

**ONTARIO
SUPERIOR COURT OF JUSTICE**

CAMERON STEPHENS MORTGAGE CAPITAL LTD.

Applicant

- and -

1230172 ONTARIO INC.

Respondent

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

**MOTION RECORD
RETURNABLE JULY 21, 2025**

July 14, 2025

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Receiver

**ONTARIO
SUPERIOR COURT OF JUSTICE**

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COURTS OF JUSTICE ACT, R.S.O. 1990, c. C.43, AS AMENDED**

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TAB 1

Court File No. CV-25-00098742-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

CAMERON STEPHENS MORTGAGE CAPITAL LTD.

Applicant

- and -

1230172 ONTARIO INC.

Respondent

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

**NOTICE OF MOTION
(Sale Process Approval)**

KSV Restructuring Inc. ("**KSV**"), in its capacity as receiver and manager (in such capacity, the "**Receiver**") of the lands listed on Schedule "A" to the proposed Sale Process Order (as defined below) and the property, assets and undertaking (collectively, the "**Property**") of 1230172 Ontario Inc. (the "**Park Place Retirement**"), if so appointed pursuant to an order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**"), will make a motion for an Order on July 21, 2025 at 4:00 p.m. before the Court, or as soon after that time as the Motion can be heard by judicial conference via Zoom at Ottawa, Ontario. Please advise if you intend to join the motion by emailing Lauren Archibald at lauren.archibald@nortonrosefulbright.com.

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

THE MOTION IS FOR AN ORDER (the "**Sale Process Order**"), for among other things:

- 1 If necessary, abridging the time for service and filing of this notice of motion and motion record;
- 2 Approving the proposed sale process for the Property (the “**Sales Process**”), including the real property known municipally as 110 Central Park Drive, Ottawa; and
- 3 Such further and other relief as the Court considers just.

THE GROUNDS FOR THIS MOTION ARE:

The Background

- 4 Park Place Retirement is incorporated in Ontario and is part of Ashcroft Homes Group, a residential and commercial real estate developer owned, directly or indirectly, by Mr. David Choo;
- 5 Park Place Retirement operates an assisted living seniors’ community home facility at 110 Central Park Drive (the “**Retirement Facility**”);
- 6 On February 13, 2025, Cameron Stephens Mortgage Capital Ltd. (“**Cameron Stephens**”), the principal secured lender of Park Place Retirement, filed an application (the “**Receivership Application**”) seeking the appointment of KSV as the Receiver of Park Place Retirement;
- 7 The Receivership Application has been adjourned from time to time, and is now returnable on July 21, 2025;
- 8 The Retirement Facility shares several of its amenities and staff with 2067166 Ontario Inc. (“**Park Place Senior**”), which is located directly adjacent to Park Place Retirement and which has been in receivership proceedings (Court File No. CV-24-98058) since February 24, 2025;

- 9 KSV, if appointed as Receiver of Park Place Retirement, intends to market the properties owned by Park Place Senior and Park Place Retirement together, given their integrated operations and shared premises;

The Receiver's Engagement of Newmark

- 10 The Receiver intends to engage N.R.E. Newmark Real Estate Canada Limited ("**Newmark**") as part of the Sale Process for the following reasons, among other things:
- (a) Newmark is a highly qualified brokerage, with significant experience selling seniors' facilities in Ontario and has access to a national platform;
 - (b) KSV has already retained Newmark to act as the listing agent for the sales processes in respect of other properties subject to receivership;
 - (c) those facilities are similar to the Park Place Senior and Park Place Retirement facilities including that they are located within six kilometres of each other, and can be marketed collectively by Newmark, as a prospective purchaser may be interested in acquiring the facilities together in a single transaction;
 - (d) in the Receiver's view, the commercial terms of Newmark's proposed engagement, including its commission rate, are reasonable and consistent with market standards; and
 - (e) Cameron Stephens, the senior secured lender of the Park Place Retirement, supports Newmark's engagement;

The Sale Process

- 11 The Receiver, with the assistance of Newmark, developed the Sale Process;

- 12 The Pre-Filing Report of the Receiver dated July 14, 2025 (the “**Pre-Filing Report**”) provides a detailed description of the Sale Process for approval by the Court, as described in Sections 4.2.1 and 4.2.2 and of Pre-Filing Report;
- 13 The Receiver believes that the proposed Sale Process is reasonable and should be approved for the following reasons, among other things:
- (a) the Sale Process is a fair, open and transparent process, and is intended to canvass the market broadly on an efficient basis to obtain the highest and best price;
 - (b) the Sale Process provides the Receiver with the timelines, procedures and flexibility that both the Receiver and Newmark believe are necessary to maximize value;
 - (c) the Sale Process is substantially consistent with the Ravines Senior Sale Process, which was approved by this Court pursuant to an Order of the Court granted May 27, 2025;
 - (d) the Sales Process will provide a coordinated approach for the sale of both Park Place Senior and Park Place Retirement, given their nexus to one another;
 - (e) the Sale Process is without prejudice to the potential refinancing efforts of the Ashcroft Homes Group by Mr. Choo, the president and founder, the motion for which was adjourned *sine die* on June 11, 2025 (as further described in the Pre-Filing Report); and
 - (f) Cameron Stephens has is supportive of the proposed Sales Process;

General

14 Rules 1.04, 1.05, 3.02, and 37 of the *Rules of Civil Procedure*, RRO 1990, c. C.43; and

15 Such further and other grounds as counsel may advise and this Honorable Court may
deem just;

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

1 The Pre-Filing Report; and

2 Such other materials as counsel may advise and this Honourable Court may permit.

July 14, 2025

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Lawyers for KSV Restructuring Inc., the Receiver

CAMERON STEPHENS MORTGAGE CAPITAL LTD.

- and -

1230172 ONTARIO INC.

Court File No. CV-25-00098742-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**PROCEEDING COMMENCED AT
OTTAWA**NOTICE OF MOTION
(Sale Process Approval)****NORTON ROSE FULBRIGHT CANADA LLP**222 Bay Street, Suite 3000
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Lawyers for KSV Restructuring Inc., the Receiver

TAB 2

**Third Report to Court of
KSV Restructuring Inc.
as Receiver and Manager of
2067166 Ontario Inc., 2265132 Ontario Inc.,
Ashcroft Homes – La Promenade Inc.,
2195186 Ontario Inc., 1384274 Ontario Inc.
and 1019883 Ontario Inc.**

July 14, 2025

- and –

**Pre-Filing Report of
KSV Restructuring Inc.
as Proposed Receiver and Manager of
1230172 Ontario Inc.**

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COURT FILE NO.: CV- 24-00098058-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

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

**AND IN THE MATTER OF THE APPOINTMENT OF A RECEIVER OVER THE PROPERTY,
ASSETS AND UNDERTAKING OF 2067166 ONTARIO INC., 2265132 ONTARIO INC.,
ASHCROFT HOMES – LA PROMENADE INC., 2195186 ONTARIO INC.,
1384274 ONTARIO INC. AND 1019883 ONTARIO INC.**

THIRD REPORT OF KSV RESTRUCTURING INC. AS RECEIVER AND MANAGER

- and -

COURT FILE NO.: CV-25-00098742-0000

CAMERON STEPHENS MORTGAGE CAPITAL LTD.

