiver hereby authorizes the Manager, its servants or agents or employees to effect such necessary work which, in the Manager's sole and absolute discretion, acting reasonably, it determines to be urgently necessary for the protection and preservation of the Property or its equipment or contents or the Receiver's interest therein or to protect the Receiver or the Manager from exposure to fines, penalties, imprisonment or any other substantial liability.

**(l) Materials, Equipment and Supplies**

To purchase, subject to (o) above and on behalf of the Receiver such equipment, tools, appliances, materials and supplies as are necessary for the proper operation and maintenance of the Property. All such purchases and contracts shall be at the expense of the Receiver. No materials, equipment, tools, appliances, materials or supplies of goods in excess of \$500.00 for any one item will be purchased without first obtaining the Receiver's prior written approval.

**(m) Inventory**

To maintain as accurately as possible a list of all inventory, equipment and chattels of the Property as part of the Property's records.

**(n) Emergency Situations**

The Manager will at all times keep the Receiver advised of the telephone number(s) at which an agent or employee of the Manager may be reached at any time during normal business hours, or at any time during the day or night in respect of any emergency involving the Property and assets of the Property, and the Manager will make all arrangements to deal immediately with any emergency arising in connection with the maintenance and operation of the Property and assets of the Property. The Manager shall deal in the first instance with minor emergencies and infractions and shall forthwith report to the Receiver any major emergency. It is understood and agreed by the parties hereto that the Manager shall, in its discretion, determine whether or not an emergency exists and whether or not such emergency is of a minor or major nature.

**(o) Fire and Safety**

If required, to record and put into practice a formal fire and safety plan, the costs of which shall be borne by the Property, which shall at minimum include:

- i) compliance with the Provincial and Federal Fire Codes;
- ii) identification and elimination on a planned basis of hazards to safety.

The Receiver agrees to indemnify and hold the Manager, its Directors, Officers, and employees harmless of and from all loss, cost, penalties, fines, damages, expense and liability whatsoever which may be imposed by reason of any present or future violation or alleged violation of such laws, ordinances, statutes or regulations by the Receiver unless for a matter which Manager was to remedy.

**(p) Tours of the Property**

If requested by the Receiver, to attend at the Property to give access to the Property to the real estate agent retained by the Receiver or such other real estate agent as Receiver advises Manager of, to market the Property for sale and to ensure that the Property is locked up and secure after the departure of the real estate agent.

(q) **Management Signage**

The Receiver hereby authorizes the Manager to erect a sign of reasonable size and at a location not interfering with any "for sale" signage located on the Property) on the Property indicating that the Manager is authorized to operate and manage the Property.

**V. ADMINISTRATIVE SERVICES**

The Manager agrees that during the term of this Agreement, it will provide all management services required in connection with the entire undertaking of the Receiver as may be necessary in the performance of its duties provided, however, that the Manager shall not be responsible for the duties of the Receiver. Without limiting the generality of the foregoing, the Manager shall perform the following specific duties:

(a) **Books and Records of the Receiver**

If requested in writing by the Receiver, to keep the Receiver books of account and retain full and proper records regarding all financial transactions involved in the management of the Property and forward to the Receiver each month a statement of receipts and disbursements summarizing the transactions made during the preceding month and as more particularly described in paragraph (c) herein below. All books and records kept in relation to the management of the Property shall be the property of the Receiver and upon termination of this Agreement shall be forthwith surrendered to the Receiver or to a representative of the Receiver, designated in writing. Any time during the term of this Agreement and any renewal period, the said books of account and records shall be accessible to the Receiver who shall have access at all reasonable times during business hours upon forty-eight (48) hours written notice to inspect and examine the same. Until termination of the managerial function, the Receiver' books and records of accounts shall be physically kept with the Manager. In the event the Receiver discovers weaknesses in internal controls or errors in record keeping, the Manager shall correct discrepancies either upon discovery or within a reasonable time thereafter.

(b) **Annual and Initial Budget**

To prepare and present to the Receiver at least forty-five (45) days before the commencement of each fiscal year during the term of this Agreement, an estimated budget in writing for the following year and for the approval of the Receiver. The Receiver shall in writing approve the budget with any reasonable amendments thereto within 30 clear days of receipt thereof; and if the Receiver fails to approve or amend the budget within the time specified the budget shall be deemed to have been approved by the Receiver. The Manager shall not require further approval to pay any operating, capital or other expense which is provided for in the approved budget. The Manager shall consult with the Receiver whenever it appears desirable or necessary to revise the budget.

An initial draft budget shall be prepared and submitted to the Receiver within sixty (60) days from the commencement date if one is not already existing.

**(c) Financial Reporting**

1. If requested by the Receiver, to provide the Receiver with monthly and year-to-date itemized unaudited financial statements showing:
  - i) Property income and expenses;
  - ii) Dollar amount of each disbursement as compared with budget expenses by budget categories;
  - iii) Particulars of accounts, term deposits, securities and any other instruments respecting investment income and other assets and liabilities of the Property in accordance with good accounting principles as at the date of the financial statement.
2. All accounting and financial reporting which are required under the terms of this Agreement to be provided by the Manager to the Receiver and shall be provided by the thirteenth (13<sup>th</sup>) business day of each month for the month preceding.
3. The Manager, if requested by the Receiver, may provide special reports, subject to a separate fee agreed to at the time of the Receiver's directions.

**(d) Access to Books and Records**

To use its best efforts to properly maintain the records of the Property and to make available at reasonable times during business hours upon forty-eight (48) hours written notice whenever requested to the Receiver, its auditors and other designated representatives all books and records pertaining to the operation of the Property.

**(e) Approval of Invoices**

To approve and submit to the Receiver all disbursements properly incurred for and on behalf of the Property and to scan and e-mail all invoices to the Receiver at [jeff.berger@rsmcanada.com](mailto:jeff.berger@rsmcanada.com) (or such other person and email address as provided in writing by the Receiver for direct payment by the Receiver.

**(f) Preventive Maintenance**

Establish in conjunction with the Receiver and maintain a preventive maintenance program for all major mechanical and electrical equipment in accordance with the recommendations of the manufacturers or suppliers thereof. The Receiver, where possible, shall make available to the Manager all working drawings, as-built blueprints, maintenance and operating manuals for mechanical and electrical systems.

**(g) Manager's Report**

Present to the Receiver in writing each month a Manager's Report, to serve as a written form of communication from the Manager to the Receiver. This Manager's Report shall reflect the directives of the Receiver to the Manager and shall cause to show the actions of the Manager with respect to those directives of the Receiver.

(h) **Fidelity Bond**

The Manager shall obtain and maintain a Fidelity Bond for and in respect of any of the Manager's or the Property's employees or representatives dealing in any manner whatsoever with the trust accounts or monies of the Property in an amount of not less than \$250,000.00 per occurrence at the cost of the Manager. The Fidelity Bond shall not be terminable by either the insurer or the Manager unless sufficient prior notice of cancellation has been personally delivered to an officer of the Property other than the Manager.

(i) **Errors and Omissions Coverage**

The Manager, shall obtain and maintain Errors and Omissions coverage in an amount of not less than \$1,000,000.00. The Errors and Omissions coverage shall not be terminable by either the insurer or the Manager unless 30 days prior notice of cancellation has been personally delivered to an officer of the Receiver.

(j) **Filing of Returns**

If requested in writing by the Receiver, to execute and file all tax and other returns (excluding income tax) required under the applicable federal, provincial, and local laws, regulations, and/or ordinances governing employment, and all other statements and reports pertaining to labour employed in connection with the Property where directed by the Receiver in writing. In connection with such filing, the Receiver shall upon written request promptly execute and deliver to the Manager all necessary powers of attorney, notices of appointment and the like. The Manager agrees to file in a timely manner HST returns on behalf of the Receiver, if so directed by the Receiver in writing. The Receiver agrees to contact the HST office to provide the Manager's name and address as the new contact as well as provide the Manager with its HST number.

## VI. EMPLOYMENT OF CONTRACTORS

The Manager may contract on behalf of the Receiver with any person, firm or Corporation to perform any work or services for the Property within the scope of the Manager's duties under this Agreement, subject however to the following provisions:

(a) **Approval of the Receiver**

Any contract to perform work or services entered into by the Manager shall, unless otherwise instructed by the Receiver, be for reasonable consideration at fees usual in the industry, and be budgeted for by the Manager, save and except for printing,

photocopying, long distance telephone charges and related disbursements for the Manager for which the Manager shall be reimbursed by the Receiver.

(b) **Spending Restrictions**

Where the cost of performing such work or services exceeds the sum of \$2,000.00 the Manager shall submit at least two written tenders for presentation to the Receiver along with any recommendation as to either tender, and shall obtain the written approval of the Receiver prior to entering into the contract or as defined by Section XV, Subsection ii.

(c) **Filing of Return**

In connection with all contracts to perform work or services entered into by the Manager, it shall execute and file necessary documents and do and perform all acts required under the laws of any Federal, Provincial, Municipal or other paramount governmental body or authority.

**VII. MANAGER'S COMPENSATION**

(a) **Management Fee**

The Receiver shall pay to the Manager monthly, on the first day of each and every month, for its managerial services hereunder during the term of this agreement a fee equal to the sum \$3,118.98, plus HST. Said fee shall not include, legal and audit expenses or liability and insurance premiums. Payments due to the Manager for periods of less than a calendar month shall be prorated over the number of days for which compensation is due. Except as may be agreed with Receiver, Manager shall not accept for its own account in the execution of its duties and obligations hereunder, any fees, commissions, reduction, finder's fees or other form of compensation or other concession whatsoever from any party performing services or supplies to the Property.

The parties acknowledge the Management Fee is intended to include all of Manager's head office overhead expenses, management and other costs and expenses except as herein otherwise provided for.

(b) **Disbursements**

The Receiver shall reimburse the Manager for all reasonably incurred costs, including, but not limited to mailing, record retention, bank charges, photocopying, record storage, NSF charges, long distance telephone calls, unit charge-backs and like items. All expenses shall be common expenses of the property.

(c) **Legal**

The Receiver shall pay reasonable expenses incurred by the Manager in obtaining legal advice regarding compliance with any law affecting the Premises or activities

related to them. If such expenditure also benefits others for whom the Manager in this Agreement acts in a similar capacity, the Receiver agrees to pay an apportioned amount of such expenses. The Manager shall seek the written approval of the Receiver prior to seeking any legal advice.

(d) Extraordinary Tasks

If the Manager is required by any governmental authority to perform extraordinary tasks such as Rent Registries or other work due to changes in legislation or if the Manager applies to a Rent Review Board or agency on behalf of the Receiver, or if the Manager is required to complete and submit reports over and above the agreed upon monthly reporting package, or if the Manager appears in a Court of Law, or before any other tribunal, board, or governing authority in relation to the management of the Property, or on behalf of the Receiver, the Manager shall be entitled to a fee of \$75.00 per hour over and above the earned management fee. Provided that the Manager may contract on behalf of the Receiver and with the written approval of the Receiver to have others complete this work at prevailing industry or professional rates at the Receiver expense.

(e) Transition Fee

For the transition services of the Manager upon a sale of the Property, in completing property inspections, copying files and other requested matters, shall be payable on a time for service basis at the rate of \$75.00 per hour, but not to exceed \$4,000. In addition, the Receiver agree to reimburse the Manager for travelling expenses calculated at current market rates which the Manager may incur in the performance of its duties set out herein.

(f) Tax Appeals

For tax appeals: An amount of fifty percent (50%) of the first year's savings for any realty tax reduction negotiated by the Manager. Provided the Manager may contract on behalf of the Receiver to have others work with the Manager to complete this work at prevailing industry or professional rates at the Receiver expense. [Note – if Manager is receiving 50% then all costs associated for "others" should be included unless Receiver agrees otherwise].

**Interest on Unpaid Sums:** Any sums due to the Manager under any provision of this agreement, and not paid within thirty (30) days after such sums have become due, shall bear interest at the Bank of Canada rate of prime plus three percent (3%) per annum.

Notwithstanding any other provision of this Agreement to the contrary, in addition to the Manager's compensation, the Property shall pay to the Manager an amount equal to any and all applicable taxes imposed upon the Manager. The amount of such applicable taxes so payable by the Property shall be calculated by the Manager in accordance with the applicable legislation and shall be paid to the Manager at the same time as the amounts to which applicable taxes apply.

## **VIII. PLANS AND SPECIFICATIONS**

Any plans, drawings, specifications and architectural or engineering assistance which may be necessary or desirable to enable the Manager to discharge its duties pursuant to this Agreement, shall be provided at the expense of the Receiver provided, however, that the Receiver or its designated representatives from time to time shall have authorized the retaining of any such assistance before any expense is incurred therefore.

