

Court File No. CV-25-00741261-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

B E T W E E N:
MARSHALLZEHR GROUP INC.

Applicant

- and -

2301402 ONTARIO LIMITED and
JAKE'S HOUSE COMMUNITY RESIDENCES

Respondents

MOTION RECORD
(returnable September 24, 2025)

September 22, 2025

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**Lawyers for TDB Restructuring Limited, in
its capacity as Court-Appointed Receiver**

TO: **SERVICE LIST**

SERVICE LIST
(as at September 22, 2025)

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**ONTARIO
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B E T W E E N:
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Applicant

- and -

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Respondents

**MOTION RECORD
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TAB 1

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

BETWEEN:

MARSHALLZEHR GROUP INC.

Applicant

- and -

2301402 ONTARIO LIMITED and JAKE'S HOUSE COMMUNITY RESIDENCES

Respondents

NOTICE OF MOTION

TDB RESTRUCTURING LIMITED (“TDB”), in its capacity as court-appointed receiver and manager (the “**Receiver**”) without security, of all of the assets, undertakings and properties of 2301402 Ontario Limited and Jake’s House Community Residences (collectively, the “**Debtors**”), will make a motion to a judge presiding over the Superior Court of Justice, Commercial List (the “**Court**”) on September 24, 2025, at 10:00 a.m., or as soon after that time as the motion can be heard.

THE PROPOSED METHOD OF HEARING:

- In writing under subrule 37.12.1 (1) because it is (insert one of on consent, unopposed or made without notice);
- In writing as an opposed motion under subrule 37.12.1 (4);
- In person;
- By telephone conference;
- BY VIDEO CONFERENCE.**

APPLICATION

1. An order substantially in the form attached at Tab 3 of the Motion Record (the “**Ancillary Order**”), among other things:
 - (a) validating and abridging the time for service of this Notice of Motion and Motion Record and directing that any further service of the Notice of Motion and Motion Record be dispensed with such that this Motion is properly returnable on the date scheduled for the hearing of this Motion;
 - (b) approving the First Report of the Receiver dated September 19, 2025 and the appendices thereto (the “**First Report**”) and the conduct and activities of the Receiver described therein;
 - (c) approving an increase in the amount the Receiver is authorized to borrow from \$250,000 to \$1,000,000, and a corresponding increase in the Receiver’s Borrowing Charge (as defined below);
 - (d) approving the Receiver’s interim statement of receipts and disbursements as at September 16, 2025 (the “**Interim R&D**”);
 - (e) approving the fees and disbursements of the Receiver and its counsel, Chaitons LLP (“**Chaitons**”); and
 - (f) such further and other relief that the Receiver may request and this Honourable Court may consider just.

THE GROUNDS FOR THE MOTION ARE:**BACKGROUND**

1. The Debtors are companies incorporated pursuant to laws of the Province of Ontario.
2. 2301402 Ontario Limited (the “**Borrower**”) is a privately held corporation that owns the real properties municipally known as 133, 135, 139, 141 and 143 Main Street, Lucan, Ontario (collectively, the “**Real Properties**”).
3. The Real Properties consist of a 54-unit rehabilitative healthcare and seniors’ residential facility (the “**Lucan Facility**”) and abutting lands intended to expand the Lucan Facility. The abutting lands contain vacant and dilapidated residential homes. The Lucan Facility has been closed and the residents of the Lucan Facility had been relocated prior to the Receiver’s appointment.
4. The applicant in this matter, MarshallZehr Group Inc. (“**MZ**”) is a secured creditor of the Debtors. MZ advanced credit facilities to the Borrower pursuant to multiple loan agreements (the “**Loans**”). The Debtors defaulted on their obligations under the Loans.
5. Pursuant to an Order of this Court made on May 14, 2025 (the “**Receivership Date**”), TDB was appointed Receiver over the Real Properties (the “**Appointment Order**”).

INCREASE OF THE BORROWING CHARGE

6. Pursuant to the Appointment Order, the Receiver is empowered to borrow such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$250,000 (the “**Receiver’s Borrowing Charge**”).

7. Since the commencement of these proceedings, the Receiver has borrowed from MZ the amount of \$250,000 to fund the exercise of its powers and duties. The funds have been used to pay insurance premiums, utilities, landscaping, ongoing professional fees, and other expenses.

8. The Receiver continues to accrue costs relating to the maintenance and preservation of the Real Properties and the administration of these receivership proceedings.

9. In order to secure the necessary funding to continue its administration, the Receiver requires an increase in the amount the Receiver may borrow and the Receiver's Borrowing Charge.

10. Given the uncertainty surrounding the time it will take to sell the Real Properties, as well as the significant carrying costs as set out in the Interim R&D, the Receiver respectfully requests that this Court authorize an increase in the amount the Receiver may borrow to \$1,000,000 and a corresponding increase of the Receiver's Borrowing Charge, in order to ensure that the Receiver has the ability to continue its duties without the need to return to Court for the purpose or requesting a further increase.

PROFESSIONAL FEES

11. Paragraph 18 of the Appointment Order provides 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 were granted a charge (the "**Receiver's Charge**") on the Real Properties, as security for such fees and disbursements, both before and after the making of the Appointment Order. The Receiver's Charge is a first charge on the Real Properties in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in

favour of any person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the *BIA*.

12. The Receiver's professional fees and disbursements incurred for the period from the December 12, 2024 to August 31, 2025 are \$85,686 plus applicable HST of \$11,133, for a total amount of \$96,819, as detailed in the Fee Affidavit of Jeffrey Berger sworn September 17, 2025 appended to the First Report as Appendix D.
13. The fees of the Receiver's counsel, Chaitons, for services rendered from May 28, 2025 to August 31, 2025 are \$15,687.50, plus disbursements of \$6.00 and applicable HST of \$2,040.16, for a total of \$17,733.66, as detailed in the Fee Affidavit of Maleeha Anwar sworn September 19, 2025 appended to the First Report as Appendix E.
14. The Receiver has reviewed Chaitons' accounts and has determined that the services have been duly authorized and duly rendered and that the charges are reasonable given the circumstances.

INTERIM STATEMENT OF RECEIPTS AND DISBURSEMENTS

15. The Receiver's Interim R&D for the period from the Receivership Date to September 16, 2025 are summarized in the First Report and detailed in Appendix C thereto.
16. The Receiver respectfully requests approval of the Interim R&D.

ACTIVITIES OF THE RECEIVER

17. The Receiver's activities since its appointment are described in paragraphs 17 to 29 of the First Report.
18. The Receiver respectfully requests approval of its activities.

OTHER

19. Rules 2.03, 3.02, 16.01 and 37 of the *Rules of Civil Procedure* (Ontario).
20. Such further and other grounds as counsel may advise and this Honourable Court may permit.

THE FOLLOWING DOCUMENTARY EVIDENCE WILL BE USED AT THE HEARING OF THE MOTION:

1. First Report of the Receiver dated September 19, 2025 and the appendices thereto; and
2. Such further and other material as counsel may advise and this Honourable Court may permit.

September 22, 2025

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in its capacity as Court-Appointed Receiver**

MARSHALLZEHR GROUP INC.

- and

**2301402 ONTARIO LIMITED and JAKE'S HOUSE
COMMUNITY RESIDENCES**

Applicant

Respondents

Court File No. CV-25-00741261-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
Proceedings commenced at TORONTO

NOTICE OF MOTION

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**Lawyers for TDB Restructuring Limited, in
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IN THE MATTER OF THE RECEIVERSHIP OF

2301402 ONTARIO LIMITED AND JAKE'S HOUSE COMMUNITY RESIDENCES

FIRST REPORT OF THE RECEIVER

SEPTEMBER 19, 2025

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1.0 INTRODUCTION

1. Pursuant to an Order of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated May 14, 2025 (the “**Appointment Order**”), TDB Restructuring Limited (“**TDB**”) was appointed as receiver and manager (the “**Receiver**”), without security, of all of the assets, undertakings and properties of 2301402 Ontario Limited and Jake’s House Community Residences (collectively, the “**Debtors**”). A copy of the Appointment Order is attached hereto as **Appendix “A”**.
2. The property, assets, and undertakings of the Debtors are comprised primarily of the following real property:
 - (a) 133 Main Street, Lucan Ontario;
 - (b) 135 Main Street, Lucan Ontario;
 - (c) 139 Main Street, Lucan Ontario;
 - (d) 141 Main Street, Lucan Ontario; and
 - (e) 143 Main Street, Lucan Ontario.

(Collectively, these properties are hereinafter referred to as the “**Real Properties**”).

3. The Appointment Order, together with Court documents related to the receivership proceeding, has been posted on the Receiver’s website, which can be found at <https://tdbadvisory.ca/insolvency-case/jakes-house/> (the “**Case Website**”).

1.1 Purpose of Report

4. The purpose of this first report of the Receiver (the “**First Report**”) is to:
 - (a) provide the Court with a brief background leading up to the receivership proceedings;
 - (b) provide the Court with information about the Receiver’s activities since the Appointment Order to the date of this First Report;

- (e) provide the Court with information relating to the Receiver's Borrowing Charge (as defined below);
- (f) provide the Court with a summary of the Receiver's cash receipts and disbursements for the period May 14, 2025 to September 16, 2025 (the "**Interim R&D**"); and
- (g) request that the Court grant an order:
 - i. approving the First Report and the activities of the Receiver set out herein;
 - ii. authorizing the increase of the Receiver's Borrowing Charge to \$1,000,000;
 - iii. approving the Receiver's Interim R&D; and
 - iv. approving the fees and disbursements of the Receiver and of the Receiver's counsel, Chaitons LLP ("**Chaitons**").

1.2 Terms of Reference

- 5. In preparing the 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 the 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 Chartered Professional Accountants 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 this First Report are expressed in Canadian dollars.

2.0 BACKGROUND

9. The Debtors are companies incorporated pursuant to laws of the Province of Ontario.
10. 2301402 Ontario Limited is the registered owner of the Real Properties. The Real Properties consist of a 54-unit rehabilitative healthcare and senior's residential facility completed in 2012, specifically located at 139 Main St. and 141 Main St. (the "**Lucan Facility**").
11. 133 Main St., 135 Main St. and 143 Main St. are lands abutting the Lucan Facility that were acquired to allow for an expansion of the Lucan Facility. These lands contain vacant and dilapidated residential homes (the "**Residential Dwellings**").
12. The applicant in this matter, MarshallZehr Group Inc. ("**MZ**" or the "**Applicant**") is a secured creditor of the Debtors.
13. MZ advanced credit facilities to 2301402 Ontario Limited pursuant to the following loan agreements:
 - (a) **First Loan:** Commitment letter dated July 3, 2014, as amended on December 18, 2019, and December 22, 2021, in the principal amount of \$8,850,157.40;
 - (b) **Second Loan:** Commitment letter dated July 4, 2014, as amended on December 18, 2019, and December 22, 2021, in the principal amount of \$17,262,643.59; and
 - (c) **Third Loan:** Commitment letter dated December 13, 2019, as amended on December 22, 2021, in the principal amount of \$13,139,839.02.
(collectively, the "**Loans**").
14. Due to the Debtors being in default of their obligations under the Loans with MZ, the Applicant made an application for the appointment of the Receiver (the "**Application**").
15. On May 14, 2025, the Court issued the Appointment Order and TDB was appointed as Receiver of the Debtors.

16. Further information regarding the background for the Application can be found in the Affidavit of Murray Snedden sworn April 17, 2025, a copy of which, without exhibits, is attached hereto as **Appendix “B”**.

3.0 RECEIVER’S ACTIVITIES

17. Since the issuance of the Appointment Order, the Receiver has taken certain steps and undertaken the following activities (without limitation):

3.1 Information Gathering

18. The Receiver requested from the Debtors, among other things, creditor listings, employee records, bank information, HST account information, lease agreements, insurance policies and service provider information.
19. As of the date of this First Report, the Receiver has not received a response from the principal of the Debtors. A former employee and contractor of the Debtors has been cooperative with the Receiver and has provided access to certain books and records.

3.2 Possession, Security, Conservative and Protective Measures

20. Following its appointment, the Receiver, together with its property manager, attended at the Real Properties to take possession and document the condition of the Residential Dwellings.
21. The Receiver has retained a property manager and implemented security inspections of the Real Properties every 72 hours, in accordance with the insurer’s requirements.
22. The Receiver arranged for all books and records located at the Lucan Facility to be boxed and put into a secure storage.

3.3 Insurance

23. As noted above, upon its appointment, the Receiver requested certain information from the Debtors, including details regarding the Debtors’ existing insurance policies for the Real Properties.

- 24. The insurance policy that was in place as at the date of the Appointment Order expired on May 31, 2025.
- 25. The Receiver promptly arranged to obtain proposals from various insurance providers, including the incumbent broker, and, following review and consultation with MZ, secured coverage with the most appropriate provider, effective May 31, 2025.

3.4 Statutory Notices

- 26. On May 22, 2025, the Receiver prepared and issued the Notice and Statement of Receiver (the “**Notice**”) pursuant to section 245(1) of the *Bankruptcy and Insolvency Act* (Canada) (the “**BIA**”) to the known creditors of the Debtors. A copy of the Notice is available on the Case Website.

3.5 Property Taxes

- 27. The Receiver contacted the Township of Lucan Biddulph to ascertain the outstanding property taxes for the Real Properties. The Receiver intends to pay outstanding property taxes from the proceeds of sale of the Real Properties.
- 28. A summary of the property tax arrears as of August 7, 2025, is as follows:

Municipal Address	Roll Number	Current Balance
133 Main St.	39-58-059-001-08500-0000	\$ 4,007.57
135 Main St.	39-58-059-001-08400-0000	\$ 5,220.73
139 & 141 Main St.	39-58-059-001-08300-0000	\$ 105,728.92
143 Main St.	39-58-059-001-08100-0000	\$ 5,236.10
	Total	\$ 120,193.32

3.6 Other Activities

- 29. Other activities performed by the Receiver since the issuance of the Appointment Order include (without limitation):
 - (a) registered a copy of the Appointment Order against title to the Real Properties;

- (b) corresponded with potential financiers and/or purchasers regarding the Real Properties and arranged tours of the premises;
- (c) corresponded with the Canada Revenue Agency regarding outstanding HST filings;
- (d) prepared documents related to the Wage Earner Protection Program (“WEPP”) for the former employees of the Debtors and notified former employees of the WEPP process;
- (e) arranged for utilities to be maintained at the Real Properties;
- (f) coordinated landscaping and snow removal services;
- (g) corresponded with various creditors regarding their potential claims;
- (h) corresponded with the Applicant regarding the status of the receivership;
- (i) established and maintained the Case Website; and
- (j) prepared this First Report.

4.0 RECEIVER’S BORROWINGS

- 30. Pursuant to paragraph 21 of the Appointment Order, the Receiver was empowered to borrow up to \$250,000 at any time for the purpose of funding the exercise of the Receiver’s powers and duties. The Appointment Order charged the Real Properties with a fixed and specific charge (the “**Receiver’s Borrowing 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 is subordinate in priority to the Receiver’s Charge (defined below) and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.
- 31. To date, the Receiver has borrowed and has issued a Receiver’s Certificate in the amount of \$250,000 (the “**Receiver’s Certificate**”), representing the full amount that the Receiver is currently authorized to borrow pursuant to the terms of the Appointment Order.

32. The borrowed funds have been used to address insurance premiums, utilities, landscaping, ongoing professional fees, and other expenses. Further details of how the Receiver's borrowings have been utilized to date can be found in the Interim R&D.
33. Notwithstanding that the Receiver's Borrowing Charge has been fully utilized, the Receiver continues to accrue costs relating to the maintenance and preservation of the Real Properties and its administration. In order to secure the necessary funding to continue its administration, the Receiver requires an increase to the Receiver's Borrowing Charge.
34. Given the uncertainty surrounding the time it will take to sell the Real Properties, as well as the significant carrying costs as set out in the Interim R&D, the Receiver respectfully requests that this Court authorize an increase of the Receiver's Borrowing Charge to \$1,000,000 in order to ensure that the Receiver has the ability to continue its duties without the need to return to Court for the purpose or requesting a further increase.
35. The Applicant has consented to the requested increase.

