

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

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

BETWEEN:

THE TORONTO-DOMINION BANK

Applicant

- and -

FAIRVIEW NURSING HOME LIMITED

Respondent

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

**MOTION RECORD
(Returnable September 25, 2014)**

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Lawyers for the Receiver

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

BETWEEN:

THE TORONTO-DOMINION BANK

Applicant

- AND -

FAIRVIEW NURSING HOME LIMITED

Respondent

SERVICE LIST

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AND TO: MINISTRY OF HEALTH AND LONG-TERM CARE
- Health System Accountability and Performance Division
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AND TO: MINISTRY OF HEALTH AND LONG-TERM CARE
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AND TO: ROYNAT INC.
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Burnaby, BC V5H 4M2

AND TO: STANDARD TRUST COMPANY
c/o its Liquidator, Ernst & Young Inc.
222 Bay Street, ON M5K 1J7

AND TO: RESPONSIVE HEALTH MANAGEMENT INC.
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Toronto, Ontario
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Attention: Bill Dillane

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**AND TO: AGATHA VIOLET CHAMBERS c/o LISA CHAMBERS, IN HER
CAPACITY AS POWER OF ATTORNEY FOR PROPERTY FOR AGATHA
VIOLET CHAMBERS**
Email: avl.chambers@gmail.com

AND TO: DEPARTMENT OF JUSTICE CANADA
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AND TO: CANADA REVENUE AGENCY
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AND TO: HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF ONTARIO
Represented by the Minister of Revenue
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AND TO: MINISTRY OF FINANCE
33 King Street West
Oshawa, ON L1H 8H5

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TAB 1

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

BETWEEN:

THE TORONTO-DOMINION BANK

Applicant

- and -

FAIRVIEW NURSING HOME LIMITED

Respondent

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

**NOTICE OF MOTION
(Returnable September 25, 2014)**

BDO CANADA LIMITED, in its capacity as the Court-appointed Receiver (in such capacity, the “**Receiver**”), without security, for the purposes of marketing and selling the assets, undertakings, and properties of Fairview Nursing Home Limited (“**Fairview**” or the “**Debtor**”), will make a motion to the Ontario Superior Court of Justice (Commercial List) on Thursday, September 25, 2014 at 10:00 a.m., or as soon thereafter as the motion can be heard, at the Courthouse located at 330 University Avenue, Toronto, Ontario, Canada.

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

1. **THE MOTION IS FOR** Orders substantially in the forms of the draft Approval and Vesting Order attached hereto as **Schedule “A”** (the “**Sale Approval Order**”) and the Order approving certain ancillary relief attached hereto as **Schedule “B”** (the “**Ancillary Order**”), *inter alia*,

- (a) Abridging the time for service of the Notice of Motion and Motion Record, if necessary, and declaring that this motion is properly returnable on Thursday, September 25, 2014, and dispensing with further service thereof;
- (b) Approving the sale transaction between the Receiver, the Debtor, and Schlegel Villages Inc. (“**SVI**” or the “**Purchaser**”) contemplated by an Agreement of Purchase and Sale made as of July 22, 2014, and as subsequently amended by Letter Agreement dated August 29, 2014 (the “**Sale Agreement**”);
- (c) Vesting in the Purchaser, or its designate, the Debtor’s right, title, and interest in and to the assets described in the Sale Agreement (the “**Purchased Assets**”) free and clear of all liens and encumbrances other than certain permitted encumbrances;
- (d) Approving the First Report to Court of the Receiver dated September 15, 2014 (the “**Report**”), and the conduct, actions, and activities of the Receiver described therein, and the Confidential Supplement to the Report dated September 15, 2014 (the “**Confidential Supplement**”), and the conduct, actions, and activities of the Receiver described therein;
- (e) Sealing the Confidential Supplement and the Appendices thereto;
- (f) Approving the professional fees and disbursements of the Receiver and those of its legal counsel as detailed in the Report and the accompanying Affidavits; and
- (g) such further and other relief as counsel may advise and this Court deems just and/or equitable;

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

Issuance of Receivership Order

- (a) Following an application made by the Toronto-Dominion Bank and pursuant to an Order dated December 20, 2013 (the “**Receivership Order**”) granted by the Honourable Mr. Justice D. Brown of the Ontario Superior Court of Justice

(Commercial List), BDO Canada Limited was appointed as Receiver, without security, to market and sell the Property (as such term is later defined) as more specifically set out in the Receivership Order with respect to the assets, undertakings, and properties of Fairview acquired for, or used in relation to the business carried on by Fairview (collectively, the “**Property**”);

Conduct of Marketing and Sale Activities

- (b) The Receiver conducted the marketing and sale process in accordance with the Receivership Order, which included engaging Sean and John Jensen Realty Inc. (collectively, “**Jensen Realty**”);
- (c) With a view to completing a sale transaction that would, on balance, be in the best interest of the stakeholders, generally, the marketing and sale process developed and implemented by the Receiver together with Jensen Realty involved:
 - (i) A time frame of about 12.5 weeks (a 10-week marketing and due diligence period and 2.5 weeks to finalize offers into an agreement of purchase and sale);
 - (ii) The identification of a comprehensive potential purchaser target list, based upon Jensen Realty’s proprietary database of over 1,000 industry-related professionals and investors and other parties identified by Fairview;
 - (iii) Directly contacting targets via mass email listing announcements and specific calls to key parties and indirectly to others via an advertisement in the Globe & Mail (at least two (2) run dates in total during February and March 2014) and internet website listings;
 - (iv) The preparation of information for marketing and providing to potential purchasers, including a property overview document that briefly described the business and assets of Fairview being offered for sale, and other relevant items or reference details;
 - (v) The collection and posting of various financial and non-financial documents and other confidential information related to the Property into an electronic marketing/data room. In addition to being the primary source for information on Fairview for potential purchasers to perform their due diligence, the electronic marketing/data room also served to facilitate the fair and equal distribution of information to all registered prospective purchasers;

- (vi) Where a prospective purchaser expressed an interest in the sale process, a letter was sent by Jensen Realty which included some basic information concerning the sale process and a Confidentiality and Non-Disclosure Agreement (“NDA”) to be executed and returned to Jensen Realty. Upon receipt of the executed NDA by Jensen Realty, potential purchasers were granted access to the electronic marketing/data room; and
- (vii) The conduct of site and inspection tours of the Fairview premises and its facilities, as well as meetings with key staff;
- (d) The marketing and sale process undertaken ensured the best offer was obtained in the circumstances;
- (e) Through the fulsome marketing activities performed by Jensen Realty, the Receiver has structured a transaction with SVI that it believes is commercially reasonable and is overall in the best interest of Fairview’s stakeholders;

The Sale Agreement and Sale Transaction

- (f) The Receiver, Fairview, and SVI have entered into an Agreement of Purchase and Sale dated July 22, 2014, and as later amended by letter agreement dated August 29, 2014, for the sale of Purchased Assets;
- (g) The Purchased Assets comprises, in essence, *inter alia*, the real property, building, furniture and fixtures, capital equipment, resident receivables, inventory, bed licenses, and intangibles and excluded cash balances, related party receivables, and Ministry of Health and Long-Term Care funding relating to the period of operations prior to closing and certain books and records;
- (h) Based on the sale process undertaken by the Receiver, the marketing activities by Jensen Realty, and following the Receiver’s evaluation of the offers (including consultation with certain key stakeholders), the Receiver is of the opinion that the transaction negotiated with SVI fairly reflects what the market is prepared to pay for the Purchased Assets (as a going concern and as entire package) and provides, on balance, the greatest benefit to Fairview’s stakeholders, generally, including:

- (i) Preserving jobs and employment for most, if not all, of Fairview's current employees, as well as future employment opportunities;
 - (ii) Avoiding disruption to the lives of Fairview's elderly residents and their families that would have resulted from the closure of the facility or relocation of the bed licenses to one of the other Local Health Integration Networks (the "LHINs");
 - (iii) Preserving long-term care bed capacity in the Toronto Central LHIN with the intention of establishing a foundation for further investment and fostering future growth in long-term care bed capacity in the City of Toronto;
 - (iv) Preserving Fairview's business which will provide continuity of commerce for many of its suppliers/creditors; and
 - (v) Generating a fair and reasonable net realization for Fairview's creditors and other stakeholders;
- (i) the sale price and the terms set out in the Sale Agreement are commercially reasonable, are satisfactory to the Receiver and Fairview, and generate a fair and reasonable net realization for Fairview's creditors and other stakeholders;
 - (j) The transaction is fair and reasonable in the circumstances;

Sealing of Commercially Sensitive Information

- (k) The Confidential Supplement contains commercially sensitive information which ought to be sealed pending further Order of the Court;

Professional Fees

- (l) The professional fees and disbursements of the Receiver and its counsel are fair and reasonable in the circumstances;

General

- (m) Fairview supports the issuance of the Sale Approval Order and the Ancillary Order;
- (n) The additional grounds set forth in the Report and Confidential Supplement of the Receiver;

- (o) the circumstances that exist make the Orders sought by the Receiver appropriate;
- (p) the provisions of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, and this Honourable Court's equitable and statutory jurisdiction thereunder;
- (q) the inherent jurisdiction of the Court;
- (r) Rules 1.04, 2.03, 3.02, 14.05(2), 16, and 37 of the *Ontario Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, as amended; and
- (s) such further and other grounds as counsel may advise and this Honourable Court may permit.

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

- (a) the First Report to Court of the Receiver dated September 15, 2014;
- (b) the Confidential Supplement to the First Report of the Receiver dated September 15, 2014;
- (c) The Affidavits of Matthew E. Lem and Clifton P. Prophet, in respect of professional fees and disbursements; and
- (d) Such further material as counsel may advise and this Honourable Court may permit.

Date: September 15, 2014

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Solicitors for the Receiver

TAB A

Schedule "A"

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE ●
JUSTICE ●

THURSDAY, THE 25th DAY
OF SEPTEMBER, 2014

B E T W E E N:

THE TORONTO-DOMINION BANK

Applicant

– and –

FAIRVIEW NURSING HOME LIMITED

Respondent

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

APPROVAL AND VESTING ORDER

THIS MOTION, made by BDO Canada Limited in its capacity as the Court-appointed Receiver (in such capacity, the "**Receiver**"), without security, for the purposes of marketing and selling the assets, undertakings, and properties of Fairview Nursing Home Limited (the "**Debtor**") for an Order, *inter alia*, approving the sale transaction (the "**Transaction**") between the Receiver, the Debtor, and Schlegel Villages Inc. (the "**Purchaser**") contemplated by an Agreement of Purchase and Sale made as of July 22, 2014, and as subsequently amended by Letter Agreement dated August 29, 2014 (the "**Sale Agreement**"), and appended to the First

Report of the Receiver dated September 15, 2014 (the “**Report**”), and vesting in the Purchaser the Receiver’s and the Debtor’s right, title, and interest in and to the assets described in the Sale Agreement (the “**Purchased Assets**”), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Report and the Confidential Supplement to the Report dated September 15, 2014 (the “**Confidential Supplement**”), and on hearing the submissions of counsel for the Receiver and those counsel listed on the Counsel Slip, no one appearing for any other person on the Service List, although properly served as appears from the Affidavit of Laura Taylor, sworn September 12 , 2014, filed:

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

2. **THIS COURT ORDERS AND DECLARES** that the Transaction is hereby approved, and that the Sale Agreement is commercially reasonable and in the best interests of the Debtor and its stakeholders. The execution of the Sale Agreement by the Receiver is hereby authorized and approved with such amendments as the Receiver may deem necessary, and the Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser.

3. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Receiver’s certificate to the Purchaser substantially in the form attached as **Schedule A** hereto (the “**Receiver’s Certificate**”), all of the Receiver’s and Debtor’s right, title, and interest in and to the Purchased Assets described in the Sale Agreement shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise

(collectively, the “**Claims**”) including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Mr. Justice D. Brown dated December 20, 2013 (the “**Appointment Order**”); (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; (iii) the Responsive Security (as defined in the Appointment Order); and (iv) those Claims listed on **Schedule C** hereto (all of which are collectively referred to as the “**Encumbrances**”, which term shall not include the permitted encumbrances, easements and restrictive covenants listed on **Schedule D**) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

4. **THIS COURT ORDERS** that upon the registration in the Land Registry Office for the Land Titles Division #66 of Toronto of an Application for Vesting Order in the form prescribed by the *Land Titles Act* (Ontario), the Land Registrar for the said Land Titles Division is hereby directed to enter Fairview LTC Inc. as the owner of the subject real property identified in **Schedule B** hereto (the “**Real Property**”) in fee simple, and is hereby directed to delete and expunge from title to the Real Property all of the Claims listed in **Schedule C** hereto.

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

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

7. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver is authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the Debtor’s records pertaining to the Debtor’s past and current employees, including personal

information of the Assumed Employees, as defined in the Sale Agreement. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Debtor.

8. **THIS COURT ORDERS** that, notwithstanding:

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

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

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

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

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

SCHEDULE A

FORM OF RECEIVER'S CERTIFICATE

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N :

THE TORONTO-DOMINION BANK

Applicant

– and –

FAIRVIEW NURSING HOME LIMITED

Respondent

RECEIVER'S CERTIFICATE

RECITALS

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

B. Pursuant to an Order of the Court dated ●, the Court approved the agreement of purchase and sale made as of July 22, 2014, and as subsequently amended by Letter Agreement dated August 29, 2014 (the "**Sale Agreement**") between the Receiver, Debtor and Schlegel Villages Inc. (the "**Purchaser**") and provided for the vesting in the Purchaser of the Receiver's and Debtor's right, title and interest in and to the Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Assets; (ii) that the conditions to Closing as set out in article 4 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

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

THE RECEIVER CERTIFIES the following:

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

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

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

Per:

Name: Matthew Lem
Title: Senior Vice President

SCHEDULE B

SUBJECT REAL PROPERTY

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

SCHEDULE C

CLAIMS TO BE DELETED AND EXPUNGED FROM TITLE TO REAL PROPERTY

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

SCHEDULE D

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

(unaffected by the Approval and Vesting Order)

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

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

THE TORONTO-DOMINION BANK

- and -

FAIRVIEW NURSING HOME LIMITED

Applicant

Respondent

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

ONTARIO

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

(PROCEEDING COMMENCED AT TORONTO)

APPROVAL AND VESTING ORDER

GOWLING LAFLEUR HENDERSON LLP

Barristers and Solicitors
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Lawyers for Fairview Nursing Home

TAB B

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE
JUSTICE

}

THURSDAY, THE 25th DAY
OF SEPTEMBER, 2014

BETWEEN:

THE TORONTO-DOMINION BANK

Applicant

– and –

FAIRVIEW NURSING HOME LIMITED

Respondent

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

ORDER

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

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

SERVICE

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

APPROVAL OF FIRST REPORT & CONFIDENTIAL SUPPLEMENT

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

FEE APPROVAL

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

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

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

B E T W E E N:

THE TORONTO-DOMINION BANK

- and -

FAIRVIEW NURSING HOME LIMITED

Applicant

Respondent

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

ONTARIO

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

(PROCEEDING COMMENCED AT TORONTO)

ORDER

GOWLING LAFLEUR HENDERSON LLP

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Solicitors for the Receiver

THE TORONTO-DOMINION BANK

Applicant

- and -

FAIRVIEW NURSING HOME LIMITED

Respondent

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

(PROCEEDING COMMENCED AT TORONTO)**

NOTICE OF MOTION
(Returnable September 25, 2014)

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Solicitors for the Receiver

TAB 2

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

BETWEEN:

THE TORONTO-DOMINION BANK

Applicant

- and -

FAIRVIEW NURSING HOME LIMITED

Respondent

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

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

September 15, 2014

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Appendix C	Summary of the Actual Cash-flow as Compared to the Projected Cash-flow Statement, for the period of December 22, 2013 to June 21, 2014
Appendix D	Personal Property Registry search report (file currency date September 11, 2014) for Fairview Nursing Home Limited
Appendix E	Parcel Register for 14 Cross Street, Toronto, Ontario (LT 7-8 PL 366 CITY WEST; PT LT 9 PL 366 CITY WEST; PT LANE PL 366 CITY WEST CLOSED BY CT526323, PT 3, 4, 6, 63R2391; PT LT 17-18 PL 1051 TORONTO PT 1, 63R2391; S/T CT500560E, CT526917E; CITY OF TORONTO) dated September 12, 2014
Appendix F	Receiver's Interim Statement of Receipts and Disbursements, as at September 12, 2014
Appendix G	Affidavit of Matthew E. Lem (sworn September 12, 2014), in connection with Receiver's fees and disbursements for the period of December 4, 2013 to August 31, 2014
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**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

BETWEEN:

THE TORONTO-DOMINION BANK

Applicant

- and -

FAIRVIEW NURSING HOME LIMITED

Respondent

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

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

September 15, 2014

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

1.0 INTRODUCTION AND BACKGROUND

1.1 Introduction

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

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

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

1.2 Background

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

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

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

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

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

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

2.0 PURPOSE

2.1 The purpose of this Report is to:

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

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

3.0 DISCLAIMER

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

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

4.0 THE RECEIVER'S ACTIVITIES SINCE THE RECEIVERSHIP ORDER

4.1 General

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

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

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

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

4.2 Primary Stakeholders

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

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

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

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

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

4.3 Receiver’s Borrowing Certificates

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

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

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

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

4.4 Monitoring

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

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

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

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

5.0 THE PROPERTY AND BUSINESS BEING OFFERED FOR SALE

- 5.1 The property, assets, and undertakings of Fairview that were offered for sale essentially comprised the real property, building, furniture and fixtures, capital equipment, resident receivables, inventory, bed licenses, and intangibles. Attached as **Appendix "D"** hereto is a Personal Property Registry search report (file currency date September 11, 2014) in respect of Fairview.
- 5.2 As noted earlier in this Report, the business that is being offered for sale is a 108 bed Class "C" long-term care home. Integral to the business are the 108 Class "C" bed licenses issued by the MOHLTC. As at March 31, 2014 Fairview's books and records indicated that the 108 Class "C" bed licenses had a net book value ("NBV") of approximately \$587,000.
- 5.3 The property, assets, and undertakings of Fairview that were being offered for sale included a four (4) storey building situated on owned real property that has a lot size of approximately 0.73 acres. The building and the land/real property had a NBV as at March 31, 2014, of approximately \$446,000 and \$259,000, respectively. Attached hereto as **Appendix "E"** is a Parcel Register dated September 12, 2014 in respect of the Premises.
- 5.4 Fairview's books and records indicated that its furniture and fixtures and other capital equipment had a NBV as at March 31, 2014 of approximately \$67,000.

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

6.0 SALE OF ASSETS

6.1 Marketing and Sale Process

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

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

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

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

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

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

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

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

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

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

- 6.1.10 As of the Initial Offer Deadline, the Receiver had received no offers. Further, as of April 30, 2014, one of the Second Forbearance Agreement milestone dates, no offers had yet been received; however, 5 parties had advised that offers were forthcoming.
- 6.1.11 During the period from May 2, 2014 to May 7, 2014, five (5) parties submitted offers/expressions of interest in acquiring all or part (i.e. a "break-up" sale) of the Property and business of Fairview. On May 13, 2014, a sixth offer was received which contemplated the purchase of all of the Property and business of Fairview. A summary of the offers/expressions of interest received as of May 15, 2014 (the "Initial Offer Summary") was prepared by the Receiver and was provided to the Key Stakeholders and their respective legal counsel, in connection with the Receiver's purview to seek input from such parties. Due to the sensitive commercial information contained in the Initial Offer Summary the release of which could materially prejudice the sale process and the within proceeding, it is being filed separately as part of the Confidential Supplement to this Report and is the subject of a request for a sealing Order from the Court.
- 6.1.12 Based on the offers/expressions of interest received, the Receiver sought to evaluate the offers not only on the merits of the offers/expressions of interest *vis-à-vis* Fairview's stakeholders, but also on the ability of the party or parties to complete the transactions, including whether there was a reasonable expectation of acceptance/approval by the MOHLTC and the relevant LHIN of the transaction with the party.

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

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

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

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

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

6.2 Sale to Schlegel Villages Inc.

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

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

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

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

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

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

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

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

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

7.0 STATEMENT OF RECEIPTS AND DISBURSEMENTS

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

8.0 PROFESSIONAL FEES

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

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

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

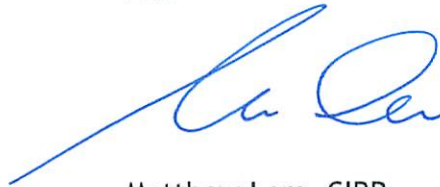
9.0 CONCLUSION AND RECOMMENDATIONS

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

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

All of which is respectfully submitted this 15th day of September, 2014.

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



Matthew Lem, CIRP
Senior Vice President

APPENDIX A

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

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

BETWEEN:

THE TORONTO-DOMINION BANK

Applicant

- and -

FAIRVIEW NURSING HOME LIMITED

Respondent

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

RECEIVERSHIP ORDER

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

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

SERVICE

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

APPOINTMENT

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

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

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

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

RECEIVER'S POWERS

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

- (a) to engage consultants, appraisers, agents, experts, auditors, accountants, managers (except for a Manager as defined in this Order), real estate agents, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including, without limitation, those conferred by this Order;
- (b) to assume the responsibilities of the Sales Process Court-Appointed Officer as described in the Second Forbearance Agreement defined in the Malcolm Affidavit including;
 - (i) monitoring receipts and disbursements of the Debtor; and,
 - (ii) making advances to the Debtor to fund its operations and to permit the contemplated repayments to TD;
- (c) to participate and facilitate discussions between Responsive Health Management Inc., the Ontario Ministry of Health and Long-Term Care and the Debtor with respect to ensuring adequate funding of the Debtor's business during the sales process;
- (d) to market the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (e) to sell, convey, transfer, lease or assign the Property or any part or parts thereof (excluding any license provided by MOH for the Home's operation, unless authorized by MOH) out of the ordinary course of business with the approval of this Court and in each such case notice under subsection 63(4) of the Ontario

Personal Property Security Act or section 31 of the Ontario *Mortgages Act*, as the case may be, shall not be required, and in each case the Ontario *Bulk Sales Act* shall not apply;

- (f) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (g) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (h) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (i) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor; and,
- (j) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations,

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

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. **THIS COURT ORDERS** that: (i) the Debtor; (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf; and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being “**Persons**” and each being a “**Person**”) shall forthwith advise the

Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall, subject to section 110 of the LTCHA, deliver all such Property to the Receiver upon the Receiver's request each as required in the discharge of the duties of the Receiver.

