

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

KEVIN D'AMORE

Applicant

- and -

**BANWELL DEVELOPMENT CORPORATION, 928579 ONTARIO LIMITED,
SCOTT D'AMORE, ROYAL TIMBERS INC. AND M.R. DUNN CONTRACTORS LTD.**

Respondents

APPLICATION UNDER SECTION 207 OF THE *BUSINESS CORPORATIONS
ACT*, R.S.O. 1990, C. B. 16, AS AMENDED

MOTION RECORD

(Returnable on a date to be determined by Regional Senior Justice Thomas)

March 30, 2023

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Appointed Receiver of Banwell
Development Corporation and Royal
Timbers Inc.**

**ONTARIO
SUPERIOR COURT OF JUSTICE**

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TAB 1

Court File No. CV-11-00017088-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

KEVIN D'AMORE

Applicant

- and -

**BANWELL DEVELOPMENT CORPORATION, 928579 ONTARIO LIMITED,
SCOTT D'AMORE, ROYAL TIMBERS INC. and M.R. DUNN CONTRACTORS LTD.**

Respondents

APPLICATION UNDER SECTION 207 OF THE *BUSINESS CORPORATIONS
ACT*, R.S.O. 1990, C. B. 16, AS AMENDED

**NOTICE OF MOTION
(Discharge of Receiver)
(Returnable on a date to be determined by Regional Senior Justice Thomas)**

BDO CANADA LIMITED ("**BDO Canada**"), in its capacity as court-appointed receiver (the "**Receiver**") of the assets, undertakings and properties of Banwell Development Corporation ("**Banwell**") and Royal Timbers Inc. ("**Royal Timbers**" and together with Banwell, the "**Companies**") pursuant to the Order of Mr. Justice Thomas dated June 5, 2013 (the "**Appointment Order**"), will make a motion to Regional Senior Justice Thomas to be heard on a date to be determined by Regional Senior Justice Thomas.

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

- In writing under subrule 37.12.1(1) because it is unopposed
- In writing as an opposed motion under subrule 37.12.1(4)
- In person

By telephone conference

By video conference

at the following location:

Zoom video conference link to be advised by the Court if an attendance is necessary.

THE MOTION IS FOR:

1. An Order substantially in the form of the draft Order at Tab 2 of the Receiver's motion record:
 - (a) to the extent necessary, abridging or waiving the time for service and filing of the Motion Record, validating the method of service, and dispensing with further service so that this motion is properly returnable on the date to be fixed by Regional Senior Justice Thomas.
 - (b) approving the Fourteenth Report to the Court of the Receiver dated March 30, 2023 (the "**Report**") and the activities and actions of the Receiver described therein;
 - (c) approving the Receiver's Statement of Receipts and Disbursements for each of Banwell and Royal Timbers for the period June 5, 2013 to January 31, 2023 (the "**Banwell Statement of Receipts and Disbursements**" and the "**Royal Timbers Statement of Receipts and Disbursements**" respectively);
 - (d) approving the professional fees and disbursements of the Receiver and its legal counsel (the "**Professional Fees**");

- (e) subject to the payment of the Professional Fees and other residual costs and expenses incurred in the administration of the receivership estate, approving and authorizing the distribution of the balance of the funds held by the Receiver to the known unsecured creditors of Banwell, on a pro rata basis, as set forth in section 7.6 of the Report; and
- (f) subject to the Receiver completing its administration of the receivership estate as described in the Report and filing a certificate of completion with the Court, discharging the Receiver as the receiver of the assets, undertakings and properties of the Companies and releasing BDO Canada from any and all liability, save and except for any gross negligence or wilful misconduct on the Receiver's part.

THE GROUNDS FOR THE MOTION ARE:

Background

1. By the Appointment Order, as amended, BDO Canada was appointed as Receiver, without security, of the assets, undertakings and properties (the "**Property**") of the Companies pursuant to sections 248(3)(b) and 209 of the *Business Corporations Act* and section 101 of the *Courts of Justice Act*; and
2. The Receiver has completed the realization of the Property as contemplated by the Appointment Order.

Approval of the Fourteenth Report, the Receiver's Activities and the Statements of Receipts and Disbursements

3. The Receiver has filed with the Court fourteen reports on its activities and actions during the course of the receivership;

4. The Receiver has carried out its duties and responsibilities in accordance with the terms of the Appointment Order;
5. The Receiver seeks approval of the Fourteenth Report and the Receiver's activities detailed therein;
6. The particulars of the receipts and disbursements are reflected in the Banwell Statement of Receipts and Disbursements and the Royal Timbers Statement of Receipts and Disbursements as detailed in the Fourteenth Report;

Approval of Professional Fees

7. Pursuant to paragraph 19 of the Appointment Order, the Receiver and counsel to the Receiver were granted a first charge on the Property as security for the Professional Fees, both before and after the making of the Appointment Order;
8. Pursuant to paragraph 20 of the Appointment Order, the accounts of the Receiver and its legal counsel must be passed from time to time by a judge of the Ontario Superior Court of Justice;
9. The Receiver and its legal counsel have maintained detailed records of the Professional Fees;
10. It is the Receiver's opinion that the Professional Fees are fair and reasonable and justified in the circumstances and accurately reflect the work performed by the Receiver and its legal counsel in connection with these receivership proceedings;

Distribution

11. By previous orders made in this proceeding, the claims of the secured creditors of the Companies and the claims of the unsecured creditors of Royal Timbers were authorized to be paid by the Receiver. Those claims have been paid in full. Subject to the payment of the remaining Professional Fees, the Receiver is currently holding approximately \$305,000 in the estate account for the Banwell receivership. The claims of the known unsecured creditors of Banwell total approximately \$1,950,000. The Receiver proposes to distribute the remaining funds, together with any further funds that may be received, to those creditors on a pro rata basis, as follows:

<u>Creditor</u>	<u>Claim</u>	<u>Distribution</u>
Hadi Homes Inc.	\$ 34,500.00	\$ 5,390.18
Hadi Custom Homes Inc.	\$ 27,000.00	\$ 4,218.40
KDM Inc.	\$ 15,000.00	\$ 2,343.56
Southridge Investments Limited	\$ 10,000.00	\$ 1,562.37
Affleck Green McMurtry LLP	\$ 19,691.30	\$ 3,076.51
Estate of Patrick D'Amore	\$865,500.00	\$135,223.28
D'Amore Construction (2000) Ltd.	\$976,825.45	\$152,616.46

Discharge of Receiver

12. All known assets of the Companies have been realized upon by the Receiver. Subject to the distribution of the remaining funds to the Banwell unsecured creditors and completing other residual and/or administrative matters as set out in the Report, the administration of the receivership is complete and it is

appropriate that BDO Canada be discharged as Receiver and released from any further liability.

Other

13. Appointment Order;
14. Rules 3, 4, 6, 11 and 13 of the *Bankruptcy and Insolvency General Rules*;
15. Rules 1.04, 1.05, 2.03, 3.02(1), 16 and 37 of the *Ontario Rules of Civil Procedure*; and
16. Such other grounds as counsel may advise and this Honourable Court may permit.

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

1. The Fourteenth Report;
2. The fee affidavit of Stephen N. Cherniak sworn March 13, 2023 and the exhibits attached thereto;
3. The fee affidavit of Michael Prosia sworn March 30, 2023 and the exhibits attached thereto;
4. All other pleadings and materials previously filed in these proceedings; and
5. Such further and other evidence as counsel may advise and this Honourable Court may permit.

March 30, 2023

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Royal Timbers Inc.

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as Represented by The Ministry of Finance**

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KEVIN D'AMORE

and

BANWELL DEVELOPMENT CORPORATION,
et al.

Court File No: CV-11-00017088-0000

Applicant

Respondents

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at WINDSOR

**NOTICE OF MOTION
(RETURNABLE ON A DATE TO BE
DETERMINED BY REGIONAL SENIOR
JUSTICE THOMAS)**

MILLER THOMSON LLP

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**Lawyers for BDO Canada Limited,
the Court-Appointed Receiver of
Banwell Development Corporation and
Royal Timbers Inc.**

TAB 2

Court File No. CV-11-00017088-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE REGIONAL)	_____ DAY, THE ____ DAY
SENIOR JUSTICE THOMAS)	
)	OF APRIL, 2023

B E T W E E N:

KEVIN D'AMORE

Applicant

- and -

**BANWELL DEVELOPMENT CORPORATION, 928579 ONTARIO LIMITED,
SCOTT D'AMORE, ROYAL TIMBERS INC. and M.R. DUNN CONTRACTORS LTD.**

Respondents

APPLICATION UNDER SECTION 207 OF THE BUSINESS CORPORATIONS
ACT, R.S.O. 1990, C. B. 16, AS AMENDED

ORDER

THIS MOTION, made by BDO Canada Limited ("**BDO Canada**"), in its capacity as Court-appointed receiver (the "**Receiver**") of the assets, undertakings and properties of Banwell Development Corporation and Royal Timbers Inc. (the "**Debtors**") pursuant to the Order of The Honourable Mr. Justice Thomas dated June 5, 2013, as amended, for and order, among other things: (a) approving the activities of the Receiver as set out in the Fourteenth Report of the Receiver dated March 30, 2023 (the "**Fourteenth Report**"); (b) approving the Receiver's statement of receipts and disbursements; (c) approving the fees and disbursements of the Receiver and its counsel as set out in the

Fourteenth Report; (d) approving the distribution of the remaining funds to the unsecured creditors of Banwell Development Corporation; and (e) discharging BDO Canada as Receiver of the assets, undertakings and properties of the Debtors, was heard this day in writing.

ON READING the Fourteenth Report and upon being advised that the no one on the Service List for the motion has advised of any opposition to the motion although duly served as appears from the affidavits of service, filed:

1. THIS COURT ORDERS that the time for service of the motion record is hereby abridged and validated as necessary and hereby dispenses with further service thereof so that this motion is properly returnable today.
2. THIS COURT ORDERS that Fourteenth Report and the activities of the Receiver as set out therein are hereby approved, provided that only the Receiver, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way the approval of the Fourteenth Report and the activities of the Receiver as set out therein.
3. THIS COURT ORDERS that the Receiver's Statements of Receipts and Disbursements for the Debtors for the period June 5, 2013 to January 31, 2023, attached as Appendices F and G to the Report, are hereby approved.
4. THIS COURT ORDERS that the professional fees and disbursements of the Receiver and its legal counsel as set out in the Fourteenth Report and the fee affidavits attached as Appendices I and J to the Fourteenth Report are hereby approved.

5. THIS COURT ORDERS that the Receiver is authorized to make the following distributions to the unsecured creditors (the “**Unsecured Creditors**”) of Banwell Development Corporation:
 - (a) \$5,390.18 to Hadi Homes Inc.;
 - (b) \$4,218.40 to Hadi Custom Homes Inc.;
 - (c) \$2,343.56 to KDM Inc.;
 - (d) \$1,562.37 to Southridge Investments Limited;
 - (e) \$3,076.51 to Affleck Green McMurtry LLP;
 - (f) \$135,223.28 to the estate of Patrick D’Amore; and
 - (g) \$152,616.46 to D’Amore Construction (2000) Ltd.

6. THIS COURT ORDERS that the Receiver is authorized to distribute any additional funds which may hereafter be received by the Receiver to the Unsecured Creditors, *pro rata*, up to the amount of their respective claims as set forth in the Fourteenth Report.

7. THIS COURT ORDERS that upon the Receiver filing a certificate (the “**Discharge Certificate**”) certifying that it has completed the administration of the receivership estate, including the matters listed in paragraph 8.2 of the Fourteenth Report, the Receiver shall be and is hereby discharged as Receiver of the assets, undertakings and properties of the Debtors, provided however that notwithstanding its discharge herein (a) the Receiver shall remain Receiver for the performance of such incidental duties as may be required to complete the administration of the receivership herein, and (b) the Receiver shall continue to have the benefit of the provisions of all Orders made in this proceeding, including

all approvals, protections and stays of proceedings in favour of BDO Canada in its capacity as Receiver

8. THIS COURT ORDERS AND DECLARES that upon the filing of the Discharge Certificate, BDO Canada shall be and is hereby released and discharged from any and all liability that BDO Canada now has or may hereafter have by reason of, or in any way arising out of, the acts or omissions of BDO Canada while acting in its capacity as Receiver herein, save and except for any gross negligence or willful misconduct on the Receiver's part. Without limiting the generality of the foregoing, BDO Canada is hereby forever released and discharged from any and all liability relating to matters that were raised, or which could have been raised, in the within receivership proceedings, save and except for any gross negligence or willful misconduct on the Receiver's part.

Justice, Ontario Superior Court of Justice

KEVIN D'AMORE

and

BANWELL DEVELOPMENT CORPORATION,
928579 ONTARIO LIMITED, SCOTT D'AMORE,
ROYAL TIMBERS INC. and M.R. DUNN
CONTRACTORS LTD.

Court File No: CV-11-00017088-0000

Applicant

Respondents

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at WINDSOR

ORDER**MILLER THOMSON LLP**One London Place
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Receiver of Banwell Development
Corporation and Royal Timbers Inc.**

TAB 3

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

KEVIN D'AMORE

Applicant

- and -

**BANWELL DEVELOPMENT CORPORATION, 928579 ONTARIO LIMITED, SCOTT
D'AMORE, ROYAL TIMBERS INC. AND M.R. DUNN CONTRACTORS LTD.
Respondents**

**APPLICATION UNDER SECTION 207 OF THE *BUSINESS CORPORATIONS*
ACT, R.S.O. 1990, C. B. 16, AS AMENDED**

**FOURTEENTH REPORT TO THE COURT SUBMITTED BY BDO CANADA LIMITED,
AS RECEIVER OF BANWELL DEVELOPMENT CORPORATION
AND ROYAL TIMBERS INC.**

March 30, 2023

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Appendices

- Appendix A** - Appointment Order dated June 5, 2013
- Appendix B** - Thirteenth Report of the Receiver dated February 5, 2021 (without appendices)
- Appendix C** - Supplementary Report to the Thirteenth Report of the Receiver dated March 22, 2021 (without appendices)
- Appendix D** - Banwell Road Parcels 5-10 Approval and Vesting Order dated April 8, 2021
- Appendix E** - Royal Timbers Distribution Order dated April 8, 2021
- Appendix F** - Statement of Receipts and Disbursements – Banwell
- Appendix G** - Statement of Receipts and Disbursements – Royal Timbers
- Appendix H** - Statement of Receipts and Disbursements – Real Ranchs
- Appendix I** - Fee affidavit of Stephen N. Cherniak for accounts of BDO Canada Limited sworn March 13, 2023
- Appendix J** - Fee affidavit of Michael Prosia for the accounts of Miller Thomson LLP sworn March 30, 2023

1. Introduction and Background

1.1 Introduction

1.1.1 This report is submitted by BDO Canada Limited, in its capacity as Receiver (“**BDO**” or the “**Receiver**”) of all assets, undertakings and properties (the “**Property**”) of Banwell Development Corporation (“**Banwell**”) and Royal Timbers Inc. (“**Royal Timbers**” and collectively with Banwell, the “**Companies**”).

1.1.2 Upon application of Bank of Montreal (“**BMO**”), BDO was appointed as Receiver by the Order of Mr. Justice Thomas dated June 5, 2013 (the “**Appointment Order**”). A copy of the Appointment Order is attached as **Appendix A** to this report.

1.2 Background

1.2.1 At all material times, the Companies were engaged in the development of the lands located just west of Banwell Road in the City of Windsor, Ontario (the “**Lands**”). Banwell developed and sold that part of the Lands comprised of residential building lots in what is known as the Royal Timbers Subdivision (the “**Royal Timbers Subdivision**”) and Royal Timbers developed the commercial portion of the Lands, including the construction and subsequent leasing of a commercial plaza located at the southwest corner of the Lands at the junction of Banwell Road and Wildwood Drive, Windsor, Ontario (the “**Commercial Plaza**”).

1.2.2 Banwell was originally a joint venture between Mr. Murray Troup (“**Troup**”) and Mr. Patrick D’Amore (“**D’Amore**”), with ownership held equally by Troup, through his holding company, 928579 Ontario Limited, and D’Amore, as trustee for his sons Kevin D’Amore (“**Kevin**”) and Scott D’Amore (“**Scott**”), as beneficiaries. In August 2011, D’Amore passed away resulting in D’Amore’s 50% shareholding in Banwell vesting equally in each of Kevin and Scott.

1.2.3 Royal Timbers is the wholly-owned subsidiary of Banwell.

1.2.4 Since its appointment on June 5, 2013, the Receiver has undertaken various activities, including, without limitation, the sale of the Commercial Plaza, the sale

of the vacant commercial lands and the sale of numerous residential building lots in the Royal Timbers Subdivision. A number of reports have been filed by the Receiver in these proceedings wherein these activities and transactions are described in greater detail. Mr. Justice Thomas has made several Orders since the commencement of proceedings including, but not limited to the Orders described in the following paragraphs.

- 1.2.5 By Order dated July 23, 2013, as amended by Order dated December 2, 2013, Mr. Justice Thomas prospectively approved the sales transactions in respect of each of the remaining lots in the Royal Timbers Subdivision and prospectively vested all of Banwell's right, title and interest in and to the lots subject to certain conditions and restrictions.
- 1.2.6 By Order dated December 13, 2013, Mr. Justice Thomas, among other things, approved the sale of the Commercial Plaza and the vesting all of Royal Timbers' right, title and interest in the Commercial Plaza in Avila Investments Limited.
- 1.2.7 By Order dated January 27, 2014, Mr. Justice Thomas, among other things, authorized the Receiver to pay \$1,917,494.69, plus per diem interest and legal costs from January 20, 2014 to the date of payment in full and final satisfaction of all claims of BMO against Royal Timbers.
- 1.2.8 Under the terms of the Appointment Order, the Receiver's mandate was to refinance or realize upon the Property as may be required to repay the debts owing by the Companies to BMO and to pay the realty taxes owing upon the Property. In Reasons dated June 10, 2014, Mr. Justice Thomas made an order expanding the Receiver's mandate and ordered a full receivership of the Companies.
- 1.2.9 By Order dated March 3, 2015 Mr. Justice Thomas, among other things, approved the sale process and power of sale transactions for 22 lots (the "**Real Ranchs' Lots**") owned by Real Ranchs Inc. of which Banwell was the mortgagee and approved the sale of the commercial lot municipally known as 3990 Wildwood Drive, Windsor ("**Block 200**") to 838605 Ontario Limited.

- 1.2.10 The Order dated March 3, 2015 also authorized the Receiver to pay BMO the full amount of Banwell's indebtedness to BMO when such funds were available to the Receiver.
- 1.2.11 By Order dated June 24, 2015, Mr. Justice Thomas approved the sale of the Royal Timbers Subdivision lands comprised by Lots 103-106, Block 121 and Block 122 Plan 12M-533, Windsor (the "**Phase 3 Lands**") to Hadi Custom Homes Inc. ("**Hadi**").
- 1.2.12 By further Order dated June 24, 2015 (the "**Simba Distribution Order**"), Mr. Justice Thomas approved the distribution to Simba Group Developments Limited ("**Simba**") and the Estate of Patrick D'Amore ("**D'Amore Estate**") of the amounts secured by the Simba and D'Amore Estate mortgages as and when funds were available to the Receiver provided that prior to making such distribution written notice was provided to the Service List.
- 1.2.13 By Order dated October 6, 2015 Mr. Justice Thomas approved the sale of certain one foot reserve blocks over the Phase 3 Lands to Hadi.
- 1.2.14 By Order dated March 27, 2017, Mr. Justice Thomas approved the sale of the commercial lots owned by Banwell being Part Lots 142 & 143, Concession 1 (McNiff's), Designated as Parts 22, 23, 25, 27 on Reference Plan 12R-21671 and Part 1 on Reference Plan 12R-22066, Except Plan 12M-546; City of Windsor, Essex County (the "**Tecumseh Lands**") to Goodwill Industries – Essex Kent Lambton Inc.
- 1.2.15 By Order dated May 29, 2017 (the "**Simba Mortgages and D'Amore Advances Order**"), Mr. Justice Thomas, among other things, approved the schedule prepared by the Receiver, and included as Appendix F to the Tenth Report of the Receiver, as the basis for future payments to be made by the Receiver under the Simba and D'Amore Estate mortgages, and declared that that the \$871,000 advanced to the Companies during 2009 by D'Amore is properly repayable to the D'Amore Estate.

- 1.2.16 By Order dated February 13, 2018 Mr. Justice Thomas approved the sale of the commercial lot owned by Royal Timbers located at 3155 Banwell Road, being Part Lot 143 Con 2 (PT Old Banwell Road closed by LT336126) designated as Parts 9 & 12 PL 12R19305 subject to easement over Parts 9 & 12 PL 12R19305 as in LT336127, together with row over Parts 8 & 11 PL 12R19305 as in LT 387015; Part Lot 144 Con 2 designated as Parts 3 & 6 PL 12R19305, subject to easement over Part 3 PL 12R19305 as in R1541523, together with right over Parts 2, 5, 8 & 11 PL 12R19305 as in R1539706; subject to and together with an easement as in CE267537; City of Windsor, Essex County ("**3155 Banwell Road**") to Taplane Inc.
- 1.2.17 By Order dated June 18, 2019 Mr. Justice Thomas approved the sale of 4 commercial lots owned by Royal Timbers, fronting on Banwell Road, being Part of lots 143 & 144 Concession 1, designated as Parts 1, 2, 3, 4, 11, 12, 13, 14, 15, 26, 27, 28, 29 and 30, Plan 12R-27789, being part of PIN 01566-0979 (LT); LRO #12 ("the "**Banwell Road Parcels 1-4**") to Banwell Gardens Care Centre Facility Inc. ("**Banwell Gardens**").
- 1.2.18 The Receiver submitted a Thirteenth Report to the Court dated February 5, 2021 (the "**Thirteenth Report**") and a Supplementary Report to the Thirteenth Report dated March 5, 2021 (the "**Thirteenth Report Supplement**") in support of a motion for, among other things, an Order approving the sale of 6 commercial lots owned by Royal Timbers being Part of lots 143 & 144 Concession 1, designated as Parts 5, 6, 7, 8, 9, 10, 16, 17, 18, 19, 20, 21, 22, 23, 25, 32, 33, 34, 35, 36, 37, 38, 41 and 42, Plan 12R-27789 (PIN 01566-1012 (LT), PIN 01566-1013 (LT), PIN 01566-1014 (LT), PIN 01566-1015 (LT), PIN 01566-1016 (LT), 01566-1017 (LT)), LRO #12 ("**Banwell Road Parcels 5-10**") to 2186234 Ontario Limited ("**2186234 Ontario**"). A copy of the Thirteenth Report (without appendices) and Thirteenth Report Supplement are attached as **Appendix B** and **Appendix C** respectively.
- 1.2.19 The motion of the Receiver also sought an Order authorizing a distribution to the unsecured creditors of Royal Timbers in full satisfaction of their claims, following the completion of the sale of Banwell Road Parcels 5-10.

- 1.2.20 By Order dated April 8, 2021, Mr. Justice Thomas approved the sale of Banwell Road Parcels 5-10 to 2186234 Ontario (the “**Banwell Road Parcels 5-10 Approval and Vesting Order**”). The Banwell Road Parcels 5-10 Approval and Vesting Order is attached hereto as **Appendix D**.
- 1.2.21 By further Order dated April 8, 2021, Mr. Justice Thomas approved the distribution of funds to the unsecured creditors of Royal Timbers (the “**Royal Timbers Distribution Order**”). The Royal Timbers Distribution Order is attached as **Appendix E**. All known claims against Royal Timbers have now been satisfied.
- 1.2.22 The Receiver has now received all funds that were held back upon the completion of the sales of Banwell Road Commercial Parcels 1-4 and Banwell Road Commercial Parcels 5–10, as discussed in Section 4 of this Fourteenth Report. The realization of the assets of Banwell and Royal Timbers by the Receiver has been completed. The Receiver is presently holding net receipts from all sources of approximately \$374,500 in its Banwell account and wishes to make a final distribution of all remaining funds and to be discharged as receiver.

2. Terms of Reference

- 2.1 In preparing this, the Receiver's Fourteenth Report, the Receiver has relied upon unaudited and draft, internal financial information obtained from the Companies' books and records and discussions with former management and staff (the "**Information**"). The Receiver has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of the Information and expresses no opinion, or other form of assurance, in respect of the Information.

3. Purpose of The Receiver's Fourteenth Report

3.1 This constitutes the Receiver's Fourteenth Report to the Court (the "**Fourteenth Report**") in this matter and is filed:

- (a) To provide this Court with information on:
 - (i) the Receiver's activities since the date of the Thirteenth Report;
- (b) In support of an order of the Court:
 - (i) approving the Fourteenth Report and the activities of the Receiver described therein;
 - (ii) approving the Receiver's Statement of Receipts and Disbursements for each of Banwell and Royal Timbers for the period June 5, 2013 to January 31, 2023 (the "**Banwell Statement of Receipts and Disbursements**" and the "**Royal Timbers Statement of Receipts and Disbursements**" respectively);
 - (iii) approving the professional fees and disbursements of BDO as Receiver ("**BDO Fees**");
 - (iv) approving the professional fees and disbursements of Miller Thomson LLP ("**MT**"), counsel to the Receiver ("**MT Fees**" and collectively with the BDO Fees, the "**Professional Fees**"); and
 - (v) Approving and authorizing the distribution of the balance of funds held by the Receiver, less a holdback, as follows:
 - (A) to pay the unpaid Professional fees
 - (B) \$5,390.18 to Hadi Homes Inc.;
 - (C) \$4,218.40 to Hadi Custom Homes Inc.;
 - (D) \$2,343.56 to KDM Inc.;
 - (E) \$1,562.37 to Southridge Investments Limited;
 - (F) \$3,076.51 to Affleck Greene McMurtry LLP;

- (G) \$135,223.28 to the Estate of Patrick D'Amore; and
 - (H) \$152,616.46 to D'Amore Construction (2000) Inc
- (vi) upon the filing of a certificate by the Receiver certifying the substantive completion of the receivership, discharging BDO as Receiver and releasing BDO from any and all liability

4. Receiver's Activities

- 4.1 In its Thirteenth Report the Receiver reported to the Court on its activities through June 5, 2019.
- 4.2 In this the Fourteenth Report, the Receiver reports on its activities since the date of the Thirteenth Report.

Royal Timbers subdivision

Stormwater management pond

- 4.3 Sections 4.4 through 4.16 of the Thirteenth Report provided a detailed chronology of the Receiver's completion of Phase 2 and Phase 4 of the Royal Timbers subdivision, and issues in the assumption of the subdivision by the City of Windsor (the "**City**") due to the City's insistence that certain costly modifications be undertaken to a stormwater management pond (the "**Pond**") located within Phase 2.
- 4.4 The Receiver's position on this issue was communicated to the City on November 25, 2020 and is extracted from the Thirteenth Report below:
- (a) *The Receiver has no obligation to complete the work required by the City. The Receiver is not the 'owner' of the Royal Timbers subdivision, is not a party to the subdivision agreement and has no obligation to perform contracts to which Banwell is a party (the Appointment Order provides that the Receiver is not obligated to perform contracts of the Companies);*
 - (b) *The obligation to complete the work (if there is one) rests solely with Banwell as the owner and the party to the subdivision agreement with the City;*
 - (c) *If the work is not completed, the City has a potential unsecured claim against Banwell for breach of the subdivision agreement. There will not be sufficient funds available in the Banwell receivership to complete the work required by the City and to fully satisfy the claims of Banwell's creditors. By completing the work, the Receiver would be giving the City a preference over the claims of other Banwell unsecured creditors to which the City is not entitled;*

(d) *The Receiver was prepared to complete a reduced scope of work at an approximate cost of \$70,000 which would increase the Pond's storage capacity by approximately 1,000 cubic metres, or 13%. Upon completion of this work the Receiver would expect Phases 2 and 4 of the subdivision to be fully assumed by the City.*

- 4.5 As noted in Section 5.22 of the Thirteenth Report Supplement, the City accepted the Receiver's proposal. On March 25, 2021, the Receiver and the City entered into a written agreement whereby the Receiver would carry out the proposed reduced scope of work to increase the Pond's capacity, and upon completion of the work Phases 2 and 4 of the subdivision would be fully assumed.
- 4.6 In August 2021 the Receiver obtained three quotations for the project, all of which significantly exceeded the preliminary estimate prepared by the Receiver's consulting engineer RC Spencer Associates Inc. ("**Spencer**") in 2020. The Receiver selected Siefco of Essex, Ontario ("**Siefco**") as the contractor. Siefco completed the remedial work to the Pond in October 2021, at a total final cost of \$210,950, including certain extras required by the City, but excluding the fees of Spencer.
- 4.7 On January 18, 2022, the City advised the Receiver in writing that the municipal works located within Phase 2 and Phase 4 of the Royal Timbers subdivision were assumed by City By-law 186-2021, passed on December 20, 2021.
- 4.8 On January 21, 2022, the City advised BMO that remaining Letters of Credit over Phases 2 and 4 of the subdivision in the amounts of \$225,000 and \$75,000 respectively were no longer required and could be cancelled.
- 4.9 On June 22, 2022 the Receiver's legal counsel and the City completed the conveyance of the parcel of land on which the Pond is located from Banwell to the City.

Other Letters of Credit

- 4.10 In addition to the Letters of Credit in favour of the City, in 2004 Banwell provided a Letter of Credit in favour of Windsor Utilities Commission, in the amount of

\$11,194.50 (the "**WUC L/C**"), on which the Receiver continued to pay annual fees to BMO.

- 4.11 The Receiver was unable to determine the origin of the WUC L/C, or whether it was still required, and in March 2021 BMO cancelled the Letter of Credit.

Robinet Road Services Cost Sharing

- 4.12 The Tenth Report of the Receiver outlined the arrangements under which Robinet Road property owners bordering on the Royal Timbers subdivision (the "**Robinet Homeowners**") would reimburse Banwell for a portion of the cost of installing services at the rear of their lots, thus making the rear half of their lots suitable for severance.

- 4.13 As outlined in the Thirteenth Report, all arrangements related to Phase 2 of the Royal Timbers subdivision and payments to the Receiver by the Robinet Homeowners and the City were completed.

- 4.14 At the time of the Thirteenth Report the Receiver had accepted the Phase 4 cost sharing calculations by the City in the amount of \$106,296.45, excluding HST, and received payments made by Robinet Homeowners to the City in the amount of \$66,632.09, with a further payment to be received directly from the City, upon City of Windsor Council approval.

- 4.15 On August 19, 2021 the City remitted payment to the Receiver of \$48,192.43, including interest and adjustments. The Receiver has released all the Phase 4 Reserve Blocks in favour of Banwell for these properties and conveyed them to the City.

Lot buyer security deposits

- 4.16 As outlined in The Thirteenth Report, no residential building lots in the Royal Timbers subdivision remain unsold. On Phase 2 and Phase 4 lots sold by the Receiver between 2013 and 2016 the terms of the Agreement of Purchase and Sale included payment by the purchaser of a security deposit of \$1,500 per single lot, or other negotiated amount on multiple lot transactions, as security for the performance of the

Purchaser's obligations under the agreement, including applying the security deposit to costs for restoration or damages or caused by the Purchaser (the "**Post-Security Deposits**").

- 4.17 With the Royal Timbers subdivision having been fully assumed by the City in 2022, the Receiver was now able to refund Post-Security Deposits, net of any adjustments. In January 2023 the Receiver issued cheques totalling \$97,750 to five parties who had purchased lots from the Receiver. The letter that accompanied these payments requested that any disagreement with the Receiver's calculations be brought to the Receiver's attention within 30 days of the letter, after which time the payment would be considered as full satisfaction of the Receiver's liability for security deposits received. No objections were raised and all cheques have cleared the Receiver's bank account.
- 4.18 Purchasers of lots prior to the appointment of the Receiver paid security deposits (the "**Pre-Security Deposits**") that were not held in trust or segregated from the general funds of Banwell. Accordingly, the Pre-Security Deposits are unsecured claims against the assets of Banwell.
- 4.19 The Receiver undertook a claims process to identify Pre-Security Deposit creditors and the amount of their claims. At the time of its appointment the Receiver obtained information on prior lot sales from the Companies' records and Banwell's legal counsel. On August 10, 2021 the Receiver contacted 9 parties by regular mail or email advising of the claims process and claims bar date of September 30, 2021. In addition the Receiver placed notice of the claims process in the Windsor Star on August 12, 2021.
- 4.20 Claims were admitted from 4 parties, as set out below, and are included in the proposed final distribution of the Receiver.

Creditor	Admitted claim (\$)
Hadi Homes Inc.	34,500.00
Hadi Custom Homes Inc.	27,000.00
KDM Inc.	15,000.00
Southridge Investments Ltd.	10,000.00

Commercial Lands

Background

- 4.21 The Thirteenth Report provided a detailed history of the Receiver's efforts to sell the approximately 9.64 acres of remaining commercial development land owned by Royal Timbers that are located on the west side of Banwell Road, north of Blocks 100 and 200 and south of 3155 Banwell (the "**Banwell Road Commercial Lands**"), including discussion of the lengthy process to revise and reconfigure the Banwell Road Commercial Lands to make them more marketable.
- 4.22 The signalized intersection at the corner of Banwell Road and Palmetto Street (the "**Palmetto Intersection**") will control traffic from Banwell Road east to Palmetto Street and west to an internal driveway (the "**Palmetto Driveway**") that will provide northerly ingress and egress to the Banwell Road Commercial Lands. As outlined in the Twelfth Report, under a cost sharing agreement dated November 15, 2004 between Banwell, the City and two other developers in the Banwell Road corridor, Banwell is responsible for 50% of the costs to construct the Palmetto Intersection. The Receiver previously paid Banwell/Royal Timbers proportionate share to the City in the amount of \$324,157.

Banwell Road Parcels 1-4 and 5-10

- 4.23 The Banwell Road Parcels 5-10 Transaction was completed on April 23, 2021. As a condition of closing, the Receiver and the purchaser, 2186234 Ontario, entered into an Undertaking and Holdback Agreement and Amended Undertaking and Holdback Agreement whereby the sum of \$300,000 would be held in escrow by the purchaser's legal counsel pending the completion of certain outstanding matters by the Receiver. The outstanding matters included the completion of the Palmetto Driveway, obtaining a water tap permit required by the City and fulfilling all permit and inspection requirements that were the subject of an Order to Comply issued by the City on April 13, 2021.
- 4.24 Block 123, 12M-533, Designated as Part 27 Plan 12R-22842, subject to several easements and being PIN 1566-0686 (LT), ("**Block 123**") is a vacant residential lot

located within Phase 2 of the Royal Timbers subdivision. Block 123 fronts onto Troup Crescent and backs onto the commercial lands within Banwell Road Commercial Parcels 5-10. Municipal services run through Block 123 and as a result the lot was not previously sold and developed. The Receiver determined it would not be feasible to sell Block 123 as a building lot. However, Block 123 could serve as potential future pedestrian access from the Royal Timbers subdivision to Banwell Road Commercial Parcels 5-10. The Receiver entered into an Agreement of Purchase and Sale with 2186234 Ontario in respect of Block 123 for nominal consideration, with 2186234 Ontario to pay the Receiver's legal fees in connection with the transaction. The sale of Block 123 to 2186234 Ontario was completed on June 13, 2022.

- 4.25 As outlined in Section 4.29 of the Thirteenth Report, on the completion of the sale of Banwell Road Parcels 1-4 the sum of \$107,055 was subject to an Undertaking and Holdback Agreement, and held in Trust with MT. The funds were to be disbursed to the Receiver upon completion of servicing of the Banwell Commercial Lands, including extending sewers north to Banwell Road Parcels 1-4, constructing an internal roadway within the Banwell Road Commercial Lands and completing the Palmetto Driveway.
- 4.26 The Receiver engaged Shearock Construction Group Inc. ("**Shearock**") to complete the Palmetto Driveway. Shearock was also the City's contractor for ongoing Banwell Road improvements. In October 2022 Shearock completed the Palmetto Driveway to City standards, which will be integrated with the Palmetto Intersection.
- 4.27 The Receiver subsequently obtained a certification letter from Spencer, and provided the certification and other documentation to MT and 2186234 Ontario's legal counsel, to confirm completion of the outstanding matters for Banwell Road Parcels 1-4 and Banwell Road Parcels 5-10 respectively. The full amount of the holdback funds, totalling \$407,055, were received by the Receiver.

Part 24

- 4.28 The land comprised by Part of lots 143 & 144 Concession 1, designated as Part 24 on Plan 12R-27789, being part of PIN 01566-0979 (LT); LRO #12 ("**Part 24**") is a

sliver of land of approximately 455 square meters that encroaches on the most southerly portion of the Banwell Road Commercial Lands.

- 4.29 By Order dated June 18, 2019 (the "**Part 24 AVO**"), Mr. Justice Thomas approved the Agreement of Purchase and Sale between the Receiver, as vendor, and 2248144 Ontario Limited ("**2248144 Ontario**"), as purchaser, in respect of Part 24, the transfer of Part 24 to 2248144 Ontario (the "**Part 24 Transaction**") and vesting in 2248144 Ontario all of Royal Timbers' right, title and interest in Part 24 free and clear of any and all claims and encumbrances, other than permitted encumbrances. Due to issues with the Land Registry Office, and as outlined in the Thirteenth Report, the Part 24 Transaction had not been completed at that time. The Receiver sought an amended Part 24 AVO (the "**Amended Part 24 AVO**"), which was granted by Mr. Justice Thomas on April 8, 2021. The Part 24 Transaction was completed on August 10, 2021.

Other Matters

- 4.30 The Receiver continues to work with the Companies' external accountants, Grant Thornton LLP, formerly Hyatt Lassaline LLP ("**GT**") in preparing annual financial statements for each of the Companies. Since the Thirteenth Report, financial statements were prepared, and income tax returns filed, for the fiscal years ended May 31, 2021 and May 31, 2022. The Receiver also engaged GT for advice with respect to options regarding debt forgiveness rules and intercompany loans.
- 4.31 Within this Fourteenth Report the Receiver is seeking its discharge, which would be effective after the completion of financial statements and income tax returns for the fiscal year ended May 31, 2023.

5. Statement of Receipts and Disbursements of the Receiver

- 5.1 The Receiver maintains a bank account with BMO in London, Ontario for each of Banwell and Royal Timbers. The Real Ranchs Trust Account with BMO was closed and the remaining balance credited to the Banwell account on December 17, 2019. Attached as **Appendix F, Appendix G and Appendix H** respectively, are the Banwell Statement of Receipts and Disbursements, Royal Timbers Statement of Receipts and Disbursements and Real Ranchs Trust Account Statement of Receipts and Disbursements.
- 5.2 Details of activity in the Real Ranchs Trust Account were provided in the Eleventh, Twelfth and Thirteenth Reports of the Receiver. The Real Ranchs Trust Account was approved by the Ancillary Order of Mr. Justice Thomas dated April 8, 2021.
- 5.3 Details of the Receiver's Banwell and Royal Timbers receipts and disbursements for the period June 5, 2013 to January 31, 2023 are as follows:
- 5.4 **Receipts - Banwell**
- (a) *Sale of subdivision lots (\$1,786,990.85)* — The Receiver received net proceeds totalling \$1,786,990.85 from completing the sales of 61 serviced lots in the Royal Timbers subdivision and the unserviced Phase 3 Lands. Proceeds received are net of VTB mortgages received as consideration, property tax arrears paid to the City of Windsor and real estate commissions paid on closing for Lot 60. The net proceeds include VTB registration fees of \$3,842.00 paid by the purchasers.
 - (b) *Sale of Tecumseh Lands (\$1,039,729.77)* – The Receiver received \$1,039,729.77 from the sale of the Tecumseh Lands. The proceeds received were net of real estate commissions and property tax adjustments on closing
 - (c) *Sale of 3155 Banwell Road (\$297,212.46)* – The Receiver received \$297,212.46 from the sale of 3155 Banwell Road. The proceeds received

were net of real estate commissions and property tax adjustments on closing, and were deposited to the Receiver's Banwell account.

- (d) *VTB Mortgage Payouts (\$2,145,500.00)* — Several VTB mortgages matured and the full principal was repaid. In addition, the Receiver provided partial discharges of mortgages where a builder completed and sold a home and repaid the applicable VTB mortgage on closing. The VTB mortgages have been repaid on all of the lots sold. The Receiver has received \$2,145,500.00
- (e) *Royal Timbers Inc. – Advances and repayment of intercompany loans (\$979,798.05)* — Funds received from the Royal Timbers Inc. estate were \$979,798.05.
- (f) *City of Windsor – Robinet Road cost sharing (\$696,201.77)* — The Receiver received \$581,949.61 from the City for the Robinet Road services cost sharing arrangement applicable to Phase 2 of the Royal Timbers subdivision and \$114,252.16 applicable to Phase 4 of the Royal Timbers subdivision.
- (g) *GST / HST refunds (\$486,699.06)* — The Receiver received \$486,699.06 in refunds on HST returns filed.
- (h) *VTB mortgage payout (\$190,039.00)* — The Receiver received \$25,000 from the Petvin mortgage amendment outlined in Section 4 of the Sixth Report of the Receiver. Subsequently, the full principal in the amount of \$164,700 was repaid, plus a mortgage discharge fee of \$339.
- (i) *Loan - Receiver's Certificate #1 (\$125,000.00)* — The Receiver borrowed \$125,000 from BMO under a Receiver's Certificate, a portion of which was transferred Royal Timbers and subsequently repaid.
- (j) *Security deposits on subdivision lot sales (\$84,000)* — The Receiver received refundable security deposits totalling \$84,000 from completed lot sales.
- (k) *GST collected on Robinet Road cost sharing (\$42,283.70)* — The cost sharing payment from the City included HST of \$42,283.70.

- (l) *CRA - Corporation Tax Refund (\$20,479.00)* — The Receiver received a refund of \$20,479.00 from the 2010 income tax return.
- (m) *Cash in bank (\$13,914.53)* — The Receiver received the balance of funds from the Royal Timbers company bank account in the amount of \$13,914.53.
- (n) *Interest earned GIC's (\$10,189.31)* — The Receiver earned \$10,189.31 in interest on funds on hand invested in GIC's.
- (o) *VTB mortgage discharge fees (\$7,117.00)* — The Receiver received \$7,117.00 in discharge fees on the repayment of VTB mortgages.
- (p) *Vacancy rebate (\$3,353.64)* — The Receiver received a rebate of \$3,353.64 of property taxes on vacant units in the Commercial Plaza.
- (q) *Interest earned on VTB mortgages (\$3,124.83)* — The Receiver earned \$3,124.83 in interest on VTB mortgages that were paid out.
- (r) *CRA - payroll audit refund (\$2,700.32)* — The Receiver received a refund of \$2,700.32 from CRA's audit of 2015 payroll records.
- (s) *On December 17, 2019 the Receiver transferred the Real Ranchs trust account balance of \$24,288.53 to its Banwell account.*

5.5 Disbursements - Banwell

- (a) *Construction (\$1,343,090.65)* – The Receiver has paid \$1,343,090.65 in construction costs for: Block 120 paving and sidewalks; Phase 2 sidewalks, curb repair, base asphalt repair and surface paving; sewer flushing and camera inspection; stormwater management pond rehabilitation and improvement, pump replacement and electrical; and other projects.
- (b) *Receiver's fees (\$850,566.83)* – BDO's interim accounts through July 31, 2020 have been approved by the Court and \$795,054.30, excluding HST, was paid from the Banwell account. BDO's interim account for the period March 1, 2021 to April 29, 2021 in the amount of \$55,512.50, excluding HST, was paid from the Banwell account and is subject to Court approval.

- (c) *Property taxes (\$592,417.83)* — The Receiver paid \$592,417.83 to the City of Windsor for property tax arrears from 2010 through 2013, and from 2014 through 2021 on a current basis. Royal Timbers property taxes were paid from the Banwell account from 2017 through 2020. Property taxes on Real Ranchs' lots were paid by Banwell and subsequently repaid from the Real Ranchs Trust Account.
- (d) *HST Paid (\$419,580.04)* — The Receiver paid \$419,580.04 in HST on its disbursements.
- (e) *Legal fees (\$419,420.29)* – MT's accounts through January 31, 2021 have been approved by the Court and \$405,499.95, excluding HST, was paid from the Banwell account. MT's interim accounts over the period February 1, 2021 to December 31, 2022 in the amount of \$13,919.92 were paid from the Banwell account and are subject to Court approval.
- (f) *Professional fees – Engineering, planning & surveying (\$197,775.89)* – The Receiver paid the accounts of RC Spencer Associates Inc. for engineering and supervision fees in connection with the following: Block 120 paving; Phase 2 sidewalk construction, curb repair, base asphalt repair and surface paving, storm water management pond rehabilitation and improvement, pump electrical and City assumption issues; Phase 4 sidewalk construction and surface paving; and other projects. The Receiver also engaged MGS Real Estate Consulting Inc. and Verhaegen Land Surveyors for Block 120, the Banwell Commercial Lands and other projects.
- (g) *Consulting/Commission fees (\$148,750.00)* – The Receiver paid commissions of \$148,750.00 on the closing lot sales, in accordance with the Lot Sales Process approved by the Court.
- (h) *Receiver's Certificate (\$125,000.00)* – The Receiver repaid BMO under Receiver's certificate #1.
- (i) *Security deposits refunded (\$97,750.00)* – The Receiver refunded Post Security Deposits of \$97,750 to buyers of lots in subdivision Phases 2 and 4.

- (j) *Accounting fees (\$97,565.00)* — The Receiver paid \$97,565.00 to GT for the preparation of Banwell and Royal Timbers financial statements, income tax returns and tax consulting advice.
- (k) *Repairs and Maintenance (\$56,081.73)* — The Receiver paid \$56,081.73 for landscaping, grass and weed trimming, snow removal, repairs and maintenance to the lots and subdivision infrastructure.
- (l) *Legal fees re: Lepera Appeal (\$51,804.16)* — The legal fees of Affleck Greene McMurtry LLP ("**AGM**") for the Lepera appeal were \$62,221.21, excluding HST, of which \$51,804.16 was paid from the Banwell account.
- (m) *Letter of Credit fees (\$47,800.41)* — The Receiver has paid annual fees to BMO totaling \$47,800.41 to maintain letters of credit posted with the City until their cancellation in 2022.
- (n) *Appraisal fees (\$40,947.45)* — The Receiver paid \$28,447.45 to Metrix Realty Group ("**Metrix**") and Valco Real Estate Appraisers & Consultants ("**Valco**") for appraisals of the Banwell Lots and commercial lands. Tracey Business Advisors Inc. was paid \$12,500.00 to provide an estimated fair market value of Banwell and Royal Timbers.
- (o) *City of Windsor application fees (\$32,675.12)* — The Receiver paid \$32,675.12 to the City to process applications to the Committee of Adjustment ("**COA**") for each of the Banwell Road Commercial Lands parcels in the New 12R and various by-law, zoning and signage permit applications.
- (p) *HST remitted (\$28,904.22)* — The Receiver remitted HST collected on the Robinet Road cost sharing payments, less input credits for the applicable period.
- (q) *Advertising (\$18,259.85)* — The Receiver paid \$18,259.45 for signage, advertising of the Banwell Road Commercial Lands sale process and advertising of the Pre-Deposits Claims Process.

- (r) *Utilities (\$13,421.12)* — The Receiver paid \$13,421.12 in utilities for the stormwater management pond pump and Enwin connection/installation charges.
- (s) *Insurance (\$9,521.64)* — The Receiver paid \$9,521.64 for insurance premiums on the combined Banwell and Royal Timbers policy.
- (t) *Professional Fees - Other (\$7,777.00)* — The Receiver paid \$7,777.00 in other professional and consulting fees, including planning and preparing property tax vacancy rebate applications.
- (u) *Legal Fees - Other (\$5,278.02)* — The Receiver paid \$5,278.02 in other legal fees.
- (v) *Security deposits refunded (\$2,298.31)* — The Receiver refunded \$2,298.31 of security deposits on Phase 1 lots.

5.6 Receipts – Royal Timbers

- (a) *Sale of Commercial Plaza (\$2,435,730.42)* – The Receiver received \$2,435,730.42 from the sale of the Commercial Plaza. The proceeds received were net of property tax arrears paid to the City of Windsor and closing adjustments in favour of the purchaser for tenant deposits and December 2013 rents.
- (b) *Sale of Block 200 (\$422,808.32)* – The Receiver received \$422,808.32 from the sale of Block 200. The proceeds received were net of real estate commissions and property tax adjustments on closing.
- (c) *Sale of Banwell Road Parcels 1-4 (\$1,409,906.31)* – The Receiver received \$1,409,906.31 from the sale of Banwell Road Parcels 1-4. The proceeds received were net of a holdback for servicing costs, real estate commissions and property tax adjustments on closing.
- (d) *Sale of Banwell Road Parcels 5-10 (\$2,466,118.95)* – The Receiver received \$2,466,118.95 from the sale of Banwell Road Parcels 5-10. The proceeds

received were net of a holdback for outstanding matters, real estate commissions and property tax adjustments on closing.

- (e) *Holdback funds received (\$407,055.00)* – The full amount of funds held back from the sales of the Banwell Road Commercials were subsequently received.
- (f) *Rental income (\$215,013.30)* – The Receiver received \$215,013.30 in rental income for the months of June through December 2013 from the tenants of the Commercial Plaza.
- (g) *GST / HST refunds (\$182,393.54)* — The Receiver received \$182,393.54 in refunds on HST returns filed.
- (h) *City of Windsor settlement (\$30,000.00)* — The Receiver received \$30,000.00 in settlement of a lawsuit with the City of Windsor arising from road construction delays on Banwell Road.
- (i) *Sale of Banwell Road Part 24, 12R-27789 (\$16,042.20)* – The Receiver received \$16,042.20 from the sale of Part 24, net of closing adjustments for the legal fees of the purchaser.
- (j) *Sale of chattels (\$9,040.00)* – On the leasing of Unit 100 of the Commercial Plaza, the new tenant paid \$8,000.00, plus HST of \$1,040.00 for chattels that were owned by the previous tenant and abandoned when that tenant vacated Unit 100.
- (k) *Security deposit (\$5,000.00)* – The Receiver received a security deposit of \$5,000.00 on the leasing of Unit 100 of the Commercial Plaza.
- (l) *Refunds - Insurance & Utilities (\$4,354.10)* – The Receiver received a refund of the unused insurance premium on the sale of the Commercial Plaza and other utility refunds totaling \$4,354.10.
- (m) *Interest earned on holdback funds (\$3,895.49)* – Interest of \$3,895.49 was paid on holdback funds held in trust by MT and 2186234 Ontario's legal counsel.

5.7 Disbursements – Royal Timbers

- (a) *Banwell Development – Advances and repayment of intercompany loans (\$979,798.05)* — Funds advanced to the Banwell estate were \$979,798.05.
- (b) *Construction (\$616,531.56)* – The Receiver paid \$616,531.56 to Sterling Ridge Infrastructures Inc. and Shearock for servicing of the Banwell Commercial Lands and construction of the Palmetto Driveway.
- (c) *Receiver's fees (\$504,773.95)* – BDO's interim accounts through July 31, 2020 have been approved by the Court and \$306,546.36, excluding HST, was paid from the Royal Timbers account. BDO's interim accounts for the period August 1, 2020 to February 28, 2021 and April 29, 2021 to December 31, 2022 in the amount of \$198,227.50 excluding HST, were paid from the Royal Timbers account and are subject to Court approval.
- (d) *Property taxes (\$367,210.03)* — The Receiver paid \$367,210.03 to the City of Windsor for property taxes on the Commercial Plaza and vacant commercial lands owned by Royal Timbers.
- (e) *Legal fees (\$232,980.98)* – MT's accounts through January 31, 2021 have been approved by the Court and \$184,212.62, excluding HST, was paid from the Royal Timbers account. MT's interim accounts over the period February 1, 2021 to November 25, 2022 in the amount of \$48,768.35 were paid from the Royal Timbers account and are subject to Court approval.
- (f) *HST Paid (\$204,094.66)* — The Receiver paid \$204,094.66 in HST on its disbursements.
- (g) *Professional fees – engineering, planning & surveying (\$101,569.53)* – The Receiver paid the accounts of RC Spencer Associates Inc. for engineering and supervision fees in connection with the Commercial Servicing, Palmetto Driveway and other projects. The Receiver engaged Verhaegen Land Surveyors for surveying of the Banwell Road Commercial Lands, a hydro easement within the commercial lands and preparing the new Reference Plan. The Receiver also engaged MGS Real Estate Consulting Inc. in connection

with Banwell Road Commercial Lands new Reference Plan and COA applications.

- (h) *Payroll (\$56,222.08)* – The Receiver paid net wages of \$56,222.08 to Marina Ognjanovski, who provided administrative support until April 2015 to the management of the Commercial Plaza, as well as to the ongoing management and maintenance of the vacant commercial lands.
- (i) *Accounting fees (\$51,600.00)* — The Receiver paid \$51,600.00 to GT for the preparation of Royal Timbers financial statements and income tax returns.
- (j) *Committee of Adjustment (\$41,309.90)* — The Receiver paid \$41,309.90 to the City of Windsor for COA application fees in connection with the Banwell Road Commercial Lands.
- (k) *Repairs and Maintenance (\$27,283.53)* — The Receiver paid \$27,283.53 repairs and maintenance to the Commercial Plaza and grass cutting of the Banwell Road Commercial Lands.
- (l) *Payroll source deductions (\$21,266.73)* – The Receiver remitted \$21,266.73 to the Receiver General for source deductions on employee wages.
- (m) *Appraisal fees (\$22,498.90)* — The Receiver paid \$22,498.90 to Metrix and Valco for appraisals of the Commercial Plaza and Banwell Road Commercial Lands.
- (n) *Legal fees re: Lepera Appeal - (\$10,417.05)* — The legal fees of AGM regarding for Lepera appeal were \$62,221.21, excluding HST, of which \$10,417.05 was paid from the Royal Timbers account.
- (o) *Legal fees (Other) (\$9,545.51)* — The Receiver paid other legal fees in connection with the Banwell Commercial Lands Mutual Services and Shared Agreements, and to Wolf Hooker in connection with a reconciliation of the lawyer's trust account.
- (p) *Advertising (\$9,042.34)* – The Receiver paid \$9,042.34 to advertise the Invitation for Offers process for the Commercial Plaza.

- (q) *Receiver General – tenant chattel proceeds (\$9,040.00)* – The Receiver remitted chattel proceeds of \$9,040.00 to the Receiver General, to be applied to the former tenant's payroll source deduction arrears.
- (r) *Insurance (\$9,916.56)* — The Receiver paid \$9,916.56 for insurance premiums on the combined Banwell and Royal Timbers policy.
- (s) *Commissions (\$8,859.20)* — The Receiver directly paid a commission to Wintru on the leasing of Unit 100 of the Commercial Plaza and the sale of Block 200 totaling \$8,859.20.
- (t) *Property Management Fees (\$8,642.98)* — The Receiver paid \$8,642.98 to Wintru for its property management of the Commercial Plaza during the period June 5, 2013 through December 16, 2013.
- (u) *HST remitted (\$6,830.45)* — The Receiver remitted \$6,830.45 in HST collected on rents, less input credits.
- (v) *Utilities (\$3,263.57)* — The Receiver paid \$3,263.57 for utilities for the vacant units and common area of the Commercial Plaza.
- (w) *Utilities (\$3,263.57)* — The Receiver paid \$3,263.57 for utilities.
- (x) *Bank charges and miscellaneous fees (\$2,853.75)* – The Receiver paid bank charges and miscellaneous fees of \$2,853.75.

6. Fees and Disbursements of the Receiver and its Counsel

- 6.1 Pursuant to Paragraph 19 of the Appointment Order, the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, and the Receiver and counsel to the Receiver have been granted a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person as security for payment of the Professional Fees (the “Receiver’s Charge”).
- 6.2 Pursuant to paragraph 21 of the Appointment Order, the Receiver is at liberty, from time to time, to apply reasonable amounts, out of the monies in its hands, against the Professional Fees and such amounts shall constitute advances against the Professional Fees when and as approved by the Court.
- 6.3 Attached as **Appendix I** is the fee affidavit of Stephen N. Cherniak sworn March 13, 2023 containing BDO’s interim accounts as Receiver for the following periods. BDO’s final account includes an estimate to complete its duties as Receiver:
- o August 1, 2020 to February 28, 2021
 - o March 1, 2021 to April 29, 2021
 - o April 29, 2021 to January 31, 2022
 - o February 1, 2022 to December 31, 2022
 - o January 1, 2023 to March 7, 2023
- 6.4 The Receiver’s fees to March 7, 2023, excluding HST, for Banwell and Royal Timbers are as follows:

Fees paid and Court approved	-	\$1,101,600.60
Fees paid, but not yet Court approved	-	253,740.00
Fees neither paid, nor Court approved	-	46,987.50
		<u>\$1,402,328.10</u>

- 6.5 The Receiver submits that the hourly rates charged by the Receiver and its staff are commensurate with commercially reasonable rates for mid-market insolvency firms in the Southwestern Ontario region.
- 6.6 Attached as **Appendix J** is the fee affidavit of Michael Prosia, sworn March 30, 2023 containing the interim accounts of MT for the period February 1, 2021 to February 28, 2023.
- 6.7 MT's fees (including disbursements) to February 28, 2023, excluding HST, for Banwell and Royal Timbers are as follows:
- | | | |
|---------------------------------------|---|---------------------|
| Fees paid and Court approved | - | \$589,712.58 |
| Fees paid, but not yet Court approved | - | 62,688.27 |
| Fees neither paid, nor Court approved | - | 640.00 |
| | | <u>\$653,040.85</u> |
- 6.8 MT's fees to finalize all matters, including attendance at the motion to distribute funds and discharge the Receiver will not exceed \$10,000, exclusive of HST, and will be paid from the funds on hand, prior to the discharge of the Receiver.
- 6.9 It is the Receiver's opinion that the Professional Fees are fair and reasonable and justified in the circumstances and accurately reflect the work done by the Receiver and MT in connection with the receivership during the relevant periods.

7. Distribution

- 7.1 Upon completion of the Banwell Road Parcels 5-10 Transaction, and in accordance with the Simba Distribution Order and the Simba Mortgages and D'Amore Advances Order, the Receiver paid the outstanding balance owed by Royal Timbers on the remaining Simba and D'Amore Estate mortgages. The Simba and D'Amore Estate mortgages have been fully repaid.
- 7.2 Pursuant to the Royal Timbers Distribution Order, the Receiver fully repaid the unsecured claims against Royal Timbers of Affleck Greene McMurtry LLP, M.R. Dunn Contractors Ltd., the D'Amore Estate and D'Amore Construction (2000) Ltd. All known creditor claims against Royal Timbers have been fully satisfied.
- 7.3 The Royal Timbers estate owed the Banwell estate for certain amounts paid from the Banwell estate, including the Receiver's share of the Palmetto Intersection, property taxes on Royal Timbers lands, payout of Royal Timbers Simba mortgages, expenses related to the Banwell Commercial Lands and other advances. In addition, there are pre-receivership amounts due from Royal Timbers to Banwell and a Simba mortgage payable, previously recorded in error on the books of Royal Timbers, was moved to Banwell as a May 31, 2016 year end adjustment and recorded as Due from Royal Timbers to Banwell. The total due from Royal Timbers to Banwell as at the May 31, 2022 year end financial statements was \$1,189,572.21, which included repayments of \$265,000 from Royal Timbers to Banwell upon completion of the Banwell Road Parcels 5-10 Transaction.
- 7.4 Upon receipt of the holdback funds discussed in Section 4.21 to 4.25 of this report, the Royal Timbers estate repaid a further \$463,443.69 to the Banwell estate. The Royal Timbers estate is currently holding \$5,000 as a holdback for GT fees in connection with the May 31, 2023 financial statements and income tax returns.
- 7.5 The Banwell estate is currently holding \$374,549.85. The known creditors of Banwell, and the amounts of their claims, are set out in the chart on the following page. The Receiver proposes to distribute available funds, on a pro rata basis, to the unsecured creditors of Banwell, as set out in that chart.