5.0 RECEIPTS AND DISBURSEMENTS

36. The Interim R&D for the period from May 14, 2025 to September 16, 2025 sets out cash receipts of \$250,427, including an advance made by MZ totaling \$250,000 pursuant to the Receiver's Certificate against the Real Properties, and cash disbursements of \$234,677, resulting in an excess of receipts over disbursements of \$15,750. A copy of the Interim R&D is attached hereto as **Appendix "C"**.

6.0 PROFESSIONAL FEES

37. The Appointment Order provides 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 were granted a charge (the "**Receiver's Charge**") on the Real Properties, as security for such fees and disbursements. The Receiver's Charge is a first charge on the Real Properties in

priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

38. The Receiver's accounts for the period from December 12, 2024 to August 31, 2025 total \$85,686 in fees and disbursements, plus HST of \$11,133, for a total amount of \$96,819. A copy of the Receiver's interim accounts, together with a summary of the accounts, the total billable hours charged per account, and the average hourly rate charged per account, is set out in the Affidavit of Jeffrey Berger sworn on September 17, 2025 and attached hereto as **Appendix "D"**.
39. The accounts of the Receiver's counsel, Chaitons, for the period from May 28, 2025 to August 31, 2025 total \$15,687.50 in fees, \$6.00 in disbursements, plus HST of \$2,040.16, for a total amount of \$17,733.66. A copy of Chaitons' interim accounts, together with a summary of the accounts, the total billable hours charged per account, and the average hourly rate charged per account, is set out in the Affidavit of Maleeha Anwar sworn on September 19, 2025 and attached hereto as **Appendix "E"**.
40. The Receiver has reviewed Chaitons' accounts and has determined that the services have been duly authorized and duly rendered and that the charges are reasonable given the circumstances.

7.0 RECEIVER'S REQUEST OF THE COURT

41. Based on the foregoing, the Receiver respectfully requests that the Court grant the orders described in paragraph 4(g) above.

All of which is respectfully submitted to this Court as of this September 19, 2025.

TDB RESTRUCTURING LIMITED, solely in its capacity as Court-Appointed Receiver of 2301402 Ontario Limited and Jake's House Community Residences and not in its personal or corporate capacity

Per:



Jeffrey Berger, CPA, CA, CIRP, LIT
Managing Director

APPENDIX "A"



Court File No. CV-25-00741261-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE MADAM
JUSTICE J. DIETRICH

WEDNESDAY, THE 14TH
DAY OF MAY, 2025

BETWEEN:

MARSHALLZEHR GROUP INC.

Applicant

- and -

2301402 ONTARIO LIMITED and JAKE'S HOUSE COMMUNITY RESIDENCES

Respondents

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

ORDER (Appointing Receiver)

THIS APPLICATION made by the Applicant for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “**BIA**”) and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the “**CJA**”) appointing TDB Restructuring Limited (“**TDB**”) as receiver and manager (in such capacities, the “**Receiver**”) without security, of all of the assets, undertakings and properties of 2301402 Ontario Limited and Jake’s House Community Residences (collectively, the “**Debtors**”) acquired for, or used in

relation to a business carried on by the Debtors including the real property described in Schedule "A" to this Order, was heard this day via Zoom videoconference.

ON READING the affidavit of Murray Snedden sworn April 17, 2025 and the Exhibits thereto, the consent of TDB to act as Receiver, and on hearing the submissions of counsel for the Applicant and those other parties listed on the participant information form, no one else appearing for any other person,

SERVICE

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

APPOINTMENT

2. **THIS COURT ORDERS** that pursuant to section 243(1) of the BIA and section 101 of the CJA, TDB is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtors acquired for, or used in relation to a business carried on by the Debtors, including all proceeds thereof, including, without limitation, the real property described in **Schedule "A"** attached hereto (collectively, the "**Property**").

RECEIVER'S POWERS

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

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the

relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;

- (c) to manage, operate, and carry on the business of the Debtors, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtors;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtors or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors and to exercise all remedies of the Debtors in collecting such monies, including, without limitation, to enforce any security held by the Debtors;
- (g) to settle, extend or compromise any indebtedness owing to the Debtors;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtors, for any purpose pursuant to this Order;
- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtors, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby

conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;

- (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
 - (i) without the approval of this Court in respect of any transaction not exceeding \$200,000, provided that the aggregate consideration for all such transactions does not exceed \$500,000; and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

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

- (l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property, including the real property described in Schedule “A”;

- (o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtors;
- (p) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtors, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtors;
- (q) to exercise any shareholder, partnership, joint venture or other rights which the Debtors may have; and
- (r) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

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

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. **THIS COURT ORDERS** that (i) the Debtors, (ii) all of its current and former directors, officers, employees, agents, engineering and development consultants, 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.

5. **THIS COURT ORDERS** that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, development planning and engineering reports, architectural plans, sales documents, and

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

6. **THIS COURT ORDERS** that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

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

upon application by the Receiver on at least two (2) days' notice to such landlord and any such secured creditors.

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY

9. **THIS COURT ORDERS** that no Proceeding against or in respect of the Debtors or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtors or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

10. **THIS COURT ORDERS** that all rights and remedies against the Debtors, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any “eligible financial contract” as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtors to carry on any business which the Debtors are not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtors from compliance with statutory or regulatory provisions relating to health, safety or the environment, (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

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

CONTINUATION OF SERVICES

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

RECEIVER TO HOLD FUNDS

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

EMPLOYEES

14. **THIS COURT ORDERS** that all employees of the Debtors shall remain the employees of the Debtors until such time as the Receiver, on the Debtors' behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in

respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

PIPEDA

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 the Debtors, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

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 (the "**Receiver's Charge**") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

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 greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the “**Receiver’s Borrowings Charge**”) as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver’s Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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 “B”** 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.

RETENTION OF LAWYERS

25. **THIS COURT ORDERS** that the Receiver may retain lawyers, including the Applicant’s lawyers, to represent and advise the Receiver in connection with the exercise of the Receiver’s powers and duties, including without limitation, those conferred by this Order. Such lawyers may be Chaitons LLP, lawyers for the Applicant herein, in respect of any aspect where

the Receiver is satisfied that there is no actual or potential conflict of interest. The Receiver shall, however, retain independent lawyers in respect of any legal advice or services where a conflict exists, or may exist.

SERVICE AND NOTICE

26. **THIS COURT ORDERS** that the E-Service Guide of the Commercial List (the “Guide”) is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Guide (which can be found on the Commercial List website at <https://www.ontariocourts.ca/scj/practice/regional-practice-directions/eservice-commercial/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Guide, service of documents in accordance with the Guide will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Guide with the following URL <https://tdbadvisory.ca/insolvency-case/jakes-house/>.

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

28. **THIS COURT ORDERS** that the Applicant, the Receiver and their respective counsel are at liberty to serve or distribute this Order, any other materials and orders as may be reasonably required in these proceedings, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to the Respondents’ creditors or other interested parties and their advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or juridical obligation and notice requirements within

the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2-175 (SOR/DORS).

GENERAL

29. **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.

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

31. **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.

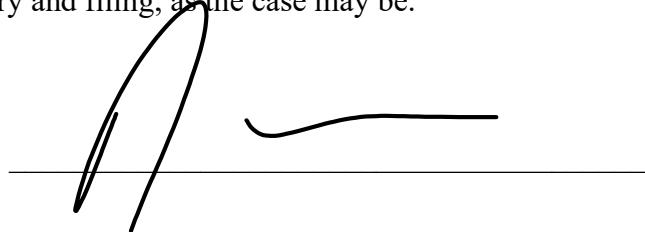
32. **THIS COURT ORDERS** that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is 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.

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

34. **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.

35. **THIS COURT ORDERS** that this order is effective from the date it is made, and it is enforceable without the need for entry and filing, provided that any party may nonetheless submit a formal order for original, signing, entry and filing, as the case may be.



SCHEDULE "A"

REAL PROPERTY

Municipal Address: 133 Main Street, Lucan, Ontario
PINs: 09702-0295 (LT)
Property Description: LT 260, PL 188; LUCAN BIDDULPH TWP

Municipal Address: 135 Main Street, Lucan, Ontario
PINs: 09702-0294 (LT)
Property Description: LT 259, PL 188; LUCAN BIDDULPH TWP

Municipal Address: 139 Main Street, Lucan, Ontario
PINs: 09702-0293 (LT)
Property Description: LTS 257 & 258, PL 188; LUCAN BIDDULPH TWP

Municipal Address: 141 Main Street, Lucan, Ontario
PINs: 09702-0292 (LT)
Property Description: LT 256, PL 188; LUCAN BIDDULPH TWP

Municipal Address: 143 Main Street, Lucan, Ontario
PINs: 09702-0291 (LT)
Property Description: LTS 254 & 255, PL 188; LUCAN BIDDULPH TWP

SCHEDULE “B”

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that TDB Restructuring Limited, the receiver (the “**Receiver**”) of the assets, undertakings and properties of 2301402 Ontario Limited and Jake’s House Community Residences (the “**Debtors**”) acquired for, or used in relation to a business carried on by the Debtors, including all proceeds thereof (collectively, the “**Property**”) appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated the _____ day of _____, 20____ (the “**Order**”) made in an application having Court file number CV-25-00741261-00CL has received as such Receiver from the holder of this certificate (the “**Lender**”) the principal sum of \$ _____, being part of the total principal sum of \$ _____ which the Receiver is authorized to borrow under and pursuant to the Order.

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

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

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

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

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

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

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

DATED the _____ day of _____, 20__.

TDB RESTRUCTURING LIMITED, solely in its capacity as Receiver of assets, properties, and undertakings of 2301402 Ontario Limited and Jake's House Community Residences, and not in its personal capacity

Per: _____

Name:

Title:

MARSHALLZEHР GROUP INC.

-and-

Applicant

Court File No./N° du dossier du greffe : CV-25-00741261-00CL

**2301402 ONTARIO LIMITED and JAKE'S HOUSE
COMMUNITY RESIDENCES**

Respondents

Court File No. CV-25-00741261-00CL

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

PROCEEDING COMMENCED AT
TORONTO

**ORDER
(Appointing Receiver)**

CHAITONS LLP
5000 Yonge Street, 10th Floor
Toronto, Ontario M2N 7E9

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Tel: (416) 218-1137
Email: dafroz@chaitons.com

Lawyers for the Applicant

APPENDIX "B"

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

B E T W E E N:

MARSHALLZEHР GROUP INC.

Applicant

- and -

**2301402 ONTARIO LIMITED and JAKE'S HOUSE COMMUNITY
RESIDENCES**

Respondents

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

AFFIDAVIT OF MURRAY SNEDDEN
(sworn April 17, 2025)

I, **MURRAY SNEDDEN**, of the Village of Schomberg, in the Province of Ontario,
MAKE OATH AND SAY AS FOLLOWS:

1. I am the Chief Operating Officer and Principal Broker of the Applicant, MarshallZehr Group Inc. ("MZ"). The facts in this affidavit are within my personal knowledge or determined from the face of the documents attached as exhibits and from information and advice provided to me by others. When matters are based upon information and advice received from others, I believe same to be true.

2. This affidavit is sworn in support of the application by MZ for the appointment of TDB Restructuring Limited ("TDB") as receiver (the "Receiver") of the properties, assets and

undertakings of the respondents, 2301402 Ontario Limited and Jake's House Community Residences, including the Real Property (as defined below) legally described in Schedule "A" to the proposed Receivership Order.

THE PARTIES

A. MarshallZehr Group Inc.

3. MZ is an Ontario Corporation that syndicates construction and development financing to commercial borrowers. The financing is sourced from institutional and private lenders. MZ is a licensed mortgage brokerage and mortgage administrator. MZ is also a philanthropic partner to numerous organizations and foundations, including to SickKids, The FoodBank of Waterloo Region and KidsAbility.

B. 2301402 Ontario Limited

4. 2301402 Ontario Limited (the "**Borrower**") is a corporation governed by the *Business Corporations Act* (Ontario) (the "**OBCA**"), with its registered office located at 139 Main Street, Lucan, Ontario. Irenka Bodanis ("**Irene**") is the sole director and officer of the Borrower. The Borrower was incorporated on October 5, 2011. It previously operated under the business name "Prince George Retirement Residence". The Borrower's registration of the business name "Prince George Retirement Residence" expired on October 9, 2018. A copy of the Profile Report for the Borrower, generated on January 27, 2025, is attached as **Exhibit "A"** to this affidavit.

C. JHCR and JHAC

5. Jake's House Community Residences ("**JHCR**") is a not-for-profit corporation with its registered office located at 5750 Explorer Drive, Unit 102, Mississauga, Ontario. Irene, David

Bodenis (“**David**”) and Richard Latorre (“**Latorre**”) are the directors of JHCR. According to the Profile Report for JHCR, Irene and David serve as the officers of JHCR. JHCR was previously 2745859 Ontario Inc. (“**274**”). 274 continued as JHCR pursuant to Articles of Continuance filed with the Ministry of Public and Business Service Delivery effective February 12, 2024. A copy of the Profile Report of JHCR, generated on January 27, 2025, is attached as **Exhibit “B”** to this affidavit.

6. Jake’s House for Autistic Children (“**JHAC**”) is a not-for-profit corporation with its registered office located at 5750 Explorer Drive, Unit 102, Mississauga, Ontario. According to the Profile Report for JHAC, the directors of JHAC are E Williams Everton, Chris Genuis, Kaitlyn Leeb, Lex Li, Myron Anthony Mallia-Dare, John Mandarino, Andrew Simon and Sara Yousefi. The officers of JHAC are Len Delia (Chairman), Jennifer Joseph (Chief Executive Officer) and Patricia Pearson (President). JHAC’s active business name is “Jake’s House”. JHAC previously held the registered business name “Jakes House for Children with Autism”. However, that business name expired on June 19, 2022. A copy of the Profile Report of JHAC, generated on April 3, 2025, is attached as **Exhibit “C”** to this affidavit.

7. JHAC is a registered Canadian charity (business number 862264223RR0001) dedicated to supporting individuals on the autism spectrum and their families through various services. It was founded in 2004 by David and Irene, originally inspired by their experience after their son, Jake, was diagnosed with autistic spectrum disorder. JHAC offers a continuum of structured services and supports individuals on the spectrum through four strategic offerings: (i) social events for the whole family; (ii) mentoring programs for youth; (iii) employment opportunities for young adults; and (iv) housing for the ageing population.

8. One of JHAC's initiatives is to address the housing gap for individuals with autism by providing inclusive communities tailored to meet their unique needs. As part of this initiative, JHCR was established to offer supportive independent living for adults with disabilities, including autism.

9. In October 2020, pursuant to a share purchase agreement made between 274 (now JHCR) and 2233525 Ontario Inc. (a corporation that is wholly-owned and controlled by MZ) ("223") dated October 19, 2020, (as amended, the "**Share Purchase Agreement**"), JHCR purchased from 223 all of the issued and outstanding shares of the Borrower. By purchasing all of the issued and outstanding shares of the Borrower, JHCR acquired control of the Lucan Facility (defined below), then a 54-suite retirement residence located in Lucan, Ontario, with a view to implementing an innovative model aimed at addressing the current housing needs for individuals with autism.

10. JHCR funded its operations by collecting rents from residents of the Lucan Facility, charitable donations, sponsorships and partnerships with private organizations, but principally through contributions per resident from the Government of Ontario through various government programs. It was intended that such funding, in aggregate, would allow JHCR to operate the Lucan Facility and cover its overhead, including the costs to service the mortgage loans provided by MZ.

THE REAL PROPERTY

11. The Borrower is the registered owner of the lands and premises (collectively, the "**Real Property**") known municipally as:

- (a) 133 Main Street, Lucan, Ontario, and legally described in PIN 09702-0295 (LT) ("**133 Main St.**");

- (b) 135 Main Street, Lucan, Ontario, and legally described in PIN 09702-0294 (LT) (“**135 Main St.**”);
- (c) 139 Main Street, Lucan, Ontario, and legally described in PIN 09702-0293 (LT) (“**139 Main St.**”);
- (d) 141 Main Street, Lucan, Ontario, and legally described in PIN 09702-0292 (LT) (“**141 Main St.**”); and
- (e) 143 Main Street, Lucan, Ontario, and legally described in PIN 09702-0291 (LT) (“**143 Main St.**”).

A copy of the parcel registers for the Real Property generated on January 27, 2025 (the “**Parcel Registers**”) are collectively attached as **Exhibit “D”** to this affidavit.