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

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

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

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

NO EXERCISE OF RIGHTS OR REMEDIES

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

NO INTERFERENCE WITH THE RECEIVER

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

CONTINUATION OF SERVICES

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

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

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

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

RECEIVER TO HOLD FUNDS

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

EMPLOYEES

14. **THIS COURT ORDERS** that all employees of the Debtor shall remain the employees of the Debtor. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in subsection 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under subsections 81.4(5) and 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

PIPEDA

15. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act* and any other applicable privacy legislation, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a “**Sale**”). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

16. **THIS COURT ORDERS** that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, “**Possession**”) of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or

relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the “**Environmental Legislation**”), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver’s duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER’S LIABILITY

17. **THIS COURT ORDERS** that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

RECEIVER’S ACCOUNTS

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

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

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

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

FUNDING OF THE RECEIVERSHIP

21. **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$750,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, making advances to the Debtor to fund its operations and to make repayments to TD, each as contemplated in the Second Forbearance Agreement defined in the Malcolm Affidavit. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the “**Receiver’s Borrowings Charge**”) as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver’s Charge and all security granted by the Debtor in favour of TD.

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

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

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

Receiver's Borrowing Charge.

25. **THIS COURT ORDERS** that neither the Responsive Security, the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court and that any such enforcement shall be subject to section 107 of the LTCHA.

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

GENERAL

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

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

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

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

Canada.

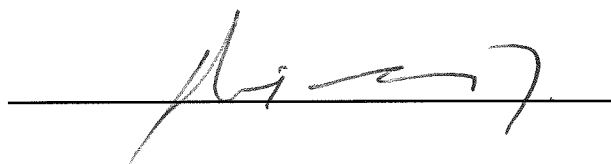
31. **THIS COURT ORDERS** that the Applicant shall have its costs of this application, up to and including entry and service of this Order, provided for by the terms of the Applicant's security or, if not so provided by the Applicant's security, then on a substantial indemnity basis to be paid by the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

32. **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the "Protocol") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/#Commercial_List shall be valid and effective service. Subject to Rule 17.05[7] this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the *Rules of Civil Procedure*. Subject to Rule 3.01(d) of the *Rules of Civil Procedure* and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL: <http://extranets.bdo.ca/fairview/>.

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

ENTREPRENEUR LE GAZ, TORONTO
ON / ONTARIO
LE / DANS LE REGISTRE NOU

DEC 20 2013



SCHEDULE "A"
RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. **THIS IS TO CERTIFY** that BDO Canada Limited, the receiver (in such capacity, the "**Receiver**") of all of the assets, undertakings and properties of Fairview Nursing Home Limited (the "**Debtor**") acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (collectively, the "**Property**") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated the 20th day of December, 2013 (the "**Order**") made in an action having Court file number CV-13-10365-00CL, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$ _____, being part of the total principal sum of \$ _____ which the Receiver is authorized to borrow under and pursuant to the Order.

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

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

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

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

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

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

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

DATED the _____ day of _____, 2014.

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

Per: _____
Name:
Title:

THE TORONTO-DOMINION BANK

- and -

FAIRVIEW NURSING HOME LIMITED

Applicant

Respondent

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

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

Proceedings commenced at Toronto

ORDER

AIRD & BERLIS LLP
Barristers and Solicitors
Brookfield Place
181 Bay Street, Suite 1800
Toronto, ON M5J 2T9

Sanjeev P.R. Mitra (LSUC # 37934U)
Tel: (416) 865-3085
Fax: (416) 863-1515
Email: smitra@airdberlis.com

Lawyers for The Toronto-Dominion Bank

THE TORONTO-DOMINION BANK

- and -

FAIRVIEW NURSING HOME LIMITED


Applicant

Respondent

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

Dec 20/13

The parties have worked out a tailored consent appointment order which makes sense in the circumstances. Order to go in accordance with consent draft filed which I have signed.


D.M. BROWN J.

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at Toronto

APPLICATION RECORD
(Returnable December 18, 2013)

AIRD & BERLIS LLP
Barristers and Solicitors
Brookfield Place
181 Bay Street, Suite 1800
Toronto, ON M5J 2T9

Sanjeev P.R. Mitra (LSUC # 37934U)
Tel: (416) 865-3085
Fax: (416) 863-1515
Email: smitra@airdberlis.com

Lawyers for The Toronto-Dominion Bank

Dec 18/13

APPENDIX B

**Ministry of Health
and Long-Term Care**

Assistant Deputy Minister
Health System Accountability
and Performance Division

5th Floor, Hepburn Block
Queen's Park
Toronto ON M7A 1R3

Telephone: (416) 212-1134
Facsimile: (416) 212-1859

**Ministère de la Santé
et des Soins de longue durée**

Sous-ministre adjoint
Division de la responsabilisation et de la
performance du système de santé

Édifice Hepburn, 5^e étage
Queen's Park
Toronto ON M7A 1R3

Téléphone : (416) 212-1134
Télécopieur : (416) 212-1859



HLTC2980IT-2014-160

Ms. Lisa Chambers
Secretary-Treasurer
Fairview Nursing Home Limited
14 Cross Street
Toronto ON M6J 1S8

Dear Ms. Chambers:

I am responding to your letter on behalf of Fairview Nursing Home Limited (Fairview) dated January 13, 2014, addressed to Nancy Lytle and Michael Orr at the Ministry of Health and Long-Term Care (the ministry).

Pursuant to Fairview's request, and with the concurrence of the Toronto Central Local Health Integration Network (TC LHIN), the ministry agrees to the deferral of the collection of all Reconciliation Amounts payable by Fairview in respect of Fairview Nursing Home (the "Home") from January 30, 2014 until the earlier of the date of the transfer of the licence of the Home and June 15, 2015, subject to the terms and conditions set out below. The purpose of this deferral agreement is to enable Fairview to continue operating the Home as steps are taken by the court-appointed Receiver, BDO Canada Limited, to sell and transfer the "Property" of Fairview in respect of the Home, (as defined in the Receivership Order dated December 20, 2013, including the licence of the Home) with all applicable approvals, to an eligible person, to be completed by June 15, 2015.

For the purpose of this deferral agreement, "Reconciliation Amounts" include all amounts repayable by Fairview (as of January 30, 2014 or at any time thereafter in respect of the period prior to the date of the transfer of Fairview's licence) pursuant to Ontario Regulation 79/10, s. 243, under the *Long-Term Care Homes Act, 2007*, (LTCHA), pursuant to Ontario Regulation 264/07, s. 3, under the *Local Health System Integration Act, 2006* or pursuant to any applicable agreement between Fairview and the ministry or the TC LHIN.

The terms and conditions of the deferral agreement set out in this letter are as follows:

1. Unless the ministry agrees otherwise in writing, the deferral agreement shall cease to be effective immediately upon any of the following taking place:
 - a) the termination of the "Forebearance Period" under the "Second Forebearance Agreement", dated December 5, 2013, included with your letter of January 13, 2014,
 - b) Fairview ceases to operate the Home as a long-term care home, or
 - c) Responsive Health Management Inc. ceases to manage the Home on behalf of Fairview.

Ms. Lisa Chambers

2. Upon the deferral ceasing to be effective under paragraph 1, all Reconciliation Amounts then repayable by Fairview shall become payable by Fairview as if there had been no deferral.
3. It shall be a condition of any transfer of the licence of the Home that any Reconciliation Amount not paid by Fairview before the date of the transfer of the licence shall be paid out of the proceeds of the sale of the Property, and/or that the approved transferee of the licence agrees in a manner and form satisfactory to the Director under Part VII of the LTCHA to repay all or the remainder of the Reconciliation Amounts.
4. Fairview shall continue to comply with all applicable financial reporting requirements.

This agreement to the deferral of the Reconciliation Amounts is not effective unless it is endorsed below on behalf of both the TC LHIN and Fairview.

Sincerely,



KW
Kathryn McCulloch
Interim Assistant Deputy Minister

c. BDO Canada Limited

The Toronto Central Local Health Integration Network (TC LHIN) concurs in the agreement to the deferral of the Reconciliation Amounts subject to the terms and conditions above.

Signed: _____

Name: _____

TC LHIN Chief Executive Officer

Fairview Nursing Home Limited agrees to the terms and conditions set out above

← Signed: 

Name: Lisa Chambers

Title: Treasurer - Secretary

(I have authority to bind Fairview Nursing Home Limited)

Ms. Lisa Chambers

- 2. Upon the deferral ceasing to be effective under paragraph 1, all Reconciliation Amounts then repayable by Fairview shall become payable by Fairview as if there had been no deferral.
- 3. It shall be a condition of any transfer of the licence of the Home that any Reconciliation Amount not paid by Fairview before the date of the transfer of the licence shall be paid out of the proceeds of the sale of the Property, and/or that the approved transferee of the licence agrees in a manner and form satisfactory to the Director under Part VII of the LTCHA to repay all or the remainder of the Reconciliation Amounts.
- 4. Fairview shall continue to comply with all applicable financial reporting requirements.

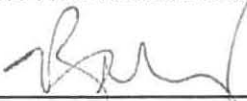
This agreement to the deferral of the Reconciliation Amounts is not effective unless it is endorsed below on behalf of both the TC LHIN and Fairview.

Sincerely,

Kathryn McCulloch
Interim Assistant Deputy Minister

c. BDO Canada Limited

The Toronto Central Local Health Integration Network (TC LHIN) concurs in the agreement to the deferral of the Reconciliation Amounts subject to the terms and conditions above.

Signed:  _____

Name: VANIA SAKELIDARIS

TC LHIN Chief Executive Officer

Fairview Nursing Home Limited agrees to the terms and conditions set out above

Signed: _____

Name: _____

Title: _____

(I have authority to bind Fairview Nursing Home Limited)

APPENDIX C

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN THE MATTER OF THE RECEIVERSHIP OF
FAIRVIEW NURSING HOME LIMITED
of the City of Toronto, in the Province of Ontario

Summary of the Actual Cash-flow as Compared to the Projected Cash-flow Statement
For the Period of December 22, 2013 to June 21, 2014

RECEIPTS:

	Actual	Projected	Variance
MOHLTC funding	2,581,405	2,554,363	27,042
Resident co-payments & misc.	993,597	780,000	213,597
TOTAL RECEIPTS	\$ 3,575,002	\$ 3,334,363	\$ 240,639

DISBURSEMENTS:

	Actual	Projected	Variance
Employee source deductions	544,530	529,000	15,530
Property taxes	87,480	94,000	(6,520)
Accounts payable	1,198,100	1,184,300	13,800
Forbearance fee & bank charges	2,999	50,000	(47,001)
Payroll	1,493,382	1,500,000	(6,618)
Responsive management fee	109,384	180,000	(70,616)
Sales costs & capital expenditures	19,725	20,000	(275)
Loan & interest payments	62,025	62,000	25
TOTAL DISBURSEMENTS	\$ 3,517,625	\$ 3,619,300	\$ (101,675)

CUMULATIVE CASH-FLOW:

	Actual	Projected	Variance
Total receipts	3,575,002	3,334,363	240,639
Total disbursements	3,517,625	3,619,300	(101,675)
NET CASH-FLOW	\$ 57,377	\$ (284,937)	\$ 342,314

APPENDIX D

RUN NUMBER : 255
RUN DATE : 2014/09/12
ID : 20140912092520.53

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 1
(1501)

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE
OF THE PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM IN RESPECT OF THE FOLLOWING:

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : FAIRVIEW NURSING HOME LIMITED

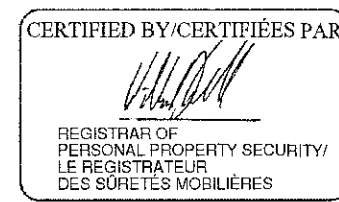
FILE CURRENCY : 11SEP 2014

ENQUIRY NUMBER 20140912092520.53 CONTAINS 13 PAGE(S), 8 FAMILY(IES).

THE SEARCH RESULTS MAY INDICATE THAT THERE ARE SOME REGISTRATIONS WHICH SET OUT A BUSINESS DEBTOR NAME
WHICH IS SIMILAR TO THE NAME IN WHICH YOUR ENQUIRY WAS MADE. IF YOU DETERMINE THAT THERE ARE OTHER
SIMILAR BUSINESS DEBTOR NAMES, YOU MAY REQUEST THAT ADDITIONAL ENQUIRIES BE MADE AGAINST THOSE NAMES.

GOWLINGS
BOX 104
FCP
TORONTO ON M5X 1G5

CONTINUED... 2



(crf)3 09/2013



RUN NUMBER : 255
RUN DATE : 2014/09/12
ID : 20140912092520.53

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 2
(1502)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : FAIRVIEW NURSING HOME LIMITED
FILE CURRENCY : 11SEP 2014

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
694028268

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	1		20140226 1650 1590 7492	P PPSA	5

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME FAIRVIEW NURSING HOME LIMITED

04 ADDRESS 14 CROSS STREET TORONTO ONTARIO CORPORATION NO. ON M6J 1S8

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY / RESPONSIVE HEALTH MANAGEMENT INC.
LIEN CLAIMANT

09 ADDRESS 429 WALMER ROAD TORONTO ON M5P 2X9

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO. FIXED MATURITY DATE
X	X	X	X	X				

11 YEAR MAKE MODEL VIN

12 MOTOR VEHICLE

13 GENERAL GENERAL SECURITY AGREEMENT WITH RESPECT TO 14 CROSS STREET, TORONTO,

14 COLLATERAL ONTARIO

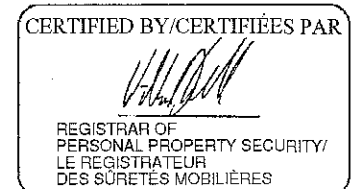
15 DESCRIPTION

16 REGISTERING GARDINER ROBERTS LLP (TK)

17 AGENT ADDRESS 3100 - 40 KING STREET WEST TORONTO ON M5H 3Y2

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 3



(crj1fs 09/2013)



RUN NUMBER : 255
RUN DATE : 2014/09/12
ID : 20140912092520.53

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 3
(1503)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : FAIRVIEW NURSING HOME LIMITED
FILE CURRENCY : 11SEP 2014

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
680825736

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	01	001		20120820 1946 1531 9860	P PPSA	10

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME FAIRVIEW NURSING HOME LIMITED

04 ADDRESS 14 CROSS STREET TORONTO ONTARIO CORPORATION NO. M6J 1S8

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT CHAMBERS, VIOLET A

09 ADDRESS 15 VESTA DRIVE RICHMOND HILL ON L4B 2L9

COLLATERAL CLASSIFICATION		CONSUMER GOODS		MOTOR VEHICLE		AMOUNT	DATE OF MATURITY	NO. FIXED	DATE
		X	X	X	X	X			

11 MOTOR YEAR MAKE MODEL V.I.N.

12 VEHICLE

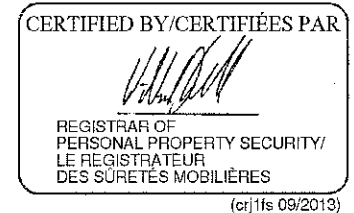
13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT MILLER THOMSON LLP

17 ADDRESS 40 KING STREET WEST, SUITE 5800 TORONTO ON M5H 3S1

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 4



RUN NUMBER : 255
RUN DATE : 2014/09/12
ID : 20140912092520.53

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 4
(1504)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : FAIRVIEW NURSING HOME LIMITED
FILE CURRENCY : 11SEP 2014

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
673725609

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	2		20111018 1639 1902 5961	P PPSA	05

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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03 DEBTOR NAME BUSINESS NAME FAIRVIEW NURSING HOME LIMITED

04 ADDRESS 14 CROSS STREET TORONTO ONTARIO CORPORATION NO. ON M6J 1S8

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
-------------	---------------	------------------	---------	---------

06 DEBTOR NAME BUSINESS NAME

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY / LIEN CLAIMANT ROYNAT INC.

09 ADDRESS SUITE 1500, 4710 KINGSWAY ST. BURNABY BC V5H 4M2

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO. FIXED MATURITY DATE
		X		X			

MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.
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11 MOTOR VEHICLE

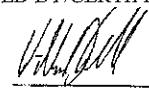
13 GENERAL DESCRIPTION LAUNDRY WASHER(S) TOGETHER WITH ALL ATTACHMENTS ACCESSORIES
14 COLLATERAL DESCRIPTION ACCESSIONS REPLACEMENTS SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS
15 THEREUTO AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY

16 REGISTERING AGENT AVS SYSTEMS INC.

17 ADDRESS 17A 100 KAL LAKE RD. VERNON BC V1T 9G1

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 5

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

(orj1fs 09/2013)



RUN NUMBER : 255
RUN DATE : 2014/09/12
ID : 20140912092520.53

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 5
(1505)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : FAIRVIEW NURSING HOME LIMITED
FILE CURRENCY : 11SEP 2014

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
673725609

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO OF PAGES SCHEDULE NUMBER UNDER PERIOD
002 2 20111018 1639 1902 5961

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME

04 ADDRESS

ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

07 ADDRESS

ONTARIO CORPORATION NO.

08 SECURED PARTY /

09 LIEN CLAIMANT ADDRESS

10 COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

11 MOTOR YEAR MAKE MODEL V.I.N.

12 VEHICLE

13 GENERAL FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL AND A RIGHT TO AN
14 COLLATERAL INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES
15 DESCRIPTION FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL

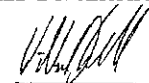
16 REGISTERING
17 AGENT

ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...

6

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fs 09/2013)



RUN NUMBER : 255
 RUN DATE : 2014/09/12
 ID : 20140912092520.53

PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE
 CERTIFICATE

REPORT : PSSR060
 PAGE : 6
 (1506)

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : FAIRVIEW NURSING HOME LIMITED
 FILE CURRENCY : 11SEP 2014

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
 663051798

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	001	1		20100719 1517 1793 7932	P PPSA	5

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME FAIRVIEW NURSING HOME LIMITED

04 ADDRESS 14 CROSS STREET TORONTO ONTARIO CORPORATION NO. 212143 ON M6H1B1

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY / LIEN CLAIMANT THE TORONTO-DOMINION BANK

09 ADDRESS BRANCH #1704, 55 KING STREET WEST TORONTO ON M5K1A2

COLLATERAL CLASSIFICATION		MOTOR VEHICLE		AMOUNT	DATE OF MATURITY OR	NO. FIXED MATURITY DATE
CONSUMABLE	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED
	X	X	X	X	X	X

11 MOTOR YEAR MAKE MODEL V.I.N.

12 VEHICLE

13 GENERAL GENERAL SECURITY AGREEMENT

14 COLLATERAL

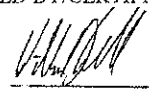
15 DESCRIPTION

16 REGISTERING AGENT COUTTS CRANE

17 ADDRESS 480 UNIVERSITY AVENUE SUITE 700 TORONTO ON M5G1V2

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 7

CERTIFIED BY/CERTIFIÉES PAR

 REGISTRAR OF
 PERSONAL PROPERTY SECURITY/
 LE REGISTRATEUR
 DES SÛRETÉS MOBILIÈRES

(crlfs 09/2013)



RUN NUMBER : 255
RUN DATE : 2014/09/12
ID : 20140912092520.53

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 7
(1507)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : FAIRVIEW NURSING HOME LIMITED
FILE CURRENCY : 11SEP 2014

FORM 10 FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
663053022

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	1		20100719 1537 1793 7936	P PPSA	5

DEBTOR NAME : BUSINESS NAME : FAIRVIEW NURSING HOME LIMITED

DATE OF BIRTH : FIRST GIVEN NAME : INITIAL : SURNAME :
ADDRESS : 14 CROSS STREET TORONTO

ONTARIO CORPORATION NO. 212143
ON M6H1B1

DEBTOR NAME : BUSINESS NAME :
DATE OF BIRTH : FIRST GIVEN NAME : INITIAL : SURNAME :
ADDRESS :

ONTARIO CORPORATION NO.:

SECURED PARTY / LIEN CLAIMANT : THE TORONTO-DOMINION BANK
ADDRESS : BRANCH #1704, 55 KING STREET WEST TORONTO

ON M5K1A2

COLLATERAL CLASSIFICATION		MOTOR VEHICLE		AMOUNT	DATE OF	NO FIXED
CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	INCLUDED	MATURITY OR	MATURITY DATE
		X	X			X

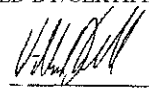
YEAR MAKE : MODEL : VIN :
MOTOR VEHICLE :

GENERAL COLLATERAL DESCRIPTION : GENERAL ASSIGNMENT OF RENT

REGISTERING AGENT : COUTTS CRANE
ADDRESS : 480 UNIVERSITY AVENUE SUITE 700 TORONTO ON M5G1V2

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 8

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(crj1fs 09/2013)



RUN NUMBER : 255
RUN DATE : 2014/09/12
ID : 20140912092520.53

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 8
(1508)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : FAIRVIEW NURSING HOME LIMITED
FILE CURRENCY : 11SEP 2014

FORM IC FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
662748912

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	001	1		20100707 1554 2639 0140	P PPSA	05

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME FAIRVIEW NURSING HOME LTD

04 ADDRESS 14 CROSS STREET TORONTO ONTARIO CORPORATION NO. M6J 1S8

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY / LIEN CLAIMANT ASSETLINK CAPITAL INC

09 ADDRESS 4 - 6655 KITIMAT ROAD MISSISSAUGA ON L5N 6J4

COLLATERAL CLASSIFICATION	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO. FIXED MATURITY DATE
10			x			9039		01JUL2015	

11 MOTOR YEAR MAKE MODEL V.I.N.

12 VEHICLE

13 GENERAL SHARP MXM363N

14 COLLATERAL

15 DESCRIPTION

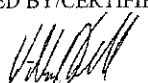
16 REGISTERING AGENT

17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...