APPLICANT

- AND -

1230172 ONTARIO INC.

RESPONDENT

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

**PRE-FILING REPORT AS PROPOSED RECEIVER AND MANAGER OF
1230172 ONTARIO INC.**

JULY 14, 2025

1.0 Introduction

1. On December 5, 2024, the Ontario Superior Court of Justice (the “Court”) issued an order granting protection under the *Companies’ Creditors Arrangement Act* (the “CCAA”) to Ashcroft Urban Developments Inc. (“AUDI”), 2067166 Ontario Inc. (“Park Place Senior”), 2265132 Ontario Inc. (“Ravines Senior”), Ashcroft Homes – La Promenade Inc. (“Promenade Senior”), 2195186 Ontario Inc. (“Envie I”), Ashcroft Homes – Capital Hall Inc. (“Envie II”), 2139770 Ontario Inc. (“Ravines Retirement”) and 1019883 Ontario Inc. (the “Head Office Company” and collectively, the “CCAA Debtors”).

2. Several of the CCAA Debtors' lenders opposed the continuation of the CCAA proceedings at the comeback motion heard on December 12, 2024. Pursuant to the Honourable Justice Mew's decision dated December 20, 2024, the Court dismissed the motion to extend the CCAA proceedings and granted motions made by CMLS Financial Ltd. ("CMLS"), Equitable Bank ("EQB"), ACM Advisors Ltd. ("ACM") and certain other lenders to appoint KSV Restructuring Inc. ("KSV") as interim receiver of all CCAA Debtors and 1384274 Ontario Inc. ("138 Ontario"), except for Ravines Retirement, over which BDO Canada ("BDO") was appointed as receiver and manager pursuant to an application brought by Central 1 Credit Union.
3. On January 3, 2025, the Court issued an Order (the "Interim Receivership Order") appointing KSV as interim receiver (the "Interim Receiver"), without security, of all the property, assets and undertakings of the CCAA Debtors and 138 Ontario (except for Ravines Retirement) pursuant to section 47(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended.
4. Once KSV was appointed as the Interim Receiver, it was contemplated that, in due course, the interim receivership proceedings would be converted to receivership proceedings.
5. Pursuant to an Order of the Court granted February 24, 2025 (the "Receivership Order"), KSV was appointed as receiver and manager ("Receiver"), without security, of all the property, assets and undertaking of Park Place Senior, Ravines Senior, Promenade Senior, Envie I, the Head Office Company and 138 Ontario¹ (collectively, the "Companies" and individually, a "Company"). A copy of the Receivership Order is attached as Appendix "A". On the same date, pursuant to applications made by CMLS and EQB, the Court granted separate receivership orders appointing KSV as receiver and manager of the property, assets and undertaking of AUDI and Envie II.
6. On May 27, 2025, the Court issued an order (the "Sale Process Approval Order"), which approved, among other things:
 - a) the Receiver's proposed sale process for Ravines Senior (the "Ravines Sale Process"); and
 - b) the Receiver's proposed sale process for the properties owned by Promenade Senior (the "Promenade Sale Process").
7. On February 13, 2025, Cameron Stephens Mortgage Capital Ltd. ("Cameron Stephens") filed an application seeking the appointment of KSV in respect of the property, assets and undertaking of 1230172 Ontario Inc. ("Park Place Retirement"). The application has been adjourned from time to time, but is now returnable on July 21, 2025. As of the date of this report, KSV understands that Cameron Stephens intends to proceed with its application.

¹ 138 Ontario was not an applicant in the CCAA proceedings but was subject to the Interim Receivership Order and is subject to the Receivership Order.

8. KSV is filing this report (the “Report”) in its capacity as Receiver of the Companies (the “Ashcroft Receivership Proceedings”) and as a pre-filing report as proposed Receiver of Park Place Retirement (the “Park Place Retirement Proceedings” and together with the Ashcroft Receivership Proceedings, the “Proceedings”).
9. KSV has consented to act as Receiver of Park Place Retirement should the Court grant the Receivership Order. A copy of KSV’s consent was filed as part of Cameron Stephens’ receivership application.

1.1 Purposes of this Third Report

1. The purposes of this Report are to:
 - a) provide background information on these proceedings;
 - b) summarize KSV’s proposed preliminary steps should it be appointed as Receiver of Park Place Retirement, including the retention of Brightwater Senior Living Group LLC (“Brightwater”) as property manager of Park Place Retirement;
 - c) summarize the proposed terms of a sale process (the “Park Place Sale Process”) for the property, assets, and undertaking of each of Park Place Senior and Park Place Retirement, including the real property located at 110 and 120 Central Park, Ottawa, Ontario, and the retention of N.R.E. Newmark Real Estate Canada Limited (“Newmark”) to act as listing agent to carry out the Park Place Sale Process;
 - d) provide a brief update on the efforts of Mr. David Choo, the Companies’ president and founder, to refinance the Companies, terminate these proceedings and discharge the Receiver; and
 - e) recommend the Court issue orders in each of the Proceedings approving the Park Place Sale Process.

1.2 Restrictions

1. In preparing this Report, the Receiver has relied upon: (i) the Companies’ unaudited financial information, books and records; (ii) BDO’s first report as receiver, dated April 7, 2025 (the “First BDO Report”); (iii) discussions with the Companies’ management team and Newmark; (iv) the affidavit of Mr. Choo, sworn December 3, 2024 (the “Choo Affidavit”); and (v) information available in the public domain.
2. The Receiver has not audited or otherwise attempted to verify the accuracy or completeness of the financial information relied on to prepare this Report in a manner that complies with Canadian Auditing Standards (“CAS”) pursuant to the Chartered Professional Accountants of Canada Handbook and, accordingly, the Receiver expresses no opinion or other form of assurance contemplated under the CAS in respect of such information. Any party wishing to place reliance on the financial information in this Report should perform its own due diligence.

1.3 Court Materials

1. Copies of the Court materials filed to-date in these proceedings are available on the Receiver's case website: <https://www.ksvadvisory.com/experience/case/ashcroft>.

1.4 Currency

1. All currency references in this Report are in Canadian dollars.

2.0 Background

1. The Companies and Park Place Retirement are incorporated in Ontario and carry on business as part of the Ashcroft Homes Group, a residential and commercial real estate developer owned, directly or indirectly, by Mr. Choo.
2. Several properties are managed from the Head Office Company's owned office building in Nepean, Ontario. Other than the Head Office Company's property, the Companies' real property consists of: (i) seniors' facilities (Park Place Senior, Ravines Senior, and Promenade Senior); and (ii) a student residence (Envie I). Park Place Retirement is the retirement facility adjacent to Park Place Senior. There is one or more mortgages registered on title to the real property owned by each of the Companies and Park Place Retirement. 138 Ontario owns the parking lot that is used by Ravines Senior and Ravines Retirement.
3. Additional background information on the Companies, Envie II, AUDI and the Ashcroft Homes Group is included in the Choo Affidavit and the Interim Receiver's first report dated February 14, 2025 (the "Interim Receiver's First Report"), and accordingly, are not repeated in this Report. Additional information on Park Place Retirement is provided in the receivership application materials filed by Cameron Stephens.