## **IX. PROPERTY STANDARDS**

The Manager does not assume and is given no responsibility for compliance of the Property or any building(s) therein or any equipment therein with the requirements of any building codes or with any statute, ordinances, laws or regulations of any government body or of any public authority or official thereof having jurisdiction, except to notify in writing the Receiver promptly or forward to the Receiver promptly any complaints, warnings, notices, or summonses received by the Manager relating to such matters. The Receiver authorizes the Manager to disclose the Receivership of the Property to any such officials and agrees to indemnify and hold the Manager, its representatives, servants, and employees, harmless of and from all loss, cost, expense, and liability whatsoever which may be imposed by reason of any present or future violation or alleged violation of such laws, ordinances, statutes, or regulations. In the event that any governmental agency, authority, or department should order the repair, alteration or removal of any structure or matter in the Property, and if, after written notice of the same has been given to the Receiver by such body or by the Manager, the Receiver fails to authorize the Manager or others to make such repairs, alterations or removal, or fails to put the Manager in funds to do so, the Manager shall be released from any responsibility in connection therewith and the Receiver shall be answerable to such body for any and all penalties and fines whatsoever imposed because of such failures on the Receiver's part, and furthermore, the Receiver hereby agrees to indemnify and save harmless the Manager, its Directors, Officers and Employees from any and all costs, expenses, penalties, fines or damages incurred by the Manager in conjunction with the said governmental order.

## **X. RECEIVER COOPERATION**

The Receiver agrees to cooperate with the Manager to the extent required to perform expeditiously, efficiently and economically the management services required under this Agreement, and to provide such evidence of authority by way of certified resolution or otherwise and such specific directions as the Manager may reasonably require.

## **XI. LIAISON OFFICERS**

The Receiver shall advise the Manager in writing from time to time as required of the names of those officers, directors or other representatives who are authorized to act for and on behalf of the Receiver to enable the Manager to consult with the Receiver or obtain the Receiver's approval before proceeding with any work, act, or actions. The Receiver shall designate a single individual who shall be authorized to deal with the Manager on any matter relating to the management of the Property. The Manager is directed not to accept directions or instructions with regard to the management of the Property from anyone else. Manager acknowledges Receiver may designate in writing to Manager an alternate person authorized to deal with Manager.



If the Receiver is a corporate entity, and if applicable and requested by the Manager, it shall furnish to the Manager upon the execution of this Agreement a list showing the names, addresses and telephone numbers of those officers, directors and other representatives who are authorized to act for and on behalf of the Receiver whenever required under the terms of this Agreement to consult with or obtain approval from before proceeding with any work, act or actions when so required under the terms of this Agreement.

## **XII. INDEMNIFICATION**

### Indemnification by the Receiver

Without prejudice to any other rights or remedies available to the Manager, the Receiver hereby indemnifies and saves harmless the Manager from and against any and all claims, suits, demands, losses, costs, damages and expenses (including legal costs) arising directly or indirectly, in whole or in part, out of the Manager's appointment hereunder and out of the Manager's lawful and proper performance of its duties hereunder, provided that this indemnity shall not extend to or apply in the case of:

- (a) any negligence by the Manager or its employees or agents or servants or other persons or entities for whom it is responsible;
- (b) any act of commission or omission by the Manager or its employees, servants or agents which is in breach of this Agreement including, but not limited to, anything outside the scope of authority set forth in this agreement; or
- (c) fraud or other dishonest or illegal acts of the Manager or its employees, servants or agents.

The aforementioned indemnity by the Receiver shall not be personal to the Receiver, and the Manager shall have recourse only to the Property, in realizing on such indemnity, and will be subordinate to the following interests in the Property, which shall, in any event, have priority over the said indemnity:

- (a) Any secured interests currently registered as against the Property, costs of realization relating thereto, including the fees and disbursements of the Receiver; and
- (b) Any further deemed priority or super priority as mandated by operation of law or statute.

### Indemnification by Manager

Without prejudice to any other rights or remedies available to the Receiver, the Manager hereby indemnifies and saves harmless the Receiver from and against any and all claims, suits, demands, losses, costs, damages and expenses (including legal costs) arising directly or indirectly, in whole or in part, out of the Manager's or its employees', servants or agents' negligence or the Manager's failure to perform its duties hereunder or the Manager or its employees, servants or agents otherwise breaching this Agreement or the Manager or its employees, servants or agents conducting any fraudulent, dishonest or illegal act in connection with this Agreement.

### Non-Merger

The indemnities set forth herein shall survive the expiration or earlier termination of this Agreement for a period of 12 months following the date of termination of this agreement, with the exception that, despite this, or any other provision of this Agreement, any indemnity by the Receiver shall not survive the termination of the Receiver's appointment or the appointment of a new receiver for the Property.

### **XIII. COMPREHENSIVE LIABILITY INSURANCE**

The Receiver agrees to take out or authorize the Manager to arrange for property and comprehensive liability insurance adequate to protect the interests of the parties hereto, which policies shall be written so as to protect the Manager in the same manner and to the same extent that they protect the Receiver. The Receiver further agrees that the Manager shall be named as an insured party along with the Receiver as their interest may appear in each such policy or policies which shall provide protection against any claims for personal injury, death or property damage or loss for which either the Receiver or the Manager might be held liable as a result of their respective obligations, and the Receiver further agrees to use reasonable efforts to obtain policies of insurance which shall contain a provision whereby the insurer waives its rights of subrogation against the Manager, its Directors, Officers and Employees and those for whom the Manager is at law responsible and, if so requested, to provide the Manager with a Certificate of Insurance in respect of any such policy which shall include an undertaking that the Insurer will provide the Manager with at least ten (10) days prior written notice of cancellation or any material change in the provisions of any such policy.

The Receiver shall carry, at its expense, insurance in respect of fire and all other perils, which insurance shall include the Manager as additional insured and shall protect the Manager in respect of claims as if the Manager was separately insured, and the Receiver shall provide the Manager with certificate or copies of policies evidencing such insurance coverage.

The Manager shall carry its own commercial general liability insurance in the amount of at least \$2,000,000 with a blanket bond covering all employees for employee dishonesty in an amount of not less than \$1,000,000 and errors and omissions insurance in an amount of not less than \$1,000,000 per occurrence on a claim made basis only. The Manager shall deliver to the Receiver evidence of insurance within 10 days of execution of this Agreement. All insurance policies will not be permitted to lapse or terminate unless the insurer notifies the Receiver in writing at least thirty days prior to such lapse or termination. Manager's liability policy shall name Receiver as an additional insured.

Notwithstanding anything to the contrary herein contained, the Manager shall not be liable to the Property for the value, cost or amount of any loss or damages to the Property or any contents against which the Property is insured (to the extent of net recovery on any claim) and thereby entitled to indemnification from its insurer other than in circumstances where the loss or damage arises from the Manager or its employees' or agents' negligence or the Manager's failure to perform its duties under this Agreement.

### **XIV. MISCELLANEOUS**

#### **(i) Deficit Financing and Payment Costs**

Unless the Receiver has specifically authorized such procedure, under no circumstances shall the Manager advance funds to the Property on a temporary loan basis whether interest is charged to the Property or not in the event of a cash deficit occurring in the Property's current expense account; the Manager shall notify the Receiver in writing on reasonable notice of any anticipated cash deficit and the reason for same and the Receiver shall take immediate steps to obtain the necessary funds to cover any such deficit.

ii) **Fiduciary Relationships**

The Manager may engage any parent or subsidiary Property or any person, firm or Property associated, affiliated or otherwise connected with it (hereinafter call the "Affiliate") to perform any work or services for the Property within the scope of the Manager's duties under the provisions of this Agreement, without being in breach of any fiduciary relationship with the Property, subject to the following provisions:

- (a) Where the cost of performing such work or services does not exceed the sum of Two Thousand Dollars (\$2,000.00) (other than CAM charges) in respect to any one expense, the Manager shall be entitled to have such work or services performed by such Affiliate;
- (b) Where the costs of performing such work or services does exceed the sum of Two Thousand Dollars (\$2,000.00) (other than CAM charges in respect to any one expense), the Manager shall first obtain two written tenders from parties other than such Affiliate and obtain the approval of the Receiver, prior to having the work performed by such Affiliate at a cost not exceeding the lower of the tenders unless the work by such Affiliate was already approved by the Receiver.

(iii) **Capacity**

Notwithstanding anything else contained herein or elsewhere, the Manager acknowledges and agrees that: (a) RSM Canada Limited is entering into this Agreement and all related documentation from time to time solely in its capacity as the receiver and liquidator of the Property with no personal or corporate liability; (b) RSM Canada Limited and its agents, officers, directors, partners and employees have no and shall have no personal or corporate liability of any kind whatsoever, in contract, in tort, at law, in equity or otherwise, as a result of or in any way connected with the Property, this Agreement or as a result of the Receiver performing or failing to perform any of its obligations hereunder; and (c) in respect of any obligations and liabilities of the Receiver hereunder, the Manager shall have recourse only to the interests of the Receiver in the Property, if any, and such obligations and liabilities are not otherwise personally binding upon nor shall resort be had to any other assets or property of the Receiver and/or its agents, officers, directors, shareholders, partners and/or employees.

(iv) **Counterparts**

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This Agreement may be executed in counterpart and transmitted by fax or email and the reproduction of any signature in counterpart and by fax or email will be treated as though such reproduction was an executed original signature.

## **XV. TERMINATION**

This Agreement may be terminated:

- (a) by the Receiver giving written notice to the Manager in the event that:
  - (i) the Manager is in breach of its duties hereunder and has failed to correct such breach within ten (10) business days of being apprised of such breach;
  - (ii) immediately, if the Manager acts in a dishonest, unlawful or fraudulent manner;
  - (iii) an order is made, an effective resolution is passed or a petition is filed for the winding up or dissolution of the Manager, or an application for a bankruptcy order is filed against the Manager, or the Manager goes into liquidation, either voluntarily or under an order of any court of competent jurisdiction, or the Manager becomes insolvent, commits an act of bankruptcy or makes a general assignment for the benefit of its creditors, or a liquidator, receiver or receiver/manager is appointed with respect to the Manager, or any execution, distress or any other process of the court becomes enforceable against the Manager; or
  - (iv) if at any time upon one (1) day's prior written notice to the Manager from time to time if:
    - (A) the Receiver's appointment in connection with the Property is restricted, rescinded, revoked, suspended or terminated;
    - (B) the Receiver is restricted in or enjoined from dealing with the Property by a court of competent jurisdiction;
    - (C) a court of competent jurisdiction or other governmental or regulatory authority issues an order, decree or ruling, or takes any other action restraining, enjoining or otherwise prohibiting the matters contemplated hereby, which order, decree, ruling or other action is not stayed or dismissed in its entirety;
    - (D) any person entitled to redeem the Property (including, without limitation, each of the mortgagee and/or other secured creditors) pursuant to any statute or rule of law or equity does so;
    - (E) any mortgagee exercises its power of sale remedy and/or any other rights or remedies with respect to the Property;

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- (F) if the building(s) on the Property is destroyed and the Receiver, for any reason, elects not to rebuild the building(s), then this Agreement shall terminate on the date following written notice to the Manager that the Receiver has elected not to rebuild the building(s) after such destruction;
  - (G) if there is a condemnation/expropriation of all or any substantial part of the Property, then this Agreement shall automatically terminate as of the date of such taking or condemnation; or
- (b) by the Manager giving written notice to the Receiver if the Receiver is in breach of its obligations hereunder to pay the Management Fee or to pay any expenses incurred by the Manager in the performance of its duties hereunder for which it is entitled to be reimbursed and such breach has not been corrected within a reasonable time, and such default continues for a period of 10 clear days after written notice thereof by the Manager to the Receiver; or
  - (c) by either the Manager and the Receiver without cause, upon giving sixty (60) days' notice in writing to the other to such effect and such termination shall take effect at the end of the month, not during the month.

**Upon termination of this Agreement:**

- 1) The Manager shall surrender to the Receiver all contracts, records, files and other documents or other information which may be pertinent to the continuing operation of the property and the Receiver shall pay to the Manager any monies due to it as of the date of termination.
- 2) Upon termination or withdrawal from this Agreement, the Receiver shall assume the obligations or any contract or outstanding bill executed by the Manager under this Agreement for and on behalf of the Receiver and responsibility for payment of all unpaid bills. The Receiver agrees to pay all invoices submitted for and approved that relate to the Property.
- 3) After such termination and for the purpose of settling any dispute or defending any claim, the Receiver shall provide to the Manager at all reasonable times and upon reasonable notice, access to all such contracts, records, files and other documents or information.
- 4) The Manager shall turn over to a representative of the Receiver all keys to the Property in its possession or in the possession of any of its employees. The Manager shall also turn over the possession of any area (such as management offices) located on the property under its control. The Manager will also provide to the Receiver all alarm codes and alarm contact information.
- 5) If it has not already done so, the Receiver shall assume the obligation of any and all contracts which the Manager has properly made for the purpose of arranging the services to be provided pursuant to this Agreement.