9

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fs 09/2013)



RUN NUMBER : 255
RUN DATE : 2014/09/12
ID : 20140912092520.53

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 9
(1509)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : FAIRVIEW NURSING HOME LIMITED
FILE CURRENCY : 11SEP 2014

FORM IC FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
850832199

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO OF PAGES SCHEDULE NUMBER UNDER PERIOD
01 001 19990507 1819 1531 5365 P PPSA 5

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME FAIRVIEW NURSING HOME LIMITED
04 ADDRESS 14 CROSS STREET TORONTO ONTARIO CORPORATION NO. ON M6J 1S8

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 NAME BUSINESS NAME
07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY / THE TORONTO-DOMINION BANK - QUEEN ST & SPADINA 17042 CAS 3472
09 LIEN CLAIMANT ADDRESS 443 QUEEN ST W & SPADINA AVE TORONTO ON M5V 2B1

10 COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO. FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE
X X X

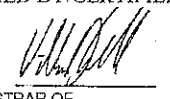
11 MOTOR YEAR MAKE MODEL VIN
12 VEHICLE

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING CANADIAN SECURITIES REGISTRATION SYSTEMS
17 AGENT ADDRESS SUITE 180-13571 COMMERCE PARKWAY RICHMOND BC V6V2L1

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 10

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1ts 09/2013)



RUN NUMBER : 255
 RUN DATE : 2014/09/12
 ID : 20140912092520.53

PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE
 CERTIFICATE

REPORT : PSSR060
 PAGE : 10
 (1510)


TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : FAIRVIEW NURSING HOME LIMITED
 FILE CURRENCY : 11SEP 2014

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	01	001		20040429 1457 1530	8870
21	RECORD FILE NUMBER	850832199			
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
		X	B RENEWAL	5	
23	REFERENCE DEBTOR/ TRANSFEROR	BUSINESS NAME	FIRST GIVEN NAME	INITIAL	SURNAME
24		FAIRVIEW NURSING HOME LIMITED			
25	OTHER CHANGE REASON/ DESCRIPTION				
02/05	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
03/06	DEBTOR/ TRANSFEREE	BUSINESS NAME			ONTARIO CORPORATION NO.
04/07	ADDRESS				
29	ASSIGNOR SECURED PARTY/LIEN CLAIMANT/ASSIGNEE				
08	ADDRESS				
09	COLLATERAL CLASSIFICATION				
10	CONSUMER GOODS	MOTOR VEHICLE	DATE OF MATURITY OR	NO. FIXED MATURITY DATE	
	YEAR MAKE	MODEL	V.I.N.		
11	MOTOR VEHICLE GENERAL				
12	COLLATERAL DESCRIPTION				
13	REGISTRING AGENT OR SECURED PARTY/ LIEN CLAIMANT	ADDRESS	CANADIAN SECURITIES REGISTRATION SYSTEMS	4126 NORLAND AVENUE	BURNABY BC V5G 3S8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 11

CERTIFIED BY/CERTIFIÉES PAR

 REGISTRAR OF PERSONAL PROPERTY SECURITY/
 LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

(cr)2/s 09/2013)



RUN NUMBER : 255
 RUN DATE : 2014/09/12
 ID : 20140912092520.53

PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE
 CERTIFICATE

REPORT : PSSR060
 PAGE : 11
 (1511)


TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : FAIRVIEW NURSING HOME LIMITED
 FILE CURRENCY : 11SEP 2014

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL MOTOR VEHICLE PAGES SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	
01	01	001	20090325 1456 1530 2827		
21	RECORD FILE NUMBER	850832199			
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
		X	B RENEWAL	10	
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	FAIRVIEW NURSING HOME LIMITED		
25	OTHER CHANGE REASON/ DESCRIPTION				
02/05	DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
03/06		BUSINESS NAME			
04/07	ADDRESS				ONTARIO CORPORATION NO.
29	ASSIGNOR	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE			
08/09	ADDRESS				
10	COLLATERAL CLASSIFICATION	CONSUMER	MOTOR VEHICLE	DATE OF	NO FIXED
		GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	AMOUNT MATURITY OR	MATURITY DATE
11	MOTOR VEHICLE GENERAL	YEAR MAKE	MODEL	V. I. N.	
12	COLLATERAL DESCRIPTION				
13	REGISTERING AGENT OR	CANADIAN SECURITIES REGISTRATION SYSTEMS			
14	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	4126 NORLAND AVENUE	BURNABY	BC V5G 3S8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 12

CERTIFIED BY/CERTIFIÉES PAR

 REGISTRAR OF PERSONAL PROPERTY SECURITY/
 LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

(cr)2fs 09/2013)



RUN NUMBER : 255
RUN DATE : 2014/09/12
ID : 20140912092520.53

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE


REPORT : PSSR060
PAGE : 13
(1513)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : FAIRVIEW NURSING HOME LIMITED
FILE CURRENCY : 11SEP 2014

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
694028268	20140226	1650	1590	7492
680825736	20120820	1946	1531	9860
673725609	20111018	1639	1902	5961
663051798	20100719	1517	1793	7932
663053022	20100719	1537	1793	7936
662748912	20100707	1554	2639	0140
850832199	19990507	1819	1531	5365
9070617A5	70617A	20040429	1457	1530 8870 20090325 1456 1530 2827

10 REGISTRATION(S) ARE REPORTED IN THIS ENQUIRY RESPONSE.

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crl)3 09/2013)



APPENDIX E

LAND
REGISTRY
OFFICE #66

21296-0399 (LT)

PREPARED FOR MichaelLay
ON 2014/09/12 AT 09:14:44

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

PROPERTY DESCRIPTION: LT 7-8 PL 366 CITY WEST; PT LT 9 PL 366 CITY WEST; PT LANE PL 366 CITY WEST CLOSED BY CT526323, PT 3, 4, 6, 63R2391; PT LT 17-18 PL 1051 TORONTO PT 1, 63R2391; S/T CT500560E, CT526917E; CITY OF TORONTO

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:

FIRST CONVERSION FROM BOOK

PIN CREATION DATE:

2003/03/24

OWNERS' NAMES

FAIRVIEW NURSING HOME LIMITED

CAPACITY SHARE

BENO

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE: 2003/03/21 **						
**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:						
** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *						
** AND ESCHEATS OR FORFEITURE TO THE CROWN.						
** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF						
** IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY						
** CONVENTION.						
** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.						
**DATE OF CONVERSION TO LAND TITLES: 2003/03/24 **						
63R2363	1981/06/19	PLAN REFERENCE				C
63R2391	1981/07/30	PLAN REFERENCE				C
CT500560	1981/09/29	TRANSFER	\$1		FAIRVIEW NURSING HOME LIMITED	C
CT500560E	1981/09/29	TRANSFER EASEMENT			THE CORPORATION OF THE CITY OF TORONTO	C
CT526917	1982/04/07	TRANSFER	\$1		FAIRVIEW NURSING HOME LIMITED	C
CT526917E	1982/04/07	TRANSFER EASEMENT			THE CORPORATION OF THE CITY OF TORONTO	C
CT554379	1982/10/13	AGREEMENT			THE CORP. OF THE CITY OF TORONTO	C
REMARKS: DEVELOPMENT						
CT602855	1983/06/29	AGREEMENT			THE CORP. OF THE CITY OF TORONTO	C
REMARKS: AMENDING, CT554379						

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

NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

LAND
REGISTRY
OFFICE #66

21296-0399 (LT)

PREPARED FOR MichaelLay
ON 2014/09/12 AT 09:14:44

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
CT802464	1986/07/21	NOTICE REMARKS: RIGHT OF FIRST REFUSAL				C
CT837982	1986/12/19	ASSIGNMENT GENERAL REMARKS: RIGHT OF FIRST REFUSAL				C
CT994474	1988/12/01	CHARGE		*** COMPLETELY DELETED ***	THE TORONTO DOMINION BANK	
AT2450748	2010/07/19	CHARGE	\$1,500,000	FAIRVIEW NURSING HOME LIMITED	THE TORONTO-DOMINION BANK	C
AT2450749	2010/07/19	NO ASSGN RENT GEN REMARKS: AT2450748		FAIRVIEW NURSING HOME LIMITED	THE TORONTO-DOMINION BANK	C
AT3120276	2012/09/05	DISCH OF CHARGE REMARKS: CT994474.		*** COMPLETELY DELETED *** THE TORONTO DOMINION BANK		
AT3487149	2013/12/24	APL COURT ORDER		ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)	BDO CANADA LIMITED	C
AT3527775	2014/02/26	CHARGE	\$800,000	FAIRVIEW NURSING HOME LIMITED	RESPONSIVE HEALTH MANAGEMENT INC.	C

APPENDIX F

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN THE MATTER OF THE RECEIVERSHIP OF
FAIRVIEW NURSING HOME LIMITED
of the City of Toronto, in the Province of Ontario

RECEIVER'S INTERIM STATEMENT OF RECEIPTS AND DISBURSEMENTS
AS AT SEPTEMBER 12, 2014

RECEIPTS

1. Received from:			
a) Advances under Receiver's Certificates ^{Note B}	\$	499,160.25	
b) Fairview Nursing Home Limited		30,098.18	\$ 529,258.43
2. Bank interest earned			23.34
3. Realization of assets: Deposit on <i>en bloc</i> sale ^{Note C}			150,000.00
Total Receipts			679,281.77

DISBURSEMENTS

4. Consulting fees - Environmental consultant			32,525.00
5. Professional fees and disbursements			
a) Receiver		66,545.41	
b) Legal counsel to the Receiver		48,600.10	115,145.51
6. Miscellaneous:			
a) HST paid on disbursements			19,180.92
7. Distribution to the Toronto-Dominion Bank ^{Note D}			358,000.00
Total Disbursements			524,851.43

NET RECEIPTS OVER DISBURSEMENTS			\$ 154,430.34
--	--	--	----------------------

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN THE MATTER OF THE RECEIVERSHIP OF
FAIRVIEW NURSING HOME LIMITED
of the City of Toronto, in the Province of Ontario

Notes:

- (A) Defined terms used in this interim statement of receipts and disbursements, and not otherwise defined have the meaning ascribed to them in the First Report of BDO Canada Limited, in its Capacity as Court-appointed Receiver of Fairview Nursing Home Limited, dated September 15, 2014.

- (B) Pursuant to Paragraph 21 of the Receivership Order, the Receiver is empowered to borrow, by way of revolving credit or otherwise, such monies for the purpose of funding the exercise of its powers under the Receivership Order, making advances to Fairview to fund its operations, and to make payments to the Bank, as contemplated in the Second Forbearance Agreement, provided the outstanding principal amount does not exceed \$750,000. The Receiver received principal sums of \$358,000 and \$141,160.25 from the Herbert Estate and then issued to the Herbert Estate Receiver's Certificate No. 001 and 002, respectively. Of those amounts, \$358,000 was distributed to the Toronto-Dominion Bank, \$100,000 was used for payment of the Receiver's fees and disbursements (including its legal fees), and \$41,160.25 was used in relation to the expenditures incurred by the Receiver in connection with the environmental site assessments and other work performed by Pinchin.

- (C) The Receiver's counsel, Gowling Lafleur Henderson LLP, is currently holding in trust \$150,000, representing the deposits paid by Schlegel Villages Inc. in connection with its Agreement of Purchase and Sale, dated July 22, 2014, as amended.

- (D) Pursuant to the Second Forbearance Agreement, a \$358,000 distribution was made to The Toronto-Dominion Bank.

APPENDIX G

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

THE TORONTO-DOMINION BANK

Applicant

- and -

FAIRVIEW NURSING HOME LIMITED

Respondent


**AFFIDAVIT OF MATTHEW E. LEM
(Sworn September 12, 2014)**

I, **MATTHEW LEM**, of the Town of Erin, in the Province of Ontario, **MAKE OATH AND SAY:**

1. I am Senior Vice President of BDO Canada Limited, court-appointed receiver (the "Receiver") of all the assets, property, and undertaking of the Respondents. As such I have knowledge of the matters to which I hereinafter depose.
2. Attached hereto as Exhibit "A" to this my affidavit is a true copy of the accounts prepared by the Receiver reflecting the work completed from November 27, 2013 to March 31, 2014, and from April 1, 2014 to August 31, 2014, respectively. The fees and disbursements itemized in the attached invoices totalled \$147,844.10, excluding applicable Harmonized Sales Tax.
3. The hourly billing rates applied to the invoice of the Receiver are the Receiver's normal hourly rates which were in effect during the Receiver's appointment to date. The average hourly rate charged by the Receiver during this period was \$409.84 per hour.
4. Particulars of the persons who performed the work, the time spent and the fees associated with such work are contained in the attached accounts.
5. I hereby confirm that this information accurately reflects the services provided by the Receiver in this matter and the fees and disbursements claimed by it.
6. This affidavit is sworn in support of the Receiver's motion for, among other things, the approval of its fees and disbursements and for no other or improper purpose.

Attached is Exhibit "A"
Referred to in the
AFFIDAVIT OF MATTHEW E. LEM

Sworn before me
this 12th day of September, 2014



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

Nicole Marie Ormond, a Commissioner etc.,
Province of Ontario, for BDO Canada Limited,
Trustee in Bankruptcy.
Expires September 12, 2015.



Tel: 905 508 0080
 Fax: 905 508 0012
 www.bdo.ca

BDO Canada Limited
 45 Vogelil Road
 Suite 300
 Richmond Hill, ON L4B 3P6 Canada

INVOICE

Fairview Nursing Home Limited
 14 Cross Street
 Toronto, ON
 M6J 1S8

Attention: Lisa Chambers
 Vice President, Treasurer-Secretary

Invoice Date

28 May 2014

Invoice No.

87818723

Re: Fairview Nursing Home Limited ("Fairview") - Receivership

TO PROFESSIONAL SERVICES rendered in acting as Court-appointed receiver of Fairview Nursing Home Limited, for the period from 4 December 2013 to 31 March 2014, as per detailed time records attached:

OUR FEES IN ALL	\$ 63,888.50
DISBURSEMENTS:	
Administrative Disbursement Charge (4%)	2,555.54
Travel	<u>101.37</u>
TOTAL FEES AND DISBURSEMENTS	66,545.41
HARMONIZED SALES TAX (13.00%) - R101518124	<u>8,650.90</u>
BALANCE DUE	<u><u>\$ 75,196.31</u></u>

SUMMARY OF TIME CHARGES BY PROFESSIONAL:

Professional	Hours	Average	
		Hourly Rate	Amount
Matthew E. Lem, Partner	36.00	\$ 510.00	\$ 18,360.00
Robyn White, Senior Manager	7.60	\$ 410.00	3,116.00
Darren Griffiths, Manager	129.30	\$ 325.00	42,022.50
Nicole Sagolili, Manager	1.20	\$ 325.00	390.00
Total	<u>174.10</u>		<u>\$ 63,888.50</u>

DETAILED SUMMARY OF TIME:

Date	Professional	Description of Work	Hours
4-Dec-13	Lem, M.	Attend to correspondence received on file; call to C. Prophet at Gowlings.	0.10
5-Dec-13	Lem, M.	Review and provide comments on draft Order.	0.30
5-Dec-13	White, R.	Review draft Order; email M. Lem re: K. Malcolm Affidavit.	0.20
9-Dec-13	Lem, M.	Discussion with C. Prophet re: engagement.	0.10
10-Dec-13	Lem, M.	Call with C. Prophet and F; Lamie of Gowlings re: engagement.	0.30
11-Dec-13	Lem, M.	Call with CBRE re: submitting a proposal to sell business; discussion with J. Dietrich re: sale process; discussion with S. Mitra re: draft Order; discussion with F. Lamie re: same.	0.60
12-Dec-13	Lem, M.	Attend to call from J. Marin.	0.30
12-Dec-13	Sagolili, N.	Discussions with M. Lem re: sale process; call with S. Jensen (Jensen Realty) re: proposal to sell.	0.20
13-Dec-13	Lem, M.	Attend to various correspondence re: application for the appointment of a receiver.	0.20
16-Dec-13	White, R.	Review and amend list of requested documents; review emails.	1.10
16-Dec-13	Lem, M.	Review correspondence received; preparation of list of information required; discussion with R. White re: same; email to counsel for Estate, Fairview and TD Bank.	1.10
17-Dec-13	Lem, M.	Discussion with C. Prophet re: proposed changes to Order; attend to various correspondence received; discussion with D. Griffiths re: engagement; update discussion with F. Lamie re: conference call with counsels, including MOH, TD, the Fairview and the Estate.	0.80
17-Dec-13	Griffiths, D.	Discussion with M. Lem re: file and next steps; review of Application Record and related correspondence; overview of cash flow reporting materials; attend to arrangements for a meeting with Responsive re: monitoring; contact realtor (J. Jensen) to discuss pending listing proposal and associated information requirements.	2.00

Date	Professional	Description of Work	Hours
18-Dec-13	Griffiths, D.	Communications with R. White in connection with scheduling of meeting and financial reporting materials; receive update from counsel in connection with adjournment of court hearing; review of proposed amendments to Receivership Order and e-mail exchanges pertaining to Responsive termination issue; review CBRE listing proposal; call with J. Jensen to determine availability for site tour; review application of E-Service Protocol compliance requirements for this proceeding.	1.00
18-Dec-13	Lem, M.	Review revised Order; discussion with C. Prophet and F. Lamie re: same; discussion with D. Griffiths re: Jensen; correspondence with J. Marin; review correspondence from CBRE; call to Fairview re: coordination of site visit; coordination of Case Website as per E-Service Protocol.	1.10
19-Dec-13	Lem, M.	Review correspondence received re: Order and appraisal.	0.30
19-Dec-13	Griffiths, D.	Communications with R. White in connection with Fairview monthly reporting and overview of historical financial information supplied; review proposed revisions to Receivership Order; coordinate site attendance with J. Jensen and supply October LTCH payment calculation.	1.00
20-Dec-13	Griffiths, D.	Receipt and review of Receivership Order and coordinate upload to BDO extranet site; address E-Service Protocol compliance with S. Mitra; coordinate obtaining current financial information including creditors listing and mailing addresses; attend Fairview with M. Lem and tour facility; subsequent meeting to discuss next steps.	3.00
20-Dec-13	White, R.	Emails to and from D. Griffiths re: accounts payable list; email F. Lin.	0.20
20-Dec-13	Lem, M.	Attend Fairview; meet with P. Gauci, together with D. Griffiths to tour facility; discussion with E. Cuttini; attend to call from S. Mitra.	2.00
23-Dec-13	Lem, M.	Review file issues with D. Griffiths re: case website, sale process and monitoring; correspondence with J. Marin and F. Lamie re: S. 245 Notice and other.	0.20
23-Dec-13	White, R.	Review and respond to emails form D. Griffiths re: Receiver's report and creditors list.	0.10

Date	Professional	Description of Work	Hours
23-Dec-13	Griffiths, D.	Meetings with M. Lem to discuss file status and next steps; draft e-mail to Fairview's counsel re: following up on listing information requirements, disbursement stay provisions, and logistics of creditor/employee/resident notification; review of financial information supplied by Fairview's bookkeeper; coordinate creditor mailing; follow up with J. Jensen in connection with rescheduling of site visit and supply December LTC payment calculation; attend to Case website content issues as per Order and E-Service Protocol; related communications with counsel (F. Lamie) to obtain requisite documents and address E-Service list keeper; coordinate registration of receivership appointment Order on title to the real property.	8.00
24-Dec-13	Griffiths, D.	Attend to Case website; communications with counsel (F. Lamie) and M. Lem re: same.	3.50
24-Dec-13	Lem, M.	Finalize and forward update to counsels for stakeholders; discussions with D. Griffiths re: Case website.	0.50
30-Dec-13	Lem, M.	Review and adjust s. 245 notice; attend to correspondence with J. Marin re: same.	0.50
30-Dec-13	Griffiths, D.	Draft Notice and Statement of Receiver; related meetings with M. Lem to discuss content and comments supplied by Fairview's counsel; compile Service List addresses and coordinate mailing; fax to OSB; coordinate update to Case website.	3.50
2-Jan-14	Lem, M.	Follow-up with J. Marin re: outstanding information; discussion with D. Griffiths re: OR issue on Receiver's Notice.	0.20
2-Jan-14	Griffiths, D.	Review file materials supplied by M. Lem; call with OSB to discuss s.245 vs. s.246 reporting requirements; call with R. White to discuss file status and next steps.	1.00
2-Jan-14	White, R.	Review appointing Order and supporting documents; review December Render Report; review emails; review Notice of Receiver; telephone discussion with D. Griffiths re: Render Report and cash-flow.	0.70
3-Jan-14	White, R.	Discuss administration with M. Lem; review Responsive Agreement with Fairview; telephone call with D. Griffiths.	0.50
3-Jan-14	Griffiths, D.	Coordinate upload of Notice of Receiver to Case website; call with R. White to discuss December Render Report; communications with J. Jensen in connection with Fairview site attendance and underlying land value; coordinate meeting with J. Jensen and M. Lem at BDO Hamilton office.	1.20
3-Jan-14	Lem, M.	Review web page posting for case website; discussions with D. Griffiths re: same.	0.50

Date	Professional	Description of Work	Hours
6-Jan-14	White, R.	Telephone call with B. Saleh (Responsive) re: information required by Receiver for sales process and for monitoring cash flows.	0.50
6-Jan-14	Griffiths, D.	Confirm meeting arrangements with J. Jensen and receive update on site attendance; overview of current financial information received via Responsive's counsel.	0.40
6-Jan-14	Lem, M.	Discussion with J. Dietrich; attend to various correspondence from J. Marin re: MOH call; discussion with J. Marin re: same; review information received from J. Marin and other.	0.60
7-Jan-14	Griffiths, D.	Review Phase I ESA report and Baseline Property Assessment report completed by Pinchin Environmental; contact Pinchin and AMEC to request Phase II ESA proposals; related call with Pinchin to discuss and obtain consent to release Phase I ESA report; supply Phase I ESA to J. Jensen and call to discuss; update M. Lem and address further inquiries with Pinchin (Phase II ESA turnaround time); review Fairview compliance/clinical highlight report; call with R. White to discuss status of information to be supplied by Responsive.	1.50
7-Jan-14	White, R.	Telephone calls and emails with B. Saleh re: back up for liability to Ministry of Health; review spreadsheets related to same and discuss with B. Saleh; telephone calls with M. Lem re: status of information requested for sale process.	1.20
7-Jan-14	Lem, M.	Review of Phase I ESA information received from J. Dietrich; call with C. Prophet re: issues and MOH call; call with J. Marin and other stakeholders; conference call with MOH.	0.80
8-Jan-14	Lem, M.	Review documents and proposal from Pinchin; attend to various correspondence re: information requested and potential sale.	0.40
8-Jan-14	Griffiths, D.	Further communications with Pinchin in connection with Phase II ESA quote, turnaround time, and GPR survey; receipt and review of finalized Pinchin reports including Asbestos Assessment; communications with AMEC to obtain second Phase II ESA quote; receipt and review of Pinchin cost estimate; related updates to M. Lem; review requested information received from Fairview and Responsive.	3.00
9-Jan-14	Lem, M.	Review of Phase II ESA proposals; discussions with D. Griffiths re: same and sale process issues; call to J. Marin; review draft letter to MOH; provide comments and discussion with C. Prophet re: same; draft email to stakeholders re: Phase I ESA and Phase II ESA proposals.	1.30