3.0 Park Place Retirement Receivership

1. Cameron Stephens' receivership application against Park Place Retirement is presently scheduled to be heard on July 21, 2025.
2. Park Place Retirement is a 100 unit assisted living seniors' community located at 110 Central Park Drive, Ottawa. The facility shares several of its amenities and staff with Park Place Senior, which is located directly adjacent to Park Place Retirement. Park Place Retirement provides a higher level of assisted living care to its senior residents, including dementia and memory care, than Park Place Senior. The employees of Park Place Retirement and Park Place Senior are members of Local 8327 of the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Services Workers International Union pursuant to a collective bargaining agreement dated April 20, 2022 (the "CBA").
3. If appointed as Receiver of Park Place Retirement, KSV intends to carry out a strategy consistent with how it has overseen the receivership proceedings of Park Place Senior, Ravines Senior and Promenade Senior, including the proposed engagement of Brightwater as property manager.

4. Brightwater's relevant experience and background are summarized in the Interim Receiver's pre-filing report dated December 11, 2024, a copy of which is attached as Appendix "B". The objective of retaining Brightwater is to leverage Brightwater's experience and familiarity as property manager of Park Place Senior, Ravines Senior and Promenade Senior, in order to stabilize operations and provide consistent management across the facilities subject to these Proceedings. As described below, KSV, if appointed as Receiver of Park Place Retirement, intends to include the property owned by Park Place Retirement in the proposed Park Place Sale Process. In addition to the reasons described below, KSV believes it is appropriate to market the properties owned by Park Place Senior and Park Place Retirement together due to their integrated operations and shared premises.

4.0 Park Place Sale Process

4.1 Listing Proposals

1. As detailed in the Receiver's Second Report to Court dated May 20, 2025, BDO solicited proposals from three realtors to act as the listing agent for the property owned by Ravines Retirement located at 626 Prado Private, Ottawa, Ontario. After considering the proposals submitted, BDO engaged Newmark to act as the listing brokerage for Ravines Retirement. As set out in the First BDO Report, BDO's decision to engage Newmark was principally based on Newmark's industry experience, ability to attract national exposure, competitive commission rate and support from Ravines Retirement's senior secured lender. On this basis, BDO sought this Court's approval of Newmark's engagement and the proposed sale process described in the First BDO Report.
2. In consideration of the views of the proposal process conducted by BDO, and in consultation with ACM, the senior secured lender of Ravines Senior and 138 Ontario, the Receiver sought Court approval for the engagement of Newmark to act as listing agent of Ravines Senior (together with Ravines Retirement, "Ravines"). Newmark's engagement for Ravines Senior was approved by the Court on May 27, 2025. On or around July 3, 2025, Newmark launched the sale process for Ravines.
3. The Receiver recommends that the Court authorize the Receiver to retain Newmark as part of the Park Place Sale Process for the following reasons:
 - a) Newmark is already engaged as the listing agent in the Ravines Sale Process;
 - b) the commercial terms of the Newmark Listing Agreement are the same as the terms approved under the Sale Process Approval Order;
 - c) engaging the same brokerage to carry out a sale process for the Ravines Sale Process and the Park Place Sale Process will provide a coordinated and streamlined outreach to the market;
 - d) Ravines, Park Place Senior, and Park Place Retirement properties are similar facilities located within six kilometres of each other, and accordingly, can be marketed jointly by Newmark as it is possible that a potential purchaser would be interested in acquiring the properties in a single transaction;

- e) ACM and Cameron Stephens, being the senior secured lenders of Park Place Senior and Park Place Retirement, respectively, support Newmark's engagement;
- f) Newmark is a highly qualified brokerage which specializes in seniors' residences, with significant experience selling seniors' facilities in Ontario and has access to a national platform;
- g) in the Receiver's view, the commercial terms of Newmark's proposed engagement, including its commission rate, are reasonable and consistent with market; and
- h) the Newmark Listing Agreement is without prejudice to Mr. Choo's ongoing refinancing efforts (as summarized in Section 5 below).

4.2 Park Place Sale Process

1. The Receiver, with the assistance of Newmark, developed the Park Place Sale Process for Park Place Senior and Park Place Retirement. The Park Place Sale Process milestones and timelines are consistent with those approved by the Court for the Ravines Sale Process, as set out in the table below.

Summary of Ravines Sales Process		
Stage	Description of Activities	Timeline
Pre-Marketing	➤ Financial analysis, valuation, data rooms, proforma, NDAs, marketing, walkthroughs, Purchase and Sale forms, data hub.	2 - 4 Weeks
Marketing Launch	➤ Calls, teaser, Confidential Information Memorandum, investor talks, video presentations, marketing, submission, data access, interest reports, letters of intent.	4 - 8 Weeks
Offer Review Process	➤ Offers submitted in the Receiver's form of Asset Purchase Agreement, offer review process (1-3 weeks), bidding window, summarize bids, shortlist, negotiate, interviews, select and finalize definitive transaction documents.	1 - 3 Weeks
Due Diligence Period	➤ Deposit, deliver materials, contact bidders, coordinate information, manage transaction, waiver date.	30 - 60 Days
Deal Completion	➤ Court approval, any other regulatory approvals transition meetings, closing support, summary and document.	30 - 45 Days

2. Additional aspects of the Park Place Sale Process include:
 - a) the listing for Park Place Senior and Park Place Retirement will be unpriced;
 - b) Park Place Senior and Park Place Retirement will be marketed and sold on an "as is, where is" basis, with standard representations and warranties for a receivership transaction;

- c) the Receiver may amend any timeline in the Park Place Sale Process without Court approval, provided the timeline extension does not exceed 30 days;
- d) the Receiver may bring a motion to amend the Park Place Sale Process, including any timeline greater than 30 days, if it considers it appropriate to better facilitate the sale of Park Place Senior and Park Place Retirement;
- e) any material modifications to, or the termination of, the Park Place Sale Process shall require Court approval;
- f) the Receiver will have the right to reject any and all offers, including the highest dollar value offer(s), acting reasonably;
- g) nothing in the Park Place Sale Process affects the senior secured creditors' right to submit a credit bid for Park Place Senior or Park Place Retirement at the conclusion of the Park Place Sale Process; and
- h) any transaction generated under the Park Place Sale Process will be subject to Court approval.

4.3 Park Place Sale Process Recommendation

1. The Receiver recommends the Court grant an order approving the Park Place Sale Process for the following reasons:
 - a) the Park Place Sale Process is a fair, open and transparent process, developed with input from Newmark, and is intended to canvass the market broadly on an efficient basis to obtain the highest and best price;
 - b) the Park Place Sale Process provides the Receiver with the timelines, procedures and flexibility that both the Receiver and Newmark believe are necessary to maximize value. It is also substantially consistent with the Ravines Sale Process, which was approved by this Court pursuant to the Sale Process Approval Order;
 - c) commencing a coordinated sale process for both Park Place Retirement and Park Place Senior makes sense given their nexus to one another, as well as the integration of their operations;
 - d) as Newmark's primary focus is senior living facilities, Newmark has the industry expertise and experience to market Park Place Senior and Park Place Retirement;
 - e) the Park Place Sale Process is without prejudice to Mr. Choo's ongoing refinancing efforts for the Companies (as summarized in Section 5 below); and
 - f) ACM and Cameron Stephens have both advised the Receiver that they are supportive of the Park Place Sale Process.