**XVI. NOTICE**

Any notice, election, demand or request which may be, or which is required to be, given to any party hereto or to any other party hereto shall be in writing, and may be given by delivering the same personally to some responsible officer of the party to whom the same is to be given, or may be given by faxing or mailing the same by prepaid registered mail at their respective addresses as set out below, or such other respective addresses as the parties may from time to time designate by notice in writing given pursuant to this paragraph; and it is expressly agreed that any such notice, election, demand or request, if mailed as aforesaid, shall be deemed to have been received by the addressee at the addresses thereof on the third business day following the date when the same was delivered into the custody or the business day following the date when the same was delivered into the custody of one of Her Majesty's Post Offices, provided that in the event of a postal strike during a notice period then only personal delivery as set out herein shall satisfy the notice requirement. All notices given under or pursuant to this Agreement shall, if intended for the Receiver be addressed to:

RSM Canada Limited  
 Receiver and Liquidator of Apartments for Living  
 for Physically Handicapped Association  
 11 King Street West, Suite 700, Box 27  
 Toronto, ON M5H 4C7  
 Attention: Daniel Weisz  
 Phone: (416) 646-8778  
 Fax: (416) 480-2646  
 Email: daniel.weisz@rsmcanada.com

and to the Manager at:

Larlyn Property Management Ltd.  
 540 Wharncliffe Road South, Suite 200  
 London, ON N6J 2N4  
 Attention: Michael Holmes  
 Telephone: (519) 690-0600 Ext. 3304  
 Facsimile: (519) 690-1352  
 Email: mrholmes@larlyn.com

**XVII. SUCCESSORS & ASSIGNS**

This Agreement and all of the rights hereunder may be assigned by the Receiver without the consent of the Manager, unless the Agreement is being assigned to a purchaser of the Property in which case the consent of the Manager shall be required, but, in recognition of this being an agreement for professional services which is personal to the Manager, may not be assigned by the Manager to a third party without the prior written consent of the Receiver, which consent may be unreasonably and arbitrarily withheld by the Receiver. The Manager shall not delegate any duties or obligations arising hereunder or subcontract its property management services, or any portion thereof, unless such action has been approved.

For the purposes of this section, a sale or disposition of the shares, business or assets of the Manager to another person or firm resulting in a change of control of the Manager shall not be

deemed to be an assignment of this Agreement requiring the express written consent of the Receiver.

## **XVIII. GENERAL**

### **i) Severability**

If any portion of this Agreement shall be for any reason declared invalid or unenforceable, the validity of any of the remaining portions of this Agreement shall not be thereby affected, and such remaining portions shall remain in full force and effect as if this Agreement had been executed with such invalid portion eliminated, and it is hereby declared the intention of the parties hereto that they would have executed the remaining portions of this Agreement that might be declared invalid.

### **ii) Relationship of Manager to Receiver**

Notwithstanding anything herein, the relationship of the parties hereto shall be that of principal and agent, and all duties to be performed by the Manager under this Agreement shall be for and on behalf of the Property. In taking any action under this Agreement, the Manager shall be acting as agent for the Receiver, and nothing in this Agreement shall be construed as creating a partnership, joint venture, or any other relationship between the parties to this Agreement except that of principal and agent, or as requiring the Manager to bear any portion of losses arising out of or connected with the receivership or operation of the Property. Nor shall the Manager at any time during the period of this Agreement be considered a direct employee of the Property. Neither party shall have the power to bind or obligate the other except as expressly set forth in this Agreement, excepting that the Manager is authorized to act with such additional authority and power as may be necessary to carry out the spirit and intent of this Agreement.

### **iii) Time is of the Essence**

Time shall be of the essence of this Agreement and no extension or variation of this Agreement shall operate as a waiver of this provision.

### **iv) Headings**

Descriptive headings are inserted solely for convenience of reference. They do not form a part of this Agreement and are not to be used in interpreting this Agreement.

### **v) Gender and Numbers**

All references to the Receiver or the Manager or others under this Agreement shall be construed and adjusted for the applicable gender and number, regardless of the gender and number in which they are expressed.

### **vi) Covenants**

All provisions of this Agreement creating obligations on any party hereto shall be deemed to be and shall be construed as covenants.

vii) Entire Agreement

This Agreement embodies the entire agreement of the parties with regards to the matters contained herein, and no other agreement shall be deemed to exist except as entered into in writing by both parties to this Agreement.

viii) Jurisdiction

This Agreement shall be interpreted, construed, administered and enforced exclusively in accordance with the laws in force from time to time in the Province in which the Property is situate.

ix) Validity

This Agreement will not be binding or enforceable unless signed by the President on behalf of the Manager.


x) Confidentiality

All information respecting the Receiver and/or the Property received by the Manager pursuant to this Agreement shall be kept in confidence by the Manager and shall not be disclosed by the Manager to any other person except as required by law or with the written consent of the Receiver. The Manager acknowledges and agrees that the Receiver may have a duty to publicly disclose the Agreement and/or the contents hereof. The Receiver acknowledges and agrees that the Manager may have a duty to disclose the Agreement and/or the contents thereof and should the Manager receive a request to disclose that information, the Manager will forthwith advise the Receiver of such request and the Manager agrees that it will not disclose the information requested without first obtaining the written consent of the Receiver. If the Receiver does not provide its written consent, it shall provide the reasons therefor to the Manager who shall then provide such reasons to the person requesting the information from the Manager and the Manager shall direct that person to communicate directly with the Receiver in connection with the request made.

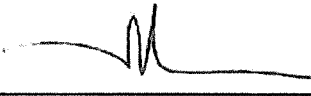


**IN WITNESS WHEREOF** the parties hereto have hereunto affixed their respective corporate seals, attested by the hands of their respective officers duly authorized in that behalf this 7<sup>th</sup> day of ~~July~~, 2018. (with effect from July 5, 2018)  
August

**RSM CANADA LIMITED, solely in its capacity as the Court-appointed Receiver and Liquidator, without security, of all of the assets, undertakings and properties of Apartments For Living For Physically Handicapped Association, with no personal or corporate liability**

Per:   
Daniel Weisz, CPA, CA, CFF, CIRP, LIT  
Senior Vice President  
"I have authority to bind the Receiver"


**LARLYN PROPERTY MANAGEMENT LTD.**

Per:   
President - "I have authority to bind the Corporation"  
Michael Holmes

TAB C

Prepared by: KYLE LINDSAY, Salesperson  
**COLLIERS MACAULAY NICOLLS INC., BROKERAGE**  
 245 Yorkland Blvd, Ste. 200, Toronto, ON M2J1R1 416-777-2200

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	<b>3185 Forest Glade Dr</b> <b>Windsor Ontario N8R1W7</b> Windsor Essex SPIS: N Taxes: \$865,500.00 / 2018 / Annual Legal: Plan M77 Pt Blk M Rp 12R3596 Part 2	List: <b>\$600,000.00</b> For Sale For: Sale Last Status: Sc DOM: 72
	Investment Apartment Apts-13 To 20 Units Possession: Tbd Dir/Cross St: Forest Glade	Occup: Vacant Freestanding: Y SPIS: N Com Cndo Fee:

MLS#: X4225951 Sellers: Rsm Canada Limited. Contact After Exp: N  
 PIN#: 013870011 ARN#: 373907083000401

<b>Total Area:</b> 1.5 Acres <b>Ofc/Apt Area:</b> <b>Indust Area:</b> <b>Retail Area:</b> <b>Apx Age:</b> 31-50 <b>Volts:</b> <b>Amps:</b> 800 <b>Zoning:</b> R2.6H <b>Truck Level:</b> <b>Grade Level:</b> <b>Drive-In:</b> <b>Double Man:</b> <b>Clear Height:</b> <b>Sprinklers:</b> <b>Heat:</b> Baseboard <b>Phys Hdcp-Eqp:</b> Y	<b>Survey:</b> <b>Lot/Bldg/Unit/Dim:</b> 0 x 0 Acres Lot <b>Lot Irreg:</b> Irregular <b>Bay Size:</b> <b>%Bldg:</b> <b>Washrooms:</b> 26 <b>Water:</b> Municipal <b>Water Supply:</b> <b>Sewers:</b> <b>A/C:</b> Part <b>Utilities:</b> A <b>Garage Type:</b> None <b>Park Spaces:</b> 14 #Tri Spc: <b>Energy Cert:</b> <b>Cert Level:</b> <b>GreenPIS:</b>	<b>Soil Test:</b> <b>Out Storage:</b> <b>Rail:</b> <b>Crane:</b> <b>Basement:</b> N <b>Elevator:</b> None <b>UFFI:</b> <b>Assessment:</b> <b>Chattels:</b> <b>LLBO:</b> <b>Days Open:</b> <b>Hours Open:</b> <b>Employees:</b> <b>Seats:</b> <b>Area Inft:</b>
---	--	--

<b>Bus/Bldg Name:</b> <b>Actual/Estimated:</b> <b>Taxes:</b> <b>Insur:</b> <b>Mgmt:</b> <b>Maint:</b>	<b>Heat:</b> <b>Hydro:</b> <b>Water:</b> <b>Other:</b>	<b>For Year:</b> <b>Gross Inc/Sales:</b> <b>-Vacancy Allow:</b> <b>-Operating Exp:</b> <b>=NetIncB4Debt:</b>	<b>Financial Stmt: N</b> <b>EstValueInv At Cost:</b> <b>Com Area Upcharge:</b> <b>% Rent:</b>
--	---	--	--

**Client Remks:** Attention Investors- Great Opportunity To Purchase A Vacant Multifamily Property Sitting On Roughly 1.5 Acres Of Land. Originally Designed As An Assisted Living Complex For The Handicapped, It Features 9-1 Bedroom 1 Bathroom Suites, 2-2 Bedroom 1 Bathroom Suites, And 2-Pods (6 Bedrooms With On Suite Bathroom As Well As Shared Kitchen, Living/Dining Room, And Shared Washroom).  
**Extras:** Common Area Amenities Include Laundry, Office Area, Lounge Area, A Lunchroom And Washrooms. The Property Features 800 Amp Electric, Copper Plumbing, And Baseboard Electric Heat With Central Air. Property Being Sold As Is Where Is.  
**Brkage Remks:** Vendor's Are Court Ordered Receiver For The Property. Please Contact Listing Agents For Vendors Form Of Offer. Please Allow 48 Hours To Arrange Property Tour.

COLLIERS MACAULAY NICOLLS INC., BROKERAGE Ph: 416-777-2200 Fax: 416-492-0100  
 245 Yorkland Blvd, Ste. 200 Toronto M2J1R1  
 KYLE LINDSAY, Salesperson 416-777-2200  
 JOSHUA SETH PERLSTEIN, Salesperson 416-791-7267  
**Contract Date:** 8/20/2018 **Condition:** Due Diligence **Ad:** Y  
**Expiry Date:** 10/31/2018 **Cond Expiry:** 11/02/2018 **Escape:**  
**Last Update:** 11/01/2018 **CB Comm:** 2% **Original:** \$600,000.00

## FOR SALE | INVESTMENT OPPORTUNITY



### Address

**3185 Forest Glade Drive, Windsor**

### Details

#### For Sale

Available Area: 1.50 Acres

### Description

Great opportunity to purchase a vacant multifamily property sitting on roughly 1.5 Acres of land. Originally designed as an assisted living complex for the handicapped, it features 9 - 1 Bedroom 1 Bathroom Suites, 2 - 2 Bedroom 1 Bathroom Suites, and 2 - Pods (6 Bedrooms with En Suite Bathroom as well as shared kitchen, living/dining room, and shared washroom).

### Property Features

- Large Lot (Approximately 1.5 Acres)
- Located on major Transit Windsor bus route
- Currently 13 Suites with potential reconfigure
- Court Ordered Sale

### Links



## Contact



**Kyle Lindsay**  
Sales Representative

T: +1 416 791 7272  
M: +1 416 910 0060

Kyle.Lindsay@colliers.com



**Josh Perstein**  
Sales Representative

T: +1 416 791 7267  
M: +1 647 993 5674

Josh.Perstein@colliers.com

This email was sent by: Colliers Macaulay Nicolls Brokerage Inc.

181 Bay Street, Suite 1400, Toronto, Ontario, M5J 2V1

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To ensure delivery to your inbox (and not to your junk or bulk mail folders), add [sender email address] to your address book.