12. The lands comprising the Real Property were transferred to the Borrower as follows:

Parcel	Transfer Details
133 Main St.	Transferred to the Borrower on July 30, 2018 for \$270,000
135 Main St.	Transferred to the Borrower on July 25, 2014 for \$240,000
139 Main St.	Transferred to the Borrower on October 17, 2011 for \$1,338,611
141 Main St.	Transferred to the Borrower on October 17, 2011 for \$175,000
143 Main St.	Transferred to the Borrower on July 11, 2014 for \$375,000

13. 139 Main St. and 141 Main St. is the site of a 54-suite retirement residence with medical and rehabilitation facilities (the “**Lucan Facility**”). The Lucan Facility was constructed in 2012. It has a total area of approximately 41,806 square feet and is situated on approximately 0.603 acres.

14. 139 Main St. and 141 Main St. are part of a larger land assembly owned by the Borrower and consisting of lands (i) northwest of the Lucan Facility (known municipally as 143 Main St.) and (ii) southeast of the Lucan Facility (known municipally as 135 Main St. and 133 Main St.), all

of which collectively comprise the Real Property. The additional lands abutting the Lucan Facility (i.e. 133 Main St., 135 Main St. and 143 Main St.) were acquired to permit for the expansion of the existing Lucan Facility.

BACKGROUND REGARDING MZ'S RELATIONSHIP WITH JHAC AND JHCR

A. MZ's Initial Involvement with the Lucan Facility

15. MZ's initial involvement with the Lucan Facility began in or around 2010, when it provided financing to the Borrower which was secured by certain parcels of the Real Property. At the time, the Borrower's shares were held by FinCore Consulting Inc. (the "**Developer**"). After advances were made by MZ to the Borrower, the dwelling located on the Real Property was demolished and a new facility was constructed (i.e. the Lucan Facility, which was then known as "Prince George Retirement Residence"), which was intended to function as a rehabilitative healthcare and senior's residential home (the "**Project**"). The first phase of the Project ("**Phase 1**"), consisting of 54-suites, was completed in 2012. In May 2012, the Lucan Facility welcomed its first occupants.

16. During the second phase of the Project ("**Phase 2**"), it was intended that the size of the Lucan Facility would be increased through an approximately 22,000 square feet, 3 storey addition, including approximately 54 additional suites, resulting in a total of 108 suites. In order to facilitate the future expansion of the Lucan Facility during Phase 2, the lands abutting the Lucan Facility (i.e. 133 Main St., 135 Main St. and 143 Main St.) were acquired and assembled over time.

17. The institutional and private lenders that provided the financing to the Lucan Facility through MZ (the "**MZ Lenders**") were not intended to be long-term lenders. Many MZ Lenders

would have expected to have an opportunity to exit the investment at the end of Phase 1, either through a sale of the Lucan Facility or the refinancing of the loans.

B. 223 obtains control over the Lucan Facility

18. In or around September 2013, the Borrower defaulted under the loans provided to it by MZ as a result of financial difficulties faced by the Project including, the inability to get the Lucan Facility fully occupied and stabilized so as to be in a position to support construction financing for Phase 2.

19. On or around September 16, 2013, the Developer, which at that time held the shares of the Borrower, surrendered the share capital of the Borrower to 223 in exchange for a release of the Developer's future obligations to MZ and a release of the guarantees granted by the Developer to MZ. As a result, 223 acquired control over the Project with the expectation that it would be able to position the Lucan Facility to be able to repay the mortgages in favour of MZ that were secured by the Real Property through a sale or refinancing of the Project. Thereafter, 223 played a role for several years in building operational independence for the Lucan Facility.

20. The Retirement Homes Regulatory Authority ("RHRA") is responsible for licensing and regulating retirement homes in Ontario. The RHRA is also responsible for administering the *Retirement Homes Act, 2010* (the "Act"), which establishes the RHRA and sets out its role, responsibilities, and powers. The Act contains care and safety standards and other requirements applying to licensed retirement homes in Ontario. Regulations under the Act provide additional standards and requirements for licensed homes, and requirements relating to the RHRA's administration of the Act.

21. A license was issued by the RHRA in favour of the Borrower (the “**RHRA License**”) prior to 223 acquiring control of the Project in September 2013. On or around October 10, 2013, the Borrower obtained consent from the RHRA for the re-issuance of the RHRA License in light of the change in ownership of the Borrower.

22. During the period of 223’s ownership of the Borrower’s shares, the Lucan Facility was not cashflow positive. During this time, the MZ Lenders as a whole, and David Marshall and Greg Zehr in particular, financed the substantial operating losses and shortfalls of the Lucan Facility to keep it operational while they waited for a better outcome. Significant financial expertise, time and funding was provided by MZ to support a successful outcome for all stakeholders of the Lucan Facility for no fees, as the project could not support it.

ESTABLISHMENT OF THE RELATIONSHIP WITH JHAC AND JHCR

23. In 2019, JHAC approached MZ with a proposal to leverage the existing Lucan Facility to house autistic individuals and to operate the Lucan Facility as a combination of senior’s residence (through the RHRA License held by the Borrower) as well as an adult autistic care housing facility.

24. MZ believed that partnering with JHAC had the potential to immediately create a successful pilot with Phase 1 of the Lucan Facility. However, to facilitate this pilot, it was necessary to delay the planned expansion of the Lucan Facility.

SHARE PURCHASE AGREEMENT

25. In early 2020, MZ held discussions with the management of JHAC, namely David and Jennifer Joseph (the Chief Operating Officer of JHAC), regarding the structure and implementation of a financial transaction for the Lucan Facility that involved the acquisition of

the share capital of the Borrower by JHCR.

26. Prior to the onset of the Covid-19 pandemic, MZ and JHAC worked towards building a case for funding of JHAC by the Government of Ontario. In or around 2020, JHAC solidified the Government of Ontario’s support for, and commitment to provide funding in respect of, the model proposed by JHCR. In light of the support indicated by the Government of Ontario, MZ also obtained support from the other existing stakeholders for the shares of the Borrower to be sold to JHCR. As previously mentioned, pursuant to the provisions of the Share Purchase Agreement, 274 (now JHCR) purchased from 223 all of the issued and outstanding shares of the Borrower. A copy of the Share Purchase Agreement (including the amendment) is attached as **Exhibit “E”** to this Affidavit.

27. The transaction under the Share Purchase Agreement was structured as a purchase of shares rather than a sale of assets to enable the efficient transfer of the Borrower to JHCR, together with the continuity of the RHRA License, the existing regulatory track record and protocols, the “bricks and mortar” of the existing Lucan Facility, the land assembly of the other land parcels comprising the Real Property that were necessary to expand the Lucan Facility, the operating staff, the collective bargaining agreement, and the various contracts and intellectual property associated with the operating business. Following closing of the transaction, the RHRA License remained with the Borrower; however, JHCR was required to re-apply for the continuity of the RHRA License in light of the change in ownership of the Borrower.

28. The purchase price for the Shares under the Share Purchase Agreement was nominal. As consideration for the purchase of the Shares, the Borrower and 274 (now continued as JHCR) agreed to contemporaneously, upon closing of the transaction contemplated by the Share Purchase

Agreement, amend the MZ 306 Security (as hereinafter defined), the MZ 307 Security (as hereinafter defined) and the MZ 308 Security (as hereinafter defined) (collectively, the “**MZ Security**”) to, *inter alia*, reflect an increase in the principal amount of certain of the Loans (as hereinafter defined) and add 274 (now JHCR) as a guarantor of all of the Loans thereunder. The principal amount of certain of the Loans was increased to crystallize the interest earned on the Loan as principal.

29. The transaction contemplated by the Share Purchase Agreement and the related amendments to the MZ Security contemporaneously closed on February 7, 2022.

30. JHCR entered into a funding agreement (the “**Transfer Payment Agreement**”) with the Government of Ontario in early 2022. Under that agreement, the Ministry provided approximately \$7,000 per month for each autistic resident of the Lucan Facility. JHAC acted as “transfer agent” with the Government of Ontario to accept funding under the various government programs and remitted the funding to the Borrower to cover costs and overheads, including servicing the Loans (defined below). JHAC collected the funding under the Transfer Payment Agreement and remitted such funding to JHCR which was intended to fund the operations of the Lucan Facility, including servicing the indebtedness owing to MZ.

THE LOAN AND SECURITY

A. MZ 306 Loan

31. Pursuant to a commitment letter dated as of July 4, 2014, as amended by amending agreements dated December 18, 2019 and December 22, 2021, respectively (collectively, the “**MZ 306 Commitment Letter**”), MZ made available to the Borrower a loan in the principal amount of \$17,262,643.59 (the “**MZ 306 Loan**”). A copy of the MZ 306 Commitment Letter is attached as

Exhibit “F” to this affidavit.

32. The purpose of the MZ 306 Loan was to provide first mortgage financing for the Lucan Facility. The MZ 306 Loan provided a recapitalization of the loan that MZ provided to the previous developer of the Lucan Facility which included advances to acquire certain Real Property and for construction purposes.

33. As of January 28, 2025, the Borrower was indebted to MZ under the MZ 306 Loan in the approximate amount of \$22,123,416 for principal, interest and expenses, excluding legal costs.

34. As security for the Loan, MZ was granted, among other things, the following security (collectively, the “**MZ 306 Security**”):

- (a) a first Charge/Mortgage of Land in the principal amount of \$20,000,000 granted by the Borrower in favour of MZ and secured against the lands and premises municipally known as 135, 139, 141 & 143 Main Street, Lucan, Ontario and legally described in PINs 09702-0294 (LT), 09702-0293 (LT), 09702-0292 (LT) and 09702-0291 (LT) (collectively, the “**Original Charge Lands**”), as registered in the Land Registry Office for the Land Titles Division of Middlesex No. 33 (the “**Registry Office**”) as Instrument No. ER940952 on July 25, 2014, as amended by a Notice of Charge Amending Agreement registered in the Land Registry Office as Instrument No. ER1286485 on February 5, 2020 (collectively, the “**Original First Charge**”), a copy of which is attached as **Exhibit “G”** to this affidavit;
- (b) a General Assignment of Rents granted by the Borrower to MZ in relation to the Original First Charge and registered against title to the Original Charge Lands as

Instrument No. ER940953 on July 25, 2014, a copy of which is attached as **Exhibit “H”** to this affidavit;

- (c) a collateral first Charge/Mortgage of Land in the principal amount of \$20,000,000 granted by the Borrower in favour of MZ and secured against the lands and premises municipally known as 133 Main Street, Lucan, Ontario and legally described in PIN 09702-0295 (LT) (the “**Collateral Charge Lands**”), as registered in the Registry Office as Instrument No. ER1286487 on February 5, 2020 (the “**Collateral First Charge**”), copy of which is attached as **Exhibit “I”** to this affidavit;
- (d) a General Assignment of Rents granted by the Borrower to MZ in relation to the Collateral First Charge and registered against title to the Collateral Charge Lands as Instrument No. ER1286488 on February 5, 2020, copy of which is attached as **Exhibit “J”** to this affidavit; and
- (e) a General Security Agreement granted by the Borrower to MZ dated July 21, 2014, a copy of which is attached as **Exhibit “K”** to this affidavit.

B. MZ 307 Loan

35. Pursuant to a commitment letter dated as of July 3, 2014, as amended by amending agreements dated December 18, 2019 and December 22, 2021, respectively (collectively, the “**MZ 307 Commitment Letter**”), MZ made available to the Borrower a loan in the principal amount of \$8,850,157.40 (the “**MZ 307 Loan**”). The purpose of the MZ 307 Loan was to provide second mortgage financing for the Lucan Facility.

36. As of January 28, 2025, the Borrower was indebted to MZ under the MZ 307 Loan in the approximate amount of \$11,004,806 for principal, interest and expenses, excluding legal costs.

37. As security for the Loan, MZ was granted, among other things, the following security (collectively, the “**MZ 307 Security**”):

- (a) a second Charge/Mortgage of Land securing the principal amount of \$10,000,000 granted by the Borrower in favour of MZ and secured against the Original Charge Lands, as registered in the Land Registry Office as Instrument No. ER940954 on July 25, 2014, as amended by a Notice of Charge Amending Agreement registered in the Land Registry Office as Instrument No. ER1286486 on February 5, 2020 (collectively, the “**Original Second Charge**”), a copy of which is attached as **Exhibit “L”** to this affidavit;
- (b) a General Assignment of Rents granted by the Borrower to MZ in relation to the Original Second Charge and registered against title to the Original Charge Lands as Instrument No. ER940955 on July 25, 2014, a copy of which is attached as **Exhibit “M”** to this affidavit;
- (c) a collateral second Charge/Mortgage of Land in the principal amount of \$10,000,000 granted by the Borrower in favour of MZ and secured against the Collateral Charge Lands, as registered in the Registry Office as Instrument No. ER1286489 on February 5, 2020 (the “**Collateral Second Charge**”), copy of which is attached as **Exhibit “N”** to this affidavit;
- (d) a General Assignment of Rents granted by the Borrower to MZ in relation to the

Collateral Second Charge and registered against title to the Collateral Charge Lands as Instrument No. ER1286490 on February 5, 2020, copy of which is attached as **Exhibit “O”** to this affidavit; and

- (e) a General Security Agreement granted by the Borrower to MZ dated July 21, 2014, a copy of which is attached as **Exhibit “P”** to this affidavit.

C. MZ 308 Loan

38. Pursuant to a commitment letter dated as of December 13, 2019, as amended by an amending agreement dated December 22, 2021 (collectively, the “**MZ 308 Commitment Letter**”), MZ made available to the Borrower a loan in the principal amount of \$13,139,839.02 (the “**MZ 308 Loan**”). The purpose of the MZ 308 Loan was to provide third mortgage financing for the Lucan Facility.

39. As of January 28, 2025, the Borrower was indebted to MZ under the MZ 308 Loan in the approximate amount of \$5,139,839.02 for principal, interest and expenses, excluding legal costs.

40. As security for the MZ 308 Loan, MZ was granted, among other things, the following security documents (collectively, the “**MZ 308 Security**”):

- (a) a third Charge/Mortgage of Land securing the principal amount of \$15,000,000 granted by the Borrower in favour of MZ and secured against the Real Property, as registered in the Land Registry Office as Instrument No. ER1286491 on February 5, 2020 (the “**Third Charge**”), a copy of which is attached as **Exhibit “Q”** to this affidavit;

(b) a General Assignment of Rents granted by the Borrower to MZ in relation to the Third Charge and registered against title to the Lands as Instrument No. ER1286492 on February 5, 2020, a copy of which is attached as **Exhibit “R”** to this affidavit; and

(c) a General Security Agreement granted by the Borrower to MZ dated December 23, 2019, a copy of which is attached as **Exhibit “S”** to this affidavit.

41. Pursuant to the MZ 306 Commitment Letter, MZ 307 Commitment Letter and MZ 308 Commitment Letter (collectively, the “**Commitment Letters**”), each of the MZ 306 Loan, the MZ 307 Loan and the MZ 308 Loan (collectively, the “**Loans**”) matured on July 1, 2022 (the “**Maturity Date**”).

42. Each of the Commitment Letters provide that if there is any default under the commitment letter or the security granted in connection therewith, MZ may declare any or all of the obligations to be immediately due and payable and may proceed to realize the security and to enforce its rights, including by initiating proceedings in any court of competent jurisdiction for the appointment of a receiver.

43. Pursuant to the MZ Security, MZ holds charges/mortgages over all of the Real Property and has a security interest in all of the assets, properties and undertakings of the Borrower.

44. Each of the Original First Charge, Collateral First Charge, Original Second Charge, Collateral Second Charge and Third Charge (collectively, the “**Charges**”) provide that, upon the occurrence of an Event of Default, MZ may apply to any court of competent jurisdiction for the appointment of a receiver.

45. The general security agreements granted by the Borrower to MZ (collectively, the “**Borrower GSAs**”) contain identical terms. Pursuant to section 14(a) of the Borrower GSAs, the failure to pay any of the Obligations when due constitutes an event of default. Pursuant to section 15(f) of the Borrower GSAs, upon the occurrence of an event of default, MZ is entitled to apply to any court of competent jurisdiction for the appointment of a receiver.