Date	Professional	Description of Work	Hours
9-Jan-14	Griffiths, D.	Review AMEC Phase II ESA proposal and compare to Pinchin proposal; various communications with AMEC and Pinchin in connection with scope of work and cost estimates outlined in proposals; related communications with M. Lem and summarize AMEC vs. Pinchin proposals and associated cost estimates; further review of information supplied by Responsive and compare to Jensen list of information requirements; coordinate provision of information to Jensens; call with J. Jensen to discuss information received from Responsive to date and next steps; review draft letter to MOH regarding clawback deferral.	5.50
10-Jan-14	Lem, M.	Discussion with J. Marin; finalize and send email re: Phase I and II ESA; discussion with S. Mitra re: same.	0.50
10-Jan-14	Griffiths, D.	Coordinate provision of information to Jensens; communications with J. Jensen/S. Jensen re: same; receive further information from Responsive and further coordinate providing same to Jensens; review updated schedule of information requirements; review correspondence pertaining to Phase II ESA.	2.30
13-Jan-14	Griffiths, D.	Follow up with Responsive regarding survey; meet with Jensens to discuss marketing strategy and related issues; address subsequent inquiries and supply site particulars obtained from appraisals; call with OSB to discuss s.246 reporting requirement; communications with Pinchin in connection with Phase II ESA and timing of EM/GPR survey; supply Pinchin with requested site particulars and address snow removal issue; coordinate execution of amended Pinchin contract and issue; notify AMEC regarding proposal; related updates to M. Lem.	4.00
13-Jan-14	Lem, M.	Attend meeting with Jensens re: proposal to sell; discussion with J. Dietrich re: Phase II ESA commencement and sale; attend to correspondence; discussions with D. Griffiths and execution of agreement re: Phase II ESA.	1.80
14-Jan-14	Griffiths, D.	Call with B. Saleh (Responsive) to discuss status of information requirements including 2014 budget and survey requested by J. Jensen; coordinate Jensen site tour with P. Gauci (Responsive) and receive update in connection with employee/resident sale notification; further communications with Pamela in connection with Phase II ESA and site accessibility for GPR survey; related communications with Pinchin to coordinate advance attendance by surveyor to assess GPR survey area; overview of additional materials supplied by Responsive and coordinate providing same to Jensens; related notification to J. Jensen; update M. Lem on various matters.	2.00
14-Jan-14	White, R.	Review and respond to correspondence received.	0.20

Date	Professional	Description of Work	Hours
15-Jan-14	Griffiths, D.	Receive update from Pinchin in connection with site accessibility for GPR survey; call with J. Jensen to discuss listing proposal concerns; address Jensen request for authorization to communicate with E. Cuttini (Responsive) and TD confirmation regarding survey and CMHC insurance with M. Lem; further communications with Jensen.	0.50
16-Jan-14	Griffiths, D.	Confirm with Responsive attendance by S. Jensen; subsequent call with S. Jensen to discuss site attendance and status of listing proposal; related update to M. Lem and receive update in connection with survey and CMHC; receive update from R. White in connection with timing of financial information to be supplied by Responsive.	0.50
17-Jan-14	Griffiths, D.	Receipt and review of January 2014 Render Report and call with R. White to discuss; receive update in connection with financial information to be supplied by Responsive; follow up with Pinchin on status of GPR survey and receive update; call with J. Jensen to discuss status of listing proposal; related updates to M. Lem.	0.70
17-Jan-14	White, R.	Telephone call with D. Griffiths re: Render Report and monitoring cash-flow.	0.20
17-Jan-14	Lem, M.	Review correspondence from Pinchin re: GPR survey results; update to key stakeholders on Pinchin's initial findings.	0.20
20-Jan-14	Griffiths, D.	Review listing proposal/agreement supplied by J. Jensen and report to M. Lem; related communications with J. Jensen to clarify proposal terms; draft e-mail to stakeholder's counsel summarizing Jensen/CBRE listing proposals; related review of CBRE listing proposal; receive update from Pinchin in connection with GPR survey; supply January 2014 LTC payment calculation to Jensen; communications with R. White in connection with monitoring information requirements.	4.50
20-Jan-14	Lem, M.	Discussion with D. Griffiths re: status of GPR results review, monitoring and proposal from Jensens; discussion with R. White re: potential purchasers and monitoring; attend to correspondence from E. Cuttini; discussion with J. Jensen re: same; call to M. Burnett of CBRE; review and adjust update to counsel to stakeholders.	1.50
21-Jan-14	Lem, M.	Update of status of GPR survey; advise counsel for stakeholders; call to CBRE; email to counsel for stakeholders on listing proposals.	0.30

Date	Professional	Description of Work	Hours
21-Jan-14	Griffiths, D.	Receive update from Pinchin in connection with GPR survey preliminary results; related update to M. Lem and J. Jensen; call with J. Jensen to discuss status of pending listing; receipt and overview of financial information supplied by Responsive (December bank statements, cheque stubs, and January 2014 Render Report); review M. Lem's update to Stakeholder's counsel in connection with Jensen/CBRE listing proposals.	1.00
22-Jan-14	Griffiths, D.	Discuss Jensen/cooperating broker commission structure with M. Lem; detailed review of file materials in connection with cash flow monitoring.	6.00
22-Jan-14	White, R.	Detailed email to L. Cormack of Leisure World re: possible interest in assets.	0.20
23-Jan-14	White, R.	Correspondence with L. Cormack of Leisure World re: possible interest in property.	0.20
23-Jan-14	Griffiths, D.	Address listing concern raised by stakeholder's counsel with J. Jensen; related call to discuss.	0.40
24-Jan-14	Lem, M.	Attend to calls from potential purchasers/agents; discussion with J. Jensen re: sale process.	0.50
24-Jan-14	Griffiths, D.	Coordinate issue of OSB acknowledgement letter to R. White; update M. Lem on Jensen communications.	0.40
27-Jan-14	Griffiths, D.	Meet with M. Lem to discuss status of Jensen listing and MOH clawback deferral; follow up with Gowlings re: content of Jensen listing agreement and request draft APS; review of comments supplied; follow up with Pinchin on timing of Phase II ESA; respond to calls received from prospective purchasers; call with Roynat to discuss BDO role and receipt of supplied lease agreement; call with S. Jensen to discuss marketing next steps.	1.40
27-Jan-14	Lem, M.	Various correspondence with J. Dietrich re: listing arrangements with Jensens; attend to various correspondence re: comments on draft listing proposal from Jensens.	0.50
27-Jan-14	Griffiths, D.	Address counsel comments on listing agreement with S. Jensen and supply marked up version; communications with S. Jensen in connection with sunset date vs. traditional marketing and listing terms; review of December financials supplied by Responsive.	2.00

Date	Professional	Description of Work	Hours
28-Jan-14	Griffiths, D.	Attend to provision of current financial information to Jensens re: data room; ongoing communications with S. Jensen and M. Lem in connection with listing agreement amendments and co-operating broker commission structure; review marketing materials supplied by Jensens and address proposed confidentiality agreement with counsel; follow up with Responsive (B. Saleh and E. Cuttini) re: normalized operating budget; further communications with S. Jensen in connection with marketing approach, sale timeline, and key milestone dates.	4.30
28-Jan-14	Lem, M.	Attend to correspondence from J. Dietrich re: Jensens and listing; discussion with J. Dietrich re: same; update on sale process and contact potential purchasers; review correspondence from Jensens.	0.90
29-Jan-14	Griffiths, D.	Further communications with Responsive in connection with normalized budget; ongoing communications with S. Jensen in connection with listing agreement and offering procedure; communications with counsel in connection with listing agreement amendments and review comments supplied in connection with confidentiality agreement; related communications with S. Jensen; compile list of prospective purchasers and supply to S. Jensen; call with prospective purchaser; attend to issue re: listing price.	2.20
29-Jan-14	Lem, M.	Discussion with C. Prophet re: MOH follow-up; correspondence from L. Chambers re: previous interested parties; review Gowlings comments on NDA;	0.40
30-Jan-14	Griffiths, D.	Draft receiver certificate; review correspondence pertaining to MOH clawback deferral; ongoing communications with S. Jensen in connection with marketing launch and content of CA/NDA; related communications with counsel to address proposed agent inquiries covering materials and mandate page; Review finalized CA/NDA to verify amendments; Review past information received by the Chambers re: prospective purchasers; communications with Responsive in connection with normalized budget; call with counsel (Frank Lamie) to discuss status and content of APS; calls (several) with S. Jensen to discuss various matters including online data room, listing agreement, and list price disclosure; update M. Lem and coordinate interim distribution to TD Bank.	4.30
30-Jan-14	White, R.	Telephone call with D. Griffiths re: package for sale of assets.	0.20

Date	Professional	Description of Work	Hours
30-Jan-14	Lem, M.	Attend to correspondence from J. Marin re: deferral agreement from MOH; review same; attend to various correspondence re: wire transfer for funds being distributed to TD Bank and issuance of Receiver's Certificate; review and adjust Receiver's Certificate; discussions with TD Bank re: same; review correspondence from L. Chambers re: previous letter of interest.	1.80
31-Jan-14	Griffiths, D.	Amend Jensen listing agreement and address with M. Lem; review counsel comments on Jensens' sale process website and address same with S. Jensen; discuss various matters with M. Lem including amended listing agreement, Receiver's Certificate, and interim distribution to TD Bank; review content of online data room and address related concerns with S. Jensen (i.e. disclosure of list price); update Jensens on status of MOH clawback deferral; review proposed Loopnet and Globe & Mail advertisements; call with S. Jensen to discuss various matters and provide instructions to initiate contact with prospective purchasers.	2.70
31-Jan-14	Lem, M.	Attend to distribution to TD Bank; correspondence with J. Dietrich and other key stakeholders re: confirmation of receipt of funds, issuance of Receiver's Certificate and distribution to TD Bank.	0.50
3-Feb-14	Griffiths, D.	Follow up with Pinchin on status of Phase II ESA, further communications regarding drilling issue, and update M. Lem; meet with M. Lem to discuss Jensen listing agreement and address PIPEDA concern with counsel; amend marketing authority commentary and address with S. Jensen; revisit list price disclosure; review projections set out in Forbearance Agreement and other materials supplied by Responsive; call with F. Lin to discuss operation of bank accounts and request statements; discuss monitoring requirements with M. Lem.	3.50
4-Feb-14	Griffiths, D.	Review of financial information supplied by Responsive including budget to actual cash-flow analysis and banking materials supplied by F. Lin; e-mail to E. Cuttini (Responsive) addressing budget to actual variance and request additional information required in connection with monitoring; call with E. Cuttini to discuss; communications with M. Lem in connection with amendments to listing agreement, list price disclosure, and cash flow monitoring; related update to R. White; review amended listing agreement commentary supplied by counsel and address with S. Jensen; further amend listing agreement to incorporate same and supply to Jensens; review title search supplied by counsel and request property tax certificate.	5.50
4-Feb-14	Lem, M.	Attend to correspondence received.	0.20
5-Feb-14	Lem, M.	Review correspondence from Pinchin; update to counsels for key stakeholders.	0.20

Date	Professional	Description of Work	Hours
5-Feb-14	Griffiths, D.	Receive updates from Pinchin in connection with Phase II ESA drilling and update M. Lem; communications with S. Jensen in connection with data room content.	0.20
6-Feb-14	Lem, M.	Discussion with prospective purchaser; discussion with J. Dietrich re: ESA and accelerated timing; discussion with D. Griffiths re: same; review correspondence from Pinchin re: same; correspondence with J. Dietrich re: same.	0.50
6-Feb-14	Griffiths, D.	Address inquiries with Pinchin in connection with supplied drilling update and cost/timing of expedited lab results; coordinate execution of amended Listing Agreement and supply to Jensen; communications with S. Jensen in connection with list price disclosure, access to online data room, and advertising; related call to discuss.	1.50
7-Feb-14	Griffiths, D.	Receive instructions in connection with expedited lab results and notify Pinchin; supply requested building particulars to S. Jensen; address requested release of appraisals and supply to S. Jensen; review and approve Loopnet online listing; call with S. Jensen to discuss various matters including contact with identified potential purchaser; follow up with E. Cuttini (Responsive) re: requested financial information and review of materials supplied (A/R, A/P, and priority payables) along with explanation of forecast variance.	1.50
10-Feb-14	Griffiths, D.	Draft response to prospective purchaser; follow up with counsel on draft APS; receive update regarding property taxes; communications with J. Jensen in connection with listing agreement concerns; call with M. Lem to discuss file status.	1.30
11-Feb-14	Lem, M.	Review and adjust correspondence with broker for potential bidders; update discussion with D. Griffiths re: sale process, monitoring and other.	0.50
11-Feb-14	Griffiths, D.	Further communications with J. Jensen in connection with content of listing agreement and review proposed amendments; related communications with counsel (F. Lamie) also addressing content of CA/NDA; supply counsel amendments to J. Jensen and call to discuss; follow up with Responsive re: budget to actual comparative analysis and bank reconciliations; communications with Fairview bookkeeper (F. Lin) requesting bank statements and current balance sheet; correspondence with potential purchaser; call with F. Lamie re: form of APS.	4.00
12-Feb-14	Lem, M.	Discussion with Gowlings re: Jensens' listing agreement.	0.20
12-Feb-14	Lem, M.	Review listing agreement; discussion with C. Prophet and F. Lamie re: adjustments to listing agreement and issues raised by Jensens.	0.30

Date	Professional	Description of Work	Hours
12-Feb-14	Griffiths, D.	Review further amended Listing Agreement supplied by counsel (C. Prophet) and supply to J. Jensen; review Jensen's responding revisions and move to finalize same; related communications re: amendments to CA/NDA and move to finalize same; communications with S. Jensen regarding interest of GEM Health Care and how to deal with prospective purchaser inquiries; address MOH funding inquiry with J. Jensen; draft memo to Stakeholder's in connection with monitoring and information requested from Responsive.	4.00
13-Feb-14	Griffiths, D.	Compile e-mail addresses and draft E-Service list; receipt and overview of January 2014 bank statements and cancelled cheques supplied by F. Lin; receipt and review of property tax certificate and supply to J. Jensen; receipt and review of executed listing agreement and final form of CA/NDA supplied by J. Jensen; receipt and review of Jensens' Agency Relationship Brochure.	1.00
14-Feb-14	Lem, M.	Attend to issues concerning e-service address list to be posted to Case website.	0.20
14-Feb-14	Griffiths, D.	Amend E-Service List and coordinate upload to Case website; follow up with B. Saleh at Responsive information requested; coordinate execution of finalized listing agreement and forward same to J. Jensen; follow up on status of APS; approve revised Globe & Mail advertisements and call with S. Jensen to discuss marketing activities (brochure vs. online data room) and requirement for weekly reporting; contact L. Chambers regarding site tours; address Jensens' request to communicate with Responsive; contact Pinchin in connection with Phase II ESA; attend to file status update.	3.50
18-Feb-14	Lem, M.	Attend to call from A. Chambers; call to J. Jensen; review correspondence from J. Jensen.	0.20
19-Feb-14	Lem, M.	Update discussion with J. Jensen re: sale process; discussion with P. Gauci re: coordination of tours; update discussion with A. Chambers and email correspondence with L. Chambers re: point of contact for tours.	0.90
21-Feb-14	Lem, M.	Discussion with Pinchin re: environmental report; update discussion with J. Jensen re: sale process.	0.20
24-Feb-14	Lem, M.	Review Pinchin Phase II ESA; discussion with J. Dietrich re: same; discussion with D. Griffiths re: same and sale process progress; forward Phase II ESA to stakeholders; review correspondence from J. Jensen.	1.00

Date	Professional	Description of Work	Hours
24-Feb-14	Griffiths, D.	Review correspondence including Jensens marketing report and Phase II ESA; call with J. Jensen to discuss status of marketing efforts; communications with Pinchin in connection with delineation cost estimate and reliance letter; further communications with Pinchin re: report findings; follow up with counsel (F. Lamie) re: status of APS and update J. Jensen; follow up on status of execution of CA/NDA by prospective purchaser.	1.50
25-Feb-14	Lem, M.	Review draft APS; review same with D. Griffiths; forward marketing report to stakeholders.	2.00
25-Feb-14	Griffiths, D.	Further communications with Pinchin in connection with Phase II ESA findings; receipt and review of draft APS supplied by counsel (F. Lamie); related meeting with M. Lem to discuss content; call with F. Lamie to discuss amendments.	1.50
26-Feb-14	Griffiths, D.	Communications with J. Jensen to address report disclosure to prospective purchasers; follow up with Pinchin in connection with Supplemental Phase II ESA proposal; receipt and review of February 2014 Render Report and banking materials supplied by Fairview accountant (F. Lin); receipt and review of amended APS supplied by counsel (F. Lamie) and confirm conference call.	1.50
27-Feb-14	Griffiths, D.	Review Pinchin proposal (Supplemental Phase II ESA) and address related inquiries; draft e-mail to key stakeholders re: approval to proceed with Pinchin proposal; ongoing communications with J. Jensen in connection with prospective purchaser inquiries, tours, and other issues; supply Jensen with copies of Pinchin reports; email L. Chambers re: communication protocol; conference call with M. Lem and counsel (F. Lamie and C. Prophet) re: content of APS; supply counsel (F. Lamie) with employee listings, union collective agreements, and lease particulars in connection with APS.	4.00
27-Feb-14	Lem, M.	Call with Gowlings re: draft form of APS.	0.30
28-Feb-14	Lem, M.	Review correspondence from J. Jensen; call with C. Prophet and F. Lamie, together with D. Griffiths, then also later with J. Jensen re: sale process; correspondence with stakeholders re: funding for Supplementary Phase II ESA.	0.80
28-Feb-14	Griffiths, D.	Supply marked up version of draft APS to counsel (F. Lamie) requesting further revisions; call with J. Jensen to discuss ESA reports; related conference call with counsel and M. Lem; subsequent conference call with Jensens re: ESA report disclosure to potential purchasers; review prospective purchaser e-mail exchanges with Jensen; address Supplemental Phase II ESA stakeholder approval.	1.00

Date	Professional	Description of Work	Hours
3-Mar-14	Griffiths, D.	Review Jensen communications with prospective purchasers; review additional information supplied by Responsive; call with J. Jensen ESA report disclosure; receive update from Pinchin on utility locates and drilling schedule; address Supplemental Phase II ESA timeline and benefit of expedited lab results with Pinchin; follow up with B. Saleh re: January financials and roll forward of budget to actual comparison.	2.00
4-Mar-14	Griffiths, D.	Review Supplemental Phase II ESA timeline supplied by Pinchin; review Jensen marketing activity report; address purchaser deposit logistics; call with Jensens to discuss Phase II Supplemental Report timing and benefit of rushed lab results; follow up with counsel regarding APS amendments; review APS amendments and conference call to discuss.	2.00
4-Mar-14	Lem, M.	Attend to correspondence on Supplementary Phase II ESA; follow-up with A. Rabinowitz re: funding; call with C. Prophet, together with D. Griffiths re: draft APS.	0.60
5-Mar-14	Griffiths, D.	Receipt and review of January financial information received from Responsive (B. Saleh); review same with B. Saleh; review further revisions to draft APS supplied by counsel (C. Prophet) and call to discuss further proposed amendments; incorporate APS amendments and issue to Jensen along with preamble commentary; call with S. Jensen re: same; review union Collective Agreements and coordinate Responsive follow up; coordinate counsel (F. Lamie) access to online data room; call with Pinchin to discuss pending Authorization to Proceed and Supplemental Phase II ESA timeline; related updates to M. Lem.	4.50
5-Mar-14	Lem, M.	Attend to matters related to draft APS to be provided to prospective purchasers; provide update and copy of same draft APS to key stakeholders.	0.50
6-Mar-14	Griffiths, D.	Further communications with S. Jensen in connection with union Collective Agreements and to coordinate preparation of equipment/chattels listing; ongoing communications with S. Jensen to address prospective purchaser inquiries.	0.40
7-Mar-14	Griffiths, D.	Review updated marketing report supplied by Jensens; correspondence with S. Jensen to address prospective purchaser inquiries; call with S. Jensen to discuss status of marketing activities and address notification of APS existence; receive approval to proceed with Supplemental Phase II ESA and coordinate with Pinchin; address related matters pertaining to decommission cost estimates and supply requested contact information for Fairview on site representative.	1.20

Date	Professional	Description of Work	Hours
7-Mar-14	Lem, M.	Attend to call from prospective purchaser; attend to sale process update; attend to email from Pinchin re: update on ESA sampling performed; provide update to key stakeholders.	0.50
10-Mar-14	Griffiths, D.	Communications with S. Jensen to address prospective purchaser inquiries; communications with Responsive (B. Saleh) in connection with inventory/accounts receivable valuations and follow up on roll forward of budget to actual comparison; address proposed NDA revisions by a potential purchaser with counsel (F. Lamie) and call to discuss.	1.00
10-Mar-14	Lem, M.	Attend to and review correspondence from Jensens.	0.10
11-Mar-14	Griffiths, D.	Communications with Responsive (B. Saleh) in connection with budget to actual roll forward comparative analysis; follow up with S. Jensen re: union collective agreements and equipment/chattels listing; related updates to M. Lem and call to discuss.	0.30
13-Mar-14	Griffiths, D.	Call with J. Jensen to discuss status of marketing efforts and update M. Lem.	0.30
14-Mar-14	Lem, M.	Attend to review and circulate the marketing reports on sale process to counsel for key stakeholders; follow-up with counsel for the estate trustee re: supplementary Phase II ESA; discussion with D. Griffiths re: Jensens and sale process and Pinchin.	0.50
14-Mar-14	Griffiths, D.	Follow up with J. Jensen regarding outstanding information requested from Responsive and review details supplied; call with S. Jensen re sale process and marketing report updates; receive update on Supplemental Phase II ESA.	1.00
17-Mar-14	Lem, M.	Review Jensens' marketing report; prepare and send update to counsel for key stakeholders; discussion with K. Malcolm of TD Bank.	0.30
17-Mar-14	Griffiths, D.	Review Jensens marketing activity report; follow up with Jensens re: outstanding information requested from Responsive; receipt and overview of bank statements supplied by Fairview accountant (F. Lin).	0.40
18-Mar-14	Griffiths, D.	Communications with P. Gauci to obtain current employee listing (identifying unionized vs. non-unionized employees); receive update from J. Jensen in connection with information requested from Responsive and discuss with M. Lem.	0.20
19-Mar-14	Griffiths, D.	Call with J. Jensen re sale process; update discussion with M. Lem; review list of employees supplied by P. Gauci and request current union Collective Agreements; follow up with B. Saleh (Responsive) re: budget to actual forecast analysis.	1.20

Date	Professional	Description of Work	Hours
19-Mar-14	Lem, M.	Attend to several calls from prospective purchaser; update discussion from D. Griffiths and comments from Jensens re: sale process and Responsive information requested.	0.50
20-Mar-14	White, R.	Review correspondence form MOH re: 2011 and 2012 ARR; file review re: same; telephone discussion with M. Lem and detailed voicemail left for E. Cuttini.	0.70
20-Mar-14	Lem, M.	Review MOHLTC audit/reconciliation for 2011 and 2012; discussion with R. White re: same; discussions with prospective purchasers; update discussion with J. Jensen.	1.00
20-Mar-14	Griffiths, D.	Review MOHLTC reconciliation reports and address pending response deadline with M. Lem; receipt and overview of budget to actual comparative analysis supplied by B. Saleh; further communications with B. Saleh in connection with WSIB issue; review of February Render Report to verify no further clawback; review and approve amended CA/NDA received from prospective purchaser.	1.00
21-Mar-14	White, R.	Conference call with E. Cuttini and B. Saleh to discuss 2011 and 2012 ARR and proposed response to MOH re: disallowances, detailed email to M. Lem re: same.	0.90
21-Mar-14	Griffiths, D.	Further communications with Fairview (F. Lin) in connection with WSIB issue; review WSIB statement addressed to BDO and call with WSIB (multiple individuals) to advise of limited receivership mandate; revise draft service employee Collective Agreement received from Responsive and supply to J. Jensen; call with Jensens re: same; receive update regarding Supplemental Phase II ESA; review updated marketing report supplied by Jensens.	1.20
21-Mar-14	Lem, M.	Attend to call from A. Chambers; attend to call from prospective purchaser and coordinate meeting; various correspondence and call with Pinchin re: lab results received.	0.70
24-Mar-14	Lem, M.	Meeting with J. Jensen, then later with prospective purchasers at Markham office.	1.20
25-Mar-14	Lem, M.	Update discussion with D. Griffiths re: sale process and monitoring; review WSIB issue with N. Sagolili and monitoring; attend to call from C. Prophet.	0.30
26-Mar-14	Lem, M.	Attend to correspondence from J. Jensen.	0.10
27-Mar-14	Griffiths, D.	Communications with B. Saleh (Responsive) in connection with monitoring inquiries; communications with J. Jensen in connection with prospective purchaser inquiries.	0.30
28-Mar-14	Lem, M.	Discussion with D. Griffiths re: sale process matters and draft ESA report; review draft report from Pinchin.	0.80

Date	Professional	Description of Work	Hours
28-Mar-14	White, R.	Review and respond to email from D. Griffiths re: questions from prospective purchaser; review Responsive reply to MOH and voicemail message for B. Saleh re: same.	0.50
31-Mar-14	Griffiths, D.	Review Pinchin environmental reports; communications with J. Jensen same; communications with Pinchin to discuss report content and recommendations; draft reporting e-mail to key stakeholders and discuss with M. Lem; receipt of Fairview payroll information and forward to Jensens re potential purchaser information requests; review Jensens' weekly marketing report; follow up with B. Saleh on WSIB issue.	3.00
31-Mar-14	Lem, M.	Review draft update to key stakeholders re: ESA reports; forward same to Gowlings re: same and information to be released to prospective purchasers.	0.30
31-Mar-14	Sagolili, N.	Attend to review of file.	1.00

And all other matters in connection with the administration of this receivership proceeding.