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TAB D



Ontario ServiceOntario

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

LAND  
REGISTRY  
OFFICE #12

01387-0011 (LT)

PAGE 1 OF 2  
PREPARED FOR BCuthbert  
ON 2018/04/06 AT 09:09:59

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

**PROPERTY DESCRIPTION:** PCL BLK M-1 SEC M77; PT BLK M PL M77 PT 2 L2R3596 WINDSOR S/T TO A RIGHT IN FAVOUR OF GEORGE WIMPEY CANADA LIMITED FOR ITSELF, ITS SUCCESSORS, SERVANTS, AGENTS AND ASSIGNS, UNTIL APPROVAL BY THE COMMISSIONER OF WORKS OF THE CITY OF WINDSOR, THE RIGHT TO ENTER THE LANDS INCLUDED HEREIN WITHOUT CHARGE, TO MAKE MODIFICATIONS OF THE SURFACE DRAINAGE FEATURES OF THE SAID LANDS AS MAY BE NECESSARY TO HAVE THE SURFACE DRAINAGE FEATURES COMPLY WITH THE DRAINAGE PATTERNS ESTABLISHED BY THE CORPORATION OF THE CITY OF WINDSOR. \*\* THIS IS A PHASED IMPLEMENTATION PROPERTY RECORD, PLEASE REFER TO THE BOOK FOR A COMPLETE RECORD\*\*

**PROPERTY REMARKS:** CORRECTION: INSTRUMENT NUMBER LT2350 WAS OMITTED FROM THIS PROPERTY IN ERROR AND WAS ADDED AND CERTIFIED ON 1996/12/05 BY REGISTRAR #8. CORRECTION: INSTRUMENT NUMBER LT20596 WAS OMITTED FROM THIS PROPERTY IN ERROR AND WAS ADDED AND CERTIFIED ON 1996/12/05 BY REGISTRAR #8. CORRECTION: INSTRUMENT NUMBER LT58811 WAS OMITTED FROM THIS PROPERTY IN ERROR AND WAS ADDED AND CERTIFIED ON 1996/12/05 BY REGISTRAR #8. CORRECTION: INSTRUMENT NUMBER LT58812 WAS OMITTED FROM THIS PROPERTY IN ERROR AND WAS ADDED AND CERTIFIED ON 1996/12/05 BY REGISTRAR #8. THE FOLLOWING REMARK HAS BEEN ADDED ON 2005/05/07 AT 13:00 BY LAND REGISTRAR 00 : RECENTLY FIELD CHANGED FROM "DAY FORWARD" TO "FIRST CONVERSION FROM BOOK".

**ESTATE/QUALIFIER:**

FEE SIMPLE  
ABSOLUTE

**RECENTLY:**

FIRST CONVERSION FROM BOOK

**PIN CREATION DATE:**

1996/01/08

**OWNERS' NAMES**

APARTMENT FOR LIVING FOR PHYSICALLY HANDICAPPED ASSOCIATION

**CAPACITY SHARE**

BENO

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
**EFFECTIVE 2000/07/29 THE NOTATION OF THE "BLOCK IMPLEMENTATION DATE" OF 1996/01/08 ON THIS PIN**						
**WAS REPLACED WITH THE "PIN CREATION DATE" OF 1996/01/08**						
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 1996/01/08 **						
LT2350	1970/02/03	NOTICE REMARKS: WINDSOR AIRPORT ZONING REGULATIONS				C
LT20596	1975/10/28	BYLAW		SEE DOCUMENT		C
L2R3596	1977/04/26	PLAN REFERENCE				C
LT30268	1977/06/30	TRANSFER	\$119,680	SEE DOCUMENT	APARTMENT FOR LIVING FOR PHYSICALLY HANDICAPPED ASSOCIATION	C
LT35516	1978/05/01	NOTICE REMARKS: APPLICATION NOTICE OF A DECISION		SEE DOCUMENT		C
LT55522	1980/12/30	CHARGE	\$790,987	SEE DOCUMENT	CANADA MORTGAGE AND HOUSING CORPORATION	C
LT58811	1981/10/27	NOTICE REMARKS: AMENDMENT TO ZONING REGULATIONS				C
LT58812	1981/10/27	NOTICE REMARKS: AMENDMENT TO ZONING REGULATIONS				C
LT118014	1989/08/04	CHARGE		*** COMPLETELY DELETED *** SEE DOCUMENT	CANADA MORTGAGE AND HOUSING CORPORATION	C

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



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LAND  
REGISTRY  
OFFICE #12

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

01387-0011 (LT)

PAGE 2 OF 2  
PREPARED FOR BCuthbert  
ON 2018/04/06 AT 09:09:59

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
LT136684	1991/04/29	CHARGE		*** COMPLETELY DELETED *** SEE DOCUMENT	CANADA MORTGAGE AND HOUSING CORPORATION	
CE603388	2014/03/17	BYLAW		THE CORPORATION OF THE CITY OF WINDSOR		C
		REMARKS: BY-LAW REGISTERED PLAN 30-2014 A BY-LAW TO REPEAL BY-LAW 5263 12M-77 IN THE CITY OF WINDSOR BEING A BY-LAW TO PROVIDE THAT PART-LOT CONTROL, SHALL NOT APPLY TO CERTAIN LAND THAT IS WITHIN				
CE718318	2016/06/16	DISCH OF CHARGE		*** COMPLETELY DELETED *** CANADA MORTGAGE AND HOUSING CORPORATION		
		REMARKS: LT118014.				
CE718370	2016/06/16	DISCH OF CHARGE		*** COMPLETELY DELETED *** CANADA MORTGAGE AND HOUSING CORPORATION		
		REMARKS: LT136684.				

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



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## Business Debtor Enquiry

File Currency: 04NOV 2018

**Search Criteria: APARTMENTS FOR LIVING FOR PHYSICALLY HANDICAPPED ASSOCIATION  
No Match.**

**No registered financing statement or registered claim for lien was found for this enquiry.**

[New Enquiry](#)

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Web Page ID: WNoMatch001

System Date: 05NOV2018

Last Modified: November 05, 2018

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TAB F

Home > E-Services > My E-Services > Tax and Property Information > Tax and Assessment

## Tax & Assessment Information

Help

### TAXES & ASSESSMENT

[View Another Tax Account](#)

**Roll Number:** 3739-070-830-00401-0000 **Information as of:** 2018-11-06  
**Property Location:** 3185 FOREST GLADE DR  
**Legal Description:** PLAN M77 PT BLK M;RP 12R3596 PART 2; 1.50AC

2018 Interim Taxes:		Tax Amount
	City	\$0.00
	Provincial Hospital	\$0.00
	Education	\$0.00
	<b>Total Taxes</b>	<b>\$0.00</b>

2018 Assessment:	Effective Date	Value
Exempt	2018-01-01	\$865,500
<b>Total Assessment as per MPAC Returned Assessment Roll</b>		<b>\$865,500</b>

2018 Supplementary	Effective Date	Value
<<< no Supplementary Assessment information found for this property >>>		

Interim taxes equal 50 per cent of the previous year's taxes, adjusted for any supplementary taxes or cancellations done for a portion of the year, as if the additional taxes or cancellation had applied for the entire year. Interim tax bills are mailed in late January and due in mid February, March and April (unless enrolled in a Pre-Authorized Payment Plan (PAP)).

Final taxes are based on the property's assessment value and will reflect any changes in municipal taxes and the education portion of taxes. Final tax bills are mailed in late June and due in mid July, September and November (unless enrolled in a PAP).

Property assessment values are determined by the Municipal Property Assessment Corporation (MPAC). For questions concerning your assessment value, please contact MPAC by calling 1-866-296-6722 or visiting their website at [www.mpac.ca](http://www.mpac.ca)

The information provided is for general enquiry purposes only and is subject to change. While effort has been made to assure accuracy, the data may not be 100% accurate and may be unsuited to your purpose. Information provided is provided "as is" without warranty of any kind, express or implied, and is not to be relied upon for any purpose, including any legal or real estate transaction. Before using or relying on this information in any way, you should consult a lawyer. The Corporation of the City of Windsor assumes no liability for any alleged or actual, incidental or consequential damages resulting from the furnishing, performance or use of any information produced.



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E-Services

Weather

Mayor and Council

FAQ

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TAB G

**RSM Canada Limited**  
**Court Appointed Receiver and Liquidator of**  
**Apartments for Living for Physically Handicapped Association**  
**Interim Statement of Receipts and Disbursements**  
**For the period July 5, 2018 to November 2, 2018**

Receipts	
Cash	\$ 483,795
Provincial subsidy (1)	57,201
Other	499
<b>Total receipts (2)</b>	<b>\$ <u>541,495</u></b>
Disbursements	
Insurance	\$ 4,400
Legal fees to August 31, 2018	3,620
Miscellaneous	456
Mortgage payments (3)	19,052
Property Manager	9,810
Receiver's fees to August 31, 2018	25,041
Repairs and maintenance	5,081
Security	2,146
Utilities	5,002
HST/PST paid	5,555
<b>Total disbursements</b>	<b>\$ <u>80,163</u></b>
<b>Net funds on hand</b>	<b>\$ <u><u>461,331</u></u></b>

**Notes:**

- (1) This amount is the total of the monthly MOHLTC Supportive Housing subsidy received by ALPHA.
- (2) The above receipts do not include the deposit held by the Receiver in respect of the sale of the Windsor Property.
- (3) The net amount of \$4,763.01 is payable monthly on account of the CMHC mortgage.

*This Appendix forms part of the First Report of the Receiver dated November 8, 2018 and should only be read in conjunction therewith.*

TAB H

Court File No. CV-18-596938-CL

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

**BETWEEN:**

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO**

Applicant

- and -

**APARTMENTS FOR LIVING FOR PHYSICALLY  
HANDICAPPED ASSOCIATION**

Respondent

**AFFIDAVIT OF DANIEL WEISZ**  
**(Sworn November 7, 2018)**

I, **DANIEL WEISZ**, of the City of Vaughan, in the Province of Ontario, **MAKE OATH AND SAY:**

1. I am a Senior Vice-President of RSM Canada Limited ("**RSM**") and as such I have personal knowledge of the matters to which I hereinafter depose, save and except those matters based upon information and belief, in which case I have stated the source of such facts, all of which I verily believe to be true.



2. Pursuant to an order of the Court dated July 5, 2018, RSM Canada Limited was appointed receiver and liquidator (the "Receiver"), without security, of all of the assets, undertakings and properties of Apartments for Living for Physically Handicapped Association ("ALPHA"), including all proceeds thereof.

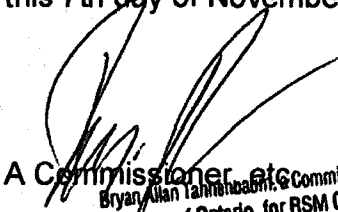
3. Attached hereto and marked as Exhibit "A" to this my affidavit are copies of invoices issued by RSM for fees and disbursements incurred by the Receiver in respect of these proceedings for the period ending October 31, 2018 (the "Period"). The total fees charged for the Period are \$33,856.50, plus HST of \$4,401.35 for a total of \$38,257.85. The average hourly rate charged during the Period was \$420.58.

4. The invoices are a fair and accurate description of the services provided and the amounts charged by RSM for the Period.

5. Attached hereto and marked as Exhibit "B" is a schedule summarizing the invoices in Exhibit "A", the total billable hours charged, the total fees charged and the average hourly rate charged.

6. I make this affidavit in support of a motion for an Order approving the Receiver's fees and disbursements and for no other or improper purpose.

SWORN BEFORE ME at the City of Toronto, in the Province of Ontario, this 7th day of November, 2018




A Commissioner, etc.  
Bryan Alan Tahiroob, Commissioner, etc.  
Province of Ontario, for RSM Canada LLP  
and RSM Canada Limited.  
Expires January 5, 2021.

)  
)  
)  
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DANIEL WEISZ

**THIS IS EXHIBIT "A" REFERRED TO IN THE  
AFFIDAVIT OF DANIEL WEISZ SWORN BEFORE ME  
THIS 7th DAY OF NOVEMBER, 2018**



---

**A Commissioner, etc.**  
Bryan Allan Tannenbaum, a Commissioner of the  
Province of Ontario, for RSM Canada Ltd.  
and RSM Canada Limited  
Expires January 5, 2021



GST/HST: 80784 1440 RT 0001

**RSM CANADA LIMITED**  
**Licensed Insolvency Trustee**  
 11 King St W, Suite 700, Box 27  
 Toronto, ON M5H 4C7

T +1 416 480 0160  
 F +1 416 480 2646

www.rsmcanada.com

**To RSM Canada Limited**  
**Court-appointed Receiver and Liquidator of Apartments**  
**For Living For Physically Handicapped Association**  
 11 King Street West, Suite 700  
 Toronto, ON M5H 4C7

Date August 14, 2018

Client File 783-338-4  
 Invoice 1  
 No. 5450469

For professional services rendered with respect to the appointment of RSM Canada Limited as Court-appointed Receiver and Liquidator of Apartments For Living For Physically Handicapped Association ("ALPHA") for the period ending July 31, 2018.

Date	Professional	Description
01/08/2018	Daniel Weisz	Exchange emails with C. McKeogh of Ministry of Health and Long-Term Care ("MOHLTC") relating to status of the file.
01/15/2018	Daniel Weisz	Review draft affidavit and email to C. McKeogh re same.
01/17/2018	Daniel Weisz	Review November 2017 monthly financial report prepared by Larlyn Property Management Ltd. ("Larlyn"); review appraisal provided; exchange emails with C. McKeogh.
01/19/2018	Daniel Weisz	Prepare for and attend conference call to discuss the status of the ALPHA and pending application for the appointment of a receiver; review information provided by C. McKeogh re financial information provided by Larlyn and provide questions to C. McKeogh re same.
01/22/2018	Daniel Weisz	Exchange emails with C. McKeogh re sale process.
02/01/108	Daniel Weisz	Review answers provided by Larlyn to questions posed and address emails to and from V. Iwanow of MOHLTC with further comments/questions; discussion with C. McKeogh re status of receivership application and status of former employees of ALPHA.
03/13/2018	Daniel Weisz	Review Larlyn January 2018 monthly financial report.
03/14/2018	Daniel Weisz	Review email re break-in at the property and exchange emails with C. McKeogh.
03/23/2018	Daniel Weisz	Review updated draft affidavit and notice of motion and email to C. McKeogh in respect of same.
03/28/2018	Daniel Weisz	Exchange emails with C. McKeogh regarding draft application materials; review February 2018 monthly reporting package; review C. McKeogh comments on draft materials and email to C. McKeogh in respect of same.
04/03/2018	Daniel Weisz	Review exchange of correspondence re motion materials.