D. Guarantees given by JHCR

46. 274 (now JHCR) granted the following guarantees in connection with the Loans (collectively, the “**JHCR Guarantees**”):

- (a) a Guarantee and Postponement of Claims dated February 7, 2022, granted in favour of MZ and pursuant to which 274 (now JHCR) guaranteed payment of all of the indebtedness and liabilities of the Borrower to MZ pursuant to the MZ 306 Commitment Letter, a copy of which is attached as **Exhibit “T”** to this affidavit;
- (b) a Guarantee and Postponement of Claims dated February 7, 2022, granted in favour of MZ and pursuant to which 274 (now JHCR) guaranteed payment of all of the indebtedness and liabilities of the Borrower to MZ pursuant to the MZ 307 Commitment Letter, a copy of which is attached as **Exhibit “U”** to this affidavit; and
- (c) a Guarantee and Postponement of Claims dated February 7, 2022, granted in favour of MZ pursuant to which JHCR guaranteed payment of all of the indebtedness and liabilities of the Borrower to MZ pursuant to the MZ 308 Commitment Letter, a copy of which is attached as **Exhibit “V”** to this affidavit.

47. As security for its obligations as guarantor, 274 (now JHCR) provided general security agreements in favour of MZ, each dated February 7, 2022, which grant a security interest in all present and after-acquired personal property and real property of 274 (now JHCR) (the “**JHCR GSAs**”). Copies of the JHCR GSAs are attached as **Exhibit “W”** to this affidavit.

48. The JHCR GSAs contain identical terms. Pursuant to section 8(p) of the JHCR GSAs, upon the occurrence of an event of default, MZ is entitled to apply to any court of competent jurisdiction for the appointment of a receiver.

E. Guarantees given by 223

49. 223 granted the following guarantees in connection with the Loans (collectively, the “**223 Guarantees**”):

- (a) a Corporate Agreement of Guarantee dated July 21, 2014, given by 223 in connection with the MZ 306 Commitment Letter, pursuant to which 223 guaranteed payment of all of the indebtedness and liabilities of the Borrower to MZ, a copy of which is attached as **Exhibit “X”** to this affidavit;
- (b) a Corporate Agreement of Guarantee dated July 21, 2014, given by 223 in connection with the MZ 307 Commitment Letter, pursuant to which 223 guaranteed payment of all of the indebtedness and liabilities of the Borrower to MZ, a copy of which is attached as **Exhibit “Y”** to this affidavit;
- (c) a Guarantee dated February 7, 2022 in favour of MZ, given by 223 in connection with the MZ 306 Commitment Letter, a copy of which is attached as **Exhibit “Z”** to this affidavit; and

(d) a Guarantee dated February 7, 2022 in favour of MZ, given by 223 in connection with the MZ 307 Commitment Letter, a copy of which is attached as **Exhibit “AA”** to this affidavit.

50. The guarantees listed in subparagraphs 49(a) and 49(b) were granted by 223 at the time that 223 took over ownership of the shares of the Borrower in September 2013, in order to provide credit support and additional recourse for the Loans made to the Borrower.

51. As security for its obligations as guarantor, 223 provided a general security agreement in favour of MZ, dated July 21, 2014, which granted a security interest in all present and after-acquired personal property and real property of 223 (the “**223 GSA**”). A copy of the 223 GSA is attached as **Exhibit “BB”** to this affidavit.

OTHER CREDITORS

52. I am advised by MZ’s legal counsel, Chaitons LLP (“**Chaitons**”), that the Parcel Registers for the Real Property disclose that, other than the charges/mortgages in favour of MZ, there no charges/mortgages or liens registered on title.

53. Financing statements have been registered in favour of MZ, as secured party, under the *Personal Property Security Act* (Ontario) (the “**PPSA**”) in respect of the Borrower. A copy of the Enquiry Response Certificate for the Borrower, current as of February 6, 2025, (the “**Borrower PPSA Searches**”) is attached as **Exhibit “CC”** to this affidavit.

54. Aside from the PPSA registrations in favour of MZ, the only other PPSA registration against the Borrower is by Bank of Montreal (Reg. No. 20160527 1716 1862 7310; File No. 717060663) in “inventory”, “equipment”, “accounts”, “other” and “motor vehicle included”.

55. Financing statements have been registered in favour of MZ, as secured party, under the PPSA in respect of JHCR. A copy of the Enquiry Response Certificate for the Borrower, current as of February 6, 2025, (the “**JHCR PPSA Searches**”) is attached as **Exhibit “DD”** to this affidavit.

56. Aside from the PPSA registrations in favour of MZ, there are no registrations made by any other party against the Borrower under the PPSA.

EVENTS LEADING UP TO ENFORCEMENT BY MZ

57. The Loans matured on July 1, 2022 (the “**Maturity Date**”) and were not repaid upon maturity.

58. MZ has exhibited tremendous patience towards the Borrower in a myriad of ways, both before and after the Maturity Date, in order to preserve cash flow for the Borrower’s operations until a refinancing could be facilitated. Since the Borrower acquired control of the Lucan Facility pursuant to the Share Purchase Agreement, not a single payment on account of principal or interest has been made to MZ from the Borrower.

59. In or around August 2023, after years of patience and discussions with David and Irene regarding a sale of the Lucan Facility or refinancing of the Loans, MZ began working through the team at McMillan Vantage to liaise with the Government of Ontario to determine whether there was a solution that would see MZ begin to receive repayment of the Loans.

60. In its meetings with the Government of Ontario, MZ advised the Ministry of Children, Community and Social Services (“**Ministry**”) that MZ did not view its ongoing financial situation with JHCR as viable, and that, at a minimum, MZ required ongoing debt service of the Loans. In

addition, MZ needed to see some form of realistic repayment or exit plan established such that the Lucan Facility, and other facilities of its kind, could sustainably provide the housing and services that were being provided by JHCR and which are desperately needed.

61. In 2024, MZ was made aware that the Province of Ontario had raised concerns regarding JHCR and that such concerns were material enough to warrant a Treasury Board audit. Following a Treasury Board audit conducted by the Government of Ontario in 2024, MZ learned that the Government of Ontario had advised JHCR that they were considering terminating the funding for JHCR.

62. By written notice sent in early October 2024, the Ministry informed JHCR that it had decided to terminate the Transfer Payment Agreement effective December 3, 2024 because of ongoing compliance concerns.

63. Following the termination of the Transfer Payment Agreement, JHCR lacked the funds to continue to operate the Lucan Facility. Accordingly, on February 12, 2025, the Lucan Facility's twenty-seven (27) residents with autism and five (5) senior residents were informed that they needed to find alternate housing by the end of that week.

64. By letters dated March 5, 2025, MZ demanded payment of the Loans from the Borrower, JHCR and 223, and sent Notices of Intention to Enforce Security pursuant to section 244 of the *Bankruptcy and Insolvency Act* (Canada) (the “**BIA**”) to the Borrower, JHCR and 223 (the “**244 BIA Notices**”). Copies of the demand letters and the 244 BIA Notices in connection with the Loans are attached collectively as **Exhibit “EE”** to this affidavit.

65. On March 8, 2025, after the Lucan Facility had been vacated, a property manager visited

the Lucan Facility on behalf of MZ and arranged for the locks to be changed to preserve and protect the property.

JUST AND CONVENIENT TO APPOINT A RECEIVER

66. The Borrower is in default under the terms of the Commitment Letters and the MZ Security.

The Loans matured on July 1, 2022 and were not repaid upon maturity.

67. As of January 28, 2025, the Borrower owed approximately \$38,006,291.16 to MZ.

68. MZ has demanded repayment of the total indebtedness and has issued the 244 BIA Notices.

The notice period under the 244 BIA Notices has elapsed.

69. Following a Treasury Board Audit, the Ministry terminated the Transfer Payment Agreement effective December 3, 2024 because of what has been reported in the media as “compliance concerns”. Without the funding available through the Transfer Payment Agreement, the Borrower is unable to operate the Lucan Facility and generate any cash flow. Following the termination of the Transfer Payment Agreement, all of the residents of the Lucan Facility have vacated the Lucan Facility. Accordingly, MZ has lost all confidence in the Borrower and its ability to ever repay the Loans.

70. The sale of the Real Property appears to be the only viable option remaining to ensure that the Loans, or some portion thereof, are repaid in the near term.

71. The amount of the indebtedness owing by the Borrower to MZ is significant. MZ is concerned about its position further eroding given the accruing interest on the Loans and the risk of further deterioration in the market.

72. The Commitment Letters and Charges provide that, upon the occurrence of an Event of Default, MZ may apply to any court of competent jurisdiction for the appointment of a receiver.

73. The Borrower GSAs and the JHCR GSAs provide that, among other things, upon the occurrence of an event of default, MZ is entitled to seek the appointment of a receiver of the present and future undertaking and property, both real and personal, of the Borrower.

74. In furtherance of its contractual rights, MZ seeks to enforce its MZ Security through the appointment by the Court of TDB as receiver of all of the assets, undertakings and properties of the Borrower and JHCR, including the Real Property.

75. In these circumstances, I believe it is in the best interests of MZ and of the Borrower's and JHCR's creditors and stakeholders generally that a receiver be appointed to take control over and realize on the Borrower's and JHCR's properties, assets, and undertakings, including the Real Property in a timely manner.

76. MZ is of the view that a Court-supervised process will provide transparency and will maximize value for all stakeholders. MZ is also of the view that it would be beneficial to all parties for the Real Property to be sold in an orderly, efficient and transparent Court-supervised process.

77. The Real Property, which is comprised of lands on which the Lucan Facility is located and certain abutting lands, is unique property which will attract only a certain cohort of potential purchasers. Selling the Real Property will benefit from the specialized expertise of a receiver to list and market the Real Property, which may include the receiver retaining a commercial real estate brokerage.

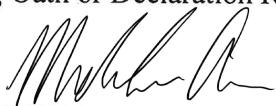
78. In light of the foregoing, I believe that the appointment of the proposed Receiver is just

and convenient.

79. MZ proposes that TDB be appointed as Receiver. A copy of TDB's consent to act as Receiver is attached as **Exhibit "FF"** to this affidavit.

80. I swear this affidavit in support of MZ's application to appoint the Receiver and for no other improper purpose.

SWORN BEFORE ME over videoconference on this 17th day of April, 2025. The affiant was located in the City of Richmond Hill in the Province of Ontario and the commissioner was located in the City of Toronto, in the Province of Ontario. This affidavit was commissioned remotely in accordance O. Reg. 431/20, Administering Oath or Declaration Remotely



MALEEEHA ANWAR
Commissioner for Taking Affidavits
(or as may be)

Maleeha Nadim Anwar,
a Commissioner, etc., Province of Ontario,
while a Student-at-Law.
Expires September 27, 2027.

}



MURRAY SNEDDEN

APPENDIX "C"

TDB Restructuring Limited
Court-Appointed Receiver of
2301402 Ontario Limited and Jake's House Community Residences
Interim Statement of Receipts and Disbursements
for the period May 14, 2025 to September 16, 2025

Receipts

Advance from Secured Creditor (Note 1)	\$ 250,000
Interest	427
Total Receipts	<u><u>\$ 250,427</u></u>

Disbursements

Insurance	\$ 90,216
Interest (Note 2)	30,000
Utilities	10,614
Miscellaneous	8,675
Security	8,380
Property Management Fees	5,255
Financing fees (Note 2)	5,000
Landscaping	3,206
Computer Services	2,199
Receiver's Fees	59,990
HST Paid	11,144
Total Disbursements	<u><u>\$ 234,677</u></u>

Excess of receipts over disbursements	\$ 15,750
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Notes:

1. Represents an advance from MarshallZehr Group Inc. ("MZ") secured by Receiver Certificate No. 1.
2. Represents financing fee and interest payable on the advance from MZ.

E & OE

APPENDIX "D"

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

B E T W E E N :

MARSHALLZEHR GROUP INC.

Applicant

- and -

**2301402 ONTARIO LIMITED and JAKE'S HOUSE
COMMUNITY RESIDENCES**

Respondents

**AFFIDAVIT OF JEFFREY BERGER
(Sworn September 17, 2025)**

I, **JEFFREY BERGER**, of the City of Toronto, in the Province of Ontario, **MAKE OATH AND SAY:**

1. I am a Managing Director of TDB Restructuring Limited (“TDB”) 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 May 14, 2025, TDB Restructuring Limited (“TDB”) was appointed receiver and manager (the “**Receiver**”), without security, of all the assets, undertakings and properties of 2301402 Ontario Limited and Jake’s House

Community Residences (collectively the “**Debtors**”) acquired for, or used in relation to a business carried on by the Debtors.

3. Attached hereto and marked as **Exhibit “A”** to this affidavit are copies of invoices issued by TDB for fees incurred in respect of the receivership proceedings for the period December 12, 2024, to August 31, 2025, (the “**Period**”). The total fees charged for the Period are \$85,337.50, the disbursements are \$348.92, plus HST of \$11,133.00 for a total of \$96,819.43. The average hourly rate charged during the Period was \$414.86.

4. 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.

5. 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, on)
September 17, 2025)

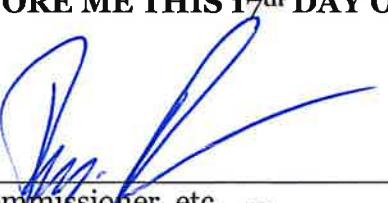


JEFFREY BERGER



Bryan Alan Tannenbaum,
A Commissioner, etc., Province of Ontario,
a Commissioner, etc., Province of Ontario,
for TDB Restructuring Limited.
Expires March 6, 2027.

**THIS IS EXHIBIT "A" REFERRED TO IN THE
AFFIDAVIT OF JEFFREY BERGER SWORN
BEFORE ME THIS 17th DAY OF SEPTEMBER 2025**



A Commissioner, etc.
Bryan Alan Tanhebaum,
a Commissioner, etc., Province of Ontario,
for TDB Restructuring Limited.
Expires March 6, 2027.



To TDB Restructuring Limited
Court-Appointed Receiver of 2301402 Ontario Limited
and Jake's House Community Residences
11 King Street West, Suite 700
Toronto, ON M5H 4C7

TDB Restructuring Limited
Licensed Insolvency Trustee

11 King St. W, Suite 700
Toronto, ON M5H 4C7
info@tdbadvisory.ca
416-575-4440
416-915-6228

tdbadvisory.ca

Date July 31, 2025

Client File 11-007

Invoice TDB #1

No. 2507035

For professional services rendered with respect to the appointment of TDB Restructuring Limited as Court-Appointed Receiver of 2301402 Ontario Limited and Jake's House Community Residences (collectively, the "Debtors") for the period December 12, 2024 to June 30, 2025.

Date	Professional	Description
12/12/2024	Jeff Berger	Preliminary meeting with MarshallZehr Group ("MZ") and Chaitons LLP to discuss possible enforcement action and regulatory issues, etc.
1/12/2025	Bryan Tannenbaum	Review MZ memo; draft response with recommendations and discuss with N. Thurairatnam.
1/12/2025	Nisan Thurairatnam	Review memo from MZ; review draft response from B. Tannenbaum; discuss response with B. Tannenbaum.
3/25/2025	Bryan Tannenbaum	Call with MZ team and J. Berger to discuss potential receivership assignment.
3/25/2025	Jeff Berger	Call with MZ and B. Tannenbaum to discuss potential receivership assignment.
4/24/2025	Jeff Berger	Receipt and review of Application Record.
5/14/2025	Tanveel Irshad	Receipt and review of Endorsement; prepare information request to the Debtors.
5/14/2025	Donna Nishimura	Create webpage on TDB website and upload documents.
5/14/2025	Bryan Tannenbaum	Attend Court; call from H. Chaiton of Chaitons; Zoom call with MZ (M. Snedden/S. Atkinson/J. Kirby/B. Reitzel), Chaitons (H. Chaiton/D. Afroz), J. Berger and N. Thurairatnam to discuss receivership strategy.
5/14/2025	Nisan Thurairatnam	Receipt and review of application materials; review factum; review Order; review Endorsement; arrange for bank account opening; confirm Order is registered on title; prepare documents and verbiage for webpage; attend a call with MZ, Chaitons, J. Berger and B. Tannenbaum to discuss next steps; planning meeting with J. Berger.
5/14/2025	Jeff Berger	Review motion materials in advance of application hearing; attend application hearing; exchange various emails with counsel re amendments to the draft order requested by the Court and establishment of the Receiver's web page and URL; call with representatives of MZ, Chaitons and the Receiver's office to discuss the background of the matter, key contacts, and intended course of action; planning meeting with N. Thurairatnam.