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 45 Vogell Road
 Suite 300
 Richmond Hill, ON L4B 3P6 Canada

INVOICE

Fairview Nursing Home Limited
 14 Cross Street
 Toronto, ON
 M6J 1S8

Attention: Lisa Chambers
 Vice President, Treasurer-Secretary

Invoice Date

11 September 2014

Invoice No.

87905362

Re: Fairview Nursing Home Limited ("Fairview") - Receivership

TO PROFESSIONAL SERVICES rendered in acting as Court-appointed receiver of Fairview Nursing Home Limited, for the period from 1 April 2014 to 31 August 2014, as per detailed time records attached:

OUR FEES IN ALL \$ 77,547.30

DISBURSEMENTS:

Administrative Disbursement Charge (4%)	3,101.89
Filing Fees (Non-Taxable)	70.00
Postage & Courier	8.44
Travel	571.06

TOTAL FEES AND DISBURSEMENTS 81,298.69

HARMONIZED SALES TAX (13.00%) - R101518124 10,559.73

BALANCE DUE \$ 91,858.42

SUMMARY OF TIME CHARGES BY PROFESSIONAL:

Professional	Hours	Average Hourly Rate	Amount
Matthew E. Lem, Partner	125.50	\$ 510.00	\$ 64,005.00
Darren Griffiths, Manager	15.10	\$ 325.00	4,907.50
Nicole Sagolili, Manager	25.50	\$ 325.00	8,287.50
Administration & Accounting	4.90	\$ 70.88	347.30
Total	171.00		\$ 77,547.30

DETAILED SUMMARY OF TIME:

Date	Professional	Description of Work	Hours
1-Apr-14	Lem, Matthew	Discussion with Gowlings re: release of ESA to prospective purchasers; discussion with D. Griffiths re: same and correspondence on ESA to stakeholders; review and adjust communication to stakeholders re: ESA; update to stakeholders on marketing activities by Jensens.	1.10
1-Apr-14	Sagolili, Nicole	Discussion of file and monitoring with D. Griffiths.	0.50
2-Apr-14	Griffiths, Darren	Receipt and review of revised environmental disclaimer commentary supplied by counsel (F. Lamie) and address with J. Jensen; supply Jensen with copies of existing environmental reports; related call with M. Lem to discuss.	0.50
3-Apr-14	Griffiths, Darren	Communications with Pinchin in connection with invoicing; call with J. Jensen to discuss notification commentary in connection with environmental reports and associated disclaimer; address Jensen's revised commentary with Gowlings.	0.40
3-Apr-14	Lem, Matthew	Attend to correspondence from Jensens re: ESA.	0.20
4-Apr-14	Lem, Matthew	Attend to issue relating to ESA posting.	0.10
4-Apr-14	Griffiths, Darren	Receipt of amended commentary supplied by Gowlings and address with J. Jensen (environmental report disclosure and offer deadline); related call with J. and S. Jensen and discuss disclaimer process associated with online marketing room; review content of online marketing room; related call with M. Lem; authorize Jensen to proceed with notification to registered buyers; review WSIB reconciliation supplied by B. Saleh; coordinate amendment to Pinchin draft remediation cost estimate letter and seek clarity on Supplemental Phase II lab detection results.	1.30
7-Apr-14	Griffiths, Darren	Communications with Pinchin in connection with draft remediation cost estimate letter and supply revised draft to J. Jensen; review budget to actual comparative analysis and supporting materials supplied by B. Saleh (Responsive); related review of bank statements to verify account activity; draft monitoring report to stakeholders; related discussion with M. Lem and incorporate requested revisions; follow up with B. Saleh on status of February 2014 financials and address cash flow monitoring inquiries.	7.50

Date	Professional	Description of Work	Hours
7-Apr-14	Lem, Matthew	Attend to update discussions with A. Chambers and L. Chambers; update discussion with A. Greenwood of TD; review draft financial monitoring update.	0.70
8-Apr-14	Sagolili, Nicole	Review of and update to monitoring report; review of information from and e-mail to B. Saleh (Responsive); attend to letter to WSIB.	0.80
8-Apr-14	Griffiths, Darren	Draft response to Chartwell inquiries; communications with N. Sagolili in connection with WSIB issue; receipt of February 2014 financials supplied by B. Saleh (Responsive) and discuss with N. Sagolili.	1.00
9-Apr-14	Griffiths, Darren	Call with John Jensen to discuss offer status and update Matthew Lem; issue response to Chartwell inquiries; follow up with Pinchin in connection with invoice.	0.40
9-Apr-14	Lem, Matthew	Review WSIB letter; update on sale process and potential purchaser issues.	0.30
9-Apr-14	Sagolili, Nicole	Attend to correspondence to WSIB.	0.40
10-Apr-14	Sagolili, Nicole	Review of forbearance agreement; attend to monitoring.	0.70
10-Apr-14	Lem, Matthew	Review forbearance agreement re: deficit funding issue and potential impact of funds on distributions/payments to TD; correspondence with Jensens re: marketing report and status of sale process and offers.	1.00
11-Apr-14	Sagolili, Nicole	Review of amounts owing to Responsive, and e-mail to B. Saleh (Responsive) re: same; attend to projected distribution analysis.	0.40
11-Apr-14	Lem, Matthew	Review list of claims and analysis of possible distributions based on priority and potential proceeds of realization; call to potential purchaser re: status of offer; update discussions with Jensen re: potential purchaser; review remediation cost estimates and potential options in connection with structuring a sale.	1.70
14-Apr-14	Sagolili, Nicole	Correspond with B. Saleh (Responsive) re: WSIB account; phone call to WSIB re: correspondence sent (transferred to various departments).	0.40
14-Apr-14	Sagolili, Nicole	Attend to file administration matters.	1.50
14-Apr-14	Lem, Matthew	Review LOI from prospective bidder; call with Jensens re: same and status of offers.	0.30

Date	Professional	Description of Work	Hours
15-Apr-14	Lem, Matthew	Attend to various correspondence with Jensens; call with Jensens; correspondence with L. Chambers; correspondence with Gowlings.	0.50
16-Apr-14	Lem, Matthew	Attend to call with Gowlings re: sale process update and next steps; review draft monitoring report; attend to various correspondence from Jensens; call to A. Greenwood of TD re: CMHC; attend to call from S. Mitra; call from J. Jensen re: update on interest.	1.00
17-Apr-14	Sagolili, Nicole	Attend to various e-mails; update monitoring report.	0.40
17-Apr-14	Lem, Matthew	Call with prospective purchaser; separate update calls with L. Chamber and A. Chambers; attend to correspondence from Jensens; update conference call with main stakeholders (Responsive, TD, Estate, Chambers); discussion with C. Prohet.	1.10
21-Apr-14	Lem, Matthew	Correspondence with potential purchaser re: interest in property and licenses; attend to call from prospective purchaser; attend to correspondence from J. Jensen.	0.60
21-Apr-14	Sagolili, Nicole	Receipt and review of e-mails from F. Lin (Fairview) and B. Saleh (Responsive); call to WSIB.	0.20
22-Apr-14	Lem, Matthew	Attend to various correspondence and call with J. Jensen re: pending offers; correspondence and discussion with L. Chambers; attend to call from C. Prophet.	1.00
23-Apr-14	Lem, Matthew	Review information received from L. Chambers; attend to correspondence received; forward documents to J. Jensen.	0.90
25-Apr-14	Lem, Matthew	Attend to various correspondence from Jensens and Gowlings; coordination of conference call with Pinchin and prospective purchaser; conference call with prospective purchaser, their counsel, Jensens, and Gowlings; discussion with C. Prophet re: same.	1.60
28-Apr-14	Lem, Matthew	Review marketing report and messages from Jensens; call with Gowlings re: same; update conference call with main stakeholders; call with main stakeholders, excluding Responsive re: review in detail interest in the property and business; follow-up call with S. Mitra; update discussion with J. Jensen and strategies.	1.80

Date	Professional	Description of Work	Hours
29-Apr-14	Lem, Matthew	Attend to various correspondences from Jensens; review LOI from prospective purchaser; attend to license information requested by Gowlings for APS.	0.50
30-Apr-14	Lem, Matthew	Conference call with Jensens re: update on status of interest and offers; attend to various correspondence from Jensens; preparation of summary of interest/offers and forward same to Gowlings.	1.00
30-Apr-14	Sagolili, Nicole	Phone call to WSIB; e-mail correspondence with B. Saleh (Responsive) re: WSIB account.	0.50
1-May-14	Lem, Matthew	Call with C. Prophet; conference call with certain stakeholders; follow-up call with F. Lamie; call with J. Jensen re: next steps and strategies.	1.40
2-May-14	Lem, Matthew	Attend to correspondence with Jensens re: offers; discussion with J. Jensen re: same.	0.50
5-May-14	Lem, Matthew	Review offer/APS received; discussion with Gowlings re: same; attend to call from prospective purchaser and realtors; correspondence with Jensens; discussion with C. Prophet re: asbestos review requirements; review asbestos review requirements and discussion with Pinchin re same; discussion with L. Chambers re: asbestos review and other; attend to information requests/queries from a prospective purchaser.	3.50
6-May-14	Lem, Matthew	Review of offers received; update offer/interest analysis; various discussions and correspondence with Jensens; call with L. Chambers; discussion with F. DiMaria at Pinchin re: asbestos review and potential purchaser queries.	1.60
7-May-14	Lem, Matthew	Attend to various correspondence from Jensens re: offers and correspondence received from potential purchasers; discussion with Jensens re: same; update offer analysis; discussion with Gowlings re: same and next steps; coordination of meeting with MOHLTC.	1.70
8-May-14	Lem, Matthew	Attend to correspondence from Jensens re: potential purchasers and MOHLTC discussions; follow-up re: extension to forbearance and listing agreement.	0.50
9-May-14	Lem, Matthew	Attend to correspondence from Jensens re: additional offers from prospective purchasers.	0.20
9-May-14	Sagolili, Nicole	Respond to telephone inquiry re: sale of business.	0.10

Date	Professional	Description of Work	Hours
12-May-14	Sagolili, Nicole	Receipt and review of April 2014 financial information; review of forecast vs. actual cash-flow information for period ending March 21, 2014; begin to draft interim monitoring report; e-mail to B. Saleh (Responsive) re: cash-flow variances; receipt of documentation from F. Lin (Fairview).	3.00
12-May-14	Lem, Matthew	Attend send out update on offer analysis to key stakeholders in anticipation of conference call; attend to various correspondence and queries from prospective purchasers and Jensens; attend to call from Jensens; review Royal Crest proceeding in connection with beds in abeyance issue and meeting with the MOHLTC; attend to extension of listing agreements; discussion with Gowlings re: update call with key stakeholders; convene update conference call with key stakeholders.	1.40
13-May-14	Lem, Matthew	Preparation and research in anticipation with meeting with MOHLTC; attend meeting at MOHLTC, together with Gowlings.	2.80
14-May-14	Lem, Matthew	Review APS from prospective purchaser; call with Jensens and prospective purchaser's agent to coordinate a meeting; discussion with Jensens re: next steps and response from other prospective purchaser.	1.20
15-May-14	Lem, Matthew	Preparation for meeting with potential purchaser; attend meeting with potential purchaser, its agent and counsel, together with Gowlings and Jensens; calls to the TC LHIN; update call with the key stakeholder; discussion with D. Lobl re: potential financing options; discussion with L. Chambers re: same and asbestos review; follow-up call with C. Prophet.	4.20
16-May-14	Lem, Matthew	Discussions with G. Bone of TC LHIN re: arrange a meeting; various correspondence with Gowlings; preparation of report to key stakeholders re: status of sale process and extension request; attend to call from A. Chambers; attend to preparation for meeting with a prospective purchaser and its counsel.	4.80
19-May-14	Lem, Matthew	Review of offer of prospective purchaser; attend to update for key stakeholders.	2.00
20-May-14	Lem, Matthew	Attend meeting with prospective purchaser and its counsel, together with Gowlings and Jensens; attend meeting with the TC LHIN, together with Gowlings; review CBA vis-a-vis issues for a prospective purchaser.	2.50

Date	Professional	Description of Work	Hours
21-May-14	Lem, Matthew	Meeting with prospective purchaser, together with J. Jensen.	2.00
21-May-14	Sagolili, Nicole	E-mail to B. Saleh (Responsive) re: vacation policy.	0.10
22-May-14	Sagolili, Nicole	Update monitoring report; respond to e-mail from B. Saleh (Responsive).	0.40
22-May-14	Lem, Matthew	Attend to various calls with Jensen re: prospective purchasers; correspondence with potential purchaser re: meeting and business terms of offer; call to Pinchin re: cost estimate; discussion with M. Allore of MOHLTC re: potential purchaser; discussion with G. Bone re: same; attend to modelling of distributions based on potential purchasers' offers; call to L. Chambers.	1.40
23-May-14	Lem, Matthew	Update discussions with L. Chambers, D. Lobl and S. Mitra re: potential purchasers offer and impact; attend to conference call with agent for a potential purchaser; together with Jensens; attend conference call with potential purchaser, together with Jensens; various discussions and correspondence with Jensens; attend to correspondence from a potential purchaser re: additional business terms; discussion with C. Prophet re: file issues and prospective purchasers.	1.90
23-May-14	Sagolili, Nicole	Correspond with B. Saleh (Responsive) and receipt of MOHLTC reconciliation.	0.20
26-May-14	Lem, Matthew	Various discussions with Gowlings re: meeting and MOHLTC; attend conference call with prospective purchaser and its counsel, together with Gowlings and Jensens re: status of offer and clarification of issues; various discussions and correspondence with Jensens re: prospective purchasers and information requests; discussion with M. Allore of MOHLTC re: meeting with FMB.	1.30
27-May-14	Lem, Matthew	Discussion with F. Lamie re: discussion with M. Orr; discussion with M. Allore at MOHLTC re: outcome of meeting; attend to email to prospective purchaser re: MOHLTC debt assumption terms.	1.10
28-May-14	Lem, Matthew	Discussion with Gowlings re: update call with stakeholders; convene key stakeholders update call; discussion with G. Bone of TC LHIN; attend to correspondence from prospective purchaser re: MOH debt assumption issue; attend strategize on repayment issue re: same; discussion with prospective purchaser.	1.50

Date	Professional	Description of Work	Hours
28-May-14	Sagolili, Nicole	Attend to further inquiries on monitoring report; update monitoring report; e-mail to B. Saleh (Responsive).	0.40
29-May-14	Sagolili, Nicole	Attend to monitoring; e-mail follow-up questions to B. Saleh (Responsive).	0.30
29-May-14	Lem, Matthew	Update discussion with A. Chambers; attend to call from L. Chamber; attend to correspondence from E. Petes of MOHLTC re: meeting; discussion with E. Petes re: same; update discussion with F. Lamie.	0.70
2-Jun-14	Lem, Matthew	Attend to follow-up correspondence with prospective purchaser; review policy information received from M. Orr of MOHLTC legal; discussion with F. Lamie re: same and strategies for upcoming meeting/conference call with MOHLTC, FMB and legal.	1.00
3-Jun-14	Lem, Matthew	Call with F. Lamie re: upcoming call with MOHLTC; conference call with MOHLTC, together with F. Lamie; follow-up discussion with Gowlings re: meeting; update discussion with J. Jensen; review and adjust letter to MOHLTC; review correspondence from M. Orr re: MOHLTC requirements; discussion with F. Lamie re: same; review impact of same on proposed transaction.	2.30
4-Jun-14	Lem, Matthew	Review impact of MOH condition on potential deal; update discussion with J. Jensen re: other potential purchasers' offers; several discussions with the potential purchaser re: MOHLTC proposed conditions; various calls to the MOHLTC; call to B. Saleh at Responsive re: continuity schedule; prepare and send letter to D. Lobl re: funding request.	1.60
4-Jun-14	Sagolili, Nicole	Update interim monitoring report; follow-up e-mail to B. Saleh (Responsive).	0.30
5-Jun-14	Sagolili, Nicole	Receipt of various documents from B. Saleh (Responsive).	0.10
5-Jun-14	Lem, Matthew	Various calls and discussions with the MOHLTC; adjust letter to MOHLTC re: debt assumption issue; discussion with F. Lamie re: same and discussion with MOHLTC; attend to call from J. Jensen.	1.90
6-Jun-14	Lem, Matthew	Attend to letter to MOHLTC; discussions with Gowlings re: same; forward letter to MOH; attend to call from G. Bone of TC LHIN; attend to various correspondence from MOHLTC, S. Mitra and L. Chambers.	1.60

Date	Professional	Description of Work	Hours
9-Jun-14	Lem, Matthew	Attend to follow-up with D. Lobl at Dentons re: offer issue; attend discussion with L. Chambers.	0.60
10-Jun-14	Lem, Matthew	Discussion with F. Lamie re: offer issue and MOHLTC follow-up; call to R. Treu; review offer analysis and distribution impact re: MOHLTC requirements; attend to follow-up re: request made to MOHLTC.	0.40
12-Jun-14	Lem, Matthew	Attend to correspondence from Jensens; attend to correspondence from Gowlings; discussion with R. Treu of BNS re: funding and other; email to K. Simpson of MOHLTC re: update on assumption request; discussion with K. Simpson of MOHLTC re: assumption request; update discussions with L. Chambers and affected potential purchaser re: same; update email to Gowlings re: MOHLTC position; attend to revised draft APS.	1.20
13-Jun-14	Lem, Matthew	Call to SEIU; attend to call from L. Chambers; attend to correspondence from Jensens re: potential purchaser; attend to email to SEIU; discussion with M. Dasilva of SEIU; attend to revise draft APS; attend to call from A. Chambers.	3.60
13-Jun-14	Sagolili, Nicole	Receipt of financial information from F. Lin (Fairview).	0.20
16-Jun-14	Lem, Matthew	Review letter received from MOHLTC re: assumption request; email to MOHLTC re: clarification of issue; correspondence with impacted potential purchaser re: MOHLTC's decision; discussion with relevant potential purchaser re: same; attend to draft APS; forward draft APS to Gowlings for review and comments.	3.30
18-Jun-14	Lem, Matthew	Attend meeting at SEIU with R. McKenzie and M. Dasilva; update discussion with impacted potential purchaser; email follow-up with SEIU; correspondence with R. Treu re: funding.	1.90
19-Jun-14	Lem, Matthew	Discussion with potential purchaser re: meeting with SEIU.	0.10
20-Jun-14	Lem, Matthew	Review comments on APS from Gowlings; email to Gowlings re: same.	0.50
23-Jun-14	Lem, Matthew	Call to prospective purchaser; discussion with Gowlings re: APS; review and adjust revised draft APS; forward same to prospective purchaser.	0.70
24-Jun-14	Lem, Matthew	Discussion with potential purchaser; email update to key stakeholders; call to R. Treu of BNS re: funding; update discussion with Jensens.	0.90

Date	Professional	Description of Work	Hours
25-Jun-14	Lem, Matthew	Attend to call from P. Gertler re: potential purchaser and transaction; call to R. Treu.	0.30
26-Jun-14	Lem, Matthew	Attend to correspondence re: coordination of meeting with Schlegel and counsel to review draft APS.	0.10
27-Jun-14	Lem, Matthew	Coordinate call with prospective purchaser and respective counsel to review APS; discussion with F. Lamie re: draft APS; discussion with Jensens re: other potential purchaser; email to N. Lytle of MOHLTC re: assumption request clarification.	0.30
2-Jul-14	Lem, Matthew	Call to Schlegel; call to R. Treu at BNS; discussion with C. Prophet re: draft APS.	0.20
3-Jul-14	Lem, Matthew	Discussion with J. Schlegel re: draft APS; attend conference call with Schlegel, its counsel and Gowlings; discussion with C. Prophet re: revisions to the APS.	2.20
3-Jul-14	Sagolili, Nicole	E-mail to and voice-mail to B. Saleh (Responsive) re: employee information; update to M. Lem.	0.20
4-Jul-14	Lem, Matthew	Discussion with Jensen re: information requested from Responsive; discussion with L. Chambers.	0.60
8-Jul-14	Lem, Matthew	Preparation and forward schedule to L. Chambers re: analysis of Schlegel offer; preparation of Receiver's Certificate No. 002 re: funds advance by the Estate of Herbert Washington; discussion with J. Schlegel re: APS; discussion with C. Prophet re: same.	0.70
9-Jul-14	Lem, Matthew	Prepare letter and forward to D. Lobl re: Receiver's Certificate No. 002.	0.20
10-Jul-14	Lem, Matthew	Discussions with C. Prophet re: APS; review with L. Chambers' impact of Schlegel offer; forward copy of revised APS to Schlegel, P. Gertler and L. Chambers; discussion with Schlegel re: SEIU discussions.	1.40
11-Jul-14	Lem, Matthew	Calls to SEIU; email to SEI; attend to letter to Gowlings.	0.60
14-Jul-14	Lem, Matthew	Various discussions with Schlegel re: SEIU and APS; discussion with C. Prohet re: same; correspondence with P. Gertler re: APS; update call with A. Chambers; correspondence with SEIU re: update on status of discussions.	1.00