5.0 Companies' Refinancing Efforts

1. As discussed in the Receiver's prior reports, Mr. Choo, on behalf of the Companies, entered into a non-binding refinancing term sheet dated February 10, 2025 (the "Refinancing Term Sheet") with a potential refinancing party (the "Potential Lender") based in the United States. The purpose of the Refinancing Term Sheet is to refinance all of the mortgage obligations of the Companies, such that the ongoing receivership proceedings can be terminated, subject to Court approval. Since entering into the Refinancing Term Sheet, the Receiver understands that the Potential Lender has been advancing its due diligence in respect of the Companies.
2. On May 14, 2025, the Companies' legal counsel provided a draft Credit Agreement among the Companies and the Potential Lender (the "Credit Agreement") and shortly thereafter scheduled a motion for June 13, 2025 to seek approval of the Credit Agreement. On June 11, 2025, the Companies' motion was adjourned *sine die*.
3. As at the date of this Report, no further updates on the status of the potential refinancing have been provided to the Receiver.

6.0 Conclusion and Recommendation

1. Based on the foregoing, the Receiver respectfully recommends that this Honourable Court grant the relief set out in Section 1.1(1)(e) of this Report.

All of which is respectfully submitted,

KSV Restructuring Inc.

**KSV RESTRUCTURING INC.
IN ITS CAPACITY AS RECEIVER AND MANAGER OF
2067166 ONTARIO INC., 2265132 ONTARIO INC.,
ASHCROFT HOMES – LA PROMENADE INC., 1384274 ONTARIO INC.,
2195186 ONTARIO INC. AND 1019883 ONTARIO INC.
AND IN ITS CAPACITY AS PROPOSED RECEIVER AND MANAGER
OF 1230172 ONTARIO INC.
AND NOT IN ITS PERSONAL CAPACITY**

Appendix “A”



Court File No. CV-24-00098058-0000

ONTARIO

SUPERIOR COURT OF JUSTICE

THE HONOURABLE

)

MONDAY, THE 24TH

JUSTICE MEW

)

DAY OF FEBRUARY, 2025

)

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT,
R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF ASHCROFT URBAN DEVELOPMENTS INC., 2067166
ONTARIO INC., 2139770 ONTARIO INC., 2265132 ONTARIO INC., ASHCROFT
HOMES – LA PROMENADE INC., 2195186 ONTARIO INC., ASHCROFT HOMES
– CAPITAL HALL INC. AND 1019883 ONTARIO INC.

Applicants

ORDER
(Appointing Receiver)

THIS MOTION made by KSV Restructuring Inc. ("**KSV**"), in its capacity as interim receiver (in such capacity, the "**Interim Receiver**") of the lands listed on Schedule "A" hereto and property, assets and undertaking (the "**Property**") of each of 2067166 Ontario Inc., 2261532 Ontario Inc., Ashcroft Homes – La Promenade Inc., 2195132 Ontario Inc., 1384274 Ontario Inc. and 1019883 Ontario Inc., (collectively, the "**Debtors**") for an Order pursuant to subsection 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "**CJA**") appointing KSV as receiver and manager (in such capacity, the "**Receiver**") over the Property of the Debtors, was heard on February 24, 2025 by judicial teleconference via Zoom at Ottawa, Ontario.

ON READING the first report of the KSV in its capacity as Interim Receiver dated February 14, 2025 (the "**First Report**") and on hearing the submissions of counsel for the Receiver, counsel for each of the mortgagees listed in Schedule "A" hereto (collectively, the "**Mortgagees**"), counsel

for the Debtors and such other parties appearing, no one else appearing although duly served as appears from the affidavit of service of Lauren Archibald sworn February 18, 2025, as filed, and on reading the consent of KSV to act as the Receiver,

SERVICE AND DEFINITIONS

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.

2. THIS COURT ORDERS that all terms not otherwise defined herein shall have the meaning ascribed to them in the First Report.

APPOINTMENT

3. THIS COURT ORDERS that pursuant to subsection 243(1) of the BIA and section 101 of the CJA, KSV is hereby appointed Receiver, without security, of the Property of the Debtors. Effectively immediately upon the appointment of KSV as Receiver, KSV's appointment as interim receiver pursuant to section 47(1) of the BIA shall be terminated.

4. THIS COURT ORDERS that the estates of the Debtors will be jointly administered by the Receiver for procedural purposes, provided, however, that nothing herein shall be deemed or constructed as directing a substantive consolidation of the Debtors or the Property, and provided further that the Receiver shall, without limitation:

- a) maintain those segregated Debtor specific bank accounts which were opened by KSV in its capacity as Interim Receiver (the "**Segregated Accounts**");
- b) funds in the Segregated Accounts shall be used to fund disbursements in connection with the associated Debtor including, without limitation, taxes, payroll, insurance, operational expenses associated with the Debtor, the associated Property and business operated by the Debtor;
- c) deposit any funds borrowed pursuant to paragraph 31 below into the applicable Segregated Account and not use any such borrowed funds for any purpose other than fees, costs and expenses associated with such Debtor unless otherwise consented to by the applicable Mortgagees; and

- d) keep segregated time and billing on a per Debtor basis in respect of its and its counsel's respective fees and disbursements.

TITLE OF PROCEEDINGS

5. THIS COURT ORDERS that the title of these proceedings is hereby amended to be as follows:

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

AND IN THE MATTER OF THE APPOINTMENT OF A RECEIVER OVER THE PROPERTY, ASSETS AND UNDERTAKING OF 2067166 ONTARIO INC., 2265132 ONTARIO INC., ASHCROFT HOMES – LA PROMENADE INC., 2195186 ONTARIO INC., 1384274 ONTARIO INC. AND 1019883 ONTARIO INC.

RECEIVER'S POWERS

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

- a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property, including without limitation the Debtors' bank accounts related to the Property wherever located;
- b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- c) to manage, operate, and carry on the business of the Debtors, or any one or more of them, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform

or disclaim any contracts of the Debtors, or any one or more of them, in respect of the Property;

- d) to engage consultants, appraisers, agents, property managers, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- e) in respect of the Property owned by 2195186 Ontario Inc. ("**Envie 1**"), to continue the sale process currently in place for Envie I (the "**Envie I Sale Process**") and seek approval by the Court of any transaction for the sale of the business and assets Envie 1;
- f) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtors, or any one or more of them, with respect to the Property or any part or parts thereof;
- g) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors, or any one or more of them, with respect to the Property and to exercise all remedies of the Debtors, or any one or more of them, in collecting such monies and accounts, including, without limitation, to enforce any security held by the Debtors, or any one or more of them;
- h) to settle, extend or compromise any indebtedness owing to the Debtors, or any one or more of them, with respect to the Property;
- i) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtors, or any one or more of them, for any purpose pursuant to this Order;
- j) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- k) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale

as the Receiver in its discretion, and with the consent of the applicable Mortgagees, may deem appropriate;

- l) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
 - i) without the approval of this Court in respect of any transaction not exceeding \$250,000, provided that the aggregate consideration for all such transactions does not exceed \$500,000; and
 - ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

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

- m) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- n) to report to, meet with and discuss with such affected Persons (as defined below), as the Receiver deems appropriate on all matters relating to the Property and the Receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- o) to consult with the Mortgagees and other creditors of the Debtors on all matters relating to the Property and the Receivership, subject to such terms as to confidentiality as the Receiver deems advisable;
- p) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- q) to apply for any permits, licences, approvals or permissions with respect to the Property as may be required by any governmental authority and any renewals thereof for and on

behalf of and, if thought desirable by the Receiver, in the name of the Debtors, or any one or more of them;

- r) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtors, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
- s) to exercise any shareholder, partnership, joint venture or other rights which the Debtors, or any one or more of them, may have; and
- t) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations;

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

7. THIS COURT ORDERS that nothing in this Order in any way derogates from the obligations of the Receiver to comply with all requirements under the *Retirement Homes Act*, 2010, S.O. 2010 c.11 (the “**Retirement Homes Act**”) and O. Reg. 166/11 or limits the exercise of the regulatory authority of the Retirement Homes Regulatory Authority (the “**RHRA**”).