Date	Professional	Description
5/15/2025	Jeff Berger	Review insurance documents; discussion with N. Thurairatnam re same; review various documents provided by MZ; coordinate site visit for next week with MZ and property manager.
5/15/2025	Nisan Thurairatnam	Receipt and review of introduction to D. Simpson from M. Snedden; review email from S. Atkinson re notes from last call; review email from T. Irshad to insurance broker; review email from B. Tannenbaum re clarification of 2745859 Ontario Inc.; review T. Irshad response re same; email to property manager re tax rolls and utilities; call with S. Atkinson re former director and meeting on site; email to J. Berger re same; review email from insurance broker re response for coverage and timing of same; discuss same with J. Berger; call with T. Irshad to reach out to two other brokers.
5/15/2025	Tanveel Irshad	Review existing insurance policy; email incumbent insurance broker to renew policy and add Receiver as named insured and loss payee and MZ as additional insured; emails with B. Tannenbaum re clarification of 2745859 Ontario Inc.; call and email from insurance broker re same; discuss same with N. Thurairatnam; receipt and review of Appointment Order; review email from N. Thurairatnam to property manager re property tax information; arrange for Appointment Order and amended Endorsement to be posted to the website; confirm that the foregoing are posted correctly to the website; email to property manager re 72 hour inspections; email FCA and Wise Insurance to obtain insurance quotes.
5/15/2025	Bryan Tannenbaum	Emails with T. Irshad re clarification of 2745859 Ontario Inc.
5/15/2025	Donna Nishimura	Post document to the client webpage on the TDB website; repost documents to the client webpage on the TDB website.
5/16/2025	Tanveel Irshad	Attend to matters re obtaining insurance quotes and continuing existing coverage.
5/16/2025	Nisan Thurairatnam	Confirm property manager is conducting site visits; attend to several emails re insurance coverage on an urgent basis; prepare outline for S.245/246 notice; look at outline for information request; email correspondence with MZ re on site meeting and contact details for individuals re information request; correspond with property manager re onsite meeting; correspond with former director re same.
5/20/2025	Jeff Berger	Review and approve information request to Debtors; discuss same with N. Thurairatnam; review various emails re insurance quotes and coverage; call with N. Thurairatnam re S.245/246 notice preparation, property management agreement to be drafted, and other administrative matters.
5/20/2025	Tanveel Irshad	Prepare S.245/246 notice and mailing list; follow up with insurance brokers re quotes; review emails with property manager re contract; email correspondence with municipality to obtain updated property tax figures; discuss charge for property tax statements with N. Thurairatnam; discuss opening of HST account with N. Thurairatnam; prepare letter to Canada Revenue Agency to open HST account; receipt and review of email from property manager to MZ re outstanding items and payments.
5/20/2025	Nisan Thurairatnam	Correspond with property management re meeting on site; correspond with property management re new contract with the Receiver; prepare information request and send to J. Berger for review and to sign; discuss same with J. Berger; review edits and final version; send information request to the Debtors; call with J. Berger re S.245/246 notice preparation, property management agreement to be drafted, and other administrative matters; discuss opening of HST account with T. Irshad; email to T. Irshad to follow up on all insurance quotes; review email correspondences re same; email to T. Irshad re property taxes; review email from City re charge for the statement; discuss charge with T. Irshad and approve same; receipt and review of email from former CEO on why information

Date	Professional	Description
		request was sent to her; send draft response quoting the Order to J. Berger; review J. Berger's edits and send same to J. Joseph.
5/21/2025	Jeff Berger	Call with N. Thurairatnam and D. Simpson regarding background information, books and records, and other administrative matters; discussion with N. Thurairatnam about employee matters, creditor list and S.245/246 notice, site visit next week, insurance, and other matters; discuss status of insurance with T. Irshad and N. Thurairatnam; attend a call with MZ and N. Thurairatnam.
5/21/2025	Tanveel Irshad	Call with property manager re status of insurance questionnaires; discuss same with J. Berger and N. Thurairatnam; review all unsecured creditors' invoices and record of employments and update mailing list for S.245/246 notice; call from Wise Insurance re questions to finalize formal quote; contact property manager re same.
5/21/2025	Nisan Thurairatnam	Receipt and review of property tax and water statements; email correspondence with D. Simpson re call today; attend a call with D. Simpson and J. Berger re information request and the books and records; send meeting invites for onsite meeting; prepare for and attend a call with MZ and J. Berger; email correspondence with J. Nieuwenhuis re the books and records and to arrange a telephone call; discuss insurance with T. Irshad and J. Berger; receipt and review of S.245/245 notice and send to J. Berger.
5/22/2025	Tanveel Irshad	Receipt, review and update insurance documents partially completed by property manager; discuss same with J. Berger; emails to FCA re obtaining insurance quote; review of property tax statements and create summary; internal emails re same; email correspondence with municipality re missing statement and grass to be cut; discuss finalization of S.245/246 notice with N. Thurairatnam and finalize same; follow up with Wise Insurance re status of quote; review response email.
5/22/2025	Nisan Thurairatnam	Receipt and review of email from S. Atkinson to the bookkeeper re their fees and the receivership; review emails with property management re sprinklers and alarm systems; review vacancy questionnaire and insurance survey form from property management to be sent to insurance brokers; review correspondence with insurance brokers re same; discuss outstanding property taxes with T. Irshad; attend a call with J. Berger J. Nieuwenhuis, bookkeeper, re books and records; create shared folder and send email to bookkeeper re same; correspond with town re grass to be cut; discuss finalization of S.245/246 notice with T. Irshad; receipt and review of creditors listing for S.245/246 notice; edit same and send to J. Berger; attend a call with J. Berger re final documents, edit same.
5/22/2025	Jeff Berger	Prepare for and attend call with the Debtor's bookkeeper and N. Thurairatnam; attend to insurance quotes and forms relating to same; attend a call with N. Thurairatnam re final documents.
5/23/2025	Jeff Berger	Review various insurance applications; call with FCA broker re value to insure; review and sign S.245/246 notice and arrange for mailing.
5/23/2025	Tanveel Irshad	Receipt and review of email from N. Thurairatnam re property taxes; discuss mailing of S.245/246 notice with D. Nishimura and J. Hornbostel; continued email correspondence with FCA re insurance quote; follow up with other insurance brokers re status of quotes.
5/23/2025	Nisan Thurairatnam	Receipt and review of several emails re insurance quotes with several brokers.
5/23/2025	Donna Nishimura	Assemble and mail/email S.245/246 notice.
5/23/2025	Jennifer Hornbostel	Prepare labels for mailing.
5/26/2025	Tanveel Irshad	Review emails re action items and information request; review emails re affidavit of mailing; review email re preparation of insurance update; call with incumbent broker re same; review of proposals from Wise Group and emails

Date	Professional	Description
		thereto; prepare status of insurance emails; discuss same with J. Berger; calls and email with FCA re status of insurance quote; discuss same with J. Berger.
5/26/2025	Jeff Berger	Review various insurance quotes and discuss same with T. Irshad; review draft financing commitment for Receiver's certificate; review notes and file in advance of site meeting tomorrow.
5/26/2025	Donna Nishimura	Prepare and final Affidavit of Mailing.
5/26/2025	Nisan Thurairatnam	Receipt and review of affidavit of mailing from D. Nishimura; approve same to be commissioned; receipt and review of update and summary email from T. Irshad re the summary of insurance quotes; review email from J. Berger to S. Atkinson re Receiver's borrowings.
5/26/2025	Jennifer Hornbostel	Open bank account with BMO.
5/27/2025	Tanveel Irshad	Review of email from incumbent broker re status of insurance quote; review insurance emails with prospective broker; prepare and share iManage Share folder; discuss insurance renewals or new coverage for the properties with J. Berger and N. Thurairatnam.
5/27/2025	Donna Nishimura	Input information in Interview in Ascend.
5/27/2025	Jeff Berger	Attend on site to tour properties with N. Thurairatnam, MZ and Larlyn; travel to and from site; calls with various insurance brokers and N. Thurairatnam re quote for renewals or new coverage for the properties; discuss same with N. Thurairatnam and T. Irshad.
5/27/2025	Jennifer Hornbostel	Prepare templates and banking in Ascend.
5/27/2025	Nisan Thurairatnam	Receipt and review of Receiver's term sheet for borrowings from MZ; attend a call with FCA and J. Berger re insurance quotes; attend a meeting onsite with MZ, Larlyn Property Management and J. Berger; travel to and from site; discuss insurance renewals or new coverage for the properties with J. Berger and T. Irshad.
5/28/2025	Nisan Thurairatnam	Review final commitment letter; approve signing of same; attend a call with a creditor who received the notice and statement of the Receiver; receipt and review the documents sent via the Box from S. Atkinson; save same to iManage; review emails with four different brokers re insurance quotes; review email from T. Irshad re sprinklers and alarm system.
5/28/2025	Jeff Berger	Review emails re insurance quotes and discuss same with T. Irshad; preliminary call with commercial broker to discuss the subject properties and the nuance of the market for this type of asset; review and approve Receiver's borrowings agreement with MZ and discuss same with B. Tannenbaum.
5/28/2025	Tanveel Irshad	Follow up with prospective brokers re insurance quotes; review emails re property management agreement; review quotes; prepare summary of proposals; discuss same with J. Berger; correspond with property manager re outstanding utilities.
5/28/2025	Bryan Tannenbaum	Receipt and review of J. Kirby email attaching Receiver financing Commitment letter; execute same and return; discuss same with J. Berger.
5/28/2025	Jennifer Hornbostel	Email to BMO re EFT limit; set up banking in Ascend.
5/29/2025	Jeff Berger	Review insurance quotes; exchange emails with brokers re same; call with broker to review proposed terms of coverage; discuss quotes with T. Irshad; call with other broker and T. Irshad to review proposed coverage.
5/29/2025	Tanveel Irshad	Several emails and call with property manager re entry alarm monitoring and fire alarm systems; discuss summary of insurance proposals with J. Berger; follow up with prospective insurance broker re quotes and further emails thereto; receipt and review of vacant property application form and complete same; arrange meeting with incumbent broker and request for extension of

Date	Professional	Description
		policy; call with property manager re background of utilities on all properties; call with J. Berger and other broker re proposal.
5/29/2025	Bryan Tannenbaum	Telephone call from P. Berczi re Ontario government forensic review of Jake's House Community Residences; receipt and review of P. Berczi email re same.
5/29/2025	Nisan Thurairatnam	Attend to several emails re obtaining insurance coverage; email correspondence with property management re fire and alarm systems; attend a call with BMO, unsecured creditor, re the S.245/246 notice; email correspondence with an interested party of the property; email correspondence with D. Simpson re books and records.
5/30/2025	Tanveel Irshad	Receipt and review of proposal and emails from Hub International; forward same to J. Berger; review further emails re same; call from J. Berger re same; emails to other brokers re rejection of proposals; email to property manager re certain information requested by insurer.
5/30/2025	Nisan Thurairatnam	Email correspondence with D. Simpson re saving the historical books and records; receipt and review of several emails re insurance.
5/30/2025	Jeff Berger	Review amended insurance quotes; calls with T. Thompson re pros and cons of coverage quoted to date; bind insurance for property and discuss satisfaction of outstanding requirements with T. Irshad.
6/2/2025	Nisan Thurairatnam	Receipt and review books and records uploaded by the bookkeeper, including but not limited to, trial balances, profit and loss statements, balance sheets, bank reconciliations; send email to bookkeeper re certain documents not available to open; arrange for Tert & Ross Ltd. to box and pick up certain books and records; coordinate with property management; email correspondence with the Ministry of Ontario re what books and records they hold; email correspondence with a creditor wishing to pick up equipment owned by their company; attend a call with Property Management re the property management agreement and the property management report.
6/2/2025	Jeff Berger	Discuss request for listing proposals, insurance confirmation, and status of books and records with N. Thurairatnam; call with Lennard Commercial Realty re property background.
6/2/2025	Tanveel Irshad	Review of N. Thurairatnam's email to property manager re arranging for contractor to attend and retrieve books and records.
6/3/2025	Tanveel Irshad	Receipt and review of emails re information request; prepare property management agreement; review emails re removal of firewall; email correspondence with Hydro One re Debtors' accounts; correspondence with property manager re sprinkler system and photos of furnace room required by insurer; email insurer re same; review emails re property manager's May report; update insurance tracking schedule; review emails re retrieval of books and records.
6/3/2025	Nisan Thurairatnam	Receipt and review of property management report; arrange for hydro and water to be contacted; email to property manager re sump pump, furnace and filing cabinet; email correspondence with bookkeeper re Sage 50 back-ups; send email to J. Berger re license requirements; receipt and review email from Compudata re pick up of firewall equipment owned by Compudata; review supporting documents and arrange for pickup; email to bookkeeper re version of Sage 50 to use; email correspondence with property manager re cabinets locks opened; correspond same with Tert & Ross re documents pick up; review email from property manager re sprinkler checkup; email correspondence with Hydro One.
6/3/2025	Jeff Berger	Review email from T. Irshad re additional information required to complete insurance application; review email from N. Thurairatnam re access to books and records and storage of same; discuss obtaining Sage license with N. Thurairatnam.

Date	Professional	Description
6/4/2025	Tanveel Irshad	Receipt and review of email re confirmation of pick-up of firewall; discuss outstanding water/sewage bills with N. Thurairatnam; email correspondence with township re same and to inform them of stay of proceedings; email correspondence with CWB National Leasing re floor scrubber.
6/4/2025	Nisan Thurairatnam	Receipt and review of email from bookkeeper re the doctors' books and records; email response re same; attend a call with T. Irshad re stay of proceedings for water bill; review email from T. Irshad to Town of Lucan in that regard; review email from Town of Lucan re water bills added to property tax arrears; attend a call with MZ, J. Berger and B. Tannenbaum to discuss all aspects of mandate.
6/4/2025	Bryan Tannenbaum	Update call with MZ, J. Berger and N. Thurairatnam.
6/4/2025	Jeff Berger	Update call with MZ, B. Tannenbaum and N. Thurairatnam.
6/5/2025	Tanveel Irshad	Receipt and review of emails re pick up of floor scrubber; emails re HST with N. Thurairatnam and diarize follow up with Canada Revenue Agency ("CRA").
6/5/2025	Nisan Thurairatnam	Receipt and review of lease agreement with CWB leasing; arrange for pick-up of same equipment; attend a call with CRA to discuss the RP, RC and RT accounts for both Debtors' accounts; request RT accounts to be opened and send email internally to inform team of same; attend a call with Larlyn re the release agreements that Larlyn will have the third parties sign when they pick up the leased documents.
6/6/2025	Nisan Thurairatnam	Attend to several calls with Tert & Ross re books and records they are finding on site and computers on site; attend calls with property management re on site meetings; correspond with former doctor re the patients records.
6/6/2025	Jeff Berger	Review and edit draft property management agreement; review email from broker re insurance status and finalization; preliminary call with possible listing broker re property background.
6/9/2025	Jeff Berger	Review and respond to email re trust account information; review property management agreement and email to Chaitons to request review of same.
6/9/2025	Nisan Thurairatnam	Send email to J. Berger re property management agreements; review email from J. Berger re property management agreements; review email from G. Aboumourad re Hydro One accounts; email to T. Irshad re Sage license cost; send email to J. Berger re books and records copies.
6/10/2025	Jeff Berger	Prepare and sign Receiver's Certificate; arrange tour for prospective purchaser.
6/10/2025	Tanveel Irshad	Receipt and review of emails re medical records; receipt and review of emails from Tert & Ross re receipt of books and records; receipt and review of email from property manager re quotes for security system; receipt and review of emails between N. Thurairatnam and D. Simpson re former employees' pension plans; receipt and review of emails re arranging for prospective bidder to attend Real Property; email to previous insurance broker to update their outstanding invoice to reflect the Receiver; review updated invoice and arrange for payment; email to property manager to request for outstanding invoices; review of property manager's invoice; receipt and review of Hydro One's disconnection notice; email to Hydro One re same.
6/10/2025	Jennifer Hornbostel	Prepare Receiver's Certificate; post receipt.
6/10/2025	Nisan Thurairatnam	Receipt and review of email from Tert & Ross re the log of all books and records; send email to D. Simpson re the Company's defined contribution plan; email to T. Irshad re receiving funds and to send payment re insurance.
6/11/2025	Tanveel Irshad	Emails with insurer re legal name for named insured; review subsequent email from insurer re sprinkler system; review of N. Thurairatnam's email to property manager re same; review emails re WEPP; emails with Hydro One re disconnection notice; call with property manager re same; review email from property manager re executed landscaping agreement; review of insurance