Date	Professional	Description of Work	Hours
15-Jul-14	Sagolili, Nicole	Attend to monitoring or receipts and disbursements; phone calls from P. Gertler and C. Prophet.	2.10
16-Jul-14	Sagolili, Nicole	Look into variances for monitoring, and e-mail to B. Saleh (Responsive) re: same; instructions from M. Lem re: accrued vacation; attempts to contact B. Saleh (Responsive) by phone.	1.30
16-Jul-14	Lem, Matthew	Discussion with C. Prophet re: revised APS; review revisions to APS; call with J. Schlegel; correspondence with Jensens re: Revera; attend to correspondence from L. Chambers; investigation in tax issues associated with sale; discussions with P. Gertler re: APS revisions; discussions with C. Prophet re: issues raised by P. Gertler; discussion with J. Schlegel re: SEIU; Discussion with R. McKenzie of SEIU.	3.20
17-Jul-14	Lem, Matthew	Various discussions with C. Prohet re: APS; discussion with P. Gertler re: same.	0.90
17-Jul-14	Sagolili, Nicole	Call to F. Lin (Fairview); various phone calls with B. Saleh (Responsive) re: monitoring and vacation accruals; receipt and review of vacation accrual information.	0.80
18-Jul-14	Sagolili, Nicole	Attend to issues concerning APS; phone call with B. Saleh (Responsive).	0.20
18-Jul-14	Lem, Matthew	Various discussions with C. Prophet re: finalization of APS with Schlegel; discussion with L. Chambers re: same; review of APS; discussion with P. Gertler re: APS; call to MOH, LHIN and Responsive re: MOHLTC receivable due at closing and other.	2.10
21-Jul-14	Lem, Matthew	Discussions with C. Prophet re: APS and revisions thereto; review revised APS; calls to FMB re: MOHLTC payment due at closing; update discussion with S. Mitra; discussion with R. Schlegel re: purchase price allocation issue; discussion with MNP re: same; review purchase price allocation issue.	2.10
22-Jul-14	Lem, Matthew	Various discussions with C. Prophet re: APS and revision thereto; attend to execution of APS; discussion and correspondence with L. Chambers re: same; preparation of schedule to review purchase price allocation; correspondence with MNP re: purchase price allocation issue; discussion with R. Schlegel re: purchase price allocation schedule; forward information concerning vacation accrual and sick leave accruals to Schlegel.	1.60

Date	Professional	Description of Work	Hours
23-Jul-14	Lem, Matthew	Discussion with C. Prophet re: APS; preparation of update to key stakeholders; discussion with M. Allore of MOHLTC; update email to MOHLTC and TC LHIN; review MNP analysis re: purchase price allocation.	2.20
23-Jul-14	Sagolili, Nicole	Follow-up e-mail to B. Saleh (Responsive) re: monitoring questions.	0.10
24-Jul-14	Lem, Matthew	Review due diligence listing received from Schlegel; forward same to L. Chambers; discussion with J. Schlegel re: same; attend to correspondence from D. Lobl re: report to court; attend to correspondence from Gowlings re: information provision under APS; forward information to Schlegel.	0.80
25-Jul-14	Lem, Matthew	Discussion with L. Chambers re: due diligence process and next steps; forward additional information to Schlegel re: due diligence; update discussion with J. Jensen; respond to correspondence from S. Mitra.	0.40
28-Jul-14	Lem, Matthew	Discussion with J. Schlegel re: due diligence and information provided under APS; email to P. Gertler re: APS and information required; discussion with L. Chambers re: due diligence; correspondence with J. Schlegel re: same; discussion with F. DiMaria at Pinchin re: meeting and letter of reliance.	1.00
29-Jul-14	Lem, Matthew	Correspondence with L. Chambers.	0.10
29-Jul-14	Sagolili, Nicole	Receipt of various financial information from B. Saleh (Responsive).	0.10
30-Jul-14	Lem, Matthew	Various discussions with J. Schlegel re: union issue; discussions with Gowlings re: same; discussion with SEIU; attend to call from P. Gertler; discussion with F. DiMaria at Pinchin re: meeting with Schlegel.	1.40
1-Aug-14	Sagolili, Nicole	Review of responses from B. Saleh (Responsive); update interim monitoring report.	0.60
1-Aug-14	Lem, Matthew	Discussion with J. Schlegel re: update on union issues; discussion with C. Prophet re: same.	0.50
4-Aug-14	Lem, Matthew	Attend to correspondence from Gowlings re: unions issue; discussion with A. Craig of Gowlings re: same; correspondence with J. Schlegel.	0.70
5-Aug-14	Lem, Matthew	Attend to various correspondence with A. Craig of Gowlings re: union issue.	0.10

Date	Professional	Description of Work	Hours
5-Aug-14	Sagolili, Nicole	E-mails from B. Saleh (Responsive); update interim monitoring report; e-mail to M. Lem.	0.40
6-Aug-14	Sagolili, Nicole	Attend to file administration matters.	0.10
6-Aug-14	Lem, Matthew	Discussions with A. Craig re: union issue, all with SEIU and next steps; follow-up re: authorizations; attend to coordination of meeting with counsel and Schlegel; discussions with M. Drown and J. Schlegel re: same.	0.80
7-Aug-14	Lem, Matthew	Call with Schlegel and counsel re: union issues; discussion with A. Craig re: same; discussions with L. Chamber re: extension agreement; discussion with S. Mitra re: same; email to key stakeholders re: extension agreement date revision suggestion.	0.90
8-Aug-14	Lem, Matthew	Attend conference call with Schlegel, Pinchin and Conestoga Rover re: due diligence.	1.20
12-Aug-14	Lem, Matthew	Meet with A. Craig before meeting with SEIU; attend SEIU's offices and meeting with T. Cadeau and R. McKenzie of SEIU, together with A. Craig of Gowlings; discussion with J. Schlegel; update discussions and correspondence with A. Craig re: Schlegel and follow-up call with SEIU.	2.80
12-Aug-14	Sagolili, Nicole	Receipt of financial information from F. Lin (Fairview).	0.10
13-Aug-14	Lem, Matthew	Attend to various correspondence with Schlegel; discussion with S. Mitra; attend to correspondence and discussions with C. Prophet; discussion with J. Schlegel; correspondence with A. Craig; attend to correspondence with P. Gertler; call to Pinchin.	0.80
14-Aug-14	Lem, Matthew	Attend to correspondence with C. Prophet re: extension; discussion and correspondence with Pinchin re: coordination of additional testing; discussion and correspondence with J. Schlegel re: same; attend to discussions with L. Chambers re: same and follow-up re: outstanding information; correspondence with P. Gertler.	0.60
15-Aug-14	Lem, Matthew	Discussion with F. DiMaria re: additional testing; review correspondence from B. Schlegel re: generator tank issue; discussion with J. Schlegel; discussion with L. Chamber re: cost of testing; forward copy of executed APS to S. Mitra; correspondence with Pinchin re: B. Schlegel email Chambers re: asbestos review; discussion with Pinchin re: same.	0.70

Date	Professional	Description of Work	Hours
18-Aug-14	Lem, Matthew	Attend to email from Pinchin re: asbestos survey; attend to response to Schlegel re: due diligence information request; preparation of report to court; discussion with L. Chambers re: due diligence matters; discussion with Schlegel re: same.	2.40
19-Aug-14	Lem, Matthew	Preparation of part of report to court; discussion with J. Schlegel.	4.50
20-Aug-14	Lem, Matthew	Attend to correspondence from Schlegel; correspondence with A. Craig re: union issue.	0.10
20-Aug-14	Sagolili, Nicole	Attend to draft report to court; review of file.	3.50
21-Aug-14	Sagolili, Nicole	Prepare interim R&D; attend to draft report to court; review of confidential supplemental report.	3.00
22-Aug-14	Sagolili, Nicole	Attend to monitoring.	2.00
22-Aug-14	Lem, Matthew	Attend to matters concerning Schlegel due diligence; correspondence with Schlegel and L. Chambers re: same.	0.30
25-Aug-14	Lem, Matthew	Attend to report to court; forward draft audited financial statements to Schlegel; follow-up with Pinchin re: test results.	3.80
26-Aug-14	Lem, Matthew	Discussion with F. DiMaria of Pinchin re: 2nd round of tests; attend to correspondence from Pinchin re: same; discussion with J. Schlegel re: test results; attend to various discussions and correspondence with Gowlings re: due diligence matters and Schlegel.	0.70
27-Aug-14	Lem, Matthew	Discussion with L. Chambers re: due diligence issues; review Pinchin's revised testing results; conference call with Schlegel, Conestoga Rovers and Pinchin; attend to various correspondence re: same; discussions with F. Lamie re: waiver of due diligence condition; preparation of report to court.	3.10
28-Aug-14	Lem, Matthew	Discussion with Pinchin re: test results; attend to various correspondence re: Schlegel due diligence condition and test results; correspondence with L. Chambers re: oil tank replacement; several calls to installer.	1.00
28-Aug-14	Sagolili, Nicole	Attend to file administration matters.	0.10

Date	Professional	Description of Work	Hours
29-Aug-14	Lem, Matthew	Attend to various correspondence re: waiver of conditions; several discussions with J. Schlegel re: waiving of conditions and specifics related thereto; several discussions with F. Lamie re: same; discussion with P. Gertler re: revision to language in APS; discussion with L. Chambers re: same; discussion with A. Fogul of Gertler Kovan re: same.	1.90

And all other matters in connection with the administration of this receivership proceeding.

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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

BETWEEN:

THE TORONTO-DOMINION BANK
Applicant

- and -

FAIRVIEW NURSING HOME LIMITED
Respondent

AFFIDAVIT OF MATTHEW E. LEM
(Sworn September 12, 2014)

BDO CANADA LIMITED
RECEIVER
Attention: Matthew Lem
25 Main Street West, Suite 805
Hamilton, Ontario, L8P 1H1

Tel: 905 524 1008
Fax: 905 570 0249

APPENDIX H

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

BETWEEN:

THE TORONTO-DOMINION BANK

Applicant

- and -

FAIRVIEW NURSING HOME LIMITED

Respondent

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

**AFFIDAVIT OF CLIFTON PROPHE T
(sworn September 12, 2014)**

I, CLIFTON P. PROPHE T, of the City of Toronto, in the Municipality of Metropolitan Toronto, **MAKE OATH AND SAY:**

1. I am a partner at the law firm of Gowling Lafleur Henderson LLP ("**Gowlings**"). I am the billing professional for billings related to Gowlings' retainer with BDO Canada Limited ("**BDO**") as receiver and as such have personal knowledge of the matters herein deposed.

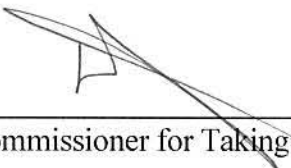
2. Pursuant to an Order of the Honourable Mr. Justice D. Brown dated December 30, 2013 (the "**Receivership Order**"), BDO was appointed as receiver (in such capacity, the "Receiver"), with respect to the assets, undertakings and properties of Fairview Nursing Home Limited (the "Debtor").

3. Gowlings has provided services and incurred disbursements in relation to general matter arising by the Receiver for the period from December 10, 2013 to August 31, 2014, totaling \$145,549.03, inclusive of HST, as described in the Legal Cost Summary and the detailed invoice for Gowlings, all of which are attached hereto as **Exhibit "A"** (the "**Gowlings' Dockets**"). The Gowlings Dockets have been redacted where they reference information subject to privilege.

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

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

SWORN before me at the City of Toronto,)
in the Province of Ontario,)
this 12th day of September, 2014.)
)
)
)
)
)
)

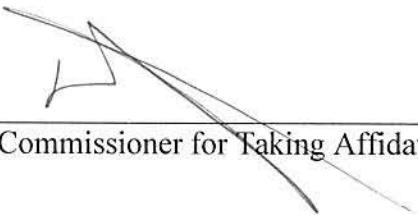


A Commissioner for Taking Affidavits, etc.



CLIFTON P. PROPHET

THIS IS **EXHIBIT "A"** TO THE
AFFIDAVIT OF **CLIFTON P. PROPHET**,
SWORN BEFORE ME ON
THIS 12th DAY OF SEPTEMBER, 2014



A handwritten signature in black ink, consisting of a stylized 'P' followed by a series of loops and a long horizontal stroke extending to the right, crossing over the text below.

A Commissioner for Taking Affidavits

Exhibit "A"

LEGAL COSTS SUMMARY

LAWYER	YEAR OF CALL	HOURLY RATE 2013	HOURLY RATE 2014
Allen V. Craig	1980	N/A	\$735.00
Rob Salisbury	1983	N/A	\$500.00
Clifton Prophet	1993	\$775.00	\$775.00
Glen F. Jennings	1994	N/A	\$710.00
Syll Kushner	2005	N/A	\$580.00
Frank Lamie	2007	\$495.00	\$555.00
Jordan M. Smith	2010	N/A	\$300.00
Cara B. Sklar	2011	N/A	\$410.00
Michael Lay	Law Clerk	N/A	\$305.00
Lina Santos	Law Clerk	\$290.00	\$290.00

SUMMARY OF ACCOUNTS

No.	Date of Account	Fees	Disbursements	HST	Total
1.	December 31, 2013	\$11,671.00	\$99.36	\$1,522.35	\$13,292.71
2.	February 27, 2014	\$25,264.50	\$92.74	\$3,288.00	\$28,645.24
3.	March 31, 2014	\$8,000.00	\$0.00	\$1,040.00	\$9,040.00
4.	April 29, 2014	\$3,472.50	\$0.00	\$451.42	\$3,923.92
5.	August 15, 2014	\$80,088.00	\$130.73	\$10,428.43	\$90,647.16
TOTALS		\$128,496.00	\$322.83	\$16,730.20	\$145,549.03
Average Hourly Rate (before HST)		Total Fees before HST: \$128,496.00 <div style="text-align: right;"> ÷ Total Hours: 249 = \$516.05 </div>			
TOTAL AMOUNT		\$145,549.03			

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

December 31, 2013
INVOICE: 17887093

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

TO OUR FEE:

Fees for Professional Services	\$11,671.00
HST on Fees	1,517.23
Total Fees and Taxes	13,188.23

DISBURSEMENTS:

Disbursements (Taxable)	39.36
Disbursements (Non-Taxable)	60.00
HST on Disbursements	5.12
Total Disbursements and Taxes	104.48

TOTAL INVOICE BALANCE:

Total for this Invoice	13,292.71
[Total HST: \$1,522.35]	
Please remit total invoice balance due:	In Canadian Dollars
	<u>\$13,292.71</u>

GOWLING LAFLEUR HENDERSON LLP

PER Cliff Prophet

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

errors and omissions excluded
GST/HST: 11936 4511 RT

page 1 of 5

BDO Canada Limited
Our Matter: T996710
Receivership of Fairveiw Nursing Home Limited

PROFESSIONAL SERVICES

Date	Hours	Timekeeper	Description
10/12/2013	2.80	Frank D. Lamie	Attendance to review detailed correspondence from J. Marin; attendance to meeting with C. Prophet; attendance to conference call with J. Dietrich, J. Marin, and S. Mitra; attendance to correspondence to M. Lem; attendance to conference call with M. Lem and C. Prophet; attendance to correspondence to J. Marin and J. Dietrich and S. Mitra; attendance to correspondence to M. Lem;
11/12/2013	0.60	Frank D. Lamie	Attendance to correspondence and enclosures from S. Mitra; attendance to correspondence and enclosures to M. Lem; attendance to correspondence to S. Mitra; attendance to phone call with and instructions from M. Lem; attendance to correspondence to S. Mitra, M. Lem, and C. Prophet;
11/12/2013	0.70	Cliff Prophet	Initial consultation with client
12/12/2013	0.30	Frank D. Lamie	Attendance to correspondence, enclosure, and instructions to F. Sasso; attendance to review correspondence and enclosure from S. Mitra;
13/12/2013	0.70	Frank D. Lamie	Attendance to correspondence and enclosure to M. Lem; attendance to further correspondence with M. Lem; attendance to phone call to S. Mitra; attendance to correspondence from S. Mitra; attendance to correspondence from J. Dietrich; attendance to correspondence to J. Dietrich et al. ; attendance to correspondence with S. Mitra; attendance to meeting with C. Prophet
14/12/2013	0.10	Frank D. Lamie	Attendance to correspondence to M. Lem and C. Prophet;
16/12/2013	1.50	Frank D. Lamie	Attendance to conference call with S. Valair from Ministry of Attorney General on behalf of MOH; attendance to detailed correspondence and enclosure from S. Valair; attendance to correspondence with C. Prophet; attendance to review MOH comments; attendance to correspondence with C. Prophet; attendance to correspondence with S. Valair; attendance to review correspondence and enclosure from M. Lem; attendance to review correspondence and enclosures from J. Marin; attendance to phone call with J. Marin; attendance to meeting with C. Prophet; attendance to various correspondence to S. Mitra, C. Prophet and S. Valair; attendance to review order and proposed riders to order;
17/12/2013	3.80	Frank D. Lamie	Attendance to review material, draft order, and proposed revisions; attendance to material to C. Prophet; attendance to

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

errors and omissions excluded

Date	Hours	Timekeeper	Description
			meeting with C. Prophet; attendance on conference call with S. Valair, J. Marin, J. Dietrich, and C. Prophet; attendance to correspondence with M. Lem; attendance to correspondence from C. Prophet; attendance to meeting with C. Prophet; attendance to meeting with and comments from C. Prophet; attendance to conference call with J. Marin, J. Dietrich, and C. Prophet; attendance to correspondence to E. Machado; attendance to meeting with C. Prophet; attendance to correspondence and enclosure from M. Lem; attendance to further correspondence and enclosure from M. Lem; attendance to voice mail from M. Lem; attendance to voice mail from J. Marin; attendance to call to E. Machado; attendance to correspondence to E. Machado; attendance to call with J. Marin; attendance to correspondence from S. Mitra; attendance to review correspondence and enclosures from S. Mitra; attendance to review proposed amendments to Order; Attendance to conference call with E. Machado and S. Valair; attendance to conference call with S. Mitra, E. Machado, S. Valair, J. Dietrich, and J. Marin; attendance to meeting with C. Prophet; attendance to draft correspondence to Justice Brown; attendance to correspondence to S. Mitra; attendance to correspondence from Justice Brown; attendance to phone call with M. Lem; attendance to correspondence, enclosure, and comments from E. Machado; attendance to material to C. Prophet;
17/12/2013	1.90	Cliff Prophet	Review of form of Order appointing receiver; instructions to F. Lamie; calls with S. Mitra and J. Dietrich; call with J. Marin; further e-mails with counsel to MOH;
18/12/2013	1.80	Frank D. Lamie	Attendance to meeting with C. Prophet; attendance to correspondence from S. Mitra; attendance to review correspondence and enclosures from J. Marin; attendance to review further comments on draft Order; attendance to meeting with C. Prophet; attendance to review long term care services accountability agreement; attendance to correspondence with M. Lem; attendance to correspondence from C. Prophet; attendance to conference call with C. Prophet and M. Lem; attendance to meeting with C. Prophet;
18/12/2013	1.80	Cliff Prophet	Review and comment on proposed revisions to appointment order from MOH; review responses from J. Marin; e-mails re same; instructions to F. Lamie; settling order;
19/12/2013	0.90	Frank D. Lamie	Attendance to correspondence and enclosures from S. Mitra; attendance to numerous and various correspondence, enclosures, and comments from S. Mitra, J. Marin, R. Machado; attendance to review final material in preparation for Court;
20/12/2013	0.60	Frank D. Lamie	Attendance to review orders and blacklines; attendance to correspondence with S. Mitra; attendance to preparation for Court; attendance to meeting with all counsel in Court; attendance in Court before Justice Brown; attendance to correspondence to M. Lem and C. Prophet; attendance to

terms: due upon receipt
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errors and omissions excluded

Date	Hours	Timekeeper	Description
23/12/2013	1.40	Frank D. Lamie	correspondence and enclosure from S. Mitra; attendance to further correspondence from S. Mitra; Attendance to correspondence with M. Lem; attendance to voice mail from D. Griffiths; attendance to further voice mail from M. Lem; attendance to correspondence and enclosures to D. Griffiths; attendance to correspondence, enclosure, and instructions to M. Lay and L. Santos; attendance to research; attendance to further detailed correspondence to M. Lem and D. Griffiths; attendance to further correspondence and enclosure to L. Santos;
23/12/2013	1.20	Lina Santos	
24/12/2013	0.80	Frank D. Lamie	Attendance to correspondence from D. Griffiths; attendance to correspondence to D. Griffiths and F. Sasso and instructions to F. Sasso; attendance to review further correspondence from D. Griffiths; attendance to correspondence to D. Griffiths; attendance to review correspondence and enclosures from L. Santos;
24/12/2013	1.00	Lina Santos	
30/12/2013	0.10	Frank D. Lamie	Attendance to correspondence from J. Marin and M. Lem;

Total Fees for Professional Services \$11,671.00

DISBURSEMENTS

Non-Taxable Costs

TeraView (Ontario) Online Searches & Registration - Agency	\$60.00
Total Non-Taxable Disbursements	<u>\$60.00</u>

Taxable Costs

Scanning Service	\$25.00
TeraView (Ontario) Online Searches & Registration - Taxable	\$10.00
Conference Call Expenses	\$4.36
Total Taxable Disbursements	<u>\$39.36</u>

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

errors and omissions excluded

Remittance Copy

Client: 189570 BDO Canada Limited
Matter: T996710
RE: Receivership of Fairveiw Nursing Home Limited
Amount Due: \$13,292.71

PAYMENT BY CHEQUE:

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

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

PAYMENT BY WIRE TRANSFER:

Pay by Swift MT 103 Direct to:
SWIFTCODE: CIBCCATT

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

TRANSIT NUMBER: 0010-00006

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

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

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

* if paying by wire or EFT please e-mail the remittance details to payments@gowlings.com

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

February 27, 2014
 INVOICE: 17920766

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

TO OUR FEE:

Fees for Professional Services	\$35,264.50
Adjustment	(10,000.00)
Total Fees for Professional Services	25,264.50
HST on Fees	3,284.39
Total Fees and Taxes	28,548.89

DISBURSEMENTS:

Disbursements (Taxable)	27.74
Disbursements (Non-Taxable)	65.00
HST on Disbursements	3.61
Total Disbursements and Taxes	96.35