Estate of Banwell Development Corporation			
Funds on hand at January 31, 2023			\$374,549.85
Less: Unpaid professional fees (Receiver)	\$ 53,095.88		
Unpaid professional fees (MT)	723.20		
Miller Thomson LLP fee accrual	11,300.00		
Holdback for GT fees re: May 31, 2023 year end	<u>5,000.00</u>		
			(70,119.08)
Funds available for distribution			<u>\$304,430.77</u>
Unsecured creditor	Particulars	Claim	Distribution
Hadi Homes Inc.	Security Deposit	\$ 34,500.00	\$ 5,390.18
Hadi Custom Homes Inc.	Security Deposit	27,000.00	4,218.40
KDM Inc.	Security Deposit	15,000.00	2,343.56
Southridge Investments Limited	Lot purchase deposit	10,000.00	1,562.37
Affleck Greene McMurtry LLP	Files 2789-002, 2789-003	19,691.30	3,076.51
Estate of Patrick D'Amore	May 29, 2017 Order	865,500.00	135,223.28
D'Amore Construction (2000) Ltd.	Feb. 1, 2018 judgment	<u>976,825.45</u>	<u>152,616.46</u>
		<u>\$ 1,948,516.75</u>	<u>\$304,430.77</u>

7.6 In summary, the Receiver is seeking authorization of the Court to distribute the balance of the funds held by the Receiver, after payment of the unpaid Professional Fees, the MT Fee Accrual, and a holdback of \$5,000 to provide for GT fees in connection with the Banwell May 31, 2023 financial statements and income tax returns, to the Banwell unsecured creditors as follows:

- (a) \$5,390.18 to Hadi Homes Inc.;
- (b) \$4,218.40 to Hadi Custom Homes Inc.;
- (c) \$2,343.56 to KDM Inc.;
- (d) \$1,562.37 to Southridge Investments Limited;
- (e) \$3,076.51 to Affleck Greene McMurtry LLP;
- (f) \$135,223.28 to the Estate of Patrick D'Amore; and
- (g) \$152,616.46 to D'Amore Construction (2000) Inc.

7.7 The Receiver may receive refunds, not expected to exceed \$25,000, from the filing of HST returns that are not reflected in the Statements of Receipts and Disbursements to January 31, 2023. However, such refunds are conditional on CRA's review and acceptance of the returns as filed, and cannot be assured. In the event the Receiver

has material funds on hand after the filing of May 31, 2023 income tax returns, the Receiver seeks authorization of the Court to distribute such funds, on a pro rata basis, to the Banwell unsecured creditors.

8. Discharge of Receiver


- 8.1 BDO was appointed Receiver by the Order of Justice Thomas dated June 5, 2013.
- 8.2 Other than the matters identified in this Fourteenth Report, the receivership is substantively complete. Accordingly, subsequent to the date of this Fourteenth Report, and prior to the Receiver's discharge, the Receiver proposes to attend to the following:
- (a) making the distributions to Banwell unsecured creditors identified above (including any further funds received from HST refunds);
 - (b) arranging for the preparation of May 31, 2023 financial statements and filing of corporation income tax returns for each of Banwell and Royal Timbers;
 - (c) other residual and/or administrative matters in connection with BDO's appointment as Receiver; and
 - (d) filing the Receiver's certificate of discharge

9. Recommendations

- 9.1 The Receiver recommends and respectfully requests that this Court grant an Order:
- (a) approving the Fourteenth Report and the activities and actions of the Receiver described therein;
 - (b) approving the Banwell Statement of Receipts and Disbursements and the Royal Timbers Statement of Receipts and Disbursements for the period June 5, 2013 to January 31, 2023;
 - (c) Approving and authorizing the distribution of the balance of funds held by the Receiver as set forth above; and
 - (d) Discharging BDO as Receiver upon filing the Receiver's Certificate of Discharge and thereupon releasing BDO from any and all liability.

All of which is Respectfully Submitted this 30th day of March, 2023.

BDO Canada Limited in its capacity as Court Appointed Receiver of the property, assets and undertakings of Banwell Development Corporation and Royal Timbers Inc. and not in any personal capacity



Per: Stephen N. Cherniak, CPA, CA, CIRP
Licensed Insolvency Trustee
Senior Vice President

APPENDIX "A"

Court File No. CV-11-17088

ONTARIO
SUPERIOR COURT OF JUSTICE

THE HONOURABLE

JUSTICE

BRUCE G. THOMAS

) *WEDNESDAY*, THE *5TH*

DAY OF JUNE 2013

BETWEEN:

KEVIN D'AMORE

Applicant

- and -

BANWELL DEVELOPMENT CORPORATION, 928579 ONTARIO LIMITED,
SCOTT D'AMORE and ROYAL TIMBERS INC.

Respondents

APPLICATION UNDER SECTION 207 OF THE *BUSINESS
CORPORATIONS ACT*, R.S.O. 1990, C. B.16, AS AMENDED

ORDER

THIS MOTION made by Bank of Montreal ("BMO") for an Order pursuant to section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "CJA") appointing BDO Canada Limited as interim receiver-manager (in such capacities, the "**Receiver**") without security, of all of the assets, undertakings and properties of Banwell Development Corporation and Royal Timbers Inc. (collectively, the "**Corporations**") acquired for, or used in relation to a business carried on by the Corporations, was heard this day at 245 Windsor Ave, Windsor Ontario, pending completion of the valuation and sales process ordered pursuant to the Order of The Honourable Bruce Thomas rendered July 26, 2012 (the "**July 26, 2012 Order**")

ON READING the Affidavits of Grey Fedoryn sworn May 13, 2013 and May 22, 2013 and the Exhibits thereto and on hearing the submissions of counsel for the Applicant, the

Respondents and Bank of Montreal (“**BMO**”) and the Consent of the Respondents Banwell Development Corporation, Royal Timbers Inc. (hereinafter referred to as the “**Corporations**”) and the respondents Scott D’Amore Executor for the Estate of Patrick D’Amore, S c o t t D ’ A m o r e (“**Scott**”), Kevin D’Amore (“**Kevin**”), 928579 Ontario Limited (“928579”), and of Simba Group Developments Limited and BMO and on reading the consent of BDO Canada Limited. to act as the Receiver,

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 248(3)(b) and 209 of the *Business Corporations Act* R.S.O. 1990 c. B16 and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, BDO Canada Limited is hereby appointed Receiver-Manager, without security, of all of the assets, undertakings and properties of the Corporations acquired for, or used in relation to a business carried on by the Corporations, including all proceeds thereof (the “**Property**”). The Receivership shall not terminate prior to repayment of the amounts owing by the Corporations to BMO. The Receiver’s mandate is to forthwith refinance or realize upon the Property as may be required in order to repay the debts owing by the Corporations to BMO and to pay realty taxes owing upon the Property. For greater certainty, the implementation of the July 26, 2012 Order will not delay or hinder the Receiver from carrying out its mandate.

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 of 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 Corporations, 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 Corporations;
 - 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 Corporations or any part or parts thereof;
 - f. to receive and collect all monies and accounts now owed or hereafter owing to the Corporations and to exercise all remedies of the Corporations in collecting such monies, including, without limitation, to enforce any security held by the Corporations;
 - g. to settle, extend or compromise any indebtedness owing to the Corporations;
 - 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 Corporations, for any purpose pursuant to this Order;

- i. to undertake environmental or workers' health and safety assessments of the Property and operations of the Corporations;
- j. 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 Corporations, the Property or the Receiver, and to settle or compromise any such proceedings save and except for the proceedings that relate to the July 26, 2012 Order. 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;
- k. 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;
- l. to sell, convey, transfer, lease or assign the Property or any part or parts thereof in the ordinary course of business,
 - i. without the approval of this Court in respect of any transaction not exceeding \$50,000, provided that the aggregate consideration for all such transactions does not exceed \$200,000; and
 - ii. with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, or section 31 of the Ontario *Mortgages Act*, as the case may be, shall not be required, and in each case the Ontario *Bulk Sales Act* shall not apply. The Receiver is permitted to sell, convey or transfer the assets of Banwell Development Corporation and to use the proceeds to pay the debts of Royal Timbers Inc.

- m. 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;
- n. to report to, meet with and discuss with BMO and 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;
- o. to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- p. 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 Corporations;
- q. to exercise any shareholder, partnership, joint venture or other rights which the Corporations 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 Corporations, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. THIS COURT ORDERS that (i) the Corporations, (ii) all of their current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on their 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, and any other papers, records and information of any kind related to the business or affairs of the Corporations, 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.

REPORT TO COURT

7. **THIS COURT ORDERS** that the Receiver will deliver its first report to the Court on notice to BMO, Scott, Kevin and 928579 and all other interested parties within 45 days following its appointment, which report will include its plan to carry out its mandate and the steps taken to date.

FINANCIAL REPORTING TO STAKEHOLDERS

8. **THIS COURT ORDERS** that the Receiver shall provide monthly financial reporting on the 10th day of each month (and if the 10th is not a business day, the first business day following the 10th day of each month) to BMO, Scott, Kevin and 928579, including, but not limited to, a statement of receipts and disbursements related to the Corporations and their operations.

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE CORPORATIONS OR THE PROPERTY

10. **THIS COURT ORDERS** that, save and except for the July 26, 2012 Order, no Proceeding against or in respect of the Corporations 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 Corporations or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

11. **THIS COURT ORDERS** that all rights and remedies against the Corporations, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Corporations to carry on any business which the Corporations is not lawfully entitled to carry on, (ii) exempt the Receiver or the Corporations from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest,

or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

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

CONTINUATION OF SERVICES

13. **THIS COURT ORDERS** that all Persons having oral or written agreements with the Corporations 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 Corporations 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 Corporation's current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Corporations or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

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

15. **THIS COURT ORDERS** that all employees of the Corporations shall remain the employees of the Corporations until such time as the Receiver, on the Corporation's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities other than such amounts as the Receiver may specifically agree in writing to pay, or under the *Wage Earner Protection Program Act*.

PIPEDA

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

LIMITATION ON ENVIRONMENTAL LIABILITIES

17. **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

18. **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 willful misconduct on its part, or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by any other applicable legislation.

RECEIVER'S ACCOUNTS

19. **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, 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.

20. **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 of the Ontario Superior Court of Justice sitting in Essex County.

21. **THIS COURT ORDERS** that prior to the passing of its accounts, the Receiver shall

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

FUNDING OF THE RECEIVERSHIP

22. **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 total outstanding principal amount does not exceed \$500,000 (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.

23. **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.

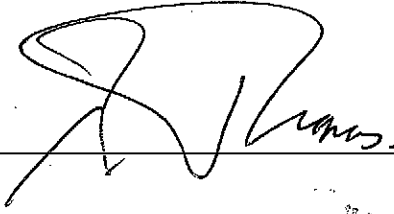
24. **THIS COURT ORDERS** that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as **Schedule "A"** hereto (the "**Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.

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

GENERAL

26. **THIS COURT ORDERS** that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
27. **THIS COURT ORDERS** that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Corporations.
28. **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.
29. **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.
30. **THIS COURT ORDERS** that BMO shall have its costs of this motion, up to and including entry and service of this Order, on a substantial indemnity basis to be paid by the Receiver from the Corporations' estate with such priority and at such time as this Court may determine.
31. **THIS COURT ORDERS** that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

ENTERED AT WINDSOR	
In Book No.	24
Document No.	729
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JUSTICE

SCHEDULE "A"
RECEIVER CERTIFICATE

CERTIFICATE NO.

AMOUNT \$_____

1. THIS IS TO CERTIFY that BDO Canada Limited, the receiver (the "**Receiver**") of the assets, undertakings and properties of Banwell Development Corporation and Royal Timbers Inc. acquired for, or used in relation to a business carried on by the Corporations, including all proceeds thereof (collectively, the "**Property**") appointed by Order of the Ontario Superior Court of Justice (the "**Court**") dated the ___ day of June, 2013 (the "**Order**") made in an action having Court file number _____ 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 5th day of June,
2013.

BDO Canada Limited

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

Per:

Name:

Title:

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT
WINDORD

ORDER
~~AFFIDAVIT OF SERVICE~~

ROBINS APPLEBY & TAUB LLP
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LSUC No. 33518M
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Fax: (416) 868-0306

Lawyers for the Bank of Montreal

APPENDIX “B”

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

KEVIN D'AMORE

Applicant

- and -

**BANWELL DEVELOPMENT CORPORATION, 928579 ONTARIO LIMITED,
SCOTT D'AMORE AND ROYAL TIMBERS INC.**

Respondents

APPLICATION UNDER SECTION 207 OF THE *BUSINESS CORPORATIONS
ACT*, R.S.O. 1990, C. B. 16, AS AMENDED

**THIRTEENTH REPORT TO THE COURT SUBMITTED BY BDO CANADA LIMITED,
AS RECEIVER OF BANWELL DEVELOPMENT CORPORATION
AND ROYAL TIMBERS INC.**

February 25, 2021

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Appendices

- Appendix A** - Appointment Order dated June 5, 2013
- Appendix B** - Twelfth Report of the Receiver dated June 5, 2019 (without appendices)
- Appendix C** - Reference Plan 12R-27789
- Appendix D** - Part 24 Approval and Vesting Order of Regional Senior Justice Thomas dated June 18, 2019 (Part 24 AVO)
- Appendix E** - Part 24 parcel register dated February 18, 2021
- Appendix F** - Comparison of Part 24 AVO to draft Amended Part 24 AVO
- Appendix G** - Redacted Agreement of Purchase and Sale with 2186234 Ontario Limited
- Appendix H** - Banwell Road Parcels 5-10 parcel registers dated February 25, 2021
- Appendix I** - Statement of Receipts and Disbursements – Banwell
- Appendix J** - Statement of Receipts and Disbursements – Royal Timbers
- Appendix K** - Statement of Receipts and Disbursements – Real Ranchs
- Appendix L** - Fee affidavit of Stephen N. Cherniak for interim accounts of BDO Canada Limited sworn February 19, 2021
- Appendix M** - Fee affidavit of Sherry Kettle for the interim accounts of Miller Thomson LLP affirmed February 18, 2021
- Appendix N** - M.R. Dunn Contractors Ltd. Renewal of Writ of Seizure and Sale dated March 12, 2019
- Appendix O** - Schedule of Amount Owing – Dunn Judgment

1. Introduction and Background

1.1 Introduction

1.1.1 This report is submitted by BDO Canada Limited, in its capacity as Receiver (“**BDO**” or the “**Receiver**”) of all assets, undertakings and properties (the “**Property**”) of Banwell Development Corporation (“**Banwell**”) and Royal Timbers Inc. (“**Royal Timbers**” and collectively with Banwell, the “**Companies**”).

1.1.2 Upon application of Bank of Montreal (“**BMO**”), BDO was appointed as Receiver by the Order of Mr. Justice Thomas dated June 5, 2013 (the “**Appointment Order**”). A copy of the Appointment Order is attached as **Appendix A** to this report.

1.2 Background

1.2.1 At all material times, the Companies were engaged in the development of the lands located just west of Banwell Road in the City of Windsor, Ontario (the “**Lands**”). Banwell developed and sold that part of the Lands comprised of residential building lots in what is known as the Royal Timbers Subdivision (the “**Royal Timbers Subdivision**”) and Royal Timbers developed the commercial portion of the Lands, including the construction and subsequent leasing of a commercial plaza located at the southwest corner of the Lands at the junction of Banwell Road and Wildwood Drive, Windsor, Ontario (the “**Commercial Plaza**”).

1.2.2 Banwell was originally a joint venture between Mr. Murray Troup (“**Troup**”) and Mr. Patrick D’Amore (“**D’Amore**”), with ownership held equally by Troup, through his holding company, 928579 Ontario Limited, and D’Amore, as trustee for his sons Kevin D’Amore (“**Kevin**”) and Scott D’Amore (“**Scott**”), as beneficiaries. In August 2011, D’Amore passed away resulting in D’Amore’s 50% shareholding in Banwell vesting equally in each of Kevin and Scott.

1.2.3 Royal Timbers is the wholly-owned subsidiary of Banwell.

1.2.4 Since its appointment on June 5, 2013, the Receiver has undertaken various activities, including, without limitation, the sale of the Commercial Plaza, the sale

of parts of the vacant commercial lands and the sale of numerous residential building lots in the Royal Timbers Subdivision. A number of reports have been filed by the Receiver in these proceedings wherein these activities and transactions are described in greater detail. Mr. Justice Thomas has made several Orders since the commencement of proceedings including, but not limited to the Orders described in the following paragraphs.

- 1.2.5 By Order dated July 23, 2013, as amended by Order dated December 2, 2013, Mr. Justice Thomas prospectively approved the sales transactions in respect of each of the remaining lots in the Royal Timbers Subdivision and prospectively vested all of Banwell's right, title and interest in and to the lots subject to certain conditions and restrictions.
- 1.2.6 By Order dated December 13, 2013, Mr. Justice Thomas, among other things, approved the sale of the Commercial Plaza and the vesting all of Royal Timbers' right, title and interest in the Commercial Plaza in Avila Investments Limited.
- 1.2.7 By Order dated January 27, 2014, Mr. Justice Thomas, among other things, authorized the Receiver to pay \$1,917,494.69, plus per diem interest and legal costs from January 20, 2014 to the date of payment in full and final satisfaction of all claims of BMO against Royal Timbers.
- 1.2.8 Under the terms of the Appointment Order, the Receiver's mandate was to refinance or realize upon the Property as may be required to repay the debts owing by the Companies to BMO and to pay the realty taxes owing upon the Property. In Reasons dated June 10, 2014, Mr. Justice Thomas made an order expanding the Receiver's mandate and ordered a full receivership of the Companies.
- 1.2.9 By Order dated March 3, 2015 Mr. Justice Thomas, among other things, approved the sale process and power of sale transactions for 22 lots (the "**Real Ranchs' Lots**") owned by Real Ranchs Inc. of which Banwell was the mortgagee and approved the sale of the commercial lot municipally known as 3990 Wildwood Drive, Windsor to 838605 Ontario Limited.

- 1.2.10 The Order dated March 3, 2015 also authorized the Receiver to pay BMO the full amount of Banwell's indebtedness to BMO when such funds were available to the Receiver.
- 1.2.11 By Order dated June 24, 2015, Mr. Justice Thomas approved the sale of the Royal Timbers Subdivision lands comprised by Lots 103-106, Block 121 and Block 122 Plan 12M-533, Windsor (the "**Phase 3 Lands**") to Hadi Custom Homes Inc. ("**Hadi**").
- 1.2.12 By further Order dated June 24, 2015 (the "**Simba Distribution Order**"), Mr. Justice Thomas approved the distribution to Simba Group Developments Limited ("**Simba**") and the Estate of Patrick D'Amore ("**D'Amore Estate**") of the amounts secured by the Simba and D'Amore Estate mortgages as and when funds were available to the Receiver provided that prior to making such distribution written notice was provided to the Service List.
- 1.2.13 By Order dated October 6, 2015 Mr. Justice Thomas approved the sale of certain one foot reserve blocks over the Phase 3 Lands to Hadi.
- 1.2.14 By Order dated March 27, 2017, Mr. Justice Thomas approved the sale of the commercial lots owned by Banwell being Part Lots 142 & 143, Concession 1 (McNiff's), Designated as Parts 22, 23, 25, 27 on Reference Plan 12R-21671 and Part 1 on Reference Plan 12R-22066, Except Plan 12M-546; City of Windsor, Essex County to Goodwill Industries – Essex Kent Lambton Inc.
- 1.2.15 By Order dated May 29, 2017 (the "**Simba Mortgages and D'Amore Advances Order**"), Mr. Justice Thomas, among other things, approved the schedule prepared by the Receiver, and included as Appendix F to the Tenth Report of the Receiver, as the basis for future payments to be made by the Receiver under the Simba and D'Amore Estate mortgages, and declared that that the \$871,000 advanced to the Companies during 2009 by D'Amore is properly repayable to the D'Amore Estate.
- 1.2.16 By Order dated February 13, 2018 Mr. Justice Thomas approved the sale of the commercial lot owned by Royal Timbers located at 3155 Banwell Road, being

Part Lot 143 Con 2 (PT Old Banwell Road closed by LT336126) designated as Parts 9 & 12 PL 12R19305 subject to easement over Parts 9 & 12 PL 12R19305 as in LT336127, together with row over Parts 8 & 11 PL 12R19305 as in LT 387015; Part Lot 144 Con 2 designated as Parts 3 & 6 PL 12R19305, subject to easement over Part 3 PL 12R19305 as in R1541523, together with right over Parts 2, 5, 8 & 11 PL 12R19305 as in R1539706; subject to and together with an easement as in CE267537; City of Windsor, Essex County to Taplane Inc.

- 1.2.17 The Receiver submitted a Twelfth Report to the Court dated June 5, 2019 (the “**Twelfth Report**”) in support of a motion for, among other things, an Order approving the sale of 4 commercial lots owned by Royal Timbers being Part of lots 143 & 144 Concession 1, designated as Parts 1, 2, 3, 4, 11, 12, 13, 14, 15, 26, 27, 28, 29 and 30, Plan 12R-27789, being part of PIN 01566-0979 (LT); LRO #12 (“the “**Banwell Road Parcels 1-4**”) to Banwell Gardens Care Centre Facility Inc. (“**Banwell Gardens**”). A copy of the Twelfth Report (without appendices) is attached as **Appendix B**.
- 1.2.18 By Order dated June 18, 2019, Mr. Justice Thomas approved the sale of Banwell Road Parcels 1-4 to Banwell Gardens.

2. Terms of Reference

- 2.1 In preparing this, the Receiver's Thirteenth Report, the Receiver has relied upon unaudited and draft, internal financial information obtained from the Companies' books and records and discussions with former management and staff (the "**Information**"). The Receiver has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of the Information and expresses no opinion, or other form of assurance, in respect of the Information.

3. Purpose of The Receiver's Thirteenth Report

3.1 This constitutes the Receiver's Thirteenth Report to the Court (the "**Thirteenth Report**") in this matter and is filed:

- (a) To provide this Court with information on:
 - (i) the Receiver's activities since the date of the Twelfth Report;
 - (ii) the proposed sale by the Receiver of six commercial lots located on Banwell Road and owned by Royal Timbers; and
 - (iii) the outstanding matters to be completed to finalize the receivership.
- (b) In support of an order of the Court:
 - (i) approving the Agreement of Purchase and Sale dated effective September 11, 2019, as amended (the "**Banwell Road Parcels 5-10 APS**") between the Receiver, as vendor, and 2186234 Ontario Limited ("**2186234 Ontario**"), as purchaser, in respect of the lands comprised by Part of lots 143 & 144 Concession 1, designated as Parts 5, 6, 7, 8, 9, 10, 16, 17, 18, 19, 20, 21, 22, 23, 25, 32, 33, 34, 35, 36, 37, 38, 41 and 42, Plan 12R-27789 (PIN 01566-1012 (LT), PIN 01566-1013 (LT), PIN 01566-1014 (LT), PIN 01566-1015 (LT), PIN 01566-1016 (LT), 01566-1017 (LT)), LRO #12 ("**Banwell Road Parcels 5-10**"), and authorizing the Receiver to enter into and complete the transaction contemplated therein (the "**Banwell Road Parcels 5-10 Transaction**");
 - (ii) vesting in 2186234 Ontario all of Royal Timbers' right, title and interest in and to Banwell Road Parcels 5-10 free and clear of any and all claims and encumbrances, other than the permitted encumbrances;
 - (iii) amending the Part 24 AVO, as defined below;
 - (iv) sealing the Confidential Supplement to the Thirteenth Report (the "**Confidential Supplement**") until further Order of the Court;

- (v) approving the Thirteenth Report and the activities of the Receiver described therein;
- (vi) approving the Receiver's interim Statement of Receipts and Disbursements for each of Banwell, Royal Timbers and Real Ranchs Trust Account for the period ending December 31, 2020 (the "**Banwell Statement of Receipts and Disbursements**", the "**Royal Timbers Statement of Receipts and Disbursements**" and "**Real Ranchs Trust Account Statement of Receipts and Disbursements**", respectively);
- (vii) approving the professional fees and disbursements of BDO as Receiver ("**BDO Fees**");
- (viii) approving the professional fees and disbursements of Miller Thomson LLP ("**MT**"), counsel to the Receiver ("**MT Fees**" and collectively with the BDO Fees, the "**Professional Fees**"); and
- (ix) authorizing the following distributions to be made to creditors of Royal Timbers in full satisfaction of their claims following the completion of the Banwell Road Parcels 5-10 Transaction:
 - (A) \$129,662.34 to Affleck Greene McMurtry LLP ("**AGM**");
 - (B) \$166,671.44 to M.R. Dunn Contractors Ltd. ("**Dunn**"); and
 - (C) \$5,500 to the D'Amore Estate.

4. Receiver's Activities

- 4.1 In its Twelfth Report the Receiver reported to the Court on its activities through June 5, 2019.
- 4.2 In this the Thirteenth Report, the Receiver reports on its activities since the date of the Twelfth Report

Royal Timbers subdivision

- 4.3 As outlined in the Twelfth Report and prior reports, the Receiver completed the sale of all remaining residential lots owned by Banwell in Phase 2 of the Royal Timbers subdivision and the 22 Real Ranchs lots located in Phase 4. The Receiver has completed the sale of 83 lots in total and no residential lots remain unsold.
- 4.4 The Tenth and Eleventh Reports outlined the Receiver's activities in completing the roads, sidewalks and infrastructure in Phase 2 and Phase 4 of the Royal Timbers subdivision and the status of the storm water management pond (the "**Pond**"), which is located within Phase 2. Extracts from the Eleventh Report are presented below:
- (a) *The Receiver completed substantially all of Phase 2. Additional work completed included: replacement of the pump that services the storm water retention pond (the "**Pond**"), as required by the City; extensive electrical diagnostic and electrical panel re-work to make the pumping station electronically communicate with the City's systems; clean-up and modifications to the Pond; and miscellaneous sidewalk, curb and asphalt repairs.*
- (b) *The Receiver was unable to complete the 'curb to curb' grading, re-seeding and final landscaping of the Pond area required by the City, prior to the winter months. The engineer engaged by the Receiver, RC Spencer Associates Inc. recommended to the City that all of Phase 2 be accepted and assumed, save and except for the Pond. Spencer recommended that the letter of credit in favour of the City be reduced to an amount equivalent to the approximate cost*

of the remaining Pond work, which is scheduled for Spring 2018. Spencer obtained three (3) quotations for this work.

- 4.5 Although the Receiver completed Phase 2 and Phase 4 approximately three years ago, they have not been assumed by the City of Windsor (the “**City**”). The issues that have delayed the assumption are summarized below.
- 4.6 On November 15, 2017 the engineer engaged by the Receiver, RC Spencer Associates Inc. (“**Spencer**”) advised the City that all work had been completed to City standards, including final inspections and recommended that Phase 4 be accepted and assumed.
- 4.7 On November 30, 2017 Spencer advised the City that all work had been completed to City standards, including final inspections, and recommended that all of Phase 2 be accepted and assumed, save and except for the Pond, for which final grading, seeding and clean-up would be completed in the spring of 2018. The City subsequently, and without prior dialogue with the Receiver or Spencer, advised that Phase 2 would not be assumed, pending a third party engineering review of the performance and design of the Pond. It was the Receiver’s view that a third party review was not warranted and Phases 2 and 4 should be assumed.
- 4.8 Notwithstanding the City’s request for a review of the Pond, which is located in Phase 2, no explanation has been provided to the Receiver or Spencer for the City’s refusal to assume Phase 4.
- 4.9 Following various correspondence with the City that failed to produce a resolution, the Receiver engaged its legal counsel, MT to address the outstanding issues. On November 13, 2018, MT advised the City of the Receiver’s position that the requirements for the assumption of Phases 2 and 4 had been satisfied for some time.
- 4.10 Subsequently the City’s in-house legal counsel provided MT with a copy of a Storm Water Management Plan Review completed by Dillion Consulting (“**Dillon**”) on November 30, 2018.

- 4.11 It is the view of the Receiver, MT and Spencer that the Dillon report does not demonstrate that the Pond facility was not constructed in accordance with the design that was approved by various regulatory bodies in 2004/2005.
- 4.12 In a letter to MT dated October 4, 2019 the City's legal counsel advised that the City required, among other things, regrading of the Pond to a 4:1 slope to increase the Pond volume, installation of 1,464 cubic metres of underground storage and installation of a new pumping station.
- 4.13 The Receiver requested Spencer to provide a cost estimate of the work requested by the City. By letter to the Receiver dated October 11, 2019 Spencer estimated the cost to be in excess of \$800,000.
- 4.14 Subsequent meetings and communications among Spencer, the Receiver and the City have failed to resolve the issue. On November 5, 2020, the City sent correspondence to Spencer and MT re-iterating its position that the Pond is deficient and requiring the owner to undertake the modifications summarized above.
- 4.15 On November 25, 2020 the Receiver's counsel advised the City, in writing, of the Receiver's position that:
- (a) The Receiver has no obligation to complete the work required by the City. The Receiver is not the 'owner' of the Royal Timbers subdivision, is not a party to the subdivision agreement and has no obligation to perform contracts to which Banwell is a party (the Appointment Order provides that the Receiver is not obligated to perform contracts of the Companies);
 - (b) The obligation to complete the work (if there is one) rests solely with Banwell as the owner and the party to the subdivision agreement with the City;
 - (c) If the work is not completed, the City has a potential unsecured claim against Banwell for breach of the subdivision agreement. There will not be sufficient funds available in the Banwell receivership to complete the work required by the City and to fully satisfy the claims of Banwell's creditors. By completing the work, the Receiver would be giving the City a preference over the claims of other Banwell unsecured creditors to which the City is not entitled;

- (d) The Receiver was prepared to complete a reduced scope of work at an approximate cost of \$70,000 which would increase the Pond's storage capacity by approximately 1,000 cubic metres, or 13%. Upon completion of this work the Receiver would expect Phases 2 and 4 of the subdivision to be fully assumed by the City.

4.16 On February 5, 2021 the City advised the Receiver's counsel that it would provide a formal response shortly, but this has not yet been received.

Robinet Road Services Cost Sharing

4.17 Section 4 of the Tenth Report outlined the arrangements under which Robinet Road property owners would reimburse Banwell for a portion of the cost of installing services at the rear of their lots, thus making the rear half of their lots suitable for severance.

4.18 As outlined in the Eleventh Report, the Receiver received the full amount of funds applicable to the cost sharing for Phase 2 totalling \$595,876.17 and completed the related conveyance of the Phase 2 Reserve Blocks to the City on October 4, 2017. The Receiver subsequently reimbursed the City \$13,926.56 for the cost of water connections that were provided for in the cost sharing calculation, but not installed in the original construction.

4.19 By Order dated May 29, 2017, Mr. Justice Thomas approved the transfer of the one foot reserve blocks described as Blocks 54, 55, 56, 57, 58, 59, 60, 61, 62 and 63, Plan 12M-546 (the "**Phase 4 Reserve Blocks**") to the City and vesting in the City all of the Banwell's right, title and interest in free and clear of any and all claims and encumbrances.

4.20 All required documentation applicable to the cost sharing for Phase 4 was submitted to the City by Spencer. The City completed its cost sharing calculations and determined that \$106,296, exclusive of GST/HST, is reimbursable to Royal Timbers for the 5 Robinet Road lots backing onto Phase 4. The Receiver advised the City of its acceptance of the cost sharing calculation.

- 4.21 To date, 3 individual Robinet Road property owners have paid the City for their proportionate share of servicing, who in turn has paid the Receiver the amount of \$66,632. The Receiver has released all the Phase 4 Reserve Blocks in favour of Banwell for these properties and directed MT to arrange the conveyance with the City. The City has advised that it is finalizing a report to City Council on the Phase 4 cost sharing. Upon approval by Council, the City will pay the Receiver the balance of the cost sharing amount that has not been funded by individual property owners and the Receiver will release and convey the remaining Phase 4 Reserve Blocks.

Commercial Lands

- 4.22 Several years prior to the appointment of the Receiver, the commercial lot known as Block 100 under the original reference plan 12R-22842 (the "**Prior Reference Plan**") was sold by Royal Timbers to 2248144 Ontario Limited ("**2248144 Ontario**") and developed as a dental/medical building ("**Banwell Dental**").
- 4.23 On April 2, 2015 the Receiver completed the sale of the adjacent commercial lot known as Block 200 under the Prior Reference Plan to 838605 Ontario and it has now been developed and operates as Alexander Daycare.
- 4.24 The Eleventh Report summarized the Receiver's efforts to sell the approximately 9.64 acres of remaining commercial development land owned by Royal Timbers that are located on the west side of Banwell Road, north of Blocks 100 and 200 and south of 3155 Banwell (the "**Banwell Road Commercial Lands**"). The report identified several factors that have negatively impacted the saleability of the Banwell Road Commercial Lands to date.
- 4.25 As outlined in the Twelfth Report, in consultation with MGS Real Estate Consulting Inc. ("**MGS**"), the Receiver undertook a lengthy process to revise and reconfigure the Banwell Road Commercial Lands to make them more marketable, including, but not limited to:
- (a) Discharge from title of several site plan control agreements with the City for which the commencement dates had passed;

- (b) Consolidation of Property Identification Numbers (“**PINs**”) of the existing parcels;
 - (c) Several applications to the City Committee of Adjustment (“**Committee of Adjustment**” or “**COA**”) regarding the proposed new reference plan, easements for parking and ingress/egress and conveyance of land to the City for construction of a signalized intersection at the corner of Banwell Road and Palmetto Street (the “**Palmetto Intersection**”);
 - (d) Prepare a new survey and subsequent revisions to create the new reference plan;
 - (e) Prepare new or amended shared parking agreement and mutual services agreement; and
 - (f) Abandon certain existing easements no longer required and registration of new easements.
- 4.26 The Palmetto Intersection will control traffic from Banwell Road east to Palmetto Street and west to an internal driveway (the “**Palmetto Driveway**”) that will provide northerly ingress and egress to the Banwell Road Commercial Lands. As outlined in the Twelfth Report, under a cost sharing agreement dated November 15, 2004 between Banwell, the City and two other developers in the Banwell Road corridor, Banwell is responsible for 50% of the costs to construct the Palmetto Intersection. The Receiver has paid Banwell/Royal Timbers proportionate share to the City.
- 4.27 The new reference plan, identified as 12R-27789 (the “**New Reference Plan**”) was deposited with the Land Registry Office (“**LRO**”) on May 14, 2019 and was included with the Twelfth Report. For reference it is attached hereto as **Appendix C**.
- 4.28 In general terms, the New Reference Plan divided the Banwell Road Commercial Lands into ten roughly equal sized lots of 1 acre each. Lots 1-4 were sold by the Receiver to Banwell Gardens on August 15, 2019. The sale was approved by the court on June 18, 2019; however, closing was delayed in order for the Receiver’s counsel to obtain certain consents from the City and register certain easements to satisfy the requirements of the LRO.

- 4.29 In addition to the purchase price, Banwell Gardens paid to the Receiver \$107,055, representing its proportionate share of estimated future servicing costs for extending sewers north to Banwell Road Parcels 1-4 and constructing an internal roadway within the Banwell Road Commercial Lands (the “**Commercial Servicing**”). These funds are held in trust by MT, to be disbursed to the Receiver upon completion of the Commercial Servicing.
- 4.30 As part of the process outlined in Section 4.25, the Receiver registered partial releases of the easements originally registered in 2007 as instrument CE267537. The partial releases were certified by LRO staff at the time of registration. Subsequently, in October 2019 LRO advised the Receiver’s counsel that the partial releases were not acceptable and all Property Identification Numbers (“**PIN’s**”) affected by these easements were frozen.
- 4.31 Following communications between senior LRO staff, the Receiver’s counsel and a professional surveyor firm engaged by the Receiver, a resolution was reached whereby instrument CE267537 would be completely released and new easements for utilities, services and access, based on the New Reference Plan, would be drafted and registered on title.
- 4.32 This process required obtaining consents from all parties to instrument CE267537, namely 2248144 Ontario and 838605 Ontario, and approval from the Committee of Adjustment for each of the new easements. In all, 12 applications were submitted by MGS to the COA on behalf of the Receiver. Following the resumption of virtual meetings of the COA, which were limited to 5 applications per applicant in each meeting, the Receiver obtained Orders from the COA consenting to each of the required easements. The appeal period for the most recent of the Orders expired on November 13, 2020.
- 4.33 The Receiver has now finalized the various consents with the City and LRO. The LRO has certified the easement documents and created PINs for the lots in the New Reference Plan, which will allow land conveyances to occur.
- 4.34 The Twelfth Report provided background to an Agreement of Purchase and Sale between the Receiver, as vendor and 2248144 Ontario as purchaser, dated January

3, 2019 (the “**Part 24 APS**”) with respect to a sliver of land of approximately 455 square meters that encroaches on the most southerly portion of the Banwell Road Commercial Lands. The land is comprised by Part of lots 143 & 144 Concession 1, designated as Part 24 on Plan 12R-27789, being part of PIN 01566-0979 (LT); LRO #12 (“**Part 24**”). The Part 24 APS was subject to amendment to establish a new completion date.

- 4.35 By Order dated June 18, 2019 (the “**Part 24 AVO**”), Mr. Justice Thomas approved the transfer of Part 24 to 2248144 Ontario (the “**Part 24 Transaction**”) and vesting in 2248144 Ontario all of Royal Timber’s right, title and interest in Part 24 free and clear of any and all claims and encumbrances, other than permitted encumbrances. A copy of the Part 24 AVO is attached hereto as **Appendix D**.
- 4.36 Due to the issues with LRO, the Part 24 Transaction has not yet been completed. With these issues now resolved, the Receiver expects to complete the Part 24 Transaction in the near future. However, in order to do so, the Part 24 AVO needs to be amended because of changes arising from the process to revise and reconfigure the Banwell Road Commercial Lands to make them more marketable, as described in paragraphs 4.25 to 4.33 above.
- 4.37 In particular, the property description and PIN for Part 24 has changed (now 01566-1018 (LT) instead of 01566-0979 (LT)), executions have been registered on title to Part 24 which need to be deleted (in the thumbnail or “Property Remarks” section of the parcel register for Part 24), and three transfer easement instruments were registered on January 20, 2021 which need to remain as permitted encumbrances (CE986396, CE986406 and CE986407). Accordingly, the Receiver seeks an Order amending the Part 24 AVO. A copy of the parcel register for Part 24 prepared on February 18, 2021 is attached hereto as **Appendix E**. A copy of a comparison of the Part 24 AVO to the draft Amended Part 24 AVO, attached as Appendix B to the Notice of Motion, is attached hereto as **Appendix F**.
- 4.38 The Receiver engaged Spencer to design and tender the Commercial Servicing. The scope of the Commercial Servicing was expanded to include commitments made by the Receiver under the terms of the Banwell Road Parcels 5-10 APS. These include: extending municipal water supply lines into each of Banwell Road Parcels 5-10,

installing storm and sanitary sewer connections at the rear of each of the parcels and removing existing water and sewer lines within Parcels 8, 9 and 10.

- 4.39 Six tenders were received prior to the closing date of April 9, 2020 and the contract was awarded to Sterling Ridge Infrastructures Inc. ("**Sterling Ridge**"). After some delay due to Covid-19 restrictions, the work commenced in June 2020 and was substantially completed in July 2020. The Palmetto Driveway was excavated and partly constructed, but will not be completed until the spring of 2021 so that it may be integrated with the Palmetto Intersection being constructed by the City.
- 4.40 Arrangements are in place with the City whereby the receipt of a site plan application from either Banwell Gardens or the owner of Banwell Road Parcel 5 will trigger the completion of the Palmetto Intersection.

Simba Mortgages

- 4.41 Since the Twelfth Report, and pursuant to the Simba Distribution Order and Simba Mortgages and D'Amore Advances Order, on September 19, 2019 the Receiver fully repaid the Simba and D'Amore Estate mortgages registered as instruments CE 269248, CE 269250 and CE 269253. The total amount repaid was \$672,170.15.
- 4.42 Subject to the court approving the Banwell Road Parcels 5-10 Transaction, the remainder of the Simba and D'Amore Estate mortgages will be repaid following the completion of that transaction.

Other Matters

- 4.43 The Receiver continues to work with the Companies' external accountants in preparing annual financial statements for each of the Companies. Since the Twelfth Report, financial statements were prepared, and income tax returns filed for the fiscal years ended May 31, 2019 and May 31, 2020.

5. Receiver's Sale of Banwell Road Parcels 5-10

- 5.1 Banwell Road Parcels 5-10 (or the "**Property**") comprise approximately 6 acres of commercial development land adjacent to the land sold by the Receiver to Banwell Gardens. They represent the portion of the Banwell Road Commercial Lands located south of Palmetto Street, and north of Blocks 100 and 200.
- 5.2 The Receiver listed Banwell Road Parcels 5-10 for sale with Royal LePage Binder Real Estate of Windsor, Ontario ("**Royal LePage**") at a combined list price of \$2,899,900.
- 5.3 After some negotiations, on September 11, 2019 the Receiver entered into the Banwell Road Parcels 5-10 APS for the sale of Banwell Road Parcels 5-10 to 2186234 Ontario. The Banwell Road Parcels 5-10 APS was amended on February 25, 2021 to: (a) specifically describe the notice instruments registered on title to Banwell Road Parcels 5-10 on February 24, 2021 for the new Mutual Services Agreement and the new Shared Parking Agreement and which are permitted encumbrances under the draft Approval and Vesting Order for Banwell Road Parcels 5-10; and (b) to remove the old Mutual Services Agreement and the old Shared Parking Agreement from the list of permitted encumbrances in the Banwell Road Parcels 5-10 APS so that they can be deleted under the draft Approval and Vesting Order for Banwell Road Parcels 5-10. A copy of the Banwell Road Parcels 5-10 APS, with the purchase price and deposit terms redacted, and together with the amendment dated February 25, 2021, is attached hereto as **Appendix G**. An unredacted copy of the Banwell Road Parcels 5-10 APS is attached as **Appendix A** to the Confidential Supplement.
- 5.4 Deposits paid by the Purchaser are held in trust by Royal LePage and not included in the Receiver's Statement of Receipts and Disbursements.
- 5.5 The Receiver is seeking approval for the sale of Banwell Road Parcels 5-10 pursuant to the Banwell Road Parcels 5-10 APS and a Vesting Order in respect of Banwell Road Parcels 5-10.

- 5.6 In order to complete the transaction contemplated by the Banwell Road Parcels 5-10 APS, executions that were added to title to the Banwell Road Parcels 5-10 as a result of the process to revise and reconfigure the Banwell Road Commercial Lands, as described in paragraphs 4.25 to 4.33 above, need to be deleted from title. The draft Approval and Vesting Order specifically provides for the deletion of these executions, which are contained in the thumbnail or “property remarks” section of the parcel registers for Banwell Road Parcels 5-10. Copies of the parcel registers for Banwell Road Parcels 5-10 obtained on February 25, 2021 are attached hereto as **Appendix H**.
- 5.7 Banwell Road Parcels 5-10 were previously subject to a full sale process conducted by the Receiver in March 2016, and described in the Tenth Report of the Receiver, that did not yield any offers. Banwell Road Parcels 5-10 have been listed for sale under both the Prior Reference Plan and the New Reference Plan since April 18, 2016.
- 5.8 The Receiver commissioned appraisals of the Banwell Road Commercial Lands as they were configured under the Prior Reference Plan by Metrix Realty Group of London, Ontario (“**Metrix**”). Banwell Road Parcels 5-10 cover approximately the same area as Blocks 300, 400, 500 and 600 under the Prior Reference Plan. The Metrix appraisal report of Blocks 300 and 400, dated March 24, 2015 (the “**Metrix Block 300 & 400 Appraisal**”) is attached as **Appendix C** to the Confidential Supplement. The Metrix appraisal report of Blocks 500 to 900, also dated March 24, 2015 (the “**Metrix Block 500-900 Appraisal**”) is attached as **Appendix D** to the Confidential Supplement.
- 5.9 The Receiver’s analysis of the Banwell Road Parcels 5-10 Transaction is contained in the Confidential Supplement.
- 5.10 The Receiver requests that the Court make an order sealing the Confidential Supplement to avoid the negative impact which the dissemination of the confidential information contained therein might have should the Banwell Road Parcels 5-10 Transaction fail to close for any reason. Publication of the purchase price would undermine the fairness of the resumption of the sale process that may be required if the Banwell Road Parcels 5-10 Transaction does not close.

- 5.11 It is the Receiver's view that that the Banwell Road Parcels 5-10 Transaction is appropriate in the circumstances.
- 5.12 The Receiver is of the view that it has maximized the realization available and the Banwell Road Parcels 5-10 Transaction is commercially reasonable in all respects. Given the foregoing, the Receiver is of the view that the Banwell Road Parcels 5-10 Transaction is in the best interest of the creditors and other stakeholders of the Companies.
- 5.13 The Receiver recommends that this Court approve the completion of the Banwell Road Parcels 5-10 Transaction.

6. Statement of Receipts and Disbursements of the Receiver

6.1 The Receiver maintains a bank account with BMO in London, Ontario for each of Banwell and Royal Timbers. The Real Ranchs Trust Account with BMO has been closed and the remaining balance credited to the Banwell account. Attached as **Appendix I, Appendix J and Appendix K** respectively, are the Banwell Statement of Receipts and Disbursements, Royal Timbers Statement of Receipts and Disbursements and Real Ranchs Trust Account Statement of Receipts and Disbursements. Full details of the Receiver's receipts and disbursements to January 31, 2018 were provided in the Eleventh Report. The Twelfth Report included details of any line items that changed by more than \$1,000 since the Eleventh Report. Details of any new or changed line items since the Twelfth Report are provided below.

6.2 Receipts - Banwell

- (a) *City of Windsor – Robinet Road cost sharing (\$648,581.70)* — The Receiver received \$581,949.61 from the City for the Robinet Road services cost sharing arrangement applicable to Phase 2 of the Royal Timbers subdivision and \$66,632.09 applicable to Phase 4 of the Royal Timbers subdivision.
- (b) *GST / HST refunds (\$441,522.43)* — The Receiver received \$441,522.43 in refunds on HST returns filed.
- (c) *Funds transferred from Real Ranchs (\$24,288.53)* — The Receiver transferred the account balance of \$24,288.53 to its Banwell account and closed the Real Ranchs account.

6.3 Disbursements - Banwell

- (a) *Receiver's fees (\$795,054.53)* – BDO's interim accounts through February 28, 2019 have been approved by the Court and \$755,231.32, excluding HST, was paid from the Banwell account. BDO's interim account for the period October 29, 2019 to July 31, 2020 in the amount of \$53,500.00, excluding HST, is

subject to Court approval. \$39,823.01 has been paid from the Banwell account towards this account.

- (b) *Property taxes (\$586,303.11)* — The Receiver paid \$586,303.11 to the City of Windsor for property tax arrears from 2010 through December 31, 2013, and from 2014 through 2020 on a current basis. Royal Timbers property taxes were paid from the Banwell account from 2017 through 2019. Property taxes previously paid on Real Ranchs' lots have been repaid from the Real Ranchs Trust Account.
- (c) *Legal fees (\$405,500.37)* – MT's accounts through March 28, 2019 have been approved by the Court and \$371,905.12, excluding HST, was paid from the Banwell account. MT's interim accounts for the period April 1, 2019 to March 10, 2020 in the amount of \$33,594.83 were paid from the Banwell account and are subject to Court approval.
- (d) *HST Paid (\$379,754.53)* — The Receiver paid \$379,754.53 in HST on its disbursements.
- (e) *Professional fees – Engineering & Survey (\$177,377.14)* – The Receiver paid the accounts of RC Spencer Associates Inc. for engineering and supervision fees in connection with the following: Block 120 paving; Phase 2 sidewalk construction, curb repair, base asphalt repair and surface paving, storm water retention pond rehabilitation, pump electrical and City assumption issues; Phase 4 sidewalk construction and surface paving; and other projects. The Receiver also engaged Verhaegen Land Surveyors for surveying of Block 120, the Banwell Commercial Lands and other projects.
- (f) *Accounting fees (\$80,875.00)* — The Receiver paid \$80,875.00 to Grant Thornton LLP (formerly Hyatt Lassaline LLP) for the preparation of Banwell and Royal Timbers financial statements and income tax returns.
- (g) *Repairs and Maintenance (\$56,081.73)* – The Receiver paid \$56,081.73 for landscaping, grass/weed cutting, snow removal and repairs and maintenance to the lots and subdivision infrastructure.

- (h) *Letter of Credit fees (\$46,958.97)* — The Receiver has paid annual fees to BMO totaling \$46,958.97 to maintain letters of credit posted with the City.
- (i) *Utilities (\$12,667.12)* — The Receiver paid \$12,667.12 in utilities for the storm water retention pond/pump and Enwin connection/installation charges.
- (j) *Insurance (\$9,521.64)* — The Receiver paid \$9,521.64 for the insurance premiums on the combined Banwell and Royal Timbers policy.

6.4 Receipts – Royal Timbers

- (a) *Sale of Banwell Road Parcels 1-4 (\$1,409,906.31)* – The Receiver received \$1,409,906.31 from the sale of Banwell Road Parcels 1-4. The proceeds received were net of a holdback for servicing costs, real estate commissions and property tax adjustments on closing.
- (b) *GST / HST refunds (\$59,092.22)* — The Receiver received \$59,092.22 in refunds on HST returns filed.

6.5 Disbursements – Royal Timbers

- (a) *Construction (\$414,909.09)* – The Receiver paid \$414,909.09 to Sterling Ridge for the Commercial Servicing.
- (b) *Receiver's fees (\$292,869.42)* – BDO's interim accounts through February 28, 2019 have been approved by the Court and \$196,358.56, excluding HST, was paid from the Royal Timbers account. BDO's interim accounts for the period March 1, 2019 to October 28, 2019 in the amount of \$96,510.80, excluding HST, were paid from the Royal Timbers account and are subject to Court approval.
- (c) *Property taxes (\$351,639.18)* — The Receiver paid \$351,639.18 to the City of Windsor for property taxes on commercial properties and lands owned by Royal Timbers.
- (d) *Legal fees (\$159,502.60)* – MT's accounts through March 28, 2019 have been approved by the Court and \$158,846.59, excluding HST, was paid from the

Royal Timbers account. MT's interim account for the period March 1, 2020 to May 8, 2020 in the amount of \$656.00 was paid from the Royal Timbers account and is subject to Court approval.

- (e) *HST Paid (\$139,258.07)* — The Receiver paid \$139,258.07 in HST on its disbursements.
- (f) *Professional fees – Engineering & Survey (\$76,760.95)* – The Receiver paid the accounts of RC Spencer Associates Inc. for engineering and supervision fees in connection with the Commercial Servicing and other projects. The Receiver also engaged Verhaegen Land Surveyors for surveying of the Banwell Road Commercial Lands, a hydro easement within the commercial lands and preparing the New Reference Plan.
- (g) *Accounting fees (\$43,150.00)* — The Receiver paid \$43,150.00 to Grant Thornton LLP (formerly Hyatt Lassaline LLP) for the preparation of Royal Timbers financial statements and income tax returns.
- (h) *Committee of Adjustment (\$38,402.00)* — The Receiver paid \$38,402.00 to the City of Windsor for COA application fees in connection with the Banwell Road Commercial Lands.
- (i) *Repairs and Maintenance (\$27,283.53)* — The Receiver paid \$27,283.53 repairs and maintenance to the Commercial Plaza and grass cutting of the Banwell Road Commercial Lands.
- (j) *Legal fees (Other) (\$9,545.51)* — The Receiver paid \$9,545.51 in miscellaneous legal fees related to the Banwell Road Commercial Lands and other matters.
- (k) *Consulting fees (\$9,457.50)* — The Receiver paid \$9,457.50 to MGS for consulting fees.

6.6 Receipts – Real Ranchs Trust Account

- (a) *No changes*

6.7 **Disbursements – Real Ranchs Trust Account**

- (a) *Remaining balance of \$24,288.53 transferred to Receiver's Banwell account.*

7. Fees and Disbursements of the Receiver and its Counsel

- 7.1 Pursuant to Paragraph 19 of the Appointment Order, the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, and the Receiver and counsel to the Receiver have been granted a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person as security for payment of the Professional Fees (the “**Receiver’s Charge**”).
- 7.2 Pursuant to paragraph 21 of the Appointment Order, the Receiver is at liberty, from time to time, to apply reasonable amounts, out of the monies in its hands, against the Professional Fees and such amounts shall constitute advances against the Professional Fees when and as approved by the Court.
- 7.3 Attached as **Appendix L** is the fee affidavit of Stephen N. Cherniak sworn February 19, 2021 containing BDO’s interim accounts as Receiver for the following periods:
- March 1, 2019 to July 22, 2019
 - July 22, 2019 to October 28, 2019
 - October 28, 2019 to July 31, 2020
- 7.4 The Receiver’s fees paid to date, excluding HST, for Banwell and Royal Timbers are as follows:
- | | | |
|---------------------------------------|---|----------------|
| Fees paid and Court approved | - | \$951,589.80 |
| Fees paid, but not yet Court approved | - | 136,333.81 |
| Fees neither paid, nor Court approved | - | 13,676.99 |
| | | \$1,101,600.60 |
| | | \$1,101,600.60 |
- 7.5 The Receiver submits that the hourly rates charged by the Receiver and its staff are commensurate with commercially reasonable rates for mid-market insolvency firms in the Southwestern Ontario region.

7.6 Attached as **Appendix M** is the fee affidavit of Sherry Kettle, affirmed February 18, 2021 containing the interim accounts of MT for the period April 1, 2019 to January 31, 2021.

7.7 MT's fees paid to date, excluding HST, for Banwell and Royal Timbers are as follows:

Fees paid and Court approved	-	\$530,751.72
Fees paid, but not yet Court approved	-	34,250.83
Fees neither paid, nor Court approved	-	24,710.03
		<u>\$589,712.58</u>

7.8 It is the Receiver's opinion that the Professional Fees are fair and reasonable and justified in the circumstances and accurately reflect the work done by the Receiver and MT in connection with the receivership during the relevant periods.

8. Distribution and Remaining Steps

- 8.1 The balance owing by Royal Timbers on the remaining Simba and D'Amore Estate mortgages is \$1,264,145 at May 31, 2020, plus interest accrued since that date. Upon completion of the Banwell Road Parcels 5-10 Transaction the Receiver will have sufficient funds on hand to pay the outstanding balance on the remaining Simba and D'Amore Estate mortgages in accordance with the Simba Distribution Order and the Simba Mortgages and D'Amore Advances Order.
- 8.2 There are three known unsecured creditors of Royal Timbers as follows:
- (a) AGM provided ongoing legal services to Royal Timbers, and subsequently the Receiver in connection with litigation with J Lepera Contracting Inc. ("**Lepera**"). Lepera sued Royal Timbers for payment for servicing work which it had undertaken on the Banwell Commercial Lands. The action was dismissed and Lepera appealed. As outlined in the Tenth Report, the appeal was dismissed by the Divisional Court in reasons dated October 16, 2016. The Receiver has reviewed the outstanding accounts of AGM totalling \$129,662.34, inclusive of HST, and found them satisfactory.
 - (b) Dunn provided site servicing to the Banwell Road Commercial Lands under the Old Reference Plan. Dunn obtained default judgement against Royal Timbers in the amount of \$49,893.46 for unpaid accounts, including \$2,000 in costs (the "**Dunn Judgment**"). The Dunn Judgment bears interest at a rate of 26.8% from May 11, 2012. A copy of the Dunn Renewal of Writ of Seizure and Sale dated March 12, 2019 is attached as **Appendix N**.
 - (c) D'Amore advanced \$871,000 by way of loans to the Companies. Pursuant to the Simba Mortgages and D'Amore Advances Order, those loans are to be repaid to the D'Amore Estate. Of the \$871,000, \$5,500 was advanced to Royal Timbers.
- 8.3 Subject to the completion of the Banwell Road Parcels 5-10 Transaction, after paying out the remaining Simba mortgages, sufficient funds will be available to fully pay the claims of Royal Timbers unsecured creditors.

- 8.4 The Receiver's legal counsel has advised that since there will be sufficient funds available to fully pay the unsecured claims, including interest, the "*interest stops rule*" does not apply. The "*interest stops rule*" provides that in an insolvency proceeding, interest on unsecured claims stops as of the date of the commencement of the insolvency proceeding. The purpose behind the rule is fairness: the rule prevents creditors with interest entitlements from having their claims grow, post-insolvency, disproportionately to those with no, or lesser, interest entitlements. Since there are sufficient funds available to fully pay the unsecured claims, including interest, there is no unfairness for the rule to operate.
- 8.5 The Receiver has calculated the amount owing under the Dunn Judgment at January 31, 2021 to be \$166,671.44, plus a per diem amount of \$36.63. A schedule of the Receiver's calculation is included in **Appendix O**.
- 8.6 Due to the high interest rate in the Dunn Judgment and several years having elapsed, the amount now owing to Dunn includes \$116,642 in interest on the original judgment amount of \$49,893. The Receiver has contacted legal counsel for Dunn and canvassed whether it would accept a negotiated amount, based on a more commercially reasonable interest rate, in full satisfaction of its claim against Royal Timbers. Dunn's legal counsel has advised the Receiver that it is not prepared to compromise its claim.
- 8.7 Counsel for the D'Amore Estate has previously suggested to the Receiver that interest is payable on the \$871,000 loan under the terms of a Unanimous Shareholder Agreement ("**USA**") made between Patrick D'Amore as trustee, 928579 Ontario Limited, Banwell, J. Murray Troup and Patrick L. D'Amore. The USA provides for the payment of interest for "servicing financing" provided by Patrick D'Amore. The Receiver has been unable to conclude based on the documents provided to it that the \$871,000 loan was "servicing financing" within the meaning of the USA.
- 8.8 Other provisions of the USA deal with "additional financing" and "voluntary shareholder loans", but do not address the payment of interest on such loans.
- 8.9 Based on the documents provided to it, the Receiver is unable to conclude that an agreement for payment of interest on the \$871,000 loan was made.