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

8. THIS COURT ORDERS that (i) the Debtors together with any of their affiliates, (ii) all of their current and former directors, officers, employees, agents, accountants, legal counsel, shareholders, and all other persons acting on their instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being “**Persons**” and each being a “**Person**”) shall forthwith advise the Receiver of the existence of any Property in such Person’s possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver’s request.

9. 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 Debtors, or any one or more of them, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the “**Records**”) in that Person’s possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 9 or in paragraph 10 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.

10. 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.

11. THIS COURT ORDERS that the Receiver shall treat all documents and Records in accordance with the obligations contained in the *Retirement Homes Act* and other applicable legislation, including the *Personal Health Information Protection Act*, 2004, c.3 Sched. A.

12. THIS COURT ORDERS that all Persons, including without limitation, the Debtors and their affiliates, and each of them, shall be required to cooperate, and share information, with the Receiver, in connection with the operations of the Debtors’ businesses and all books and records, contracts, agreements, permits, licenses and insurance policies and other documents in respect of the Debtors, or any one or more of them, and the Property. In addition to the foregoing, general cooperation and information sharing requirements, the Debtors and their affiliates, or any of them, shall be required to do the following: (a) in respect of any and all such contracts, agreements,

permits, licenses and insurance policies and other documents: (1) maintain them in good standing and provide immediate notice and copies to the Receiver of any communications received from regulators, providers, lessors or franchisors in respect thereof; (2) provide immediate notice to the Receiver of any material change and/or pending material change to the status quo in respect thereof; and (3) provide thirty (30) days' written notice to the Receiver of any renewal date, termination date, election date or similar date in respect thereof; and (b) assist, and cooperate with, the Receiver in obtaining any further permits and licenses that may be required in the Receiver's discretion, acting reasonably, in consultation with the Mortgagees.

NO PROCEEDINGS AGAINST THE RECEIVER

13. 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, or its respective employees, advisors, counsel and other representatives acting in such capacities, except any Proceeding commenced by the RHRA pursuant to the provisions of the *Retirement Homes Act* or with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY

14. THIS COURT ORDERS that no Proceeding against or in respect of the Debtors, or any one or more of them, , or the Property shall be commenced or continued except any Proceeding commenced by the RHRA pursuant to the provisions of the *Retirement Homes Act* or with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtors, or any one or more of them, or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

15. THIS COURT ORDERS that, , all rights and remedies against the Debtors, or any one or more of them, the Receiver, , or affecting the Property, including, without limitation, licenses and permits, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtors, or any one or more of them, to carry on any business which the Debtors, or any one or more of them, is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtors, or any one or more of them, from compliance with statutory or regulatory provisions relating to health, safety or the environment, including any

regulatory requirements pursuant to the *Retirement Homes Act*, (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

16. THIS COURT ORDERS that, with the exception of the RHRA acting pursuant to its regulatory authority, no Person shall discontinue, fail to honour, alter, interfere with, repudiate, rescind, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtors, or any one or more of them, in respect of the Property without written consent of the Receiver or leave of this Court.

PROPERTY MANAGEMENT

17. THIS COURT ORDERS that if the Receiver elects to retain the services of Ashcroft Homes – Central Park Inc., Alavida Lifestyles Inc., or any other entity affiliated with the corporate group known as Ashcroft Homes Group that provides management or support services to any one or more of the Debtors (collectively, the “**Ashcroft Managers**”), it shall have the discretion to pay the Ashcroft Managers in respect of those services in accordance with past practice.

18. THIS COURT ORDERS that the Ashcroft Managers and the Debtors shall cooperate fully with the Receiver and shall continue to provide property management and other services to the Receiver in accordance with arrangements with the Debtors until such time as the Receiver no longer requires their services provided they get paid for it on a basis that reflects the actual cost of providing such services. Neither the Ashcroft Managers nor the Debtors shall have any power or authority to make any discretionary decisions in respect of property management nor shall they have any power or authority to alter any contractual obligations and neither the Ashcroft Managers nor the Debtors shall have any powers in respect of banking arrangements and credit authorization in respect of the Property. The Ashcroft Managers and the Debtors will facilitate the transfer of banking arrangements and credit authorizations to the Receiver in accordance with its direction.

CONTINUATION OF SERVICES

19. THIS COURT ORDERS that all Persons having oral or written agreements with the Debtors, or any one or more of them, in connection with or relating to the Property 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,

accounting services, payroll services, insurance, transportation services, utility or other services to the Debtors, or any one or more of them, in connection with or relating to the Property are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the Debtors', or any one or more of their, current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtors, or any one or more of their, or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court. Should any such service provider attempt to discontinue its services with respect to services provided in connection with a retirement home regulated by RHRA, the Receiver shall forthwith notify the RHRA of such attempt.

20. THIS COURT ORDERS that Canadian Imperial Bank of Commerce ("**CIBC**") shall be given the benefit and protection of the Receivers' Charge (defined below) to secure any liability for any overdraft amounts, chargebacks or other administrative fees and costs incurred by CIBC in connection with the administration of the Debtors' bank accounts.

RECEIVER TO HOLD FUNDS

21. THIS COURT ORDERS that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part in connection with or relating to the Property, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited in the Segregated Account that has been opened and designed to the applicable Property and the monies standing to the credit of such Segregated 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.

22. THIS COURT ORDERS that, notwithstanding any other terms or provisions of this Order, provided that there are sufficient cashflows to fund all ordinary course operational costs of the applicable Property (as determined by the Receiver in consultation with the Mortgagees), the Mortgagees of such Property shall continue to receive, to the extent the cash flows permit, payment of their respective monthly payments of applicable principal, interest and taxes in the

order of priority of their respective mortgages registered against or in respect of the applicable Property and Debtor (to the maximum extent possible, as determined by the Receiver).

EMPLOYEES

23. THIS COURT ORDERS that all employees of the Debtors, or any one or more of them, shall remain the employees of such Debtor until such time as the Receiver, on behalf of the Debtors, or any one or more of them, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in 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) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act* (“**WEPPA**”).

PIPEDA

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

LIMITATION ON ENVIRONMENTAL LIABILITIES

25. 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

26. THIS COURT ORDERS that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under subsections 81.4(5) or 81.6(3) of the BIA or under the WEPPA. 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

27. THIS COURT ORDERS that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver (as well as in its capacity as Interim Receiver) and counsel to the Receiver (and in its capacity as counsel to the Interim 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 including fees and disbursements incurred in connection with KSV’s appointment as Interim Receiver, and that, subject to paragraph 28, 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. Notwithstanding the foregoing, the Receiver’s Charge in respect of any particular Property owned by a Debtor shall secure only such fees and disbursements of the Receiver and its counsel that are allocated to such Debtor and Property in accordance with paragraph 4 above.