August 14, 2018  
 Invoice 1  
 Page 2

Date	Professional	Description
04/06/2018	Daniel Weisz	Review revised draft order and provide comments to C. McKeogh; prepare consent request, sign and return.
04/10/2018	Daniel Weisz	Exchange emails with C. McKeogh re status.
04/11/2018	Daniel Weisz	Review emails and send revised consent.
04/27/2018	Daniel Weisz	Exchange emails re status.
05/03/2018	Daniel Weisz	Discussion with T. Thompson of HUB International ("HUB") and email to C. McKeogh re insurance.
07/03/2018	Daniel Weisz	Discussion with B. Wong on various matters; email to A. Sinnadurai re court appearance scheduled for July 5, 2018; prepare for and attend conference call with V. Iwanow, C. McKeogh, B. Wong, and J. Dedic re pending receivership application; review draft factum and email comments.
07/04/2018	Daniel Weisz	Discussion with B. Wong on receivership.
07/05/2018	Jeff Berger	Review of Court Order and discussion with B. Wong regarding immediate actions required; corresponding with K. Hewitt of Larlyn regarding information required by the Receiver; corresponding with J. Bezaire of All Risks Insurance re lapse of the insurance policy.
07/05/2018	Daniel Weisz	Prepare for and attend in court re application for appointment of a Receiver; emails re insurance and discussion with B. Wong on same; exchange emails with V. Iwanow re insurance.
07/05/2018	Brenda Wong	Email to HUB re liability insurance for the Receiver; email to J. Berger re action steps upon appointment; call with HUB re liability insurance; email to Larlyn re photos required; review draft email to Larlyn re records, disbursements; calls and emails with HUB re property insurance; call with K. Hewitt re status of the insurance policy and photos of property required and contact person for questions on property; review 2014 appraisal and November 2017 bank statements; arrange for webpage to be set up for the engagement.
07/06/2018	Jeff Berger	Email to K. Hewitt to request information and follow-up re information previously requested; email to J. Bezaire to inquire about any previous insurance claims on the property.
07/06/2018	Daniel Weisz	Discussion with B. Cohen of Torkln Manes LLP on file; review emails; discussion with B. Wong.
07/06/2018	Brenda Wong	Email with Larlyn re insurance status and requirements; email to J. Berger re follow up with Larlyn for management agreement and financial reports; review email from All-Risk and forward information to HUB.
07/09/2018	Daniel Weisz	Review email re B. Wong review of financial statements and respond.
07/09/2018	Brenda Wong	Review May 2018 reporting package, email to D. Weisz re questions on same, monthly funding; emails to Larlyn re May reporting, PAPs and transfer of funds; emails with MOHLTC re CMHC contact; emails with Larlyn re condition of roof.
07/10/2018	Brenda Wong	Discussion with S. Diemer of Larlyn re roof status; email to HUB to provide update and request addition of additional insured.
07/11/2018	Jeff Berger	Meeting with D. Weisz and B. Wong to discuss the status of the Receiver's requests to Larlyn, the Receiver's sales process; draft requests for listing proposals.

August 14, 2018  
 Invoice 1  
 Page 3

Date	Professional	Description
07/11/2018	Daniel Weisz	Review email re status; meet with B. Wong and J. Berger re status of administration and request for listing proposals; discussion with B. Wong re status of contacting Larlyn.
07/11/2018	Brenda Wong	Calls to and leaving voicemails messages for J. Dedic and K. Hewitt; meet with D. Weisz and J. Berger to discuss status; call and email to S. Diemer re scheduling a call with Larlyn; make edits to draft email to brokers.
07/12/2018	Jeff Berger	Phone call with B. Sykes of Avison Young and B. Wong to discuss listing the property; review of draft email to Larlyn re outstanding information requested by the Receiver.
07/12/2018	Daniel Weisz	Review and update email to Larlyn and send; review email re status of the roof; discussion with C. McKeogh on status.
07/12/2018	Brenda Wong	Review quote from roofing contractor, discussions with S. Diemer re same; draft email to Larlyn re outstanding matters to be addressed; call with Avison Young re listing proposal; email to S. Diemer re showing property to brokers; email to HUB re condition of roof.
07/13/2018	Daniel Weisz	Review T. Thompson email re status of insurance and discussion with B. Wong on same; discussion with B. Wong re property management status.
07/13/2018	Brenda Wong	Emails with S. Diemer re water pipes and roof; email to E. Freiler and U. Das of the Ministry of Municipal Affairs and Housing to request copies of CMHC security; calls and email with WFCU Credit Union re ALPHA deposits to be transferred to the Receiver.
07/16/2018	Jeff Berger	Phone call with Colliers re listing proposal; follow-up with Larlyn re the Receiver's request for information.
07/16/2018	Daniel Weisz	Review and exchange emails re status of available information; transfer of funds; status of Larlyn listing of property.
07/16/2018	Brenda Wong	Review email correspondence from brokers; emails from S. Diemer re roof; review bank statements for monthly debits and send email to WFCU to request transfer of funds to the Receiver; emails with K. Hewitt re information requested; emails with MOHLTC re information required for sales process, party interested in property and cancellation of provincial subsidy; email from an interested party re purchase/leasing of the property; send CMHC documents to B. Cohen for review; call with Colliers.
07/17/2018	Jeff Berger	Meeting with B. Wong and D. Weisz to discuss the status of various aspects of the receivership.
07/17/2018	Daniel Weisz	Meet with B. Wong and J. Berger to discuss management of the property, sales process; discussion with C. McKeogh and discussion with B. Wong on same.
07/17/2018	Brenda Wong	Respond to email from interested party; make edits to draft email to MOHLTC; review and respond to email from K. Hewitt re requests for quotes; email to Colliers photos of the property and additional information on the roof; meet with D. Weisz and J. Berger to discuss status; discussion and emails with K. Hewitt re management agreement; email to S. Diemer re quotes for roof and tarping.
07/18/2018	Daniel Weisz	Discussion with B. Wong re status of listing proposals; review draft email to be sent with information and discussion with J. Berger on same.

August 14, 2018  
 Invoice 1  
 Page 4

Date	Professional	Description
07/18/2018	Brenda Wong	Review email from S. Diemer re quote for roof; review email from CBRE re site visit and email to D. Weisz re extension of deadline for listing proposals to Friday; review emails re funding; review HUB invoices.
07/19/2018	Jeff Berger	Review of listing proposal from Colliers; emails with Avison Young re information on the subject property and extending the proposal submission deadline.
07/19/2018	Daniel Weisz	Discussion with J. Berger on status of listing proposals; review emails regarding same.
07/19/2018	Brenda Wong	Review 2014 appraisal for zoning information and forward City of Windsor letter to brokers; follow up with Larlyn re information requested; review Colliers proposal and email to Colliers re roof repairs; review CBRE proposal.
07/20/2018	Jeff Berger	Review of listing proposals and drafting summary of same; meeting with D. Weisz and B. Wong to discuss the proposals and the Receiver's intended course of action.
07/20/2018	Daniel Weisz	Preliminary review of listing proposal from CBRE; review schedule re listing proposals received; meet with B. Wong and J. Berger re listing proposals received.
07/20/2018	Brenda Wong	Emails with S. Diemer re second quote for roof; review email from WFCU re transfer of funds and check online banking for receipt; follow up with Larlyn re information requested; email to Larlyn re payment of property taxes; search City of Windsor website re property tax and permit status; email to Larlyn to engagement of contractor to tarp the roof.
07/23/2018	Jeff Berger	Receipt and review of listing proposal from Avison Young; preparing the draft listing agreement.
07/23/2018	Daniel Weisz	Discussion with J. Berger and B. Wong re listing proposals received and selection of broker; draft email to the MOHLTC on the status of the receivership; review draft listing agreement and discussion with B. Wong on same; begin review of draft management agreement.
07/23/2018	Brenda Wong	Review draft listing agreement; fax letter to BMO to invest funds in short term investment; review and make changes to draft management agreement; email to CMHC re receivership and request for mortgage information.
07/24/2018	Jeff Berger	Discussion with D. Weisz re proposal from Avison Young; updating the summary of listing proposals.
07/24/2018	Daniel Weisz	Review proposal received from Avison Young; discussion with J. Berger on summary; complete review of draft management agreement and provide comments to B. Wong.
07/25/2018	Brenda Wong	Review D. Weisz changes to draft management agreement; email to M. Holmes re question on agreement; review Torkin Manes changes to listing agreement and send to Colliers for review.
07/26/2018	Cindy Baeta	Prepare disbursement cheques.
07/26/2018	Daniel Weisz	Review B. Cohen comments on draft management agreement and comments to B. Wong on same.
07/26/2018	Brenda Wong	Follow up with J. Berger re information requested from Larlyn; review/respond to emails with S. Diemer re roof.
07/27/2018	Brenda Wong	Review Torkin Manes changes to management agreement.

August 14, 2018  
Invoice 1  
Page 5

Date	Professional	Description
07/30/2018	Daniel Weisz	Meet with B. Wong and J. Berger to discuss status of information required for sales process and status of the listing agreement.
07/30/2018	Brenda Wong	Discussion with B. Cohen re changes to management agreement, make additional edits and email to Larlyn revised document; send follow-up email to Larlyn re information on federal grant; email to Colliers re its review of the listing agreement; email to V. Iwanow re financing arrangements; review emails from S. Diemer re ceiling tiles and billing agreement with the Receiver's changes.
		To all other administrative matters with respect to this engagement, including supervision, all meetings, telephone attendances, and written and verbal correspondence to facilitate the foregoing.

August 14, 2018  
 Invoice 1  
 Page 6

### FEE SUMMARY

Professional	Level	Hours	Rate	Fees
Daniel R. Weisz, CPA, CA, CFF, CIRP, LIT	Senior Vice President	18.50	\$ 525	\$ 9,712.50
Brenda Wong, CIRP, LIT	Senior Manager	14.10	\$ 395	5,569.50
Jeffrey K. Berger, CPA, CA	Senior Associate	12.50	\$ 250	3,125.00
Cindy Baeta	Estate Administrator	0.30	\$ 110	33.00
<b>Total hours and professional fees</b>		<u>45.40</u>		\$ 18,440.00
HST @ 13%				2,397.20
<b>Total payable</b>				<b>\$ 20,837.20</b>

#### PAYMENT BY VISA / MC ACCEPTED

Card Number \_\_\_\_\_ Expiry Date \_\_\_\_\_  
 Name on Card \_\_\_\_\_ Amount \_\_\_\_\_

#### WIRE PAYMENT DETAILS

For CA\$ Payments: For credit to the account of RSM Canada Limited, Account No. 90-21116, Canadian Imperial Bank of Commerce Branch No. 00002, Commerce Court Banking Centre, Toronto, ON M5L 1G9

ONLINE/TELEPHONE BANKING available at major financial institutions under the account "RSM Canada Limited"

Terms: Payment upon receipt. Interest will be charged at the rate of 12% per annum (1% per month) on overdue accounts.  
 RSM CANADA LIMITED





GST/HST: 80784 1440 RT 0001

**RSM CANADA LIMITED**  
**Licensed Insolvency Trustee**  
 11 King St W, Suite 700, Box 27  
 Toronto, ON M5H 4C7

T +1 416 480 0160  
 F +1 416 480 2646

www.rsmcanada.com

**To RSM Canada Limited**  
**Court-appointed Receiver and Liquidator of Apartments**  
**For Living For Physically Handicapped Association**  
 11 King Street West, Suite 700  
 Toronto, ON M5H 4C7

**Date** October 25, 2018

**Client File** 783-338-4

**Invoice** 2

**No.** 5499030

For professional services rendered with respect to the appointment of RSM Canada Limited as Court-appointed Receiver and Liquidator of Apartments For Living For Physically Handicapped Association ("ALPHA") for the period ending August 31, 2018.