- 8.10 Therefore, subject to the Court approving the Banwell Road Parcels 5-10 Transaction and the Banwell Road Parcels 5-10 Transaction being completed, the Receiver recommends to the Court that the Receiver be authorized to make the following distributions to Royal Timbers unsecured creditors:
- (a) \$129,662.34 to AGM;
 - (b) \$166,677.41 to Dunn; and
 - (c) \$5,500 to the D'Amore Estate.
- 8.11 Upon the above distributions being completed, all known creditor claims against Royal Timbers will have been fully satisfied.
- 8.12 The Royal Timbers estate owes the Banwell estate for certain amounts paid from the Banwell estate, including the Receiver's share of the Palmetto Intersection, property taxes on Royal Timbers lands, payout of Royal Timbers Simba mortgages, expenses related to the Banwell Commercial Lands and other advances. As indicated in the note to the Statements of Receipts and Disbursements these amounts total \$579,623.81 and will be repaid subject to the Court approving the Banwell Road Parcels 5-10 Transaction and the Banwell Road Parcels 5-10 Transaction being completed.
- 8.13 Royal Timbers is a subsidiary of Banwell. Upon the completion of the administration of the Royal Timbers receivership, the surplus funds remaining in the Royal Timbers receivership account will be payable to Banwell as shareholder. The surplus funds will be transferred by the Receiver to the Banwell receivership account and will become available for distribution to Banwell's creditors, which include purchasers of residential lots prior to the appointment of the Receiver who paid security deposits that were not segregated by Banwell.
- 8.14 The transfer of the surplus funds will not be completed and no distribution will be made to the Banwell creditors until such time as all outstanding matters in the realization of the lands of the Companies is complete. The outstanding matters include:

- (a) *The Stormwater Management Pond and the Assumption by the City of Phases 2 and 4 of the Royal Timbers Subdivision* – The Receiver is awaiting a response from the City to the Receiver’s most recent proposal. If the proposal is accepted by the City, remediation work to the Pond at an approximate cost of \$70,000 will be undertaken by the Receiver and the City will assume Phases 2 and 4 of the Royal Timbers Subdivision. Failing a positive response from the City, no further work will be undertaken by the Receiver to the Pond and the City may choose not to assume Phases 2 and 4. In that event, the City may have an unsecured claim against Banwell for breach of the subdivision agreement, which could affect the distribution to be made to the Banwell creditors;
- (b) *Conveyance of the Remaining Phase 4 Reserve Blocks* – this is expected to be completed in the near future. Upon the conveyance being completed, the Receiver will receive the balance of the shared servicing costs (approximately \$39,664);
- (c) *Completion of the Commercial Servicing* – the Commercial Servicing is expected to be completed in the spring of 2021. Upon the completion of the Commercial Servicing the funds escrowed as part of the Banwell Gardens sale transaction (\$107,055) will be fully released to the Receiver;
- (d) *Conveyance of Part 24 to 2248144 Ontario* - with the easements issue having been recently resolved with the land registry office, this is expected to be completed in the near future, subject to the requested amendment to the Part 24 AVO being granted; and
- (e) *Lot deposits collected by Receiver* – the Receiver collected approximately \$101,250 in security deposits on the sale of residential lots in the Royal Timbers subdivision. The deposits will be reviewed and refunded to the purchasers of the lots, less any offset for costs of damages or restoration incurred by the Receiver.

8.15 Upon the completion of the Banwell Road Parcels 5-10 Transaction and the above outstanding matters, the administration of the receivership for the Companies may be

completed and the remaining funds distributed to the Banwell creditors. No distribution to the Banwell shareholders is anticipated. A further motion will be brought by the Receiver for court approval of the distribution of funds to the Banwell creditors, at which time the Receiver will seek to be discharged.

9. Recommendations

- 9.1 The Receiver recommends and respectfully requests that this Court grant an Order:
- (a) approving the Banwell Road Parcels 5-10 APS and authorizing and directing the Receiver to enter into and complete the Banwell Road Parcels 5-10 Transaction;
 - (b) vesting in 2186234 Ontario all of Royal Timbers' right, title and interest in and to the Banwell Road Parcels 5-10 free and clear of any and all claims and encumbrances, other than permitted encumbrances;
 - (c) amending the Part 24 AVO;
 - (d) sealing the Confidential Supplement filed with the Court from the public record until the earlier of the completion of the Banwell Road Parcels 5-10 Transaction or further order of the Court;
 - (e) approving the Thirteenth Report and the activities and actions of the Receiver described therein;
 - (f) approving the Banwell Statement of Receipts and Disbursements, the Royal Timbers Statement of Receipts and Disbursements and the Real Ranchs Trust Account Statement of Receipts and Disbursements;
 - (g) approving the Professional Fees; and
 - (h) authorizing the following distributions to be made to creditors of Royal Timbers in full satisfaction of their claims following the completion of the Banwell Road Parcels 5-10 Transaction:
 - (i) \$129,662.34 to AGM;
 - (ii) \$166,677.41 to Dunn; and
 - (iii) \$5,500 to the D'Amore Estate.

All of which is Respectfully Submitted this 25th day of February, 2021.

BDO Canada Limited in its capacity as Court Appointed Receiver
of the property, assets and undertakings of Banwell Development
Corporation and Royal Timbers Inc. and not in any personal capacity



Per: Stephen N. Cherniak, CPA, CA, CIRP
Licensed Insolvency Trustee
Senior Vice President

APPENDIX “C”

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

KEVIN D'AMORE

Applicant

- and -

**BANWELL DEVELOPMENT CORPORATION, 928579 ONTARIO LIMITED,
SCOTT D'AMORE, ROYAL TIMBERS INC. AND M.R. DUNN CONTRACTORS LTD.**

Respondents

APPLICATION UNDER SECTION 207 OF THE *BUSINESS CORPORATIONS
ACT*, R.S.O. 1990, C. B. 16, AS AMENDED

**SUPPLEMENTARY REPORT TO THE THIRTEENTH REPORT TO THE COURT SUBMITTED
BY BDO CANADA LIMITED,
AS RECEIVER OF BANWELL DEVELOPMENT CORPORATION
AND ROYAL TIMBERS INC.**

March 22, 2021

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Appendices

- Appendix A** - D'Amore Construction (2000) Ltd. Judgment dated February 1, 2018
- Appendix B** - Schedule of Amount Owing – Affleck Greene McMurtry LLP
- Appendix C** - Schedule of Amount Owing – D'Amore Construction (2000) Ltd. Judgment (“DAC”)
- Appendix D** - Letter dated March 9, 2021 from William Sasso, counsel for DAC, together with reasons of Regional Senior Justice Thomas dated June 12, 2017 in *D'Amore v. Banwell Development Corporation et al*, 2017 ONSC 3455
- Appendix E** Letter dated March 15, 2021 from counsel for DAC together with a letter from counsel for DAC to Regional Senior Justice Thomas and attached Submissions on Interest Stops Rule
- Appendix F** Receiver's Statement of Issues and Law for the motion returnable May 29, 2017
- Appendix G** Order of Justice Thomas dated June 5, 2013

1. Introduction and Background

1.1 Introduction

- 1.1.1 This report is submitted by BDO Canada Limited, in its capacity as Receiver (“**BDO**” or the “**Receiver**”) of all assets, undertakings and properties (the “**Property**”) of Banwell Development Corporation (“**Banwell**”) and Royal Timbers Inc. (“**Royal Timbers**” and collectively with Banwell, the “**Companies**”).
- 1.1.2 Upon application of Bank of Montreal, BDO was appointed as Receiver by the Order of Mr. Justice Thomas dated June 5, 2013 (the “**Appointment Order**”).
- 1.1.3 The Receiver submitted a Thirteenth Report to the Court dated February 25, 2021 (the “**Thirteenth Report**”).
- 1.1.4 Section 8.2 of the Thirteenth Report identified 3 known unsecured creditors of Royal Timbers, namely Affleck Greene McMurtry LLP (“**AGM**”), M.R. Dunn Contractors Ltd. (“**Dunn**”) and the Estate of Patrick D’Amore (“**D’Amore Estate**”). The Thirteenth Report recommended authorization of the Court to distribute funds to each of these creditors, subject to the Court approving the Banwell Road Parcels 5-10 Transaction and the Banwell Road Parcels 5-10 Transaction being completed.
- 1.1.5 Subsequently, AGM advised the Receiver that it wished to amend its claim from that previously submitted in order to include interest to the date of payout.
- 1.1.6 Also, section 8.2 of the Thirteenth Report inadvertently omitted an amount owing to D’Amore Construction (2000) Ltd. (“**DAC**”) pursuant to a Judgment dated February 1, 2018 (the “**DAC Judgment**”). The DAC Judgment as issued and entered is attached hereto as **Appendix A**. Although the judgment for work completed, materials and pre-judgment interest is against Banwell, paragraph 7 of the DAC Judgment awarded costs in the amount of \$25,000 against Banwell and Royal Timbers jointly and severally.
- 1.1.7 DAC opposes the payment of post-receivership interest to unsecured creditors of Royal Timbers until such time as there is a determination of whether or not there

will be a surplus of funds available in the combined estates of Royal Timbers and Banwell after paying principal in full to unsecured creditors of both Royal Timbers and Banwell.

1.1.8 This Supplementary Report is prepared to:

- (a) amend the title of proceedings to add M.R. Dunn Contractors Ltd.;
- (b) update the Court as to corrections made by the Land Registrar since the Thirteenth Report was served which has resulted in changes to property descriptions and permitted encumbrances on the Banwell Parcels 5-10 and a permitted encumbrance on Part 24 (a revised draft Approval and Vesting Order for the Banwell Road Parcels 5-10 Transaction and a revised draft Amendment Order for the Part 24 Approval and Vesting Order are included in the Supplementary Motion Record);
- (c) revise the Thirteenth Report to amend the recommended distribution of funds to unsecured creditors of Royal Timbers;
- (d) to advise the Court of DAC's objection to the distribution of post-receivership interest on the claims of the unsecured creditors of Royal Timbers and to seek the advice and direction of Regional Senior Thomas regarding same. This has resulted in the removal of the recommended distribution to unsecured creditors of Royal Timbers from the Ancillary Order and the addition of that recommended distribution to a separate Distribution Order, together with two (2) alternate draft Distribution Orders to address the objections of DAC; and
- (e) to update the Receiver's Thirteenth Report regarding the City of Windsor's response to the Receiver's proposal regarding the Pond.

1.1.9 Unless otherwise defined, capitalized terms in this report have the same meaning as the Thirteenth Report.

2. Terms of Reference

- 2.1 In preparing this supplementary report to the Receiver's Thirteenth Report, the Receiver has relied upon unaudited and draft, internal financial information obtained from the Companies' books and records and discussions with former management and staff (the "**Information**"). The Receiver has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of the Information and expresses no opinion, or other form of assurance, in respect of the Information.

3. Purpose of the Supplementary Report

- 3.1 This constitutes the Receiver's Supplementary Report to the Thirteenth Report to the Court (the "**Thirteenth Report Supplement**") in this matter and is filed:
- (a) to amend the title of proceedings to add M.R. Dunn Contractors Ltd.;
 - (b) to advise the Court about certain parcel identification number ("**PIN**") corrections made by the Land Registrar to the Banwell Road Parcels 5-10 and Part 24 and to provide a revised Banwell Road Parcels 5-10 Approval and Vesting Order and a revised Amendment Order re the Part 24 Approval and Vesting Order;
 - (c) to amend Section 8.10 of the Thirteenth Report to include the amended claim of AGM and the proposed distribution to DAC;
 - (d) to advise the Court of DAC's objection to the recommended distribution of post-receivership interest to unsecured creditors of Royal Timbers and to provide an amended Ancillary Order removing the Receiver's recommended distribution and, as described below, to add the Receiver's recommended distribution to a stand alone Distribution Order;
 - (e) in support of an Order of the Court:
 - (i) in the event that Regional Senior Justice determines that post-receivership interest is payable to unsecured creditors of Royal Timbers since the "interest stops rule" does not apply, authorizing the distribution of:
 - (A) \$162,751.73 to AGM (amended from the amount set out in the Thirteenth Report to include post-receivership interest) in full satisfaction of AGM's claim against Royal Timbers, following the completion of the Banwell Road Parcels 5-10 Transaction;
 - (B) \$166,671.41 to Dunn (including post-receivership interest, as set out in the Thirteenth Report) in full satisfaction of Dunn's

claim against Royal Timbers, following the completion of the Banwell Road Parcels 5-10 Transaction;

- (C) \$5,500.00 to the D'Amore Estate (as set out in the Thirteenth Report) in full satisfaction of D'Amore Estate's claim against Royal Timbers, following the completion of the Banwell Road Parcels 5-10 Transaction;
 - (D) \$27,307.53 to DAC (including post-receivership interest, as set out in this Thirteenth Report Supplement), in full satisfaction of DAC's claim against Royal Timbers, following the completion of the Banwell Road Parcels 5-10 Transaction;
- (ii) in the alternative, in the event that Regional Senior Justice Thomas determines that post-receivership interest is not payable at this time to unsecured creditors of Royal Timbers due to the application of the "interest stops rule", then an Order authorizing the distribution of the following amounts for interest to the date of the Appointment Order and principal in full satisfaction of each creditor's respective claims for same, against Royal Timbers:
- (A) \$129,662.34 to AGM;
 - (B) \$50,028.46 to Dunn;
 - (C) \$5,500.00 to the D'Amore Estate; and
 - (D) \$25,000.00 to DAC,
- with the distribution of post-receivership interest to creditors of Royal Timbers being deferred and paid only if there is a surplus in the combined receivership estates of Royal Timbers and Banwell after payment in full of all principal amounts owing to creditors of both Royal Timbers and Banwell; and
- (iii) in the further alternative, in the event that Regional Senior Justice Thomas cannot decide on the materials provided and/or without submissions of counsel whether or not post-receivership interest

should be paid to unsecured creditors of Royal Timbers, an order adjourning the applicability of the interest stops rule and the distribution of post-receivership interest to a date to be determined and an order authorizing the distribution of interest to the date of the Appointment Order and principal, as follows:

- (A) \$129,662.34 to AGM;
 - (B) \$50,028.46 to Dunn;
 - (C) \$5,500 to the D'Amore Estate; and
 - (D) \$25,000.00 to DAC;
- (f) to update the Receiver's Thirteenth Report regarding the City of Windsor's response to the Receiver's proposal regarding the Pond.

4. Banwell Road Parcels 5-10 Transaction and Part 24 Transaction

- 4.1 Following the service of the Thirteenth Report, counsel for the Purchaser of Banwell Road Parcels 5-10 requested a number of PIN corrections.
- 4.2 The Receiver contacted the Land Registry Office and was able to have the requested PIN corrections made to Banwell Road Parcels 5-10. These corrections have resulted in changes to certain reference plan numbers in the property descriptions, the addition of a missing instrument on the parcel registers and a new instrument for a Land Registrar's Order relating to the PIN corrections.
- 4.3 As a result of these PIN corrections, the draft Approval and Vesting Order for the Banwell Road Parcels 5-10 Transaction has been amended and included at Tab 2 of the Supplementary Motion Record. A comparison of the revised draft Approval and Vesting Order for the Banwell Road Parcels 5-10 Transaction (1) to the draft Approval and Vesting Order in the Motion Record; and (2) to the Model Approval and Vesting Order, are included in the Supplementary Motion Record at Tabs 3 and 4 of the Supplementary Motion Record, respectively.
- 4.4 Counsel for the Purchaser of the Banwell Road Parcels 5-10 has advised that the amendments to the draft Approval and Vesting Order for the Banwell Road Parcels 5-10 Transaction are acceptable.
- 4.5 The Land Registrar also added a missing instrument to the Part 24 parcel register. As a result, the draft Amended Part 24 Approval and Vesting Order has been further amended. The revised draft Amendment Order for the Part 24 Transaction is included at Tab 5 of the Supplementary Motion Record. A comparison of the revised draft Amendment Order containing the revised Amended Part 24 AVO to the draft Amendment Order containing the Amended Part 24 AVO in the Motion Record is included at Tab 6 of the Supplementary Motion Record.

5. Distribution and Other Updates

- 5.1 AGM previously submitted a claim against Royal Timbers for both billed and unbilled professional fees and disbursements in the amount of \$129,662.34. Subsequent to the service of the motion record containing the Thirteenth Report, AGM advised the Receiver that it wished to amend its claim against Royal Timbers.
- 5.2 AGM provided the Receiver with an accounting statement and copies of its bills, which bear interest in accordance with the *Solicitors Act*, at the rate of 3.00%.
- 5.3 As outlined in Sections 8.3 and 8.4 of the Thirteenth Report, subject to the completion of the Banwell Road Parcels 5-10 Transaction, after paying out the remaining Simba mortgages, sufficient funds will be available to fully pay the claims of Royal Timbers unsecured creditors. The Receiver's legal counsel has advised that since there will be sufficient funds available to fully pay the unsecured claims, including interest, the "*interest stops rule*" does not apply.
- 5.4 The Receiver has calculated the amount owing to AGM at February 28, 2021 to be \$162,751.73 including interest, plus a per diem amount of \$7.60. A schedule of the Receiver's calculation is included as **Appendix B**.
- 5.5 As outlined in section 1.1.6 of this Thirteenth Report Supplement, paragraph 7 of the DAC Judgment awarded costs in the amount of \$25,000 against Banwell and Royal Timbers jointly and severally.
- 5.6 The DAC Judgment provides for interest at the rate of 3.00 per cent, commencing on February 1, 2018.
- 5.7 The Receiver has calculated the amount owing by Royal Timbers under the DAC Judgment at February 28, 2021 to be \$27,307.53 including interest, plus a per diem amount of \$2.05. A schedule of the Receiver's calculation is included as **Appendix C**.

- 5.8 Accordingly, Section 8.10 of the Thirteenth Report should be amended to read as follows:

Therefore, subject to the Court approving the Banwell Road Parcels 5-10 Transaction and the Banwell Road Parcels 5-10 Transaction being completed, the Receiver recommends to the Court that the Receiver be authorized to make the following distributions to Royal Timbers unsecured creditors:

- (a) \$162,751.73 to AGM;
 - (b) \$166,671.41 to Dunn;
 - (c) \$5,500 to the D'Amore Estate; and
 - (d) \$27,307.53 to DAC.
- 5.9 Upon the above distributions being completed, all known creditor claims against Royal Timbers will have been fully satisfied.
- 5.10 Subsequent to the service of the motion record containing the Thirteenth Report, counsel for DAC advised the Receiver that DAC disagreed with payment of post-receivership interest to unsecured creditors of Royal Timbers. By letter dated March 9, 2021 (the "**March 9 Sasso Letter**"), counsel for DAC, William Sasso, advised the Receiver that DAC relies upon the reasons of Regional Senior Justice Thomas dated June 12, 2017 on a motion heard on May 29, 2017 in *D'Amore v. Banwell Development Corporation et al*, 2017 ONSC 3455 (the "**Reasons on the May 2017 Motion**"). A copy of the March 9 Sasso Letter and the Reasons on the May 2017 Motion are included as **Appendix D**.
- 5.11 By letter dated March 15, 2021 to the Receiver, counsel for DAC delivered Submissions on Interest Stops Rule together with a letter to Regional Senior Justice Thomas regarding same (collectively, the "**March 15 DAC Submissions**"). A copy of the March 15 DAC Submissions are attached as **Appendix E**.
- 5.12 DAC takes the position that Regional Senior Justice Thomas has already decided the issue regarding the applicability of the interest stops rule to Royal Timbers. DAC is of the view that Regional Senior Justice Thomas ruled that the unsecured creditors of Royal Timbers and Banwell should be grouped together for the purpose of the

payment of post-receivership interest and, as such, there can be no distribution of post-receivership interest to creditors of either Royal Timbers or Banwell until all principal is paid to unsecured creditors of both Royal Timbers and Banwell. Effectively, this would mean that the receivership estates of Banwell and Royal Timbers would be consolidated for the purpose of applying the interest stops rule.

- 5.13 The Receiver does not interpret the Reasons on the May 2017 Motion to mean that there is a consolidation of the Banwell and Royal Timbers estates or that a distribution of post-receivership interest to creditors of Royal Timbers is impacted in any way by the potential future availability of funds in Banwell to pay principal in full to creditors of Banwell.
- 5.14 To the contrary, there has been no consolidation of the Royal Timbers and Banwell receivership estates. There was no need to consolidate the Royal Timbers and Banwell receivership estates as those estates have separate creditors, the assets of each of Banwell and Royal Timbers are easily identifiable, and separate bank accounts have been maintained by the Receiver for each of Banwell and Royal Timbers.
- 5.15 The Receiver remains of the view that the “interest stops rule” does not apply to the payment of interest in the Royal Timbers estate due to the anticipated surplus remaining in Royal Timbers following the completion of the Banwell Road Parcels 5-10 Transaction and the payment in full of principal to unsecured creditors of Royal Timbers. A copy of the Receiver’s Statement of Issues and Law and Brief of Authorities for the May 2017 Motion are attached as **Appendix F**.
- 5.16 The Receiver and DAC seek clarification from Regional Senior Justice Thomas as to his intention in the Reasons on the May 2017 Motion with respect to the applicability of the interest stops rule to the distribution of interest from the Royal Timbers receivership estate, where there will be a surplus after paying principal in full to unsecured creditors of Royal Timbers.
- 5.17 To deal with the issue of distribution separately, the Receiver has amended the draft Ancillary Order to remove the section dealing with distribution, a copy of which is included at Tab 7 of the Supplementary Motion Record. A comparison of the Revised

draft Ancillary Order to the draft Ancillary Order in the Motion Record is included at Tab 8 of the Supplementary Motion Record.

5.18 The Receiver has prepared three new alternate versions of a Distribution Order:

- (a) In the event that Regional Senior Justice Thomas decides that post-receivership interest should be paid to unsecured creditors of Royal Timbers, one version of the draft Order provides for the Receiver's recommended distribution to unsecured creditors of Royal Timbers, including pre-receivership and post-receivership interest, a copy of which is included at Tab 9 of the Supplementary Motion Record;
- (b) In the event that Regional Senior Justice Thomas decides that post-receivership interest should not be paid to unsecured creditors of Royal Timbers at this time, one version of the draft Order provides for a distribution of pre-receivership interest and principal only to unsecured creditors of Royal Timbers, with the distribution of post-receivership interest to creditors of Royal Timbers being deferred and paid only if there is a surplus in the combined receivership estates of Royal Timbers and Banwell after payment in full of all principal amounts owing to creditors of Royal Timbers and Banwell, a copy of which is included at Tab 10 of the Supplementary Motion Record; and
- (c) In the event that Regional Senior Justice Thomas cannot decide on the materials provided and/or without submissions of counsel whether or not post-receivership interest should be paid to unsecured creditors of Royal Timbers, one version of the draft Order provides for a distribution of pre-receivership interest and principal only to unsecured creditors of Royal Timbers, with the issue of the applicability of the interest stops rule and the payment of post-receivership interest to unsecured creditors of Royal Timbers being adjourned to a date to be determined, a copy of which is included at Tab 11 of the Supplementary Motion Record;

5.19 A summary of the amounts owing to the four known unsecured creditors of Royal Timbers, including principal and interest amounts, is as follows:

Creditor	Principal Owning	Interest calculated by Receiver	Total
AGM	\$129,662.34	\$33,089.39	\$162,751.73
Dunn	\$50,028.46	\$116,642.98	\$166,671.44
D'Amore Estate	\$5,500.00	-	\$5,500.00
DAC	\$25,000.00	\$2,307.53	\$27,307.53

- 5.20 There has been no objection to the amount of interest as calculated by the Receiver. DAC, Dunn and AGM agree with the Receiver's calculation. Rather, DAC has objected to the entitlement of these four unsecured creditors of Royal Timbers to post-receivership interest as calculated by the Receiver.
- 5.21 The Receiver recommends proceeding with the remainder of the relief sought on this motion as that relief is not being opposed and the sale approval is time sensitive. The closing of the Banwell Road Parcels 5-10 Transaction and the Part 24 Transaction have been delayed while the reconfiguration of the lots was completed. The purchasers are anxious to proceed.
- 5.22 By way of update to paragraphs 4.4 to 4.16 of the Thirteenth Report, the City has now advised that it will accept the Receiver's proposal. As such, the City is prepared to assume Phases 2 and 4 of the subdivision upon the completion of the reduced scope of work by the Receiver at an approximate cost of \$70,000, as described in the Receiver's letter dated November 25, 2020.
- 5.23 Subsequent to the service of the motion record containing the Thirteenth Report, counsel for Dunn advised the Receiver that Dunn should be added as a respondent to this receivership proceeding pursuant to the Order of Justice Thomas dated June 5, 2013. The Receiver has amended the title of proceeding on this Thirteenth Report Supplement and the draft Orders accordingly. A copy of this Order is included as **Appendix G**.

6. Conclusion

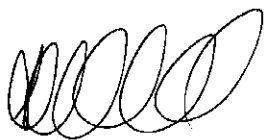
- 6.1 The Receiver recommends and respectfully requests that this Court:
- (a) grant the Banwell Road Parcels 5-10 Approval and Vesting Order in accordance with the revised draft Banwell Road Parcels 5-10 Approval and Vesting Order attached at Tab 2 of the Supplementary Motion Record;
 - (b) grant the Amendment Order re the Part 24 Approval and Vesting Order in accordance with the revised draft Amendment Order attached at Tab 5 of the Supplementary Motion Record;
 - (c) grant the Ancillary Order in accordance with the revised draft Ancillary Order attached at Tab 7 of the Supplementary Motion Record;
 - (d) in the event that Regional Senior Justice determines that post-receivership interest is payable to unsecured creditors of Royal Timbers since the “interest stops rule” does not apply, an Order, in accordance with the Distribution Order attached at Tab 9 of the Supplementary Motion Record, authorizing the distribution of:
 - (i) \$162,751.73 to AGM (amended from the amount set out in the Thirteenth Report) in full satisfaction of AGM’s claim against Royal Timbers, including pre-receivership and post-receivership interest, following the completion of the Banwell Road Parcels 5-10 Transaction;
 - (ii) \$166,671.44 to Dunn (as set out in the Thirteenth Report) in full satisfaction of Dunn’s claim against Royal Timbers, including pre-receivership and post-receivership interest, following the completion of the Banwell Road Parcels 5-10 Transaction;
 - (iii) \$5,500.00 to the D’Amore Estate (as set out in the Thirteenth Report) in full satisfaction of D’Amore Estate’s claim against Royal Timbers, following the completion of the Banwell Road Parcels 5-10 Transaction;

- (iv) \$27,307.53 to DAC (as set out in this Thirteenth Report Supplement), in full satisfaction of DAC's claim against Royal Timbers, including pre-receivership and post-receivership interest, following the completion of the Banwell Road Parcels 5-10 Transaction;
- (e) in the alternative, in the event that Regional Senior Justice determines that post-receivership interest is not payable at this time to unsecured creditors of Royal Timbers due to the application of the "interest stops rule", an Order, in accordance with the Distribution Order attached at Tab 10 of the Supplementary Motion Record, authorizing the distribution of:
 - (i) \$129,662.34 to AGM, in full satisfaction of AGM's claim against Royal Timbers for pre-receivership interest and principal;
 - (ii) \$50,028.46 to Dunn, in full satisfaction of Dunn's claim against Royal Timbers for pre-receivership interest and principal;
 - (iii) \$5,500.00 to the D'Amore Estate in full satisfaction of D'Amore Estate's claim against Royal Timbers; and
 - (iv) \$25,000.00 to DAC, in full satisfaction of DAC's claim against Royal Timbers for pre-receivership interest and principal,with the distribution of post-receivership interest to unsecured creditors of Royal Timbers deferred and paid only if there is a surplus in the combined receivership estates of Royal Timbers and Banwell after payment in full of all principal amounts owing to creditors of Royal Timbers and Banwell;
- (f) in the further alternative, in the event that Regional Senior Justice Thomas cannot decide on the materials provided and/or without submissions of counsel whether or not post-receivership interest should be paid to unsecured creditors of Royal Timbers, an Order, in accordance with the Distribution Order attached at Tab 11 of the Supplementary Motion Record, adjourning the applicability of the interest stops rule and the distribution of post-receivership interest to a date to be determined and an order authorizing the distribution of:

- (i) \$129,662.34 to AGM, in full satisfaction of AGM's claim against Royal Timbers for pre-receivership interest and principal;
- (ii) \$50,028.46 to Dunn, in full satisfaction of Dunn's claim against Royal Timbers for pre-receivership interest and principal;
- (iii) \$5,500.00 to the D'Amore Estate in full satisfaction of D'Amore Estate's claim against Royal Timbers; and
- (iv) \$25,000.00 to DAC, in full satisfaction of DAC's claim against Royal Timbers for pre-receivership interest and principal.

All of which is Respectfully Submitted this 22nd day of March, 2021.

BDO Canada Limited in its capacity as Court Appointed Receiver of the property, assets and undertakings of Banwell Development Corporation and Royal Timbers Inc. and not in any personal capacity



Per: Stephen N. Cherniak, CPA, CA, CIRP
Licensed Insolvency Trustee
Senior Vice President

APPENDIX “D”

Court File No. CV-11-17088

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE REGIONAL SENIOR)
JUSTICE THOMAS)

THURS DAY, THE 8th DAY
OF APRIL, 2021

BETWEEN:

KEVIN D'AMORE

Applicant

- and -

**BANWELL DEVELOPMENT CORPORATION, 928579 ONTARIO LIMITED,
SCOTT D'AMORE, ROYAL TIMBERS INC. and M.R. DUNN CONTRACTORS LTD.**

Respondents

APPLICATION UNDER SECTION 207 OF THE BUSINESS CORPORATIONS
ACT, R.S.O. 1990, C. B. 16, AS AMENDED

APPROVAL AND VESTING ORDER

THIS MOTION, made by BDO Canada Limited, in its capacity as Court-appointed receiver (the "**Receiver**") of the assets, undertakings and properties of Banwell Development Corporation and Royal Timbers Inc. ("**Royal Timbers**") pursuant to the Order of The Honourable Mr. Justice Thomas dated June 5, 2013, as amended, for, *inter alia*, an order approving the sale transaction (the "**Transaction**") contemplated by an Agreement of Purchase and Sale dated effective September 11, 2019 (the "**APS**") between the Receiver, as vendor, and 2186234 Ontario Limited (the "**Purchaser**"), as purchaser, and appended as Appendix "A" to the confidential supplement (the "**Confidential Supplement**") to the Thirteenth Report of the Receiver dated February 25, 2021 (the "**Thirteenth Report**"), and directing the Receiver to complete the transaction contemplated thereby in respect of the real property described on Schedule "A" hereto (the "**Real Property**") and vesting in the Purchaser all of Royal Timbers'

right, title and interest in and to the Real Property, was heard in writing this day at the Courthouse, 245 Windsor Avenue, Windsor, Ontario.

ON READING the Thirteenth Report, the Confidential Supplement and the Supplementary Report to the Thirteenth Report dated March 22, 2021, the motion being unopposed, and on noting that no one appeared, although properly served as appears from the affidavit of service, filed:

1. THIS COURT ORDERS AND DECLARES that the Transaction is hereby approved, and the execution of the APS by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Real Property to the Purchaser.
2. THIS COURT ORDERS AND DECLARES that upon the delivery of a Receiver's certificate to the Purchaser substantially in the form attached as **Schedule "B"** hereto (the "**Receiver's Certificate**"), all of Royal Timbers' right, title and interest in and to the Real Property shall vest absolutely in the Purchaser, as beneficial owner, and as the Purchaser may direct on closing, as registered owner, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Mr. Justice Thomas dated June 5, 2013; and (ii) those Claims listed on **Schedule "C"** hereto (all of which are collectively referred to as the "Encumbrances", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on **Schedule "D"**) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Real Property are hereby expunged and discharged as against the Real Property.
3. THIS COURT ORDERS that upon registration in the Land Registry Office for the Land Titles Division of Essex (LRO #12) of an Application for Vesting Order in the form

prescribed by the *Land Titles Act* and/or the *Land Registration Reform Act*, the Land Registrar is hereby directed to:

- (a) enter such person as the Purchaser may direct on closing as the owner of the Real Property described in **Schedule "A"** hereto in fee simple; and
 - (b) delete and expunge from title to the Real Property described in **Schedule "A"** hereto all of the Claims listed in **Schedule "C"** hereto; and
 - (c) delete and expunge from title to the Real Property all executions, including the executions described in the "Property Remarks" on the parcel registers for the Real Property.
4. THIS COURT ORDERS that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Real Property shall stand in the place and stead of the Real Property, and that from and after the delivery of the Receiver's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Real Property with the same priority as they had with respect to the Real Property immediately prior to the sale, as if the Real Property had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.
5. THIS COURT ORDERS AND DIRECTS the Receiver to file with the Court a copy of the Receiver's Certificate, forthwith after delivery thereof.
6. THIS COURT ORDERS that, notwithstanding:
- (d) the pendency of these proceedings;
 - (e) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act (Canada)* in respect of Royal Timbers and any bankruptcy order issued pursuant to any such applications; and
 - (f) any assignment in bankruptcy made in respect of Royal Timbers;

the vesting of the Real Property in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of Royal Timbers and shall not be void or voidable by creditors of Royal Timbers, nor shall it constitute nor be deemed to be a settlement, fraudulent preference, assignment, fraudulent conveyance,

transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act (Canada)* or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

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



Justice, Ontario Superior Court of
Justice

Schedule A – Real Property

The lands and premises legally described as:

PIN	Property Description
01566-1012 (LT)	PART LOTS 143 & 144 CONCESSION 1 SANDWICH, DESIGNATED AS PARTS 5, 16, 32, 37, 38, 41 AND 42, PLAN 12R27789; SUBJECT TO AN EASEMENT OVER PART 32, PLAN 12R27789 AS IN CE144181; SUBJECT TO AN EASEMENT OVER PARTS 16, 37, 38, 41 AND 42, PLAN 12R27789 IN FAVOUR OF PARTS 1 TO 4, 11 TO 15 AND 26 TO 30, PLAN 12R27789 AS IN CE902036; SUBJECT TO AN EASEMENT OVER PARTS 16, 37, 41 AND 42, PLAN 12R27789 IN FAVOUR OF PARTS 1, 26, 58 AND 60, PLAN 12R22842 SAVE AND EXCEPT PARTS 1, 2 AND 3, PLAN 12R24720 AS IN CE986396; SUBJECT TO AN EASEMENT OVER PARTS 16, 37, 38, 41 AND 42, PLAN 12R27789 IN FAVOUR OF PARTS 1, 26, 58 AND 60, PLAN 12R22842 SAVE AND EXCEPT PARTS 1, 2 AND 3, PLAN 12R24720 AS IN CE986396; SUBJECT TO AN EASEMENT OVER PARTS 16, 37, 41 AND 42, PLAN 12R27789 IN FAVOUR OF PARTS 2, 25, 47 AND 59, PLAN 12R22842 SAVE AND EXCEPT PART 1, PLAN 12R26389 AS IN CE986397; SUBJECT TO AN EASEMENT OVER PARTS 16, 37, 38, 41 AND 42, PLAN 12R27789 IN FAVOUR OF PARTS 2, 25, 47 AND 59, PLAN 12R22842 SAVE AND EXCEPT PART 1, PLAN 12R26389 AS IN CE986397; TOGETHER WITH AN EASEMENT OVER PART 60, PLAN 12R22842 SAVE AND EXCEPT PART 3, PLAN 12R24720 AS IN CE986399; TOGETHER WITH AN EASEMENT OVER PART 26, PLAN 12R22842 AS IN CE986400; TOGETHER WITH AN EASEMENT OVER PARTS 25 AND 47, PLAN 12R22842 AS IN CE986405; TOGETHER WITH AN EASEMENT OVER PARTS 23 AND 24, PLAN 12R27789 AS IN CE986408; TOGETHER WITH AN EASEMENT OVER PART 2, PLAN 12R28180 AS IN CE986408; SUBJECT TO AN EASEMENT OVER PARTS 16, 37, 38, 41 AND 42, PLAN 12R27789 IN FAVOUR OF PARTS 6 TO 10, 17 TO 23, 25 AND 33 TO 36, PLAN 12R27789 AS IN CE986410; SUBJECT TO AN EASEMENT OVER PARTS 5, 16, 32, 37, 38, 41 AND 42, PLAN 12R27789 IN FAVOUR OF PARTS 6 TO 10, 17 TO 23, 25 AND 33 TO 36, PLAN 12R27789 AS IN CE986410; SUBJECT TO AN EASEMENT OVER PARTS 5 AND 32, PLAN 12R27789 IN FAVOUR OF PARTS 6 TO 10 AND 33 TO 36, PLAN 12R27789 AS IN CE986410; TOGETHER WITH AN EASEMENT OVER BLOCK 123, DESIGNATED AS PART 27, PLAN 12R22842 AS IN CE986410; TOGETHER WITH AN EASEMENT OVER PART 17, PLAN 12R27789 AS IN CE986411; TOGETHER WITH AN EASEMENT OVER PARTS 6, 17 AND 33, PLAN 12R27789 AS IN CE986411; TOGETHER WITH AN EASEMENT OVER PARTS 6 AND 33, PLAN 12R27789 (IN FAVOUR OF PARTS 5 AND 32, PLAN 12R27789) AS IN CE986411; TOGETHER WITH AN EASEMENT OVER PARTS 18 AND 19, PLAN 12R27789 AS IN CE986412; TOGETHER WITH AN EASEMENT OVER PARTS 7, 18, 19, 25, 34 AND 35, PLAN 12R27789 AS IN CE986412; TOGETHER WITH AN EASEMENT OVER PARTS 7, 34 AND 35, PLAN 12R27789 (IN FAVOUR OF PARTS 5 AND 32, PLAN 12R27789) AS IN CE986412; TOGETHER WITH AN EASEMENT OVER PART 20, PLAN 12R27789 AS IN CE986413; TOGETHER WITH AN EASEMENT OVER PARTS 8, 20 AND 36, PLAN 12R27789 AS IN CE986413; TOGETHER WITH AN EASEMENT OVER PARTS 8 AND 36, PLAN 12R27789 (IN FAVOUR OF PARTS 5 AND 32, PLAN 12R27789) AS IN CE986413; TOGETHER WITH AN EASEMENT OVER PART 21, PLAN 12R27789 AS IN CE986414; TOGETHER WITH AN EASEMENT OVER PARTS 9 AND 21, PLAN 12R27789 AS IN CE986414; TOGETHER WITH AN EASEMENT OVER PART 9, PLAN 12R27789 AS IN CE986414; TOGETHER WITH AN EASEMENT OVER PARTS 22 AND 23, PLAN 12R27789 AS IN CE986415; TOGETHER WITH AN EASEMENT OVER PARTS 10, 22 AND 23, PLAN 12R27789 AS IN CE986415; TOGETHER WITH AN EASEMENT OVER PART 10, PLAN 12R27789 AS IN CE986415; CITY OF WINDSOR
01566-1013 (LT)	PART LOTS 143 & 144 CONCESSION 1 SANDWICH, DESIGNATED AS PARTS 6, 17 AND 33, PLAN 12R27789; SUBJECT TO AN EASEMENT OVER PART 33, PLAN 12R27789 AS IN CE144181; SUBJECT TO AN EASEMENT OVER PART 17, PLAN 12R27789 IN FAVOUR OF PARTS 1 TO 4, 11 TO 15 AND 26 TO 30, PLAN 12R27789 AS IN CE902036; SUBJECT TO AN EASEMENT OVER PART 17, PLAN 12R27789 IN FAVOUR OF PARTS 1, 26, 58 AND 60, PLAN 12R22842 SAVE AND EXCEPT PARTS 1, 2 AND 3, PLAN 12R24720 AS IN CE986396; SUBJECT TO AN EASEMENT OVER PART 17, PLAN 12R27789 IN FAVOUR OF PARTS 2, 25, 47 AND 59, PLAN 12R22842 SAVE AND EXCEPT PART 1, PLAN 12R26389 AS IN CE986397; TOGETHER WITH AN EASEMENT OVER PART 60, PLAN 12R22842 SAVE AND EXCEPT PART 3, PLAN 12R24720 AS IN CE986399; TOGETHER WITH AN EASEMENT OVER PART 26, PLAN 12R22842 AS IN CE986400; TOGETHER WITH AN EASEMENT OVER PARTS 25 AND 47, PLAN 12R22842 AS IN CE986405; TOGETHER WITH AN EASEMENT OVER PARTS 23 AND 24, PLAN 12R27789 AS IN CE986406; TOGETHER WITH AN EASEMENT OVER PART 2, PLAN 12R28180 AS IN CE986408; TOGETHER WITH AN EASEMENT OVER PARTS 16, 37, 38, 41 AND 42, PLAN 12R27789 AS IN CE986410; TOGETHER WITH AN EASEMENT OVER PARTS 5 AND 32, PLAN 12R27789 (IN FAVOUR OF PARTS 6 AND 33, PLAN 12R27789) AS IN CE986410; SUBJECT TO AN EASEMENT OVER PART 17, PLAN 12R27789 IN FAVOUR OF PARTS 5, 7 TO 10, 16, 18 TO 23,

	<p>25, 32, 34 TO 38, 41 AND 42, PLAN 12R27789 AS IN CE986411; SUBJECT TO AN EASEMENT OVER PARTS 6, 17 AND 33, PLAN 12R27789 IN FAVOUR OF PARTS 5, 7 TO 10, 16, 18 TO 23, 25, 32, 34 TO 38, 41 AND 42, PLAN 12R27789 AS IN CE986411; SUBJECT TO AN EASEMENT OVER PARTS 6 AND 33, PLAN 12R27789 IN FAVOUR OF PARTS 5, 7 TO 10, 32 AND 34 TO 36, PLAN 12R27789 AS IN CE986411; TOGETHER WITH AN EASEMENT OVER BLOCK 123 PLAN 12M533, DESIGNATED AS PART 27, PLAN 12R22842 AS IN CE986411; TOGETHER WITH AN EASEMENT OVER PARTS 18 AND 19, PLAN 12R27789 AS IN CE986412; TOGETHER WITH AN EASEMENT OVER PARTS 7, 18, 19, 25, 34 AND 35, PLAN 12R27789 AS IN CE986412; TOGETHER WITH AN EASEMENT OVER PARTS 7, 34 AND 35, PLAN 12R27789 (INFAVOUR OF PARTS 6 AND 33, PLAN 12R27789) AS IN CE986412; TOGETHER WITH AN EASEMENT OVER PART 20, PLAN 12R27789 AS IN CE986413; TOGETHER WITH AN EASEMENT OVER PARTS 8, 20 AND 36, PLAN 12R27789 AS IN CE986413; TOGETHER WITH AN EASEMENT OVER PARTS 8 AND 36, PLAN 12R27789 (IN FAVOUR OF PARTS 6 AND 33, PLAN 12R27789) AS IN CE986413; TOGETHER WITH AN EASEMENT OVER PART 21, PLAN 12R27789 AS IN CE986414; TOGETHER WITH AN EASEMENT OVER PARTS 9 AND 21, PLAN 12R27789 AS IN CE986414; TOGETHER WITH AN EASEMENT OVER PART 9, PLAN 12R27789 AS IN CE986414; TOGETHER WITH AN EASEMENT OVER PARTS 22 AND 23, PLAN 12R27789 AS IN CE986415; TOGETHER WITH AN EASEMENT OVER PARTS 10, 22 AND 23, PLAN 12R27789 AS IN CE986415; TOGETHER WITH AN EASEMENT OVER PART 10, PLAN 12R27789 AS IN CE986415; CITY OF WINDSOR</p>
01566-1014 (LT)	<p>PART LOTS 143 & 144 CONCESSION 1 SANDWICH, DESIGNATED AS PARTS 7, 18, 19, 25, 34 AND 35, PLAN 12R27789; SUBJECT TO AN EASEMENT OVER PARTS 34 AND 35, PLAN 12R27789 AS IN CE144181; SUBJECT TO AN EASEMENT OVER PARTS 19, 25 AND 35, PLAN 12R27789 AS IN CE269392; SUBJECT TO AN EASEMENT OVER PARTS 18, 19 AND 25, PLAN 12R27789 IN FAVOUR OF PARTS 1 TO 4, 11 TO 15 AND 28 TO 30, PLAN 12R27789 AS IN CE902036; SUBJECT TO AN EASEMENT OVER PARTS 18 AND 19, PLAN 12R27789 IN FAVOUR OF PARTS 1, 26, 58 AND 60, PLAN 12R22842 SAVE AND EXCEPT PARTS 1, 2 AND 3, PLAN 12R24720 AS IN CE986396; SUBJECT TO AN EASEMENT OVER PARTS 18 AND 19, PLAN 12R27789 IN FAVOUR OF PARTS 2, 25, 47 AND 59, PLAN 12R22842 SAVE AND EXCEPT PART 1, PLAN 12R26389 AS IN CE986397; TOGETHER WITH AN EASEMENT OVER PART 60, PLAN 12R22842 SAVE AND EXCEPT PART 3, PLAN 12R24720 AS IN CE986399; TOGETHER WITH AN EASEMENT OVER PART 26, PLAN 12R22842 AS IN CE986400; TOGETHER WITH AN EASEMENT OVER PARTS 25 AND 47, PLAN 12R22842 (IN FAVOUR OF PARTS 7, 18, 19, 34 AND 35, PLAN 12R27789) AS IN CE986405; TOGETHER WITH AN EASEMENT OVER PARTS 23 AND 24, PLAN 12R27789 AS IN CE986406; TOGETHER WITH AN EASEMENT OVER PART 2, PLAN 12R28180 AS IN CE986408; TOGETHER WITH AN EASEMENT OVER PARTS 16, 37, 38, 41 AND 42, PLAN 12R27789 AS IN CE986410; TOGETHER WITH AN EASEMENT OVER PARTS 5, 16, 32, 37, 38, 41 AND 42, PLAN 12R27789 AS IN CE986410; TOGETHER WITH AN EASEMENT OVER PARTS 5 AND 32, PLAN 12R27789 (IN FAVOUR OF 7, 34 AND 35, PLAN 12R27789) AS IN CE986410; TOGETHER WITH AN EASEMENT OVER PART 17, PLAN 12R27789 AS IN CE986411; TOGETHER WITH AN EASEMENT OVER PARTS 6, 17 AND 33, PLAN 12R27789 AS IN CE986411; TOGETHER WITH AN EASEMENT OVER PARTS 6 AND 33, PLAN 12R27789 (IN FAVOUR OF PARTS 7, 34 AND 35, PLAN 12R27789) AS IN CE986411; SUBJECT TO AN EASEMENT OVER PARTS 18 AND 19, PLAN 12R27789 IN FAVOUR OF PARTS 5, 6, 8 TO 10, 16, 17, 20 TO 23, 32, 33, 36 TO 38, 41 AND 42, PLAN 12R27789 AS IN CE986412; SUBJECT TO AN EASEMENT OVER PARTS 7, 18, 19, 25, 34 AND 35, PLAN 12R27789 IN FAVOUR OF PARTS 5, 6, 8 TO 10, 16, 17, 20 TO 23, 32, 33, 36 TO 38, 41 AND 42, PLAN 12R27789 AS IN CE986412; SUBJECT TO AN EASEMENT OVER PARTS 7, 34 AND 35, PLAN 12R27789 IN FAVOUR OF PARTS 5, 6, 8 TO 10, 32, 33 AND 36 AS IN CE986412; TOGETHER WITH AN EASEMENT OVER BLOCK 123, PLAN 12M533, DESIGNATED AS PART 27, PLAN 12R22842 AS IN CE986412; TOGETHER WITH AN EASEMENT OVER PART 20, PLAN 12R27789 AS IN CE986413; TOGETHER WITH AN EASEMENT OVER PARTS 8, 20, 36, PLAN 12R27789 AS IN CE986413; TOGETHER WITH AN EASEMENT OVER PARTS 8 AND 36, PLAN 12R27789 (IN FAVOUR OF PARTS 7, 34 AND 35, PLAN 12R27789) AS IN CE986413; TOGETHER WITH AN EASEMENT OVER PART 21, PLAN 12R27789 AS IN CE986414; TOGETHER WITH AN EASEMENT OVER PARTS 9 AND 21, PLAN 12R27789 AS IN CE986414; TOGETHER WITH AN EASEMENT OVER PART 9, PLAN 12R27789 AS IN CE986414; TOGETHER WITH AN EASEMENT OVER PARTS 22 AND 23, PLAN 12R27789 AS IN CE986415; TOGETHER WITH AN EASEMENT OVER PARTS 10, 22 AND 23, PLAN 12R27789 AS IN CE986415; TOGETHER WITH AN EASEMENT OVER PART 10, PLAN 12R27789 AS IN CE986415; CITY OF WINDSOR</p>
01566-1015 (LT)	<p>PART LOTS 143 & 144 CONCESSION 1 SANDWICH, DESIGNATED AS PARTS 8, 20 AND 36, PLAN 12R27789; SUBJECT TO AN EASEMENT OVER PART 36, PLAN 12R27789 AS IN CE144181; SUBJECT TO AN EASEMENT OVER PART 20, PLAN 12R27789 IN FAVOUR OF PARTS 1 TO 4, 11 TO 15 AND 28 TO 30, PLAN 12R27789 AS IN CE902036; SUBJECT TO AN EASEMENT OVER PART 20, PLAN 12R27789 IN FAVOUR OF PARTS 1, 26, 58 AND 60, PLAN 12R22842 SAVE AND EXCEPT PARTS 1, 2 AND 3, PLAN 12R24720 AS IN CE986396; SUBJECT TO AN EASEMENT OVER PART 20, PLAN 12R27789 IN FAVOUR OF PARTS 2, 25, 47 AND 59, PLAN 12R22842 SAVE AND EXCEPT PART 1, PLAN 12R26389 AS IN CE986397; TOGETHER WITH AN EASEMENT OVER PART 60, PLAN 12R22842 SAVE AND EXCEPT PART 3, PLAN 12R24720 AS IN CE986399; TOGETHER WITH AN EASEMENT OVER PART 26, PLAN 12R22842 AS IN CE986400; TOGETHER WITH AN EASEMENT OVER PARTS 25</p>

	<p>AND 47, PLAN 12R22842 AS IN CE986405; TOGETHER WITH AN EASEMENT OVER PARTS 23 AND 24, PLAN 12R27789 AS IN CE986406; TOGETHER WITH AN EASEMENT OVER PART 2, PLAN 12R28180 AS IN CE986408; TOGETHER WITH AN EASEMENT OVER PARTS 16, 37, 38, 41 AND 42, PLAN 12R27789 AS IN CE986410; TOGETHER WITH AN EASEMENT OVER PARTS 5, 16, 32, 37, 38, 41 AND 42, PLAN 12R27789 AS IN CE986410; TOGETHER WITH AN EASEMENT OVER PARTS 5 AND 32, PLAN 12R27789 (IN FAVOUR OF PARTS 8 AND 36, PLAN 12R27789) AS IN CE986410; TOGETHER WITH AN EASEMENT OVER PART 17, PLAN 12R27789 AS IN CE986411; TOGETHER WITH AN EASEMENT OVER PARTS 6, 17 AND 33, PLAN 12R27789 AS IN CE986411; TOGETHER WITH AN EASEMENT OVER PARTS 6 AND 33, PLAN 12R27789 (IN FAVOUR OF 8 AND 36, PLAN 12R27789) AS IN CE986411; TOGETHER WITH AN EASEMENT OVER PARTS 18 AND 19, PLAN 12R27789 AS IN CE986412; TOGETHER WITH AN EASEMENT OVER PARTS 7, 18, 19, 25, 34 AND 35, PLAN 12R27789 AS IN CE986412; TOGETHER WITH AN EASEMENT OVER PARTS 7, 34 AND 35, PLAN 12R27789 (IN FAVOUR OF PARTS 8 AND 36, PLAN 12R27789) AS IN CE986412; SUBJECT TO AN EASEMENT OVER PART 20, PLAN 12R27789 IN FAVOUR OF PARTS 5, 6, 7, 9, 10, 16 TO 19, 21 TO 23, 25, 32 TO 35, 37, 38, 41 AND 42, PLAN 12R27789 AS IN CE986413; SUBJECT TO AN EASEMENT OVER PARTS 20 AND 36, PLAN 12R27789 IN FAVOUR OF PARTS 5, 6, 7, 9, 10, 16 TO 19, 21 TO 23, 25, 32 TO 35, 37, 38, 41 AND 42, PLAN 12R27789 AS IN CE986413; SUBJECT TO AN EASEMENT OVER PARTS 8 AND 36, PLAN 12R27789 IN FAVOUR OF PARTS 5, 6, 7, 9, 10, 32, 33, 34 AND 35, PLAN 12R27789 AS IN CE986413; TOGETHER WITH AN EASEMENT OVER BLOCK 123 PLAN 12M533, DESIGNATED AS PART 27, PLAN 12R22842 AS IN CE986413; TOGETHER WITH AN EASEMENT OVER PART 21, PLAN 12R27789 AS IN CE986414; TOGETHER WITH AN EASEMENT OVER PARTS 9 AND 21, PLAN 12R27789 AS IN CE986414; TOGETHER WITH AN EASEMENT OVER PART 9, PLAN 12R27789 AS IN CE986414; TOGETHER WITH AN EASEMENT OVER PARTS 22 AND 23, PLAN 12R27789 AS IN CE986415; TOGETHER WITH AN EASEMENT OVER PARTS 10, 22 AND 23, PLAN 12R27789 AS IN CE986415; TOGETHER WITH AN EASEMENT OVER PART 10, PLAN 12R27789 AS IN CE986415; CITY OF WINDSOR</p>
01566-1016 (LT)	<p>PART LOTS 143 & 144 CONCESSION 1 SANDWICH, DESIGNATED AS PARTS 9 AND 21, PLAN 12R27789; SUBJECT TO AN EASEMENT OVER PART 21, PLAN 12R27789 IN FAVOUR OF PARTS 1 TO 4, 11 TO 15 AND 26 AND 30, PLAN 12R27789 AS IN CE902036; SUBJECT TO AN EASEMENT OVER PART 21, PLAN 12R27789 IN FAVOUR OF PARTS 1, 26, 58 AND 60, PLAN 12R22842 SAVE AND EXCEPT PARTS 1, 2 AND 3, PLAN 12R24720 AS IN CE986396; SUBJECT TO AN EASEMENT OVER PART 21, PLAN 12R27789 IN FAVOUR OF PARTS 2, 25, 47 AND 59, PLAN 12R22842 SAVE AND EXCEPT PART 1, PLAN 12R26389 AS IN CE986397; TOGETHER WITH AN EASEMENT OVER PART 60, PLAN 12R22842 SAVE AND EXCEPT PART 3, PLAN 12R24720 AS IN CE986399; TOGETHER WITH AN EASEMENT OVER PART 26, PLAN 12R22842 AS IN CE986400; TOGETHER WITH AN EASEMENT OVER PARTS 25 AND 47, PLAN 12R22842 AS IN CE986405; TOGETHER WITH AN EASEMENT OVER PARTS 23 AND 24, PLAN 12R27789 AS IN CE986406; TOGETHER WITH AN EASEMENT OVER PART 2, PLAN 12R28180 AS IN CE986408; TOGETHER WITH AN EASEMENT OVER PARTS 16, 37, 38, 41 AND 42, PLAN 12R27789 AS IN CE986410; TOGETHER WITH AN EASEMENT OVER PARTS 5, 16, 32, 37, 38, 41 AND 42, PLAN 12R27789 AS IN CE986410; TOGETHER WITH AN EASEMENT OVER PARTS 5 AND 32, PLAN 12R27789 (IN FAVOUR OF PART 9, PLAN 12R27789) AS IN CE986410; TOGETHER WITH AN EASEMENT OVER PART 17, PLAN 12R27789 AS IN CE986411; TOGETHER WITH AN EASEMENT OVER PARTS 6, 17 AND 33, PLAN 12R27789 AS IN CE986411; TOGETHER WITH AN EASEMENT OVER PARTS 6 AND 33, PLAN 12R27789 (IN FAVOUR OF PART 9, PLAN 12R27789) AS IN CE986411; TOGETHER WITH AN EASEMENT OVER PARTS 18 AND 19, PLAN 12R27789 AS IN CE986412; TOGETHER WITH AN EASEMENT OVER PARTS 7, 18, 19, 25, 34 AND 35, PLAN 12R27789 AS IN CE986412; TOGETHER WITH AN EASEMENT OVER PARTS 7, 34 AND 35, PLAN 12R27789 (IN FAVOUR OF PART 9, PLAN 12R27789) AS IN CE986412; TOGETHER WITH AN EASEMENT OVER PART 20, PLAN 12R27789 AS IN CE986413; TOGETHER WITH AN EASEMENT OVER PARTS 8, 20 AND 36, PLAN 12R27789 AS IN CE986413; TOGETHER WITH AN EASEMENT OVER PARTS 8 AND 36, PLAN 12R27789 (IN FAVOUR OF PART 9, PLAN 12R27789) AS IN CE986413; SUBJECT TO AN EASEMENT OVER PART 21, PLAN 12R27789 IN FAVOUR OF PARTS 5 TO 8, 10, 16 TO 20, 22, 23, 25, 32 TO 38, 41 AND 42, PLAN 12R27789 AS IN CE986414; SUBJECT TO AN EASEMENT OVER PARTS 9 AND 21, PLAN 12R27789 IN FAVOUR OF PARTS 5 TO 8, 10, 16 TO 20, 22, 23, 25, 32 TO 38, 41 AND 42, PLAN 12R27789 AS IN CE986414; SUBJECT TO AN EASEMENT OVER PART 9, PLAN 12R27789 IN FAVOUR OF PARTS 5 TO 8, 10, 16 TO 20, 22, 23, 25, 32 TO 38, 41 AND 42, PLAN 12R27789 AS IN CE986414; TOGETHER WITH AN EASEMENT OVER BLOCK 123 PLAN 12M533, DESIGNATED AS PART 27, PLAN 12R22842 AS IN CE986414; TOGETHER WITH AN EASEMENT OVER PARTS 22 AND 23, PLAN 12R27789 AS IN CE986415; TOGETHER WITH AN EASEMENT OVER PARTS 10, 22 AND 23, PLAN 12R27789 AS IN CE986415; TOGETHER WITH AN EASEMENT OVER PART 10, PLAN 12R27789 AS IN CE986415; CITY OF WINDSOR</p>
01566-1017 (LT)	<p>PART LOTS 143 & 144 CONCESSION 1 SANDWICH, DESIGNATED AS PARTS 10, 22 AND 23, PLAN 12R27789; SUBJECT TO AN EASEMENT OVER PARTS 22 AND 23, PLAN 12R27789 IN FAVOUR OF PARTS 1 TO 4, 11 TO 15 AND 26 AND 30, PLAN 12R27789 AS IN CE902036; SUBJECT TO AN EASEMENT OVER PARTS 22 AND 23, PLAN 12R27789 IN FAVOUR OF PARTS 1, 26, 58 AND 60, PLAN 12R22842 SAVE AND EXCEPT PARTS 1, 2 AND 3, PLAN 12R24720 AS IN CE986396; SUBJECT TO AN EASEMENT OVER PARTS 22 AND 23, PLAN 12R27789 IN FAVOUR OF PARTS 2, 25, 47 AND 59, PLAN</p>

12R22842 SAVE AND EXCEPT PART 1, PLAN 12R26389 AS IN CE986397; TOGETHER WITH AN EASEMENT OVER PART 60, PLAN 12R22842 SAVE AND EXCEPT PART 3, PLAN 12R24720 AS IN CE986399; TOGETHER WITH AN EASEMENT OVER PART 28, PLAN 12R22842 AS IN CE986400; TOGETHER WITH AN EASEMENT OVER PART 47, PLAN 12R22842 (IN FAVOUR OF PARTS 10 AND 22, PLAN 12R27789) AS IN CE986405; TOGETHER WITH AN EASEMENT OVER PART 25, PLAN 12R22842 AS IN CE986405; SUBJECT TO AN EASEMENT OVER PART 23, PLAN 12R27789 IN FAVOUR OF PARTS 5 TO 9, 16 TO 21, 25, 32 TO 38, 41 AND 42, PLAN 12R27789 AS IN CE986406; TOGETHER WITH AN EASEMENT OVER PART 24, PLAN 12R27789 AS IN CE986406; TOGETHER WITH AN EASEMENT OVER PART 2, PLAN 12R28180 AS IN CE986408; TOGETHER WITH AN EASEMENT OVER PARTS 16, 37, 38, 41 AND 42, PLAN 12R27789 AS IN CE986410; TOGETHER WITH AN EASEMENT OVER PARTS 5, 16, 32, 37, 38, 41 AND 42, PLAN 12R27789 AS IN CE986410; TOGETHER WITH AN EASEMENT OVER PARTS 5 AND 32, PLAN 12R27789 (IN FAVOUR OF PART 10, PLAN 12R27789) AS IN CE986410; TOGETHER WITH AN EASEMENT OVER PART 17, PLAN 12R27789 AS IN CE986411; TOGETHER WITH AN EASEMENT OVER PARTS 6, 17 AND 33, PLAN 12R27789 AS IN CE986411; TOGETHER WITH AN EASEMENT OVER PARTS 6 AND 33, PLAN 12R27789 (IN FAVOUR OF PART 10, PLAN 12R27789) AS IN CE986411; TOGETHER WITH AN EASEMENT OVER PARTS 18 AND 19, PLAN 12R27789 AS IN CE986412; TOGETHER WITH AN EASEMENT OVER PARTS 7, 18, 19, 25, 34 AND 35, PLAN 12R27789 AS IN CE986412; TOGETHER WITH AN EASEMENT OVER PARTS 7, 34 AND 35, PLAN 12R27789 (IN FAVOUR OF PART 10, PLAN 12R27789) AS IN CE986412; TOGETHER WITH AN EASEMENT OVER PART 20, PLAN 12R27789 AS IN CE986413; TOGETHER WITH AN EASEMENT OVER PARTS 8, 20 AND 36, PLAN 12R27789 AS IN CE986413; TOGETHER WITH AN EASEMENT OVER PARTS 8 AND 36, PLAN 12R27789 (IN FAVOUR OF PART 10, PLAN 12R27789) AS IN CE986413; TOGETHER WITH AN EASEMENT OVER PART 21, PLAN 12R27789 AS IN CE986414; TOGETHER WITH AN EASEMENT OVER PARTS 9 AND 21, PLAN 12R27789 AS IN CE986414; TOGETHER WITH AN EASEMENT OVER PART 9, PLAN 12R27789 AS IN CE986414; SUBJECT TO AN EASEMENT OVER PARTS 22 AND 23, PLAN 12R27789 IN FAVOUR OF PARTS 5 TO 9, 16 TO 21, 25, 32 TO 38, 41 AND 42, PLAN 12R27789 AS IN CE986415; SUBJECT TO AN EASEMENT OVER PARTS 10, 22 AND 23, PLAN 12R27789 IN FAVOUR OF PARTS 5 TO 9, 16 TO 21, 25, 32 TO 38, 41 AND 42, PLAN 12R27789 AS IN CE986415; SUBJECT TO AN EASEMENT OVER PART 10, PLAN 12R27789 IN FAVOUR OF PARTS 5 TO 9, 16 TO 21, 25, 32 TO 38, 41 AND 42, PLAN 12R27789 AS IN CE986415; TOGETHER WITH AN EASEMENT OVER BLOCK 123 PLAN 12M533 AS IN CE986415; SUBJECT TO AN EASEMENT OVER PART 23, PLAN 12R27789 IN FAVOUR OF PARTS 2, 25, 47 AND 59, PLAN 12R22842 SAVE AND EXCEPT PART 1, PLAN 12R26389 AS IN CE986407; CITY OF WINDSOR

Schedule B

Court File No. CV-11-17088

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

KEVIN D'AMORE

Applicant

- and -

**BANWELL DEVELOPMENT CORPORATION, 928579 ONTARIO LIMITED,
SCOTT D'AMORE, ROYAL TIMBERS INC. and M.R. DUNN CONTRACTORS LTD.**

Respondents

APPLICATION UNDER SECTION 207 OF THE *BUSINESS CORPORATIONS
ACT*, R.S.O. 1990, C. B. 16, AS AMENDED

RECEIVER'S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable Mr. Justice Thomas of the Ontario Superior Court of Justice (the "**Court**") dated June 5, 2013, as amended, BDO Canada Limited ("**BDO**") was appointed as the receiver (the "**Receiver**") of the assets, undertakings and properties of Banwell Development Corporation and Royal Timbers Inc. ("**Royal Timbers**").