28. THIS COURT ORDERS that, notwithstanding any other terms or provisions of this Order:

- a) the Receiver's Charge shall rank behind the mortgage and other security of Peoples Trust Company against the Property of Envie I including the Envie I Property (as defined in the affidavit of David Choo sworn December 3, 2024);
- b) the Receiver shall not accept or reject any offer received in respect of Envie I or terminate or suspend the Envie I Sale Process, without the prior written consent of Peoples Trust Company and ACM Advisors Ltd.; and
- c) the Receiver shall not borrow or enter into any commitments to borrow funds pursuant to the Receiver's Borrowings Charge in respect of 2195186 Ontario Inc. or the Envie I Property without the prior written consent of Peoples Trust Company and ACM Advisors Ltd. to the extent such amounts are to be advanced in priority Peoples Trust Company.

29. THIS COURT ORDERS that KSV in its capacities as Interim Receiver and Receiver and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Interim Receiver and Receiver and its legal counsel are hereby referred to a judge of the Ontario Superior Court of Justice.

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

FUNDING OF THE RECEIVERSHIP

31. THIS COURT ORDERS that, subject to paragraph 28(c), the Receiver be at liberty and it is hereby empowered, in consultation with the Mortgagees of a Debtor, 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 \$500,000 per Debtor (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures on a property specific basis. Only the Property of the specific Debtor in respect of which the Receiver is required to borrow monies 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, fees, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, on the specific property, but subordinate in priority to the Receiver's Charge and the charges as set out in subsections 14.06(7), 81.4(4), and 81.6(2) of the BIA. For greater certainty, any amounts borrowed by the Interim Receiver pursuant to the Interim Receiver's Borrowing Charge as set out in the Order of this Court dated December 20, 2024 shall have the benefit and protection of the Receiver's Borrowing Charge as though such amounts were borrowed pursuant to this Order.

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

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

34. 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, in respect of the specific property so charged in accordance with paragraph 31 unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

SERVICE AND NOTICE

35. THIS COURT ORDERS that the E-Service Guide of the Commercial List (the "**Guide**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Guide (which can be found on the Commercial List website at <https://www.ontariocourts.ca/scj/practice/regional-practice-directions/eservice-commercial/>) shall be valid and effective service. Subject to Rule 17.05, this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 13 of the Guide, service of documents in accordance with the Guide will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Guide with the following URL: <https://www.ksvadvisory.com/experience/case/Ashcroft>.

36. THIS COURT ORDERS that if the service or distribution of documents in accordance with the Guide is not practicable, the Receiver is at liberty to serve or distribute this Order, any other

materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Debtors', or any one or more of their, creditors or other interested parties at their respective addresses as last shown on the records of the Debtors, or any one or more of them, and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

37. THIS COURT ORDERS that the Receiver and its respective counsel are at liberty to serve or distribute this Order, any other materials and orders as may be reasonably required in these proceedings, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to the Debtors' creditors or other interested parties and their advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or juridical obligation, and notice requirements within the meaning of subsection 3(c) of the *Electronic Commerce Protection Regulations* (SOR/2013-221).

GENERAL

38. 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.

39. THIS COURT ORDERS that nothing in this Order shall prevent the Receiver from acting as a receiver or trustee in bankruptcy of the Debtors, or any one or more of them.

40. 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.

41. 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

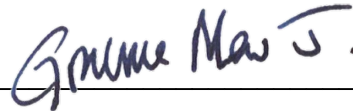
proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

42. THIS COURT ORDERS that each Mortgagee shall have its costs of this Motion, up to and including entry and service of this Order, provided for by the terms of the Mortgagee's security or, if not so provided by the Mortgagee's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtors, or any one or more of their estates, with such priority and at such time as this Court may determine.

43. THIS COURT ORDERS that nothing in this Order prejudices the Debtors' right of redemption.

44. 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.

45. THIS COURT ORDERS that this Order is effective from today's date and it is not required to be entered.

A handwritten signature in blue ink, appearing to read "G. Mew J.", is written over a horizontal line.

Mew J.

Issuance on February 28, 2025

SCHEDULE “A” – LIST OF SUPPORTING MORTGAGEES, PROPERTY AND DEBTORS

DESCRIPTION OF THE REAL PROPERTY

Mortgagee	Debtor	Legal Description of Real Property
ACM Advisors Ltd. Institutional Mortgage Capital Canada Inc.	2067166 Ontario Inc.	PART OF BLOCK 69 ON 4M-1047 BEING PARTS 1,2,3,4 AND 6 4R-21512, OTTAWA. SUBJECT TO A RIGHT-OF-WAY IN FAVOUR OF PARTS 1 TO 5 ON 4R-20298 OVER PART 3 ON 4R-21512 AS IN OC487047. SUBJECT TO A RIGHT-OF-WAY IN FAVOUR OF PARTS 9 TO 11 ON 4R-20298 OVER PART 3 ON 4R-21512 AS IN OC494285. TOGETHER WITH A RIGHT-OF-WAY OVER PARTS 2 AND 5 ON 4R-20298AS IN OC487047.TOGETHER WITH A RIGHT-OF-WAY OVER PART 9 ON 4R-20298 AS IN OC494285. SUBJECT TO A RIGHT-OF-WAY IN FAVOUR OF PART 5 ON 4R-21512 OVER PART 6 ON 4R-21512 AS IN OC654077. SUBJECT TO A RIGHT-OF-WAY IN FAVOUR OF PART 5 ON 4R-21512 OVER PART 4 ON 4R-21512 AS IN OC654077. SUBJECT TO AN EASEMENT IN GROSS OVER PART 1 ON PLAN 4R-28152 AS IN OC1621378.; TOGETHER WITH AN EASEMENT OVER PART BLOCK 69 PLAN 4M1047 PART 5 4R21512 AS IN OC1966865, being PIN 03998-1732 (LT)
ACM Advisors Ltd. Institutional Mortgage Capital Canada Inc.	2265132 Ontario Inc.	PART OF BLOCKS 10 AND 11 PLAN 4M1327, PARTS 8, 9, 21, 45 AND 46 PLAN 4R25794. SUBJECT TO AN EASEMENT OVER PART 21 PLAN 4R25794 AS IN NS45154. SUBJECT TO AN EASEMENT OVER PARTS 8, 21 AND 46 PLAN 4R25794 AS IN OC909083; SUBJECT TO AN EASEMENT AS IN OC1200007; SUBJECT TO AN EASEMENT IN GROSS AS IN OC1254247; SUBJECT TO AN EASEMENT AS IN OC1435034; TOGETHER WITH AN EASEMENT OVER ALL OF BLOCK 9 AND PART OF BLOCKS 10, 11 AND 25 PLAN 4M1327, PARTS 1, 3, 4, 5, 6, 7, 10, 11, 14, 15, 16, 17, 18, 20, 23, 24, 26, 27, 28, 32, 33, 34, 35, 37, 39, 40, 41, 42, 43, 44, 50, 51, 52 AND 54 PLAN 4R25794 AS IN OC1451771; CITY OF OTTAWA, being PIN 04052-0799 (LT)