<b>Date</b>	<b>Professional</b>	<b>Description</b>
08/01/2018	Daniel Weisz	Discussion with B. Cohen of Torkin Manes LLP ("Torkin") re proposed change to listing agreement; discussion with B. Wong on status of listing agreement and property management agreement; review proposed changes to listing agreement provided.
08/01/2018	Brenda Wong	Call with K. Lindsay re comments on listing agreement and review Colliers revised agreement; completing form for redirection of provincial subsidy; calls and emails to Larlyn Property Management Ltd. ("Larlyn") to follow up on outstanding information requests.
08/02/2018	Daniel Weisz	Review updated listing agreement; discussion with B. Wong re duplicate provisions and timing of marketing launch; review final listing agreement and sign; discussion with B. Wong on agreement of purchase and sale ("APS") required; email to the Ministry of Health and Long-Term Care ("Ministry") re status of the sale of the property.
08/02/2018	Brenda Wong	Discussion with Colliers re changes to listing agreement and launch date; make revisions to listing agreement; follow up with Larlyn re reports for sales process; emails with Larlyn re management agreement; review email from S. Diemer of Larlyn re site inspection and roof leak.
08/03/2018	Brenda Wong	Review and respond to emails from M. Benjaminsen of Larlyn re Receiver's request for information.
08/07/2018	Daniel Weisz	Exchange emails with B. Wong re management agreement signed; review final management agreement and sign; review signed listing agreement; email to the Ministry re same.
08/07/2018	Brenda Wong	Review management agreement and Certificate Of Insurance ("COI") provided by Larlyn, request amendment to the COI; review emails from Larlyn.

October 25, 2018  
 Invoice 2  
 Page 2

Date	Professional	Description
08/08/2018	Daniel Weisz	Meet with B. Wong re status of information requested from Larlyn and re trespassers at the property.
08/08/2018	Brenda Wong	Emails with S. Diemer re trespassers on property; email to an interested party re broker retainer by the Receiver; review DS60 invoice for payment; follow up with Larlyn re accounting matters; discussion with D. Weisz re status; prepare APS template.
08/09/2018	Cindy Baeta	Prepare disbursement cheque.
08/09/2018	Daniel Weisz	Review email re status of trespassers.
08/09/2018	Brenda Wong	Email to Larlyn re 2018 fire inspection and property tax bill; emails with J. Berger re drawings on site; continue preparing APS for sales process; review CMHC mortgage statement and May financials to determine monthly mortgage payment and follow up with Ministry of Housing re where payment is to be sent; discussion with S. Diemer re trespassers on the property; email to S. Diemer re second invoice for tarping; emails with Colliers re MLS listing and property taxes; email to K. Hewitt of Larlyn to request security patrols be scheduled for the weekends.
08/10/2018	Brenda Wong	Review summary of activities; call to K. Hewitt to discuss status; emails to M. Benjaminsen re outstanding items; review DS60 invoice for payment.
08/13/2018	Daniel Weisz	Review summary of activities.
08/13/2018	Brenda Wong	Email to S. Diemer re Dayus invoice; review Torkin opinion on CMHC mortgage.
08/14/2018	Daniel Weisz	Email to the Ministry re costs to date.
08/14/2018	Brenda Wong	Review MLS agreement and email to S. Diemer re descriptions of the property.
08/15/2018	Daniel Weisz	Discussion with B. Wong on Larlyn; discussion with B. Wong on form of APS.
08/15/2018	Brenda Wong	Edit and sign MLS form and send to Colliers; discussion and email to M. Benjaminsen re accounting matters and security; review invoice and prepare cheque requisition; email draft APS to B. Cohen for review; email to U. Das of the Ministry of Municipal Affairs and Housing re cancellation of CMHC PAP; email to WFCU Credit Union ("WFCU") to request statement of activity.
08/16/2018	Brenda Wong	Complete and return PAD form to U. Das; emails with U. Das re same; review emails from Larlyn re quotes for security patrols.
08/17/2018	Cindy Baeta	Prepare disbursement cheques.
08/17/2018	Daniel Weisz	Review and sign cheques.
08/21/2018	Daniel Weisz	Review updated listing agreement and initial, review MLS agreement and discussion with B. Wong on same; discussion with B. Wong; review email from Colliers re listing price.
08/21/2018	Brenda Wong	Review email from Colliers re status of marketing and forward to D. Weisz to initial change to listing agreement; emails and discussion with Colliers re listing price; review WFCU bank statement and email to Larlyn re PADs to be stopped.
08/22/2018	Daniel Weisz	Review exchange of emails with Torkin re the APS.
08/22/2018	Brenda Wong	Send revised listing agreement to Colliers; respond to Colliers' email re tour of the property; review Torkin changes to APS and email question re same; email to M. Benjaminsen to follow up on outstanding matters.

October 25, 2018  
Invoice 2  
Page 3

Date	Professional	Description
08/24/2018	Brenda Wong	Make final changes to form of APS.
08/27/2018	Daniel Weisz	Review update form of APS and discuss with B. Wong on same.
08/27/2018	Brenda Wong	Email to Larlyn to request confirmation that PADs have been cancelled; email to S. Diemer re weekend patrols; finalize form of APS and send to Colliers.
08/28/2018	Brenda Wong	Review Larlyn site inspection report; review HUB liability policy documents.
08/29/2018	Brenda Wong	Discussion with Larlyn accountant for ALPHA; review email from S. Diemer re repairs to exterior lights.
08/30/2018	Cindy Baeta	Filing.
08/31/2018	Daniel Weisz	Review marketing update provided by Colliers.
		To all other administrative matters with respect to this engagement, including supervision, all meetings, telephone attendances, and written and verbal correspondence to facilitate the foregoing.

October 25, 2018  
 Invoice 2  
 Page 4

### FEE SUMMARY

Professional	Level	Hours	Rate	Fees
Daniel R. Weisz, CPA, CA, CFF, CIRP, LIT	Senior Vice President	6.60	\$ 525	\$ 3,465.00
Brenda Wong, CIRP, LIT	Senior Manager	7.80	\$ 395	3,081.00
Cindy Baeta	Estate Administrator	0.50	\$ 110	55.00
<b>Total hours and professional fees</b>		<b>14.90</b>		<b>\$ 6,601.00</b>
HST @ 13%				858.13
<b>Total payable</b>				<b>\$ 7,459.13</b>

#### PAYMENT BY VISA / MC ACCEPTED

Card Number \_\_\_\_\_ Expiry Date \_\_\_\_\_  
 Name on Card \_\_\_\_\_ Amount \_\_\_\_\_

#### WIRE PAYMENT DETAILS

For CA\$ Payments: For credit to the account of RSM Canada Limited, Account No. 90-21116, Canadian Imperial Bank of Commerce Branch No. 00002, Commerce Court Banking Centre, Toronto, ON M5L 1G9

ONLINE/TELEPHONE BANKING available at major financial institutions under the account "RSM Canada Limited"

Terms: Payment upon receipt. Interest will be charged at the rate of 12% per annum (1% per month) on overdue accounts.  
 RSM CANADA LIMITED



GST/HST: 80784 1440 RT 0001

**RSM CANADA LIMITED**  
**Licensed Insolvency Trustee**  
 11 King St W, Suite 700, Box 27  
 Toronto, ON M5H 4C7

T +1 416 480 0160  
 F +1 416 480 2646

www.rsmcanada.com

**To RSM Canada Limited**  
**Court-appointed Receiver and Liquidator of Apartments**  
**For Living For Physically Handicapped Association**  
 11 King Street West, Suite 700  
 Toronto, ON M5H 4C7

Date November 5, 2018

Client File 783-338-4

Invoice 3

No. 5514940

For professional services rendered with respect to the appointment of RSM Canada Limited as Court-appointed Receiver and Liquidator of Apartments For Living For Physically Handicapped Association ("ALPHA") for the period ending September 30, 2018.

Date	Professional	Description
09/07/2018	Daniel Weisz	Review account rendered by Torkin Manes LLP ("Torkin") and discussion with B. Wong on same.
09/07/2018	Brenda Wong	Review Torkin invoice; email to Larlyn Property Management Ltd. ("Larlyn") re security patrols.
09/09/2018	Brenda Wong	Review June and July financial statements and email to Larlyn re question on mortgage payments and insurance accrual.
09/10/2018	Brenda Wong	Discussion with M. Benjaminsen of Larlyn re security patrols and fire inspections.
09/11/2018	Brenda Wong	Emails with M. Benjaminsen re payment of bills; email to Larlyn re status of PADs to be cancelled; review online statement for preauthorized debits and credits; prepare paperwork for processing of bills and preauthorized debits and credits; discussion with K. Lindsay of Colliers re status of offers.
09/12/2018	Brenda Wong	Review email from S. Diemer of Larlyn re: issue at the property; receipt and review of offers from Colliers.
09/12/2018	Daniel Weisz	Discussion with B. Wong on status of offers, review summary of offers received.
09/14/2018	Cindy Baeta	Post receipts to Ascend; prepare disbursement cheques; prepare bank reconciliation.
09/14/2018	Brenda Wong	Emails and call with Colliers re offers received.
09/14/2018	Daniel Weisz	Discussion with B. Wong on status of offers; email to C. McKeogh and V. Ivanow providing an update; review email from Colliers re offers received and offer summary including preliminary review of offers received; review application record re claims of creditors; conference call with K. Lindsay and B. Wong; email to B. Cohen of Torkin re mortgage held by CMHC.

November 5, 2018  
 Invoice 3  
 Page 2

Date	Professional	Description
09/20/2018	Brenda Wong	Call and email from K. Lindsay re update on offers; forward email and offer from Colliers to B. Cohen; respond to enquiry re property.
09/20/2018	Daniel Weisz	Review email from Colliers re offers received.
09/21/2018	Cindy Baeta	Prepare disbursement cheques.
09/21/2018	Daniel Weisz	Review agreement of purchase and sale submitted by purchaser; exchange emails with Torkin re same; discussion with B. Cohen re same; discussion with S. Eiley of Torkin; execute agreement of purchase and sale and email to Colliers regarding same.
09/21/2018	Daniel Weisz	Email to C. McKeogh and V. Ivanow re status of the property.
09/21/2018	Brenda Wong	Review invoices and prepare cheque requisition; emails with Colliers re marketing of property and responding to inquiries from party interested in the property.
09/21/2018	Bryan Tannenbaum	Sign cheques.
09/24/2018	Brenda Wong	Email to M. Benjaminsen re invoices to be paid; follow up with Larlyn re questions on July financial statements; review site inspection reports.
09/26/2018	Brenda Wong	Receipt of deposit cheque and prepare paperwork for processing.
09/27/2018	Donna Nishimura	Deposit cheque at the bank.
09/27/2018	Brenda Wong	Emails to Colliers and Torkin re receipt of deposit cheque.
09/28/2018	Cindy Baeta	Post receipts to Ascend.
09/28/2018	Daniel Weisz	Review email from Y. Yo of law office of Steve Newman re authorization and direction to be executed; review and update document and forward to Torkin for comments; exchange emails with Torkin; sign document and send to Y. Yo.
09/28/2018	Brenda Wong	Review online bank statement and prepare paperwork for processing of provincial subsidies received.
		To all other administrative matters with respect to this engagement, including supervision, all meetings, telephone attendances, and written and verbal correspondence to facilitate the foregoing.

November 5, 2018  
 Invoice 3  
 Page 3

### FEE SUMMARY

Professional	Level	Hours	Rate	Fees
Bryan A. Tannenbaum, FCPA, FCA, FCIRP, LIT	President	0.10	\$ 550	\$ 55.00
Daniel R. Weisz, CPA, CA, CFF, CIRP, LIT	Senior Vice President	5.10	\$ 525	2,677.50
Brenda Wong, CIRP, LIT	Senior Manager	2.90	\$ 395	1,145.50
Cindy Baeta/Donna Nishimura	Estate Administrator	1.20	\$ 110	132.00
<b>Total hours and professional fees</b>		<u>9.30</u>		\$ 4,010.00
HST @ 13%				521.30
<b>Total payable</b>				<b>\$ 4,531.30</b>

#### PAYMENT BY VISA / MC ACCEPTED

Card Number \_\_\_\_\_ Expiry Date \_\_\_\_\_  
 Name on Card \_\_\_\_\_ Amount \_\_\_\_\_

#### WIRE PAYMENT DETAILS

For CA\$ Payments: For credit to the account of RSM Canada Limited, Account No. 90-21116, Canadian Imperial Bank of Commerce Branch No. 00002, Commerce Court Banking Centre, Toronto, ON M5L 1G9

ONLINE/TELEPHONE BANKING available at major financial institutions under the account "RSM Canada Limited"

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GST/HST: 80784 1440 RT 0001

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**To RSM Canada Limited**  
 Court-appointed Receiver and Liquidator of Apartments  
 For Living For Physically Handicapped Association  
 11 King Street West, Suite 700  
 Toronto, ON M5H 4C7

Date November 5, 2018

Client File 783-338-4

Invoice 4

No. 5514983

For professional services rendered with respect to the appointment of RSM Canada Limited as Court-appointed Receiver and Liquidator of Apartments For Living For Physically Handicapped Association ("ALPHA") for the period ending October 31, 2018.