Date	Professional	Description
		invoice and arrange for payment; emails with J. Berger re payment of property manager's invoices prior to Receiver's appointment and email property manager re same; discuss mail forwarding with N. Thurairatnam.
6/11/2025	Donna Nishimura	Order Ascend license; received license, transfer information in Ascend from Interview to Estate.
6/11/2025	Nisan Thurairatnam	Receipt and review of collection acknowledgement agreement sent from Larlyn; receipt and review of unpaid RRSP contributions reports; email correspondence with D. Simpson re the wages paid to former employees; review email correspondence with Hydro One; arrange call with D. Simpson and TDB team to organize and administer WEPP; discuss mail forwarding with T. Irshad.
6/11/2025	Jennifer Hornbostel	Prepare spreadsheet for WEPP; prepare and post payments.
6/12/2025	Tanveel Irshad	Review emails between N. Thurairatnam and property manager re status of property management agreement; arrange for payment of property manager's invoices; call with D. Simpson, N. Thurairatnam, J. Berger and J. Hornbostel re WEPPA; review further emails thereto; research Sage 50 license cost and review N. Thurairatnam's email with bookkeeper re same; prepare cover letter to Canada Post re mail forwarding.
6/12/2025	Nisan Thurairatnam	Receipt and review of contract with Landon Landscaping for the grass cutting; attend a call with D. Simpson and J. Berger, T. Irshad and J. Hornbostel re WEPPA; email correspondence with bookkeeper re Sage50; receipt and review of edits on property management agreement from counsel, edit same and send to property manager; review several emails re the preparation of WEPP.
6/12/2025	Jennifer Hornbostel	Call re WEPP with D. Simpson, N. Thurairatnam, T. Irshad and J. Berger; emails with D. Simpson; request EFT; prepare payments.
6/12/2025	Jeff Berger	Call with D. Simpson, N. Thurairatnam, T. Irshad and J. Hornbostel re financial history, books and records, WEPP, etc.
6/13/2025	Tanveel Irshad	Receipt and review of email from Hydro One confirming disconnection notice has been halted; review monthly bills; emails with Hydro One to open new account in the Receiver's name and inform them of stay of proceedings; discuss same with N. Thurairatnam; review N. Thurairatnam's emails with property manager re fire and security system; email payment confirmation to previous insurance broker; receipt and review of letter from legal counsel to Unifor re employees; review further emails re same; review of sprinkler pictures and emails with insurer re same; email to property manager re diarize for reinspection; review of property manager's emails re landscaping.
6/13/2025	Nisan Thurairatnam	Receipt and review of security monitoring quotes; select one and approve; attend a call with property manager re the access to and emergency contacts; respond via email re same; attend a call with T. Irshad re Hydro One; receipt and review letter from counsel of Unifor; forward to D. Afroz to discuss on a call.
6/13/2025	Jeff Berger	Receipt and review of Unifor letter re employee wages, WEPP, and request for further information; email to J. Hornbostel re accounting for Receiver's borrowings; receipt and review of various emails from D. Simpson with information from the Debtor; attend to insurance policy cleanup with HUB; review information provided by bookkeeper.
6/13/2025	Jennifer Hornbostel	Confirm banking with Mitchell Abbott insurance; post payment.
6/16/2025	Jeff Berger	Discussion with N. Thurairatnam re union requests and his discussion with Chaitons re same; call from broker re potential purchaser interest; review email from N. Thurairatnam re release of medical records to former doctor/contractor, and Chaitons' position re same.
6/16/2025	Nisan Thurairatnam	Receipt and review email from G. Aboumourad re landscaping work completed; review attachments re same; emails with D. Afroz re Unifor letter; review email from D. Simpson re hourly wages for WEPP; send email to counsel re PPSA

Date	Professional	Description
		searches; email correspondence with J. Berger re the release of patient records; email to D. Afroz re letter to draft for doctor to sign; receipt and review of fax from CRA re deemed trust claim; review PPSA's and save to iManage; attend a call with D. Afroz and H. Chaiton re the Unifor letter received and to discuss the letter to the doctor who wants the books and records; discuss same with J. Berger; attend a call with G. Aboumourad re the edits proposed to the property management agreement.
6/16/2025	Tanveel Irshad	Review emails re medical records; review of property manager's email re confirmation of diarized reinspection for sprinkler system; attend to matters re WEPP.
6/16/2025	Jennifer Hornbostel	E-file and mail Office of the Superintendent of Bankruptcy fee.
6/17/2025	Jeff Berger	Review email from S. Atkinson re books and records; discuss same with N. Thurairatnam; discuss RFP with N. Thurairatnam; review various emails regarding the Receiver's information request and the status of responses thereto; discussion with N. Thurairatnam re potential tax losses and RVO possibility; review emails between N. Thurairatnam and T. Irshad re same; review and sign letter re Canada Post mail forwarding; process insurance premium payment.
6/17/2025	Nisan Thurairatnam	Receipt and review of signed ULC Monitoring contract; receipt and review of email from S. Atkinson re books and records along with Unifor Notice of Appearance; respond to S. Atkinson re same; attend a call with S. Atkinson to discuss reason for request of financials; discuss same with J. Berger; send email to Chaitons re if appropriate to provide the documents; review the financial statements and the general ledger to check if any tax losses are noted; send email to D. Simpson and J. Nieuwenhuis re same; send email to T. Irshad to check with CRA for tax losses; follow up call with S. Atkinson re books and records; send follow up email to former CEO and the principal re status of documents per information request; review response from J. Joseph (former CEO).
6/17/2025	Tanveel Irshad	Prepare and assemble documents ahead of attending Canada Post for mail forwarding service; attend Canada Post re same; review emails from N. Thurairatnam to principal of the Debtor re corporate tax returns; call with CRA representative re status of same.
6/17/2025	Jennifer Hornbostel	Prepare and post payments.
6/18/2025	Tanveel Irshad	Review emails between J. Hornbostel and Debtor re WEPP.
6/18/2025	Nisan Thurairatnam	Review email from T. Irshad re the non-capital loss; review email from J. Nieuwenhuis re tax returns; receipt and review email from D. Afroz re the Receiver not to provide creditors with books and records that the Receiver is required to safeguard; attend a meeting with J. Berger and MZ to discuss all aspects of the mandate; receipt and review of several emails regarding WEPP; review attachments re same; review email from J. Hornbostel re correspondence with D. Simpson on severance; review guidance on provincial website and respond to J. Hornbostel.
6/18/2025	Jeff Berger	Attend a meeting with N. Thurairatnam and MZ to discuss all aspects of the mandate.
6/18/2025	Jennifer Hornbostel	Register for WEPP; prepare spreadsheet.
6/19/2025	Tanveel Irshad	Review of email from J. Berger re enlisting D. Simpson as consultant for WEPP; receipt and review of N. Thurairatnam's email to property manager re generator; receipt and review of 2020 Corporate Tax Notice of Assessment.
6/19/2025	Nisan Thurairatnam	Prepare for and attend a call with H. Chaiton, D. Afroz and J. Berger to discuss letter to union, document request and draft APS; review email from S. Atkinson re generator location; send email to property manager re same; attend a call with

Date	Professional	Description
		the property manager re unable to locate generator; inform the property manager to check the roof.
6/19/2025	Jeff Berger	Attend a call with H. Chaiton, D. Afroz and N. Thurairatnam to discuss letter to union, document request and draft APS.
6/20/2025	Tanveel Irshad	Review emails re WEPP and potential engagement from D. Simpson as contractor; call with CRA re tax loss and status of HST filing package; email NOA and status of tax loss schedule to N. Thurairatnam.
6/20/2025	Nisan Thurairatnam	Send email to T. Irshad re data room creation and for the creation of the RFP, CA; email correspondence with D. Simpson re need for assistance for WEPP and negotiate payment to work as an independent contractor; attend a call with the property manager re location of generator.
6/23/2025	Tanveel Irshad	Receipt and review of email from D. Simpson re WEPP spreadsheet; review of email from property manager re generator; prepare request for real estate proposals and accompanying confidentiality agreement; review of WEPP calculations; review of property documents, label same and prepare data room.
6/23/2025	Nisan Thurairatnam	Receipt and review of the NOA's for 2019-2021; review email from T. Irshad re issue CRA is having transmitting the tax loss; send email to T. Irshad to follow up on Tuesday; receipt and review of additional information provided by D. Simpson re WEPP; receipt and review of PM agreement edits from G. Aboumourad; accept edits and review insurance; send final version to J. Berger to review and sign; receipt and review of email from G. Aboumourad re generators, review photos and send email to S. Atkinson re same; review data room; email to D. Simpson re location of generators.
6/23/2025	Jennifer Hornbostel	Open WEPP account.
6/24/2025	Jeff Berger	Receipt and review of various emails re property management; call with N. Thurairatnam re RFP, data room, and confidentiality agreement.
6/24/2025	Tanveel Irshad	Review email re finalization of property management agreement; review and discuss WEPP calculations with J. Hornbostel; review of J. Hornbostel emails with D. Simpson re same; receipt and review of tax loss documentation provided by CRA; review of emails re generator; call with D. Simpson and J. Hornbostel re WEPP.
6/24/2025	Nisan Thurairatnam	Attend to several emails re the generator; attend a call with D. Simpson re same; attend a call with S. Atkinson re the generator; attend to several emails re WEPP.
6/24/2025	Jennifer Hornbostel	Review and update WEPP spreadsheet; discuss same with T. Irshad; call with T. Irshad and D. Simpson re same.
6/25/2025	Tanveel Irshad	Emails and call with property manager re disconnection notice from Hydro One; discuss same with J. Berger; emails with N. Thurairatnam re status of WEPP; review of N. Thurairatnam's email with D. Simpson re status of T4s; review of Chaitons draft response letter to Unifor.
6/25/2025	Jeff Berger	Review various correspondence re pending utility disconnection and discuss same with T. Irshad.
6/25/2025	Nisan Thurairatnam	Prepare and edit the CA and RFP; review data room; send to J. Berger to review; send email to D. Simpson re T4's; follow up on signed PM agreement; review email from property manager re hydro cut off issue; follow up with D. Afroz on draft response to Unifor; receipt and review letter from CRA re tax loss; email correspondence with T. Irshad re timing for WEPP to be processed.
6/25/2025	Jennifer Hornbostel	Review and update WEPP spreadsheet; meeting with D. Simpson; set up POC and letter to employees.
6/26/2025	Jeff Berger	Finalize and sign property management agreement; review draft RFP and emails to brokers and approve same; review confidentiality agreement for brokers.

Date	Professional	Description
6/26/2025	Nisan Thurairatnam	Review email from J. Hornbostel re WEPP calculations provided by D. Simpson; review workbook for WEPP; review J. Berger's edits to the RFP's; edit same and send to agents; email correspondence with a creditor re unsecured claim; email correspondence with S. Atkinson re CRA letter and the RFPs; review response from a broker re not going to participate in process due to experience.
6/27/2025	Tanveel Irshad	Review updated WEPP calculations and provide comments thereto; receipt and review of CA and email brokerage to complete missing information; review updated CA and provide access to data room; email broker re same; receipt and review of emails between N. Thurairatnam and creditor re status of monies owed to them by the Debtor.
6/27/2025	Nisan Thurairatnam	Email correspondence with PM re executing PM agreement; send out RFP to Avison Young; provide access to the data room to CBRE and to Colliers; attend a call with K. Avison re listing proposal; attend a call with PM re signatures on the PM agreement.
6/30/2025	Nisan Thurairatnam	Correspond with PM re outstanding invoices; review emails re Hydro One disconnections; receipt of June's PM report; review same and approve payment for April, May and June; review executed PM agreement and save same to iManage; discuss with T. Irshad WEPP calculations; review WEPP worksheet.
6/30/2025	Jennifer Hornbostel	Review WEPP and prepare payment.
6/30/2025	Tanveel Irshad	Emails with Hydro One re disconnection letter received; brief review of updated WEPP calculations and discuss same with N. Thurairatnam.
		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.

FEE SUMMARY

2024				
Professional	Level	Hours	Rate	Fees
Jeffrey K. Berger, CPA, CA, CIRP, LIT	Managing Director	0.50	\$ 575	\$ 287.50
HST @ 13%				37.38
Total payable				\$ 324.88

2025				
Professional	Level	Hours	Rate	Fees
Bryan A. Tannenbaum, FCPA, FCA, FCIRP, LIT	Managing Director	2.90	\$ 750	\$ 2,175.00
Jeffrey K. Berger, CPA, CA, CIRP, LIT	Managing Director	34.10	\$ 595	20,289.50
Nisan Thurairatnam, CPA	Manager	52.20	\$ 450	23,490.00
Tanveel Irshad	Associate	32.10	\$ 325	10,432.50
Jennifer Hornbostel/Donna Nishimura	Estate Administrator	17.00	\$ 195	3,315.00
Total hours and professional fees		<u>138.30</u>		\$ 59,702.00
Disbursements				
Postage (Notice & Stmt of Receiver)		\$ 66.86		
Photocopies (Notice & Stmt of Receiver)		<u>122.00</u>		
PPSAs		112.06		
Reg Fee (no tax)		<u>48.00</u>		
Total disbursements				348.92
Total professional fees and disbursements				\$ 60,050.92
HST @ 13%				7,800.38
Total payable				\$ 67,851.30

*Annual increase in rates effective January 1, 2025.

SUMMARY	
2024	\$ 324.88
2025	67,851.30
Total payable	\$ 68,176.18



To TDB Restructuring Limited
Court-Appointed Receiver of 2301402 Ontario Limited
and Jake's House Community Residences
11 King Street West, Suite 700
Toronto, ON M5H 4C7

TDB Restructuring Limited
Licensed Insolvency Trustee

11 King St. W, Suite 700
Toronto, ON M5H 4C7
info@tdbadvisory.ca
416-575-4440
416-915-6228

tdbadvisory.ca

Date August 15, 2025

Client File 11-007

Invoice TDB #2

No. 2508015

For professional services rendered with respect to the appointment of TDB Restructuring Limited as Court-Appointed Receiver of 2301402 Ontario Limited and Jake's House Community Residences (collectively, the "Debtors") for the period July 1, 2025 to July 31, 2025.

Date	Professional	Description
7/2/2025	Nisan Thurairatnam	Email correspondence with brokers re RFPs; review WEPP workbook comments by T. Irshad; attend to an email from CBRE re access to the site; send email to property manager re same; attend a call with B. Tannenbaum and MarshallZehr Group Inc. ("MZ") re status of mandate; correspond with Avison Young re tour of property and financials; introduce Avison Young to property manager.
7/2/2025	Tanveel Irshad	Further review of WEPP calculations.
7/2/2025	Bryan Tannenbaum	Zoom call with MZ and N. Thurairatnam.
7/2/2025	Jeff Berger	Process payment from trust account.
7/2/2025	Jennifer Hornbostel	Post payment.
7/3/2025	Tanveel Irshad	Follow up with J. Hornbostel re status of WEPP.
7/3/2025	Nisan Thurairatnam	Review email from property manager re site tours and timing of same; review email re WEPP.
7/7/2025	Tanveel Irshad	Review of J. Hornbostel's comments on WEPP schedule; email updated schedule to N. Thurairatnam; review of comments and arrange call tomorrow with N. Thurairatnam to discuss same; review of water utility bills; emails to N. Thurairatnam re same; review of N. Thurairatnam's email to J. Berger re same.
7/7/2025	Jeff Berger	Process vendor payments.
7/7/2025	Nisan Thurairatnam	Review payment confirmations; send email to property manager re same; attend a call with property manager re March invoices not sent to the Receiver; follow up on WEPP comments; review draft letter from D. Afroz of Chaitons to Unifor; edit same and send comments to J. Berger; review mail from Town of Lucan re utility bill; send email to T. Irshad re need to get post receivership bill; correspond with internal team re payment of utility to avoid shut off and due to the invoice will be added to the property taxes anyways; review and edit WEPP workbook and send comments to T. Irshad; send letter to Chaitons to send to Unifor.
7/7/2025	Jennifer Hornbostel	Prepare and post payments.