Mortgagee	Debtor	Legal Description of Real Property
ACM Advisors Ltd. Institutional Mortgage Capital Canada Inc.	1384274 Ontario Inc.	ALL OF BLOCK 9 AND PART OF BLOCKS 10, 11 AND 25 PLAN 4M1327, PARTS 1, 3, 4, 5, 6, 7, 10, 11, 14, 15, 16, 17, 18, 20, 23, 24, 26, 27, 28, 32, 33, 34, 35, 37, 39, 40, 41, 42, 43, 44, 50, 51, 52 AND 54 PLAN 4R25794. SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 1, 16, 17, 18, 23, 24, 27 AND 28 PLAN 4R25794 AS IN OC881843. SUBJECT TO AN EASEMENT OVER PARTS 3, 4, 5, 6, 7, 10, 11, 14, 15, 20, 26, 32, 33, 34, 35, 39, 40, 41 AND 54 PLAN 4R25794 AS IN OC909083; SUBJECT TO AN EASEMENT AS IN OC1200007; SUBJECT TO AN EASEMENT IN GROSS AS IN OC1254247; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 12 PLAN 4M1327, PART 19 PLAN 4R25794 AS IN OC1451770; SUBJECT TO AN EASEMENT IN FAVOUR OF PART OF BLOCKS 10 AND 25 PLAN 4M1327, PARTS 2, 22, 25, 29, 30, 31, 36 AND 53 PLAN 4R25794; PART OF BLOCKS 10 AND 11 PLAN 4M1327, PARTS 8, 9, 21, 45 AND 46 PLAN 4R25794; PART OF BLOCKS 10 AND 11 PLAN 4M1327, PARTS 12, 13, 38, 47, 48 AND 49 PLAN 4R25794 AS IN OC1451771; SUBJECT TO AN EASEMENT IN GROSS AS IN OC1560118; CITY OF OTTAWA, being PIN 04052-0801 (LT)
Peoples Trust Company ACM Advisors Ltd.	2195186 Ontario Inc.	PART LOTS 7, 8, 9, 10, 11 AND PART LANE, AS CLOSED BY ORDER CR234928 PLAN 131037, PART 1 PLAN 4R29600; SUBJECT TO AN EASEMENT AS IN OC1804530; SUBJECT TO AN EASEMENT IN GROSS OVER PART 2 PLAN 4R33801 AS IN OC2393098; CITY OF OTTAWA, being PIN 04102-0340 (LT)
Institutional Mortgage Capital Canada Inc.	Ashcroft Homes – La Promenade Inc.	PART LOTS 34, 35, CONCESSION 1 CUMBERLAND (OLD SURVEY) DESIGNATED AS PARTS 7, 8, PLAN 4R29684; TOGETHER WITH AN EASEMENT OVER PART LOTS 34, 35, CONCESSION 1 CUMBERLAND (OLD SURVEY) DESIGNATED AS PARTS 2, 4, PLAN 4R29684 IN FAVOUR OF PART LOTS 34, 35, CONCESSION 1 CUMBERLAND (OLD SURVEY) DESIGNATED AS PART 7, PLAN 4R29684 AS IN OC1822752; TOGETHER WITH AN EASEMENT OVER PART LOTS 34, 35, CONCESSION 1 CUMBERLAND (OLD SURVEY) DESIGNATED AS PARTS 2, 3, 4, 5, 6, PLAN 4R29684 IN FAVOUR OF PART LOTS 34, 35, CONCESSION 1 CUMBERLAND (OLD SURVEY) DESIGNATED AS PART 7, PLAN 4R29684 AS IN OC1822752; SUBJECT TO AN EASEMENT IN GROSS OVER PLAN 4R30928 AND PART 1 ON PLAN 4R31325 AS IN OC2032997; CITY OF OTTAWA
Canadian Western Bank	1019883 Ontario Inc.	PIN 02626-0026 (LT) - PCL27-22, SEC NEPEAN-A RIDEAU FRONT; PT LT 27, CON A RIDEAU FRONT, PART 1 & 2 ,4R7847;T/W ROW PT 5, 4R7847 AS IN LT757172; S/T 1T408623, 1T409186,LT424426,LT424520,LT427435, 1T499796 NEPEAN; CITY OF OTTAWA;THE REGIONAL MUNICIPALITY OF OTTAWA-CARLETON

SCHEDULE "C"
RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that KSV RESTRUCTURING INC., the Receiver (the "**Receiver**") of all of the properties, assets and undertaking of _____ (the "**Property**") appointed by Order of the Ontario Superior Court of Justice (the "**Court**") dated the ____ day of _____, 20____ (the "**Order**") made in Court file number CV-24-00098058-0000; has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$ _____, being part of the total principal sum of \$ _____ which the Receiver is authorized to borrow under and pursuant to the Order.

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

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

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

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

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

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

DATED the _____ day of _____, 20__.

KSV RESTRUCTURING INC. solely in its capacity as receiver and manager of the property, assets and undertaking of **[insert applicable debtor]** and not in its personal capacity

Per: _____

Name:

Title:

AND IN THE MATTER OF ASHCROFT URBAN DEVELOPMENTS INC., 2067166 ONTARIO INC., 2139770 ONTARIO INC., 2265132 ONTARIO INC., ASHCROFT HOMES – LA PROMENADE INC., 2195186 ONTARIO INC., ASHCROFT HOMES – CAPITAL HALL INC. AND 1019883 ONTARIO INC.

Court File No: CV-24-00098058-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT
OTTAWA

RECEIVERSHIP ORDER

NORTON ROSE FULBRIGHT CANADA LLP

222 Bay Street, Suite 3000
Toronto, ON M5K 1E7
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BLANEY MCMURTRY LLP

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Lawyers for KSV Restructuring Inc., the Interim Receiver

Appendix “B”

**Report to Court of
KSV Restructuring Inc.
as Proposed Interim Receiver of Ashcroft
Urban Developments Inc., 2067166 Ontario
Inc., 2265132 Ontario Inc., Ashcroft Homes
– La Promenade Inc. and 2195186 Ontario
Inc. and Ashcroft Homes – Capital Hall Inc.**

December 11, 2024

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Appendices

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COURT FILE NO.: CV- 24-00098058-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985,
c. C-36, AS AMENDED

AND IN THE MATTER OF ASHCROFT URBAN DEVELOPMENTS INC., 2067166 ONTARIO
INC., 2139770 ONTARIO INC., 2265132 ONTARIO INC., ASHCROFT HOMES – LA
PROMENADE INC., 2195186 ONTARIO INC., ASHCROFT HOMES – CAPITAL HALL INC.,
AND 1019883 ONTARIO INC.

REPORT OF KSV RESTRUCTURING INC.
AS PROPOSED INTERIM RECEIVER

DECEMBER 11, 2024

1.0 Introduction

1. On December 5, 2024, the Ontario Superior Court of Justice (the "Court") issued an order granting Ashcroft Urban Developments Inc. ("Ashcroft Urban"), 2067166 Ontario Inc. ("Park Place Senior"), 2139770 Ontario Inc. ("Ravines Retirement"), 2265132 Ontario Inc. ("Ravines Senior"), Ashcroft Homes – La Promenade Inc. ("Promenade Senior"), 2195186 Ontario Inc., Ashcroft Homes – Capital Hall Inc. and 1019883 Ontario Inc. ("1019883") (each an "Applicant" and collectively the "Applicants") protection under the *Companies' Creditors Arrangement Act* (the "CCAA"). The comeback motion is scheduled to be heard on December 12, 2024.
2. Each Applicant carries on active business operations from a different location in and around Ottawa, Ontario. The real property at each location has its own mortgage, mortgagee(s) and creditors.
3. KSV Restructuring Inc. ("KSV") understands that some or all of the Applicants' mortgagees oppose the continuation of the CCAA proceedings and intend to seek the appointment of KSV as interim receiver of the legal entities holding the real property subject to their mortgages. The entities that are contemplated to be subject to the interim receivership are all of the Applicants other than Ravines Retirement and, potentially, 1019883, which owns the Applicants' head office. KSV understands that the mortgagee of Ravines Retirement, being Central 1 Credit Union, is seeking the appointment of BDO Canada Limited ("BDO") over the property of Ravines Retirement. Counsel to the mortgagee of 1019883, Canadian Western Bank, has not yet advised KSV of its position regarding the interim receivership.
4. KSV is filing this report (the "Report") in its capacity as proposed Interim Receiver.