Date	Professional	Description
10/01/2018	Daniel Weisz	Review email re insurance.
10/02/2018	Brenda Wong	Review emails from Ministry of Health and Long-Term Care ("Ministry") re new online system; review invoice for payment; email to M. Benjaminsen of Larlyn Property Management Ltd. ("Larlyn") re invoices sent from Larlyn for payment not yet received by the Receiver.
10/02/2018	Daniel Weisz	Discussion with B. Wong on enquiries of V. Ivanow; review of emails.
10/05/2018	Brenda Wong	Review Larlyn site inspection reports; review invoices forwarded for payment by Larlyn.
10/05/2018	Daniel Weisz	Review and filing of emails.
10/09/2018	Brenda Wong	Review site inspection report and email to S. Diemer of Larlyn re question on same.
10/09/2018	Daniel Weisz	Review email from Larlyn re change in property manager assigned to ALPHA; review of emails.
10/10/2018	Brenda Wong	Review invoices sent by Larlyn for payment and check cheque register and bank statements for whether invoice was previously paid; email to S. Diemer re second modem on the property; call to alarm company re annual bill; call to JMK Fire Protection ("JMK") re quote submitted for payment; prepare cheque requisitions for outstanding invoices.
10/12/2018	Cindy Baeta	Prepare disbursement cheques; prepare bank reconciliation.
10/12/2018	Brenda Wong	Review and sign disbursement cheques; follow up calls to Cogeco and JMK re whether invoices paid; call and email with FMC re switch over to monthly billing.
10/12/2018	Daniel Weisz	Review and sign cheques.
10/15/2018	Brenda Wong	Call and email to Enwin to confirm cancellation of preauthorized debit.



November 5, 2018  
 Invoice 4  
 Page 2

Date	Professional	Description
10/15/2018	Daniel Weisz	Discussion with B. Wong re Larlyn.
10/17/2018	Daniel Weisz	Exchange emails with Colliers and the Ministry re the status of sale of the property.
10/18/2018	Brenda Wong	Review and respond to email from P. Mair of Larlyn re outstanding cheques and financial reporting required from Larlyn.
10/18/2018	Daniel Weisz	Review email from K. Lindsay of Colliers re purchaser request for an extension of due diligence period and reply to K. Lindsay on additional information needed on second offeror; review of emails.
10/19/2018	Cindy Baeta	Prepare disbursement cheque.
10/19/2018	Daniel Weisz	Review email from K. Lindsay on position of second offeror and respond on purchaser request for an extension to the due diligence period; send update email to the Ministry; exchange emails with B. Cohen of Torkin Manes LLP ("Torkin") re extension request; review extension request and discussion with B. Cohen on same.
10/19/2018	Brenda Wong	Review invoices received from Larlyn for payment; review correspondence re extension requested by the purchaser; call to S. Diemer re security cameras; follow up with FMC re invoicing for monitoring services.
10/24/2018	Brenda Wong	Review site inspection reports; review summary of activities; respond to email from Larlyn requesting Receiver's banking information.
10/24/2018	Daniel Weisz	Review and update summary of activities.
10/25/2018	Daniel Weisz	Review summary of activities.
10/29/2018	Daniel Weisz	Review of emails.
10/30/2018	Brenda Wong	Review emails from Larlyn re closing of WFCU Credit Union ("WFCU") account and balance to be transferred to Receiver; check online to confirm funds received and prepare paperwork for posting of receipt.
10/31/2018	Brenda Wong	Follow up with D. Nicolas of Larlyn re snow clearing contract and COI from Larlyn; review email from HUB re renewal documents; review email from Colliers re purchaser's request for price reduction; discussion with Colliers re offers and Receiver's response; emails to D. Weisz re same.
10/31/2018	Daniel Weisz	Review of information from Colliers re position of the purchaser; review files and respond to Colliers; review subsequent email from Collier and respond thereto.
		To all other administrative matters with respect to this engagement, including supervision, all meetings, telephone attendances, and written and verbal correspondence to facilitate the foregoing.

November 5, 2018  
 Invoice 4  
 Page 3

### FEE SUMMARY

Professional	Level	Hours	Rate	Fees
Daniel R. Weisz, CPA, CA, CFF, CIRP, LIT	Senior Vice President	5.60	\$ 525	\$ 2,940.00
Brenda Wong, CIRP, LIT	Senior Manager	4.50	\$ 395	1,777.50
Cindy Baeta	Estate Administrator	0.80	\$ 110	88.00
<b>Total hours and professional fees</b>		<b>10.90</b>		\$ 4,805.50
HST @ 13%				624.72
<b>Total payable</b>				<b>\$ 5,430.22</b>

#### PAYMENT BY VISA / MC ACCEPTED

Card Number \_\_\_\_\_ Expiry Date \_\_\_\_\_  
 Name on Card \_\_\_\_\_ Amount \_\_\_\_\_

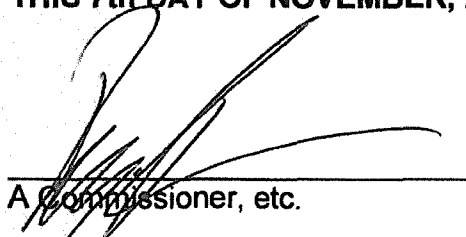
#### WIRE PAYMENT DETAILS

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 RSM CANADA LIMITED

**THIS IS EXHIBIT "B" REFERRED TO IN THE  
AFFIDAVIT OF DANIEL WEISZ SWORN BEFORE ME  
THIS 7th DAY OF NOVEMBER, 2018**



A Commissioner, etc.

Bryan Allen Lamoureux, a Commissioner, etc.  
Province of Ontario, for RSM Canada LLP  
and RSM Canada Limited.  
Expires January 5, 2021

**In the Matter of the Receivership of  
Apartments for Living for Physically Handicapped Association  
Summary of Receiver's Fees  
For the Period ending October 31, 2018**

<b>Invoice Date</b>	<b>Period</b>	<b>Hours</b>	<b>Fees</b>	<b>HST</b>	<b>Total</b>	<b>Average Hourly Rate</b>
14-Aug-18	January 8 to July 31, 2018	45.4	\$ 18,440.00	\$ 2,397.20	\$ 20,837.20	\$ 406.17
25-Oct-18	August 1 to 31, 2018	14.9	6,601.00	858.13	7,459.13	\$ 443.02
05-Nov-18	September 1 to 30, 2018	9.3	4,010.00	521.30	4,531.30	\$ 431.18
05-Nov-18	October 1 to 31, 2018	10.9	4,805.50	624.72	5,430.22	\$ 440.87
<b>Total</b>		<b>80.5</b>	<b>\$ 33,856.50</b>	<b>\$ 4,401.35</b>	<b>\$ 38,257.85</b>	<b>\$ 420.58</b>

TAB I

Court File No. CV-18-596938-CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO

Applicant

-and-

APARTMENTS FOR LIVING FOR PHYSICALLY  
HANDICAPPED ASSOCIATION

Respondent

APPLICATION FOR A WINDING-UP ORDER AND THE APPOINTMENT OF A RECEIVER  
AND LIQUIDATOR PURSUANT TO THE *CORPORATIONS ACT*, R.S.O. 1990,  
c C.38 AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c C.43

**AFFIDAVIT OF JEFFREY J. SIMPSON**

I, Jeffrey J. Simpson, of the City of Toronto, in the Province of Ontario, MAKE OATH  
AND SAY:

1. I am a Lawyer with the law firm of TORKIN MANES LLP (“**Torkin Manes**”), which has been engaged as independent counsel to RSM Canada Limited (“**RSM**”), in its capacity as receiver and liquidator (the “**Receiver**”), without security, of all of the assets, undertakings and properties of Apartments for Living for Physically Handicapped Association and as such have knowledge of the matters to which I hereinafter depose either through my own knowledge or by informing myself with respect thereto in which case I have indicated the source of my information and belief.
2. Attached hereto as **Exhibit "A"** are true copies of the accounts issued by Torkin Manes to RSM, in its capacity as Receiver, which includes detailed descriptions of the work performed for

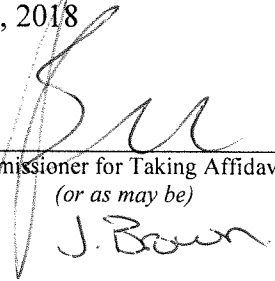
the period from July 16, 2018 to and including September 28, 2018. The total fees charged by Torkin Manes to RSM during this period were \$3,813.50 plus HST of \$495.76, plus disbursements of \$108.50 plus HST of \$11.83, for a total amount of \$4,429.59.

3. I confirm that the attached accounts accurately reflect the services provided by Torkin Manes in this matter and the fees and disbursements claimed by it during the period described above.

4. Additionally, attached hereto as **Exhibit "B"** is a summary of additional information with respect to the aforesaid accounts indicating all members of Torkin Manes who worked on this matter during the period described above, their year of call to the bar, total time charges and hourly rates, and I hereby confirm that this list represents an accurate accounts of such information.

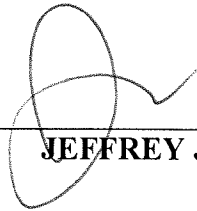
**SWORN BEFORE ME** at the City of Toronto, in the Province of Ontario on November 8, 2018

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

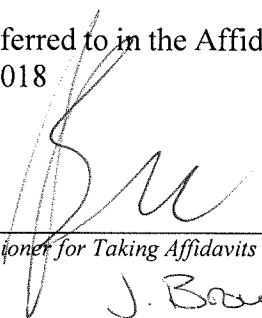
  
J. Brown

}

\_\_\_\_\_  
**JEFFREY J. SIMPSON**



This is Exhibit "A" referred to in the Affidavit of Jeffrey J. Simpson  
sworn November 8, 2018



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*Commissioner for Taking Affidavits (or as may be)*

J. Bawa



Torkin Manes LLP  
 Barristers & Solicitors  
 151 Yonge Street, Suite 1500  
 Toronto, ON M5C 2W7

Tel: 416 863 1188  
 Fax: 416 863 0305  
 torkinmanes.com

Torkin | Manes  
 Barristers & Solicitors

August 31, 2018

Invoice No.: 305959

Attention: Daniel Weisz  
 RSM Canada  
 11 King St. W., Suite 700  
 Box 27  
 Toronto, ON M5H 4C7

ACCOUNT FOR PROFESSIONAL SERVICES RENDERED

---

RE: Receivership of Apartments for Living for Physically  
 Handicapped Association  
 File No.: 34487.0003

TO PROFESSIONAL SERVICES RENDERED HEREIN AS FOLLOWS:

Jul 16 18	BAC	Receipt of correspondence and copy of CMHC mortgage from Receiver; initial review of mortgage, arrange for sub-search of title; correspondence to Receiver	0.30
Jul 16 18	BAC	Receive and review motion material to obtain necessary background information	0.80
Jul 24 18	BAC	Receipt of draft listing agreement; review and provide comments; correspondence to Receiver	0.50
Jul 26 18	BAC	Receive draft management agreement, review same and provide comments to Receiver	1.30
Jul 30 18	BAC	Telephone discussion with Brenda Wong	0.20

Page 2  
 August 31, 2018  
 Our File No.: 34487.0003  
 Invoice # 305959

**Torkin Manes**  
 Barristers & Solicitors

Aug 13 18	SJ	Obtained a real property parcel register for lands owned by Apartments For Living For Physically Handicapped Association	0.50
Aug 13 18	BAC	Order sub-search of title, review same; review mortgage to CMHC; prepare draft opinion, finalize and send opinion	0.80
Aug 16 18	AE	To review of draft agreement of purchase and sale provided by Brenda Wong; conference with Barry Cohen; subsearch of property; revising agreement of purchase and sale	0.90
Aug 20 18	SE	Correspondence with Barry Cohen; email to Daniel Weisz re revised Agreement of Purchase and Sale	0.30
Aug 20 18	BAC	Receive and review revised APS for Glade Drive; internal office discussion with Stephanie Eiley regarding offer	0.20
Aug 22 18	SE	Correspondence with Brenda Wong re Agreement of Purchase and Sale	0.10
		Total Hours:	5.90

OUR FEE:	\$3,519.50
HST:	\$457.54
SUB-TOTAL:	<u>\$3,977.04</u>

LAWYERS' SUMMARY: FEES SUBJECT TO HST:

<u>LAWYERS AND LEGAL ASSISTANTS INVOLVED</u>	<u>HOURLY RATE</u>	<u>HOURS WORKED</u>
Shalan Jankowski	275.00	.50
Aaron English	465.00	.90

Page 3  
 August 31, 2018  
 Our File No.: 34487.0003  
 Invoice # 305959

Torkin | Manes  
 Barristers & Solicitors

Stephanie Eiley	490.00	.40
Barry A. Cohen	675.00	4.10
TOTAL HOURS		5.90

## DISBURSEMENTS

## TAXABLE DISBURSEMENTS:

Agents fees	8.00
Document Scanning	35.70
Title search disbursements	22.25
Laser copies	17.40
	<hr/>
	83.35

## NON-TAXABLE DISBURSEMENTS:

Title search disbursements	9.55
Corporate search	8.00
	<hr/>
	17.55

Total Disbursements	\$100.90
HST on Disbursements	\$10.84

TOTAL DISBURSEMENTS AND HST:	<hr/>	\$111.74
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TOTAL FEE, DISBURSEMENTS & HST		<hr/>	\$4,088.78
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Page 4  
August 31, 2018  
Our File No.: 34487.0003  
Invoice # 305959

Torkin|Manes  
Barristers & Solicitors

BALANCE DUE AND OWING BY YOU

\$4,088.78

TORKIN MANES LLP

Per:



Barry A. Cohen

E. & O. E.

HST REGISTRATION NUMBER: R117245456

Payment is due upon receipt.  
Interest will be charged pursuant to the Solicitors Act at the  
rate of 1.0 percent per year.