Date	Professional	Description
7/8/2025	Tanveel Irshad	Receipt and review of comments to responding letter to Unifor; call with N. Thurairatnam and J. Hornbostel to discuss WEPP calculations.
7/8/2025	Nisan Thurairatnam	Attend a call with T. Irshad and J. Hornbostel re WEPP workbook and mail merge; review final letter to Unifor; respond to D. Afroz re same; attend a call with the Ontario Medical Association re receivership and re patient records; explain the Receiver has the care and the control of the books and records and request further guidance.
7/8/2025	Jennifer Hornbostel	Call with N. Thurairatnam and T. Irshad to discuss WEPP.
7/9/2025	Nisan Thurairatnam	Email correspondence with brokers re RFPs.
7/10/2025	Tanveel Irshad	Follow up with J. Hornbostel re WEPP letters.
7/10/2025	Nisan Thurairatnam	Review emails re WEPP; attend a call with CBRE re proposal.
7/10/2025	Jennifer Hornbostel	Prepare WEPP letters for signing; post payment.
7/11/2025	Tanveel Irshad	Review and edit WEPP letters.
7/11/2025	Nisan Thurairatnam	Review final WEPP letters; brief call with MZ and J. Berger re proposals; receipt of the three listing proposals; review same.
7/11/2025	Jeff Berger	Brief call with MZ and N. Thurairatnam re proposals.
7/11/2025	Jennifer Hornbostel	Update WEPP letters.
7/14/2025	Jennifer Hornbostel	Adjust dates of WEPP letters.
7/14/2025	Tanveel Irshad	Receipt and review of listing proposals; prepare summary of listing proposals; discuss same with N. Thurairatnam; create and upload same to shared folder with MZ; discuss same with N. Thurairatnam; email to MZ re same.
7/14/2025	Nisan Thurairatnam	Review edits to listing agreements from CBRE; discuss same with T. Irshad; respond to CBRE; email to J. Berger re WEPP; review summary of listing proposals and edit same; send to MZ; call with T. Irshad re shared folder; attend a call with the property manager re ongoing maintenance.
7/15/2025	Bryan Tannenbaum	Review and sign 30 WEPP letters.
7/15/2025	Jennifer Hornbostel	Revise letters to remove RRSP contributions; format and send letter to employees; file claims with Service Canada; respond to employee call and emails; discuss same with N. Thurairatnam.
7/15/2025	Tanveel Irshad	Receipt and review of Enbridge Gas disconnection notice; detailed email to Enbridge Gas re same; review of J. Hornbostel's email re removal of RRSP contribution amounts in WEPP letters and further emails re finalization of same.
7/15/2025	Nisan Thurairatnam	Receipt and review of disconnection notice for gas; email to T. Irshad re same; review email to Enbridge re continuance of services; several emails re WEPP letters; finalize and approve for B. Tannenbaum's signature; discuss call from employee with J. Hornbostel.
7/16/2025	Nisan Thurairatnam	Attend a call with MZ and B. Tannenbaum re listing agreements and marketing process.
7/16/2025	Bryan Tannenbaum	Zoom call with MZ and N. Thurairatnam to review brokers proposals.
7/16/2025	Jennifer Hornbostel	Enter all claims into Service Canada site to obtain TIFs; confirm receipt with employees.
7/17/2025	Tanveel Irshad	Receipt and review of correspondence from Canada Revenue Agency re request to file RT0001 returns.
7/17/2025	Jennifer Hornbostel	Confirm employee proofs of claim.
7/18/2025	Nisan Thurairatnam	Send email to S. Atkinson of MZ to confirm our discussed action items on the bi-weekly call; send emails to all brokers re request for a call; review WEPP documents received.

Date	Professional	Description
7/18/2025	Jennifer Hornbostel	Log and confirm receipt of employee claims.
7/21/2025	Anne Baptiste	Prepare bank reconciliation.
7/21/2025	Nisan Thurairatnam	Attend an update meeting with J. Berger to discuss the RFPs; attend a call with J. Berger and Avison Young to discuss the listing proposal.
7/21/2025	Tanveel Irshad	Follow up with Enbridge Gas re disconnection notice.
7/21/2025	Jeff Berger	Review listing proposals and discuss same with N. Thurairatnam; call with K. Avison of Avison Young and N. Thurairatnam re credit bid fee structure.
7/21/2025	Jennifer Hornbostel	Log claims and confirm receipt.
7/22/2025	Jeff Berger	Calls with N. Thurairatnam, Colliers and CBRE re proposal terms.
7/22/2025	Nisan Thurairatnam	Review email from S. Atkinson re tax information; correspond with J. Berger re same; receipt and review of updated break fees from Avison Young; attend a call with Colliers and J. Berger re break fees; attend a call with CBRE and J. Berger re break fees; receipt and review of updated break fees from Colliers; receipt and review of updated break fees from CBRE.
7/22/2025	Jennifer Hornbostel	Respond to employee emails.
7/23/2025	Jennifer Hornbostel	Log claims and follow up with employees outstanding.
7/24/2025	Nisan Thurairatnam	Correspond with the property manager re lockbox code; respond to S. Atkinson re same; attend a call with the property manager re homeless people around the building.
7/25/2025	Tanveel Irshad	Receipt and review of emails between S. Atkinson and N. Thurairatnam re selection of real estate broker.
7/25/2025	Nisan Thurairatnam	Prepare and edit a CA for interested party; send it to interested party; correspond with S. Atkinson re site visit and temperature in the building; send email to property manager re same; attend a call with K. Avison re the stalking horse bid fee; send summary of new listing fees to S. Atkinson.
7/28/2025	Tanveel Irshad	Receipt and review of signed CA and email from N. Thurairatnam re data room; create and provide prospective purchaser with access to data room; email prospective purchaser re same.
7/28/2025	Nisan Thurairatnam	Receipt and review of signed CA; correspond with T. Irshad re data room; attend a call with Chaitons re Unifor letter; review the books and records to determine if there is enough information to file previous past due corporate tax returns.
7/29/2025	Tanveel Irshad	Follow up with insurance broker re formal policy documents; receipt and review of same; receipt and review of RT0002 filing package.
7/29/2025	Nisan Thurairatnam	Send email to former bookkeeper re tax filings; review historical financials re tax losses; discuss same with J. Berger; email to MZ re call; review emails re insurance.
7/29/2025	Jeff Berger	Discuss historical financials re tax losses with N. Thurairatnam.
7/30/2025	Tanveel Irshad	Create HST tracking schedule and prepare draft HST return.
7/30/2025	Bryan Tannenbaum	Email from M. Snedden of MZ re if we were contacted by Ministry; response sent.
7/30/2025	Nisan Thurairatnam	Prepare for and attend a call with MZ to discuss listing agreements and tax documents.
7/31/2025	Tanveel Irshad	Download and upload financial information into shared folder with MZ; emails to J. Berger re pending disbursements; discuss same with N. Thurairatnam.
7/31/2025	Nisan Thurairatnam	Attend a call with Colliers re listing agreement; correspond with MZ re forensic audit; receipt and review of letter from PointClickCare; correspond with D. Simpson re same; send email to Colliers re listing agreement; discuss pending disbursements with T. Irshad.

Date	Professional	Description
		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.

FEE SUMMARY

Professional	Level	Hours	Rate	Fees
Bryan A. Tannenbaum, FCPA, FCA, FCIRP, LIT	Managing Director	1.20	\$ 750	\$ 900.00
Jeffrey K. Berger, CPA, CA, CIRP, LIT	Managing Director	1.50	\$ 595	892.50
Nisan Thurairatnam, CPA	Manager	16.70	\$ 450	7,515.00
Tanveel Irshad	Associate	5.80	\$ 325	1,885.00
Anne Baptiste/Jennifer Hornbostel	Estate Administrator	15.80	\$ 195	3,081.00
Total hours and professional fees		<u>41.00</u>		\$ 14,273.50
HST @ 13%				1,855.56
Total payable				\$ 16,129.06

GST/HST: 80784 1440 RTo0001



To TDB Restructuring Limited
Court-Appointed Receiver of 2301402 Ontario Limited
and Jake's House Community Residences
11 King Street West, Suite 700
Toronto, ON M5H 4C7

TDB Restructuring Limited
Licensed Insolvency Trustee

11 King St. W, Suite 700
Toronto, ON M5H 4C7
info@tdbadvisory.ca
416-575-4440
416-915-6228
tdbadvisory.ca

Date September 5, 2025

Client File 11-007

Invoice TDB #3

No. 2509004

For professional services rendered with respect to the appointment of TDB Restructuring Limited as Court-Appointed Receiver of 2301402 Ontario Limited and Jake's House Community Residences (collectively, the "Debtors") for the period August 1, 2025 to August 31, 2025.

Date	Professional	Description
8/1/2025	Tanveel Irshad	Email the confidentiality agreement (the "CA") to prospective purchaser; discuss preparation of data room with N. Thurairatnam.
8/1/2025	Nisan Thurairatnam	Review termination letter from PointClickCare and send email to the provider re receivership and re request for a Teams call; review property management invoice and approve for payment; arrange meeting onsite with the property manager and a prospective purchaser; discuss preparation of data room with T. Irshad.
8/1/2025	Jennifer Hornbostel	Prepare payment.
8/5/2025	Nisan Thurairatnam	Review and approve property management fees.
8/6/2025	Nisan Thurairatnam	Correspond with PointClickCare re patient records and storage of the same; create separate data room and provide access to a prospective purchaser; attend a call with the property manager re the photoshoot on site and the time extension for site visit; meeting with J. Berger to discuss the tax filings.
8/6/2025	Jeff Berger	Meeting with N. Thurairatnam to discuss the tax filings.
8/7/2025	Tanveel Irshad	Receipt, review and save signed CA; review and respond to Hydro One re pre-filing invoice; review and edit draft listing agreement; email same to N. Thurairatnam; review and respond to unsecured creditor.
8/7/2025	Nisan Thurairatnam	Prepare for and attend a call with PointClickCare re patient data and books and records storage; discuss same with J. Berger; review and edit the draft listing agreement from Colliers and send response re same.
8/7/2025	Jeff Berger	Discuss with N. Thurairatnam re the call with PointClickCare.
8/8/2025	Tanveel Irshad	Review of emails between N. Thurairatnam and K. Myles re changes to listing agreement; final review of listing agreement.
8/8/2025	Nisan Thurairatnam	Correspond with Colliers re listing agreement; send updated version to M. Kenny; attend a call with a local resident interested in the receivership; inform resident on process and that the sale will launch in the upcoming weeks.
8/11/2025	Tanveel Irshad	Receipt and review of property tax statements.

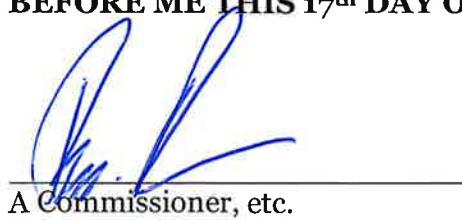
Date	Professional	Description
8/11/2025	Jeff Berger	Review and sign bank reconciliation for June 30, 2025 month-end.
8/11/2025	Nisan Thurairatnam	Review updated listing agreement and approve same; send property management contact to Colliers; receipt and review of new property tax bills; email to J. Berger re tax filings.
8/12/2025	Tanveel Irshad	Receipt and review of CA; create and provide prospective purchaser with access to data room; email prospective purchaser re same.
8/12/2025	Jeff Berger	Review and sign Colliers listing agreement.
8/12/2025	Nisan Thurairatnam	Review correspondence re site visit for Colliers; attend to calls with utility company re pre and post receivership; attend a call with a private investor re receivership process and interest in the building; look into emails received re the storage of patient data; send email to the Doctor re attending a call.
8/13/2025	Anne Baptiste	Prepare bank reconciliation.
8/13/2025	Tanveel Irshad	Receipt, review and save fully executed listing agreement.
8/14/2025	Tanveel Irshad	Prepare the statement of receipts and disbursements (the "SRD"); finalize, save and arrange for service list to be posted to the website.
8/14/2025	Jeff Berger	Call with N. Thurairatnam, J. Kirby and S. Atkinson of MarshallZehr Group Inc. ("MZ") re status of Receiver's administration and next steps re sale of property.
8/14/2025	Donna Nishimura	Post updated Service List to the client webpage on the TDB website.
8/14/2025	Nisan Thurairatnam	Prepare a draft response to M. Snedden of MZ re timing for stalking horse and sale process; send same to J. Berger; correspond with CWB National Leasing re notification of claims process; receipt and review of SRD; send email to B. Tannenbaum and J. Berger re funds in account; follow up with doctor; send response to M. Snedden; attend a call with J. Berger and MZ to discuss status of mandate; review request for updates to service list; arrange same and arrange for posting on case webpage.
8/15/2025	Tanveel Irshad	Review of emails from Enbridge Gas re disconnection; review Enbridge Gas bills from January 2025 onwards.
8/15/2025	Nisan Thurairatnam	Attend a call with an interested party; attend a call with Canada Revenue Agency ("CRA") representative re RT0002 account and historical tax filings.
8/19/2025	Nisan Thurairatnam	Receipt and review quote for fire alarm and sprinkler inspections; approve same and communicate with property manager re same.
8/20/2025	Nisan Thurairatnam	Email to D. Simpson re T4s; email to Ministry of Finance re books and records; send email to PointClickCare re the doctor records and no longer needing the service; receipt of update re T4 issuances.
8/20/2025	Jennifer Hornbostel	Respond to employee question.
8/21/2025	Tanveel Irshad	Receipt and review of pre and post-filing Enbridge Gas bills; email to same to open a new account in the Receiver's name.
8/21/2025	Nisan Thurairatnam	Review correspondence with Enbridge; arrange site visit for appraiser; attend a call with an interested party; direct party to case webpage and inform them on receivership process; attend to matters re books and records for accounting tax returns; call with CRA re outstanding tax returns and outstanding HST.
8/22/2025	Nisan Thurairatnam	Follow up with Colliers re marketing materials; correspond with property manager re site tour.
8/25/2025	Tanveel Irshad	Call from Enbridge Gas re opening of new account; subsequent email from Enbridge Gas re same and filing of proof of claim; response email sent.
8/25/2025	Nisan Thurairatnam	Email to broker re not accepting their proposal; follow up with Colliers re marketing materials; review mail received re bills from creditors and utilities.
8/25/2025	Jennifer Hornbostel	Respond to email re WEPP; post payment.

Date	Professional	Description
8/26/2025	Tanveel Irshad	Extremely detailed review of CIM; add comments thereto; review of N. Thurairatnam's further comments; review of emails with K. Myles re same.
8/26/2025	Nisan Thurairatnam	Email to J. Berger re tax returns; receipt and review of CIM from Colliers; edit same and review T. Irshad's edits; correspond with D. Simpson re ROE and T4; call with service provider re process to bill the Receiver.
8/27/2025	Nisan Thurairatnam	Meeting with J. Berger re all matters of mandate; receipt and review of several letters from CRA re RT and RP accounts; attend a call with MZ and J. Berger to discuss all aspects of the mandate; review Colliers materials and the listing agreement to confirm timing of fees.
8/27/2025	Jeff Berger	Meeting with N. Thurairatnam re all matters of mandate; attend a call with MZ and N. Thurairatnam to discuss all aspects of the mandate.
8/28/2025	Tanveel Irshad	Review of email from Enbridge Gas re first bill; review of Hydro One invoices and arrange for payment; review of email from N. Thurairatnam re preparation of Receiver's first report to Court (the "First Report").
8/28/2025	Nisan Thurairatnam	Send email to T. Irshad re First Report; draft outline for First Report and give background to T. Irshad.
8/29/2025	Nisan Thurairatnam	Process payments; email to Chaitons re court date and background on relief being sought; receipt and review email from S. Atkinson re comments on the CIM to Colliers; edit outline of First Report.
8/29/2025	Jeff Berger	Review and process payments.
8/29/2025	Jennifer Hornbostel	Prepare and post payment.
		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.