B. Pursuant to an Order of the Court dated _____, 2021, the Court approved an Agreement of Purchase and Sale dated effective September 11, 2019 (the "**APS**") between the Receiver, as vendor, and 2186234 Ontario Limited, as purchaser (the "**Purchaser**"), and appended as **Appendix "A"** to the Confidential Supplement of the Receiver dated February 25, 2021 in respect of the real property legally described on **Schedule B1** hereto (the "**Real Property**") and vesting in the Purchaser all of Royal Timbers' right, title and interest in and to the Real Property, which vesting is to be effective with respect to the Real Property upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Real Property; (ii) that the conditions to closing as

set out in the APS have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

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

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Real Property payable on closing pursuant to the APS;
2. The conditions to closing as set out in the APS have been satisfied or waived by the Receiver and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at _____[TIME] on _____[DATE].

BDO CANADA LIMITED solely in its capacity as Court-appointed receiver of Banwell Development Corporation and Royal Timbers Inc. and not in its personal capacity

Per: _____

Name: Stephen N. Cherniak
Title: Senior Vice President

Schedule B1 – Real Property

The lands and premises legally described as:

PIN	Property Description
01566-1012 (LT)	PART LOTS 143 & 144 CONCESSION 1 SANDWICH, DESIGNATED AS PARTS 5, 16, 32, 37, 38, 41 AND 42, PLAN 12R27789; SUBJECT TO AN EASEMENT OVER PART 32, PLAN 12R27789 AS IN CE144181; SUBJECT TO AN EASEMENT OVER PARTS 16, 37, 38, 41 AND 42, PLAN 12R27789 IN FAVOUR OF PARTS 1 TO 4, 11 TO 15 AND 26 TO 30, PLAN 12R27789 AS IN CE902036; SUBJECT TO AN EASEMENT OVER PARTS 16, 37, 41 AND 42, PLAN 12R27789 IN FAVOUR OF PARTS 1, 26, 58 AND 60, PLAN 12R22842 SAVE AND EXCEPT PARTS 1, 2 AND 3, PLAN 12R24720 AS IN CE986396; SUBJECT TO AN EASEMENT OVER PARTS 16, 37, 38, 41 AND 42, PLAN 12R27789 IN FAVOUR OF PARTS 1, 26, 58 AND 60, PLAN 12R22842 SAVE AND EXCEPT PARTS 1, 2 AND 3, PLAN 12R24720 AS IN CE986396; SUBJECT TO AN EASEMENT OVER PARTS 16, 37, 41 AND 42, PLAN 12R27789 IN FAVOUR OF PARTS 2, 25, 47 AND 59, PLAN 12R22842 SAVE AND EXCEPT PART 1, PLAN 12R26389 AS IN CE986397; SUBJECT TO AN EASEMENT OVER PARTS 16, 37, 38, 41 AND 42, PLAN 12R27789 IN FAVOUR OF PARTS 2, 25, 47 AND 59, PLAN 12R22842 SAVE AND EXCEPT PART 1, PLAN 12R26389 AS IN CE986397; TOGETHER WITH AN EASEMENT OVER PART 60, PLAN 12R22842 SAVE AND EXCEPT PART 3, PLAN 12R24720 AS IN CE986399; TOGETHER WITH AN EASEMENT OVER PART 26, PLAN 12R22842 AS IN CE986400; TOGETHER WITH AN EASEMENT OVER PARTS 25 AND 47, PLAN 12R22842 AS IN CE986405; TOGETHER WITH AN EASEMENT OVER PARTS 23 AND 24, PLAN 12R27789 AS IN CE986406; TOGETHER WITH AN EASEMENT OVER PART 2, PLAN 12R28180 AS IN CE986408; SUBJECT TO AN EASEMENT OVER PARTS 16, 37, 38, 41 AND 42, PLAN 12R27789 IN FAVOUR OF PARTS 6 TO 10, 17 TO 23, 25 AND 33 TO 36, PLAN 12R27789 AS IN CE986410; SUBJECT TO AN EASEMENT OVER PARTS 5, 16, 32, 37, 38, 41 AND 42, PLAN 12R27789 IN FAVOUR OF PARTS 6 TO 10, 17 TO 23, 25 AND 33 TO 36, PLAN 12R27789 AS IN CE986410; SUBJECT TO AN EASEMENT OVER PARTS 5 AND 32, PLAN 12R27789 IN FAVOUR OF PARTS 6 TO 10 AND 33 TO 36, PLAN 12R27789 AS IN CE986410; TOGETHER WITH AN EASEMENT OVER BLOCK 123, DESIGNATED AS PART 27, PLAN 12R22842 AS IN CE986410; TOGETHER WITH AN EASEMENT OVER PART 17, PLAN 12R27789 AS IN CE986411; TOGETHER WITH AN EASEMENT OVER PARTS 6, 17 AND 33, PLAN 12R27789 AS IN CE986411; TOGETHER WITH AN EASEMENT OVER PARTS 6 AND 33, PLAN 12R27789 (IN FAVOUR OF PARTS 5 AND 32, PLAN 12R27789) AS IN CE986411; TOGETHER WITH AN EASEMENT OVER PARTS 18 AND 19, PLAN 12R27789 AS IN CE986412; TOGETHER WITH AN EASEMENT OVER PARTS 7, 18, 19, 25, 34 AND 35, PLAN 12R27789 AS IN CE986412; TOGETHER WITH AN EASEMENT OVER PARTS 7, 34 AND 35, PLAN 12R27789 (IN FAVOUR OF PARTS 5 AND 32, PLAN 12R27789) AS IN CE986412; TOGETHER WITH AN EASEMENT OVER PART 20, PLAN 12R27789 AS IN CE986413; TOGETHER WITH AN EASEMENT OVER PARTS 8, 20 AND 36, PLAN 12R27789 AS IN CE986413; TOGETHER WITH AN EASEMENT OVER PARTS 8 AND 36, PLAN 12R27789 (IN FAVOUR OF PARTS 5 AND 32, PLAN 12R27789) AS IN CE986413; TOGETHER WITH AN EASEMENT OVER PART 21, PLAN 12R27789 AS IN CE986414; TOGETHER WITH AN EASEMENT OVER PARTS 9 AND 21, PLAN 12R27789 AS IN CE986414; TOGETHER WITH AN EASEMENT OVER PART 9, PLAN 12R27789 AS IN CE986414; TOGETHER WITH AN EASEMENT OVER PARTS 22 AND 23, PLAN 12R27789 AS IN CE986415; TOGETHER WITH AN EASEMENT OVER PARTS 10, 22 AND 23, PLAN 12R27789 AS IN CE986415; TOGETHER WITH AN EASEMENT OVER PART 10, PLAN 12R27789 AS IN CE986415; CITY OF WINDSOR
01566-1013 (LT)	PART LOTS 143 & 144 CONCESSION 1 SANDWICH, DESIGNATED AS PARTS 6, 17 AND 33, PLAN 12R27789; SUBJECT TO AN EASEMENT OVER PART 33, PLAN 12R27789 AS IN CE144181; SUBJECT TO AN EASEMENT OVER PART 17, PLAN 12R27789 IN FAVOUR OF PARTS 1 TO 4, 11 TO 15 AND 26 TO 30, PLAN 12R27789 AS IN CE902036; SUBJECT TO AN EASEMENT OVER PART 17, PLAN 12R27789 IN FAVOUR OF PARTS 1, 26, 58 AND 60, PLAN 12R22842 SAVE AND EXCEPT PARTS 1, 2 AND 3, PLAN 12R24720 AS IN CE986396; SUBJECT TO AN EASEMENT OVER PART 17, PLAN 12R27789 IN FAVOUR OF PARTS 2, 25, 47 AND 59, PLAN 12R22842 SAVE AND EXCEPT PART 1, PLAN 12R26389 AS IN CE986397; TOGETHER WITH AN EASEMENT OVER PART 60, PLAN 12R22842 SAVE AND EXCEPT PART 3, PLAN 12R24720 AS IN CE986399; TOGETHER WITH AN EASEMENT OVER PART 26, PLAN 12R22842 AS IN CE986400; TOGETHER WITH AN EASEMENT OVER PARTS 25 AND 47, PLAN 12R22842 AS IN CE986405; TOGETHER WITH AN EASEMENT OVER PARTS 23 AND 24, PLAN 12R27789 AS IN CE986406; TOGETHER WITH AN EASEMENT OVER PART 2, PLAN 12R28180 AS IN CE986408; TOGETHER WITH AN EASEMENT OVER PARTS 16, 37, 38, 41 AND 42, PLAN 12R27789 AS IN CE986410; TOGETHER WITH AN EASEMENT OVER PARTS 5, 16, 32, 37, 38, 41 AND 42, PLAN 12R27789 AS IN CE986410; TOGETHER WITH AN EASEMENT OVER PARTS 5 AND 32, PLAN 12R27789 (IN FAVOUR OF PARTS 6 AND 33, PLAN 12R27789) AS IN CE986410; SUBJECT TO AN EASEMENT OVER PART 17, PLAN 12R27789 IN FAVOUR OF PARTS 5, 7 TO 10, 16, 18 TO 23,

	<p>25, 32, 34 TO 38, 41 AND 42, PLAN 12R27789 AS IN CE986411; SUBJECT TO AN EASEMENT OVER PARTS 6, 17 AND 33, PLAN 12R27789 IN FAVOUR OF PARTS 5, 7 TO 10, 16, 18 TO 23, 25, 32, 34 TO 38, 41 AND 42, PLAN 12R27789 AS IN CE986411; SUBJECT TO AN EASEMENT OVER PARTS 6 AND 33, PLAN 12R27789 IN FAVOUR OF PARTS 5, 7 TO 10, 32 AND 34 TO 36, PLAN 12R27789 AS IN CE986411; TOGETHER WITH AN EASEMENT OVER BLOCK 123 PLAN 12M533, DESIGNATED AS PART 27, PLAN 12R22842 AS IN CE986411; TOGETHER WITH AN EASEMENT OVER PARTS 18 AND 19, PLAN 12R27789 AS IN CE986412; TOGETHER WITH AN EASEMENT OVER PARTS 7, 18, 19, 25, 34 AND 35, PLAN 12R27789 AS IN CE986412; TOGETHER WITH AN EASEMENT OVER PARTS 7, 34 AND 35, PLAN 12R27789 (INFAVOUR OF PARTS 6 AND 33, PLAN 12R27789) AS IN CE986412; TOGETHER WITH AN EASEMENT OVER PART 20, PLAN 12R27789 AS IN CE986413; TOGETHER WITH AN EASEMENT OVER PARTS 8, 20 AND 36, PLAN 12R27789 AS IN CE986413; TOGETHER WITH AN EASEMENT OVER PARTS 8 AND 36, PLAN 12R27789 (IN FAVOUR OF PARTS 6 AND 33, PLAN 12R27789) AS IN CE986413; TOGETHER WITH AN EASEMENT OVER PART 21, PLAN 12R27789 AS IN CE986414; TOGETHER WITH AN EASEMENT OVER PARTS 9 AND 21, PLAN 12R27789 AS IN CE986414; TOGETHER WITH AN EASEMENT OVER PART 9, PLAN 12R27789 AS IN CE986414; TOGETHER WITH AN EASEMENT OVER PARTS 22 AND 23, PLAN 12R27789 AS IN CE986415; TOGETHER WITH AN EASEMENT OVER PARTS 10, 22 AND 23, PLAN 12R27789 AS IN CE986415; TOGETHER WITH AN EASEMENT OVER PART 10, PLAN 12R27789 AS IN CE986415; CITY OF WINDSOR</p>
01566-1014 (LT)	<p>PART LOTS 143 & 144 CONCESSION 1 SANDWICH, DESIGNATED AS PARTS 7, 18, 19, 25, 34 AND 35, PLAN 12R27789; SUBJECT TO AN EASEMENT OVER PARTS 34 AND 35, PLAN 12R27789 AS IN CE144181; SUBJECT TO AN EASEMENT OVER PARTS 19, 25 AND 35, PLAN 12R27789 AS IN CE269392; SUBJECT TO AN EASEMENT OVER PARTS 18, 19 AND 25, PLAN 12R27789 IN FAVOUR OF PARTS 1 TO 4, 11 TO 15 AND 26 TO 30, PLAN 12R27789 AS IN CE902036; SUBJECT TO AN EASEMENT OVER PARTS 18 AND 19, PLAN 12R27789 IN FAVOUR OF PARTS 1, 26, 58 AND 60, PLAN 12R22842 SAVE AND EXCEPT PARTS 1, 2 AND 3, PLAN 12R24720 AS IN CE986396; SUBJECT TO AN EASEMENT OVER PARTS 18 AND 19, PLAN 12R27789 IN FAVOUR OF PARTS 2, 25, 47 AND 59, PLAN 12R22842 SAVE AND EXCEPT PART 1, PLAN 12R26389 AS IN CE986397; TOGETHER WITH AN EASEMENT OVER PART 60, PLAN 12R22842 SAVE AND EXCEPT PART 3, PLAN 12R24720 AS IN CE986399; TOGETHER WITH AN EASEMENT OVER PART 26, PLAN 12R22842 AS IN CE986400; TOGETHER WITH AN EASEMENT OVER PARTS 25 AND 47, PLAN 12R22842 (IN FAVOUR OF PARTS 7, 18, 19, 34 AND 35, PLAN 12R27789) AS IN CE986405; TOGETHER WITH AN EASEMENT OVER PARTS 23 AND 24, PLAN 12R27789 AS IN CE986406; TOGETHER WITH AN EASEMENT OVER PART 2, PLAN 12R28180 AS IN CE986408; TOGETHER WITH AN EASEMENT OVER PARTS 16, 37, 38, 41 AND 42, PLAN 12R27789 AS IN CE986410; TOGETHER WITH AN EASEMENT OVER PARTS 5, 18, 32, 37, 38, 41 AND 42, PLAN 12R27789 AS IN CE986410; TOGETHER WITH AN EASEMENT OVER PARTS 5 AND 32, PLAN 12R27789 (IN FAVOUR OF 7, 34 AND 35, PLAN 12R27789) AS IN CE986410; TOGETHER WITH AN EASEMENT OVER PART 17, PLAN 12R27789 AS IN CE986411; TOGETHER WITH AN EASEMENT OVER PARTS 6, 17 AND 33, PLAN 12R27789 AS IN CE986411; TOGETHER WITH AN EASEMENT OVER PARTS 6 AND 33, PLAN 12R27789 (IN FAVOUR OF PARTS 7, 34 AND 35, PLAN 12R27789) AS IN CE986411; SUBJECT TO AN EASEMENT OVER PARTS 18 AND 19, PLAN 12R27789 IN FAVOUR OF PARTS 5, 6, 8 TO 10, 16, 17, 20 TO 23, 32, 33, 36 TO 38, 41 AND 42, PLAN 12R27789 AS IN CE986412; SUBJECT TO AN EASEMENT OVER PARTS 7, 18, 19, 25, 34 AND 35, PLAN 12R27789 IN FAVOUR OF PARTS 5, 6, 8 TO 10, 16, 17, 20 TO 23, 32, 33, 36 TO 38, 41 AND 42, PLAN 12R27789 AS IN CE986412; SUBJECT TO AN EASEMENT OVER PARTS 7, 34 AND 35, PLAN 12R27789 IN FAVOUR OF PARTS 5, 6, 8 TO 10, 32, 33 AND 36 AS IN CE986412; TOGETHER WITH AN EASEMENT OVER BLOCK 123, PLAN 12M533, DESIGNATED AS PART 27, PLAN 12R22842 AS IN CE986412; TOGETHER WITH AN EASEMENT OVER PART 20, PLAN 12R27789 AS IN CE986413; TOGETHER WITH AN EASEMENT OVER PARTS 8, 20, 36, PLAN 12R27789 AS IN CE986413; TOGETHER WITH AN EASEMENT OVER PARTS 8 AND 36, PLAN 12R27789 (IN FAVOUR OF PARTS 7, 34 AND 35, PLAN 12R27789) AS IN CE986413; TOGETHER WITH AN EASEMENT OVER PART 21, PLAN 12R27789 AS IN CE986414; TOGETHER WITH AN EASEMENT OVER PARTS 9 AND 21, PLAN 12R27789 AS IN CE986414; TOGETHER WITH AN EASEMENT OVER PART 9, PLAN 12R27789 AS IN CE986414; TOGETHER WITH AN EASEMENT OVER PARTS 22 AND 23, PLAN 12R27789 AS IN CE986415; TOGETHER WITH AN EASEMENT OVER PARTS 10, 22 AND 23, PLAN 12R27789 AS IN CE986415; TOGETHER WITH AN EASEMENT OVER PART 10, PLAN 12R27789 AS IN CE986415; CITY OF WINDSOR</p>
01566-1015 (LT)	<p>PART LOTS 143 & 144 CONCESSION 1 SANDWICH, DESIGNATED AS PARTS 8, 20 AND 36, PLAN 12R27789; SUBJECT TO AN EASEMENT OVER PART 36, PLAN 12R27789 AS IN CE144181; SUBJECT TO AN EASEMENT OVER PART 20, PLAN 12R27789 IN FAVOUR OF PARTS 1 TO 4, 11 TO 15 AND 26 TO 30, PLAN 12R27789 AS IN CE902036; SUBJECT TO AN EASEMENT OVER PART 20, PLAN 12R27789 IN FAVOUR OF PARTS 1, 26, 58 AND 60, PLAN 12R22842 SAVE AND EXCEPT PARTS 1, 2 AND 3, PLAN 12R24720 AS IN CE986396; SUBJECT TO AN EASEMENT OVER PART 20, PLAN 12R27789 IN FAVOUR OF PARTS 2, 25, 47 AND 59, PLAN 12R22842 SAVE AND EXCEPT PART 1, PLAN 12R26389 AS IN CE986397; TOGETHER WITH AN EASEMENT OVER PART 60, PLAN 12R22842 SAVE AND EXCEPT PART 3, PLAN 12R24720 AS IN CE986399; TOGETHER WITH AN EASEMENT OVER PART 26, PLAN 12R22842 AS IN CE986400; TOGETHER WITH AN EASEMENT OVER PARTS 25</p>

	<p>AND 47, PLAN 12R22842 AS IN CE986405; TOGETHER WITH AN EASEMENT OVER PARTS 23 AND 24, PLAN 12R27789 AS IN CE986406; TOGETHER WITH AN EASEMENT OVER PART 2, PLAN 12R28180 AS IN CE986408; TOGETHER WITH AN EASEMENT OVER PARTS 16, 37, 38, 41 AND 42, PLAN 12R27789 AS IN CE986410; TOGETHER WITH AN EASEMENT OVER PARTS 5, 16, 32, 37, 38, 41 AND 42, PLAN 12R27789 AS IN CE986410; TOGETHER WITH AN EASEMENT OVER PARTS 5 AND 32, PLAN 12R27789 (IN FAVOUR OF PARTS 8 AND 36, PLAN 12R27789) AS IN CE986410; TOGETHER WITH AN EASEMENT OVER PART 17, PLAN 12R27789 AS IN CE986411; TOGETHER WITH AN EASEMENT OVER PARTS 6, 17 AND 33, PLAN 12R27789 AS IN CE986411; TOGETHER WITH AN EASEMENT OVER PARTS 6 AND 33, PLAN 12R27789 (IN FAVOUR OF 8 AND 36, PLAN 12R27789) AS IN CE986411; TOGETHER WITH AN EASEMENT OVER PARTS 18 AND 19, PLAN 12R27789 AS IN CE986412; TOGETHER WITH AN EASEMENT OVER PARTS 7, 18, 19, 25, 34 AND 35, PLAN 12R27789 AS IN CE986412; TOGETHER WITH AN EASEMENT OVER PARTS 7, 34 AND 35, PLAN 12R27789 (IN FAVOUR OF PARTS 8 AND 36, PLAN 12R27789) AS IN CE986412; SUBJECT TO AN EASEMENT OVER PART 20, PLAN 12R27789 IN FAVOUR OF PARTS 5, 6, 7, 9, 10, 16 TO 19, 21 TO 23, 25, 32 TO 35, 37, 38, 41 AND 42, PLAN 12R27789 AS IN CE986413; SUBJECT TO AN EASEMENT OVER PARTS 20 AND 36, PLAN 12R27789 IN FAVOUR OF PARTS 5, 6, 7, 9, 10, 16 TO 19, 21 TO 23, 25, 32 TO 35, 37, 38, 41 AND 42, PLAN 12R27789 AS IN CE986413; SUBJECT TO AN EASEMENT OVER PARTS 8 AND 36, PLAN 12R27789 IN FAVOUR OF PARTS 5, 6, 7, 9, 10, 32, 33, 34 AND 35, PLAN 12R27789 AS IN CE986413; TOGETHER WITH AN EASEMENT OVER BLOCK 123 PLAN 12M533, DESIGNATED AS PART 27, PLAN 12R22842 AS IN CE986413; TOGETHER WITH AN EASEMENT OVER PART 21, PLAN 12R27789 AS IN CE986414; TOGETHER WITH AN EASEMENT OVER PARTS 9 AND 21, PLAN 12R27789 AS IN CE986414; TOGETHER WITH AN EASEMENT OVER PART 9, PLAN 12R27789 AS IN CE986414; TOGETHER WITH AN EASEMENT OVER PARTS 22 AND 23, PLAN 12R27789 AS IN CE986415; TOGETHER WITH AN EASEMENT OVER PARTS 10, 22 AND 23, PLAN 12R27789 AS IN CE986415; TOGETHER WITH AN EASEMENT OVER PART 10, PLAN 12R27789 AS IN CE986415; CITY OF WINDSOR</p>
01566-1016 (LT)	<p>PART LOTS 143 & 144 CONCESSION 1 SANDWICH, DESIGNATED AS PARTS 9 AND 21, PLAN 12R27789; SUBJECT TO AN EASEMENT OVER PART 21, PLAN 12R27789 IN FAVOUR OF PARTS 1 TO 4, 11 TO 15 AND 26 AND 30, PLAN 12R27789 AS IN CE902036; SUBJECT TO AN EASEMENT OVER PART 21, PLAN 12R27789 IN FAVOUR OF PARTS 1, 26, 58 AND 60, PLAN 12R22842 SAVE AND EXCEPT PARTS 1, 2 AND 3, PLAN 12R24720 AS IN CE986396; SUBJECT TO AN EASEMENT OVER PART 21, PLAN 12R27789 IN FAVOUR OF PARTS 2, 25, 47 AND 59, PLAN 12R22842 SAVE AND EXCEPT PART 1, PLAN 12R26389 AS IN CE986397; TOGETHER WITH AN EASEMENT OVER PART 60, PLAN 12R22842 SAVE AND EXCEPT PART 3, PLAN 12R24720 AS IN CE986399; TOGETHER WITH AN EASEMENT OVER PART 26, PLAN 12R22842 AS IN CE986400; TOGETHER WITH AN EASEMENT OVER PARTS 25 AND 47, PLAN 12R22842 AS IN CE986405; TOGETHER WITH AN EASEMENT OVER PARTS 23 AND 24, PLAN 12R27789 AS IN CE986406; TOGETHER WITH AN EASEMENT OVER PART 2, PLAN 12R28180 AS IN CE986408; TOGETHER WITH AN EASEMENT OVER PARTS 16, 37, 38, 41 AND 42, PLAN 12R27789 AS IN CE986410; TOGETHER WITH AN EASEMENT OVER PARTS 5, 16, 32, 37, 38, 41 AND 42, PLAN 12R27789 AS IN CE986410; TOGETHER WITH AN EASEMENT OVER PARTS 5 AND 32, PLAN 12R27789 (IN FAVOUR OF PART 9, PLAN 12R27789) AS IN CE986410; TOGETHER WITH AN EASEMENT OVER PART 17, PLAN 12R27789 AS IN CE986411; TOGETHER WITH AN EASEMENT OVER PARTS 6, 17 AND 33, PLAN 12R27789 AS IN CE986411; TOGETHER WITH AN EASEMENT OVER PARTS 6 AND 33, PLAN 12R27789 (IN FAVOUR OF PART 9, PLAN 12R27789) AS IN CE986411; TOGETHER WITH AN EASEMENT OVER PARTS 18 AND 19, PLAN 12R27789 AS IN CE986412; TOGETHER WITH AN EASEMENT OVER PARTS 7, 18, 19, 25, 34 AND 35, PLAN 12R27789 AS IN CE986412; TOGETHER WITH AN EASEMENT OVER PARTS 7, 34 AND 35, PLAN 12R27789 (IN FAVOUR OF PART 9, PLAN 12R27789) AS IN CE986412; TOGETHER WITH AN EASEMENT OVER PART 20, PLAN 12R27789 AS IN CE986413; TOGETHER WITH AN EASEMENT OVER PARTS 8, 20 AND 36, PLAN 12R27789 AS IN CE986413; TOGETHER WITH AN EASEMENT OVER PARTS 8 AND 36, PLAN 12R27789 (IN FAVOUR OF PART 9, PLAN 12R27789) AS IN CE986413; SUBJECT TO AN EASEMENT OVER PART 21, PLAN 12R27789 IN FAVOUR OF PARTS 5 TO 8, 10, 16 TO 20, 22, 23, 25, 32 TO 38, 41 AND 42, PLAN 12R27789 AS IN CE986414; SUBJECT TO AN EASEMENT OVER PARTS 9 AND 21, PLAN 12R27789 IN FAVOUR OF PARTS 5 TO 8, 10, 16 TO 20, 22, 23, 25, 32 TO 38, 41 AND 42, PLAN 12R27789 AS IN CE986414; SUBJECT TO AN EASEMENT OVER PART 9, PLAN 12R27789 IN FAVOUR OF PARTS 5 TO 8, 10, 16 TO 20, 22, 23, 25, 32 TO 38, 41 AND 42, PLAN 12R27789 AS IN CE986414; TOGETHER WITH AN EASEMENT OVER BLOCK 123 PLAN 12M533, DESIGNATED AS PART 27, PLAN 12R22842 AS IN CE986414; TOGETHER WITH AN EASEMENT OVER PARTS 22 AND 23, PLAN 12R27789 AS IN CE986415; TOGETHER WITH AN EASEMENT OVER PARTS 10, 22 AND 23, PLAN 12R27789 AS IN CE986415; TOGETHER WITH AN EASEMENT OVER PART 10, PLAN 12R27789 AS IN CE986415; CITY OF WINDSOR</p>
01566-1017 (LT)	<p>PART LOTS 143 & 144 CONCESSION 1 SANDWICH, DESIGNATED AS PARTS 10, 22 AND 23, PLAN 12R27789; SUBJECT TO AN EASEMENT OVER PARTS 22 AND 23, PLAN 12R27789 IN FAVOUR OF PARTS 1 TO 4, 11 TO 15 AND 26 AND 30, PLAN 12R27789 AS IN CE902036; SUBJECT TO AN EASEMENT OVER PARTS 22 AND 23, PLAN 12R27789 IN FAVOUR OF PARTS 1, 26, 58 AND 60, PLAN 12R22842 SAVE AND EXCEPT PARTS 1, 2 AND 3, PLAN 12R24720 AS IN CE986396; SUBJECT TO AN EASEMENT OVER PARTS 22 AND 23, PLAN 12R27789 IN FAVOUR OF PARTS 2, 25, 47 AND 59, PLAN</p>

12R22842 SAVE AND EXCEPT PART 1, PLAN 12R26389 AS IN CE986397; TOGETHER WITH AN EASEMENT OVER PART 60, PLAN 12R22842 SAVE AND EXCEPT PART 3, PLAN 12R24720 AS IN CE986399; TOGETHER WITH AN EASEMENT OVER PART 26, PLAN 12R22842 AS IN CE986400; TOGETHER WITH AN EASEMENT OVER PART 47, PLAN 12R22842 (IN FAVOUR OF PARTS 10 AND 22, PLAN 12R27789) AS IN CE986405; TOGETHER WITH AN EASEMENT OVER PART 25, PLAN 12R22842 AS IN CE986405; SUBJECT TO AN EASEMENT OVER PART 23, PLAN 12R27789 IN FAVOUR OF PARTS 5 TO 9, 16 TO 21, 25, 32 TO 38, 41 AND 42, PLAN 12R27789 AS IN CE986406; TOGETHER WITH AN EASEMENT OVER PART 24, PLAN 12R27789 AS IN CE986406; TOGETHER WITH AN EASEMENT OVER PART 2, PLAN 12R28180 AS IN CE986408; TOGETHER WITH AN EASEMENT OVER PARTS 16, 37, 38, 41 AND 42, PLAN 12R27789 AS IN CE986410; TOGETHER WITH AN EASEMENT OVER PARTS 5, 16, 32, 37, 38, 41 AND 42, PLAN 12R27789 AS IN CE986410; TOGETHER WITH AN EASEMENT OVER PARTS 5 AND 32, PLAN 12R27789 (IN FAVOUR OF PART 10, PLAN 12R27789) AS IN CE986410; TOGETHER WITH AN EASEMENT OVER PART 17, PLAN 12R27789 AS IN CE986411; TOGETHER WITH AN EASEMENT OVER PARTS 6, 17 AND 33, PLAN 12R27789 AS IN CE986411; TOGETHER WITH AN EASEMENT OVER PARTS 6 AND 33, PLAN 12R27789 (IN FAVOUR OF PART 10, PLAN 12R27789) AS IN CE986411; TOGETHER WITH AN EASEMENT OVER PARTS 18 AND 19, PLAN 12R27789 AS IN CE986412; TOGETHER WITH AN EASEMENT OVER PARTS 7, 18, 19, 25, 34 AND 35, PLAN 12R27789 AS IN CE986412; TOGETHER WITH AN EASEMENT OVER PARTS 7, 34 AND 35, PLAN 12R27789 (IN FAVOUR OF PART 10, PLAN 12R27789) AS IN CE986412; TOGETHER WITH AN EASEMENT OVER PART 20, PLAN 12R27789 AS IN CE986413; TOGETHER WITH AN EASEMENT OVER PARTS 8, 20 AND 36, PLAN 12R27789 AS IN CE986413; TOGETHER WITH AN EASEMENT OVER PARTS 8 AND 36, PLAN 12R27789 (IN FAVOUR OF PART 10, PLAN 12R27789) AS IN CE986413; TOGETHER WITH AN EASEMENT OVER PART 21, PLAN 12R27789 AS IN CE986414; TOGETHER WITH AN EASEMENT OVER PARTS 9 AND 21, PLAN 12R27789 AS IN CE986414; TOGETHER WITH AN EASEMENT OVER PART 9, PLAN 12R27789 AS IN CE986414, SUBJECT TO AN EASEMENT OVER PARTS 22 AND 23, PLAN 12R27789 IN FAVOUR OF PARTS 5 TO 9, 16 TO 21, 25, 32 TO 38, 41 AND 42, PLAN 12R27789 AS IN CE986415; SUBJECT TO AN EASEMENT OVER PARTS 10, 22 AND 23, PLAN 12R27789 IN FAVOUR OF PARTS 5 TO 9, 16 TO 21, 25, 32 TO 38, 41 AND 42, PLAN 12R27789 AS IN CE986415; SUBJECT TO AN EASEMENT OVER PART 10, PLAN 12R27789 IN FAVOUR OF PARTS 5 TO 9, 16 TO 21, 25, 32 TO 38, 41 AND 42, PLAN 12R27789 AS IN CE986415; TOGETHER WITH AN EASEMENT OVER BLOCK 123 PLAN 12M533 AS IN CE986415; SUBJECT TO AN EASEMENT OVER PART 23, PLAN 12R27789 IN FAVOUR OF PARTS 2, 25, 47 AND 59, PLAN 12R22842 SAVE AND EXCEPT PART 1, PLAN 12R26389 AS IN CE986407; CITY OF WINDSOR

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

Registration Number	Date	Instrument	Amount	Parties From	Parties to
CE163177	2005/08/10	Charge	\$8,000,000	Banwell Development Corporation	Bank of Montreal
CE269243	2007/04/24	Charge	\$252,693	Royal Timbers Inc.	Simba Group Developments Limited and D'Amore, Patrick
CE269244	2007/04/24	Charge	\$103,706	Royal Timbers Inc.	Simba Group Developments Limited and D'Amore, Patrick
CE269246	2007/04/24	Charge	\$289,209	Royal Timbers Inc.	Simba Group Developments Limited and D'Amore, Patrick
CE269247	2007/04/24	Charge	\$96,403	Royal Timbers Inc.	Simba Group Developments Limited and D'Amore, Patrick
CE269248	2007/04/24	Charge	\$83,257	Royal Timbers Inc.	Simba Group Developments Limited and D'Amore, Patrick
CE269250	2007/04/24	Charge	\$194,267	Royal Timbers Inc.	Simba Group Developments Limited and D'Amore, Patrick
CE269253	2007/04/24	Charge	\$201,570	Royal Timbers Inc.	Simba Group Developments Limited and D'Amore, Patrick
CE286717	2007/08/08	Construction Lien	\$385,450	J. Lepera Contracting Inc.	-
CE292456	2007/09/12	Certificate	-	Superior Court of Justice	J. Lepera Contracting Inc.

CE297633	2007/10/12	Construction Lien	\$42,828	J. Lepera Contracting Inc.	
CE297634	2007/10/12	Construction Lien	\$44,778	J. Lepera Contracting Inc.	
CE304400	2007/11/23	Certificate	-	Superior Court of Justice	J. Lepera Contracting Inc.
CE304401	2007/11/23	Certificate	-	Superior Court of Justice	J. Lepera Contracting Inc.
CE447653	2010/11/02	Notice		Royal Timbers Inc.	2248144 Ontario Limited
CE447656	2010/11/02	Notice		Royal Timbers Inc.	2248144 Ontario Limited
CE569187	2013/06/18	APL Court Order	-	Superior Court of Justice	BDO Canada
CE714324	2016/05/25	Transmisson Charge	-	D'Amore, Patrick	D'Amore, Scott
CE714326	2016/05/25	Transmisson Charge	-	D'Amore, Patrick	D'Amore, Scott
CE714327	2016/05/25	Transmisson Charge	-	D'Amore, Patrick	D'Amore, Scott
CE714329	2016/05/25	Transmisson Charge	-	D'Amore, Patrick	D'Amore, Scott
CE714330	2016/05/25	Transmisson Charge	-	D'Amore, Patrick	D'Amore, Scott
CE714331	2016/05/25	Transmisson Charge	-	D'Amore, Patrick	D'Amore, Scott
CE714332	2016/05/25	Transmisson Charge	-	D'Amore, Patrick	D'Amore, Scott
CE715026	2016/05/30	Transfer of Charge	-	Simba Group Developments Limited D'Amore, Scott	Windsor Family Credit Union Limited

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

- a) The reservations, limitations, provisions and conditions expressed in the original Agreement from the Crown and all statutory exceptions to title;
- b) Any registered restrictions or covenants that run with the Real Property provided the same have been complied with in all material respects;
- c) Any easements, rights of way, or right of re-entry in favour of a developer, not materially or adversely impairing the present use of the Real Property;
- d) Any agreements with municipal, utilities or public authorities provided the same have been complied with in all material respects;
- e) Any minor encroachments which might be revealed by an up to date survey of the Real Property; and
- f) The following instruments:

01566-1012					
Registration Number	Date	Instrument	Amount	Parties From	Parties to
D37712178	1991/12/18	APL (General)		See Document	E & E Builders Limited Di Mambro & Mancini Construction Ltd.
LT336126	2002/02/05	Bylaw		The Corporation of the City of Windsor	
CE144181	2005/05/04	Transfer Easement	\$3,760	D'Amore, Pat	The Corporation of the City of Windsor The Windsor Utilities Commission-Water Division Enwin Powerlines Limited Union Gas Limited

CE185377	2005/11/29	APL Absolute Title		Banwell Development Corporation	Bell Canada Cogeco Cable Systems Inc.
CE191966	2006/01/04	No Sub Agreement		The Corporation of the City of Windsor	Banwell Development Corporation
12R27789	2019/05/14	Plan Reference			
CE902036	2019/08/15	Transfer Easement		Royal Timbers Inc.	Banwell Gardens Care Centre Facility Inc.
CE986396	2021/01/20	Transfer Easement		Royal Timbers Inc.	2248144 Ontario Limited
CE986397	2021/01/20	Transfer Easement		Royal Timbers Inc.	838605 Ontario Limited
CE986410	2021/01/20	Transfer		Royal Timbers Inc.	Royal Timbers Inc.
CE992517	2021/02/24	Notice		BDO Canada Limited, solely in its capacity as Court-appointed receiver of Royal Timbers Inc.	
CE992518	2021/02/24	Notice		BDO Canada Limited, solely in its capacity as Court-appointed receiver of Royal Timbers Inc.	
CE996555	2021/03/15	LR's Order		Land Registrar, Essex Land Registry Office	

01566-1013					
Registration Number	Date	Instrument	Amount	Parties From	Parties to
D37712178	1991/12/18	APL (General)		See Document	E & E Builders Limited Di Mambro & Mancini Construction Ltd.
LT336126	2002/02/05	Bylaw		The Corporation of the City of Windsor	
CE144181	2005/05/04	Transfer Easement	\$3,760	D'Amore, Pat	The Corporation of the City of Windsor The Windsor Utilities Commission-Water Division Enwin Powerlines Limited Union Gas Limited Bell Canada Cogeco Cable Systems Inc.
CE185377	2005/11/29	APL Absolute Title		Banwell Development Corporation	
CE191966	2006/01/04	No Sub Agreement		The Corporation of the City of Windsor	Banwell Development Corporation
12R27789	2019/05/14	Plan Reference			
CE902036	2019/08/15	Transfer Easement		Royal Timbers Inc.	Banwell Gardens Care Centre Facility Inc.

CE986396	2021/01/20	Transfer Easement		Royal Timbers Inc.	2248144 Ontario Limited
CE986397	2021/01/20	Transfer Easement		Royal Timbers Inc.	838605 Ontario Limited
CE986411	2021/01/20	Transfer		Royal Timbers Inc.	Royal Timbers Inc.
CE992517	2021/02/24	Notice		BDO Canada Limited, solely in its capacity as Court-appointed receiver of Royal Timbers Inc.	
CE992518	2021/02/24	Notice		BDO Canada Limited, solely in its capacity as Court-appointed receiver of Royal Timbers Inc.	
CE996555	2021/03/15	LR's Order		Land Registrar, Essex Land Registry Office	

01566-1014					
Registration Number	Date	Instrument	Amount	Parties From	Parties to
D37712178	1991/12/18	APL (General)		See Document	E & E Builders Limited Di Mambro & Mancini Construction Ltd.
LT336126	2002/02/05	Bylaw		The Corporation of the City of Windsor	

CE144181	2005/05/04	Transfer Easement	\$3,760	D'Amore, Pat	The Corporation of the City of Windsor The Windsor Utilities Commission-Water Division Erwin Powerlines Limited Union Gas Limited Bell Canada Cogeco Cable Systems Inc.
CE185377	2005/11/29	APL Absolute Title		Barwell Development Corporation	
CE191966	2006/01/04	No Sub Agreement		The Corporation of the City of Windsor	Banwell Development Corporation
CE269392	2007/04/25	Transfer Easement		Royal Timbers Inc.	Bell Canada
12R27789	2019/05/14	Plan Reference			
CE902036	2019/08/15	Transfer Easement		Royal Timbers Inc.	Banwell Gardens Care Centre Facility Inc.
CE986396	2021/01/20	Transfer Easement		Royal Timbers Inc.	2248144 Ontario Limited
CE986397	2021/01/20	Transfer Easement		Royal Timbers Inc.	838605 Ontario Limited
CE986412	2021/01/20	Transfer		Royal Timbers Inc.	Royal Timbers Inc.
CE992517	2021/02/24	Notice		BDO Canada Limited, solely in its capacity as Court-appointed	

CE992518	2021/02/24	Notice		receiver of Royal Timbers Inc. BDO Canada Limited, solely in its capacity as Court- appointed receiver of Royal Timbers Inc.	
CE996555	2021/03/15	LR's Order		Land Registrar, Essex Land Registry Office	

01566-1015					
Registration Number	Date	Instrument	Amount	Parties From	Parties to
D37712178	1991/12/18	APL (General)		See Document	E & E Builders Limited Di Mambro & Mancini Construction Ltd.
LT336126	2002/02/05	Bylaw		The Corporation of the City of Windsor	
CE144181	2005/05/04	Transfer Easement	\$3,760	D'Amore, Pat	The Corporation of the City of Windsor The Windsor Utilities Commission- Water Division Erwin Powerlines Limited Union Gas Limited

CE185377	2005/11/29	APL Absolute Title		Barwell Development Corporation	Bell Canada Cogeco Cable Systems Inc.
CE191966	2006/01/04	No Sub Agreement		The Corporation of the City of Windsor	Banwell Development Corporation
12R27789	2019/05/14	Plan Reference			
CE902036	2019/08/15	Transfer Easement		Royal Timbers Inc.	Banwell Gardens Care Centre Facility Inc.
CE986396	2021/01/20	Transfer Easement		Royal Timbers Inc.	2248144 Ontario Limited
CE986397	2021/01/20	Transfer Easement		Royal Timbers Inc.	838605 Ontario Limited
CE986413	2021/01/20	Transfer		Royal Timbers Inc.	Royal Timbers Inc.
CE992517	2021/02/24	Notice		BDO Canada Limited, solely in its capacity as Court-appointed receiver of Royal Timbers Inc.	
CE992518	2021/02/24	Notice		BDO Canada Limited, solely in its capacity as Court-appointed receiver of Royal Timbers Inc.	
CE996555	2021/03/15	LR's Order		Land Registrar, Essex Land Registry Office	

01566-1016					
Registration Number	Date	Instrument	Amount	Parties From	Parties to
D37712178	1991/12/18	APL (General)		See Document	E & E Builders Limited Di Mambro & Mancini Construction Ltd.
LT336126	2002/02/05	Bylaw		The Corporation of the City of Windsor	
CE185377	2005/11/29	APL Absolute Title		Banwell Development Corporation	
CE191966	2006/01/04	No Sub Agreement		The Corporation of the City of Windsor	Banwell Development Corporation
12R27789	2019/05/14	Plan Reference			
CE902036	2019/08/15	Transfer Easement		Royal Timbers Inc.	Banwell Gardens Care Centre Facility Inc.
CE986396	2021/01/20	Transfer Easement		Royal Timbers Inc.	2248144 Ontario Limited
CE986397	2021/01/20	Transfer Easement		Royal Timbers Inc.	838605 Ontario Limited
CE986414	2021/01/20	Transfer		Royal Timbers Inc.	Royal Timbers Inc.
CE992517	2021/02/24	Notice		BDO Canada Limited, solely in its capacity as Court-appointed receiver of Royal Timbers Inc.	

CE992518	2021/02/24	Notice		BDO Canada Limited, solely in its capacity as Court-appointed receiver of Royal Timbers Inc.	
CE996555	2021/03/15	LR's Order		Land Registrar, Essex Land Registry Office	

01566-1017					
Registration Number	Date	Instrument	Amount	Parties From	Parties to
D37712178	1991/12/18	APL (General)		See Document	E & E Builders Limited Di Mambro & Mancini Construction Ltd.
LT336126	2002/02/05	Bylaw		The Corporation of the City of Windsor	
CE185377	2005/11/29	APL Absolute Title		Banwell Development Corporation	
CE191966	2006/01/04	No Sub Agreement		The Corporation of the City of Windsor	Banwell Development Corporation
12R27789	2019/05/14	Plan Reference			
CE902036	2019/08/15	Transfer Easement		Royal Timbers Inc.	Banwell Gardens Care Centre Facility Inc.
CE986396	2021/01/20	Transfer Easement		Royal Timbers Inc.	2248144 Ontario Limited

CE986397	2021/01/20	Transfer Easement		Royal Timbers Inc.	838605 Ontario Limited
CE986406	2021/01/20	Transfer Easement		Royal Timbers Inc.	Royal Timbers Inc.
CE986407	2021/01/20	Transfer Easement		Royal Timbers Inc.	838605 Ontario Limited
CE986415	2021/01/20	Transfer		Royal Timbers Inc.	Royal Timbers Inc.
CE992517	2021/02/24	Notice		BDO Canada Limited, solely in its capacity as Court-appointed receiver of Royal Timbers Inc.	
CE992518	2021/02/24	Notice		BDO Canada Limited, solely in its capacity as Court-appointed receiver of Royal Timbers Inc.	
CE996555	2021/03/15	LR's Order		Land Registrar, Essex Land Registry Office	

BANWELL DEVELOPMENT CORPORATION, 928579
ONTARIO LIMITED, SCOTT D'AMORE, ROYAL
TIMBERS INC. and M.R. DUNN CONTRACTORS
LTD.
Respondents

KEVIN D'AMORE
Applicant

and

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at WINDSOR

APPROVAL AND VESTING ORDER

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One London Place
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Lawyers for BDO Canada Limited,
Receiver of Banwell Development
Corporation and Royal Timbers Inc.

APPENDIX “E”

Court File No. CV-11-17088

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE REGIONAL SENIOR)

JUSTICE THOMAS)

THOMAS DAY, THE 8th DAY
OF APRIL, 2021

BETWEEN:

KEVIN D'AMORE

Applicant

- and -

**BANWELL DEVELOPMENT CORPORATION, 928579 ONTARIO LIMITED,
SCOTT D'AMORE, ROYAL TIMBERS INC. and M.R. DUNN CONTRACTORS LTD.**

Respondents

APPLICATION UNDER SECTION 207 OF THE BUSINESS CORPORATIONS
ACT, R.S.O. 1990, C. B. 16, AS AMENDED

DISTRIBUTION ORDER


THIS MOTION, made by BDO Canada Limited, in its capacity as Court-appointed receiver (the "**Receiver**") of the assets, undertakings and properties of Banwell Development Corporation and Royal Timbers Inc. ("**Royal Timbers**") pursuant to the Order of The Honourable Mr. Justice Thomas dated June 5, 2013, as amended, for, *inter alia*, an order approving and authorizing distributions to be made to creditors of Royal Timbers in full satisfaction of their claims following the completion of the Banwell Road Parcels 5-10 Transaction, as defined in the Thirteenth Report of the Receiver dated February 25, 2021 and all appendices thereto (the "**Thirteenth Report**"), was heard in writing this day at the Courthouse, 245 Windsor Avenue, Windsor, Ontario.

ON READING the Thirteenth Report, the Confidential Supplement to the Thirteenth Report dated February 25, 2021 and all appendices thereto, the Supplementary Report to the Thirteenth Report dated March 22, 2021 and all appendices thereto, including the letter of

William Sasso dated March 15, 2021 and the Submissions on Interest Stops Rule of D'Amore Construction (2000) Ltd. attached thereto:

1. THIS COURT ORDERS that, following the completion of the Banwell Road Parcels 5-10 Transaction, as defined in the Thirteenth Report, the Receiver is authorized to make the following distributions to unsecured creditors of Royal Timbers in full satisfaction of each creditor's respective claims in Royal Timbers, including pre-receivership interest and post-receivership interest, and such distributions are hereby approved:

- (a) \$162,751.73 to Affleck Greene McMurtry LLP;
- (b) \$166,671.41 to M.R. Dunn Contractors Ltd.;
- (c) \$5,500.00 to the D'Amore Estate; and
- (d) \$27,307.53 D'Amore Construction (2000) Ltd.


Justice, Ontario Superior Court of Justice

KEVIN D'AMORE
Applicant

BANWELL DEVELOPMENT CORPORATION, 928579
ONTARIO LIMITED, SCOTT D'AMORE and ROYAL
TIMBERS INC. and M.R. DUNN CONTRACTORS
LTD.

Court File No: CV-11-17088

Respondents

**ONTARIO
SUPERIOR COURT OF JUSTICE**
Proceeding commenced at WINDSOR

DISTRIBUTION ORDER

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Lawyers for BDO Canada Limited,
Receiver of Banwell Development
Corporation and Royal Timbers Inc.

APPENDIX “F”

**BDO Canada Limited Court Appointed Receiver of
Banwell Development Corporation
Statement of Receipts and Disbursements
June 5, 2013 through January 31, 2023**

Receipts:			
Sale of subdivision lots		\$3,975,836.40	
Less: VTB mortgages		(2,145,500.00)	
Less: Property tax arrears and closing adjustments		(42,724.05)	
Less: Sale commission paid on closing		(4,463.50)	
Add: VTB registration fees		3,842.00	
		<u>3,842.00</u>	\$ 1,786,990.85
Sale of Tecumseh lands		1,100,000.00	
Less: Sale commission		(62,150.00)	
Add: Property tax adjustment on closing		1,879.77	
		<u>1,879.77</u>	1,039,729.77
Sale of 3155 Banwell Road		315,000.00	
Less: Sale commission		(17,797.50)	
Add: Property tax adjustment on closing		9.96	
		<u>9.96</u>	297,212.46
VTB mortgage payouts			2,145,500.00
Royal Timbers Inc. - Advances and repayment of intercompany loans			979,798.05
Robinet Road services cost sharing (City of Windsor)			696,201.77
GST/HST refunds			486,699.06
VTB mortgage amendment and payout (Petvin Homes)			190,039.00
Loan - Receiver's Certificate # 1 (BMO)			125,000.00
Security deposits collected on subdivision lot sales			84,000.00
HST collected on Robinet Road cost sharing			42,283.70
CRA - Corporation income tax refund (2010)			20,479.00
Cash in bank (Royal Timbers Inc.)			13,914.53
Interest earned on GIC's			10,189.31
VTB mortgage discharge fees			7,117.00
Property tax vacancy rebate			3,353.64
Interest earned on VTB mortgages			3,124.83
CRA - Payroll audit refund (2015)			2,700.32
Funds in trust (Wolf Hooker)			1,725.16
Miscellaneous refunds			1,416.00
Transferred from Real Ranchs Receiver's account			24,288.53
			<u>24,288.53</u>
			7,961,762.98
Disbursements:			
Construction:			
Paving - Block 120 & Phase 2	\$ 496,112.55		
Concrete - Phase 2 sidewalks & curbs	427,137.59		
Stormwater management pond - Phase 2	334,138.85		
Sewer flushing and inspection - Phase 2	85,701.66		
		<u>85,701.66</u>	
			1,343,090.65
Receiver's fees		850,566.83	
Property taxes (City of Windsor)		592,417.83	
HST paid on disbursements		419,580.04	
Legal Fees (Miller Thomson LLP)		419,420.29	
Professional fees - engineering, planning & surveying		197,775.89	
Consulting/commission fees on subdivision lot sales		148,750.00	
Receiver's Certificate # 1 repaid (BMO)		125,000.00	
Security deposits refunded (Phase 2 & Phase 4)		97,750.00	
Accounting fees		97,565.00	
Repairs and maintenance		56,081.73	
Legal fees re: Lepera Appeal (Affleck Greene McMurtry LLP)		51,804.16	
Letter of Credit fees (BMO)		47,800.41	
Appraisal fees		40,947.45	
Application fees (City of Windsor)		32,675.72	
HST remitted		28,904.22	
Advertising		18,259.85	
Utilities		13,421.12	
Insurance		9,561.24	
Professional fees - Other		7,777.00	
Legal fees (Other)		5,278.02	
Security deposits refunded (Phase 1)		2,298.31	
Interest paid on Receiver's Certificate #1		1,122.24	
		<u>1,122.24</u>	
			4,607,848.00
Excess receipts over disbursements			<u>\$ 3,353,914.98</u>
Represented by:			
Payments to secured creditors:			
Bank of Montreal		500,752.08	
Simba Group Developments Limited		2,478,613.05	
Balance in Receiver's account as at January 31, 2023		<u>374,549.85</u>	
			<u>\$ 3,353,914.98</u>
Note:			
Amounts due from the Royal Timbers estate ("RT") arising from Banwell having funded the Palmetto intersection payment, RT property taxes, RT Simba mortgage payouts and other advances have been fully repaid. RT made further payment towards pre-receivership 'Due from related parties' amounts.			

APPENDIX “G”

**BDO Canada Limited Court Appointed Receiver of
Royal Timbers Inc.**

Statement of Receipts and Disbursements

June 5, 2013 through January 31, 2023

Receipts:

Sale of Commercial Plaza	\$ 2,750,000.00	
Less: property tax arrears	(278,730.30)	
Less: December 2013 rents and deposits credited to purchaser	(35,539.28)	
		\$ 2,435,730.42
Sale of Block 200	427,500.00	
Less: sales commission	(4,830.76)	
Add: property tax adjustment	139.08	
		422,808.32
Sale of Banwell Road Parcels 1-4	1,607,055.00	
Less: holdback for servicing costs	(107,055.00)	
Less: sales commission	(90,798.61)	
Add: property tax adjustment	704.92	
		1,409,906.31
Sale of Banwell Road Parcels 5-10	2,925,000.00	
Less: holdback for driveway and permits	(300,000.00)	
Less: sales commission	(165,262.50)	
Add: property tax adjustment	6,381.45	
		2,466,118.95
Holdback funds received		407,055.00
Rents from Commercial Plaza tenants		215,013.30
HST refunds		182,393.54
Litigation settlement (City of Windsor)		30,000.00
Sale of Banwell Road Part 24, 12R-27789		16,042.20
Sale of chattels to new tenant		9,040.00
Security deposit on Lease of unit 100		5,000.00
Refunds - Insurance and utilities		4,354.10
Interest earned on holdback funds		3,895.49
		7,607,357.63

Disbursements:

Banwell Development - Advances and repayment of intercompany loans	979,798.05	
Construction - Banwell Commercial Lands servicing	616,531.56	
Receiver's fees	504,773.95	
Property taxes (City of Windsor)	367,210.03	
Legal fees (Miller Thomson LLP)	232,980.98	
HST paid on disbursements	204,094.66	
Professional fees - engineering, planning & surveying	101,569.53	
Payroll	56,222.08	
Accounting fees	51,600.00	
Committee of Adjustment fees (City of Windsor)	41,309.90	
Repairs & maintenance	27,283.53	
Appraisal fees	22,498.90	
Payroll source deductions remitted	21,266.73	
Legal fees re: Lepera Appeal (Affleck Greene McMurtry LLP)	10,417.05	
Insurance	9,916.56	
Legal fees (Other)	9,545.51	
Advertising re: Commercial Plaza sale process	9,042.34	
Receiver General - tenant chattel proceeds	9,040.00	
Commissions on Unit 100 lease / Block 200 sale	8,859.20	
Property management fees (Wintru)	8,642.98	
HST remitted	6,830.45	
Utilities	3,263.57	
Bank charges & miscellaneous fees	2,853.75	
WSIB premiums	1,165.28	
		3,306,716.59

Excess receipts over disbursements

\$ 4,300,641.04

Represented by:

Payments to secured creditors:

Bank of Montreal	1,923,020.05
Simba Group Developments Limited	2,006,634.13

Payments to unsecured creditors (April 8, 2021 Order):

Affleck Green McMurtry LLP	163,200.13	
D'Amore Construction (2000) Ltd.	27,428.48	
Estate of Patrick D'Amore	5,500.00	
M.R. Dunn Contractors Ltd.	169,858.25	
		365,986.86

Balance in Receiver's account as at January 31, 2023

5,000.00
\$ 4,300,641.04

Note:

Amounts due to the Banwell estate arising from Banwell having funded the Palmetto intersection payment, RT property taxes, RT Simba mortgage payouts and other advances have been fully repaid. RT made further payment towards pre-receivership 'Due to shareholders' amounts.