TOTAL INVOICE BALANCE:

Total for this Invoice	28,645.24
[Total HST: \$3,288.00]	
Please remit total invoice balance due:	In Canadian Dollars <u>\$28,645.24</u>

GOWLING LAFLEUR HENDERSON LLP

PER Cliff Prophet

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

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

Errors and omissions excluded
 GST/HST: 11936 4511 RT

BDO Canada Limited
Our Matter: T996710
Receivership of Fairveiw Nursing Home Limited

PROFESSIONAL SERVICES

Date	Hours	Timekeeper	Description
06/01/2014	0.10	Frank D. Lamie	Attendance to correspondence from C. Prophet and J. Marin; attendance to correspondence from M. Lem; attendance to further correspondence from C. Prophet;
07/01/2014	2.40	Cliff Prophet	Call to client re dealings with Ministry; call with Fairview counsel, estate counsel and bank counsel; all party call with Ministry re deferral of reconciliation claims;
09/01/2014	0.70	Cliff Prophet	Comment on letter prepared by J. Marin re deferral of Ministry reconciliation claims;
10/01/2014	0.30	Frank D. Lamie	Attendance to meeting with C. Prophet; attendance to review correspondence and various enclosures from M. Lem;
17/01/2014	0.10	Frank D. Lamie	Attendance to correspondence from M. Lem;
21/01/2014	0.20	Frank D. Lamie	Attendance to correspondence and enclosure from M. Lem; Attendance to review correspondence and enclosures from M. Lem;
23/01/2014	0.20	Cliff Prophet	Call from M. Lem;
27/01/2014	0.90	Frank D. Lamie	Attendance to voice mail from D. Griffiths; attendance to meeting with C. Prophet; attendance to correspondence from D. Griffith; attendance to correspondence to D. Griffith's; attendance to correspondence from M. Lem; attendance to correspondence and enclosure from C. Prophet; attendance to further correspondence from D. Griffith's; attendance to correspondence from C. Prophet; attendance to agreement of purchase and sale;
27/01/2014	0.50	Cliff Prophet	Call from M. Lem; review of e-mail and review and comment on listing agreement;
28/01/2014	0.20	Frank D. Lamie	Attendance to correspondence with D. Griffith's; attendance to review correspondence and enclosure from M. Lem;
29/01/2014	2.90	Frank D. Lamie	Attendance to comments and confidentiality agreement; attendance to correspondence and enclosure to D. Griffiths; attendance to review and further revise confidentiality agreement; attendance to correspondence and comments from M. Lem; attendance to correspondence and enclosure to D. Griffiths and M. Lem; attendance to agreement of purchase and sale;
29/01/2014	0.80	Cliff Prophet	Calls with E. Machado of MAG ;
30/01/2014	2.80	Frank D. Lamie	Attendance to agreement of purchase and sale; attendance to draft receiver's certificate; attendance to correspondence and enclosure to C. Prophet; attendance to correspondence and

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

Errors and omissions excluded

Date	Hours	Timekeeper	Description
			enclosure from M. Lem; attendance to correspondence and enclosures from D. Griffiths; attendance to further correspondence, enclosure, and comments to D. Griffiths; attendance to call with D. Griffiths; attendance to APS; attendance to further correspondence and enclosures from D. Griffiths; attendance to correspondence, enclosure, and comments to D. Griffiths;
30/01/2014	1.50	Cliff Prophet	Review of receiver's certificate; review of Ministry deferral letter; advice re delivery of certificate; call from counsel to Fairview;
31/01/2014	0.10	Frank D. Lamie	Attendance to review correspondence and enclosure from M. Lem;
03/02/2014	0.20	Frank D. Lamie	Attendance to correspondence from D. Griffiths; attendance to review listing agreement;
04/02/2014	2.90	Frank D. Lamie	Attendance to correspondence from D. Griffiths; attendance to review Court Order; attendance to draft listing agreement provisions; attendance to correspondence to D. Griffiths; attendance to further correspondence from D. Griffiths; attendance to correspondence to D. Griffiths; attendance to correspondence and instructions to M. Lay; attendance to correspondence and enclosure from M. Lay; attendance to correspondence and further instructions to M. Lay; attendance to correspondence and enclosures to D. Griffiths; attendance to correspondence with and further instructions to M. Lay;
04/02/2014	0.30	Michael Lay	
04/02/2014	0.30	Cliff Prophet	Call with M. Lem re environmental matters;
05/02/2014	1.30	Frank D. Lamie	Attendance to meeting with, update to, and instructions from C. Prophet; attendance to correspondence from M. Lem; attendance to draft agreement of purchase and sale;
07/02/2014	2.80	Frank D. Lamie	Attendance to correspondence from C. Prophet; attendance to draft Agreement of Purchase and Sale; attendance to correspondence from C. Prophet and M. Lem;
07/02/2014	0.50	Cliff Prophet	call with M. Lem;
10/02/2014	4.70	Frank D. Lamie	Attendance to correspondence with D. Griffiths; attendance to draft and revise agreement of purchase and sale; attendance to draft schedules to agreement of purchase and sale; attendance to correspondence from M. Lay; attendance to correspondence to M. Lay; attendance to correspondence to D. Griffiths;
10/02/2014	0.30	Michael Lay	
11/02/2014	5.10	Frank D. Lamie	Attendance to review correspondence and enclosures from D. Griffiths; attendance to review confidentiality and non-

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

Errors and omissions excluded

Date	Hours	Timekeeper	Description
12/02/2014	4.10	Frank D. Lamie	<p>disclosure agreement; attendance to comments and enclosure to D. Griffiths; attendance to correspondence, enclosure, and comments to D. Griffiths; attendance to meeting with C. Prophet; attendance to review and revise Agreement of Purchase and Sale; attendance to review further correspondence from D. Griffiths and M. Lem; attendance to phone call with D. Griffiths; attendance to draft form of approval and vesting order; attendance to draft bill of sale and assignment;</p> <p>Attendance to meeting with C. Prophet; attendance to conference call with M. Lem and C. Prophet; attendance to meeting with and instructions from C. Prophet; attendance to review and revise agreement of purchase and sale; attendance to correspondence and enclosure to C. Prophet; attendance to correspondence and further enclosure to C. Prophet; attendance to review correspondence and enclosure from C. Prophet; attendance to correspondence from D. Griffiths; attendance to further correspondence and enclosure from C. Prophet; attendance to correspondence and enclosure from D. Griffiths; attendance to correspondence from M. Lem; attendance to further correspondence and enclosure from D. Griffiths; attendance to correspondence and enclosure from J. Jensen; attendance to further correspondence with D. Griffiths; attendance to further correspondence and enclosure from D. Griffiths;</p>
12/02/2014	1.60	Cliff Prophet	call with M. Lem and e-mails re same;
13/02/2014	3.30	Frank D. Lamie	<p>Attendance to correspondence from M. Lay; attendance to review tax certificate; attendance to instructions to F. Sasso; attendance to correspondence and enclosure to D. Griffiths and M. Lem; attendance to Agreement of Purchase and Sale; attendance to draft escrow agreement;</p>
13/02/2014	0.10	Michael Lay	
14/02/2014	3.70	Frank D. Lamie	<p>Attendance to correspondence and enclosures form D. Griffiths; attendance to review and revise escrow agreement; attendance to revise agreement of purchase and sale; attendance to correspondence and instruction to L. Taylor; attendance to meeting with and further instructions to L. Taylor; attendance to material to C. Prophet; attendance to further instructions and enclosures to L. Taylor; attendance to correspondence with L. Taylor; attendance to meeting with L. Taylor; attendance to correspondence from S. Jensen; attendance to meeting with C. Prophet;</p>
18/02/2014	0.10	Frank D. Lamie	Attendance to correspondence with C. Prophet;
18/02/2014	2.10	Cliff Prophet	Review and revise agreement of purchase and sale; instructions to F. Lamie re same;

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

Errors and omissions excluded

Date	Hours	Timekeeper	Description
19/02/2014	3.30	Frank D. Lamie	Attendance to review and revise agreement of purchase and sale, schedules, and exhibits; attendance to meeting with C. Prophet;
19/02/2014	1.90	Cliff Prophet	Instructions to F. Lamie .
24/02/2014	3.40	Frank D. Lamie	Attendance to correspondence with D. Griffiths; attendance to meeting with C. Prophet; attendance to correspondence and enclosure to D. Griffiths; attendance to review correspondence and detailed enclosure from M. Lem; attendance to meeting with and comments from C. Prophet; attendance to minor revisions to agreement of purchase and sale and related schedules and exhibits;
25/02/2014	3.20	Frank D. Lamie	Attendance to finalize agreement of purchase and sale, schedules, and exhibits for data room; attendance to correspondence and enclosures to D. Griffiths; attendance to material and instructions to F. Sasso; attendance to meeting with and update to C. Prophet; attendance to correspondence and enclosures to C. Prophet;

Fees for Professional Services	\$35,264.50
Adjustment	\$(10,000.00)
Total Fees for Professional Services	<u>\$25,264.50</u>

DISBURSEMENTS

Non-Taxable Costs

05/02/2014	Agent Fees - Non-Taxable VENDOR: Treasurer, City of Toronto; INVOICE#: T996710-02052014; DATE: 02/05/2014 - T996710 - Tax Certificate: M. Lay	\$65.00
Total Non-Taxable Disbursements		<u>\$65.00</u>

Taxable Costs

Copying	\$0.25
Courier	\$7.49
TeraView (Ontario) Online Searches & Registration - Taxable	\$20.00
Total Taxable Disbursements	<u>\$27.74</u>

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

Errors and omissions excluded

Remittance Copy

Client: 189570 BDO Canada Limited
Matter: T996710
RE: Receivership of Fairveiw Nursing Home Limited
Amount Due: \$28,645.24

PAYMENT BY CHEQUE:

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

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

PAYMENT BY WIRE TRANSFER:

Pay by Swift MT 103 Direct to:
SWIFTCODE: CIBCCATT

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

TRANSIT NUMBER: 0010-00006

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

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

International payments intermediary banking information:
USD WELLS FARGO BANK, N.A. PNBpus3nny (ABA 026005092)

* if paying by wire or EFT please e-mail the remittance details to payments@gowlings.com



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

March 31, 2014
INVOICE: 17938278

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

TO OUR FEE:

Fees for Professional Services	\$12,543.50
Adjustment	(4,543.50)
Total Fees for Professional Services	8,000.00
HST on Fees	1,040.00
Total Fees and Taxes	9,040.00

TOTAL INVOICE BALANCE:

Total for this Invoice	9,040.00
[Total HST: \$1,040.00]	
Please remit total invoice balance due:	In Canadian Dollars
	<u>9,040.00</u>

GOWLING LAFLEUR HENDERSON LLP

PER Cliff Prophet

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

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

Errors and omissions excluded
GST/HST: 11936 4511 RT

page 1 of 4

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

PROFESSIONAL SERVICES

Date	Hours	Timekeeper	Description
20/02/2014	0.60	Frank D. Lamie	Attendance to review correspondence and enclosure from M. Lem; Attendance to review comments; Attendance to correspondence and comments to M. Lem;
24/02/2014	0.70	Cliff Prophet	Instructions to F. Lamie
25/02/2014	2.20	Frank D. Lamie	Attendance to review correspondence and detailed enclosure from M. Lem; Attendance to correspondence from D. Griffiths; Attendance to review correspondence and enclosure from D. Griffiths; Attendance to conference call with and comments from D. Griffiths; Attendance to meeting with and update to C. Prophet;
26/02/2014	5.20	Frank D. Lamie	Attendance to conference call with and comments from D. Griffiths; Attendance to review and revise agreement of purchase and sale; Attendance to run and review blackline; Attendance to instructions to A. Cano; Attendance to correspondence and enclosures to M. Lem, D. Griffiths, and C. Prophet; Attendance to call with M. Lem; Attendance to correspondence with D. Griffiths; Meeting with C. Prophet;
27/02/2014	2.30	Frank D. Lamie	Attendance to correspondence and enclosure to C. Prophet; Attendance to meeting with C. Prophet; Attendance to conference call with M. Lem and D. Griffiths; Attendance to meeting with C. Prophet; Attendance to meeting with and update to C. Prophet; Attendance to correspondence and enclosures to C. Prophet; attendance to voice mail with C. Prophet; Attendance to phone call with C. Prophet; Attendance to conference call with D. Griffiths; Attendance to comments from D. Griffiths; Attendance to correspondence and enclosure from D. Griffiths; Attendance to further correspondence and enclosure from D. Griffiths; attendance to review collective agreements; attendance to review memorandum of settlement; attendance to review employee list; attendance to review leases; Attendance to correspondence from D. Griffiths; Attendance to correspondence to D. Griffiths;
27/02/2014	1.50	Cliff Prophet	Review and revise agreement of purchase and sale for bidders;
28/02/2014	2.30	Frank D. Lamie	Attendance to correspondence and enclosure from D. Griffiths; Attendance to review comments on Agreement of Purchase and Sale; Attendance to correspondence to D. Griffiths; Attendance to voicemail from D. Griffiths; Attendance to phone call with D. Griffiths; Attendance to correspondence and instructions to L. Taylor; Attendance to review correspondence and enclosures from J. Jensen and D. Griffiths; Attendance to meeting with C.

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

Errors and omissions excluded

Date	Hours	Timekeeper	Description
			Prophet; Attendance to conference call with M. Lem, D. Griffiths; Attendance to conference call with M. Lem, D. Griffiths, C. Prophet, and J. Jensen; Attendance to conference call with M. Lem; Attendance to meeting with C. Prophet; Attendance to correspondence and enclosure from M. Lem;
28/02/2014	0.80	Cliff Prophet	Call with client re form of agreement of purchase and sale;
04/03/2014	0.20	Frank D. Lamie	Attendance to correspondence and enclosure from C. Prophet; attendance to correspondence from M. Lem;
04/03/2014	1.50	Cliff Prophet	Review and comment on APS form; review and comment on disclosure issues on Phase II environmental audit findings;
05/03/2014	0.50	Frank D. Lamie	Attendance to correspondence from C. Prophet; attendance to correspondence and enclosure from D. Griffiths; attendance to correspondence and enclosure from M. Lem; attendance to review correspondence and enclosures from C. Prophet; attendance to meeting with C. Prophet;
05/03/2014	0.60	Cliff Prophet	
06/03/2014	0.30	Frank D. Lamie	Attendance to correspondence from J. Jensen; attendance to review correspondence and enclosure from D. Griffiths; attendance to correspondence from C. Prophet; attendance to correspondence and various enclosures from M. Lem; attendance to correspondence from J. Jensen;
07/03/2014	0.10	Frank D. Lamie	Attendance to correspondence and enclosure from M. Lem;
10/03/2014	1.40	Frank D. Lamie	Attendance to review correspondence, enclosure, and comments from D. Griffiths; attendance to meeting with and update to C. Prophet; attendance to correspondence and comments to D. Griffiths and M. Lem; attendance to conference call with D. Griffiths; attendance to further correspondence to D. Griffiths;
10/03/2014	0.20	Cliff Prophet	Review of requested NDA changes;
14/03/2014	0.10	Frank D. Lamie	Attendance to correspondence from M. Lem;

Fees for Professional Services	\$12,543.50
Adjustment	\$(4,543.50)
Total Fees for Professional Services	<u>\$8,000.00</u>

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

Errors and omissions excluded

Remittance Copy

Client: 189570 BDO Canada Limited
Matter: T996710
RE: Receivership of Fairview Nursing Home Limited
Amount Due: \$9,040.00

PAYMENT BY CHEQUE:

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

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

PAYMENT BY WIRE TRANSFER:

Pay by Swift MT 103 Direct to:
SWIFTCODE: CIBCCATT

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

TRANSIT NUMBER: 0010-00006

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

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

International payments intermediary banking information:
USD WELLS FARGO BANK, N.A. PNBpus3nny (ABA 026005092)

* if paying by wire or EFT please e-mail the remittance details to payments@gowlings.com



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

April 29, 2014
INVOICE: 17957628

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

TO OUR FEE:

Fees for Professional Services	\$4,525.00
Adjustment	(1,052.50)
Total Fees for Professional Services	3,472.50
HST on Fees	451.42
Total Fees and Taxes	3,923.92

TOTAL INVOICE BALANCE:

Total for this Invoice	3,923.92
[Total HST: \$451.42]	
Please remit total invoice balance due:	In Canadian Dollars
	<u>\$3,923.92</u>

GOWLING LAFLEUR HENDERSON LLP

PER Cliff Prophet

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

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

Errors and omissions excluded
GST/HST: 11936 4511 RT

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

PROFESSIONAL SERVICES

Date	Hours	Timekeeper	Description
17/03/2014	0.10	Frank D. Lamie	Attendance to review correspondence and enclosure from M. Lem;
25/03/2014	0.10	Frank D. Lamie	Attendance to meeting with C. Prophet regarding status of proceeding;
27/03/2014	0.10	Frank D. Lamie	Attendance to correspondence from P. Ozyetis;
28/03/2014	1.10	Frank D. Lamie	Attendance to meeting with C. Prophet; attendance to phone call with M. Lem; attendance to phone call with M., Lem; attendance to correspondence from P. Ozyetis; attendance to correspondence to P. Ozyetis; attendance to conference call with C. Prophet; attendance to voice mail from C. Prophet; attendance to phone call with C. Prophet;
31/03/2014	0.20	Frank D. Lamie	Attendance to various correspondence from and with M. Lem and C. Prophet; attendance to correspondence and enclosures from M. Lem; attendance to review various correspondence with M. Lem and C. Prophet;
01/04/2014	0.60	Frank D. Lamie	Attendance to meeting with C. Prophet; attendance on conference call with M. Lem and C. Prophet; attendance to meeting with C. Prophet;
01/04/2014	0.30	Cliff Prophet	Review of phase II assessment report and advice re dealing with same;
02/04/2014	1.40	Frank D. Lamie	Attendance to review correspondence and enclosure from D. Griffiths; attendance to review further correspondence from D. Griffiths; attendance to correspondence to D. Griffiths; attendance to correspondence and enclosure from M. Lem; attendance to correspondence and enclosure from D. Griffiths; attendance to further correspondence and enclosure from M. Lem; attendance to further correspondence from D. Griffiths; attendance to correspondence to D. Griffiths; attendance to phone call with P. Ozyetis;
03/04/2014	0.10	Frank D. Lamie	Attendance to correspondence to C. Prophet;
04/04/2014	0.10	Frank D. Lamie	Attendance to correspondence from D. Griffiths; attendance to correspondence and comments to D. Griffiths;
14/04/2014	0.10	Frank D. Lamie	Attendance to correspondence from M. Lem; attendance to call with M. Lem;
15/04/2014	0.10	Frank D. Lamie	Attendance to correspondence from C. Prophet;
16/04/2014	0.70	Frank D. Lamie	Attendance to meeting with C. Prophet; further attendance to conference call with M. Lem and C. Prophet; further attendance to further meeting with C. Prophet; further attendance to

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

Errors and omissions excluded

Date	Hours	Timekeeper	Description	
16/04/2014	0.70	Cliff Prophet	correspondence from C. Prophet; further attendance to correspondence from D. Lobl;	
17/04/2014	0.80	Frank D. Lamie	Attendance to meeting with C. Prophet; attendance to conference call; attendance to further conference call with S. Mitra and C. Prophet;	
17/04/2014	0.90	Cliff Prophet	Call on sale process with M. Lem and all stakeholders;	
			Fees for Professional Services	\$4,525.00
			Adjustment	\$(1,052.50)
			Total Fees for Professional Services	<u>\$3,472.50</u>

Terms: due upon receipt

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

Errors and omissions excluded

Remittance Copy

Client: 189570 BDO Canada Limited
Matter: T996710
RE: Receivership of Fairview Nursing Home Limited
Amount Due: \$3,923.92

PAYMENT BY CHEQUE:

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

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

PAYMENT BY WIRE TRANSFER:

Pay by Swift MT 103 Direct to:
SWIFTCODE: CIBCCATT

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

TRANSIT NUMBER: 0010-00006

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

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

International payments intermediary banking information:
USD WELLS FARGO BANK, N.A. PNBpus3nny (ABA 026005092)

* if paying by wire or EFT please e-mail the remittance details to payments@gowlings.com

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

August 15, 2014
INVOICE: 18029490

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

TO OUR FEE:

Fees for Professional Services	\$90,088.00
Adjustment	(10,000.00)
Total Fees for Professional Services	80,088.00
HST on Fees	10,411.44
Total Fees and Taxes	90,499.44

DISBURSEMENTS:

Disbursements (Taxable)	130.73
HST on Disbursements	16.99
Total Disbursements and Taxes	147.72

TOTAL INVOICE BALANCE:

Total for this Invoice	90,647.16
[Total HST: \$10,428.43]	
Please remit total invoice balance due:	In Canadian Dollars <u><u>\$90,647.16</u></u>

GOWLING LAFLEUR HENDERSON LLP

PER Cliff Prophet

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

Terms: due upon receipt
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Errors and omissions excluded
GST/HST: 11936 4511 RT

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

PROFESSIONAL SERVICES

Date	Hours	Timekeeper	Description
22/04/2014	0.30	Frank D. Lamie	Attendance to meeting with C. Prophet; attendance to correspondence and enclosure to C. Prophet; attendance to correspondence from M. Lem; attendance to correspondence from C. Prophet; attendance to further correspondence and enclosure from C. Prophet;
22/04/2014	0.70	Cliff Prophet	
24/04/2014	0.40	Frank D. Lamie	Attendance to correspondence from C. Prophet; attendance to voice mail from C. Prophet; Attendance to review material; further attendance to correspondence to M. Lem;
24/04/2014	0.50	Frank D. Lamie	Attendance to meeting with and instructions from C. Prophet;
25/04/2014	1.90	Frank D. Lamie	Attendance to correspondence and enclosures from C. Prophet; attendance to further correspondence from C. Prophet; attendance to meeting with C. Prophet; attendance to further meeting with C. Prophet; attendance to correspondence and enclosure from M. Lem; attendance to correspondence and enclosures to C. Prophet; attendance to phone call with C. Prophet; attendance to correspondence and enclosure from C. Prophet; Further attendance to correspondence from M. Lem;
25/04/2014	2.70	Cliff Prophet	
25/04/2014	0.40	Lina Santos	
28/04/2014	2.70	Frank D. Lamie	Attendance to correspondence and enclosure from M. Lem; attendance to correspondence from M. Lem; Attendance to correspondence to M. Lem and C. Prophet; attendance meeting with C. Prophet; attendance to correspondence from M. Lem; attendance to correspondence from C. Prophet; attendance to conference call with various parties; attendance to conference call with creditors; attendance to meeting with and instructions from C. Prophet; Attendance to correspondence from L. Chambers; further attendance to correspondence from C. Prophet;
28/04/2014	1.80	Cliff Prophet	Call with stakeholders re status of offers; call with M. Lem in advance; review of his offer summary;
30/04/2014	0.70	Frank D. Lamie	Attendance to phone call with C. Prophet; attendance to phone call to M. Lem; attendance to review summary of offers;
01/05/2014	1.10	Frank D. Lamie	Attendance to meeting with C. Prophet; attendance to conference call with stakeholders; attendance to meeting with C.