FEE SUMMARY

Professional	Level	Hours	Rate	Fees
Jeffrey K. Berger, CPA, CA, CIRP, LIT	Managing Director	1.30	\$ 595	\$ 773.50
Nisan Thurairatnam, CPA	Manager	18.50	\$ 450	8,325.00
Tanveel Irshad	Associate	5.30	\$ 325	1,722.50
Anne Baptiste/Jennifer Hornbostel/Donna Nishimura	Estate Administrator	1.30	\$ 195	253.50
Total hours and professional fees		26.40		\$ 11,074.50
HST @ 13%				1,439.69
Total payable				\$ 12,514.19

**THIS IS EXHIBIT "B" REFERRED TO IN THE
AFFIDAVIT OF JEFFREY BERGER SWORN
BEFORE ME THIS 17th DAY OF SEPTEMBER 2025**



A Commissioner, etc.

**Bryan Allan Tannenbaum,
a Commissioner, etc., Province of Ontario,
for TDB Restructuring Limited.
Expires March 6, 2027.**

In the Matter of the Receivership of
2301402 Ontario Limited and Jake's House Community Residences
Summary of Receiver's Fees
For the Period December 12, 2024 to August 31, 2025

Invoice #	Invoice Date	Period	Hours	Fees	Disburse - ments	Subtotal	HST	Total	Average Hourly Rate
TDB 1	Jul-31-25	December 12, 2024 to June 30, 2025	138.3	59,989.50	348.92	60,338.42	\$ 7,837.76	68,176.18	\$ 433.76
TDB 2	Aug-15-25	July 1, 2025 to July 31, 2025	41.0	14,273.50	-	14,273.50	\$ 1,855.56	16,129.06	\$ 348.13
TDB 3	Sep-5-25	August 1, 2025 to August 31, 2025	26.4	11,074.50	-	11,074.50	\$ 1,439.69	12,514.19	\$ 419.49
Total			205.7	\$ 85,337.50	\$ 348.92	\$ 85,686.42	\$ 11,133.00	\$ 96,819.43	\$ 414.86

APPENDIX "E"

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

BETWEEN:

MARSHALLZEHR GROUP INC.

Applicant

- and -

2301402 ONTARIO LIMITED and JAKE'S HOUSE COMMUNITY RESIDENCES

Respondents

FEE AFFIDAVIT OF MALEEHA ANWAR
(sworn September 19, 2025)

I, MALEEHA ANWAR, of the City of Mississauga, in the Province of Ontario **MAKE OATH AND SAY AS FOLLOWS:**

1. I am a lawyer with the law firm of Chaitons LLP (“**Chaitons**”), lawyers for TDB Restructuring Limited, in its capacity as court-appointed receiver and manager (the “**Receiver**”) of all of the assets, undertakings and properties of the respondents, 2301402 Ontario Limited and Jake’s House Community Residences, and as such have knowledge of the matters to which I hereinafter depose.

2. Attached hereto and marked as **Exhibit “A”** is a true copy of the account issued by Chaitons to the Receiver for the period commencing May 28, 2025, and ending August 31, 2025,

totalling \$17,733.66 (comprised of fees of \$15,687.50, disbursements of \$6.00 and HST of \$2,040.16) with respect to this proceeding.

3. Attached hereto and marked as **Exhibit “B”** is a summary of additional information with respect to the accounts referred to in paragraph 2 above, indicating all members of Chaitons who have worked on this matter, their year of call to the bar, total time charged and hourly rates, and I hereby confirm that this list represents an accurate account of such information.

4. I confirm that the accounts described in paragraph 2 above accurately reflect the services provided by Chaitons in this matter and the fees and disbursements claimed by it from May 28, 2025, to August 31, 2025.

SWORN BEFORE ME in the City of
Toronto, in the Province of Ontario,
this 19th day of September, 2025.



Commissioner for Taking Affidavits
(or as may be)

Antoinette DePinto, a Commissioner, etc.,
Province of Ontario, for Chaitons LLP,
Barristers and Solicitors.
Expires November 23, 2026.



MALEEHA ANWAR

**THIS IS EXHIBIT "A" REFERRED TO IN THE AFFIDAVIT
OF MALEEHA ANWAR SWORN BEFORE ME THIS
19th DAY OF SEPTEMBER, 2025.**



A Commissioner, etc.

TDB ADVISORY LIMITED
11 KING STREET WEST
SUITE 700
TORONTO, ON, M5H 4C7

Invoice Date: September 30, 2025
Invoice Number: 408016
Our File: 008727-0101133

Re: JAKE'S HOUSE FACILITIES

FOR PROFESSIONAL SERVICES RENDERED on this matter up to and including August 31, 2025

PROFESSIONAL FEES

SUBJECT TO HST	15,687.50
SUB-TOTAL	\$15,687.50
DISBURSEMENTS	
SUBJECT TO HST	6.00
SUB-TOTAL	\$6.00
Net Total	\$15,693.50
HST at 13.00%	\$2,040.16
GRAND TOTAL	\$17,733.66

Amount payable on the current invoice	\$17,733.66
Plus outstanding invoices on this matter	\$0.00
Amount Due	\$17,733.66
Trust Balance	\$0.00

Please Remit to:

Mail To:
Chaitons LLP
5000 Yonge St,
10th Floor,
Toronto, ON, M2N 7E9
Canada

Wire Instructions:
Bank of Montreal
4841 Yonge Street
Toronto, Ontario M2N 5X2
Bank#: 001 Transit#: 24892 CC:
000124892
Swift Code (international): BOFMCAM2
Account# 24891029697
(Please Reference Invoice Number)

HST No R124110933

E. & O.E. Payment due on receipt of the account. In Accordance with the Solicitor's Act, interest will be charged on any unpaid balance at the rate of 5% per annum commencing one month after delivery of this account.

5000 Yonge Street, 10th Floor, Toronto, ON M2N 7E9 | P :416-222-8888

chaitons.com

Client: TDB ADVISORY LIMITED
Matter: JAKE'S HOUSE FACILITIES

Invoice Date: September 30, 2025
Invoice Number: 408016
Matter Number: 0101133

PROFESSIONAL FEES

Date	Initials	Description
05/28/2025	DAZ	Reviewing email sent by MCCSS regarding records; Corresponding with Receiver regarding same
05/30/2025	MWO	Receive instructions and review correspondence and documents; respond to inquiry and advise re preparation of draft Asset Purchase Agreement;
06/02/2025	DAZ	Reviewing correspondence on file to provide status update regarding receivership proceedings to H Chaiton and attending to other matters
06/04/2025	MWO	Review Receivership Order and other receivership documents; review correspondence and title documents; begin preparing draft Asset Purchase Agreement;
06/05/2025	MWO	Telephone call and correspondence re form of Asset Purchase Agreement and issues to consider for purchased assets;
06/10/2025	DAZ	Reviewing and commenting on Property Management Agreement and sending comments to Receiver
06/13/2025	DAZ	Reviewing letter sent from Unifor; Corresponding with H Chaiton and Receiver regarding same; Reviewing other matters relating to receivership proceedings
06/16/2025	DAZ	Reviewing letter from Unifor and email sent by Receiver regarding request for medical records from physician; Call with Receiver; Drafting letter responding to Unifor; Reviewing law relating to priority of claim of employees
06/17/2025	MWO	Complete review of receivership documents and correspondence; obtain and review title documents; complete preparing draft Asset Purchase Agreement; deliver copy and advise;
06/17/2025	DAZ	Reviewing letter from Unifor; Drafting responding letter to Unifor
06/18/2025	DAZ	Corresponding with H Chaiton and with Receiver regarding request for access to books and records of the debtor companies by secured creditor
06/19/2025	HGC	Telephone conference call with TDB and D. Afroz with respect to document request by MarshallZehr;
06/19/2025	DAZ	Preparing for and attending call with Receiver regarding sharing of books and records and response to Unifor; Drafting letter to Unifor and researching various issues relating to letter from Unifor
06/21/2025	DAZ	Reviewing Unifor letter regarding need to seek Court declaration for eligibility of payments under WEPP; Reviewing and analyzing WEPP; Providing response to question raised by H Chaiton
06/23/2025	DAZ	Revising letter responding to Unifor and corresponding regarding same with H Chaiton
06/24/2025	DAZ	Reviewing commentary and case law regarding collective agreements, employees and WEPP; Revising Letter; Discussing content of letter with H Chaiton
06/25/2025	DAZ	Revising responding letter to Unifor and sending to Receiver
07/07/2025	DAZ	Reviewing comments provided by Receiver regarding responding letter to Unifor; Revising letter; Corresponding with H Chaiton regarding same
07/28/2025	DAZ	Call with Receiver regarding status of file and next steps
08/14/2025	DAZ	Corresponding with Receiver; Revising Service List; Updating Records
08/29/2025	DAZ	Received email from Receiver to obtain court date for motion to increase borrowings charge; Delegated scheduling to A De Pinto; Call with H Chaiton regarding same

HST No R124110933

E. & O.E. Payment due on receipt of the account. In Accordance with the Solicitor's Act, interest will be charged on any unpaid balance at the rate of 5% per annum commencing one month after delivery of this account.

Client: TDB ADVISORY LIMITED
Matter: JAKE'S HOUSE FACILITIES

Invoice Date: September 30, 2025
Invoice Number: 408016
Matter Number: 0101133

Date Initials Description

To all matters of a general nature not more particularly referred to herein;

LAWYERS' SUMMARY:

Lawyers and legal assistants involved	Hourly Rate	Hours Billed	Total Billed
Danish Afroz	675.00	16.80	11,340.00
Harvey G. Chatton	950.00	0.30	285.00
Mark Willis-o'connor	625.00	6.50	4,062.50
Total		23.60	\$15,687.50
HST at 13.00%			\$2,039.38

DISBURSEMENTS:

Subject To HST

Description	Amount
Teraview Charges Taxable - S86	6.00
Total	\$6.00
TOTAL DISBURSEMENTS	\$6.00
HST at 13.00%	\$0.78
GRAND TOTAL	\$17,733.66

CHATTONS LLP



per: _____
Harvey Chatton

HST No R124110933

E. & O.E. Payment due on receipt of the account. In Accordance with the Solicitor's Act, interest will be charged on any unpaid balance at the rate of 5% per annum commencing one month after delivery of this account.

5000 Yonge Street, 10th Floor, Toronto, ON M2N 7E9 | P :416-222-8888

chattons.com

**THIS IS EXHIBIT "B" REFERRED TO IN THE AFFIDAVIT
OF MALEEHA ANWAR SWORN BEFORE ME THIS
19th DAY OF SEPTEMBER, 2025.**

Antonette DePinto

A Commissioner, etc.

SUMMARY

Lawyer	Year of Call	Hours Billed	Hourly Rate	Amount Billed
Harvey G. Chaiton	1982	0.30	\$950.00	\$285.00
Danish Afroz	2014	16.80	\$675.00	\$11,340.00
Mark Willis-O'Connor	2013	6.50	\$625.00	\$4,062.50
Total Hours and Amounts Billed		23.60		\$15,687.50
Average Hourly Rate			\$664.72	
Total Costs				\$6.00
Total Taxes (HST)				\$2,040.16
TOTAL				\$17,733.66

MARSHALLZEHR GROUP INC.

-and-

2301402 ONTARIO LIMITED et al

Applicant

Respondent

Court File No. CV-25-00741261-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
Proceedings commenced at Toronto

FEE AFFIDAVIT OF MALEEHA ANWAR
(SWORN SEPTEMBER 19, 2025)

CHAITONS LLP
5000 Yonge Street, 10th Floor
Toronto, ON M2N 7E9

Harvey Chatton (LSO No. 21592F)
Tel: (416) 218-1129
Email: harvey@chaitons.com

Danish Afroz (LSO No. 65786B)
Tel: (416) 218-1137
Email: dafroz@chaitons.com

Maleeha Anwar
Tel: (416) 218-1128
Email: MAnwar@chaitons.com

Lawyers for TDB Restructuring Limited, in its
capacity as Court-Appointed Receiver

TAB 3

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

THE HONOURABLE

)
)
)

, THE

DAY OF , 2025

B E T W E E N:

MARSHALLZEHR GROUP INC.

Applicant

- and -

**2301402 ONTARIO LIMITED and JAKE'S HOUSE COMMUNITY
RESIDENCES**

Respondents

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

ORDER

THIS MOTION, made by TDB Restructuring Limited (“**TDB**”), in its capacity as court-appointed receiver and manager (the “**Receiver**”) without security, of the assets, undertakings, and properties of 2301402 Ontario Limited and Jake’s House Community Residences, pursuant to subsection 243(1) of the *Bankruptcy and Insolvency Act* and section 101 of the *Courts of Justice Act* for an order, *inter alia*:

- a) validating service of the Receiver’s Notice of Motion and Motion Record;
- b) approving an increase in the amount the Receiver may borrow and the Receiver’s Borrowing Charge from \$250,000 to \$1,000,000;

- c) approving the First Report of the Receiver dated September 19, 2025 and the appendices thereto (the “**First Report**”) and the conduct and activities of the Receiver described therein;
- d) approving the fees and disbursements of the Receiver and its counsel; and
- e) approving the Receiver’s interim statement of receipts and disbursements.

was heard this day via Zoom videoconference;

ON READING the Order of Justice Dietrich dated May 14, 2025 (the “**Appointment Order**”), the Notice of Motion dated September 22, 2025, and the First Report, and on hearing the submissions of counsel for the Receiver and counsel for such other parties in attendance at the hearing, all properly served, as appears from the affidavit of service filed in connection with this motion,

SERVICE

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

CAPITALIZED TERMS

2. **THIS COURT ORDERS** that capitalized terms not defined herein, shall have the meanings ascribed thereto in the First Report or the Appointment Order, as applicable.

RECEIVER’S BORROWINGS CHARGE

3. **THIS COURT ORDERS** that the amount the Receiver may borrow and Receiver's Borrowing Charge (as defined in paragraph 21 of the Appointment Order) is hereby be increased from a principal amount of \$250,000 to a principal amount of \$1,000,000.

APPROVAL OF THE RECEIVER'S ACTIVITIES, FEES, RECEIPTS & DISBURSEMENTS

4. **THIS COURT ORDERS** that the First Report and the activities and conduct of the Receiver, as set out in the First Report, be and are hereby approved; provided, however, that only the Receiver, in its personal capacity only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.

5. **THIS COURT ORDERS** that the fees and disbursements of the Receiver and its counsel, Chaitons LLP, as set out in the First Report, the Affidavit of Jeffrey Berger sworn September 17, 2025 and the Affidavit of Maleeha Anwar sworn September 19, 2025, be and are hereby approved.

6. **THIS COURT ORDERS** that the Receiver's interim statement of receipts and disbursements for the period from May 14, 2025 to September 16, 2025, as set out in the First Report, be and is hereby approved.

GENERAL

5. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, the United States, or any other jurisdiction, 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, to grant

representative status to the Receiver in any foreign proceeding, or to assist the Receiver and its agents in carrying out the terms of this Order.

6. **THIS COURT ORDERS** that the Receiver may apply to this Court to amend, vary or supplement this Order, or for advice and directions with respect to the discharge of its powers and duties under this Order at any time.

7. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. Toronto time on the date of this Order, and this Order is enforceable without the need for entry and filing.

MARSHALLZEHR GROUP INC.

Applicant

- and

**2301402 ONTARIO LIMITED and JAKE'S HOUSE
COMMUNITY RESIDENCES**

Respondents
Court File No. CV-25-00741261-00CL

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

Proceedings commenced at TORONTO

ORDER

CHAITONS LLP
5000 Yonge Street, 10th Floor
Toronto, ON M2N 7E9

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Maleeha Anwar (LSO No. 92961B)
Tel: (416) 218-1128
Email: MAnwar@chaitons.com

**Lawyers for TDB Restructuring Limited, in its
capacity as Court-Appointed Receiver**

MARSHALLZEHR GROUP INC.
Applicant

-and-

**2301402 ONTARIO LIMITED and JAKE'S HOUSE
COMMUNITY RESIDENCES**
Respondents

Court File No. CV-24-00741261-00CL

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

PROCEEDING COMMENCED AT
TORONTO

MOTION RECORD
(returnable September 24, 2025)

CHAITONS LLP
5000 Yonge Street, 10th Floor
Toronto, Ontario M2N 7E9

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Maleeha Anwar (LSO No. 92961B)
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**Lawyers for TDB Restructuring Limited, in its
capacity as Court-Appointed Receiver**