APPENDIX “H”

BDO Canada Limited
Real Ranchs Trust Account
Statement of Receipts and Disbursements
January 6, 2015 through December 17, 2019

Receipts:

Sale of subdivision lots	\$ 1,144,000.00	
Less: VTB mortgages	(869,000.00)	
Add: property tax adjustments	1,414.55	
Add: VTB registration fees	455.00	
		\$ 276,869.55
VTB mortgage payouts	865,500.00	
Less: Servicing allowance to buyer	(3,500.00)	
		862,000.00
Security deposits collected on subdivision lot sales		17,250.00
HST refund		6,695.00
Interest earned on GIC		4,633.90
VTB mortgage discharge fees		3,500.00
		1,170,948.45

Disbursements:

Construction		
City of Windsor re Palmetto Intersection	324,127.52	
Concrete - Phase 4 sidewalks and curbs	94,378.00	
Paving - Phase 4	48,930.55	
Sewer flushing and inspection - Phase 4	13,775.00	
Landscaping and sod - Phase 4	7,450.00	
		488,661.07
Property taxes (City of Windsor)		116,335.63
Consulting/commission fees on lot sales		36,800.00
HST paid on disbursements		34,760.25
WFCU re: M. Troup loan		18,200.00
Bank service charges		48.00
		694,804.95

Excess receipts over disbursements**\$ 476,143.50**

Represented by:

Payment to Secured Creditor:

Simba Group Developments Limited		451,854.97
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Funds transferred to Receiver's Banwell account

24,288.53

Balance in Receiver's account as at December 17, 2019

Nil

\$ 476,143.50

APPENDIX “I”

**ONTARIO SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY AND INSOLVENCY**

**IN THE MATTER OF THE RECEIVERSHIP OF BANWELL DEVELOPMENT CORPORATION AND
ROYAL TIMBERS INC.**

AFFIDAVIT OF STEPHEN N. CHERNIAK

I, Stephen N. Cherniak, of the City of London, in the Province of Ontario, MAKE OATH AND SAY:

1. I am a Senior Vice-President of BDO Canada Limited, the Receiver of Banwell Development Corporation and Royal Timbers Inc., (“Banwell” and “Royal Timbers”) and as such, I have knowledge of the matters hereinafter deposed to.
2. By Order dated June 5, 2013 BDO Canada Limited was appointed as Receiver of Banwell and Royal Timbers (the “Receiver”).
3. The Receiver’s First Report to the Court was approved by Justice Thomas on June 25, 2013.
4. The Receiver’s Second Report to the Court was approved by Justice Thomas on July 23, 2013. The first account of the Receiver for the period May 2, 2013 to July 5, 2013 was also approved by the Order of Justice Thomas on July 23, 2013.
5. The Receiver’s Third Report to the Court was approved by Justice Thomas on December 2, 2013. The second account of the Receiver for the period July 5, 2013 to November 5, 2013 was also approved by the Order of Justice Thomas on December 2, 2013.
6. The Receiver’s Fourth Report to the Court was approved by Justice Thomas on December 13, 2013.
7. The Receiver’s Fifth Report to the Court was approved by Justice Thomas on January 27, 2014. The third account of the Receiver for the period November 5, 2013 to January 15, 2014 was also approved by the Order of Justice Thomas on January 27, 2014.

8. The Receiver's Sixth Report to the Court was approved by Justice Thomas on March 3, 2015. The fourth account of the Receiver for the period January 15, 2014 to January 15, 2015 was also approved by the Order of Justice Thomas on March 3, 2015.
9. The Receiver's Seventh Report to the Court was approved by Justice Thomas on April 21, 2015.
10. The Receiver's Eighth Report to the Court was approved by Justice Thomas on June 24, 2015. The fifth account of the Receiver for the period January 15, 2015 to May 17, 2015 was also approved by the Order of Justice Thomas on June 24, 2015.
11. The Receiver's Ninth Report to the Court was approved by Justice Thomas on October 6, 2015. The sixth account of the Receiver for the period May 18, 2015 to August 14, 2015 was also approved by the Order of Justice Thomas on October 6, 2015.
12. The Receiver's Tenth Report to the Court was approved by Justice Thomas on May 29, 2017. The seventh account of the Receiver for the period August 15, 2015 to January 19, 2017 was also approved by the Order of Justice Thomas on May 29, 2017.
13. The Receiver's Eleventh Report to the Court was approved by Justice Thomas on February 13, 2018.
14. The Receiver's Twelfth Report to the Court was approved by Justice Thomas on June 18, 2019. The eighth account of the Receiver for the period January 19, 2017 to February 28, 2019 was also approved by the Order of Justice Thomas on June 18, 2019.
15. The Receiver's Thirteenth Report to the Court was approved by Justice Thomas on April 8, 2021. The ninth account of the Receiver for the period March 1, 2019 to July 31, 2020 was also approved by the Order of Justice Thomas on April 8, 2021.
16. Since the date of the Receiver's last account the Receiver has been engaged in the following:
 - Correspond with consulting engineer RC Spencer Associates Inc. ("RC Spencer"), Sterling Ridge Infrastructure and third party testing company regarding completion of Banwell Road commercial lands servicing, completion and payments;
 - Advance Banwell Commercial Lands process including applications to City of Windsor (the "City") Committee of Adjustment, numerous telephone calls and correspondence with MGS Real Estate

Consulting Inc. (“MGS”), Mr. G. Barlow of Royal LePage, City representatives and Receiver’s legal counsel regarding Land Registry Office (“LRO”) issues, easements, new Mutual Services Agreement, Palmetto intersection and driveway into commercial lands, and other issues;

- Amend the Agreement of Purchase and Sale (the “APS”) with 2186234 Ontario Limited (“2186234 Ontario”) for Banwell Road Parcels 5-10;
- Review stormwater management pond (the “Pond”) history and options to complete with Receiver’s legal counsel in order to prepare a proposal to City to resolve, and subsequent correspondence/documentation upon City’s acceptance of the proposal;
- Review claims and documentation of Royal Timbers unsecured creditors and calculate interest to payout date;
- Prepare the Thirteenth Report of the Receiver, Confidential Supplement and Supplementary Report to the Thirteenth Report to provide the Court with the Receiver’s recommendation, to obtain an Order to approve the sale of Banwell Road Parcels 5-10 to 2186234 Ontario and distribute funds to unsecured creditors of Royal Timbers;
- Correspond with 2186234 Ontario’s legal counsel on several issues, review permit and City Order status, and further amend the APS to include an Undertaking and Holdback Agreement, Amended Undertaking and Holdback Agreement;
- Complete the Banwell Road Parcels 5-10 Transaction on April 23, 2021.
- Prepare interest calculations, provide notice to service list and payout 4 mortgages held by Simba Group Developments Limited on April 30, 2021;
- Payout unsecured creditors of Royal Timbers as per April 8, 2021 Order;
- Obtain amended Vesting Order for Part 24, 12R-27789 (“Part 24”), resolve additional issues and complete Part 24 Transaction on August 10, 2021;

- Obtain all permits for Banwell Commercial Lands, arrange for inspection and permit close-out, and prepare summary package for 2186234 Ontario legal counsel;
- Engage RC Spencer to tender and supervise construction of Pond improvements, review tenders received and correspondence and review of issues with RC Spencer during construction;
- Following completion of Pond construction, obtain City assumption of Phases 2 and 4 of subdivision, cancellation of Letters of Credit and convey Pond lands to City;
- Compile pre-receivership security deposit information, prepare claims process documentation, advertisement and correspondence to possible claimants, conduct claims process and review unsecured claims filed;
- Arrange to convey Block 123, Part 27 to 2186234 Ontario and review of related property tax assessments;
- Engage RC Spencer to review quotations received for completion of Palmetto driveway, select SheaRock Construction Group and related phone calls and correspondence with RC Spencer during construction;
- Recover Banwell Road Parcels 1-4 and 5-10 holdback funds from Miller Thomson LLP and 2186234 Ontario's legal counsel;
- Prepare the Fourteenth Report of the Receiver to obtain an Order to distribute remaining funds in the receivership and discharge the Receiver;
- Engage Grant Thornton LLP ("GT") to review options and tax planning regarding debt forgiveness rules and intercompany loans, provide information, and correspondence, virtual meeting with GT;
- Prepare working papers and schedules for fiscal years ended May 31, 2020 through May 31, 2022, correspond with external accountants GT, and review draft/final financial statements and income tax returns prepared by GT;
- Various phone calls, correspondence and response to enquiries from the stakeholders and their respective accountants and legal counsel.

17. In the course of performing the duties pursuant to the Order and as set out above at paragraph 16, and since the date of the Thirteenth Report the Receiver's staff expended 652.1 hours for the period of August 1, 2020 through March 7, 2023. The Receiver's final invoice dated March 9, 2023 includes a provision for the Receiver to distribute funds to unsecured creditors, complete HST returns, complete May 31, 2023 financial statements and income tax returns, and to finalize the administration of the estate, based on time incurred at normal hourly rates, but not to exceed \$15,000.00. Attached hereto and marked as Exhibit "A" to this my Affidavit are the accounts of the Receiver together with a summary sheet.
18. To the best of my knowledge, the rates charged by the Receiver throughout the course of these proceedings are comparable to the rates charged by other insolvency practitioners in the Ontario mid-market for providing similar insolvency and restructuring services.
19. The hourly billing rates outlined in Exhibit "A" to this my Affidavit are not more than the normal hourly rates charged by BDO Canada Limited for services rendered in relation to similar proceedings.
20. Although the assets of Banwell and Royal Timbers are located in Windsor and the Receiver's primary office is located in London the Receiver has not charged for travel time or travel expenses.
21. I verily believe that the fees and disbursements incurred by the Receiver are fair and reasonable in the circumstances.
22. This Affidavit is sworn in support of the motion for approval of the Receiver's fees and disbursements and for no other or improper purposes.

SWORN BEFORE ME at the City of
London in the Province of Ontario
on the 13th day of March, 2023



Commissioner for Taking Affidavits

David Randall Flett, a Commissioner, etc.,
Province of Ontario, for BDO Canada Limited and BDC
Canada LLP. Expires April 24, 2025



STEPHEN N. CHERNIAK, CPA, CA, CIRP

Attached is Exhibit A
To the Affidavit of Stephen N. Cherniak
Sworn the 13th day of March, 2023



A Commissioner, Etc

David Randall Flett, a Commissioner, etc.,
Province of Ontario, for BDO Canada Limited and BDO
Canada LLP. Expires April 24, 2025

**Summary of Receiver's Accounts for the period
August 1, 2020 through March 7, 2023**

Invoice Date	Hours Expended	Fees & Disbursements	HST	Invoice Total
March 1, 2021	210.70	\$90,000.00	\$11,700.00	\$101,700.00
May 4, 2021	125.50	55,512.50	7,216.62	62,729.12
January 31, 2022	141.70	56,777.50	7,381.07	64,158.57
January 10, 2023	105.50	51,450.00	6,688.50	58,138.50
March 9, 2023	68.70	46,987.50	6,108.38	53,095.88
	652.10	\$300,727.50	\$39,094.57	\$339,822.07



Invoice # 03012021
Banwell Developments Corp
HST Reg # 101518124RT0001

Ontario Superior Court of Justice
245 Windsor Ave
Windsor, ON N9A 1J2

March 1, 2021

Re: Banwell Development Corporation and Royal Timbers Inc.

For professional services rendered for the August 1, 2020 through February 28, 2021 as per the attached detail:

Our Fee	\$90,000.00
Disbursements	<u>0.00</u>
Sub Total	90,000.00
HST	11,700.00
Total	<u>\$101,700.00</u>

REMITTANCE ADVICE

Cheque Payments to:
100-633 Colborne Street
London, ON N6B 2V3

Invoice #	03012021
Amount	\$101,700.00

March 1, 2021

For professional services rendered

Staff	Date	Time	Narrative
Flett, D	08/04/2020	0.9	Email from RC Spencer re Sterling Ridge completion, future palmetto intersection; review revised servicing certification letter from RC Spencer and email with S. Cherniak; review section F from Sterling Ridge payment certificate; email to Miller Thomson with engineer certification, payment certificate section F and additional information and request for release of escrow funds.
Cherniak, S	08/04/2020	0.2	Review of RC Spencer letter. Approve sending to Miller Thomson.
Flett, D	08/05/2020	0.5	Email to Miller Thomson with additional comments and copy of payment certificate re request for release of escrow funds; email to Banwell Gardens re update on status of servicing, escrow agreement and upcoming request for release of funds; brief review of Aug 13 20 Committee of Adjustment documents.
Finnegan, M	08/05/2020	0.7	File Administration. Prepare property tax installment payment.
Flett, D	08/06/2020	1.1	Review commercial land parts 5-10 APS and most recent amendment; review M. Stamp emails re committee of adjustment; lengthy call with G. Barlow re buyer plans, palmetto intersection issues, committee of adjustment, 2nd deposit conditions and further extension; execute amendment; emails with G. Barlow
Flett, D	08/07/2020	0.2	Review invoice from Wood Environment re servicing and forward for approval; email with M. Stamp
Finnegan, M	08/07/2020	0.5	Pay bills
Cherniak, S	08/09/2020	0.5	Review of various emails.
Flett, D	08/10/2020	0.1	Received signed parts 5-10 amendment / extension from G. Barlow
Cherniak, S	08/10/2020	0.2	Update on file from D. Flett. Email from G. Barlow.
Flett, D	08/12/2020	0.4	Emails with M. Stamp re status, timing of Committee of Adjustment applications and Banwell Gardens funds in trust; review RC Spencer invoice and forward for approval.
Cherniak, S	08/12/2020	0.2	Update on Committee of Adjustments applications.
Flett, D	08/13/2020	0.6	Review Committee of Adjustments documents; email to and call with M. Stamp re upcoming Committee of Adjustment applications, outstanding items, recap of LRO issues, Palmetto intersection cost sharing.
Flett, D	08/14/2020	0.3	Emails with S. Cherniak, M. Stamp re Committee of Adjustment, Alexander Daycare easements.
Cherniak, S	08/14/2020	0.2	Review of emails from Stamp re Committee of Adjustments.
Finnegan, M	08/18/2020	0.6	Prepare cheques. File administration
Finnegan, M	08/19/2020	0.5	Review bank accounts re L/C fees posted to bank statements. Post to Ascend.
Cherniak, S	08/19/2020	0.1	Sign cheque.
Cherniak, S	08/20/2020	0.5	Review of certificate from RC Spencer. Check on funds in account. Email to Miller Thomson re status of release of funds.
Cherniak, S	08/21/2020	0.3	Review of M. Stamp email and call with M. Stamp re same.

Staff	Date	Time	Narrative
Flett, D	08/24/2020	1.2	Review M. Stamp and City of Windsor emails re Palmetto intersection, committee of adjustment; review Layfield invoice re 838605 Ontario easements; review commercial servicing payment certificate #2 and S. Cherniak email to Miller Thomson; call with S. Cherniak to update on servicing, Palmetto intersection, receiver funds, Robinet phase 4 cost sharing; review emails with City Windsor re Robinet phase 4 cost sharing; call with B. Ropat re Hadi enquiry on builder deposits.
Cherniak, S	08/24/2020	0.4	Review of emails from M. Stamp and City of Windsor. Update D. Flett on file.
Flett, D	08/25/2020	0.5	Calls with B. Ropat re Hadi Homes deposit enquiry, commercial servicing extra for beach stone strip, storm water pond status and issues; email to S. Cherniak with summary chart of Hadi lot deposits; forward Hadi deposit summary to B. Ropat.
Cherniak, S	08/25/2020	0.2	Emails re lot deposits.
Laura Hooper	08/26/2020	0.2	Banking
Flett, D	08/27/2020	0.1	Call and email with B. Ropat re Hadi lot deposits, phase 4 assumption by City of Windsor.
Flett, D	08/31/2020	0.2	Review S. Cherniak correspondence with P. Greene and call with S. Cherniak to review timetable, court report.
Cherniak, S	08/31/2020	1	Review of email from P. Greene. Respond.
Finnegan, M	09/01/2020	0.3	Bill payment
Cherniak, S	09/02/2020	0.2	Emails from BMO re file.
Flett, D	09/09/2020	0.3	Review Wood invoice and statement re commercial servicing and forward to S. Cherniak with query on status; email with M. Finnegan re Wood invoice payments email to S. Cherniak and Miller Thomson emails re escrow funds.
Cherniak, S	09/09/2020	0.3	Review of invoices. Email to Miller Thomson re holdback funds.
Flett, D	09/10/2020	0.2	Email with M. Stamp re Committee of Adjustments; email with S. Cherniak, C. Stirling re Wood invoices re servicing.
Cherniak, S	09/10/2020	0.3	Email from M. Stamp. Approve invoice. Update on supplier payments.
Flett, D	09/11/2020	0.3	Brief review Sept 17, 2020 Committee of Adjustment applications submitted by M. Stamp; review RC Spencer invoice and forward for approval.
Cherniak, S	09/14/2020	0.1	Review of RC Spencer invoice.
Cherniak, S	09/16/2020	0.3	Call with G. Barlow re update.
Finnegan, M	09/17/2020	0.7	Prepare cheque and send by courier re City of Windsor consent applications. General bill payments.
Cherniak, S	09/17/2020	0.4	Review P. Greene emails and respond.
Flett, D	09/21/2020	0.4	Email from M. Stamp re Committee of adjustment fees; review email from P. Greene, Affleck Green billing statements and add notes to projected realization schedule; email from M. Stamp re Oct 13 Committee of Adjustments status.
Cherniak, S	09/22/2020	0.2	Email from M. Stamp. Review response.
Flett, D	09/24/2020	1.8	Review 2019 schedules and documents provided to Grant Thornton; review 2020 property tax payments, receiver GL; prepare Simba mortgage and intercompany balance schedules at May 31, 2020 and Banwell Gardens closing documents.
Flett, D	09/25/2020	0.4	Email to S. Brisbois re 2020 financial statement package; update email to M. Finnegan re information to be prepared for Grant

Staff	Date	Time	Narrative
			Thornton; review S. D'Amore email and S. Cherniak reply; review 2019 Grant Thornton prepared trial balances.
Cherniak, S	09/25/2020	0.5	Email from S. D'Amore re update. Respond.
Finnegan, M	09/28/2020	0.4	Pay bills
Flett, D	09/28/2020	0.3	Email to M. Finnegan re documents for Grant Thornton re 2020 statements; review letter from M. Laba re Hadi lot deposits and call with S. Cherniak to review; review S. Cherniak email, letter from Miller Thomson re lot deposits.
Cherniak, S	09/28/2020	1	Review of letter from Laba. Draft and send response.
Flett, D	09/29/2020	0.4	Review email from J. Branoff re Simba mortgages and forward May 31, 2020 Simba mortgage schedule with comments; S. Cherniak email to B. Sasso re status.
Finnegan, M	09/29/2020	0.6	Prepare R&Ds and gather bank statements etc for 2020 financial statement preparation.
Cherniak, S	09/29/2020	0.8	Request from Branoff. Review response. Call to A. Roth. Email from TVK re Sasso. Review further Sasso email and respond.
Laura Hooper	09/30/2020	0.1	Banking
Flett, D	10/01/2020	2	Review Banwell gardens closing documents; review, revise and update statements of receipts and disbursements for F2020 prepared by M. Finnegan; revised Simba mortgage schedule; review May 31 20 bank statements and HST returns; prepare email to Grant Thornton with electronic year end package for F2020 statements.
Cherniak, S	10/01/2020	0.1	Review of email re F/S.
Finnegan, M	10/07/2020	0.3	File HST return for Royal Timbers
Flett, D	10/09/2020	0.2	Review committee of adjustment documents and correspondence from City Windsor re south Windsor.
Flett, D	10/16/2020	0.4	Emails with M. Stamp re Committee of Adjustment outcome, Palmetto intersection and roadway status; call with S. Cherniak re funds in escrow with Miller Thomson, court report content and hearing timing; S. Cherniak email to Banwell Gardens.
Cherniak, S	10/16/2020	0.8	Email to Miller Thomson re funds. Discuss report and lien funds with D. Flett. Email from M. Stamp. Review BDO response. Email to Bowan re lien funds.
Cherniak, S	10/19/2020	0.1	BMO Line of Credit.
Flett, D	10/21/2020	0.2	Review Banwell Gardens escrow funds issues, status with S. Cherniak; email from M. Stamp re City of Adjustments application summary.
Cherniak, S	10/21/2020	0.3	Review of email from M. Stamp. Call to Greg Bowman.
Flett, D	10/22/2020	1.2	Emails from S. Cherniak, M. Stamp re Sterling Ridge 2nd payment, funds in escrow with Miller Thomson; review APS, waiver of conditions for commercial parcels 5-10; call with S. Cherniak re phase 4 reserve blocks; email with Miller Thomson with comments re Phase 4 cost sharing and provide phase 4 reserve block order; review M. Stamp email with Committee of Adjustments decisions and email reply with query; review phase 4 reserve block documents from J. Cook ; email with N. Leno re M Troup enquiry for 2020 statements.

Staff	Date	Time	Narrative
Cherniak, S	10/22/2020	1.6	Email from M. Stamp re payment to Sterling. Call to Martini. Follow up emails. Call to Miller Thomson. Call to D. Flett re phase 4 blocks. Review of email to Miller Thomson with Order. Review of documents from Miller Thomson. Execute. Email from M. Troup accountant.
Cherniak, S	10/23/2020	0.5	Review of email from P. Greene. Review email from Miller Thomson re City of Windsor. Respond. Execute documents.
Flett, D	10/26/2020	1.3	Email from Affleck Greene; several emails with Miller Thomson re Phase 4 Robinet cost sharing and payment from City Windsor; emails with A. Olsen of City re phase 4 payment, timetable and reserve block transfer; call with S. Cherniak re Robinet phase 4 payment from City, property taxes, funds in escrow and receiver's cash position.
Finnegan, M	10/26/2020	0.3	Bill payment
Cherniak, S	10/26/2020	1.1	Emails to/from Miller Thomson and City of Windsor re phase 4 funds. Update from D. Flett re same. Respond to P. Greene email.
Laura Hooper	10/28/2020	0.1	Banking
Cherniak, S	10/29/2020	0.3	Call with G. Barlow. Review file. Send email to G. Barlow.
Flett, D	10/30/2020	2.3	Review M. Stamp, Miller Thomson emails and further Committee of Adjustment decisions; call with S. Cherniak re Palmetto intersection, paving of roadway to intersection and conditions of Parcel 5-10 sale; review G. Barlow email and summary of Parcel 5-10 APS; review and forward section F of tender re possible holdback on 5-10; call with RC Spencer re phase 4 assumption, Robinet phase 4 cost sharing, reserves, Enwin authorization, Palmetto intersection; call with S. Cherniak re Robinet phase 4; further call with B. Ropat re Enwin; email to B. Ropat to authorize Enwin phase 4 service work.
Cherniak, S	10/30/2020	1.4	Emails to/from M. Stamp and G. Barlow re Palmetto and deal. Call with D. Flett re services for reserve block deals. Review file re Palmetto intersection. Update on Palmetto intersection.
Flett, D	11/02/2020	2.3	Review of emails over weekend from M Stamp, G. Barlow, City Windsor re Palmetto intersection issues, apparent change of plan by City; call with M. Stamp, G. Barlow, S. Cherniak re Palmetto intersection issues, easement and land registry status; review further emails and prior correspondence re Palmetto intersection.
Cherniak, S	11/02/2020	2.2	Emails from M. Stamp and City of Windsor re Palmetto intersection. Conference call with Stamp/Barlow/Flett re same. Review of emails from City of Windsor re response. Review of email from RC Spencer re same. Call from G. Barlow. Emails to M. Stamp re RC Spencer response. Review of follow up from Stamp re call with City of Windsor.
Flett, D	11/03/2020	1.8	Review emails from M. Stamp re Palmetto intersection; email to M. Stamp with background documents re Palmetto; review appraisals on file re future property taxes of developed lands and email with S. Cherniak, G. Barlow re Royal Timbers Plaza.
Cherniak, S	11/03/2020	1.7	Emails re M. Stamp meeting with City of Windsor re potential property tax revenue and land cost. Long call with T. Van Klink re update on intersection and sale of commercial parcel. Send emails re same.

Staff	Date	Time	Narrative
Flett, D	11/04/2020	3.5	Review memo from M. Stamp re meeting with City of Windsor on Palmetto intersection; further emails from G. Barlow, M. Stamp; lengthy call with S. Cherniak, G. Barlow, M. Stamp re Palmetto intersection and driveway plan, lane configuration, land purchaser expectations, completion of road by Sterling Ridge, new easement registration and other issues; email with City of Windsor re cheque to be issued for Robinet cost sharing on two properties; call with City of Windsor re particulars of cheque to BDO, Banwell HST number; email from City of Windsor summarizing Palmetto intersection plan and resolution; Resume preparation of 13th report of Receiver.
Cherniak, S	11/04/2020	1.9	Update from M. Stamp on meeting. Respond and set up call. Review of G. Barlow emails prior to call. Respond. Review of M. Stamp response. Call with M. Stamp G. Barlow and D. Flett re next steps re intersection. Update. T. Van Klink. Review email from City of Windsor re meeting. Send to G. Barlow. Review response. Review email from City of Windsor re funds. Discuss call and next steps with D. Flett after call.
Flett, D	11/05/2020	2.3	Review City of Windsor letters to T. Van Klink, RC Spencer Associates re storm water pond issues and city position on pond engineering and subdivision assumption; call with City Windsor re cheque to be issued re phase 4 cost sharing; call with B. Ropat re costs, freeboard impact of City demands re storm water pond and possible resolution of issue; email to S. Cherniak re pond issues; email to City Windsor HST number for cheque to BDO as Receiver re Robinet.
Cherniak, S	11/05/2020	1.4	Review of M. Stamp email summarizing meeting and City of Windsor reply. Review of letter from City of Windsor's Solicitor re pond. Email to T. Van Klink. Review of detailed letter from City of Windsor re pond. Send to T Van Klink. Review of RC Spencer response to City of Windsor email. Review of M. Stamp email to Miller Thomson re easements etc and response from Miller Thomson. Further email from City of Windsor re RC Spencer email.
Flett, D	11/06/2020	2.5	Email with City of Windsor re Robinet cost sharing cheque; lengthy call with S. Cherniak re M. Winterton letter to RC Spencer, stormwater pond technical issues, S. Lafontaine input and discussion, approach to possible resolution of pond issues and RC Spencer memo content; emails from RC Spencer, re Palmetto intersection; calls with B. Ropat re BDO approach to pond issue, future communications with City of Windsor and memo from RC Spencer on option 1 pond solution; revisions to draft 13th report.
Cherniak, S	11/06/2020	1.1	Emails from City of Windsor re RC Spencer emails. Call with D. Flett re RC Spencer call. Follow up email to T. Van Klink. Discuss payment issue re lots.
Cherniak, S	11/09/2020	0.2	Execute amendment.

Staff	Date	Time	Narrative
Flett, D	11/10/2020	2.2	Review Miller Thomson email and summary of easement and Committee of Adjustment status for commercial lands; emails from G. Barlow re Parcel 5-10 extension, closing with holdback arrangements; email to M. Stamp re 5-10 conditions; email to A. Hef, B. Ropat to extend Sterling Ridge contract to spring for Palmetto intersection change; email with M. Finnegan re Royal Timbers bank balance at May 31, 2020, cheques to Committee of Adjustment re preparation of 2020 financial statements; review email from Grant Thornton re 2020 statements and email with S. Cherniak re Dunn, Affleck Greene payables.
Cherniak, S	11/10/2020	0.9	Email from G. Barlow re amendment. Emails from M. Stamp. Respond. Review of email to RC Spencer. Review of email from Grant Thornton re F/s. Answer D. Flett questions. Review of RC Spencer invoice.
Finnegan, M	11/10/2020	0.8	Prepare and file Royal Timbers HST return. Prepare and file outstanding Banwell HST forms.
Finnegan, M	11/11/2020	0.3	Deal with bank account reconciliation issues for accountant.
Flett, D	11/11/2020	3.5	Review M. Stamp, G. Barlow emails re Parcel 5-10 sale conditions, pin creation, timing of closing; call with B. Ropat re draft memo on storm water pond resolution; review Affleck Green email, accounts and statements and memo to, call with S. Cherniak re post appointment Lepera fees paid by Receiver; review memo from RC Spencer summarizing pond background, options and recommendation; voice mail for B. Ropat; S. Cherniak email to T. Van Klink re pond; email with RC Spencer re postponement of roadway completion to spring 2021 and arrangements with Sterling Ridge; email to T. Van Klink with background and photos of pond.
Cherniak, S	11/11/2020	2.1	Email from M. Stamp. Call with G. Barlow re same. Call with T. Van Klink re RC Spencer memo and response to City of Windsor. Update D. Flett on G. Barlow email. Review of G. Barlow email. Discussion with D. Flett re his review of Affleck Greene invoices. Review of RC Spencer memo. Send to T. Van Klink. Review of RC Spencer emails to Sterling.
Flett, D	11/12/2020	5.2	Lengthy call with T. Van Klink, S. Cherniak re storm water pond history, engineering options, receiver's obligations, funds and realizations by estate and other issues; forward Dillon report and other information to T. Van Klink; call with S. Cherniak to review pond approach, analysis of subdivision net realizations; detailed email reply to Grant Thornton on several queries re 2020 financial statements; review B. Barlow, S. Cherniak emails re Parcel 5-10 sale, buyer timetable and holdback of funds for paving to be completed in 2021; review receiver accounting, property tax files, lot sale summary and prepare detailed analysis of subdivision net realizations.
Finnegan, M	11/12/2020	0.3	Run GL's in excel format for reporting purposes.
Cherniak, S	11/12/2020	1.4	Conference call with T. Van Klink and D. Flett to discuss pond issue. Call with D. Flett after. Review of emails from M. Stamp and G. Barlow. Call with G. Barlow re closing. Review of email to accountants.

Staff	Date	Time	Narrative
Flett, D	11/13/2020	3.5	Review subdivision realization analysis with S. Cherniak, revise for BMO payouts and forward to T. Van Klink; email with M. Finnegan re property taxes; call with M. Finnegan re engineering invoices and email with RC Spencer; review City of Windsor and M. Stamp emails re commercial land servicing, permit and stormwater management plan; review of AGM invoices paid by Receiver, expand summary and compare to unbilled time included in claim; email from City of Windsor re intersection and forward to M. Stamp with query re trigger of intersection by site plan control agreement.
Finnegan, M	11/13/2020	0.3	Find Affleck Green invoices and forward.
Cherniak, S	11/13/2020	1	Review of emails between M. Stamp, RC Spencer and City of Windsor. Review of Banwell chart for letter to City of Windsor. Review of emails re Greene.
Flett, D	11/15/2020	0.2	Review M. Stamp emails with City of Windsor, RC Spencer re Palmetto intersection and commercial land storm water.
Flett, D	11/16/2020	3.3	Call with S. Cherniak to review Affleck Green billing and Royal Timbers claim, Palmetto intersection, sale of Parcel 5-10 and 13th court report timing; RC Spencer email re commercial land storm water; email with Grant Thornton re 2020 statements; Prepare confidential supplement to 13th report to court.
Cherniak, S	11/16/2020	0.7	Review of emails from M. Stamp, spencer and City of Windsor re permits and driveway construction. Discuss Greene invoices.
Finnegan, M	11/17/2020	0.5	Property tax payments.
Flett, D	11/17/2020	2.5	Email from M. Stamp to City of Windsor re commercial land storm water; Continue with 13th report and confidential supplement.
Flett, D	11/18/2020	3.5	Continue with 13th report and confidential supplement; review R&D's from 12th report; review October 2019 email correspondence re Land Registry issues, other documents; email with S. Cherniak re 13th report, new reference plan, amendment to Parcel 5-10 APS; email with M. Stamp re original easement deletion, new reference plan and PIN's.
Cherniak, S	11/18/2020	1.1	Emails from G. Barlow re drawings. Respond. Emails from M. Stamp re same. Questions from D. Flett re report.
Finnegan, M	11/19/2020	0.5	Draft R & D's for court report.
Cherniak, S	11/19/2020	0.6	Review of emails from M. Stamp to D. Flett re wording for report. Emails with D. Flett re wording for report.
Flett, D	11/19/2020	4.5	Review of correspondence re LRO issues, Committee of Adjustments documents and continue with 13th Report and confidential supplement - receiver activities, analysis of Parcel 5-10 transaction; emails with M. Stamp re Committee of Adjustments; email with S. Cherniak re sale of Parcel 5-10 and report content; review R&D's to be prepared with M. Finnegan.
Cherniak, S	11/20/2020	0.6	Review of emails from M. Stamp and City of Windsor. Update on City of Windsor cheque.
Flett, D	11/20/2020	3.5	Review and revise R&D's for each of bank accounts; reconcile professional fees to 12th court report, interco account schedule and notes to 13th report; continue with 13th report and R&D narrative; email with S. Cherniak re Phase 4 reserve block payment; email from City of Windsor re Palmetto.

Staff	Date	Time	Narrative
Flett, D	11/23/2020	3.3	M. Stamp and G. Barlow emails re Palmetto intersection; Miller Thomson and S. Cherniak emails re conveyance of phase 4 reserve blocks to City; email with City of Windsor re Robinet phase 4 cheque; call with S. Cherniak re 13th report, pond; Miller Thomson and M. Stamp emails re Committee of Adjustments decisions, arrangements with LRO to register; Continue with 13th report and finalize R&D's.
Cherniak, S	11/23/2020	1.3	Emails to/from M. Stamp to G. Barlow. Emails to Miller Thomson re City of Windsor. Review response. Review response from City of Windsor re cheque. Email to Miller Thomson re status of easements. Review response. Review response from M. Stamp. Discuss file with D. Flett. Emails to/from Stamp to City of Windsor.
Finnegan, M	11/24/2020	0.5	Bill payment. Look up legal bill dates and amounts for court report.
Flett, D	11/24/2020	3	Review Miller Thomson and M. Stamp emails re Committee of Adjustment decisions, LRO arrangements; email from Miller Thomson re Robinet phase 4 payment and review properties paid by homeowner and City of Windsor prepared schedule of amounts due; Continue with 13th report; review and finalize draft 13th report and forward to S. Cherniak; prepare extracts from Metrix appraisals for appendices to confidential supplement.
Cherniak, S	11/24/2020	0.6	Email to T. Van Klink re pond letter. Emails re report. Email from M. Stamp re block funds. Respond. Email from M. Stamp re final information from Committee of Adjustments.
Flett, D	11/25/2020	5.5	Email with Miller Thomson re Robinet phase 4 reserve blocks to be conveyed upon payment from City; Miller Thomson emails re commercial land easements and LRO; review draft letter to City of Windsor legal re stormwater pond by T. Van Klink and RC Spencer prepared memo; Call with S. Cherniak to review draft letter and email to T. Van Klink re inclusion of RC Spencer memo and revisions to letter re relevant freeboard depth benchmark and meeting of Windsor Essex requirements by Receiver's proposal; review final letter to City of Windsor issued by Miller Thomson; call with S. Cherniak to review 13th report, AGM creditors and distribution to AGM and Dunn following Parcel 5-10 sale; revisions to 13th report re addition of distribution section; review Dunn Paving documentation and emails with S. Cherniak; Revisions to 13th report re distribution - Simba, Affleck Greene and Dunn; call with B. Ropat re update on pond, receiver proposal to complete option 1; emails with T. Van Klink and call with S. Cherniak re Dunn judgment, interest on judgment, \$871K payable to D'Amore estate; addition to confidential supplement re purchase price; prepare schedule of Dunn judgment and interest to Nov. 30, 2020; revise 13th report for Miller Thomson letter to City re pond.
Cherniak, S	11/25/2020	4.1	Review of draft report and supplement. Call with D. Flett re additional work on report. Deal with Dunn judgment. Review of file and emails to/from T. Van Klink. Call with D. Flett re same. Email from Miller Thomson re blocs. Respond. Review of T. Van Klink letter re pond. Discuss with D. Flett. Review revised letter. Review City of Windsor response. Review of final Committee of Adjustments from M. Stamp. Review Miller Thomson response.

Staff	Date	Time	Narrative
Flett, D	11/26/2020	3	Email with L. Bezaire of Doherty CA's re Simba mortgage payments; revise Dunn judgement interest schedule for other interest rate scenarios; revisions to 13th report re Royal Timbers distribution, call with S. Cherniak and revise 13th report re stormwater pond letter to City of Windsor, Dunn judgment and summary of interest stops rule; forward 13th report, supplement and appendices to S. Cherniak; review S. Cherniak memo to T. Van Klink re finalize and serve 13th report, sale approval.
Cherniak, S	11/26/2020	2.5	Email to D. Flett re Dunn. Call to J. Ball re clients claim. Update D. Flett on call. Review revised report. Make edits and discuss same with D. Flett. Send draft report to T. Van Klink.
Cherniak, S	11/27/2020	0.7	Response from Miller Thomson on report. Email to J. Ball re judgment. Review judgment from J. Ball and email thereto. Respond.
Flett, D	11/27/2020	2.7	Review email from Grant Thornton and draft trial balances; review trial balances and prepare detailed reply to Grant Thornton queries re land/inventory, commercial land sale, HST, ownership, related party loans and other issues; review documents on file re P. D'Amore loan of \$871 K and Justice Thomas June 25, 2012 reasons.
Flett, D	11/30/2020	4.7	Email to Grant Thornton with reply to financial statement queries; review 2017 letter from Miller Thomson re \$871K payable to D'Amore estate, June 25, 2012 Justice Thomas reasons and emails with S. Cherniak re split, portion owed by Banwell; brief review of Sept. 2013 S. D'Amore motion record; revise schedule of interest calculation and amount owing on Dunn judgment; review revisions to 13th report by T. Van Klink and call with S. Cherniak to review revisions, steps to finalize Banwell estate; revisions and updates to 13th report re Dunn, intercompany payable from Royal Timbers estate to Banwell, security deposits and other.
Cherniak, S	11/30/2020	2.2	Review of info from Grant Thornton. Respond. Discussion re \$871k loan Banwell or Royal Timbers. Review file. Review T. Van Klink edits to report. Discuss with D. Flett and T. Van Klink. Emails from S. Kettle re documents.
Finnegan, M	12/01/2020	0.5	Deposit HST refund cheques for both Banwell and Royal Timbers.
Flett, D	12/01/2020	5.2	Email with S. Cherniak re 13th report; forward revised 13th report and appendix to T. Van Klink with comments; review draft 2020 financial statements; call with S. Cherniak re Receiver intercompany, pre receivership due from Royal Timbers to Banwell and considerations re surplus Royal Timbers funds to Banwell; review T. Van Klink email, June 5, 2015 letter re Simba / D'Amore estate mortgages; review draft financial statement cost of sales for Royal Timbers and remaining asset balances; call with S. Cherniak re LRO and process for register of new easements; email to Grant Thornton re Royal Timbers cost of sales, HST on Parcels 1-4; lengthy call with Grant Thornton re 2020 draft financial statements, cost of sales, loss carry forward to apply to 2020 income, \$871K due to P. D'Amore, projected balance sheet at May 31, 2021; memo to S. Cherniak re 2020 financial statements; review Miller Thomson and City of Windsor emails re Phase 4 reserve block transfers and email to Miller Thomson re clarification on funds to be paid, request for conveyance.

Staff	Date	Time	Narrative
Cherniak, S	12/01/2020	2.9	Review edits to report. Send to D. Flett. Call from S. Kettle re report. Email to J. Cook. Call with T. Van Klink re same. Set up call. Review of emails re f/s. Call with D. Flett re same. Emails from J. Cook and City of Windsor re reserve blocks. Deal with T183's. Emails to/from BMO re line of credit.
Cherniak, S	12/02/2020	0.6	Conference call with G. Barlow, M. Stamp and D. Flett re additional hurdles re RP for Banwell.
Flett, D	12/02/2020	1.8	Prepare updated estimated realization schedule at Nov. 19, 2019 and review of various underlying documents; call with M. Stamp, G. Barlow, S. Cherniak re LRO process for Parcels 5-10, revised timetable, permits for commercial land servicing, lot 27; email with M. Stamp re PIN 890.
Flett, D	12/03/2020	1.2	Locate and forward sale documents for 3155 Banwell Road and email with M. Stamp and G. Barlow; revisions to updated projected realization schedule and email to S. Cherniak with comments.
Cherniak, S	12/03/2020	0.2	Review of updated potential payout to Banwell unsecureds.
Flett, D	12/04/2020	1.2	Email with Grant Thornton re final statements package, hard copies of statements to be provided; review and download pdf of year end package; email from Miller Thomson and attachments re draft Teraview forms for numerous new easements and parcel creations to be registered; further emails with S. Brisbois re statements, Grant Thornton invoices.
Cherniak, S	12/04/2020	1.3	Review of documentation sent by Miller Thomson. Execute A&D. Review email from Martini. Respond. Approve and execute FS. Emails re same.
Flett, D	12/07/2020	0.2	Review detailed M. Stamp email to J. Cook re draft easements, Committee of Adjustments status.
Cherniak, S	12/07/2020	0.3	Review of M. Stamp email to Miller Thomson.
Flett, D	12/08/2020	1.5	Emails from Miller Thomson re commercial land easements, payment from City of Windsor re Robinet phase 4; email with Grant Thornton re final statements, download and brief review of tax return; review property tax summaries, receiver accounting and update intercompany schedule re commercial lands, Grant Thornton fees and Grant Thornton invoices to S. Cherniak for approval.
Cherniak, S	12/08/2020	0.6	Emails from Miller Thomson re City of Windsor funds and update on RP. Review of Grant Thornton invoices and approve.
Flett, D	12/09/2020	0.3	Email from Miller Thomson re easements, LRO; email from AGM and S. Cherniak reply; review receiver accounting for Robinet and email to M. Finnegan re posting of City of Windsor payment.
Cherniak, S	12/09/2020	0.4	Email from Miller Thomson re counsel. Respond. Email from Greene re timing. Respond.
Flett, D	12/10/2020	0.1	Review RC Spencer invoice and forward to S. Cherniak with comment.
Cherniak, S	12/10/2020	0.2	Review of RC Spencer invoices.
Cherniak, S	12/11/2020	0.6	Receipt of funds from City of Windsor. Review of correspondence and send to Miller Thomson.
Finnegan, M	12/11/2020	0.2	Receipt of City of Windsor cheques.
Finnegan, M	12/14/2020	0.5	Various bill payments.

Staff	Date	Time	Narrative
Flett, D	12/14/2020	0.4	Review hard copy of financial statements from Grant Thornton; review details of City of Windsor cheques for Phase 4 Robinet cost sharing, compare to prior report and email to M. Finnegan re HST component; email and documents from J Cook re conveyance of reserve blocks to City of Windsor.
Cherniak, S	12/14/2020	0.7	Review of correspondence from Miller Thomson re reserve blocks. Review of analysis from D. Flett.
Flett, D	12/15/2020	0.2	Call with B. Ropat re storm water pond status, phase 4 Robinet cost sharing.
Flett, D	12/18/2020	0.3	Several emails from M. Stamp, Miller Thomson, S. Cherniak re easements, land registry, Committee of Adjustments consents, and commercial land permits; review J. Cook schedule and comments to M. Stamp queries.
Cherniak, S	12/18/2020	0.7	Review of emails from Miller Thomson and M. Stamp re update on progress of final RP. Respond. Email from M. Stamp re servicing. Review of emails to Committee of Adjustments.
Flett, D	12/21/2020	0.1	Review M. Stamp, J. Cook emails re easements, LRO
Flett, D	12/22/2020	0.4	Update receiver invoice summary chart and start affidavit of fees for 13th report.
Flett, D	12/23/2020	0.6	Emails from J. Cook re easement registration and LRO status; continue with affidavit of fees for 13th report.
Cherniak, S	12/23/2020	0.1	Update on RP status.
Flett, D	12/30/2020	2.2	Email from G. Barlow re extension amendment for Parcels 5-10; prepare affidavit of fees for 13th report and edits to 13th report.
Flett, D	12/31/2020	0.2	Email with Miller Thomson, S. Cherniak re status of easement registration, Layfield invoice; email with G. Barlow and review Parcel 5-10 amendment.
Cherniak, S	01/02/2021	0.5	Email re extension. Respond. Execute amendment.
Cherniak, S	01/03/2021	0.4	Update from J. Cook re status of docs. Respond. Review final amendment from G. Barlow.
Flett, D	01/04/2021	3.5	Revisions and updates to 13th report; call with S. Cherniak re; commercial land easement status, 13th report and revisions to R&D's; update Dunn judgment schedule to Dec 31 and report; review R&D update to Dec 31 with M. Finnegan; revisions and notes to updated R&d's; update receiver interco accounting re and due from Royal Timbers balance at Dec 31; review receiver accounting re R&D; review and finalize draft affidavit of fees for 13th report.
Finnegan, M	01/04/2021	0.2	Update R&D for court report.
Cherniak, S	01/04/2021	0.3	Discuss update from Miller Thomson with D. Flett. Discuss amendments to report.
Flett, D	01/05/2021	0.8	S. Cherniak email to T. Van Klink re 13th report service; email with S. Cherniak re 13th report; email from S Kettle; update confidential supplement and forward to T. Van Klink for comment.
Laura Hooper	01/05/2021	0.1	Banking
Cherniak, S	01/05/2021	0.6	Review of edits to report. Send to Miller Thomson. Review S. Kettle response. Review of email to T. Van Klink re supplement.
Laura Hooper	01/06/2021	0.1	Banking
Cherniak, S	01/06/2021	0.6	Call with K. D'Amore re update. Email from C. Martini re update. Respond.

Staff	Date	Time	Narrative
Flett, D	01/08/2021	0.6	Review emails from T. Van Klink, S. Cherniak re S Pickard enquiry on \$871K loan from D'Amore estate; emails with S. Cherniak and Popp Russo Leno and provide copies of 2020 financial statements; review City of Windsor correspondence re storm water pond.
Cherniak, S	01/08/2021	1.2	Review of emails re requesting update from Picard. Review of T. Van Klink response. Review of further email re \$871k loan. Review of file re same. Send to T. Van Klink. Emails re request for FS and detail. Review responses.
Flett, D	01/12/2021	0.4	T. Van Klink email to S. Picard; email with S. Cherniak re fee affidavit, report timing; email from W. Al-Yassiri re intersection; S. Cherniak, Miller Thomson emails re LRO and easement registration process; review RC Spencer invoice and forward.
Cherniak, S	01/12/2021	0.6	Update on LRO. Review T. Van Klink response to D'Amore lawyer. Review and approve RC Spencer bill. Review of email from City of Windsor re intersection.
Flett, D	01/14/2021	0.1	Email from M. Stamp and W. Al-Yassiri re Palmetto intersection.
Cherniak, S	01/14/2021	0.2	Review of emails to/from City of Windsor.
Finnegan, M	01/20/2021	0.5	Bill payments
Flett, D	01/20/2021	0.1	Review J. Cook email and attachments, S. Cherniak, M. Stamp emails re LRO, title and easements; M Stamp email re part 5-10 stormwater management plans.
Cherniak, S	01/20/2021	0.4	Call with G. Barlow. Update on file from Miller Thomson.
Flett, D	01/21/2021	0.2	Emails from M. Stamp, Miller Thomson re easements, part 24 sale.
Finnegan, M	01/21/2021	0.5	HST returns for Banwell and Royal Timbers.
Cherniak, S	01/21/2021	0.2	Emails re Masse property.
Cherniak, S	01/22/2021	0.2	Emails from M. Stamp.
Flett, D	01/22/2021	0.2	Review email from M. Stamp; emails with S. Cherniak and forward M. Stamp invoice.
Laura Hooper	01/25/2021	0.2	Banking
Flett, D	01/27/2021	0.3	Email with A. Olsen of City re status of phase 4 Robinet cost sharing; T. Van Klink email re stormwater pond.
Cherniak, S	01/27/2021	0.1	Review of email to CRA.
Flett, D	01/28/2021	2.5	Update MR Dunn judgment calculation; updates to 13th report and confidential supplement; review MGS Consulting invoice and M. Stamp email; review 2021 MPAC assessment for commercial land, 2021 Interim tax bill and compare to reference plan and 2020 taxes re lands owned by Royal Timbers, lands sold to Banwell Gardens; revise and update 2020 property tax schedule re assessed values; register Royal Timbers commercial land for MPAC about my property and review property details and map; email with S. Cherniak, M. Finnegan re Royal Timbers property taxes, funds on hand.
Cherniak, S	01/28/2021	0.4	Review of email from Miller Thomson to City of Windsor. Review of M. Stamp invoice. Email to M. Stamp. Update on property tax payment due date.
Cherniak, S	01/29/2021	0.2	Review of email re cost sharing. Sign cheque.
Flett, D	02/02/2021	0.4	Review Banwell commercial MPAC assessment and update 2021 property tax summary re: new consolidated tax roll, 3017 Troup Crescent amounts to be paid, MPAC property registration.

Staff	Date	Time	Narrative
Finnegan, M	02/02/2021	1	Bill payment and prepare property tax schedule.
Cherniak, S	02/02/2021	0.2	Voice message from B. Sasso. Email to Miller Thomson re update.
Cherniak, S	02/03/2021	0.2	Review update from Miller Thomson.
Flett, D	02/04/2021	0.4	Review M. Stamp, J. Cook emails, including LRO comments re: commercial land easements; call with M Stamp to discuss LRO requirements and email to S. Cherniak to summarize.
Cherniak, S	02/04/2021	0.4	Review of lengthy email re update on LRO issues. Review of email re M. Stamp/D. Flett call.
Cherniak, S	02/05/2021	0.1	Review of email from M. Zazarewich.
Flett, D	02/05/2021	0.1	Emails with T. Van Klink, B. Ropat re stormwater pond status.
Flett, D	02/08/2021	0.4	Email from G. Barlow re commercial land sale; email with M. Stamp re LRO; further emails from G. Barlow, S. Cherniak and review amendment to extend.
Cherniak, S	02/08/2021	0.5	Email from G. Barlow re update. Respond. Update from M. Stamp. Execute amendment.
Flett, D	02/09/2021	0.9	Emails from M. Stamp, S. Cherniak re call with LRO on finalizing easements and timetable; revisions to 13th report, MR Dunn schedule and emails with S. Cherniak re revisions to report, status and service of motion record; emails from Miller Thomson re call with LRO and timetable.
Cherniak, S	02/09/2021	0.7	Email from M. Stamp re update on LRO meeting. Emails to/from Miller Thomson re timing. Emails with D. Flett re report.
Finnegan, M	02/10/2021	0.5	Receipt of HST refunds for Banwell and Royal Timbers and deposit.
Cherniak, S	02/10/2021	0.3	Email from Martini re update on sale. Review file. Respond.
Flett, D	02/12/2021	0.4	Emails from J Cook of Miller Thomson re LRO and easement registration status; memo to M. Finnegan, S. Cherniak re 2021 interim property taxes and MPAC consolidation of commercial tax rolls.
Cherniak, S	02/12/2021	0.7	Updates on dealing with LRO. Update on property taxes. Review of Miller Thomson account.
Flett, D	02/16/2021	1.2	Emails from M. Stamp re easement registrations, actions to complete project; review and download emails from Miller Thomson with commercial land easement registrations; review and revise 13th report for motion record; email from G. Barlow with signed amendment for parts 5 – 10.
Cherniak, S	02/16/2021	0.4	Email from Stamp. Respond. Review of email from G. Barlow.
Flett, D	02/17/2021	0.4	Call with M. Finnegan re HST refund, property taxes; update receiver intercompany schedule re legal fees, property taxes.
Finnegan, M	02/17/2021	0.5	Receipt of and deposit HST refund cheque.
Cherniak, S	02/17/2021	0.4	Call from Barlow re update. HST cheque.
Laura Hooper	02/18/2021	0.1	Banking
Laura Hooper	02/18/2021	0.1	Banking

Staff	Date	Time	Narrative
Flett, D	02/18/2021	3.5	Review Miller Thomson email and attachments re creation of PIN's for Parcels 5-10; call and several emails with S. Cherniak re finalizing 13th report, S. Kettle queries, Schedules C and D to 2186234 Ontario APS, 2nd deposit, pond and L/C's to City; email to S. Kettle re; queries, court hearing process for 12th report; revisions and updates to 13th report including Miller Thomson fee affidavit; prepare detailed email to S. Kettle with response to queries, 13th report and numerous attachments; finalize and forward receiver fee affidavit to S. Cherniak.
Cherniak, S	02/18/2021	1.7	Review of PINS from Land registry. Call and emails with D. Flett re next steps. Review of emails from Miller Thomson. Calls and emails with G. Barlow re notice of fulfillment and unsigned Schedule. Emails re Schedule D to be amended.
Flett, D	02/19/2021	4.3	Review revised Shared Parking agreement and email from Miller Thomson with queries on confidential supplement, Shared Parking and Mutual Service Agreements (MSA); email to S. Kettle with additional information and subsequent call with S. Cherniak, S. Kettle re these issues and part 24; review Part 24 approval and vesting order; review old MSA and email to S. Kettle re old Shared Parking and MSA registrations; email with M. Stamp re old Shared Parking and MSA; email from S. Kettle re MSA, registration on new PIN;s, calls with S. Cherniak to review and email to S. Kettle with further instructions and information; call and email with S. Cherniak re part 27 vacant services parcel and review new tax roll.
Cherniak, S	02/19/2021	3.1	Emails and calls and discussions re MSA and SPA and vesting orders. Discussions re part 24 and review of various documents. Review of emails to M. Stamp. Email to G. Barlow re follow up on SPA. Emails from M. Stamp re Masse. Respond. Executed fee affidavit. Call with G. Barlow. Send executed SPA and notice of fulfillment.
Flett, D	02/22/2021	0.4	Swear fee affidavit of receiver; review Parcel 5-10 notice of fulfillment from G Barlow; emails from S. Cherniak, S. Kettle re motion record.
Finnegan, M	02/22/2021	0.5	Bill payments.
Cherniak, S	02/22/2021	0.7	Emails from G. Barlow re SPA. Send to Miller Thomson with comment on Banwell Gardens registrations. Review of executed NOF. Deal with fee affidavit.
Flett, D	02/23/2021	0.9	Email with S. Cherniak, Miller Thomson re motion record status; call with S. Cherniak, S. Kettle re status Shared Parking Agreement (SPA), MSA, 13th report revisions, Part 24 approval and vesting order, service list; review SPA, MSA Acknowledgement & Directions from S. Kettle.
Cherniak, S	02/23/2021	1	Update call with S. Kettle. Review and execute documents for registration. Send to Miller Thomson. Update T. Van Klink on file. Email to realtor.
Flett, D	02/24/2021	0.4	Email with S. Cherniak, S. Kettle re motion record status, commercial buyer's counsel; review email from S. Kettle with new SPA, MSA registrations and amendment to 2186234 Ontario APS.
Cherniak, S	02/24/2021	0.7	Email from Miller Thomson re amendment. Send to G. Barlow and call re same. Receipt of second \$100k deposit.

Staff	Date	Time	Narrative
Flett, D	02/25/2021	1.9	Email from G. Barlow and review 2186234 APS amendment and 2nd deposit confirmation; emails with Miller Thomson re Part 24, inclusion of Dr. Masse counsel on service list; reviewed revised 13th report, confidential supplement and new appendix documents; call with S. Cherniak to review revised report; email to S. Kettle with edits to 13th report and supplement; review final 13th report and further email with S. Kettle.
Cherniak, S	02/25/2021	1.2	Execute amendment to APS. Send copy of deposit cheque and amendment to Miller Thomson. Review of Miller Thomson edits to report. Discuss with D. Flett. Execute reports and send to Miller Thomson.
Flett, D	02/26/2021	2.5	Update schedule for semi annual interest, per diem for 4 remaining Simba mortgages and balances at Mar 1, 2021; revise and update projected realization schedule and review due from Royal Timbers amounts, Tecumseh lands Simba mortgage re payment of projected Royal Timbers surplus to Banwell estate; revisions to updated projected realizations and forward to S. Cherniak with comments.
Cherniak, S	02/26/2021	0.5	Review of served motion materials. Update Martini. Review response.
		210.7	Total Time

Staff	Position	Location	Hourly Rate	Time
Cherniak, S	Sr. Vice President	London	\$525	69.7
Finnegan, M	Administrative	London	\$175	13
Flett, D	Vice President	London	\$400	127
Hooper, L	Administrative	London	\$175	1.0
				210.7



Invoice # 05042021
Banwell Developments Corp
HST Reg # 101518124RT0001

Ontario Superior Court of Justice
245 Windsor Ave
Windsor, ON N9A 1J2

May 4, 2021

Re: Banwell Development Corporation and Royal Timbers Inc.