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

Date	Hours	Timekeeper	Description
01/05/2014	1.20	Cliff Prophet	Prophet; attendance to further conference call with M. Lem; attendance to correspondence and enclosure to P. Gertler; Further Fairview update call;
02/05/2014	0.50	Frank D. Lamie	Attendance to correspondence and enclosures from M. Lem; attendance to correspondence from C. Prophet; attendance further to correspondence and enclosure from S. Mitra;
05/05/2014	0.30	Glen F. Jennings	
05/05/2014	0.90	Frank D. Lamie	Attendance to meeting with C. Prophet; attendance to conference call with M. Lem and C. Prophet; attendance to further correspondence from M. Lem; Attendance further to meeting with C. Prophet; attendance further to correspondence to M. Lem;
05/05/2014	0.40	Frank D. Lamie	Attendance to correspondence and enclosure from M. Lem; attendance to further correspondence and enclosure from M. Lem; attendance to meeting with and instructions from C. Prophet;
05/05/2014	1.30	Cliff Prophet	Review of agreements of purchase and sale offered; call with M. Lem re next steps; call re environmental matters;
05/05/2014	0.50	Jordan M. Smith	
06/05/2014	1.30	Frank D. Lamie	Attendance to correspondence from M. Lem and J. Jensen; attendance to meeting with C. Prophet; attendance to correspondence to M. Lem; attendance to correspondence to P. Gertler, S. Mitra, D. Lobl, and M. Lem; Attendance to correspondence from S. Mitra; attendance to correspondence from P. Gertler; further attendance to correspondence from D. Lobl; further attendance to correspondence and enclosure from M. Lem;
06/05/2014	0.20	Cliff Prophet	
07/05/2014	3.90	Frank D. Lamie	Attendance to correspondence to P. Gertler, S. Mitra, D. Lobl, and L. Chambers; attendance to review correspondence and enclosure from M. Lem; Attendance to correspondence and enclosure from M. Lem; attendance to further correspondence and enclosure from M. Lem; attendance to further correspondence and enclosure from M. Lem; attendance to meeting with M. Lem and C. Prophet; Attendance to meeting with C. Prophet; attendance to correspondence from C. Prophet; Attendance to review file; attendance to correspondence to C. Prophet; Attendance to correspondence from M. Chau; attendance to correspondence from M. Lem;
07/05/2014	1.20	Cliff Prophet	
08/05/2014	0.30	Frank D. Lamie	Attendance to call with M. Lem; Attendance to correspondence

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

Errors and omissions excluded

Date	Hours	Timekeeper	Description
			from M. Lem; attendance to further correspondence from M. Lem;
08/05/2014	0.20	Frank D. Lamie	Attendance to correspondence from C. Prophet; attendance to further correspondence from M. Lem;
08/05/2014	0.60	Cliff Prophet	Review of Tendercare ovver;
09/05/2014	1.20	Cliff Prophet	Call with M. Orr of MOHLTC re transfer approvals;
12/05/2014	1.10	Frank D. Lamie	Conference call; call with M. Lem; call with C. Prophet; correspondence to parties; attendance to call with D. Lobl; attendance to further correspondence to the parties; attendance to correspondence from P. Gertler; Attendance to correspondence from M. Lem; attendance to call with M. Lem; attendance to review correspondence and enclosures from M. Lem; attendance to convene conference call;
12/05/2014	0.70	Cliff Prophet	Call from M. Lem and update;
13/05/2014	0.40	Frank D. Lamie	Attendance to correspondence and enclosure from M. Lem; attendance to various correspondence from C. Prophet and M. Lem; Attendance to meeting with C. Prophet;
13/05/2014	4.30	Frank D. Lamie	Attendance to correspondence and enclosure from M. Lem; attendance to further correspondence and enclosure from M. Lem; attendance to correspondence from C. Prophet; attendance to further correspondence and enclosure from M. Lem; attendance to further correspondence from C. Prophet; attendance to further correspondence and enclosure from M. Lem; attendance to further correspondence and enclosure from M. Lem; attendance to various correspondence from S. Mitra, D. Lobl, P. Gertler; attendance to correspondence to stakeholder group; attendance to correspondence from E. Petes; attendance to correspondence from M. Lem;
13/05/2014	3.30	Cliff Prophet	
14/05/2014	0.30	Frank D. Lamie	Attendance to correspondence with M. Lem and C. Prophet; attendance to further correspondence with M. Lem and C. Prophet;
14/05/2014	0.20	Frank D. Lamie	Attendance to correspondence from M. Lem; attendance to correspondence from C. Prophet;
15/05/2014	5.10	Frank D. Lamie	Attendance to phone call with M. Lem; attendance to meeting with, update to, and instructions from C. Prophet; attendance to correspondence to M. Lem; attendance to further phone call with M. Lem; attendance to correspondence to C. Prophet and M. Lem; attendance to review APS; attendance meeting with C. Prophet; attendance to blackline; attendance to meeting with M. Lem and C. Prophet; attendance to meeting with potential purchaser; attendance to meeting with C. Prophet and M. Lem; attendance to conference call with stakeholders; attendance to phone call with M. Lem;
15/05/2014	3.60	Cliff Prophet	

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

Errors and omissions excluded

Date	Hours	Timekeeper	Description
16/05/2014	2.10	Frank D. Lamie	Attendance to correspondence and enclosure from D. Gray; attendance to correspondence from M. Lem; attendance to correspondence to M. Lem; attendance to correspondence from C. Prophet; attendance to detailed correspondence from M. Lem; attendance to further correspondence and enclosure from M. Lem;
16/05/2014	0.60	Cliff Prophet	Calls with M. Lem and with counsel to GEM re offer to purchase licences;
19/05/2014	0.10	Frank D. Lamie	Attendance to correspondence from M. Lem; attendance to various correspondence from M. Lem and C. Prophet;
20/05/2014	5.30	Frank D. Lamie	Attendance to meeting with C. Prophet; attendance to instructions to F. Sasso; meetings with M. Lem and C. Prophet; meeting with GEM; meeting with LHIN Toronto Central; meeting with M. Lem and C. Prophet; meeting with C. Prophet; correspondence to M. Lem; call with M. Lem; call with P. Ozyetis; attendance to meeting with and update to C. Prophet; attendance to correspondence to M. Lem and C. Prophet; further attendance to call with M. Lem;
20/05/2014	3.20	Cliff Prophet	Meetings with solicitors for GEM; meeting with Toronto Central LHIN;
21/05/2014	0.10	Frank D. Lamie	Attendance to correspondence from G. Bone;
22/05/2014	0.10	Frank D. Lamie	Attendance to voice mail from M. Lem;
22/05/2014	0.20	Frank D. Lamie	Attendance to conference call with M. Lem; attendance to further phone call with M. Lem;
23/05/2014	2.20	Frank D. Lamie	Conference call with M. Lem and C. Prophet; attendance to meeting with and instructions from C. Prophet; attendance to correspondence to stakeholders; attendance to meeting with and instructions to R. Conway; Attendance to correspondence to M. Orr; Attendance to correspondence from D. Lobl; attendance to call to D. Lobl; attendance to further correspondence with D. Lobl; attendance to correspondence with M. Lem; further attendance to correspondence with M. Orr;
23/05/2014	0.60	Cliff Prophet	Calls re Schlegal offer and structure;
24/05/2014	0.10	Frank D. Lamie	Attendance to correspondence from N. Singer;
25/05/2014	0.10	Frank D. Lamie	Attendance to correspondence from M. Lem and R. Schlegal;
26/05/2014	4.10	Frank D. Lamie	Attendance to detailed correspondence from M. Lem; attendance to correspondence with M. Orr; attendance to correspondence with M. Lem; attendance to correspondence from S. Mitra; Attendance to correspondence to GEM healthcare and its counsel; Attendance to call with M. Lem; attendance to further call with M. Lem; Attendance to call with M. Orr of MOH; Attendance to correspondence to M. Lem and C. Prophet; attendance to call with M. Lem; Attendance to call with M. Lem; attendance to further call with M. Lem; attendance to

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Errors and omissions excluded

Date	Hours	Timekeeper	Description
			correspondence to stakeholders; Attendance to correspondence from N. Singer; Attendance to correspondence from N. Singer; attendance to voice mail from M. Lem; attendance to call with M. Lem; attendance to correspondence to M. Lem; attendance to correspondence to J. Jensen; attendance to call with C. Prophet; Attendance to correspondence and enclosure from J. Jensen; attendance to correspondence to J. Jensen; attendance to further correspondence from J. Jensen; Attendance to correspondence from L. Chambers; Attendance to correspondence and enclosure from J. Jensen; attendance to further correspondence from J. Jensen; attendance to correspondence from H. Manis;
27/05/2014	0.80	Frank D. Lamie	Attendance to meeting with C. Prophet; attendance to conference call with M. Orr; attendance to correspondence and update to M. Lem; attendance to conference call with M. Lem;
27/05/2014	0.90	Frank D. Lamie	Attendance to update to C. Prophet; attendance to correspondence from P. Geterler; attendance to correspondence from S. Mitra; attendance to correspondence to all stakeholders; attendance to update to C. Prophet; attendance to further correspondence from P. Gertler; attendance to correspondence to P. Gertler; attendance to voice mail from M. Lem;
27/05/2014	0.40	Cliff Prophet	Call with stakeholders; instructions to F. Lamie;
28/05/2014	1.70	Frank D. Lamie	Attendance to conference call with M. Lem and C. Prophet; attendance to conference call with Stakeholders; attendance to call with M. Lem; attendance to correspondence and enclosures from J. Jensen; attendance to call with M. Orr; attendance to correspondence to M. Lem and C. Prophet; Attendance to correspondence from J. Jensen; Attendance to voice mail from M. Lem; attendance to voice mail from D. Lobl; attendance to call with M. Lem;
28/05/2014	0.80	Cliff Prophet	Review of correspondence re GAAD Pharmacy offer; call with M. Orr of Ministry;
29/05/2014	0.10	Frank D. Lamie	Attendance to correspondence and enclosure from H. Manis;
29/05/2014	1.30	Frank D. Lamie	Attendance to voice mail from M. Lem; attendance to conference call with M. Lem; attendance to call to D. Lobl; attendance to conference call with D. Lobl; Attendance to correspondence from J. Jensen; attendance to correspondence and enclosure from J. Jenseon; Attendance to further correspondence and enclosures from J. Jensen; Attendance to correspondence to N. Singer; Attendance to correspondence and enclosure from J. Jensen; Attendance to voice mail from M. Lem; attendance to conference call with M. Lem;
30/05/2014	0.10	Frank D. Lamie	Attendance to correspondence and update from N. Singer;
02/06/2014	1.90	Frank D. Lamie	Attendance to conference call with M. Lem; attendance to call to M. Orr; attendance to correspondence to M. Orr; Attendance to meeting with C. Prophet; Attendance to review correspondence, enclosure, and link from M. Orr; attendance to correspondence to M. Orr; Attendance to conference call with M. Lem;

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Date	Hours	Timekeeper	Description
03/06/2014	3.90	Frank D. Lamie	Attendance to correspondence from M. Lem and J. Schlegal; Attendance to conference call with M Lem; attendance to draft letter to MOH and Financial Management Branch; Attendance to phone call with M. Lem; Attendance to review material; attendance to draft letter to K. Simpson and M. Orr; attendance to correspondence and enclosure to M. Lem; Attendance to correspondence from P. Ozyetis; attendance to correspondence to P. Ozyetis; Attendance to detailed correspondence from M. Orr; attendance to correspondence to M. Lem; Attendance to voice mail from M. Lem; attendance to phone call with M. Lem; attendance to phone call with M. Lem; attendance to call to M. Orr; attendance to further call with M. Lem;
04/06/2014	0.20	Frank D. Lamie	Attendance to correspondence from J. Jensen;
05/06/2014	0.80	Frank D. Lamie	Attendance to meeting with C. Prophet; attendance to conference call with M .Lem; Attendance to voice mail from M. Lem; attendance to phone call with M Lem;
06/06/2014	2.50	Frank D. Lamie	Attendance to conference call with M. Lem; Attendance to correspondence and enclosure from M. Lem; Attendance to correspondence and enclosure from M. Lem; attendance to correspondence from K. Simpson;
09/06/2014	0.10	Frank D. Lamie	Attendance to correspondence from M. Lem;
10/06/2014	0.60	Frank D. Lamie	Attendance to meeting with and update to C. Prophet; Attendance to call with and instructions from M. Lem; attendance to call to M. Orr; attendance to correspondence to M. Lem; Attendance to voice mail from M. Orr; attendance to correspondence to M. Lem and C. Prophet;
10/06/2014	0.50	Cliff Prophet	Review of dealings with MOHLTC; advice re same; instructions to F. Lamie;
12/06/2014	0.40	Frank D. Lamie	Attendance to correspondence from M. Orr; attendance to review material; Attendance to correspondence to M. Lem and C. Prophet; attendance to correspondence with M. Lem; attendance to correspondence to M. Orr;
13/06/2014	0.20	Frank D. Lamie	Attendance to correspondence from M. Lem; attendance to correspondence and enclosure from P. Ozyetis; attendance to correspondence to P. Ozyetis;
14/06/2014	0.30	Frank D. Lamie	Attendance to review detailed correspondence and enclosure from M. Lem;
16/06/2014	0.80	Frank D. Lamie	Attendance to review correspondence from M. Lem; attendance to meeting with C. Prophet; attendance to review correspondence and detailed enclosure from M. Lem;
17/06/2014	0.50	Frank D. Lamie	Attendance to meeting with and instructions from C. Prophet; Attendance to meeting with M. Lem;
18/06/2014	1.10	Frank D. Lamie	Attendance to review Collective Agreements, Employee Contracts and Agreement of Purchase and Sale;
19/06/2014	2.50	Frank D. Lamie	Attendance to review Agreement of Purchase and Sale;

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Date	Hours	Timekeeper	Description
20/06/2014	1.40	Frank D. Lamie	attendance to comments to C. Prophet; attendance to meeting with C. Prophet; attendance to voicemail from M. Lem; attendance to phone call with and further comments from M. Lem; attendance to further material to C. Prophet; attendance to phone call with C. Prophet; attendance to phone call to M. Lem;
20/06/2014	0.70	Cliff Prophet	T996710 (BDO - Fairview Nursing Home) Attendance to meeting with and comments from C. Prophet; attendance to revise APS; attendance to correspondence and enclosure to M. Lema and C. Prophet; attendance to voicemail from M. Lem; attendance to call to M. Lem; attendance to meeting with and further material to C. Prophet; attendance to correspondence and enclosure from S. Mitra; attendance to correspondence to M. Lem; attendance to correspondence and enclosure from S. Mitra;
21/06/2014	0.10	Frank D. Lamie	Review amended Schlegel APS and comment on same;
23/06/2014	1.70	Frank D. Lamie	T996710 (BDO - Fairview Nursing Home Limited) - Attendance to meeting with C. Prophet;
23/06/2014	0.90	Cliff Prophet	Attendance to correspondence from M. Lem; attendance to voicemail from M. Lem; attendance to meeting with C. Prophet; attendance to instructions to F. Sasso; Attendance to conference call with M. Lem and C. Prophet; attendance to review and revise APS; attendance to correspondence and enclosures to M. Lem and C. Prophet;
24/06/2014	0.10	Syll Kushner	Review and comment on Schlegel APA; instructions to F. Lamie;
24/06/2014	0.30	Frank D. Lamie	Correspondence with F. Lamie and C. Sklar re: VTB Mortgage;
24/06/2014	0.10	Frank D. Lamie	Attendance to correspondence and enclosure from M. Lem; attendance to correspondence to M. Dorofshyr; attendance to correspondence to C. Sklar; attendance to call with S. Kusher;
24/06/2014	0.30	Cara B. Sklar	Attendance to detailed correspondence from M. Lem;
26/06/2014	0.10	Frank D. Lamie	Engaged in correspondence with F. Lamie re precedent VTB mortgage; office attendance with S. Kushner re same;
27/06/2014	2.10	Frank D. Lamie	Attendance to correspondence from M. Lem; attendance to further correspondence from M. Lem and C. Prophet;
27/06/2014	0.10	Frank D. Lamie	Attendance to phone call with and instructions from M. Lem; attendance to review material; attendance to correspondence and enclosures to M. Lem; attendance to draft VTB mortgage additional provisions; attendance to various revisions to VTB mortgage additional provisions; attendance to correspondence and various enclosures to M. Lem; attendance to phone call with M. Lem;
02/07/2014	1.30	Cliff Prophet	Attendance to to correspondence from N. Singer; attendance to correspondence from J. Jensen;
03/07/2014	4.00	Frank D. Lamie	Instrucitons for preparation of APS changes for Schlegel;
			Attendance to phone call with C. Prophet; attendance to conference call with J. Schlegal, R. Schlegal, D. Schmidt, M.

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Date	Hours	Timekeeper	Description
			Lem and C. Prophet; attendance to conference call with M. Lem and C. Prophet; attendance to meeting with and instructions from C. Prophet; Attendance to correspondence from C. Prophet; attendance to further correspondence from M. Lem and C. Prophet; attendance to further meeting with and instructions from C. Prophet; Attendance to further meeting with and comments from C. Prophet; Attendance to further material and information from C. Prophet; attendance to review and revise additional VTB provisions; attendance to instructions to F. Sasso; attendance to material and instructions to N. Galuzzo; Attendance to phone call with N. Galluzzo; attendance to correspondence to N. Galluzzo; attendance to further phone call and instructions to N. Galluzzo; attendance to correspondence from N. Galluzzo; attendance to meeting with and material from N. Galluzzo;
03/07/2014	1.70	Cliff Prophet	Further review and instructions on Schlegel transaction;
04/07/2014	0.10	Frank D. Lamie	Attendance to meeting with N. Galluzzo;
07/07/2014	2.60	Frank D. Lamie	Attendance to conference call with C. Prophet; attendance to revise agreement of purchase and sale;
08/07/2014	3.10	Frank D. Lamie	Attendance to review comments on agreement of purchase and sale; attendance to review and revise agreement of purchase and sale;
09/07/2014	2.10	Frank D. Lamie	Attendance to review and revise agreement of purchase and sale; attendance to correspondence and instructions to F. Sasso; attendance to correspondence with C. Prophet; attendance to correspondence and enclosure from C. Prophet; attendance to review blackline; attendance to various correspondence and enclosures to C. Prophet; attendance to various correspondence with C. Prophet;
09/07/2014	0.60	Cliff Prophet	Call with M. Lem re Schelgel;
10/07/2014	0.70	Frank D. Lamie	Attendance to material to C. prophet; attendance to meeting with and material to C. prophet; Attendance to correspondence and enclosures from C. Prophet; attendance to correspondence and enclosure from M. Lem; attendance to further correspondence and enclosure from C. Prophet; attendance to correspondence from C. Prophet; attendance to correspondence and enclosures from M. Lem;
10/07/2014	4.40	Cliff Prophet	Review and revise APS to incorporate set off rights and other changes requested by Schlegel;
11/07/2014	0.10	Frank D. Lamie	Attendance to correspondence from S. Mitra;
14/07/2014	0.90	Cliff Prophet	Dealings with counsel to Schlegel as purchaser;
15/07/2014	5.40	Cliff Prophet	Review mark-up draft of APS from Schlegel purchaser;
16/07/2014	3.10	Cliff Prophet	Review, respond and negotiate APS terms with counsel for Schlegel purchaser;
17/07/2014	3.00	Cliff Prophet	Further negotiations with purchaser and others, including

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Date	Hours	Timekeeper	Description
18/07/2014	3.50	Cliff Prophet	Fairview's counsel; Negotiating and working on APS with Schlegel; multiple calls and e-mails with purchaser counsel; reporting to client; drafting; discussion with P. Gertler;
21/07/2014	3.90	Cliff Prophet	Further negotiations with purchaser and counsel; discussion with P. Gertler on a range of issues, including dealing with MOH cut-off period claims; reporting to M. Lem; drafting APS revisions;
22/07/2014	1.70	Cliff Prophet	Finalizing APS; further negotiations with counsel to purchaser;
30/07/2014	1.00	Rob Salisbury	
04/08/2014	0.60	Allen V Craig	
05/08/2014	0.30	Allen V Craig	
06/08/2014	0.80	Allen V Craig	

Fees for Professional Services	\$90,088.00
Adjustment	\$(10,000.00)
Total Fees for Professional Services	<u>\$80,088.00</u>

DISBURSEMENTS

Taxable Costs

Scanning Service	\$23.25	
TeraView (Ontario) Online Searches & Registration - Taxable	\$20.00	
Medical Records and Doctors Reports	\$34.20	
Conference Call Expenses	\$40.01	
15/05/2014	Taxis & Car Rental - Local Travel	\$13.27
	VENDOR: Prophet, Cliff INVOICE#: 0595344707142003 DATE: 07/14/2014	
	Prophet, Cliff, Travel with client M. Lem and F. Lamie (Gowlings) to meeting at Ontario Ministry of Health and Long Term Care. 05/15/14	

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Total Taxable Disbursements

\$130.73

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Errors and omissions excluded

Remittance Copy

Client: 189570 BDO Canada Limited
Matter: T996710
RE: Receivership of Fairview Nursing Home Limited
Amount Due: \$90,647.16

PAYMENT BY CHEQUE:

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

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

PAYMENT BY WIRE TRANSFER:

Pay by Swift MT 103 Direct to:
SWIFTCODE: CIBCCATT

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

TRANSIT NUMBER: 0010-00006

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

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

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

* if paying by wire or EFT please e-mail the remittance details to payments@gowlings.com

THE TORONTO-DOMINION BANK
Applicant

- and -

FAIRVIEW NURSING HOME LIMITED
Respondent

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

(PROCEEDING COMMENCED AT TORONTO)

AFFIDAVIT OF CLIFTON P. PROPHET
(Sworn September 12, 2014)

GOWLING LAFLEUR HENDERSON LLP
Barristers and Solicitors
Suite 1600, 1 First Canadian Place
Toronto, ON M5X 1G5

Frank Lamie, LSUC #54035S
Telephone: (416) 862-3609
Facsimile: (416) 862-7661

Solicitors for the Receiver

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

THE TORONTO-DOMINION BANK
Applicant

- and -

FAIRVIEW NURSING HOME LIMITED
Respondent

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

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

MOTION RECORD
(Returnable September 25, 2014)

GOWLING LAFLEUR HENDERSON LLP

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

Clifton Prophet / Frank Lamie

LSUC No.: 34845K / 54035S

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Facsimile: (416) 862-7661

Lawyers for the Receiver