Torkin Manes LLP  
 Barristers & Solicitors  
 151 Yonge Street, Suite 1500  
 Toronto, ON M5C 2W7

Tel: 416 863 1188  
 Fax: 416 863 0305  
 torkinmanes.com

**Torkin | Manes**  
 Barristers & Solicitors

September 30, 2018

Invoice No.: 307368

Attention: Daniel Weisz  
 RSM Canada  
 11 King St. W., Suite 700  
 Box 27  
 Toronto, ON M5H 4C7

ACCOUNT FOR PROFESSIONAL SERVICES RENDERED

RE: Receivership of Apartments for Living for Physically  
 Handicapped Association  
 File No.: 34487.0003

TO PROFESSIONAL SERVICES RENDERED HEREIN AS FOLLOWS:

Sep 21 18	SE	Correspondence with Daniel Weisz; review of revisions to Agreement of Purchase and Sale	0.40
Sep 28 18	SE	Correspondence with D. Weisz re release of old permit	0.20
		Total Hours:	0.60

OUR FEE:	\$294.00
HST:	\$38.22
SUB-TOTAL:	<u>\$332.22</u>

LAWYERS' SUMMARY: FEES SUBJECT TO HST:

<u>LAWYERS AND LEGAL ASSISTANTS INVOLVED</u>	<u>HOURLY RATE</u>	<u>HOURS WORKED</u>
Stephanie Eiley	490.00	.60

Page 2  
 September 30, 2018  
 Our File No.: 34487.0003  
 Invoice # 307368

**Torkin | Manes**  
 Barristers & Solicitors

TOTAL HOURS .60

DISBURSEMENTS

TAXABLE DISBURSEMENTS:

Reproduction of documents	0.30
Document Scanning	0.60
Laser copies	5.70
Colour Copies	1.00
	<hr/> 7.60

Total Disbursements	\$7.60
HST on Disbursements	\$ .99

TOTAL DISBURSEMENTS AND HST: \$8.59

TOTAL FEE, DISBURSEMENTS & HST \$340.81

BALANCE DUE AND OWING BY YOU \$340.81

TORKIN MANES LLP

Per: 

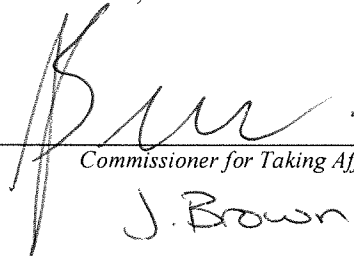
\_\_\_\_\_  
 Barry A. Cohen

E. & O. E.

HST REGISTRATION NUMBER: R117245456

Payment is due upon receipt.  
 Interest will be charged pursuant to the Solicitors Act at the  
 rate of 1.0 percent per year.

This is Exhibit "B" referred to in the Affidavit of Jeffrey J. Simpson  
sworn November 8, 2018

A handwritten signature in black ink, appearing to read "J. Brown", is written over a horizontal line. The signature is stylized and cursive.

*Commissioner for Taking Affidavits (or as may be)*

J. Brown.

**Summary of Additional Lawyer Information**

<u>Lawyer</u>	<u>Year of Call</u>	<u>Hours Billed</u>	<u>Hourly Rate</u>	<u>Total Billed</u>
Barry A. Cohen	1967	4.10	\$675.00	\$2,767.50
Stephanie Eiley	2002	1.00	\$490.00	\$490.00
Aaron English	2004	0.90	\$465.00	\$418.50
Shalan Jankowski	clerk	0.50	\$275.00	\$137.50
TOTAL				<u>\$3,813.50</u>



HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO

Applicant

-and- APARTMENTS FOR LIVING FOR PHYSICALLY  
HANDICAPPED ASSOCIATION  
Respondent

Court File No. CV-18-596938-CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

PROCEEDING COMMENCED AT  
TORONTO

**AFFIDAVIT OF JEFFREY J. SIMPSON**

**TORKIN MANES LLP**  
Barristers & Solicitors  
151 Yonge Street, Suite 1500  
Toronto, ON M5C 2W7

Stewart Thom (55695C)  
sthom@torkinmanes.com  
Tel: 416-777-5197  
Fax: 1-877-689-3872

Tel: 416-863-1188  
Fax: 416-863-0305

Lawyers for the Receiver, RSM Canada Limited

RCP-E 4C (May 1, 2016)

TAB 3

Court File No. CV-18-596938-CL

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

THE HONOURABLE	)	WEDNESDAY, THE 14 <sup>TH</sup>
	)	
JUSTICE	)	DAY OF NOVEMBER, 2018

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO

Applicant

- and -

APARTMENTS FOR LIVING FOR PHYSICALLY HANDICAPPED ASSOCIATION

Respondent

APPLICATION FOR A WINDING-UP ORDER AND THE APPOINTMENT OF A  
RECEIVER AND LIQUIDATOR PURSUANT TO THE *CORPORATIONS ACT*, R.S.O. 1990,  
c C.38 AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c C.43

**APPROVAL AND VESTING ORDER**

THIS MOTION, made by RSM Canada Limited in its capacity as the Court-appointed receiver and liquidator (the "Receiver") of all of the assets, undertakings and properties of Apartments For Living For Physically Handicapped Association ("ALPHA"), including all proceeds thereof (collectively, the "Property") for an order approving the sale transaction (the "Transaction") contemplated by an agreement of purchase and sale (the "Sale Agreement") between the Receiver and Redstone Living Inc. (the "Purchaser") made as of September 13, 2018, as amended by Amending Agreement dated as of November 1, 2018, each as appended to the

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Report of the Receiver dated November 8, 2018 (the "Report"), and vesting in the Purchaser ALPHA's right, title and interest in and to the assets described in the Sale Agreement (the "Purchased Assets"), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Report and on hearing the submissions of counsel for the Receiver, no other persons appearing,

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

2. THIS COURT ORDERS AND DECLARES that upon the delivery of a Receiver's certificate to the Purchaser substantially in the form attached as Schedule A hereto (the "Receiver's Certificate"), all of the Receiver's and all of ALPHA's right, title and interest in and to the Purchased Assets described in the Sale Agreement and listed on Schedule B hereto shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "Claims") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice Hainey dated July 5, 2018; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; and (iii) those Claims listed on Schedule 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.

3. THIS COURT ORDERS that upon the registration in the Land Registry Office for the Land Titles Division of Essex (Windsor) (#12) of an Application for Vesting Order in the form

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prescribed by the *Land Titles Act* and/or the *Land Registration Reform Act*, the Land Registrar is hereby directed to enter the Purchaser as the owner of the subject real property identified in 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.

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

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

6. THIS COURT ORDERS that, 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 ALPHA and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of ALPHA;

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 ALPHA and shall not be void or voidable by creditors of ALPHA, nor shall it constitute nor be deemed to be a settlement, fraudulent preference, assignment, fraudulent conveyance 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.

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7. 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.

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**Schedule A – Form of Receiver’s Certificate**

Court File No. CV-18-596938-CL

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

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO

Applicant

- and -

APARTMENTS FOR LIVING FOR PHYSICALLY HANDICAPPED ASSOCIATION

Respondent

**RECEIVER’S CERTIFICATE****RECITALS**

A. Pursuant to an Order of the Honourable Justice Hainey of the Ontario Superior Court of Justice (the "Court") dated July 5, 2018, RSM Canada Limited was appointed as the receiver and liquidator (the "Receiver") of all of the assets, undertakings and properties of Apartments For Living For Physically Handicapped Association (“ALPHA”), including all proceeds thereof (collectively, the “Property”) for the purpose of winding up ALPHA’s affairs and distributing its Property

B. Pursuant to an Order of the Court dated November 14, 2018, the Court approved the agreement of purchase and sale dated September 13, 2018, as amended by Amending Agreement dated as of November 1, 2018 (the "Sale Agreement") between the Receiver and Redstone Living Inc. (the "Purchaser") and provided for the vesting in the Purchaser of the Receiver’s and ALPHA’s right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in section 16 of the Sale Agreement have

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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 section 16 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.
4. This Certificate was delivered by the Receiver at \_\_\_\_\_ [TIME] on \_\_\_\_\_ [DATE].

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**RSM Canada Limited, solely in its capacity as Court-appointed Receiver and Liquidator of Apartments For Living For Physically Handicapped Association and not in its personal or corporate capacity and without personal or corporate liability**

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

Name:

Title:



**Schedule B – Purchased Assets**

All of the Receiver's (if any) and ALPHA's right, title and interest in and to the Property and the Building (as defined in the Sale Agreement) including, without limitation, the following real property:

MUNICIPAL ADDRESS: 3185 Forest Glade Drive, Windsor, ON

LEGAL DESCRIPTION: PCL BLK M-1 SEC M77; PT BLK M PL M77 PT 2 12R3596 WINDSOR; S/T TO A RIGHT IN FAVOUR OF GEORGE WIMPEY CANADA LIMITED FOR ITSELF, ITS SUCCESSORS, SERVANTS, AGENTS AND ASSIGNS, UNTIL APPROVAL BY THE COMMISSIONER OF WORKS OF THE CITY OF WINDSOR, THE RIGHT TO ENTER THE LANDS INCLUDED HEREIN WITHOUT CHARGE, TO MAKE MODIFICATIONS OF THE SURFACE DRAINAGE FEATURES OF THE SAID LANDS AS MAY BE NECESSARY TO HAVE THE SURFACE DRAINAGE FEATURES COMPLY WITH THE DRAINAGE PATTERNS ESTABLISHED BY THE CORPORATION OF THE CITY OF WINDSOR

ROLL NUMBER: 3739-070-830-01800-0000

PIN: 01387-0011 (LT)

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

The following Instruments are to be discharged upon registration of the Vesting Order:

1. Instrument No. LT55522 registered on December 30, 1980, being a Charge in favour of Canada Mortgage and Housing Corporation in the principal amount of \$790, 987.00.

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

**(unaffected by the Vesting Order)**

Permitted Encumbrances with respect to the Property (as defined in the Sales Agreement) means:

1. The exceptions and qualifications set out in the *Land Titles Act* (Ontario) and/or on the parcel register for the Property;
2. The reservations, limitations, provisos and conditions expressed in the original grant from the Crown;
3. Any registered or unregistered easements, servitudes, rights-of-way, licences, restrictions that run with the land and other encumbrances and/or agreements with respect thereto (including, without limiting the generality of the foregoing, easements, rights-of-way and agreements for sewers, drains, gas and water mains or electric light and power or telephone, telecommunications or cable conduits, poles, wires and cables);
4. Inchoate liens for taxes, assessments, public utility charges, governmental charges or levies not at the time due or liens for same which are due but the validity of which are being contested in good faith by the Vendor provided that the Vendor has provided security which in the opinion of the Vendor, acting reasonably, is necessary to avoid any lien, charge or encumbrance arising with respect thereto;
5. Any encroachments, minor defects or irregularities indicated on any survey of the Property or which may be disclosed on an up-to-date survey of the Property;
6. Zoning (including, without limitation, airport zoning regulations), use and building by-laws and ordinances, federal, provincial or municipal by-laws and regulations, work orders, deficiency notices and any other noncompliance;
7. Any breaches of any applicable laws, including, without limitation, outstanding building permits, work orders and deficiency notices;
8. Any subdivision agreements, site plan agreements, development agreements and any other agreements with the municipality, region, publicly regulated utilities or other governmental authorities having jurisdiction;
9. Defects or irregularities in title to the Property;
10. The following instruments registered on title to the Property:
  - i. Instrument No. LT2350 registered on February 3, 1970, being a Notice re airport zoning regulations;

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- ii. Instrument No. LT20596 registered on October 28, 1975, being a By-law;
  - iii. Instrument No. LT30268 registered on June 30, 1977, being the Transfer to ALPHA;
  - iv. Instrument No. LT35516 registered on May 1, 1978, being a Notice of a decision;
  - v. Instrument No. LT58811 registered on October 27, 1981, being a Notice re amendment to zoning regulations;
  - vi. Instrument No. LT58812 registered on October 27, 1981, being a Notice re amendment to zoning regulations; and
11. Instrument No. CE603388 registered on March 17, 2014, being a By-law regarding part-lot control.

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HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO

Applicant

-and- APARTMENTS FOR LIVING FOR PHYSICALLY  
HANDICAPPED ASSOCIATION  
Respondent

Court File No. CV-18-596938-CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

PROCEEDING COMMENCED AT TORONTO

**APPROVAL AND VESTING ORDER**

**TORKIN MANES LLP**  
Barristers & Solicitors  
151 Yonge Street, Suite 1500  
Toronto ON M5C 2W7

Stewart Thom (55695C)  
sthom@torkinmanes.com  
Tel: 416-777-5197  
Fax: 1-877-689-3872

Tel: 416-863-1188  
Fax: 416-863-0305

Lawyers for the Receiver, RSM Canada Limited

RCP-E 4C (May 1, 2016)

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