For professional services rendered for the March 1, 2021 through April 29, 2021 as per the attached detail:

Our Fee	\$55,512.50
Disbursements	<u>0.00</u>
Sub Total	55,512.50
HST	7,216.62
Total	<u>\$62,729.12</u>

REMITTANCE ADVICE

Cheque Payments to:
100-633 Colborne Street
London, ON N6B 2V3

Invoice #	05042021
Amount	\$62,729.12

May 4, 2021

For professional services rendered

Staff	Date	Time	Narrative
Flett, D	03/01/2021	2.7	Review email from S. Kettle and J. Ball re MR Dunn claim; email from B. Sasso, review draft D'Amore Construction judgement and email with S. Cherniak re Royal Timbers costs. Review prior schedule summarizing D'Amore Construction (DAC) judgment and forward to S. Cherniak with comments; review further emails re DAC judgment; prepare supplementary report to 13th report re distribution to DAC.
Finnegan, M	03/01/2021	1.5	Adding court documents to BDO website. File administration.
Cherniak, S	03/01/2021	2.3	Emails from B. Sasso re report. Emails to Miller Thomson. Emails from D. Flett re draft Sasso Order. Call with S. Kettle re B. Sasso emails. Review of responses. Updates on service list. Review of email to Ricci and review of response from F. Ricci re APS. Respond. Call with G. Barlow re same. Review of draft supplementary report.
Flett, D	03/02/2021	2	Review S Kettle emails with B. Sasso re DAC claim; review DAC judgment issued and entered; prepare schedule of Royal Timbers costs payable with interest at Feb. 28 21; update projected realization schedule for both estates; revisions to supplement to 13th report, email with S. Cherniak re 13th report motion record.
Cherniak, S	03/02/2021	0.5	Review of Order from B. Sasso. Review of updated supplementary report. Call from G. Barlow.
Flett, D	03/03/2021	1.7	Emails from S. Cherniak, S. Kettle re supplementary report to 13th, DAC costs calculation; revision to supplementary and forward to S. Cherniak; review emails from M. Settingington, lawyer for 216234 and review MSA and SPA to confirm current versions; review prior correspondence and servicing documents, including Sterling Ridge section F and payment certificate #1; Emails with S. Cherniak to summarize and forward Section F plus RC Spencer letter confirming servicing completion prepared for Banwell Gardens; review S. Cherniak email to M. Settingington re land closing issues and agreed to holdback.
Cherniak, S	03/03/2021	2.1	Email from purchasers lawyer re holdback. Review file and draft response. Emails to G. Barlow and Miller Thomson. Call with G. Barlow. Review of D. Flett edits to supplementary report. Emails to Miller Thomson re B. Sasso.
Finnegan, M	03/04/2021	0.3	File Royal Timbers HST return.
Flett, D	03/04/2021	2.1	Review S. Cherniak, purchaser emails re Parcels 5-10; locate, review and forward engineer drawings for commercial land servicing to S. Cherniak; S. Kettle email re DAC claim for judgment costs plus interest; update combined projected realizations schedule; call with Part 5-10 buyer, counsel M. Settingington, S. Kettle and S. Cherniak re transaction, background and holdback for servicing completion; call with S. Cherniak, S. Kettle re motion status, DAC claim for costs, Simba mortgages, \$871K payable to D'Amore estate, process for Court approval; email to S. Kettle to forward supplementary 13th report and Banwell Gardens holdback agreement.

Staff	Date	Time	Narrative
Cherniak, S	03/04/2021	3.4	Emails from purchaser re closing. Call with purchaser and G. Barlow. Email from purchaser and lawyer re follow up call. Call from Scott D'Amore re payout and shareholder loan. Follow up call with Miller Thomson and email re same. Conference call with purchaser, Miller Thomson and purchaser's lawyer. Follow up call with S. Kettle and D. Flett. Review of email to Miller Thomson re supplemental report and holdback agreement. Review of email to B. Sasso. Review of Miller Thomson email to Picard. Send purchaser counsel spencer letter. Send servicing drawings to purchaser.
Flett, D	03/05/2021	1.8	Review emails from Miller Thomson, B. Sasso, P. Greene; email with S. Cherniak re interest calculations; email with S. Cherniak re timetable previously provided to B. Sasso; revise format, review Sterling Ridge invoices and update projected realization schedule; email to forward to S. Cherniak with comments.
Cherniak, S	03/05/2021	1.1	Review of D'Amore USA and emails between Miller Thomson and S. Picard. Email to Miller Thomson re clarification. Review response. Review of email from B. Sasso. Respond to S. Kettle. Email from S. Kettle re P. Greene. Respond.
Flett, D	03/08/2021	3.2	Email with S. Cherniak re projected realizations; review Miller Thomson and S. Picard correspondence re \$871K payable to D'Amore estate; review MPAC assessment, and email with M. Settingerton re commercial land tax rolls and forward 2021 interim bill; review and organize pre and post Affleck Greene accounts and statements both Banwell and Royal Timbers; emails and call with S. Cherniak re interest calculation on AGM accounts, intercompany payable; review 2016 Hyatt Lassaline general ledger and financial statements re Simba mortgage carried on Royal Timbers statements in error; email with S. Kettle re AGM to prepare update claim with interest for review by Receiver; update projected realization schedule re AGM Banwell claim and revise format and notes.
Cherniak, S	03/08/2021	0.9	Review of updated realization schedule. Discuss with D. Flett. Review of emails re Affleck Greene calculations. Review of email to Miller Thomson re same. Email from purchaser's lawyer. Review BDO response.
Flett, D	03/09/2021	3.5	Review email from G. Barlow with geo-warehouse reports for new Parcels 5-10 PIN's; emails from S Kettle, S. Cherniak re confidentiality agreement with D'Amore Construction; email with S. Kettle re Affleck Greene invoice, interest calculation; call, email with S. Cherniak re engineer certification of access road paving completion; review Parcel 1-5 APS, emails with City of Windsor, previous holdback agreement and provide email to S. Kettle with wording for 2186234 Ontario holdback for access road paving and direction that curb removal be excluded from definition of Outstanding Matters; review S. Kettle, T. Van Klink, S. Cherniak emails re B. Sasso query, Affleck Greene position; download and review additional AGM bills and statements, J. Millar email to S. Kettle and prepare interest schedule for Royal Timbers payable to AGM; revisions and update to supplement to 13th report re amended AGM distribution.
Cherniak, S	03/09/2021	2.4	Emails re sending confidential supplement to B. Sasso. Review docs. Email re Greene and update on call with associate re interest. Review of email re B. Sasso disputing interest. Emails to/from Miller Thomson. Review of Thomas decision. Emails to/from Miller Thomson re holdback agreement.

Staff	Date	Time	Narrative
Flett, D	03/10/2021	3.2	Review and revise Affleck Greene interest calculation schedule and reconcile to AGM system statement; phone call with S. Cherniak, Miller Thomson, B. Sasso re interest stops rule, 2017 Justice Thomas order, timetable and tasks for receivership completion, resolution re Royal Timbers unsecured creditor interest; call with S. Cherniak, S Kettle re approach Royal Timbers unsecured interest, approach to orders and supplementary report; revisions and finalize AGM interest calculation; revise Supplementary report and prepare chart of Royal Timbers unsecured creditors principal and interest for inclusion in supplementary report; email to S. Kettle to forward interest schedules, chart and supplementary report.
Cherniak, S	03/10/2021	1.8	Review of Miller Thomson response to BDO emails re B. Sasso position. Conference call with Miller Thomson BDO and B. Sasso re update and B. Sasso position on the interest stops rule. Further call with Miller Thomson and BDO to determine next steps. Review of revised supplemental report and Greene interest calculation. Review of emails from purchaser counsel.
Flett, D	03/11/2021	3.3	Emails with S. Cherniak, T. Van Klink re City acceptance of Receiver's pond completion proposal and review letter from City of Windsor; email to and calls with B. Ropat to review stormwater pond status and RC Spencer role in completion; call with S. Kettle re AGM interest calculation, unbilled fees and interest issued raised by B. Sasso; detailed email from S. Kettle re issues raised by 2186234 lawyer - legal descriptions, easement description as permitted encumbrances; review email from Miller Thomson re Part 24 severance consent expiry; email from M. Stamp, instructions to M. Finnegan re authorization letter to Committee of Adjustment and review draft; review draft holdback agreement and email to S. Kettle with minor revision to recital to define 'outstanding matters'; review revised holdback agreement and email with S. Kettle; email from S. Kettle re AGM response, acceptance of interest calculation.
Finnegan, M	03/11/2021	0.4	Prepare letter and cheque for city of Windsor application.
Cherniak, S	03/11/2021	2	Email from S. Kettle re purchaser counsel issue re PINS. Review and respond. Review email from A. Roth re part 24. Review and respond. Review emails from M. Stamp re Committee of Adjustments. Review of HB agreement. Review edits. Review email from Greene re calculation. Update from Miller Thomson on City of Windsor decision re pond. Update on funds on hand.
Finnegan, M	03/12/2021	0.5	Receipt of Banwell HST refund cheque and deposit.
Flett, D	03/12/2021	0.3	Review emails from Miller Thomson, M. Settingrington re revisions to holdback agreement, revised PIN number for AVO.
Cherniak, S	03/12/2021	0.6	Review of emails from Miller Thomson and purchaser counsel re changes to AVO. Email from Miller Thomson re edits to supplemental report. Review of account and email re fees.
Flett, D	03/15/2021	2.3	Review revised and updates supplement to 13th report from S. Kettle; email to S. Kettle with suggested revisions and queries re supplement; emails from S. Kettle and M. Settingrington re PIN corrections, LRO timetable and process; review correspondence and submission from B. Sasso re 13th report, proposed distribution and interest stop rules; email with S. Cherniak re DAC position, unsecured creditor distributions; email with M. Finnegan re Committee of Adjustments application, property tax payment; email to B. Ropat; S. Kettle and B. Jolly emails re PIN corrections.

Staff	Date	Time	Narrative
Finnegan, M	03/15/2021	0.8	Prepare cheque payable to City of Windsor and send to M. Stamp. Pay second installment of 2021 property taxes.
Cherniak, S	03/15/2021	1.4	Review of Miller Thomson edits to supplementary report. Review BDO response. Review of email correspondence between purchaser counsel and Miller Thomson. Respond. Review B. Sasso correspondence re interest stops rule.
Flett, D	03/16/2021	0.3	Emails with M. Stamp re Committee of Adjustment application and fee increase; emails with M. Finnegan re instructions for new cheque to Committee of Adjustment.
Hooper, L	03/16/2021	0.2	Banking
Cherniak, S	03/16/2021	0.2	Update on Committee of Adjustment re Masse.
Cherniak, S	03/17/2021	0.4	Update from Miller Thomson. Review of revisions to vesting order.
Flett, D	03/17/2021	1.3	Email with M. Stamp, M. Finnegan re new cheque for Committee of Adjustment; emails from Miller Thomson, B. Jolly of RER&S re PIN revisions, revised AVO and download revised parcel registers; review draft revised AVO; call with B. Ropat re pond completion, project logistics and quotations to be obtained; email to S. Cherniak, T. Van Klink re storm water pond, RC Spencer; email to S. Cherniak re Simba mortgage registrations.
Cherniak, S	03/18/2021	0.2	Call from G. Barlow re update.
Cherniak, S	03/19/2021	0.5	Review of emails to/from purchaser lawyer to Miller Thomson. Review of email from TVK re response to COW re pond. Advise D. Flett of response.
Flett, D	03/19/2021	1.5	Emails from S. Kettle, B. Jolly re Parcels 5-10 AVO; review draft letter to City of Windsor re pond completion from T. Van Klink; review 2017 pond quotations, L/C correspondence and accounting and prepare email to T. Van Klink with additions and revisions to letter; email with S. Cherniak re pond, L/C's project engineering; review final version of letter to City.
Flett, D	03/22/2021	1.8	Email to S. Cherniak, T. Van Klink with City Windsor correspondence on phase 2 LC; email to M. Stamp re COA fee payment; voice mail from B. Ropat and email to B. Ropat, R. Spencer with background and copies of correspondence with City solicitor on storm water pond; review revised supplementary report to 13th report from S. Kettle; email to S. Kettle re B. Sasso position on interest stops; emails with S. Cherniak re supplementary report; review MR Dunn and AGM interest calculations.
Finnegan, M	03/22/2021	0.4	Bill payments
Cherniak, S	03/22/2021	1.2	Emails with Miller Thomson re timing of supplemental report. Review of final supplemental report. Deal with Flett queries. Review of letter from Miller Thomson to City of Windsor. Email re Spencer and funds to Stamp.
Flett, D	03/23/2021	0.7	Brief review of motion record for supplementary report to 13th report and letter to service list from Miller Thomson; call with S. Cherniak re motion record and timetable; email from M. Settingrington re holdback agreement; email with M. Stamp, M. Finnegan re Committee of Adjustment cheque.
Finnegan, M	03/23/2021	0.3	Put copies of motion records on BDO website
Cherniak, S	03/23/2021	0.5	Further review of Supplemental Report and MR. Email from purchaser counsel re holdback agreement acceptable. Review response.
Flett, D	03/24/2021	1.2	Call with B. Ropat re storm water pond completion; email to T. Van Klink to provide RC Spencer particulars re City coordination of pond completion; email to B. Ropat to confirm engagement of RC Spencer for pond; email with M. Stamp re Committee of Adjustment; emails from S. Kettle re Jim Ball enquiry on motion materials.

Staff	Date	Time	Narrative
Cherniak, S	03/24/2021	0.6	Review of email from Ball. Respond to Miller Thomson. Review of further email from Miller Thomson to Ball.
Flett, D	03/25/2021	0.8	Emails from T. Van Klink re stormwater pond and emails with B. Ropat, R. Spencer to update on City sign off of agreement letter; email from J. Ball re interest stops issue; call with S. Cherniak to review 13 report motion status, timetable, pending sale of Parcels 5-10, L/C's and related issues; email re PUC LC.
Finnegan, M	03/25/2021	0.4	Receipt of and deposit HST refund cheque for Royal Timbers.
Cherniak, S	03/25/2021	0.9	Review of executed letter from City of Windsor re pond. Review of email to Spencer. Email to BMO re LC's. Review response. Call with G. Barlow re update. Email from J. Ball re motion. Review Miller Thomson response.
Flett, D	03/26/2021	0.2	Emails from S Kettle, S. Cherniak, Windsor court re 13th report motion record
Cherniak, S	03/26/2021	0.3	Review of emails to/from court and Miller Thomson re service of materials.
Cherniak, S	03/29/2021	0.2	Update on issuance of materials to RSJ Thomas.
Cherniak, S	03/31/2021	0.2	Review of email from Pickard. Review of Miller Thomson response.
Flett, D	04/01/2021	0.1	Brief review of S. Cherniak email and documents from Farhat re M.R. Dunn contractors.
Cherniak, S	04/01/2021	0.2	Notice of change of lawyer re Ball. Discuss Pickard email with T. Van Klink.
Cherniak, S	04/05/2021	0.4	Call with G. Barlow. Execute amendment. Emails to/from Miller Thomson re HB agreement.
Flett, D	04/05/2021	0.3	Email with G Barlow and review amendment to extend Parcel 5-10; email from S. Cherniak, S. Kettle re holdback agreement.
Flett, D	04/06/2021	0.3	Emails from S. Kettle re vesting order status, M. Settingington and review executed holdback agreement.
Cherniak, S	04/06/2021	0.4	Emails to/from purchaser counsel. Review and execute HB agreement.
Flett, D	04/07/2021	0.3	Review RC Spencer & Associates letter to City of Windsor re pond completion and engineering drawing; email to R. Spencer with comments and provide 2017 pond quotations.
Cherniak, S	04/07/2021	0.3	Review of correspondence from R. Spencer to City of Windsor re pond.
Flett, D	04/08/2021	0.2	Emails from S. Cherniak, S. Kettle re approval and vesting order, interest issue, Parcel 5-10 closing; email from G. Barlow, M. Stamp re part 24 Committee of Adjustment.
Cherniak, S	04/08/2021	1.1	Calls with S. Kettle re conversations with RSJ Thomas. Call with G. Barlow. Email re part 24.
Flett, D	04/09/2021	0.4	Call with S. Cherniak re RSJ Thomas queries and timetable for orders, Parcel 5-10 closing and other issues; email from P. Winters of City of Windsor re pond completion and seeding specifications and review attachments; email from S. Kettle re orders.
Cherniak, S	04/09/2021	0.5	Email from G. Barlow re notice of fulfillment. Email from Miller Thomson re update on Orders. Update D. Flett on status. Review of email from City of Windsor re pond requirements.

Staff	Date	Time	Narrative
Flett, D	04/12/2021	2.1	Emails from S. Kettle re 13th report orders and endorsement; review RSJ Thomas endorsement; review Parcel 5-10 notice of fulfillment from G. Barlow; emails with M. Finnegan re cash on hand, property taxes due; review AGM interest calculation; prepare electronic back-up of documents for Royal Timbers unsecured creditor payouts and forward emails to M. Finnegan with payment instructions; prepare excel schedule for per diem calculation of Royal Timbers unsecured distribution and forward to M. Finnegan; emails with S. Cherniak re distribution order and payouts.
Finnegan, M	04/12/2021	0.5	Bill payment
Cherniak, S	04/12/2021	1.1	Email from Miller Thomson and review of RSJ Thomas endorsement. Emails to/from G. Barlow. Execute notice of fulfillment. Discuss payments with M. Finnegan. Review of docs thereto.
Flett, D	04/13/2021	3	Call with M. Finnegan to review Royal Timbers unsecured creditor payments and final payout amounts; email with S. Cherniak re Simba payouts; update Simba mortgage balances and prepare letter to service list, summary schedule of 4 mortgages to be paid out; review and edit Miller Thomson prepared service list for Simba payout correspondence; review RC Spencer invoice and forward to M. Finnegan with instructions; S. Cherniak email to A. Roth re Parcel 5-10 closing; call with S. Cherniak re Simba payout and forward draft payout package to service list with comments; email with J Cook re closing proceeds; email from J. Cook, M. Settingrington re Parcel 5-10 closing arrangements; finalize service list for Simba package and related emails with S. Cherniak.
Cherniak, S	04/13/2021	1.2	Email to counsel re closing date. Review of various emails re closing. Review of Simba documentation. Review of Spencer invoice.
Flett, D	04/14/2021	2.1	Email with J. Cook re wire info for Parcel 5-10 closing; revision to Simba payout letter; emails with S. Cherniak, G. Barlow re closing funds arrangements - paving holdback, leftover deposit to be paid to Miller Thomson; review 4 orders issued by RSJ Thomas and instructions to M. Finnegan re unsecured creditor payments, BDO website; revise Simba mortgage payout letter and emails with S. Cherniak; email to J. Cook to forward property tax info; forward detailed instructions and several documents to M. Finnegan re Simba mortgage payout package to service list; review issued orders received from S. Kettle and instructions to MF.
Finnegan, M	04/14/2021	0.5	Prepare cheque requisitions in preparation of receipt of sale proceeds for Royal Timbers.
Cherniak, S	04/14/2021	1.8	Review of Orders. Review of email from Miller Thomson to purchaser lawyer. Email to G. Barlow. Review response. Review of draft and final version of letter to Simba. Review of emails to/from J. Cook re closing docs. Emails to/from G. Barlow re closing funds and counsel.
Flett, D	04/15/2021	1.3	Emails from S. Kettle, S. Cherniak, G. Barlow re April 23 closing date; review distribution order and update schedule, per diem calculation for Royal Timbers unsecured creditors; review and update receiver intercompany accounting and email to M. Finnegan re repayment from Royal Timbers to Barwell on closing; email to M. Finnegan, S. Cherniak re inter-estate amount to be repaid on closing; call with S. Cherniak re closing arrangements, Simba payout, cheques to be issued on closing.
Finnegan, M	04/15/2021	0.5	File HST returns for 3 months

Staff	Date	Time	Narrative
Cherniak, S	04/15/2021	1.3	Update on closing date. Email from Martini. Respond. Email from S. Kettle re funds for Greene. Discuss payment details with staff. Email re interco. Review of letter to service list re Simba.
Flett, D	04/16/2021	1.6	Review Parcel 5-10 tax certificate obtained by purchasers and emails with Miller Thomson re confirm installments paid by receiver and adjustment factor for parts 24, 27 not included in sale; emails and call with M. Finnegan re arrangements to pay small balance owing to City Windsor; review part 24 and lot 27 measurements on reference plan to confirm factor for lands not included in sale; review draft closings statements and email to J. Cook with questions, details of Royal Lepage deposit surplus to be paid to Miller Thomson; email from R. Spencer to City re revised pond drawings.
Cherniak, S	04/16/2021	0.5	Review email re property tax info. Review of correspondence from Miller Thomson re closing docs.
Flett, D	04/17/2021	0.3	Review City of Windsor water permit report received from G. Barlow; email with S. Cherniak re outstanding issues and email to R. Spencer, for response.
Flett, D	04/19/2021	3.3	Review Royal Lepage commission statement, revised closing documents and email from J. Cook; emails with S. Cherniak re closing funds; emails to G. Barlow re errors in commission statement; emails with J. Cook re Royal Lepage surplus; call with City of Windsor rep re tax balance owing on Parcel 5-10 account; emails from S. Cherniak, RC Spencer re outstanding water permits; emails with V. Grillo, C. Nelson of City of Windsor re property tax balance; emails and call with M. Finnegan re tax payment arrangements; email from M. Stamp, A. Roth re merger of part 24 with existing parcel; sign cheque to City of Windsor; email to J. Cook confirming property tax balance and confirmation of payment; review order to comply received from City; review Nov/Dec 2020 correspondence from M. Stamp, R. Spencer, City of Windsor re permit requirements, storm water management and email to M. Stamp, R. Spencer for explanation of recent city correspondence re permits.
Finnegan, M	04/19/2021	0.5	Paid small o/s property tax bill.
Cherniak, S	04/19/2021	1.8	Email from G. Barlow over the weekend re work order from City of Windsor. Review of emails to Spencer re same. Emails and correspondence re property tax. Review of further correspondence from City of Windsor re building permits. Review of emails to M. Stamp and R. Spencer. Review of RLP statement of account. Request changes. Review of A. Roth response to M. Stamp question.
Flett, D	04/20/2021	2.2	Call with S. Cherniak re letters, order to comply from City of Windsor and approach to resolve, sale closing issues; emails with M. Stamp re city correspondence, servicing issues and meeting with City of Windsor and Sterling Ridge; calls with RC Spencer re failure to obtain sewer permit, City of Windsor position and plan to expedite; memo to M. Stamp and S. Cherniak re Parcel 5-10 water permit and servicing issue; call with A. Hef and B. Ropat re Palmetto intersection and email to M. Stamp to summarize; call with S. Cherniak re sewer permit issues, closing arrangements and holdback agreement; email from M. Stamp re palmetto intersection timing and arrangements.
Cherniak, S	04/20/2021	2.6	Discussions with D. Flett re permit issue re City of Windsor, RC Spencer and Sterling Ridge. Review of various emails re same from R. Spencer and M. Stamp. Call with G. Barlow re same. Review of Miller Thomson legal bill. Review of filed application re sewer permit.

Staff	Date	Time	Narrative
Flett, D	04/21/2021	2.5	Review J. Cook email re Parcel 5-10 closing documents and revised commission statement from Royal Lepage; email with S. Cherniak re closing; review M. Stamp email re permit issues, completion of roadway, meeting with Sterling Ridge for maintenance inspection; call with S. Cherniak, M. Stamp, Miller Thomson re permit issues and Parcel 5-10 completion; email to S. Kettle to forward City of Windsor related documents and emails.
Cherniak, S	04/21/2021	1.2	Review and execute sale documents. Review of emails from M. Stamp re update on meeting at site today. Conference call with Miller Thomson and M. Stamp re work orders. Review of follow up email to S. Kettle. Review of revised commission statement.
Flett, D	04/22/2021	1.7	Review 2186234 lawyer requisition letter, response from Miller Thomson and S. Kettle email; review detailed memo from M. Stamp on meeting with City of Windsor; call with S. Cherniak re approach to permit issue, holdback agreement and Parcel 5-10 closing; further emails with M. Stamp re City of Windsor; email from G. Barlow re 2186234 timetable for lands; emails with RC Spencer and review letter to City of Windsor; call with S. Cherniak re servicing, permit, closing arrangements and holdback increase; review permit package from A. Hef to City of Windsor; further emails re revised closing terms; further emails from M. Stamp re meeting with City on permit issues
Cherniak, S	04/22/2021	2.5	Review of req letter and Miller Thomson response from purchaser. Review of M. Stamp email updating after call with City of Windsor. Call with D. Flett and then with S. Kettle to discuss same. Review of various emails from M. Stamp and R. Spencer submitting documents to the City of Windsor. Further call with S. Kettle and then G. Barlow re purchaser concerns. Update from G. Barlow. Further call with G. Barlow and update S. Kettle.
Flett, D	04/23/2021	1.1	Call with S. Cherniak re update on Parcel 5-10 closing; emails from S Kettle and review revised holdback agreement; email with M Stamp re part 24 COA application; further emails with S. Cherniak, S. Kettle re Parcel 5-10 closing.
Cherniak, S	04/23/2021	3.4	Emails from M. Stamp and Flett re City of Windsor response to deficiency notices. Numerous emails and calls with G. Barlow re dealing with purchaser. Numerous emails and calls with S. Kettle re amendments to deal. Review of draft amendments. Execute same. Updates on closing. Email re investment of funds. Further call with G. Barlow. Draft email to R. Spencer.
Flett, D	04/26/2021	3.3	Calls and email with M. Finnegan, S. Cherniak re Parcel 5-10 funds disbursement and cheque signing; prepare Simba mortgage payout schedule at Apr 30 and instructions to M. Finnegan re Simba cheques, Royal Timbers unsecured creditor documentation and cover letter; review Royal Timbers unsecured payout amounts email with Miller Thomson and M. Stamp re Parcel 5-10 closing; emails with S. Cherniak, M. Stamp, A. Hef re lot 27, assumption by City of Windsor; review and sign Royal Timbers distribution and Simba cheques; update Receiver intercompany balances.
Finnegan, M	04/26/2021	1.5	Preparation of payout cheques for creditors.
Cherniak, S	04/26/2021	2.7	Emails re closing. Organize check signing. Execute Receivers' certificates. Sign a number of cheques. Email from Miller Thomson re timing of funds. Emails to/from D'Amore and Picard. Email to Martini re payment. Queries re lot 27. Email re closing docs. Review of minutes of maintenance meeting. Further email re lot 27.

Staff	Date	Time	Narrative
Flett, D	04/27/2021	0.9	Instructions to M. Finnegan re Sterling Ridge, Royal Timbers cheques issued; email with M. Stamp, S. Cherniak re options for Lot 27; call with B. Ropat re commercial Parcels 5-10; review letter to WFCU re Simba payout and email with M. Finnegan; update Receiver interco accounting re Miller Thomson, receiver.
Finnegan, M	04/27/2021	2.5	Continuation of payout cheques and courier same. Payment of miscellaneous bills.
Cherniak, S	04/27/2021	0.6	Calls to/from RC Spencer, V/m. Emails to/from M. Stamp re lot 27. Discuss same with D. Flett.
Flett, D	04/28/2021	2.7	Update Simba mortgage schedule for Apr 30 payout; prepare Simba and Royal Timbers unsecured payout schedules for May 31/21 financial statements; review commercial land servicing payment certificate #3, Sterling Ridge emails and email with S. Cherniak; review Royal Lepage commission statement and forward to M. Finnegan with instructions re posting, HST input; further email re holdback PC #3 and sign cheque; prepare schedule updated projected realizations at April 30/21 incl HST refund estimate and forward to S. Cherniak.
Finnegan, M	04/28/2021	0.5	Prepare additional payout cheque and courier.
Cherniak, S	04/28/2021	1.4	Email from Sterling Ridge re holdback invoice. Emails to RC Spencer and M. Stamp re same. Review response from Sterling Ridge. Sign cheque for Sterling Ridge. Review of realtor commission statement. Review of estimated security position.
Flett, D	04/29/2021	0.6	Emails from A. Hef, S. Cherniak re Sterling Ridge holdback; revised projected realization schedule and emails with S. Cherniak; call with S. Cherniak re permit status, City of Windsor issues and RC Spencer plan to resolve; review City of Windsor form A3 re permits; email from S. Kettle re receiver's certificate
Cherniak, S	04/29/2021	1.3	Call with Martini re payment and City of Windsor work order. Call with RC Spencer re same. Review of email and execute document. Review response. Email from Miller Thomson re signed Receiver's Certificate. Review of revised financial position.
		125.5	Total Time

Staff	Position	Location	Hourly Rate	Time
Cherniak, S	Sr. Vice President	London	\$525	50
Finnegan, M	Administrative	London	\$175	11.1
Flett, D	Vice President	London	\$425	64.2
Hooper, L	Administrative	London	\$175	.2
				125.5



Invoice # 01312022
Banwell Developments Corp
HST Reg # 101518124RT0001

Ontario Superior Court of Justice
245 Windsor Ave
Windsor, ON N9A 1J2

January 31, 2022

Re: Banwell Development Corporation and Royal Timbers Inc.

For professional services rendered for the April 29, 2021 through January 31, 2022 as per the attached detail:

Our Fee	<u>\$56,777.50</u>
HST	7,381.07
Total	<u>\$64,158.57</u>

REMITTANCE ADVICE

Cheque Payments to:
100-633 Colborne Street
London, ON N6B 2V3

Invoice #	01312022
Amount	\$64,158.57

January 31, 2022

For professional services rendered

Staff	Date	Time	Narrative
Hooper, L	04/30/2021	0.2	Banking
Finnegan, M	05/03/2021	0.8	Bill payment. Deposit HST refund for Banwell. Receipt of funds re Royal Timbers sale and deposit
Finnegan, M	05/04/2021	0.5	File administration
Finnegan, M	05/06/2021	0.3	File HST return
Flett, D	05/06/2021	0.2	Call with B. Ropat re City approval of storm water pond plan and drawings; email to S. Cherniak re pond status.
Cherniak, S	05/06/2021	0.2	Review of update on pond issue from RC Spencer.
Flett, D	05/07/2021	0.2	Email with R. Hill of RC Spencer, review of unpaid invoice and email with M. Finnegan to confirm and pay.
Flett, D	05/10/2021	0.5	Email from M. Stamp re City permit status enquiry; emails from J. Baker, P. Glos re permit applications, building code requirements; email with S. Cherniak, M. Stamp re meeting with City; call with S. Cherniak re commercial land permit issues, pre-receivership lot deposit claim process; further emails with M. Stamp.
Cherniak, S	05/10/2021	0.6	Review of emails re City of Windsor issues re permits. Review of email to M. Stamp requesting his attendance at meeting. Discuss report next steps with D. Flett.
Flett, D	05/11/2021	0.2	Email from Miller Thomson re Banwell unsecureds; review projected realization and email with S. Cherniak.
Cherniak, S	05/11/2021	0.3	Emails from Greene's office through Miller Thomson. Respond.
Flett, D	05/12/2021	0.4	Emails from M. Stamp re information needed for meeting with City on commercial servicing permits; email with M. Stamp re water connections; email from J. Cook re servicing easements; review RC Spencer invoices for servicing/pond and forward with payment instructions.
Finnegan, M	05/12/2021	0.5	Bill payment
Cherniak, S	05/12/2021	0.7	Emails to/from M. Stamp/BDO and Miller Thomson re docs required for M. Stamp meeting with City of Windsor. Queries re Enwin sign off re water. Send Stamp MSA. Review of RC Spencer invoices.
Flett, D	05/14/2021	0.2	M. Stamp, S. Cherniak emails re permits for servicing, City of Windsor queries.

Staff	Date	Time	Narrative
Cherniak, S	05/14/2021	0.6	Update from M. Stamp on meeting with City of Windsor. Review of Miller Thomson bill. Call with Windsor Business Magazine.
Flett, D	05/17/2021	0.1	Email from S. Lopes of Sterling Ridge re servicing
Finnegan, M	05/17/2021	0.5	Bill payments.
Cherniak, S	05/17/2021	0.1	Update from Sterling on City of Windsor permits.
Cherniak, S	05/18/2021	0.1	Review of email from M. Stamp to Sterling Ridge.
Cherniak, S	05/19/2021	0.2	Review of M. Stamp invoice for services. Update on lot 24.
Flett, D	05/19/2021	0.2	Review M. Stamp email, MCS Consulting invoice and email with M. Finnegan re payment.
Flett, D	05/20/2021	0.2	Call with B. Ropat re storm water pond completion plans, timetable and notes to file.
Cherniak, S	05/20/2021	0.2	Sign cheques.
Finnegan, M	05/25/2021	0.5	Bill payments.
Flett, D	05/26/2021	0.2	Email and call with M. Dimeo of Royal Lepage re Banwell Road commercial enquiry.
Cherniak, S	05/26/2021	0.1	Call with Barlow re other realtor calling.
Finnegan, M	05/27/2021	0.3	Receipt of and deposit HST refund
Cherniak, S	05/27/2021	0.1	Update from M. Stamp on Lot 24.
Flett, D	05/27/2021	0.1	Email with M. Stamp re Part 24
Flett, D	05/28/2021	0.6	Email from M. Stamp, A. Hef re commercial permits and fee; review several emails from City with permit details and fees, M. Stamp email to summarize and forward all with instructions to M. Finnegan to prepare payment; review permit status and cost
Cherniak, S	05/28/2021	0.6	Various emails from M. Stamp and RC Spencer re fees for building permits. Discuss with D. Flett.
Finnegan, M	05/31/2021	0.5	Prepare cheque for City of Windsor and courier same.
Flett, D	05/31/2021	1.2	Emails with M. Finnegan rebuilding permit cheque to City of Windsor and sign; email to M. Stamp re HST on permit fees, water tap permit status; call with S. Cherniak re enquiry from Lot 5-10 buyer; email to S. Kettle, re buyer lawyer enquiry with update on status of building permit applications; email with A. Hef of RC Spencer re water tap permit close out.
Cherniak, S	05/31/2021	0.8	Email from M. Stamp outlining costs. Emails to M. Stamp re funds. Email from S. Kettle request for update on permits. Discussion with D. Flett re same. Review of emails to RC Spencer re update.
Flett, D	06/01/2021	0.1	Email with M. Stamp re HST on building permits
Flett, D	06/02/2021	0.1	Email with M. Stamp, M. Finnegan rebuilding permit cheque

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Hooper, L	06/02/2021	0.1	Banking
Cherniak, S	06/02/2021	0.1	Update on funds to City of Windsor re servicing fees.
Flett, D	06/03/2021	1.1	Review emails from M. Stamp, building permit applications for 6 commercial lots and permits issued; organize permit documentation for future forward to Miller Thomson; email and call with S. Cherniak re permits, inspections and steps to close; review M. Stamp email and Committee of Adjustment decision re Part 24.
Cherniak, S	06/03/2021	0.9	Review of emails from M. Stamp re permits issued by City of Windsor and meeting between City of Windsor and RC Spencer re deficiencies. Review of email from M. Stamp to Miller Thomson re sale of Lot 24 to Masse. Discussion with D. Flett re permits.
Flett, D	06/04/2021	3.5	Emails with A. Hef of RC Spencer re driveway paving and completion, water tap permit and review close out documents; review [email:CSN1] from M. Stamp with City re Palmetto intersection completion; prepare Simba mortgage schedule, intercompany schedules at May 31, 2021, Lot 5-10 sale documents for Grant Thornton prepared 2021 financial statements; review and revise F2021 R&Ds prepared by M. Finnegan and various queries by email; review 2020 statements re RT unsecured payouts.
Cherniak, S	06/04/2021	0.8	Emails to/from RC Spencer and City of Windsor re water permit, paving etc.
Finnegan, M	06/04/2021	1	Draft R&D's for fiscal 2021
Flett, D	06/07/2021	2.7	Emails with A. Hef of RC Spencer, M. Stamp re building permit status, call and meeting with City; email with S. Cherniak re permit status, response to buyer's lawyer enquiry; review Amine Construction lot sale documents re security deposit paid; review receiver builder deposit accounting and prepare template for deposit refunds; review discharge statements, email correspondence re 1362779 under payment of Lot 22, 12M-546 VTB and reconcile; review photographs, schedules re D. Habib lot inspection in May 2015 and pre-existing curb damage; prepare 1362779 Ontario, Hadi Custom Homes deposit refund schedules.
Cherniak, S	06/07/2021	0.2	Email re water permit and Miller Thomson

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Flett, D	06/08/2021	1.3	Email with M. Finnegan re April 21 RT HST return, Royal Lepage input credit and forward 2186234 HST indemnity; continue with schedules for builder security deposits paid to receiver re subdivision lots; review Coco Concrete invoices re phase 2 repairs.
Finnegan, M	06/09/2021	0.3	Bill payment
Flett, D	06/09/2021	0.4	Email to and call with A. Hef of RC Spencer re meeting with City, close out of Sterling Ridge tender, future intersection work; brief memo to S. Cherniak and subsequent email re Sterling Ridge, driveway.
Cherniak, S	06/09/2021	0.4	Emails to/from RC Spencer re update on meeting with City of Windsor and deal with Sterling Ridge.
Flett, D	06/10/2021	0.7	Further email with A. Hef of RC Spencer re permits; email from J. Cook of Miller Thomson re part 24 easements; review approach to pre receiver security deposit claim process and precedent documents.
Cherniak, S	06/11/2021	0.3	Update from Miller Thomson on lot 24. Emails from Stamp and RC Spencer on update meeting with City of Windsor.
Flett, D	06/14/2021	0.4	Review emails from A. Hef of RC Spencer, M. Stamp re meeting with City on permits and reply to M. Stamp; review current and prior RC Spencer invoices and forward for payment.
Flett, D	06/15/2021	0.1	Email with M. Stamp re permits
Cherniak, S	06/15/2021	0.1	Email from M. Stamp re follow-up with City of Windsor.
Finnegan, M	06/18/2021	0.7	File Royal Timbers HST return. File Banwell HST return.
Flett, D	06/18/2021	2.4	Email with A. Hef of RC re permit status, Sterling Ridge tender close out and review A. Hef correspondence with D. Lunardi of City confirming permit completion; prepare summary package of documents for 2186234 Ontario's counsel with building permits, correspondence and other documents regarding water tap and sewer permits and close-out.
Cherniak, S	06/18/2021	0.3	Update on permits.

Staff	Date	Time	Narrative
Flett, D	06/21/2021	1.4	Finalize summary of Banwell road permit status and documentation with S. Cherniak, and forward to S. Kettle of Miller Thomson with comments; S. Kettle email to M. Settingington; obtain May 31 bank statement, review 2020 financial statements and prepare documents for Grant Thornton financial statements; sign RC Spencer cheques; review D. Lunardi and B. Nagata emails and email to B. Nagata of City re return of permit indemnity amount; further email with B. Nagata re indemnity.
Finnegan, M	06/21/2021	0.8	Get copies of May 31, 2021 bank statements for RT and Banwell. Bill payments
Cherniak, S	06/21/2021	0.6	Review of package to be sent to purchaser lawyer. Review of emails to/from Miller Thomson. Update on P. Greene claim. Review of emails to/from City of Windsor re indemnity.
Flett, D	06/22/2021	1.2	Email with B. Nagata of City re permit status, refund of indemnity amount; further emails with S. Cherniak, G. Barlow re permit close-out, indemnity return; email with M. Finnegan re Royal Timbers outstanding cheques and review bank statement re May 31, 2021 RT balance; review May 31, 2021 HST returns and compile information for 2021 financial statements
Cherniak, S	06/22/2021	0.4	Emails re servicing from City of Windsor. Email to G. Barlow re same.
Flett, D	06/24/2021	0.9	Email with S. Brisbois of Grant Thornton re 2021 schedules and documents, 2021 engagement letter; revise fiscal 2021 R&D's to include note for RT outstanding cheques; review May 31 2021 bank statements; email with M. Finnegan re o/s cheques, LC posting and revise R & D.
Finnegan, M	06/24/2021	0.4	Review bank statements and o/s cheques against R&D
Flett, D	06/25/2021	1.2	Review 2021 final tax bill for 3017 Troup and email with M. Finnegan to confirm; email from J. Cook of Miller Thomson re Part 24 closing; activate Grant Thornton file upload system for 2021 financial statements; upload fiscal 2021 schedules, documents and accompanying memo to Grant Thornton.
Cherniak, S	06/25/2021	0.3	Emails from Miller Thomson re Lot 24 closing. Respond.

Staff	Date	Time	Narrative
Flett, D	06/28/2021	0.9	Emails with N. Outridge of Grant Thornton re upload of year end documents and issue, receiver accounting system and related matters; voice mail for and subsequent call with B. Ropat re storm water pond, Amine Troup Crescent curb damage; review Coco Concrete invoices and email to B. Ropat to forward.
Hooper, L	06/29/2021	0.2	Banking
Flett, D	06/30/2021	0.1	Email to M. Stamp re B. Nagata email, building permit indemnity return.
Flett, D	07/05/2021	0.3	Update Simba mortgage schedules and email reply to J. Doherty request re May 31, 2021 mortgage balances; review M. Stamp, B. Nagata emails re indemnity status.
Cherniak, S	07/05/2021	0.2	Review of article in Windsor Business Magazine.
Finnegan, M	07/06/2021	0.3	Prepare cheque
Flett, D	07/06/2021	1.7	Emails with S. Cherniak re Rosati enquiry, Palmetto intersection plan, sale of lots 5-10; review various precedent documents and prepare letter to potential claimants for pre receivership security deposits.
Cherniak, S	07/06/2021	0.5	Call with D. McCulloch at Rosati re site. Send MSA.
Flett, D	07/07/2021	2.5	Review prior correspondence and email to A. Olsen of City Windsor re phase 4 cost sharing status; sign property tax cheque; prepare notice to claimants, Windsor Star notice, proof of claim and other documents re claim process for pre receivership security deposits.
Finnegan, M	07/07/2021	0.4	Bill payment
Cherniak, S	07/07/2021	0.2	Email docs to Rosati.
Flett, D	07/08/2021	1.8	Review various 2013-2017 correspondence, E. Hooker supplied schedule of lot sales to June 26, 2013 and compile list of pre-receivership lot purchasers and contact information; review Southridge documents and J. Gatti correspondence re claim.
Cherniak, S	07/08/2021	0.5	Call with K. Damore re update.
Flett, D	07/12/2021	1.7	Email with M. Stamp re building permit indemnity return; email with A. Hef re indemnity; prepare detailed response with additional attachments to Z Chowdhury of Grant Thornton queries re 2021 financial statements.
Cherniak, S	07/12/2021	0.4	Update on refund. Discuss next steps with Miller Thomson. Review of email from accountants.

Staff	Date	Time	Narrative
Flett, D	07/13/2021	1.2	Revisions and additional comments to Z. Chowdhury financial statement queries and send; review RC Spencer monthly invoices and forward for payment; reply to M. Mailloux re security deposit enquiry; voice mail from RC Spencer re indemnity refund.
Cherniak, S	07/13/2021	0.4	Review of RC Spencer invoices. Review of email from accountants. Review of emails re lot deposits.
Flett, D	07/14/2021	0.5	Call with RC Spencer re indemnity deposit refund, Banwell Gardens planning process, storm water pond; emails with A. Hef, M. Stamp re indemnity deposit received and instructions to M. Finnegan re posting; email with J. Cook re Part 24.
Finnegan, M	07/14/2021	0.5	Pay bills
Cherniak, S	07/14/2021	0.2	Update on indemnity refund and Lot 24 closing.
Flett, D	07/15/2021	0.9	Email with M. Stamp re indemnity refund; call with B. Ropat re storm water pond completion, Lots 26-30 curb damage and notes to file; further review of E. Hooker report of pre 2013 lots sales and compile list, address for receiver mailing re security deposit claims; review and revise security deposit claims documents.
Flett, D	07/19/2021	0.3	Email with M. Finnegan, RC Spencer re receipt of indemnity refund; emails with S. Cherniak, S. Anderson of Grant Thornton re financial statements
Finnegan, M	07/19/2021	0.5	Receipt and deposit City of Windsor indemnity refund.
Cherniak, S	07/19/2021	0.2	Funds from RC Spencer. Email re meeting with accountant.
Flett, D	07/20/2021	1.7	Revisions and update to pre receivership security deposit list; prepare memo to S. Cherniak re approach to mailing to lot purchasers, numbered company addresses; email to J. Cook of Miller Thomson re corporate searches for pre receivership lot purchasers; email with S. Martinson of St. Clair re insurance to update on status and request renewal; emails with S. Cherniak re W. Sasso enquiry; review corporation profiles and update pre-receivership security deposit list.
Cherniak, S	07/20/2021	0.9	Review of memo on lot deposits. Respond. Review of email to Miller Thomson and review of corp searches. V/m from B. Sasso. Emails re D'Amore as deposit claimant.
Flett, D	07/21/2021	0.3	Email with A. Olsen of City Windsor re Phase 4 cost sharing; email with S. Cherniak re insurance renewal, W. Sasso enquiry, Banwell Gardens

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Cherniak, S	07/21/2021	0.4	Call with W. Sasso re update. Email re Lot 24.
Flett, D	07/22/2021	0.8	Emails with S. Martinson of St. Clair Insurance re continuation of policy and forward invoice for payment; review and revise pre receivership security deposit claim process documents; memo to S. Cherniak re security deposit claim process and forward draft claimant documents.
Cherniak, S	07/22/2021	0.4	Begin review of docs re claims process. Review of insurance renewal and approve fees.
Flett, D	07/26/2021	0.5	Emails with S. Anderson re call to review draft financials, query re land and confirm no remaining balance, remaining liabilities; review B. Ropat email to City re pond restoration and prior email re specifications, seed mixture.
Cherniak, S	07/26/2021	0.2	Update on pond restoration
Flett, D	07/27/2021	0.9	Email from J. Cook re Part 24 closing and email from Giorgi Law; brief call with S. Cherniak re part 24 closing, Giorgi fees; review Giorgi email, fee accounting and draft 2019 Statement of Adjustments; email to J. Cook re Giorgi fees, invoices and Part 24 closing.
Finnegan, M	07/27/2021	0.4	Bill payment
Cherniak, S	07/27/2021	1.1	Email from S. DAmore re update. Respond. Emails re closing of Lot 24 and Giorgio fees. Update on F/S.
Flett, D	07/28/2021	1.7	Email from J. Cook of Miller Thomson re Giorgi bills, Part 24 closing; review Giorgi Law invoices and further email with J. Cook; review email from J. Blanken of Grant Thornton, draft financial statements adjusting entries and review certain prior year balances and schedules to confirm build-up.
Finnegan, M	07/28/2021	0.5	Receipt of and deposit of HST refunds
Cherniak, S	07/28/2021	0.4	Emails re legal fees on lot 24.
Hooper, L	07/28/2021	0.1	Banking
Flett, D	07/29/2021	2.5	Email with J. Cook of Miller Thomson re wire information for part 24 closing; prepare detail email to J. Blanken , S. Anderson of Grant Thornton with comments on draft financial statements, details on additional accruals and income tax considerations; call with B. Ropat re storm water pond cost estimate, form of tender; email with J Cook re delay in part 24 closing; memo to S. Cherniak re storm water pond completion costs.
Cherniak, S	07/29/2021	0.4	Review of email from Miller Thomson re delay in Lot 24 closing. Update on claims process. Update on pond quote.

Staff	Date	Time	Narrative
Flett, D	08/03/2021	0.3	Email with B. Ropat and review form of tender for storm water pond; email from J. Blanken re 2021 financials.
Flett, D	08/04/2021	0.4	Emails with S. Kettle, S. Cherniak and review emails from S. Kettle, F. Giorgi re part 24 closing, Giorgi request to amend order; review May 31 2020 notices of assessment.
Flett, D	08/05/2021	2.1	Prepare email to J. Blanken with further comments to queries and discuss on 2021 financial statements; review revised draft statements, May 31, 2021 HST returns, RT unsecured payouts and further email to J. Blanken; email with J. Blanken re interest on unsecured payouts, approve draft statements and set-up phone call; minor revisions to pre receivership security deposit claim process and call with M. Finnegan to review documents, claim process and instructions; email with S. Cherniak re 2021 financial statements final.
Finnegan, M	08/05/2021	0.5	Discussion re newspaper ad and claims process for builder deposits
Finnegan, M	08/09/2021	1.5	Arrange mailout for claims process and contact Windsor Star re news paper ad of same.
Cherniak, S	08/09/2021	0.8	Emails re Lot 24 and Giorgio while on vacation. Review and respond. Emails re F/S. Review and approve docs. Discussion re Banwell ads re claims process.
Finnegan, M	08/10/2021	0.5	File two HST returns
Cherniak, S	08/10/2021	0.2	Emails re ad placement re claims process.
Finnegan, M	08/11/2021	0.6	Confirm of ad placement. Pay bills
Cherniak, S	08/11/2021	0.1	Update on lot deposits.
Finnegan, M	08/12/2021	0.3	Check Royal Timbers bank account and confirm wire transfer received for sale proceeds.
Cherniak, S	08/12/2021	0.1	Receipt of funds on Lot 24.
Flett, D	08/16/2021	1.5	Email from and call with A. Olsen of City re Robinet Phase 4 cost sharing payout; email to S. Cherniak to update. Emails and documents from J. Cook re Part 24 closing; email to M. Stamp to advise; email with M. Finnegan re part 24 closing funds, HST in legal bills paid; review RC Spencer invoice and forward for payment; review final year end financials package from Grant Thornton and related emails with M. Finnegan; email from B. Ropat and review Creative Homescapes pond tender.
Cherniak, S	08/16/2021	0.3	Review of email to M. Stamp re lot 24. Review and approve Spencer invoice.
Finnegan, M	08/17/2021	0.5	Bill payment

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Flett, D	08/17/2021	0.4	Call with B. Ropat to review storm water pond quotation, form of tender format and provisional items for seeding.
Flett, D	08/18/2021	3.3	Call with M. Finnegan re Robinet phase 4 cheque to be received, security deposit claims process status and review Windsor Star correspondence; prepare updated schedule of estimated realizations and unsecured distribution; call with S. Anderson, J. Blanken of Grant Thornton re tax considerations on final distributions and debt forgiveness; review 2013, 2014 financial statements re Banwell due to shareholders; review appointment order, May 29, 2017 order re payable to Pat D'Amore estate and email to S. Anderson, J. Blanken with additional information. Comments and query re \$871 K payable to D'Amore estate.
Flett, D	08/19/2021	0.4	Email from M. Stamp; call with S. Cherniak review potential income tax issues and call with Grant Thornton; review 2021 Notices of Assessment.
Cherniak, S	08/23/2021	0.2	Email from BMO re update. Respond.
Hooper, L	08/24/2021	0.2	Banking
Flett, D	08/26/2021	0.1	Call with S. Cherniak to review status of pond, other issues.
Finnegan, M	08/27/2021	0.5	Receipt of and deposit HST refund cheque
Cherniak, S	08/30/2021	0.2	Review of Grant Thornton response to BDO query
Flett, D	08/31/2021	0.4	Email with S Anderson of Grant Thornton re debt forgiveness, tax planning for Banwell; review Southridge proof of claim from A. Gatti and email with M. Finnegan, S. Cherniak re claim process, Southridge lot deposit.
Cherniak, S	08/31/2021	0.2	Emails re POC's.
Finnegan, M	08/31/2021	0.4	File Royal Timbers HST return.
Flett, D	09/01/2021	1.3	Review prior correspondence with City of Windsor and emails with J. Cook to authorize to convey blocks 57, 59 for remaining Robinet cost sharing; review Shearock pond quotation and voice mail for B. Ropat; prepare summary and comparison schedule of pond tenders; email to B. Ropat with tender summary and query.
Cherniak, S	09/01/2021	0.2	Email from J. Cook re City of Windsor requesting releases. Review response.
Cherniak, S	09/02/2021	0.3	Emails from J. Cook re docs executed for City of Windsor. Executed docs.
Flett, D	09/02/2021	0.4	Email from J. Cook re phase 4 blocks 57, 59 transfer to City and review documents; call with B.

Staff	Date	Time	Narrative
Flett, D	09/07/2021	0.2	Ropat re storm water pond quotes and brief update to S. Cherniak. Review documents re conveyance of Robinet phase 4 reserves; review 2021 final property tax bill and email with M. Finnegan re block 119 installments
Flett, D	09/08/2021	0.2	Email with J. Cook of Miller Thomson and S. Cherniak re Robinet phase 4 cost sharing; review City of Windsor letter.
Cherniak, S	09/08/2021	0.2	Review of corr from City of Windsor from Miller Thomson re lot deposits. Respond.
Flett, D	09/09/2021	1.1	Review storm water pond tender from Siefco and update tender summary schedule; call with B. Ropat to review tenders; memo to S. Cherniak to summarize pond quotes and recommend Siefco; email to B. Ropat to authorize Siefco selection and commence work.
Finnegan, M	09/09/2021	0.5	Pay final installments of 2021 property taxes.
Cherniak, S	09/09/2021	0.5	Review of pond quotes and choose supplier. Review email to B. Ropat.
Cherniak, S	09/13/2021	0.3	Emails re receipt of cheque.
Finnegan, M	09/13/2021	0.5	Receipt and deposit cheque from City of Windsor, advise legal of receipt of same.
Cherniak, S	09/14/2021	0.1	Email from accountants re tax planning.
Finnegan, M	09/16/2021	0.5	Bill payment
Cherniak, S	09/16/2021	0.1	Notice of lawyer change re K. Damore
Flett, D	09/20/2021	1.7	B. Ropat email re storm water pond contractor authorization to proceed; review RC Spencer invoice re pond and forward; email from J. Cook re Block 57, 59 application for vesting order; review Phase 4 robinet cost sharing cheque, correspondence, city prepared cost sharing calculation schedule, Dec. 2020 correspondence re lots 3 of 5 payment; prepare memo to M. Finnegan, S. Cherniak re Robinet cost sharing posting and possible overpayment; call with M. Finnegan re Robinet posting; emails with S. Cherniak and S. Anderson of Grant Thornton re corporation tax planning, engagement letter.
Hooper, L	09/20/2021	0.2	Banking
Cherniak, S	09/20/2021	0.6	Approve RC Spencer invoice. Review emails re pond work. Emails re tax planning for Banwell.
Flett, D	09/21/2021	0.7	Email to B. Ropat; review KDM deposit proof of claim, supporting documentation, E. Hooker schedule and email to M. Mailloux; review email from S. Anderson of Grant Thornton re tax planning and emails with S. Cherniak re approach.

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Cherniak, S	09/21/2021	0.1	Review of email from Grant Thornton.
Finnegan, M	09/22/2021	0.5	Bill payments
Flett, D	09/22/2021	2.8	Call with B. Ropat re storm water pond project status, issues, City position re seeding; review Grant Thornton draft engagement letter; call with S. Cherniak re scope of Grant Thornton engagement, pond status, security deposit claim process; email with M. Finnegan re security deposit claims mailing; review 2021 financial statements, adjustments and prepare detailed email to S. Anderson re scope of tax planning engagement, revisions to letter, additional information on 2022 expected results, shareholder payables and security deposits for estimating tax liability.
Cherniak, S	09/22/2021	0.5	Discuss Grant Thornton tax engagement with D. Flett. Update on pond repair.
Flett, D	09/23/2021	1.2	Email with S. Anderson of Grant Thornton additional information, revised engagement letter and review revisions; call with B. Ropat re City Windsor request regarding Robinet weeds; review Sept 2020 S. Kettle letter to M. Laba, counsel to Hadi Homes, and emails regarding security deposit claim process; review prior correspondence and sale documents re Rauti Homes counsel; email to R. Mackenzie of Farhat re Rauti Homes.
Finnegan, M	09/23/2021	0.8	Deposit HST refunds. File Banwell HST return
Flett, D	09/24/2021	0.2	Email with R. Farhat, counsel to J. Rauti and forward claims process package
Flett, D	09/27/2021	0.2	Email with S. Cherniak and forward signed engagement letter to S. Anderson of Grant Thornton; confirming email from R Farhat; email with S. Cherniak re security deposit.
Cherniak, S	09/27/2021	0.7	Review of emails re tax engagement. Sign engagement letter. Review of letter to M. Laba and response re lot deposits.
Finnegan, M	09/28/2021	0.3	Call from creditor re claims process, receipt of claim by email.
Flett, D	09/28/2021	0.4	Review Hadi Custom Homes proofs of claim and correspondence re security deposits submitted by lawyer, M. Laba; review security deposit list from E. Hooker report and status of claims received.
Flett, D	09/29/2021	0.2	Update S. Cherniak re security deposit claim process status; emails with S. Kettle re M. Laba, Hadi claim.
Cherniak, S	09/29/2021	0.2	Update on claims process.

Staff	Date	Time	Narrative
Flett, D	09/30/2021	0.2	Review emails from M. Settingington, D. Gauthier of Rosati, J. Cook of Miller Thomson re LRO issue re execution on lands sold; emails with S. Cherniak re issues and resolution
Cherniak, S	09/30/2021	0.7	Review of email re title problems. Call with G. Barlow re same. Email to Miller Thomson and review response.
Flett, D	10/04/2021	0.7	Review security deposit claims received and prepare updated schedule of estimated realizations; email to S. Cherniak to summarize.
Finnegan, M	10/04/2021	0.2	Review bank balances and provide information to D. Flett.
Cherniak, S	10/05/2021	0.2	Review of realization schedule.
Flett, D	10/12/2021	0.3	Email with B. Ropat re City requirement for storm water pond call with B. Ropat on pond completion status, seeding requirements, minor additional bottom clean-up.
Flett, D	10/13/2021	0.1	Review RC Spencer invoice re storm water pond completion and forward to S. Cherniak with comments.
Cherniak, S	10/13/2021	0.2	Review and approve RC Spencer invoice.
Flett, D	10/14/2021	0.3	Review Miller Thomson invoice and emails with M. Finnegan re payment and prior invoice; update receiver intercompany schedule.
Cherniak, S	10/14/2021	0.2	Review of Miller Thomson bill.
Flett, D	10/19/2021	0.2	Voice mail from and call with B. Ropat re storm water pond project status and additional repairs required.
Finnegan, M	10/19/2021	0.5	Bill payment
Finnegan, M	10/20/2021	0.5	Receipt of and deposit HST refund
Flett, D	10/20/2021	0.3	Emails with B. Ropat and download/review photos of storm water pond.
Flett, D	10/21/2021	0.1	Email from B. Ropat re pond, City of Windsor and return message
Cherniak, S	10/21/2021	0.3	Call with S. Kettle re update on LRO.
Hooper, L	10/25/2021	0.2	Banking
Flett, D	10/28/2021	0.1	Review email from and leave voice mail for B. Ropat
Cherniak, S	10/29/2021	0.1	Update on pond issue.
Flett, D	10/29/2021	0.4	Call with B. Ropat re pond completion, additional work, letter to City to certify; email to S. Cherniak to summarize.

Staff	Date	Time	Narrative
Flett, D	11/01/2021	0.6	S D'Amore, S. Cherniak emails re file status and issues to complete; review B. Ropat email to City re storm water pond completion and reply; call with S. Cherniak re pond completion and next steps for City assumption, L/C cancellation, Land Registry issue on commercial land vesting order.
Cherniak, S	11/01/2021	0.6	Review of B. Ropat email to City of Windsor. Discuss with D. Flett.
Flett, D	11/03/2021	0.5	Email from S. Kettle re LRO issue status; call with B. Ropat re pond completion, contractor billing, City confirmation of completion; review Siefco tender and email to B. Ropat re billing information;
Cherniak, S	11/03/2021	0.1	Update on LRO
Flett, D	11/04/2021	1.1	Review B. Ropat email, Siefco invoice and quotation for pond project and tender summary schedule; memo to S. Cherniak re Siefco invoice and recommendation for payment; call and emails with S. Cherniak, M. Finnegan re invoice payment, letters of credit transfer of funds between receiver accounts; emails with B. Ropat re Siefco payment; update receiver intercompany schedule.
Finnegan, M	11/04/2021	0.5	Emails re paying invoices, transferring funds from RT to Banwell.
Cherniak, S	11/04/2021	0.5	Review of pond invoice. Emails re payment and funding.
Flett, D	11/08/2021	0.1	Confirm Siefco cheque with M. Finnegan and email to B. Ropat
Cherniak, S	11/08/2021	0.2	Sign cheques.
Flett, D	11/09/2021	0.4	Call with M. Finnegan re Siefco cheque and email to B Ropat to update; review October 2021 RC Spencer invoice re storm water pond and brief memo to S. Cherniak re approval;
Cherniak, S	11/09/2021	0.2	Review of Spencer invoice.
Finnegan, M	11/09/2021	0.3	Send out cheque to Siefco by courier.
Finnegan, M	11/10/2021	0.2	Call from CIBC to confirm cheque to Siefco was genuine and they could deposit.
Flett, D	11/10/2021	0.1	Review B. Ropat email to City; email to B. Ropat re pond.
Finnegan, M	11/15/2021	0.4	Bill payments.
Cherniak, S	11/15/2021	0.1	Sign cheque.
Cherniak, S	11/17/2021	0.4	Review of Miller Thomson invoices.
Flett, D	11/18/2021	0.4	Lengthy call with B. Ropat re pond completion, process for subdivision assumption by City and update on delay and City requests.
Cherniak, S	11/19/2021	0.2	Update on assumption of subdivision.

Staff	Date	Time	Narrative
Flett, D	11/22/2021	0.2	Email from P. Winters of City Windsor re subdivision assumption; email to B. Ropat
Cherniak, S	11/23/2021	0.1	Pay bill
Finnegan, M	11/24/2021	0.5	Bill payments
Hooper, L	11/24/2021	0.2	Banking
Flett, D	11/29/2021	0.4	Review new MPAC assessment for Part 27 of commercial lands and emails with S. Cherniak re background, options and possible sale.
Cherniak, S	11/29/2021	0.3	Review of MPAC notice. Emails re possible sale.
Flett, D	11/30/2021	0.9	Email with J. Cook of Miller Thomson re Part 27 parcel register and review; email with S. Cherniak re Part 27; review commercial servicing drawings, reference plan and email to M Stamp re Part 27 options and considerations.
Cherniak, S	11/30/2021	0.3	Emails re lot 27.
Flett, D	12/02/2021	0.8	Emails with M. Stamp re Part 27 easement and options for sale or transfer; emails and call with S. Cherniak re Part 27, possible conveyance to commercial land buyer, sewer easement; review reference plan.
Cherniak, S	12/02/2021	0.9	Emails re lot 27. Calls with G. Barlow re selling to Roumaaldi. Call and emails with D. Flett re process. Review emails from M. Stamp re same.
Cherniak, S	12/03/2021	0.2	Emails from M. Stamp re Lot 27
Flett, D	12/06/2021	0.3	Emails with A. Olsen of City Windsor, S. Cherniak, B Ropat re assumption of Phases 2, 4 and scheduled council meeting to approve.
Cherniak, S	12/06/2021	0.2	Update on subdivision assumption.
Flett, D	12/08/2021	0.9	Prepare detailed memo to A. Roth of Miller Thomson, with background and several attachments re conveyance of part 27 to 2186234 Ontario, possible need for new 12R; review RC Spencer invoice and forward for payment.
Cherniak, S	12/08/2021	0.3	Review of email to Miller Thomson re Lot 27. Review and approve RC Spencer invoice.
Finnegan, M	12/09/2021	0.5	File Banwell HST returns
Flett, D	12/09/2021	0.2	Emails with A. Roth of Miller Thomson re Part 27/Block 123 options and conveyance.
Cherniak, S	12/09/2021	0.3	Review A. Roth response to Lot 27 query and BDO response. Review of email from Grant Thornton re taxes.

Staff	Date	Time	Narrative
Flett, D	12/14/2021	1.5	Review J. Cook of Miller Thomson, S. Cherniak emails re Part 24 LRO issue; email from S. Anderson of Grant Thornton, prepare brief year to date income statements for each company and forward with comments and meeting availability; emails with Grant Thornton re Teams call in Jan 2022
Cherniak, S	12/14/2021	0.4	Review of email from J. Cook re problems with Masse lot and solution. Respond. Emails re call with Grant Thornton.
Flett, D	12/15/2021	0.2	Review City of Windsor council agenda re subdivision assumption
Finnegan, M	12/20/2021	0.5	Bill payments
Flett, D	12/20/2021	0.8	Review City of Windsor council agenda re by-laws for phase 2, 4 assumption and emails with S. Cherniak re status; email to B. Ropat re by-laws; email to A. Roth re part 27 conveyance.
Cherniak, S	12/20/2021	0.2	Update on City of Windsor meeting re assumption of subdivision.
Cherniak, S	12/21/2021	0.3	Review of email to A. Roth re conveyance of Lot 27. Emails to D. Flett
Flett, D	12/21/2021	0.3	Email to A. Roth of Miller Thomson re lot 123; emails with S. Cherniak re conveyance to commercial land purchaser.
Hooper, L	12/22/2021	0.1	Banking
Flett, D	12/23/2021	0.4	Emails with R. Hill of RC Spencer and M. Finnegan, and review prior correspondence re October invoice payment; email with A Roth re Part 123; email to G. Barlow re gratuitous conveyance of Part 123.
Flett, D	12/31/2021	0.1	Email from G. Barlow re Part 123 conveyance.
Flett, D	01/04/2022	0.8	G. Barlow, M. Settingrington emails re Lot 27 transfer to M. Romualdi; emails with A. Roth, S. Cherniak re APS for Lot 27, OREA form and receiver conditions; review 2017 City L/C reduction correspondence and email to A. Olsen of City re subdivision assumption by-law and status.
Cherniak, S	01/04/2022	0.5	Emails from G. Barlow re lot. Email to purchaser counsel. Emails to/from Miller Thomson re forms.
Flett, D	01/05/2022	0.1	Email with A. Olson of City re subdivision assumption
Finnegan, M	01/05/2022	0.5	HST returns for Banwell and R.T.
Cherniak, S	01/05/2022	0.1	Review of email from City of Windsor re LC.
Finnegan, M	01/06/2022	0.3	Bill payment
Finnegan, M	01/07/2022	0.4	Receipt of and deposit HST refund
Cherniak, S	01/10/2022	0.1	Update on LC.

Staff	Date	Time	Narrative
Finnegan, M	01/11/2022	0.5	Receipt of and deposit of HST refund
Flett, D	01/11/2022	0.5	Email to B. Ropat re subdivision assumption; review post receivership security deposit accounting and Coco Concrete invoices re future deposit return; call with B. Ropat re status.
Cherniak, S	01/11/2022	0.1	Email re CRA funds.
Finnegan, M	01/14/2022	0.3	Add Motion Record document to external BDO public website
Flett, D	01/17/2022	0.9	Review prior correspondence with Grant Thornton re 2022 statements, estimate of tax position on wind-up; call with with S. Anderson, J. Blanken, P. Isaac of Grant Thornton re Grant Thornton analysis and memo on tax position and planning re debt forgiveness rules; call with S. Cherniak to recap tax strategy, loss transfer for F2022 statements, subdivision assumption and L/c's; email with P. Isaacs of Grant Thornton.
Cherniak, S	01/17/2022	1.5	Review of emails prior to call with Grant Thornton re tax issues. Call with Grant Thornton. Discuss with D. Flett after call. Review of tax memo.
Flett, D	01/18/2022	2.2	Review City of Windsor assumption letters for Phase 2, 4 of RT subdivision received from A. Olsen; emails with S. Cherniak, B. Ropat, A. Olsen re L/C release, pumping station Enwin account; review Grant Thornton memo re tax position, debt forgiveness estimate and possible transfer between companies; review 2013 and prior financials re due to shareholders and emails to S. Cherniak re shareholder loans, Grant Thornton assumptions.
Finnegan, M	01/18/2022	0.4	Pay bill
Cherniak, S	01/18/2022	0.5	Review of corr from City of Windsor re assumption of subdivision. Email re utilities being transferred and follow up emails to City of Windsor.
Flett, D	01/19/2022	0.8	Emails and call with S. Cherniak re security deposits, financial statement due to shareholders amounts; email with J. Cook of Miller Thomson and review corporation profile obtained; email to P. Isaacs, S. Anderson of Grant Thornton re memo, Banwell due to shareholder amounts and history.
Cherniak, S	01/19/2022	1.1	Emails re shareholder balances. Review of company search from Miller Thomson re K. D'Amore company. Review of email to Grant Thornton re tax memo. Call with S. Cheifetz re update on Banwell distribution. Review of Miller Thomson account. Approve for payment.
Cherniak, S	01/21/2022	0.1	Discuss file with A. Van Klink.

Staff	Date	Time	Narrative
Flett, D	01/24/2022	0.2	Emails with A. Olsen of City, M. Finnegan re transfer of Enwin account for storm water pond
Cherniak, S	01/24/2022	0.1	Update from City of Windsor on utility transfer.
Flett, D	01/25/2022	0.2	Scan and forward Enwin bill for pond to A. Olsen of City; review email and invoice from P Isaacs of Grant Thornton.
Finnegan, M	01/25/2022	0.5	Bill payment
Cherniak, S	01/25/2022	0.2	Review and approve Grant Thornton invoice.
Finnegan, M	01/27/2022	0.5	Bill payment
Flett, D	01/31/2022	.04	review 2022 interim tax bills and instructions to M. Finnegan re block 123. Call with S. Cherniak re storm water pond property tax account.
Finnegan, M	01/31/2022	0.7	Emails re property tax installments. Prepare and pay first installment. Deposit HST refunds.
Cherniak, S	01/31/2022	0.7	Review of property tax accounts and discuss same with D. Flett. Email from J. Seagren re line of credit update. Respond.
		141.7	Total Time

Staff	Position	Location	Hourly Rate	Time
Cherniak, S	Sr. Vice President	London	\$525	33.8
Finnegan, M	Administrative	London	\$175	25.8
Flett, D	Vice President	London	\$425	80.6
Hooper, L	Administrative	London	\$175	1.5
				141.7



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INVOICE

*Ontario Superior Court of Justice
 245 Windsor Ave
 Windsor, ON N9A 1J2*

Date	Invoice No.
January 10, 2023	CINV37

Re Banwell Development Corporation and Royal Timbers Inc.

FOR PROFESSIONAL SERVICES RENDERED in connection with our engagement for the above noted matter for the period February 1, 2022 to December 31, 2022 as per the details below.

Our Fee:	\$51,450.00
HST - 13% (#R101518124)	6,688.50
Total Due	<u>\$58,138.50</u>

<i>Summary of Time Charges</i>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
S. Cherniak, Sr. Vice President	50.5	550.00	\$27,775.00
D. Flett, Vice President	45.2	475.00	21,470.00
M. Finnegan, Administrative	8.5	225.00	1,912.50
L. Hooper, Administrative	1.3	225.00	292.50
Total	<u>105.5</u>		<u>\$51,450.00</u>

Staff	Date	Comments	Time
Finnegan, M	7-Feb-22	Paid property taxes.	0.5
Flett, D	7-Feb-22	Email to A. Olsen of City re release of security for subdivision.	0.1
Flett, D	8-Feb-22	Review D. Gauthier of Rosati email to Part 5-10 buyer and G. Barlow re City of Windsor and claimed servicing, easement and permit issues; review servicing diagrams, other documents and emails from M. Stamp, A. Hef of RC Spencer; call with S. Cherniak, M. Stamp, A. Hef on the issues; emails with A. Roth of Miller Thomson re APS for Part 123 conveyance and review draft agreement; review building permit summary prepared in June 2021 and forward to S. Cherniak; review S. Cherniak email to D Gauthier; email to S. Cherniak with comments re storm sewer capacity issues.	2.7
Cherniak, S	8-Feb-22	Email and call from G. Barlow re Rosati issues with site. Call with D. Flett re same. Email to M. Stamp and A. Hef from Spencer. Set up call. Call with D. Flett, A. Hef and M. Stamp re Rosati email. Respond to Rosati email. Email to Miller Thomson to obtain easements. Review file for additional documentation. Review of email to A. Roth re documentation for small parcel. Review same. Review of email from City of Windsor re LC's.	3.2
Flett, D	9-Feb-22	Email with A. Olsen of City Windsor, S. Cherniak re release of security for Phase 2 & 4; review D. Gauthier of Rosati email re access road proposal and call with S. Cherniak re commercial land roadway status, intersection completion process; emails from A. Hef, M. Stamp re road completion.	0.5
Cherniak, S	9-Feb-22	Emails from Miller Thomson re Rosati. Email to Rosati re paving. Email M. Stamp and A. Hef re same. Review responses. Email BMO re LC.	1.0
Finnegan, M	10-Feb-22	Bill payment.	0.3
Flett, D	10-Feb-22	Review final Enwin bill for storm water pond and email with A Olsen of City to forward.	0.2
Cherniak, S	10-Feb-22	File admin. Deal with utility account.	1.0
Flett, D	14-Feb-22	Review status of City of Windsor L/C letters with M. Finnegan; email with M Mailloux re pre receivership security deposit status.	0.3
Cherniak, S	17-Feb-22	Review and approve Miller Thomson bill.	0.2
Cherniak, S	18-Feb-22	Update on LC's.	0.1
Flett, D	22-Feb-22	Emails with A. Olsen of City Windsor re letters to cancel L/C security ; emails with S. Cherniak re security, communication with BMO; email to R. Hill of RC Spencer re cc of City letters to BMO.	0.7
Cherniak, S	22-Feb-22	Update on LC. Review of emails from City of Windsor. Email to BMO. Review response.	0.4
Flett, D	23-Feb-22	Review prior correspondence re subdivision letters of credit; email to R Hill of RC Spencer re City of Windsor letter to release L/Cs	0.3
Cherniak, S	23-Feb-22	Update on LC's.	0.2

Staff	Date	Comments	Time
Flett, D	24-Feb-22	Email with A. Roth of Miller Thomson re block 123 APS status; review city of Windsor letters re cancellation of Phase 2, 4 L/C's; several subsequent emails with A. Olsen of City re letters sent to old address and not received by BMO, recovery of documents and alternate procedures; several emails with S. Cherniak and review of emails from J Seager of BMO regarding cancellation of L/C's.	1.6
Cherniak, S	24-Feb-22	Review of scanned LC's. Various emails to BMO/D. Flett re LC's sent to wrong address. Review of Flett emails to City of Windsor. Review of email to A. Roth re update on Lot sale. Email to Rosati re quote.	1.3
Cherniak, S	25-Feb-22	Update on LC's from BMO. Respond.	0.2
Flett, D	28-Feb-22	Email with S. Cherniak re cancellation of L/c's; review receiver accounting re L/C's	0.2
Finnegan, M	28-Feb-22	Bill payment	0.5
Cherniak, S	28-Feb-22	Update D. Flett on LC issue.	0.1
Finnegan, M	1-Mar-22	File Royal Timbers HST return. File two Banwell HST returns	0.5
Flett, D	3-Mar-22	Email with A. Olsen of City Windsor re undelivered L/C letters; call with A. Olsen re process for City to cancel L/C's with BMO; call with S. Cherniak re BMO contact for L/C cancellation.	0.4
Cherniak, S	3-Mar-22	Update on lost LC's.	0.1
Cherniak, S	4-Mar-22	Emails and calls with J. Seager re LC.	0.4
Flett, D	7-Mar-22	Email from J Seager of BMO re L/C cancellation; email to A Olsen of City re non-renewal of L/C's, no further documentation required.	0.2
Cherniak, S	7-Mar-22	Review of email to City of Windsor re LC.	0.1
Flett, D	10-Mar-22	Email to T Van Klink, re D Williams enquiry, in reply to request for summary of file status and items to be completed.	0.3
Cherniak, S	10-Mar-22	Email from T. Van Klink re update for D. Williams. Review response.	0.3
Cherniak, S	15-Mar-22	Call and email from B. Sasso re update.	0.2
Flett, D	16-Mar-22	Emails from D Gauthier of Rosati, S. Cherniak re driveway construction proposal; email with S. Cherniak re 2186234 Ontario queries and site plan status; emails from M. Stamp, A. Hef of RC Spencer re driveway construction to date and completion plan.	0.3
Finnegan, M	16-Mar-22	Receipt of and deposit HST refunds for Banwell and Royal Timbers.	0.5
Cherniak, S	16-Mar-22	Email from Rosati re paving. Respond. Review further response and forward to M. Stamp and Spencer. Review Stamp and A. Hef response. Call with B. Sasso re update.	0.9
Flett, D	17-Mar-22	Emails with M. Stamp re driveway and intersection construction; email from D. Gauthier of Rosati.	0.2
Cherniak, S	17-Mar-22	Review of response from Rosati and Mike Stamp to Spencer email.	0.2
Flett, D	22-Mar-22	Emails from D Gauthier, M. Stamp, A. Hef re Palmetto intersection and driveway construction; email from S Kettle re Affleck Greene enquiry.	0.2
Finnegan, M	22-Mar-22	Receipt of and deposit HST refund.	0.5

Staff	Date	Comments	Time
Cherniak, S	22-Mar-22	Review of emails between Spencer and Rosati. Review of email from M. Stamp. Emails from S. Kettle re update to Greene's firm. Respond. Review response from Greene's firm.	0.8
Hooper, L	29-Mar-22	Banking.	0.2
Cherniak, S	11-Apr-22	Call from B. Sasso re assignment. Email and review response.	0.3
Flett, D	12-Apr-22	Email to S. Cherniak re outstanding items; review A Roth email re part 27 block 123 parcel and review parcel register, prior registrations and omnibus order re conveyance considerations; emails with S. Cherniak re part 27 conveyance.	0.4
Cherniak, S	12-Apr-22	Emails re lot 27.	1.0
Flett, D	13-Apr-22	Email from M. Stamp re block 123.	0.1
Cherniak, S	13-Apr-22	Review email response from M. Stamp re lot 27.	0.1
Hooper, L	22-Apr-22	Banking.	0.2
Cherniak, S	22-Apr-22	Email from S. D'Amore re update. Respond.	0.5
Flett, D	25-Apr-22	Email from S D'Amore re status and emails with S. Cherniak re issues.	0.1
Cherniak, S	25-Apr-22	Review reply from S. D'Amore.	0.1
Flett, D	5-May-22	Review apportionment tax bill received for block 123 part 27, review 2022 interim and email to S. Cherniak to summarize issue.	0.2
Cherniak, S	5-May-22	Review of property tax info.	0.2
Finnegan, M	6-May-22	File Banwell HST returns.	0.4
Flett, D	9-May-22	Review 2020 final tax bill, 2022 interim for Block 123 Part 27 and prior roll number; review recent apportionment bill received; email to C. Nelson of City Windsor to request info on roll valuation, apportionment basis.	0.7
Cherniak, S	9-May-22	Review of email re property taxes for Lot 27.	0.2
Flett, D	10-May-22	J. Cook of Miller Thomson, S. Cherniak emails re conveyance of Block 123 Part 27; review part 27 interim property tax bill and emails with S. Cherniak, M. Finnegan.	0.2
Cherniak, S	10-May-22	Execute APS for Lot 27. Emails to D. Flett re ancillary matters re sale.	0.5
Flett, D	11-May-22	Email with J. Cook of Miller Thomson re advise of Block 123 part 27 outstanding property taxes and plan to resolve, omnibus order; related email with S. Cherniak re part 27 closing.	0.3
Cherniak, S	11-May-22	Review of emails to/from J. Cook re sale of Lot 27. Review of property tax info.	0.4
Flett, D	12-May-22	Review Windsor star article re Banwell road commercial land and emails with S. Cherniak re driveway completion, Rosati quotation; email to C Nelson of City Windsor.	0.3
Cherniak, S	12-May-22	Email to Rosati. Review article on new build. Review of Miller Thomson bill.	0.4
Cherniak, S	13-May-22	Review of City of Windsor response re taxes on Lot 27.	0.1

Staff	Date	Comments	Time
Flett, D	16-May-22	Review W. Paulic email re explanation of Block 123 Part 27 apportionment bill; emails with S. Cherniak, C. Nelson of City Windsor re payment of amount to bring taxes current; S. Cherniak email to M. Stamp re Banwell commercial construction status; instructions to M. Finnegan re payment of Block 123 Part 27 outstanding property taxes; email with J. Cook of Miller Thomson re property taxes; review documents from B Sasso re assignment of D'Amore Construction claim; email with S. Cherniak, J Cook re Block 123 property tax arrangements for closing.	1.1
Cherniak, S	16-May-22	Email to M. Stamp re site visit. Review of property tax info and emails to/from Miller Thomson. Review of Sasso assignment doc. Respond.	1.2
Finnegan, M	17-May-22	Bill payments.	0.5
Cherniak, S	18-May-22	Review of response from M. Stamp re site visit.	0.1
Flett, D	23-May-22	Review email and photos from M Stamp re Banwell road construction and intersection status.	0.1
Cherniak, S	24-May-22	Email from T. Van Klink re review of agreement. Forward to B. Sasso.	0.2
Flett, D	25-May-22	S. Cherniak email to B Sasso; email to M Stamp re Mercato construction and palmetto intersection.	0.1
Cherniak, S	25-May-22	Review of D. Flett email to M. Stamp re site visit.	0.1
Flett, D	26-May-22	Review J. Cook of Miller Thomson email re options for conveyance of Block 123 Part 27 and S. Cherniak reply.	0.1
Cherniak, S	26-May-22	Review of email from J. Cook re lot sale encumbrances. Respond.	0.2
Cherniak, S	31-May-22	Discussion with T. Van Klink re lot sale and finalization of receivership.	0.2
Cherniak, S	1-Jun-22	Update on Lot 27 vesting from Miller Thomson.	0.1
Hooper, L	6-Jun-22	Banking.	0.1
Flett, D	7-Jun-22	Emails with J. Cook, S. Cherniak re Block 123 conveyance, mortgage discharges, shared parking agreement; further J Cook email, review reference plan, properties still subject to BMO charge and email with S. Cherniak; review storm water pond, part 49 options with S. Cherniak; review Block 123 closing documents; email to A. Olsen of City Windsor re transfer of storm water pond lands to City.	1.2
Cherniak, S	7-Jun-22	Email from Miller Thomson re discharges required for lot sale. Respond. Emails to BMO and WFCU to obtain discharges. Review responses for both. Email WFCU discharges to Miller Thomson. Review of closing docs. Execute same. Review of Miller Thomson email re two other parcels in Banwell name. Discuss with D. Flett. Review of email to City of Windsor.	2.1
Flett, D	8-Jun-22	Emails with A. Olsen of City Windsor, A Roth of Miller Thomson re pond transfer of title to City; email from J. Cook re revision to title for Block 123 Part 27 transfer; further J. Cook, S. Cherniak emails re BMO, WFCU discharges.	0.5
Cherniak, S	8-Jun-22	Email from Miller Thomson re docs and change of purchaser re lot. Email BMO. Send discharge to Miller Thomson. Review of Flett email to Miller Thomson re City of Windsor and pond.	0.7

Staff	Date	Comments	Time
Cherniak, S	9-Jun-22	Emails re sign on Banwell lands and City of Windsor request. Emails re lot closing.	0.6
Flett, D	9-Jun-22	Voice mail from and call G Eberhardt of City Windsor, locate and review 2014 sign application and forward; emails from J Cook of Miller Thomson re Block 123, part 27 closing extension	0.4
Flett, D	13-Jun-22	Emails from J. Cook, S. Cherniak re Part 123 closing.	0.1
Cherniak, S	13-Jun-22	Update on closing of lot sale.	0.2
Flett, D	14-Jun-22	Emails with A. Olsen of City Windsor re transfer of storm water pond and execution of documents; email to A Roth of Miller Thomson to update; further emails with J Cook of Miller Thomson re transfer of pond.	0.3
Cherniak, S	14-Jun-22	Updates on pond transfer.	0.3
Flett, D	16-Jun-22	Review transfer documents for storm water pond and email with S. Cherniak re query.	0.2
Cherniak, S	16-Jun-22	Execute docs re pond land transfer. Email from D. Flett.	0.3
Flett, D	20-Jun-22	Emails with J. Cook of Miller Thomson, S. Cherniak re transfer of storm water pond from Banwell to City of Windsor.	0.2
Cherniak, S	20-Jun-22	Review emails from J. Cook re pond transfer. Respond to D. Flett.	0.3
Flett, D	22-Jun-22	Email from J. Cook of Miller Thomson with final pond transfer documents.	0.1
Cherniak, S	22-Jun-22	Review of email and documents from City of Windsor re pond transfer.	0.2
Flett, D	28-Jun-22	Several emails with A. Olsen of City Windsor, S. Cherniak re City request for insurance information and named insured; review 2021 policy renewal; review 2022 final property tax bills and instructions to M. Finnegan, forward to J. Cook for Block 123 buyer; forward insurance renewal to A. Olsen of City Windsor with comments.	0.7
Cherniak, S	28-Jun-22	Review of emails from City of Windsor re insurance. Advise D. Flett re response. Review property tax bills. Respond re new purchaser. Email to Rosati re paving.	0.6
Hooper, L	30-Jun-22	Banking.	0.2
Cherniak, S	5-Jul-22	Review of file. Email to M. Romauldi re paving.	0.2
Flett, D	6-Jul-22	Review Rosati quotation for driveway; review original Sterling Ridge tender, Section F payment certificate and forward with comments to A. Hef of RC Spencer; emails with S. Cherniak, R Spencer re driveway construction; call with S. Cherniak to review quote, issues and obtaining Sterling Ridge update.	0.5
Cherniak, S	6-Jul-22	Review of Rosati proposal. Send to spencer. Review of D. Flett emails.	0.5
Flett, D	11-Jul-22	Review A. Hef of RC Spencer analysis of driveway costs, Rosati quote; emails from S. Cherniak, D. Gauthier of Rosati; call with B. Ropat re Palmetto driveway, Rosati and Sterling Ridge quotations.	0.4

Staff	Date	Comments	Time
Cherniak, S	11-Jul-22	Review of Spencer analysis of Rosati quote. Send to Rosati. Review response and send to Spencer. Review response from R. Spencer. Review email from D. Flett summarizing call with B. Ropat.	1.0
Flett, D	12-Jul-22	Review email from C. Massad of Grant Thornton and requirements letters for 2022 year end for both co's. Email to M. Finnegan with instructions for documents.	0.3
Cherniak, S	12-Jul-22	Review of email from Grant Thornton re year end statements.	0.2
Finnegan, M	13-Jul-22	File HST returns and prepare SRD's for fiscal 2022.	0.5
Flett, D	13-Jul-22	Review schedules and documents prepared by M. Finnegan for 2022 year end; review intercompany accounting schedule and forward to M. Finnegan to update receiver and Miller Thomson fees.	0.4
Flett, D	18-Jul-22	Email with M. Finnegan re property taxes; review email from S Martinson, insurance renewal and reply with updates on commercial land, subdivision status and pond; further emails with S Martinson re insurance renewal, payment.	0.4
Finnegan, M	18-Jul-22	Bill payment.	0.5
Cherniak, S	18-Jul-22	Emails re insurance. Approve invoice.	0.2
Flett, D	19-Jul-22	S. Cherniak, D. Gauthier of Rosati emails re driveway, intersection project; email from B. Ropat of RC Spencer status, quotes to be obtained and call with B. Ropat to discuss, including sidewalk considerations; email to S. Cherniak to summarize.	0.4
Cherniak, S	19-Jul-22	Emails from Rosati. Forward to Spencer for reply. Review responses. Email from D. Flett re update.	0.5
Flett, D	20-Jul-22	Review and edit 2022 year end receipt and disbursement statements and emails with M. Finnegan re queries; review Grant Thornton 2022 year end information requirement lists; update and prepare revised intercompany balances schedules for 2022 year end including review of prior statements re due from Royal Timbers.	1.7
Flett, D	21-Jul-22	Revisions to R&D, intercompany balance schedule for 2022 year end; update intercompany allocation re Grant Thornton fees; finalize pdfs of various year end documents and schedules for upload to Grant Thornton.	1.1
Flett, D	25-Jul-22	Email to C. Massaad of Grant Thornton re upload of year end documents.	0.1
Flett, D	26-Jul-22	Call with B. Ropat re driveway and intersection completion, costs and proposed meeting with City of Windsor and Rosati; email to S. Cherniak to summarize status.	0.3
Flett, D	27-Jul-22	Emails with Grant Thornton personnel re year end upload link; upload various year end files to Grant Thornton sharepoint folder.	0.4
Flett, D	28-Jul-22	Review email from J. Blanken of Grant Thornton re year end, accountant issued compilation statements and Grant Thornton information sheet; reply to J. Blanken and further emails re 2022 statements.	0.4
Hooper, L	29-Jul-22	Banking.	0.2

Staff	Date	Comments	Time
Cherniak, S	2-Aug-22	Emails from Grant Thornton. Respond and review responses. Review of update on D. Flett call with B. Ropat.	0.6
Cherniak, S	4-Aug-22	Emails to from D. Gauthier and B. Ropat re scheduling of meeting re paving project.	0.5
Flett, D	8-Aug-22	08/04/22: review D Gauthier, S. Cherniak emails re driveway; call with B. Ropat re background on driveway completion, plan to complete and update to S. Cherniak.	0.4
Flett, D	9-Aug-22	Email to and call with B. Ropat re roadway meeting with City, Rosati group; email to S. Cherniak to summarize.	0.3
Cherniak, S	10-Aug-22	Update from D. Flett on call with B. Ropat.	0.6
Flett, D	10-Aug-22	Call with S. Cherniak re Palmetto driveway completion, B Ropat meeting with Rosati and City of Windsor, other issues.	0.2
Flett, D	11-Aug-22	Review commercial land driveway completion diagram from RC Spencer and email, call with B. Ropat to review plan and cost allocation.	0.4
Cherniak, S	11-Aug-22	Review of email from B. Ropat on paving project. Emails to/from D. Flett re clarification.	0.5
Cherniak, S	12-Aug-22	Review of emails from B. Ropat and City of Windsor re road paving.	0.3
Flett, D	15-Aug-22	B. Ropat, P Mourad of City Windsor emails re driveway, Palmetto intersection; brief review of R Spencer email and RC Spencer report extracts re Palmetto intersection.	0.4
Cherniak, S	15-Aug-22	Review of correspondence from R. Spencer to City of Windsor.	0.2
Flett, D	16-Aug-22	Review email from B Ropat, A. Addeh of Rosati re driveway completion and call with S. Cherniak to discuss.	0.2
Cherniak, S	16-Aug-22	Review of email from B. Ropat re Rosati Enwin easement request. Discuss with D. Flett.	0.4
Flett, D	17-Aug-22	Call with B Ropat re Enwin request for conduit under roadway to be completed and allocation of cost; emails with S. Cherniak to summarize conduit issue; review and organize various non-active files, servicing related documents to be stored.	0.8
Cherniak, S	17-Aug-22	Update from D. Flett on discussion with B. Ropat on Enwin easement.	0.5
Cherniak, S	22-Aug-22	Review of correspondence from Grant Thornton. Execute engagement letters.	0.8
Flett, D	22-Aug-22	Review email from J. Blanken of Grant Thornton re 2022 year end queries and email with S. Cherniak re response, tax strategies, engagement letter execution.	0.2
Flett, D	25-Aug-22	Reply to J. Blanken of Grant Thornton queries re May 31, 2022 year ends for both companies - deposits, holdbacks, Banwell payables.	0.3
Cherniak, S	26-Aug-22	Review of email from D. Flett/J. Blanken re statements. Update on paving.	0.3
Flett, D	26-Aug-22	Email to and calls with B Ropat re Palmetto driveway construction, Enwin request for wire conduit; email from J. Blanken of Grant Thornton.	0.4

Staff	Date	Comments	Time
Flett, D	29-Aug-22	Call with B Ropat re palmetto driveway, Enwin, Banwell gardens.	0.1
Cherniak, S	29-Aug-22	Review of email from B. Ropat re Enbridge. Discuss with D. Flett.	0.3
Flett, D	1-Sep-22	Emails from B Ropat, J. Rawinsky of Enwin re Palmetto driveway duct extension; email with S. Cherniak to review and email to B Ropat to ok plan.	0.3
Cherniak, S	1-Sep-22	Review of correspondence from B. Ropat. Respond. Review D. Flett emails re same.	0.5
Flett, D	8-Sep-22	Review RC Spencer August 2022 invoice prior invoices and forward for approval; call with B Ropat re status of Shea-Rock quote, duct work to be completed by Rosati and email to S. Cherniak to update	0.4
Cherniak, S	8-Sep-22	Update from B. Ropat. Review and approve Spencer invoice.	0.3
Finnegan, M	9-Sep-22	Process supplier payment.	0.3
Finnegan, M	12-Sep-22	Pay bill.	0.3
Flett, D	12-Sep-22	Email with J. Cook of Miller Thomson re Part 123 reporting package.	0.1
Cherniak, S	12-Sep-22	Review of email from J. Cook.	0.1
Flett, D	13-Sep-22	Review email from B. Ropat and Shearock quotation for driveway, prior sterling ridge tender; emails with S. Cherniak and call with B Ropat to authorize work to proceed; email to J. Blanken of Grant Thornton re Shearock quote, driveway accrued liability.	0.6
Cherniak, S	13-Sep-22	Review of quote from Shearock. Review emails from D. Flett and B. Ropat. Approve quote. Review of email to Grant Thornton re statements.	0.8
Flett, D	14-Sep-22	Call with B. Ropat and email to authorize Shearock to proceed with palmetto driveway project.	0.3
Cherniak, S	14-Sep-22	Review of email to B. Ropat re Shearock. Review of B. Ropat response and authorization to proceed.	0.4
Cherniak, S	15-Sep-22	Review of response from Shearock. Call with B. Ropat. Review of email from Grant Thornton.	0.5
Cherniak, S	16-Sep-22	Review and execute engagement letters from Grant Thornton.	0.5
Flett, D	19-Sep-22	Review draft 2022 financial statements, Grant Thornton emails and invoices; email with M. Finnegan re payment; emails from B Ropat, S Najor of Shearock, S. Cherniak re Palmetto driveway completion.	0.4
Finnegan, M	19-Sep-22	Prepare invoices for payment.	0.5
Cherniak, S	19-Sep-22	Emails re bill payment. Discuss paving with D. Flett.	0.2
Finnegan, M	21-Sep-22	File HST returns for Banwell and Royal Timbers.	0.3
Flett, D	21-Sep-22	B. Ropat email re engagement of Wood for Palmetto driveway testing.	0.1
Cherniak, S	21-Sep-22	Email from B. Ropat re enviro firm attending at site.	0.2
Flett, D	27-Sep-22	Email to and call with B. Ropat re Shearock arrangements, driveway construction status.	0.2

Staff	Date	Comments	Time
Cherniak, S	27-Sep-22	Review of email from D. Flett re Shea Rock contract.	0.1
Hooper, L	30-Sep-22	Banking.	0.1
Flett, D	13-Oct-22	Review RC Spencer invoice and forward for payment.	0.1
Cherniak, S	13-Oct-22	Review of Spencer bill.	0.2
Cherniak, S	14-Oct-22	Reply to S. D'Amore request for update.	0.2
Flett, D	14-Oct-22	S. D'Amore email, S. Cherniak reply re file status.	0.1
Cherniak, S	20-Oct-22	Update on Banwell.	0.2
Cherniak, S	21-Oct-22	Review email from D. Flett re update on paving. Query re timing. Review email from B. Sasso re timing of final funds. Draft response.	0.5
Flett, D	21-Oct-22	Call with B. Ropat re Palmetto driveway status and email re asphalt timing; emails with S. Cherniak re Palmetto status, asphalt.	0.4
Cherniak, S	24-Oct-22	Edit and send response to B. Sasso.	0.2
Cherniak, S	25-Oct-22	Review of photos from B. Ropat re paving. Respond. Update T. Van Klink on file.	0.4
Flett, D	25-Oct-22	Call with B Ropat re palmetto driveway paving and completion; email with S. Cherniak re driveway	0.3
Flett, D	26-Oct-22	Call with C. Stirling of WSP re asphalt testing; review WSP proposal, forward to S. Cherniak for execution and return to C Stirling; review B Ropat email and driveway photos; S. Cherniak email to B. Sasso.	0.4
Cherniak, S	26-Oct-22	Review of B. Sasso email and T. Van Klink response.	0.2
Flett, D	27-Oct-22	Email with C. Stirling of WSP and forward executed agreement.	0.2
Cherniak, S	27-Oct-22	Review and execute enviro doc re soil testing.	0.2
Hooper, L	31-Oct-22	Banking.	0.2
Flett, D	31-Oct-22	Review emails from D Gauthier of Rosati, M. Schauffhauser of City re permits and related calls, email with B. Ropat, S. Cherniak.	0.3
Cherniak, S	31-Oct-22	Numerous emails from D. Gautier and City of Windsor re permit fees. Emails with B. Ropat re same.	1.0
Flett, D	3-Nov-22	Review B. Ropat, M. Schaffhauser of City emails re request for driveway permit; voice mail from and call with B. Ropat to review; review commercial lands reference plan, June 2021 permits obtained and forward permit 788 to B Ropat; further call with B .Ropat re permit request, surface asphalt.	0.5
Cherniak, S	3-Nov-22	Emails from B. Ropat re driveway permit issue. Respond. Emails from D. Flett re same.	0.5
Flett, D	7-Nov-22	Email from J. Palmer of WSP and brief review of asphalt report	0.1
Flett, D	8-Nov-22	Review 2018 correspondence with City Windsor re Palmetto intersection cost sharing and forward cost break down to B Ropat; emails with B Ropat re driveway status, permit, Shearock invoice to be reviewed.	0.4
Cherniak, S	8-Nov-22	Email updates from B. Ropat.	0.3

Staff	Date	Comments	Time
Flett, D	9-Nov-22	Call with B. Ropat re driveway paving, Hadi builder deposits, file status; call with S. Cherniak re driveway completion, release of holdback funds from sale; review undertaking and holdback agreement, amended agreement for sale to 2186234, permit summary package and prepare brief memo to S. Cherniak; email to B. Ropat, R Spencer with these documents and comments re engineer certification of outstanding matters; call with B. Ropat re driveway completion, release of holdback funds.	0.8
Cherniak, S	9-Nov-22	Discussion with D. Flett on next steps re paving and deposit returned. Review of documentation re same.	0.8
Flett, D	10-Nov-22	Review WSP invoice for asphalt and forward for approval.	0.1
Cherniak, S	11-Nov-22	Review of emails from B. Ropat re permits.	0.2
Cherniak, S	14-Nov-22	Review and approve RC Spencer bill.	0.2
Flett, D	14-Nov-22	Review RC Spencer invoice and forward for approval and payment; B. Ropat email re driveway permit.	0.2
Finnegan, M	14-Nov-22	Pay bills. Prepare cheque, get signatures and courier same to Shearock Construction.	0.5
Flett, D	16-Nov-22	Call with B. Ropat re Shearock invoice, permit, Banwell Road construction status.	0.2
Flett, D	17-Nov-22	Review Shearock invoice and quotation for palmetto driveway completion and emails with S. Cherniak re comments, receiver payment arrangements; emails with B. Ropat re approval Shearock invoice, completion certification by engineer; review and sign Shearock cheque and further email with B. Ropat.	0.8
Cherniak, S	17-Nov-22	Review and process Shearock bill.	1.0
Cherniak, S	18-Nov-22	Emails re cheque not delivered.	0.4
Flett, D	21-Nov-22	S. Cherniak, M. Finnegan and D. Boilard of Shearock emails re receiver cheque for driveway completion; emails with B. Ropat re Shearock payment, letter of conformance.	0.2
Cherniak, S	21-Nov-22	Emails re payment to Shearock.	0.4
Finnegan, M	21-Nov-22	Follow up with Purolator re missed shipment. Contact the recipient to see if shipment eventually arrived.	0.4
Flett, D	22-Nov-22	Review RC Spencer letter of conformance to City; emails with S. Cherniak and review August 2020 RC Spencer letter for partial completion of driveway.	0.3
Cherniak, S	22-Nov-22	Review of email from B. Ropat re completion of paving. Respond to D. Flett. Review previous certificate. Respond.	0.8
Flett, D	23-Nov-22	Review holdback agreement, amended agreement and permit package and forward extracts to B. Ropat with comments re engineer certification for driveway; call with B. Ropat to clarify letter requirements and further email re addressee; further call with B. Ropat, and review draft letter to M. Settingington; emails with S. Cherniak, further call with B. Ropat re City sign off prior to issuance.	0.9
Cherniak, S	23-Nov-22	Review of City of Windsor road permit and draft Spencer report.	0.5

Staff	Date	Comments	Time
Flett, D	25-Nov-22	Email with B. Ropat re engineer letter to certify driveway completion, City approval.	0.1
Cherniak, S	25-Nov-22	Update from B. Ropat on City of Windsor re paving.	0.2
Hooper, L	29-Nov-22	Banking.	0.1
Flett, D	5-Dec-22	Email to and voice mail from B. Ropat re City sign off on driveway.	0.1
Cherniak, S	5-Dec-22	Review of email to B. Ropat re City of Windsor sign off on paving.	0.1
Flett, D	6-Dec-22	B. Ropat, M. Schaufhauser of City Windsor emails re driveway; voice mail for B. Ropat and subsequent call re City sign-off, letter to M. Settingington; email with S. Cherniak re status, letter; prepare email with several attachments to M. Settingington confirming completion of outstanding matters and request for release of escrow funds.	1.3
Cherniak, S	6-Dec-22	Review of emails from B. Ropat. Review of draft email to lawyer for purchaser.	0.5
Cherniak, S	7-Dec-22	Send to email to purchaser's lawyer re deposit refunded. Email to d. Flett re Banwell Gardens.	0.5
Flett, D	7-Dec-22	Review undertaking and holdback agreement for Banwell Gardens sale and email to B Ropat re engineer certification letter; review WSP invoice and forward for payment.	0.3
Cherniak, S	8-Dec-22	Review letter re Banwell Gardens with D. Flett. Review file and find previous letter. Review email to B. Ropat.	0.5
Flett, D	8-Dec-22	Call with S. Cherniak re Banwell gardens escrow funds, engineer certification; review Aug 2020 RC Spencer letter and forward to B Ropat; call with B Ropat re letter to A Roth to certify completion.	0.3
Cherniak, S	9-Dec-22	Review letter from R. Spencer. Compose and send email to A. Roth re holdback.	0.7
Flett, D	9-Dec-22	Review B Ropat letter to A. Roth of Miller Thomson and email to S. Cherniak; emails from S. Cherniak, A Roth re escrow funds.	0.3
Flett, D	12-Dec-22	S. Cherniak, M. Settingington emails re wire of escrow funds to receiver; S. Cherniak emails with A. Roth of Miller Thomson re Banwell gardens escrow funds; emails with M. Finnegan re posting instruction for commercial land escrow funds received; J Cook email re Part 24 and Lot 123 outstanding matters and review with S. Cherniak.	0.9
Finnegan, M	12-Dec-22	Provide banking info for receipt of wire funds. Confirm receipt of same and post in Ascend.	0.4
Cherniak, S	12-Dec-22	Deal with incoming wire re funds from purchaser. Follow up email to A. Roth re Banwell Gardens. Review of email from J. Cook re outstanding items. Respond.	1.2
Flett, D	13-Dec-22	S. Cherniak, J. Cook of Miller Thomson emails re Part 24 and Part 27; review RC Spencer invoice and forward for payment.	0.3
Cherniak, S	13-Dec-22	Review of J. Cook email. Respond. Review of Miller Thomson bills.	0.7
Finnegan, M	14-Dec-22	Pay bill.	0.4
Flett, D	14-Dec-22	Review receiver lot deposit summary, phase 2 reference plan, Coco Concrete invoice and brief memo to S. Cherniak re deposits, Amine	1.3

Staff	Date	Comments	Time
		adjustment for sidewalk damage; call with B. Ropat re phase 2, lots 26-30, sidewalk damage during house construction and estimated repair cost; J. Cook of Miller Thomson, S. Cherniak emails re release of Banwell Gardens escrow funds; review Amine purchase closing documents and email to B. Ropat with municipal addresses, Coco invoices.	
Cherniak, S	14-Dec-22	Email from Miller Thomson re Banwell Gardens releasing funds. Review of lot deposit summary. Approve Spencer bill.	0.8
Finnegan, M	15-Dec-22	Pay legal bills and update interco accounting schedule with details.	0.4
Cherniak, S	15-Dec-22	Review of Coco Paving invoices re repairs to sidewalk.	0.2
Flett, D	15-Dec-22	Review Miller Thomson invoices and emails with M. Finnegan re payment, update to intercompany accounting schedule.	0.2
Cherniak, S	16-Dec-22	Review of emails to/from M. Stamp re Masse. Discuss with D. Flett.	0.5
Flett, D	16-Dec-22	Email from M. Stamp re L Masse, part 24 conveyance; review issue with S. Cherniak and reply to M. Stamp re LRO issue for Miller Thomson to resolve.	0.3
Flett, D	19-Dec-22	Emails with M. Mailloux re enquiry on pre receiver security deposits; emails with M Stamp, J. Cook of Miller Thomson re resolution of LRO issue with L. Masse; review prior Grant Thornton prepared memo and schedules re debt forgiveness and prepared updated and revised format schedule to assess current position; prepare updated projected realization and distribution schedule.	2.2
Finnegan, M	19-Dec-22	Receipt of holdback funds on sales.	0.3
Cherniak, S	19-Dec-22	Review of emails re deposits. Emails re wiring of funds held in trust. Emails re masse. Review of email re Banwell tax.	1.1
Flett, D	20-Dec-22	Review receiver accounting and estimate fiscal year to date loss for each company; update loss forgiveness analysis schedule; update estimated projected realization and distribution schedule for holdback funds received and other items; call with B. Ropat re estimated sidewalk repair for lots 26-30; call with S. Cherniak to review debt forgiveness election, intercompany repayment, unsecured creditor distribution and related issues; revision to debt forgiveness schedule; instructions to M. Finnegan re funds in Royal Timbers; review and download 2022 Grant Thornton prepared tax reporting packages re statements file, loss carry forwards; email from N. Leno re financials.	2.1
Cherniak, S	20-Dec-22	Review of memo re funds to distribute and Grant Thornton memo debt forgiveness. Discuss with D. Flett. Review of email from M. Troup accountant.	1.5
Flett, D	21-Dec-22	Extract 2021 and 2022 financial statements from Grant Thornton tax reporting packages and forward to N. Leno of Popp Russo as requested; call with B Ropat re lots 26-30 sidewalk damage and update receiver security deposit notes and schedule.	0.7
Cherniak, S	21-Dec-22	Review of email to M. Troup accountant.	0.2

Staff	Date	Comments	Time
Flett, D	22-Dec-22	Email from N. Leno; emails with S. Cherniak, J. Blanken of Grant Thornton re final issues status, 2023 plan, 2020-2021 financial statements.	0.4
Cherniak, S	22-Dec-22	Emails re accountants.	0.5



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INVOICE

*Ontario Superior Court of Justice
 245 Windsor Ave
 Windsor, ON N9A 1J2*

Date

March 9, 2023

Invoice No.

CINV38

Re Banwell Development Corporation and Royal Timbers Inc.

FOR PROFESSIONAL SERVICES RENDERED in connection with our engagement for the above noted matter for the period January 1, 2023 to March 7, 2023 as per the details below.

Our Fee:	\$ 31,987.50
Estimated time to complete	15,000.00
Subtotal	<u>46,987.50</u>
HST - 13% (#R101518124)	6,108.38
Total Due	<u><u>\$ 53,095.88</u></u>

Summary of Time Charges	Hours	Rate	Amount
S. Cherniak, Sr. Vice President	12.4	550.00	6,820.00
D. Flett, Vice President	50.0	475.00	23,750.00
M. Finnegan, Administrative	5.9	225.00	1,327.50
L. Hooper, Administrative	0.4	225.00	90.00
Total	<u><u>68.7</u></u>		<u><u>31,987.50</u></u>

Staff	Date	Comments	Hours
Flett, D	3-Jan-23	Emails with B. Ropat re Troup crescent sidewalk damage; prepare working schedule of receiver security deposit refund amounts and lot buyer lawyers contact information; revise and update security deposit schedules and prepare receiver letter to accompany refund and statement; emails with S. Cherniak re security deposit refund process.	2.3
Cherniak, S	3-Jan-23	Review of email from B. Ropat re sidewalks. Review of D. Flett analysis re payouts re deposits.	1.0
Flett, D	4-Jan-23	Review lot buyer deposit refund letter and schedules with S. Cherniak; revisions to deposit refund letter, mailing schedule and prepare package and instructions for M. Finnegan.	1.2
Cherniak, S	4-Jan-23	Review of cover letter re deposit and schedule thereto.	1.0
Flett, D	5-Jan-23	Review post security deposit refund mailing with M. Finnegan; review transfer of funds from RT to Banwell with M. Finnegan; review and sign security deposit refund cheques; J Cook of Miller Thomson email re part 24, L Masse.	0.7
Finnegan, M	5-Jan-23	Prepare cheques for Supplier security deposit refunds. Prepare mailout package and send out.	1.0
Cherniak, S	5-Jan-23	Sign cheques re deposits. Review of email from J. Cook re Masse.	0.7
Cherniak, S	6-Jan-23	Update T. Van Klink on file.	0.1
Flett, D	9-Jan-23	Start 14th report of Receiver - background; review security deposit refunds with M. Finnegan.	1.2
Flett, D	10-Jan-23	Continue with 14th report - background; J. Cook of Miller Thomson emails re Part 24.	1.3
Cherniak, S	10-Jan-23	Email from Miller Thomson re update on Masse situation.	0.3
Cherniak, S	11-Jan-23	File admin.	0.5
Flett, D	11-Jan-23	Continue with 14th report - receiver activities; update intercompany schedule.	0.9
Finnegan, M	11-Jan-23	Prepare bill for review. Process.	0.5
Flett, D	12-Jan-23	Review RC Spencer invoice and forward; emails with M. Finnegan, S. Cherniak re RT bank account and transfer of funds to Banwell; review security deposit refund letters and enclosures; continue with 14th report - receiver activities, storm water pond; Robinet road.	2.1
Cherniak, S	12-Jan-23	Approve Spencer bill. Review of allocation of funds.	0.2
Flett, D	16-Jan-23	Review receiver accounting, intercompany advances and repayments, prior statements of receipts and disbursements; update intercompany accounting re property taxes; start receipts and disbursements for 14th report; Continue with 14th report - commercial land.	2.3

Staff	Date	Comments	Hours
Cherniak, S	17-Jan-23	Review of detailed email from Miller Thomson re final matters re real property. Query from D. Flett re report.	0.4
Flett, D	17-Jan-23	Email and attachments from J. Cook re Part 24 easement issue, notify commercial land purchaser lawyers; continue with 4th report - receiver activities - commercial land matters, subdivision, pond, security deposits; email to R. Farhat Law re J. Rauti lot deposit.	3.5
Finnegan, M	18-Jan-23	Review bills in preparation for upcoming report.	0.2
Flett, D	18-Jan-23	Continue with 14th report - receiver activities, professional fees, distribution; review unsecured claims and documentation and prepare schedule of unsecured creditor distribution.	4.5
Cherniak, S	18-Jan-23	Emails re file. Respond. Sign spencer cheque.	0.3
Finnegan, M	19-Jan-23	Discussion re HST returns. File HST returns for Banwell and Royal Timbers.	0.5
Flett, D	19-Jan-23	Continue with 14th report - receipts and disbursements narrative, professional fees; review HST return status and inputs to be filed; review receiver accounting and reconcile intercompany advances; call with M. Finnegan re HST returns to be filed, RT funds to be transferred, R & D general ledger reports.	4.0
Finnegan, M	20-Jan-23	Pull various GL reports for both Banwell and Royal Timbers.	0.5
Cherniak, S	23-Jan-23	V/M and email from B. Sasso requesting update. D. Flett. Update on report. Call with B. Sasso.	1.1
Finnegan, M	23-Jan-23	Provide information re GL's for reports.	0.5
Flett, D	23-Jan-23	Review, analyze and reconcile receiver intercompany accounting; prepare final statements of receipts and disbursements for 14th report and notes, including review of parcel 1-5 sale documents, holdback funds accounting, construction costs and other items; continue with 14th report.	4.5
Finnegan, M	24-Jan-23	Pay bill.	0.5
Cherniak, S	24-Jan-23	Review of email from Miller Thomson re Giorgio. Respond.	0.3
Flett, D	24-Jan-23	Edits and finalize draft R&D's; continue with 14th report - receipts and disbursements narrative, distribution, holdback and recommendations; email from J. Cook of Miller Thomson re part 24, J Giorgi response.	4.0
Cherniak, S	25-Jan-23	Discuss report with D. Flett.	1.0
Flett, D	25-Jan-23	Revise and edit draft statements of receipts and disbursements for each and Real Ranchs; continue with 14th report - distribution, R&D narrative, background, recommendations; review AGM statements for unsecured claim; call with S. Cherniak re holdbacks for final distribution calculation, unsecured distribution approach, professional fee provision, HST refunds and authorization for 2nd distribution.	4.0
Flett, D	26-Jan-23	Update Banwell unsecured distribution schedule and 14th report; review draft 14th report and forward to S. Cherniak; review security deposit claim documents, other correspondence and prepare	2.6

Staff	Date	Comments	Hours
		summary schedule to update service list for unsecureds; high level review and reconciliation of GST paid, remitted and refunded.	
Cherniak, S	26-Jan-23	Questions re report. Review of final R&D's.	0.4
Finnegan, M	26-Jan-23	Answering questions re Banwell GL and whether certain cheques have been cashed.	0.5
Hooper, L	26-Jan-23	Banking	0.2
Cherniak, S	27-Jan-23	Review report. Draft email to D. Flett	1.0
Flett, D	30-Jan-23	Emails with S. Cherniak re 14th report; update intercompany accounting, R&D and 14th report for Miller Thomson fees; review Windsor utilities commission L/C details and add comments to 14th report; other revisions update to 14th report and forward revised to S. Cherniak.	1.8
Cherniak, S	30-Jan-23	Review edits to report. Call and email to T. Van Klink. Review of MT invoice. Emails re report.	0.7
Flett, D	31-Jan-23	Call with S. Cherniak re 14th report, HST refunds approach to distribution; update 14th report, service list notes; forward draft 14th report, service list notes to T. Van Klink with comments.	1.2
Cherniak, S	31-Jan-23	Call with T. Van Klink to discuss format of report. Call with D. Flett re same. Review of email to T. Van Klink re report.	1.1
Cherniak, S	1-Feb-23	Call re property.	0.2
Flett, D	1-Feb-23	Review receiver invoices, 14th report and prepare receiver affidavit of fees from Aug. 1, 2020.	3.5
Finnegan, M	2-Feb-23	Pay legal fees.	0.5
Cherniak, S	2-Feb-23	Review of fee affidavit.	0.2
Finnegan, M	8-Feb-23	Receipt of and deposit HST refunds for Banwell and RT.	0.5
Flett, D	8-Feb-23	Review HST refund, deposit instructions with M. Finnegan and email with S. Cherniak re 14th report R&D and distribution.	0.2
Cherniak, S	8-Feb-23	Update on HST refund.	0.2
Finnegan, M	16-Feb-23	Review bank account to check for uncashed payment.	0.2
Flett, D	16-Feb-23	Emails with J. Cook of Miller Thomson re RT CRA business number; review banking activity with M. Finnegan re security deposit refund status; review Amine lot sale documents and email to M. Keefner of Shibley Righton.	0.6
Cherniak, S	16-Feb-23	Email from Miller Thomson re T5.	0.1
Cherniak, S	17-Feb-23	Email to T. Van Klink re court report edits.	0.1
Cherniak, S	21-Feb-23	Update on review from T. Van Klink.	0.1
Hooper, L	23-Feb-23	Banking	0.2
Flett, D	28-Feb-23	Email with MA. Keefner of Shibley and forward copies of Amine purchase agreements.	0.2

Staff	Date	Comments	Hours
Flett, D	2-Mar-23	Review Miller Thomson revisions and comments to 14th report; emails with S. Cherniak re close, professional fees and distribution; emails with T Van Klink re finalizing of report and fee affidavit; updates and revisions to 14th report; review receiver, Miller Thomson invoice status; emails with MA. Keefner re Amine Construction deposit refund cheque; further email with T Van Klink.	1.8
Cherniak, S	2-Mar-23	Review of edits to report. Emails thereto.	0.6
Cherniak, S	3-Mar-23	Emails to/from T. Van Klink re funds on hand at Miller Thomson and further edits to report. Respond.	0.6
Flett, D	6-Mar-23	Review draft 14th report and emails with T Van Klink, S. Cherniak re prior approval of Real Ranchs trust account, narrative revisions and updates to 14th report and related emails with S. Cherniak.	1.4
Cherniak, S	6-Mar-23	Queries re report.	0.2
Finnegan, M	6-Mar-23	File HST returns for Banwell and RT.	0.5
Flett, D	7-Mar-23	Updates to 14th report	0.2

APPENDIX “J”

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

KEVIN D'AMORE

Applicant

- and -

**BANWELL DEVELOPMENT CORPORATION, 928579 ONTARIO LIMITED,
SCOTT D'AMORE, ROYAL TIMBERS INC. AND M.R. DUNN CONTRACTORS LTD.**

Respondents

APPLICATION UNDER SECTION 207 OF THE *BUSINESS CORPORATIONS
ACT*, R.S.O. 1990, C. B. 16, AS AMENDED

FEE AFFIDAVIT OF MICHAEL PROSIA

I, MICHAEL PROSIA, of the City of London, in the Province of Ontario, **MAKE OATH AND SAY:**

1. I am an associate with the law firm of Miller Thomson LLP ("**MT**"), lawyers for BDO Canada Limited, in its capacity as Court-appointed Receiver (the "**Receiver**") of the property, assets and undertakings of Banwell Development Corporation and Royal Timbers Inc. and, as such, have knowledge of the matters to which I hereinafter depose. Unless I indicate to the contrary, the facts herein are within my personal knowledge and are true. Where I have indicated that I have obtained facts from other sources, I believe those facts to be true.
2. I make this Affidavit in support of the Receiver's motion for, among other things, having the fees and disbursements of MT, as legal counsel to the Receiver, approved.
3. Attached hereto to this my Affidavit and marked as Exhibit "A" are copies of the invoices (the "**MT Invoices**") rendered by MT to the Receiver which reflect, *inter*

alia, fees and disbursements of MT for the period from February 3, 2021 to February 28, 2023 (the "Period"). The MT Invoices accurately reflect the services provided by MT during the Period and the fees and disbursements claimed by it. During the Period, the total fees billed were \$61,921.00, the disbursements billed were \$1,407.27, plus applicable taxes in the amount of \$8,132.51.

4. Attached hereto to this my Affidavit and marked as Exhibit "B" is a schedule summarizing MT's fees for the Period. Lawyers and staff at MT have collectively expended a total of 186 billable hours in connection with this matter during the Period as outlined in the schedule.

5. To the best of my knowledge, the rates charged by MT throughout these proceedings are comparable to the rates charged by other firms in the Southwestern Ontario market for the provision of similar services. No premiums have been charged on the MT Invoices.


SWORN BEFORE ME:

in person by video conference

With the deponent in the City of London,
County of Middlesex, Province of Ontario
and the Commissioner in the Municipality of
Thames Centre, Province of Ontario in
accordance with O. Reg. 431/20,
Administering Oath or Declaration Remotely
this 30th day of March, 2023.



Michael Prosia



A Commissioner for taking Affidavits (or as may be)
(Tony Van Klink)

Attached are Exhibits "A" and "B" to
the Affidavit of Michael Prosia sworn
the 30th day of March, 2023.

A handwritten signature in blue ink, appearing to be "T. J. Prosia", written over a horizontal line.

A Commissioner, Etc.



MILLER THOMSON
AVOCATS | LAWYERS

EXHIBIT "A"

MILLER THOMSON LLP
ONE LONDON PLACE
255 QUEENS AVENUE, SUITE 2010
LONDON, ON N6A 5R8
CANADA

T 519.931.3500
F 519.858.8511

MILLERTHOMSON.COM

244

February 28, 2021

Invoice Number 3596316

BDO Canada Limited
633 Colborne Street
Suite 100
London, ON N6B 2V3

Attention: Stephen N. Cherniak

To Professional Services Rendered in connection with the following matter(s) including:

**Re: Receivership of Banwell Development Corporation
Our File No. 0082873.0010**

Date	Initials	Description	Hours
02/03/2021	ASR	Review requested changes from LRO;	0.50
02/03/2021	JC	Email correspondence regarding LRO correction requests;	0.40
02/04/2021	ASR	Correspondence with LRO;	0.20
02/04/2021	JC	Various email correspondence regarding telephone conference with Land Registry office;	0.10
02/08/2021	ASR	E-mail correspondence with M. Stamp;	0.20
02/08/2021	JC	Various email correspondence regarding telephone conference for correcting of documents;	0.20
02/09/2021	JC	Telephone conference with Land Registry office; revise documents; attend to re-registration of same; various email correspondence; telephone conference with S. Kettle;	4.50
02/09/2021	ASR	Telephone conference with LRO; E-mail correspondence; Attend to revised documents;	1.00
02/10/2021	JC	Various email correspondence and telephone conferences with Land Registry office; revise documents and attend to re-registration of same;	3.30



Date	Initials	Description	Hours
02/10/2021	ASR	Attend to easements and LRO;	0.40
02/11/2021	JC	Various email correspondence with Land Registry Office; finalize schedules and form of severance transfers;	1.60
02/11/2021	ASR	E-mail correspondence with LRO; Attend to drafting of schedules to fit template; Release transfers for registrations;	1.00
02/12/2021	ASR	Attend to registered documents;	0.40
02/12/2021	JC	Finalize and attend to registration of documents; various email correspondence; telephone conference with Land Registry office; revise documents;	0.90
02/12/2021	SK	E-mail correspondence re LRO;	0.10
02/16/2021	SK	E-mail correspondence with Mr. Roth;	0.40
02/16/2021	ASR	Telephone attendance on LRO; Attend to LRO error regarding easement description; Review matters related to charge and removal from title on PIN where abstracted incorrectly;	0.70
02/16/2021	AVK	Email to Mr. Williams	0.10
02/16/2021	DC	Voicemail from and telephone call with LRO regarding returned transfer; emails with A. Roth with respect to same;	0.20
02/17/2021	ASR	E-mail correspondence with LRO regarding registrations;	0.20
02/18/2021	ASR	E-mail correspondence;	0.20
02/18/2021	KVSW	Obtain parcel registers for seven Banwell Royal Timbers properties.	0.40
02/18/2021	SK	Draft motion materials; Draft and affirm fee affidavit; E-mail correspondence with client; E-mail correspondence with Mr. Roth;	7.30
02/19/2021	SK	Draft motion materials; Draft orders; E-mail correspondence with Mr. Roth; E-mail correspondence with client;	9.50
02/19/2021	ASR	Attend to vesting order and permitted encumbrances;	0.50
02/19/2021	KVSW	Preparation of Notice re: Mutual Services Agreement	0.60



Date	Initials	Description	Hours
02/21/2021	ASR	Review registration and other requirements; Review requirements regarding AVO;	0.30
02/21/2021	SK	E-mail correspondence with Mr. Roth;	0.20
02/22/2021	SK	E-mail correspondence with Mr. Cherniak; E-mail correspondence with Mr. Roth;	0.60
02/22/2021	ASR	E-mail correspondence regarding requested changes to documents; E-mail correspondence with LRO; Telephone attendance on LRO; E-mail correspondence regarding amendments to AVO;	0.70
02/23/2021	ASR	Attend to AVO matters; Attend to registration documents; Attend to amendment to APS;	0.80
02/23/2021	SK	E-mail correspondence with Mr. Roth; E-mail correspondence with Ms. Van Soelen-White; E-mail correspondence with client; Telephone conference with client; Draft amendment to APS;	1.60
02/23/2021	KVSW	Attend to preparing SPA Notice for registration. Preparation of A&D's for SPA and MSA Notices	0.50
02/24/2021	ASR	Release additional agreements for registration;	0.20
02/24/2021	KVSW	Attend to registering the Notices on title.	0.30
02/24/2021	SK	Draft amendment to APS; E-mail correspondence with client;	0.30
02/25/2021	SK	Draft motion materials; E-mail correspondence with client;	6.00
02/26/2021	SK	Draft motion materials; Finalize and serve motion materials;	7.00
02/28/2021	JC	Review of email correspondence;	0.20
02/28/2021	SK	E-mail correspondence with counsel re motion re thirteenth report;	0.40
Total Hours			54.00
Our Fee:			17,103.00



TK ID	Initials	Name	Title	Rate	Hours	Amount
05212	ASR	A. Roth	Partner	\$500.00	7.30	\$3,650.00
05403	AVK	A. Van Klink	Partner	\$620.00	0.10	\$62.00
10034	DC	D. Countryman	Paraprofession al	\$190.00	0.20	\$38.00
05767	JC	J. Cook	Paraprofession al	\$190.00	11.20	\$2,128.00
05916	KVSW	K. Van Soelen White	Real Estate Coordinator	\$125.00	1.80	\$225.00
05715	SK	S. Kettle	Partner	\$329.34	33.40	\$11,000.00

Taxable Disbursements

Teraview Service Fee	21.80	
Online Searches - Teranet	477.25	
Total Taxable Disbursements	<u>499.05</u>	\$499.05

Non-Taxable Disbursements

Registration Fee	130.60	
Total Non-Taxable Disbursements	<u>130.60</u>	\$130.60

Total Fees and Disbursements **\$17,732.65**

Ontario HST 13% (R119440766)

On Fees		\$2,223.39
On Disbursements		\$64.87

Total Amount Due **\$20,020.91**

E.&O.E.



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255 QUEENS AVENUE, SUITE 2010
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248

March 31, 2021

Invoice Number 3608689

BDO Canada Limited
633 Colborne Street
Suite 100
London, ON N6B 2V3

Attention: Stephen N. Cherniak

To Professional Services Rendered in connection with the following matter(s) including:

Re: Receivership of Banwell Development Corporation
Our File No. 0082873.0010

Date	Initials	Description	Hours
03/01/2021	SK	E-mail correspondence with Mr. Cherniak; E-mail correspondence with Mr. Van Klink; Telephone conference with Mr. Cherniak; E-mail correspondence with Mr. Sasso; Review documents; E-mail correspondence with Mr. Pickard; E-mail correspondence with Mr. Colautti; E-mail correspondence with Mr. Ricci;	1.90
03/03/2021	SK	E-mail correspondence with Mr. Cherniak; E-mail correspondence with various re sale of Banwell Road Parcels 5-10;	0.30
03/04/2021	SK	E-mail correspondence regarding Banwell Road Parcels 5-10 transaction; Telephone discussions with counsel and receiver; E-mail correspondence with Mr. Sasso;	1.50
03/04/2021	AVK	Telephone call with Mr. Cherniak; emails with Mr. Pickard	0.30
03/05/2021	AVK	Emails with Mr. Cherniak regarding shareholder loan	0.10
03/05/2021	SK	E-mail correspondence with Mr. Sasso; E-mail correspondence with Mr. Cherniak; E-mail correspondence with Mr. Millar;	0.20



Date	Initials	Description	Hours
03/08/2021	ASR	Correspondence regarding Masse transfer; Correspondence with committee of adjustment;	0.30
03/08/2021	JC	Various email correspondence;	0.30
03/08/2021	SK	E-mail correspondence with Mr. Flett; Draft a Confidentiality Undertaking;	0.50
03/09/2021	SK	Draft Confidentiality Undertaking; E-mail correspondence with Mr. Sasso; E-mail correspondence with Mr. Millar; E-mail correspondence with client; Draft Undertaking and Holdback Agreement; E-mail correspondence with Mr. Roth; Review Supplementary Receiver's Report; Telephone conference with Mr. Sasso; Telephone conference with Mr. Millar; E-mail correspondence with Mr. Van Klink; E-mail correspondence with client; Telephone conference with Mr. Van Klink;	3.60
03/09/2021	ASR	Correspondence regarding severance;	0.30
03/09/2021	JC	Review of email correspondence;	0.10
03/09/2021	AVK	Reviewing letter from Mr. Sasso	0.10
03/10/2021	SK	Telephone conference with the Receiver and Mr. Sasso; Telephone conference with Mr. Cherniak and Mr. Flett; Revise draft Undertaking and Holdback Agreement; E-mail correspondence with Mr. Roth; E- mail correspondence with Ms. Settingington Goens;	1.60
03/10/2021	ASR	Attend to holdback agreement;	0.20
03/11/2021	SK	Review revised supplementary report to the 13th Report;	0.20
03/11/2021	SK	Telephone conference with Ms. Settingington Goens; E-mail correspondence with Ms. Settingington Goens; E-mail correspondence with Mr. Roth; Telephone discussion with Mr. Roth; Telephone discussion with Mr. Roth and Ms. Cook; Revise draft Undertaking and Holdback Agreement; Telephone conference with Mr. Flett; Telephone conference with Mr. Millar; E-mail correspondence with Mr. Millar; E-mail correspondence with client; E-mail correspondence with Mr. Roth and Ms. Cook; Update service list; Review purchaser's title searches; E-mail	5.60



Date	Initials	Description	Hours
		correspondence with Ms. Settingington Goens;	
03/11/2021	ASR	Review title issues raised; Telephone conference with S. Kettle; E-mail correspondence;	1.40
03/11/2021	JC	Discussions with A. Roth and S. Kettle; various email correspondence;	0.70
03/12/2021	SK	Work on motion re 13th Report; E-mail correspondence with Ms. Settingington Goens; E-mail correspondence with Mr. Roth; E-mail correspondence with Ms. Cook; E-mail correspondence with client;	1.50
03/12/2021	JC	Review of email correspondence; compose email to Land Registry office regarding PIN Corrections;	0.30
03/12/2021	ASR	E-mail correspondence regarding title cleanup matter;	0.20
03/14/2021	SK	Revise draft Supplement to Thirteenth Report; Revise Ancillary Order; Prepare versions of distribution order; E-mail correspondence with Receiver;	3.90
03/15/2021	SK	E-mail correspondence with client; Revise supplementary report; Revise draft orders; E-mail correspondence with Ms. Cook; E-mail correspondence with Ms. Settingington Goens; E-mail correspondence with Mr. Ricci;	2.50
03/15/2021	JC	Review of email correspondence; telephone conference with Land Registry Office; prepare correction charge; review of updated Parcel Registers; various email correspondence;	0.80
03/15/2021	ASR	Attend to title correction matters; E-mail correspondence with LRO;	0.30
03/16/2021	JC	Discussions with S. Kettle and A. Roth; telephone conference with Land Registry Office regarding returned documents; revise documents as per LRO's request; attend to re-registration of same;	1.00
03/16/2021	ASR	Attend to LRO response; Update registrations;	0.30
03/17/2021	SK	Review updated parcel registers; Revise draft approval and vesting order; E-mail correspondence with client; E-mail correspondence with Ms. Settingington Goens;	1.50
03/17/2021	JC	Email correspondence with S. Kettle;	0.10



Date	Initials	Description	Hours
03/17/2021	ASR	Correspondence regarding instruments to include in court order;	0.20
03/18/2021	SK	Draft motion materials;	1.10
03/19/2021	SK	Work on Supplementary Motion Record;	2.50
03/19/2021	AVK	Preparing letter agreement for SWM pond	1.00
03/22/2021	SK	E-mail correspondence with client; Revise and finalize draft orders; Revise and finalize supplementary report; Revise and finalize supplementary motion record; Prepare service letter; E-mail correspondence to service list serving Supplementary Motion Record re Thirteenth Report;	8.30
03/23/2021	SK	E-mail correspondence with purchasers serving Supplementary Motion Record; Prepare affidavit of service; E-mail correspondence with client; E-mail correspondence with Ms. Settingington Goens;	0.60
03/24/2021	SK	E-mail correspondence with Mr. Ball; E-mail correspondence with client;	0.60
03/24/2021	AVK	Email to Mark Nazarewich regarding SWM pond remediation work	0.10
03/25/2021	SK	E-mail correspondence with Mr. Ball; E-mail correspondence with client;	0.10
03/25/2021	AVK	Receive signed letter agreement with City of Windsor	0.10
03/26/2021	SK	E-mail correspondence with client; E-mail correspondence with trial coordinator; Prepare and affiirm affidavit of service;	0.70
03/28/2021	SK	File motion record and supplementary motion record; E-mail correspondence with trial coordinator;	0.80
03/29/2021	SK	E-mail correspondence with trial coordinator; E-mail correspondence with client;	0.10
03/31/2021	AVK	Emails with Mr. Pickard regarding interest on the \$871,000 shareholder loan	0.20
Total Hours			48.00



Our Fee: 19,047.00

TK ID	Initials	Name	Title	Rate	Hours	Amount
05212	ASR	A. Roth	Partner	\$500.00	3.20	\$1,600.00
05403	AVK	A. Van Klink	Partner	\$620.00	1.90	\$1,178.00
05767	JC	J. Cook	Paraprofession al	\$190.00	3.30	\$627.00
05715	SK	S. Kettle	Partner	\$395.00	39.60	\$15,642.00

Non-Taxable Disbursements

Issue Notice of Motion	320.00	
Total Non-Taxable Disbursements	<u>320.00</u>	\$320.00

Total Fees and Disbursements \$19,367.00

Ontario HST 13% (R119440766)

On Fees		\$2,476.11
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Total Amount Due \$21,843.11

E.&O.E.



MILLER THOMSON
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253

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April 30, 2021

Invoice Number 3618918

BDO Canada Limited
633 Colborne Street
Suite 100
London, ON N6B 2V3

Attention: Stephen N. Cherniak

To Professional Services Rendered in connection with the following matter(s) including:

Re: Receivership of Banwell Development Corporation
Our File No. 0082873.0010

Date	Initials	Description	Hours
04/05/2021	SK	E-mail correspondence with client; E-mail correspondence with Ms. Settrington;	0.10
04/06/2021	SK	Review notice of change of lawyer; Update service list; E-mail correspondence with Ms. Settrington; E-mail correspondence with client;	0.40
04/07/2021	SK	E-mail correspondence with Mr. Van Klink; Review voice message from RSJ Thomas;	0.10
04/08/2021	SK	Telephone conference with Mr. Justice Thomas; Telephone conference with Mr. Cherniak;	1.00
04/09/2021	SK	E-mail correspondence with client;	0.10
04/12/2021	SK	E-mail correspondence with trial coordinator; Review endorsement; E-mail correspondence with client; Prepare letter to service list;	0.80
04/13/2021	SK	E-mail correspondence with client;	0.10
04/13/2021	SK	E-mail correspondence with client;	0.10
04/13/2021	JC	Various email correspondence regarding closing date and issued orders;	0.30
04/13/2021	ASR	E-mail correspondence regarding lot transfers;	0.20



Date	Initials	Description	Hours
04/14/2021	SK	E-mail correspondence with Court re issued orders; Prepare service letter; E-mail correspondence re same; E-mail correspondence with counsel;	0.50
04/14/2021	JC	Various email correspondence with client and purchaser's solicitor regarding upcoming sale;	0.20
04/14/2021	ASR	Attend to filed court order;	0.20
04/15/2021	JC	Email correspondence with real estate brokerage and purchaser's solicitor;	0.10
04/15/2021	ASR	Attend to sale of blocks; Correspondence with counsel to purchaser;	0.30
04/15/2021	SK	E-mail correspondence with Mr. Millar; E-mail correspondence with client;	0.10
04/16/2021	JC	Review of requisition letter; draft response to requisitions and ancillary documents; draft Teraview documents and message to other solicitor; various e-mail correspondence;	2.10
04/16/2021	ASR	E-mail correspondence regarding closing matters; Attend to response to requisitions;	0.30
04/19/2021	JC	Review of email correspondence; revise documents; email correspondence with client;	0.30
04/19/2021	ASR	E-mail correspondence;	0.30
04/20/2021	JC	Various email correspondence with client and Purchaser's lawyer;	0.10
04/20/2021	ASR	E-mail correspondence regarding closing documents;	0.20
04/21/2021	ASR	Follow up with counsel for purchaser; Attend to closing documents;	0.30
04/21/2021	JC	Finalize signing package and prepare DocuSign envelope; email correspondence;	0.30
04/21/2021	SK	E-mail correspondence with client; Telephone conference with client and Mr. Stamp;	0.50
04/22/2021	SK	Review requisition letter; Review response; E-mail correspondence with Receiver; Telephone conference with Receiver; Review further requisition letter; E-mail correspondence with Mr. Roth and Ms. Cook;	1.90



Date	Initials	Description	Hours
04/22/2021	ASR	Telephone attendance regarding additional requisition; Instructions to clerk;	0.40
04/22/2021	JC	Review of email correspondence;	0.10
04/23/2021	SK	E-mail correspondence with client; E-mail correspondence with Ms. Settingington Goens; Telephone conferences with Mr. Cherniak; Telephone conferences with Ms. Settingington Goens; E-mail correspondence with Mr. Roth and Ms. Cook; Draft Amendment to Undertaking and Holdback Agreement;	4.20
04/23/2021	JC	Prepare closing package to purchaser's solicitor; various e-mail correspondence; discussions with A. Roth; draft and revise documents; attend to HST registry search;	1.20
04/23/2021	ASR	Attend to undertaking and closing matters; Attend to funds; Extension of closing;	0.70
04/26/2021	JC	E-mail correspondence with Purchaser's solicitor and client and outside parties; attend to various matters to facilitate closing including finalizing Application for Vesting Order; draft final report to client;	1.10
04/26/2021	ASR	Attend to closing and funds;	0.30
04/26/2021	SK	E-mail correspondence with Ms. Peterson; E-mail correspondence with client;	0.10
04/29/2021	SK	Review letter from Mr. Cherniak re Receiver's Certificate; Prepare letter to Court re filing same; E-mail correspondence with client re same;	0.20
		Total Hours	19.20
		Our Fee:	6,731.00



TK ID	Initials	Name	Title	Rate	Hours	Amount
05212	ASR	A. Roth	Partner	\$500.00	3.20	\$1,600.00
05767	JC	J. Cook	Paraprofession al	\$190.00	5.80	\$1,102.00
05715	SK	S. Kettle	Partner	\$395.00	10.20	\$4,029.00

Taxable Disbursements

Delivery	13.42	
Total Taxable Disbursements	<u>13.42</u>	\$13.42

Total Fees and Disbursements **\$6,744.42**

Ontario HST 13% (R119440766)

On Fees		\$875.03
On Disbursements		\$1.74

Total Amount Due **\$7,621.19**

E.&O.E.



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July 20, 2021

Invoice Number 3648597

BDO Canada Limited
633 Colborne Street
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London, ON N6B 2V3

Attention: Stephen N. Cherniak

To Professional Services Rendered in connection with the following matter(s) including:

Re: Receivership of Banwell Development Corporation
Our File No. 0082873.0010

Date	Initials	Description	Hours
05/03/2021	SK	Receive filed Receiver's Certificate;	0.10
05/11/2021	SK	E-mail correspondence with Mr. Millar; E-mail correspondence with client;	0.20
05/12/2021	JC	Email correspondence with planner regarding registered documents;	0.10
05/13/2021	JC	Email correspondence with M. Stamp;	0.10
05/27/2021	JC	Review of email correspondence;	0.10
05/27/2021	ASR	E-mail correspondence regarding consent;	0.20
05/31/2021	JC	Review of email correspondence;	0.10
05/31/2021	SK	E-mail correspondence with Ms. Settrington Goens; E-mail correspondence with client;	0.20
06/10/2021	JC	Email correspondence with M. Stamp regarding sale of Part 24;	0.10
06/10/2021	ASR	E-mail correspondence with planner;	0.20
06/21/2021	SK	E-mail correspondence with Mr. Flett; E-mail correspondence with Ms. Settrington Goens; E-mail correspondence with Mr. Millar;	0.30



Date	Initials	Description	Hours
06/21/2021	ASR	E-mail correspondence regarding conditions;	0.20
06/21/2021	JC	Review of Consent Decision; compose email to Secretary of the Committee of Adjustments;	0.20
06/22/2021	JC	Email correspondence with Committee of Adjustments regarding completed consent Certificate; revise documents;	0.50
06/25/2021	JC	Various email correspondence regarding Consent and registration;	0.20
06/25/2021	ASR	E-mail correspondence regarding Part 24 closing;	0.20
06/28/2021	JC	Email correspondence regarding registration of Part 24;	0.10
06/28/2021	ASR	Correspondence regarding Masse closing;	0.20
06/29/2021	JC	Email correspondence regarding sale of Part 24 to Masse;	0.10
06/29/2021	ASR	E-mail correspondence with counsel;	0.20
06/29/2021	SK	E-mail correspondence with Ms. Jolly; E-mail correspondence with Ms. Cook; Telephone conference with Ms. Cook;	0.20
06/30/2021	JC	Email correspondence with Purchaser's lawyer regarding returned Application;	0.10
06/30/2021	SK	E-mail correspondence with Ms. Cook;	0.10
Total Hours			4.00

Our Fee: 1,357.50

TK ID	Initials	Name	Title	Rate	Hours	Amount
05212	ASR	A. Roth	Partner	\$500.00	1.20	\$600.00
05767	JC	J. Cook	Paraprofession al	\$190.00	1.70	\$323.00
05715	SK	S. Kettle	Partner	\$395.00	1.10	\$434.50



Taxable Disbursements

Online Searches - Teranet 34.85

Total Taxable Disbursements 34.85 \$34.85

Total Fees and Disbursements **\$1,392.35**

Ontario HST 13% (R119440766)

On Fees \$176.48

On Disbursements \$4.53

Total Amount Due **\$1,573.36**

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260

September 30, 2021

Invoice Number 3671788

BDO Canada Limited
633 Colborne Street
Suite 100
London, ON N6B 2V3

Attention: Stephen N. Cherniak

To Professional Services Rendered in connection with the following matter(s) including:

Re: Receivership of Banwell Development Corporation
Our File No. 0082873.0010

Date	Initials	Description	Hours
07/12/2021	ASR	E-mail correspondence regarding closing;	0.20
07/13/2021	JC	Follow up with purchaser's lawyer regarding status of registration;	0.10
07/14/2021	JC	Follow up with Purchaser's lawyer regarding Part 24;	0.10
07/16/2021	JC	Follow up with Purchaser's lawyer;	0.10
07/19/2021	JC	Follow up with other lawyer regarding registration;	0.10
07/20/2021	JC	Follow up with Dr. Masse's solicitor regarding the sale of Part 24; email correspondence with client regarding corporate profiles; prepare and submit order to HIVE to complete corporate profile searches;	0.20
07/20/2021	ASR	Follow up with counsel regarding closing; Attend to search request;	0.20
07/20/2021	HC	Obtain Ontario Corporate Profile Reports against 1137122 Ontario Limited, 1185734 Ontario Inc. and 692126 Ontario Ltd.;	0.40
07/21/2021	JC	Follow up with Purchaser's solicitor regarding sale of Part 24;	0.10
07/22/2021	JC	Follow up With Dr. Masse's lawyer regarding the sale	0.10



Date	Initials	Description	Hours
		of Part 24;	
07/23/2021	JC	Follow up with Dr. Masse's solicitor re sale of Part 24;	0.10
07/26/2021	JC	Follow up with Dr. Masse's lawyer regarding closing;	0.10
07/27/2021	JC	Email correspondence with client and Dr. Masse's solicitor regarding closing and fees;	0.20
07/27/2021	ASR	Attend to Masse closing terms;	0.20
07/28/2021	JC	Revise documents; review of executed documents received from Purchaser's lawyer; various email correspondence;	0.50
07/28/2021	ASR	Correspondence regarding Masse closing;	0.20
07/29/2021	JC	Review of email correspondence; draft and revise documents; discussions with A. Roth and S. Kettle; telephone conference with Purchaser's solicitor; prepare accounting forms;	1.70
07/29/2021	ASR	Attend to funds; Attend to correspondence regarding replacement AVO; E-mail correspondence regarding title issues; Attend to extension of closing;	0.60
07/29/2021	SK	Telephone conference with Ms. Cook; E-mail correspondence with Ms. Cook;	0.40
08/03/2021	ASR	E-mail correspondence with counsel;	0.20
08/03/2021	SK	E-mail correspondence with Ms. Cook; Telephone conference with Ms. Cook;	0.20
08/03/2021	JC	Review of email correspondence from Purchaser's solicitor regarding Part 24; discussions with S. Kettle regarding same; review of legal description in Parcel Register and Revised Order;	0.40
08/04/2021	SK	E-mail correspondence with client;	0.60
08/04/2021	JC	Review of email correspondence;	0.10
08/04/2021	ASR	Attend to response to title issues;	0.20
08/10/2021	JC	Email correspondence with Purchaser's solicitor and client; finalize report book to client re sale of Part 24;	0.40
08/10/2021	ASR	Attend to closing of Masse transaction;	0.30
08/10/2021	SK	E-mail correspondence with Ms. Cook;	0.10



Date	Initials	Description	Hours
08/11/2021	ASR	Attend to funds;	0.20
08/12/2021	JC	Compose email to client regarding wire transfer for sale proceeds;	0.10
08/16/2021	ASR	Instructions regarding investment funds;	0.20
09/01/2021	JC	Email correspondence with client and City's legal department regarding reserve blocks;	0.10
09/02/2021	JC	Draft documents for conveyance of reserve blocks; various email correspondence;	0.50
09/07/2021	JC	Email correspondence with City's legal department regarding Phase 4 reserve blocks;	0.10
09/08/2021	JC	Email correspondence with client and City's legal department;	0.10
09/13/2021	JC	Email correspondence with client and City's legal department finalizing registration of Application for Vesting Order;	0.20
09/17/2021	SK	E-mail correspondence with Ms. Kuehl re Notice of Intention to Act in Person of Kevin D'Amore; Update service list;	0.10
09/29/2021	SK	E-mail correspondence with Ms. Jolly; E-mail correspondence with Ms. Cook; Telephone conference with Ms. Cook;	0.90
09/29/2021	JC	Discussions with S. Kettle and Ricci, Ennis, Rollier & Settrington re Application for Vesting Order; email correspondence with Land Registry Office;	0.50
09/29/2021	ASR	E-mail correspondence regarding previous transfer;	0.20
09/30/2021	ASR	E-mail correspondence with counsel;	0.20
Total Hours			11.50

Our Fee: 3,611.50



TK ID	Initials	Name	Title	Rate	Hours	Amount
05212	ASR	A. Roth	Partner	\$500.00	2.90	\$1,450.00
10032	HC	H. Coulter	Law Clerk	\$215.00	0.40	\$86.00
05767	JC	J. Cook	Paraprofession al	\$190.00	5.90	\$1,121.00
05715	SK	S. Kettle	Partner	\$415.00	2.30	\$954.50

Non-Taxable Disbursements

Filing Fee	46.80	
Total Non-Taxable Disbursements	<u>46.80</u>	\$46.80

Total Fees and Disbursements **\$3,658.30**

Ontario HST 13% (R119440766)

On Fees		\$469.50
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Total Amount Due **\$4,127.80**

E.&O.E.



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264

October 31, 2021

Invoice Number 3684370

BDO Canada Limited
633 Colborne Street
Suite 100
London, ON N6B 2V3

Attention: Stephen N. Cherniak

To Professional Services Rendered in connection with the following matter(s) including:

Re: Receivership of Banwell Development Corporation
Our File No. 0082873.0010

Date	Initials	Description	Hours
10/19/2021	JC	Review of email correspondence; compose email to Marnie Setterington regarding LRO certification issues;	0.20
10/20/2021	JC	Discussions with S. Kettle and A. Roth; various email correspondence regarding uncertified Application for Vesting Order;	1.30
10/20/2021	SK	E-mail correspondence with Ms. Setterington Goens; Telephone conference with Ms. Cook and Mr. Roth;	1.00
10/20/2021	ASR	Attend to issue related to writs;	0.50
10/21/2021	ASR	Attend to title issue relating to writs;	0.30
10/21/2021	SK	E-mail correspondence with Ms. Setterington-Goens; E-mail correspondence with Mr. Roth and Ms. Cook; Telephone conference with Mr. Cherniak; E-mail correspondence with LRO;	0.80
10/21/2021	JC	Review of email correspondence; discussions with A. Roth;	0.20
10/22/2021	SK	E-mail correspondence with Ms. Setterington Goens;	0.60
10/22/2021	JC	Review of email correspondence; telephone conference with S. Kettle an A. Roth;	0.30



Date	Initials	Description	Hours
10/22/2021	ASR	Attend to writ issues;	0.40
10/25/2021	JC	Review of email correspondence;	0.10
10/28/2021	JC	Review of email correspondence;	0.10
Total Hours			5.80

Our Fee: 2,014.00

TK ID	Initials	Name	Title	Rate	Hours	Amount
05212	ASR	A. Roth	Partner	\$500.00	1.20	\$600.00
05767	JC	J. Cook	Paraprofession al	\$190.00	2.20	\$418.00
05715	SK	S. Kettle	Partner	\$415.00	2.40	\$996.00

Ontario HST 13% (R119440766)
On Fees \$261.82

Total Amount Due \$2,275.82

E.&O.E.



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266

December 31, 2021

Invoice Number 3712140

BDO Canada Limited
633 Colborne Street
Suite 100
London, ON N6B 2V3

Attention: Stephen N. Cherniak

To Professional Services Rendered in connection with the following matter(s) including:

Re: Receivership of Banwell Development Corporation
Our File No. 0082873.0010

Date	Initials	Description	Hours
11/29/2021	JC	Review of email correspondence; email correspondence with A. Roth and S. Kettle;	0.10
11/29/2021	ASR	Attend to inquiry with respect to receiver's certificate and AVO;	0.20
11/30/2021	JC	Review of email correspondence from client; obtain copy of updated parcel register; email correspondence with client regarding same;	0.10
12/01/2021	ASR	E-mail correspondence regarding issue with vesting order;	0.20
12/01/2021	SK	E-mail correspondence with Ms. Cook;	0.10
12/02/2021	JC	Discussions with S. Kettle and J. Giorgio regarding returned Application for Vesting Order; email correspondence with City's legal department regarding returned vesting order for reserve blocks;	0.70
12/02/2021	SK	Telephone conference with Ms. Cook re certification of approval and vesting order;	0.40
12/02/2021	ASR	Email correspondence and telephone attendance on counsel for Dr. Masse regarding easement registration;	0.40



Date	Initials	Description	Hours
12/09/2021	ASR	Review issues related to transfer of undeveloped lot; Email correspondence with Masse counsel;	0.40
12/09/2021	JC	Review of email correspondence; discussions with A. Roth regarding sale of Block 123;	0.20
12/13/2021	JC	Various email correspondence with client, Purchaser's solicitor and Committee of Adjustments regarding revised consent certificate;	0.30
12/14/2021	JC	Email correspondence with client and Secretary of the Committee of Adjustments regarding revised consents;	0.20
12/14/2021	ASR	Email correspondence regarding transfer matters;	0.20
12/15/2021	JC	Review of email correspondence and updated consent certificates; email correspondence with outside counsel regarding same;	0.20
12/15/2021	ASR	Email correspondence regarding amendment to easement transfer;	0.20
12/16/2021	ASR	Correspondence with committee of adjustment regarding approvals;	0.20
12/20/2021	JC	Follow up regarding correcting documents;	0.10
12/20/2021	ASR	Follow up with counsel regarding transfer;	0.20
12/21/2021	JC	Follow up regarding Part 24;	0.10
12/23/2021	ASR	Email correspondence regarding transfer of remnant lot;	0.20
12/24/2021	JC	Follow up with Joseph Giorgio regarding additional registrations;	0.10
12/24/2021	ASR	Email correspondence regarding transfer;	0.20
Total Hours			5.00

Our Fee: **1,806.50**



TK ID	Initials	Name	Title	Rate	Hours	Amount
05212	ASR	A. Roth	Partner	\$500.00	2.40	\$1,200.00
05767	JC	J. Cook	Paraprofession nal	\$190.00	2.10	\$399.00
05715	SK	S. Kettle	Partner	\$415.00	0.50	\$207.50

Taxable Disbursements

Online Searches - Teranet	37.55	
Total Taxable Disbursements	<u>37.55</u>	\$37.55

Total Fees and Disbursements **\$1,844.05**

Ontario HST 13% (R119440766)

On Fees		\$234.85
On Disbursements		\$4.88

Total Amount Due **\$2,083.78**

E.&O.E.



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269

January 31, 2022

Invoice Number 3719779

BDO Canada Limited
 633 Colborne Street
 Suite 100
 London, ON N6B 2V3

Attention: Stephen N. Cherniak

To Professional Services Rendered in connection with the following matter(s) including:

Re: Receivership of Banwell Development Corporation
Our File No. 0082873.0010

Date	Initials	Description	Hours
01/04/2022	JC	Review of email correspondence; follow up with J. Giorgi regarding additional documents;	0.10
01/04/2022	ASR	Receive instructions regarding agreement to be drafted;	0.20
01/05/2022	JC	Review of email correspondence;	0.10
01/07/2022	ASR	Attend to draft agreement;	0.20
01/07/2022	JC	Email correspondence with J. Giorgi regarding outstanding documents;	0.10
01/18/2022	JC	Review of email correspondence;	0.10
01/19/2022	JC	Review of email correspondence; obtain copy of requested corporate profile; email correspondence regarding same;	0.20
01/19/2022	HC	Obtain Ontario Corporate Profile Report against 1544931 Ontario Inc.;	0.10
01/19/2022	ASR	Draft purchase agreement; Email correspondence;	0.90
01/24/2022	ASR	Email correspondence with lawyer regarding sale of vacant lot;	0.20



Date	Initials	Description	Hours
01/24/2022	JC	Review of email correspondence;	0.10
01/26/2022	JC	Review of email correspondence;	0.10
01/26/2022	ASR	Email correspondence with counsel;	0.20
Total Hours			2.60

Our Fee: 1,118.50

TK ID	Initials	Name	Title	Rate	Hours	Amount
05212	ASR	A. Roth	Partner	\$550.00	1.70	\$935.00
10032	HC	H. Coulter	Law Clerk	\$235.00	0.10	\$23.50
05767	JC	J. Cook	Paraprofessional	\$200.00	0.80	\$160.00

Taxable Disbursements

Corporate Profile Search/Report	7.60	
Total Taxable Disbursements	7.60	\$7.60

Non-Taxable Disbursements

Other Non Taxable Charges	8.00	
Total Non-Taxable Disbursements	8.00	\$8.00

Total Fees and Disbursements \$1,134.10

Ontario HST 13% (R119440766)

On Fees	\$145.41
On Disbursements	\$0.99

Total Amount Due \$1,280.50

E.&O.E.



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MILLERTHOMSON.COM

271

April 30, 2022

Invoice Number 3752939

BDO Canada Limited
633 Colborne Street
Suite 100
London, ON N6B 2V3

Attention: Stephen N. Cherniak

To Professional Services Rendered in connection with the following matter(s) including:

Re: Receivership of Banwell Development Corporation
Our File No. 0082873.0010

Date	Initials	Description	Hours
02/03/2022	JC	Follow up with outside counsel regarding outstanding undertaking;	0.10
02/08/2022	JC	Review of email correspondence; email correspondence with client;	0.30
02/08/2022	ASR	Attend to purchase agreement; Email correspondence with counsel;	0.30
02/09/2022	SK	E-mail correspondence with Ms. Settingington Goens; E-mail correspondence with Mr. Gauthier; E-mail correspondence with client;	0.10
02/09/2022	JC	Review of email correspondence;	0.10
02/17/2022	JC	Review of email correspondence;	0.10
02/17/2022	ASR	Further drafting of agreement; Email correspondence;	0.30
02/18/2022	JC	Review of email correspondence; prepare blackline copies of documents for residential lot sale; email correspondence regarding same; follow up on status of outstanding undertaking;	0.20
02/18/2022	ASR	Correspondence regarding amendments to agreement;	0.20



Date	Initials	Description	Hours
02/24/2022	JC	Review of email correspondence; follow up with outside counsel regarding sale of Block 123; email correspondence with J. Giorgi regarding sale to Dr. Masse of Part 24 and LRO correction requirements;	0.10
02/24/2022	ASR	Email correspondence regarding purchase agreement;	0.20
02/28/2022	JC	Review of email correspondence; Email correspondence with J. Giorgi regarding revised Application for Vesting Order;	0.10
03/02/2022	JC	Review of email correspondence;	0.10
03/03/2022	ASR	Email correspondence regarding purchase agreement;	0.20
03/04/2022	JC	Email correspondence with J. Giorgi regarding corrected Application for Vesting Order and additional easement;	0.30
03/04/2022	ASR	Email correspondence with counsel;	0.20
03/06/2022	ASR	Email correspondence with counsel regarding registrations;	0.20
03/07/2022	JC	Review of email correspondence;	0.10
03/10/2022	AVK	Emails with Mr. Williams and receiver on status of receivership	0.10
03/11/2022	JC	Follow up with J. Giorgi regarding additional easement;	0.10
03/18/2022	JC	Follow up with outside counsel regarding revised easement required for Part 24;	0.10
03/22/2022	SK	E-mail correspondence with Ms McKinstry; E-mail correspondence with Mr. Van Klink; E-mail correspondence with client;	0.20
04/01/2022	JC	Follow up with J. Giorgi regarding additional easement;	0.10
04/12/2022	ASR	Email correspondence regarding APS;	0.20
04/12/2022	JC	Review of email correspondence;	0.10
04/13/2022	JC	Review of email correspondence;	0.10
04/14/2022	JC	Review of email correspondence;	0.10
04/14/2022	ASR	Email correspondence regarding lot transfer;	0.20



Total Hours **4.50**

Our Fee: **1,720.00**

TK ID	Initials	Name	Title	Rate	Hours	Amount
05212	ASR	A. Roth	Partner	\$550.00	2.00	\$1,100.00
05403	AVK	A. Van Klink	Partner	\$650.00	0.10	\$65.00
05767	JC	J. Cook	Paraprofession al	\$200.00	2.10	\$420.00
05715	SK	S. Kettle	Partner	\$450.00	0.30	\$135.00

Ontario HST 13% (R119440766)
On Fees \$223.60

Total Amount Due **\$1,943.60**

E.&O.E.



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274

July 29, 2022

Invoice Number 3778463

BDO Canada Limited
633 Colborne Street
Suite 100
London, ON N6B 2V3

Attention: Stephen N. Cherniak

To Professional Services Rendered in connection with the following matter(s) including:

Re: Receivership of Banwell Development Corporation
Our File No. 0082873.0010

Date	Initials	Description	Hours
05/02/2022	JC	Review of email correspondence;	0.10
05/02/2022	ASR	Attend to drafting of agreement; Email correspondence;	0.40
05/03/2022	JC	Follow up with outside counsel regarding status of outstanding undertaking;	0.10
05/05/2022	JC	Review of email correspondence; discussions with A. Roth;	0.20
05/05/2022	ASR	Email correspondence regarding lot transfer;	0.20
05/06/2022	JC	Review of email correspondence; email correspondence regarding Mutual Services Agreement;	0.10
05/06/2022	ASR	Instructions to clerk;	0.20
05/10/2022	JC	Review of email correspondence; prepare DocuSign envelope to client with Agreement of Purchase and Sale; email correspondence regarding same;	0.20
05/10/2022	ASR	Email correspondence regarding executed agreement;	0.20
05/11/2022	ASR	Email correspondence regarding tax matters and encumbrances;	0.20



Date	Initials	Description	Hours
05/11/2022	JC	Review of documents received from client regarding property tax adjustments; email correspondence regarding next steps;	0.20
05/12/2022	JC	Review of email correspondence and file; review of Parcel Register; telephone conference with T. Van Klink regarding same; discussions with A. Roth;	0.60
05/12/2022	ASR	Instructions to clerk regarding discharge matters;	0.20
05/16/2022	JC	Review of email correspondence from client regarding property tax adjustments; email correspondence with client regarding same;	0.10
05/17/2022	ASR	Email correspondence;	0.20
05/24/2022	AVK	Reviewing APS, parcel register, Appointment Order and Omnibus AVO; consider options for completing sale of Block 123 and communicating with Ms. Cook thereon	0.40
05/24/2022	AVK	Reviewing D'Amore Construction Assignment Agreement and Direction and communicating with Mr. Cherniak with respect to same	0.20
05/24/2022	ASR	Email correspondence regarding transfer options;	0.20
05/25/2022	JC	Review of email correspondence;	0.10
05/25/2022	ASR	Correspondence regarding mode of transfer of interest in lot;	0.20
05/26/2022	JC	Email correspondence with client and Purchaser's solicitor regarding requirement for AVO;	0.30
05/26/2022	ASR	Instructions to clerk; Email correspondence;	0.20
05/27/2022	JC	Review of email correspondence; follow up with outside counsel regarding status of outstanding Undertaking;	0.20
05/27/2022	ASR	Email correspondence regarding transfer;	0.20
05/31/2022	JC	Follow up with Purchaser's solicitor;	0.10
06/01/2022	JC	Review of email correspondence; revise Mutual Services Agreement; various email correspondence regarding outstanding items for sale of Block 123;	0.60
06/03/2022	JC	Follow up with outside counsel regarding status of outstanding Undertaking; email correspondence with	0.40



Date	Initials	Description	Hours
		Purchaser's solicitor regarding Block 123; discussions with A. Roth;	
06/03/2022	ASR	Correspondence regarding additional discharges required;	0.30
06/06/2022	JC	Follow up with Purchaser's solicitor; draft and revise documents; email correspondence regarding same; review of requisition letter; draft response;	1.00
06/06/2022	ASR	Email correspondence with counsel;	0.20
06/07/2022	JC	Discussions with A. Roth; draft and revise documents; various email correspondence with client, Dr. Masse's solicitor and purchaser's solicitor; finalize requisition letter; regarding outstanding items for closing; prepare DocuSign envelope; review of executed documents;	1.90
06/07/2022	ASR	Attend to response to requisitions and closing documentation; Email correspondence regarding consent document;	0.50
06/08/2022	ASR	Attend to drafting of undertaking;	0.40
06/08/2022	JC	Review of email correspondence; revise documents; various email correspondence regarding same; draft Undertaking;	0.80
06/09/2022	JC	Various email correspondence with Purchaser's solicitor and client; review of executed documents; finalize documents for registration; discussion with A; Roth;	0.50
06/09/2022	ASR	Instructions to clerk; Attend to undertaking;	0.30
06/13/2022	ASR	Attend to closing of lot transfer;	0.40
06/13/2022	JC	Various email correspondence with purchaser's solicitor regarding closing; finalize and attend to registration of discharges, Application and Notice; review of documents; various email correspondence with client; attend to various matters to facilitate closing;	0.40
06/14/2022	ASR	Email correspondence regarding transfer of SWM pond;	0.20
06/14/2022	JC	Email correspondence regarding Transfer of Storm water pond;	0.10



Date	Initials	Description	Hours
06/16/2022	JC	Review of email correspondence and draft Transfer; prepare Acknowledgment and Direction for storm water pond; email correspondence with client regarding same; prepare DocuSign;	0.20
06/20/2022	JC	Review of email correspondence; follow up with J. Giorgi regarding outstanding matters; email correspondence with client and City regarding transfer of storm water pond;	0.20
06/20/2022	ASR	Attend to transfer of SWM pond;	0.30
06/22/2022	JC	Various email correspondence with City of Windsor and client regarding registration of Transfer for Storm Water Pond;	0.10
06/23/2022	JC	Follow up with outside counsel regarding status of unfulfilled undertaking;	0.10
06/28/2022	JC	Review of email correspondence; email correspondence regarding final property tax bill for Block 123; Follow up with outside counsel regarding status of unfulfilled undertaking;	0.20
06/28/2022	ASR	Email correspondence regarding property tax matter;	0.20
07/04/2022	JC	Follow up with outside counsel regarding status of unfulfilled undertaking;	0.10
07/05/2022	JC	Follow up with outside counsel regarding status of unfulfilled undertaking;	0.10
07/06/2022	JC	Follow up with outside counsel regarding status of unfulfilled undertaking;	0.10
		Total Hours	14.90

Our Fee: **5,073.00**



TK ID	Initials	Name	Title	Rate	Hours	Amount
05212	ASR	A. Roth	Partner	\$550.00	5.20	\$2,860.00
05403	AVK	A. Van Klink	Partner	\$650.00	0.60	\$390.00
05767	JC	J. Cook	Paraprofession al	\$200.33	9.10	\$1,823.00

Taxable Disbursements

Teraview Service Fee	44.20	
Total Taxable Disbursements	<u>44.20</u>	\$44.20

Non-Taxable Disbursements

Registration Fee	265.20	
Total Non-Taxable Disbursements	<u>265.20</u>	\$265.20

Total Fees and Disbursements **\$5,382.40**

Ontario HST 13% (R119440766)

On Fees		\$659.49
On Disbursements		\$5.75

Total Amount Due **\$6,047.64**

E.&O.E.



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November 30, 2022

Invoice Number 3824458

BDO Canada Limited
633 Colborne Street
Suite 100
London, ON N6B 2V3

Attention: Stephen N. Cherniak

To Professional Services Rendered in connection with the following matter(s) including:

**Re: Receivership of Banwell Development Corporation
Our File No. 0082873.0010**

Date	Initials	Description	Hours
07/20/2022	JC	Follow up with outside counsel regarding status of unfulfilled undertaking;	0.10
07/22/2022	JC	Follow up with outside counsel regarding status of unfulfilled undertaking;	0.10
07/26/2022	JC	Follow up with outside counsel regarding status of unfulfilled undertaking;	0.10
08/18/2022	JC	Follow up with outside counsel regarding status of unfulfilled undertaking;	0.10
08/24/2022	JC	Follow up with outside counsel regarding status of unfulfilled undertaking;	0.10
08/30/2022	JC	Follow up with outside counsel regarding status of unfulfilled undertaking;	0.10
09/06/2022	JC	Follow up with outside counsel regarding status of unfulfilled undertaking;	0.10
09/09/2022	JC	Follow up with outside counsel regarding status of unfulfilled undertaking;	0.10
09/12/2022	JC	Draft final report book index; compile enclosures; finalize report to client; email correspondence regarding same;	0.50



Date	Initials	Description	Hours
09/19/2022	JC	Follow up with outside counsel regarding status of unfulfilled undertaking;	0.10
09/21/2022	ASR	Email correspondence regarding funds held in trust;	0.20
09/30/2022	JC	Follow up with outside counsel regarding status of unfulfilled undertaking;	0.10
10/05/2022	JC	Follow up with outside counsel regarding status of unfulfilled undertaking;	0.10
10/14/2022	JC	Follow up with outside counsel regarding status of unfulfilled undertaking;	0.10
10/21/2022	JC	Follow up with outside counsel regarding status of unfulfilled undertaking;	0.10
10/24/2022	JC	Email correspondence with outside counsel regarding unfulfilled undertaking;	0.10
10/28/2022	JC	Follow up with outside counsel regarding status of unfulfilled undertaking;	0.10
11/02/2022	JC	Follow up with outside counsel regarding status of unfulfilled undertaking;	0.10
11/11/2022	JC	Follow up with outside counsel regarding status of unfulfilled undertaking;	0.10
11/16/2022	JC	Follow up with outside counsel regarding status of unfulfilled undertaking;	0.10
11/25/2022	JC	Post closing follow up with outside counsel regarding status of unfulfilled undertaking;	0.10
Total Hours			2.60

Our Fee: 614.00

TK ID	Initials	Name	Title	Rate	Hours	Amount
05212	ASR	A. Roth	Partner	\$550.00	0.20	\$110.00
05767	JC	J. Cook	Paraprofessional	\$210.00	2.40	\$504.00



Ontario HST 13% (R119440766)
On Fees

\$79.82

Total Amount Due

\$693.82

E.&O.E.



December 31, 2022

Invoice Number 3840871

BDO Canada Limited
633 Colborne Street
Suite 100
London, ON N6B 2V3

Attention: Stephen N. Cherniak

To Professional Services Rendered in connection with the following matter(s) including:

Re: Receivership of Banwell Development Corporation
Our File No. 0082873.0010

Date	Initials	Description	Hours
12/01/2022	JC	Post closing follow up with outside counsel regarding status of unfulfilled undertaking;	0.10
12/02/2022	JC	Post closing follow up with outside counsel regarding status of unfulfilled undertaking;	0.10
12/02/2022	ASR	Follow up with BDO regarding additional instructions for outstanding matters;	0.20
12/05/2022	JC	Post closing follow up with outside counsel regarding status of unfulfilled undertaking;	0.10
12/06/2022	JC	Post closing follow up with outside counsel regarding status of unfulfilled undertaking;	0.10
12/09/2022	ASR	Email correspondence regarding instructions for release of holdback;	0.20
12/12/2022	JC	Review of email correspondence; compose email to T. Katz regarding release of holdback funds; email correspondence with client;	0.30
12/12/2022	ASR	Email correspondence; follow up with counsel; instructions regarding outstanding matters;	0.30
12/13/2022	ASR	Email correspondence regarding remaining matters;	0.30



Date	Initials	Description	Hours
		review outstanding easement obligations;	
12/13/2022	JC	Discussions with A. Roth; email correspondence with client regarding outstanding obligations;	0.20
12/14/2022	ASR	Email correspondence with counsel regarding release of holdback funds; Attend to holdback funds;	0.20
12/14/2022	JC	Various email correspondence regarding release of holdback funds; discussions with A. Roth regarding same;	0.20
12/16/2022	JC	Post closing follow up with outside counsel regarding status of unfulfilled undertaking;	0.10
12/19/2022	JC	Prepare accounting forms for release of holdback funds; various email correspondence regarding same;	0.30
12/19/2022	ASR	Attend to release of holdback;	0.20
Total Hours			2.90

Our Fee: 1,085.00

TK ID	Initials	Name	Title	Rate	Hours	Amount
05212	ASR	A. Roth	Partner	\$550.00	1.40	\$770.00
05767	JC	J. Cook	Paraprofessional	\$210.00	1.50	\$315.00

Ontario HST 13% (R119440766)
On Fees \$141.05

Total Amount Due \$1,226.05

E.&O.E.



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MILLERTHOMSON.COM

284

February 28, 2023

Invoice Number 3859342

BDO Canada Limited
633 Colborne Street
Suite 100
London, ON N6B 2V3

Attention: Stephen N. Cherniak

To Professional Services Rendered in connection with the following matter(s) including:

Re: Receivership of Banwell Development Corporation
Our File No. 0082873.0010

Date	Initials	Description	Hours
01/04/2023	JC	Post closing follow up with outside counsel regarding status of unfulfilled undertaking;	0.10
01/05/2023	JC	Compose email to Dr. Masse regarding outstanding items;	0.30
01/10/2023	JC	Email correspondence with client regarding outstanding issues with Mr. Giorgi;	0.10
01/13/2023	JC	Draft email to outside counsel regarding issues with Joseph Giorgi;	0.60
01/17/2023	ASR	Correspondence to various parties regarding outstanding easement to be transferred;	0.20
01/17/2023	JC	Finalize email to all parties regarding outstanding issues with Giorgi;	0.10
01/24/2023	ASR	Email correspondence with counsel; instructions to clerk;	0.20
01/24/2023	JC	Discussions with A. Roth; various email correspondence regarding response from J. Giorgi;	0.20
01/25/2023	JC	Email correspondence with T. Katz regarding easement with J. Giorgi;	0.10



Date	Initials	Description	Hours
01/31/2023	AVK	Telephone call with Mr. Cherniak regarding final report and discharge motion	0.10
Total Hours			2.00

Our Fee: **640.00**

TK ID	Initials	Name	Title	Rate	Hours	Amount
05212	ASR	A. Roth	Partner	\$585.00	0.40	\$234.00
05403	AVK	A. Van Klink	Partner	\$685.00	0.10	\$68.50
05767	JC	J. Cook	Paraprofession nal	\$225.00	1.50	\$337.50

Ontario HST 13% (R119440766)
On Fees **\$83.20**

Total Amount Due **\$723.20**

E.&O.E.

EXHIBIT "B"
Miller Thomson's Fees

Hours	Year of Call	Rate 2021	Rate 2022	Rate 2023	Invoice	Invoice	Invoice	Invoice	Invoice	Invoice	Invoice	Invoice	Invoice	Invoice	Invoice	Invoice	Total	
					#35916316 28-Feb-21	#3608689 31-Mar-21	#3618918 30-Apr-21	#3648597 20-Jul-21	#3671788 30-Sep-21	#3684370 31-Oct-21	#3712140 31-Dec-21	#3719779 31-Jan-22	#3752939 30-Apr-22	#3778463 29-Jul-22	#3824458 30-Nov-22	#3840871 31-Dec-22		#3859342 28-Feb-23
T. Van Klink - Partner	1988	\$620.00	\$650.00	\$685.00	0.10	1.90	0.00	0.00	0.00	0.00	0.00	0.00	0.10	0.60	0.00	0.00	0.10	2.80
A. Roth - Partner	2004	\$500.00	\$550.00	\$585.00	7.30	3.20	3.20	1.20	2.90	1.20	2.40	1.70	2.00	5.20	0.20	1.40	0.40	32.30
S. Kettle - Partner	2007	\$415.00	\$450.00	N/A	33.40	39.60	10.20	1.10	2.30	2.40	0.50	0.00	0.30	0.00	0.00	0.00	0.00	89.80
J. Cook - Paraprofessional	N/A	\$190.00	\$210.00	\$225.00	11.20	3.30	5.80	1.70	5.90	2.20	2.10	0.80	2.10	9.10	2.40	1.50	1.50	49.60
D. Countrymann - Paraprofessional	N/A	\$190.00	N/A	N/A	0.20	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.20
K. Van Soelen White - Real Estate Coo	N/A	\$125.00	N/A	N/A	1.80	0.00	0.00	0.00	0.00	0.00	0.00	9.00	0.00	0.00	0.00	0.00	0.00	10.80
H. Coulter - Law Clerk	N/A	N/A	N/A	N/A	0.00	0.00	0.00	0.00	0.40	0.00	0.00	0.10	0.00	0.00	0.00	0.00	0.00	0.50
					54.00	48.00	19.20	4.00	11.50	5.80	5.00	11.60	4.50	14.90	2.60	2.90	2.00	186.00
Total \$																		
T. Van Klink - Partner	1988	\$620.00	\$650.00	\$685.00	\$ 62.00	\$ 1,178.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 65.00	\$ 390.00	\$ -	\$ -	\$ 68.50	\$ 1,763.50
A. Roth - Partner	2004	\$500.00	\$550.00	\$585.00	\$ 3,650.00	\$ 1,600.00	\$ 1,600.00	\$ 600.00	\$ 1,450.00	\$ 600.00	\$ 1,200.00	\$ 935.00	\$ 1,100.00	\$ 2,860.00	\$ 110.00	\$ 770.00	\$ 234.00	\$ 16,709.00
S. Kettle - Partner *	2007	\$330.00	\$450.00	N/A	\$ 11,000.00	\$ 15,642.00	\$ 4,029.00	\$ 434.50	\$ 954.50	\$ 996.00	\$ 207.50	\$ -	\$ 135.00	\$ -	\$ -	\$ -	\$ -	\$ 33,398.50
J. Cook - Paraprofessional **	N/A	\$190.00	\$200.00	\$225.00	\$ 2,128.00	\$ 627.00	\$ 1,102.00	\$ 323.00	\$ 1,121.00	\$ 418.00	\$ 399.00	\$ 160.00	\$ 420.00	\$ 1,823.00	\$ 504.00	\$ 315.00	\$ 337.50	\$ 9,677.50
D. Countrymann - Paraprofessional	N/A	\$190.00	N/A	N/A	\$ 38.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 38.00
K. Van Soelen White - Real Estate Coo	N/A	\$125.00	N/A	N/A	\$ 225.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 225.00
H. Coulter - Law Clerk	N/A	\$215.00	\$235.00	N/A	\$ -	\$ -	\$ -	\$ 86.00	\$ -	\$ -	\$ -	\$ 23.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 109.50
					\$ 17,103.00	\$ 19,047.00	\$ 6,731.00	\$ 1,357.50	\$ 3,611.50	\$ 2,014.00	\$ 1,806.50	\$ 1,118.50	\$ 1,720.00	\$ 5,073.00	\$ 614.00	\$ 1,085.00	\$ 640.00	\$ 61,921.00
Summary																		
Fees					\$ 17,103.00	\$ 19,047.00	\$ 6,731.00	\$ 1,357.50	\$ 3,611.50	\$ 2,014.00	\$ 1,806.50	\$ 1,118.50	\$ 1,720.00	\$ 5,073.00	\$ 614.00	\$ 1,085.00	\$ 640.00	\$ 61,921.00
Disbursements					\$ 629.65	\$ 320.00	\$ 13.42	\$ 34.85	\$ 46.80	\$ -	\$ 37.55	\$ 15.80	\$ -	\$ 309.40	\$ -	\$ -	\$ -	\$ 1,407.27
HST					\$ 2,288.26	\$ 2,476.11	\$ 876.77	\$ 181.01	\$ 469.50	\$ 261.82	\$ 239.73	\$ 146.40	\$ 223.60	\$ 665.24	\$ 79.82	\$ 141.05	\$ 83.20	\$ 8,132.51
Total					\$ 20,020.91	\$ 21,843.11	\$ 7,621.19	\$ 1,573.36	\$ 4,127.80	\$ 2,275.82	\$ 2,083.78	\$ 1,280.50	\$ 1,943.60	\$ 6,047.64	\$ 693.82	\$ 1,226.05	\$ 723.20	\$ 71,460.78

*S. Kettle's hourly rate increased to \$415 during 2021
**J. Cook's hourly rate increased to \$210 during 2022

KEVIN D'AMORE

and

BANWELL DEVELOPMENT CORPORATION,
et al.

Court File No: CV-11-00017088-0000

Applicant

Respondents

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at WINDSOR

FEE AFFIDAVIT OF MICHAEL PROSIA**MILLER THOMSON LLP**One London Place
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**Lawyers for BDO Canada Limited,
Court-appointed Receiver of
Banwell Development Corporation
and Royal Timbers Inc.**

KEVIN D'AMORE

and

Applicant

BANWELL DEVELOPMENT CORPORATION,
et al.

Respondents

Court File No: CV-11-00017088-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at WINDSOR

**MOTION RECORD
(RETURNABLE ON A DATE TO BE
DETERMINED BY REGIONAL SENIOR
JUSTICE THOMAS)**

MILLER THOMSON LLP

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**Lawyers for BDO Canada Limited,
Court-Appointed Receiver of Banwell
Development Corporation and Royal
Timbers Inc.**