1.1 Purposes of this Report

1. The purposes of this Report are to:
 - a) summarize KSV's preliminary game plan if appointed Interim Receiver; and
 - b) provide comments regarding certain parts of the affidavit of David Choo, the Applicants' principal, sworn December 3, 2024 (the "Choo Affidavit").

1.2 Restrictions

1. In preparing this Report, KSV has relied on (i) certain of the Applicants' financial and other information included in the Applicants' materials filed with the Court, (ii) financial information previously provided by certain of the Applicants' lenders to KSV as a result of advisory mandates performed by KSV for those lenders; and (iii) discussions with legal counsel to certain of the Applicants' lenders.
2. KSV has not audited or otherwise attempted to verify the accuracy or completeness of the financial information relied on to prepare this Report in a manner that complies with Canadian Auditing Standards ("CAS") pursuant to the Chartered Professional Accountants of Canada Handbook and, accordingly, KSV expresses no opinion or other form of assurance contemplated under the CAS in respect of such information. Any party wishing to place reliance on the financial information should perform its own diligence.

1.3 Currency

1. All currency references in this Report are in Canadian dollars.

2.0 Background

1. KSV is the financial advisor to CMLS Financial Ltd. regarding its loans to Ashcroft Urban Developments Inc. ("Ashcroft Urban"), one of the Applicants, pursuant to an engagement letter dated October 15, 2024. KSV has also provided advisory services to Institutional Mortgage Corporation in respect of its mortgages registered on title to certain of the Applicants' real property. KSV has, among other things, met with Mr. Choo and certain of the Applicants' management team, including its financial advisor, and gained an understanding of the Applicants' business.
2. KSV's preliminary game plan, if appointed as Interim Receiver, is based on its extensive experience in similar multi-entity insolvency proceedings involving real property. KSV is also presently the receiver and manager of a seniors' residence in Oshawa, Ontario, called The Bartlett which is owned by Chancery (Oshawa) The Bartlett Limited Partnership ("Chancery").
3. In order to stabilize Chancery's performance and improve its financial results, KSV, as receiver and manager, retained Brightwater Senior Living Group, LLC ("Brightwater") as the property manager. Background information concerning Brightwater is provided in Appendix "A".

4. It is KSV's experience that in multi-entity real property receivership insolvencies, mortgagees are concerned that the costs of the proceedings, funding for the proceedings and the cash flow for each property be siloed so that each property is treated as if it was a separate proceeding. In KSV's experience, issues related to shared services and employees can be addressed while still respecting the individual priorities of lenders in respect of their individual properties. KSV recommended that provisions in this regard be incorporated into the draft interim receivership order. The Initial Order in the CCAA proceedings does not require this siloing, and it does not appear that this is required by the Amended and Restated Initial Order being sought by the Applicants. Absent this provision, positive cash flow entities may be subsidizing underperforming cash flow entities without regard to the distinct creditor interests of each corporate entity.
5. If appointed, KSV intends to work with Grant Thornton Limited, the Monitor appointed in the CCAA proceedings, to understand its communications with stakeholders, as well as the operations of each of the Applicants' businesses, including the head office support required for each entity. KSV also intends to work with the Applicants' management in this regard. Given the critical care and support provided by the Applicants' retirement residences, the ongoing assistance of the Monitor and the Applicants' executive management for a short period of time will assist to mitigate issues during a transition period while the Interim Receiver familiarizes itself with the Applicants' operations (the "Transition"). KSV would also coordinate with BDO, if BDO is appointed receiver of Ravines Retirement, in light of KSV's understanding of the shared services between Ravines Senior and Ravines Retirement.
6. Immediately following its appointment as Interim Receiver, KSV intends to engage Brightwater to review and oversee the operations of the retirement properties, being Ravines Senior, Park Place Senior and Promenade Senior.
7. As it relates to the two entities which operate student housing residences known as "Envie 1" and "Envie 2/Capital Hall", KSV intends to engage Varsity Properties Inc. ("Varsity") to oversee their operations during the interim receivership proceedings. KSV retained Varsity on a prior student residence receivership in Kingston, Ontario near Queen's University. An email from Varsity regarding its credentials is provided as Appendix "B".
8. The involvement of Brightwater (in respect of the retirement and seniors residences) and Varsity (in respect of the student residences) will assist KSV to stabilize certain of the Applicants' businesses with a view to identifying areas for improvement and eventually improving the net operating income of each, which is the key metric considered by interested parties to value the retirement home and student residence businesses. KSV may similarly engage a party with expertise in the hospitality sector to review and provide recommendations on improving the performance of the hotel property owned by Ashcroft Urban referred to in the Choo Affidavit as "ReStays".

9. KSV has also considered the valuation information included in the Choo Affidavit. KSV has been requested by certain of the lenders to comment on that information. KSV is one of the most active firms in real estate insolvencies. Based on its experience, KSV is concerned that the valuation evidence is optimistic and unrealistic given the cash flow of Applicants' properties relative to the debt. The valuation assumptions appear to reflect stabilized cash flows much higher than is presently the case. Additionally, many of the appraisals are aged (and some substantially aged), making them irrelevant from a value perspective¹.
10. KSV has also reviewed a version of the cash flow forecast provided to counsel for certain of the mortgagees at approximately 11:00 pm on December 10, 2024. KSV does not know if this is the cash flow that the Applicants will be filing at the Comeback Motion. KSV cannot comment on the reasonableness of the cash flow forecast for several reasons including (i) there are no explanatory assumptions and (ii) there seem to be arithmetic errors in certain of the supporting schedules. KSV also notes that the cash flow does not appear to silo cash on a per entity basis and that remittances of sales taxes do not appear to be reflected.

All of which is respectfully submitted,

KSV Restructuring Inc.

KSV RESTRUCTURING INC.

**IN ITS CAPACITY AS PROPOSED INTERIM RECEIVER OF
CERTAIN OF THE APPLICANTS
AND NOT IN ITS PERSONAL CAPACITY**

¹ For example: a) the ReStays equity is based on "appraised valuations between April and June 2021"; b) the equity in the Capital Hall property is based "on an appraisal valuation dated 23 June 2022"; and c) the equity in the "Park Place Senior property" is based on "an appraisal valuation dated 30 September 2022".

Appendix “A”





brightwater

The Vision

Leading the way in innovation for tomorrow to enrich the lives of seniors today.

The Mission

Inspire hope and enhance the lives of our seniors through the creation of an unparalleled approach to community design and amenities, leadership development, healthcare, engagement, and experiences.

Core Values

Admiration

Integrity

Teamwork

Excellence

Innovation

Stewardship

Ownership

THE BRIGHTWATER TIMELINE

Brightwater currently operates 1,794 units with a vision to develop and/or manage 1-3 new communities a year, building our portfolio to over 2,500 units in the next 5 years. For more information on our current and previous projects, please visit our website at www.brightwaterseniorliving.com.



HIGHLIGHTS

14 Communities

- 5 Owned and Managed
- 9 Managed

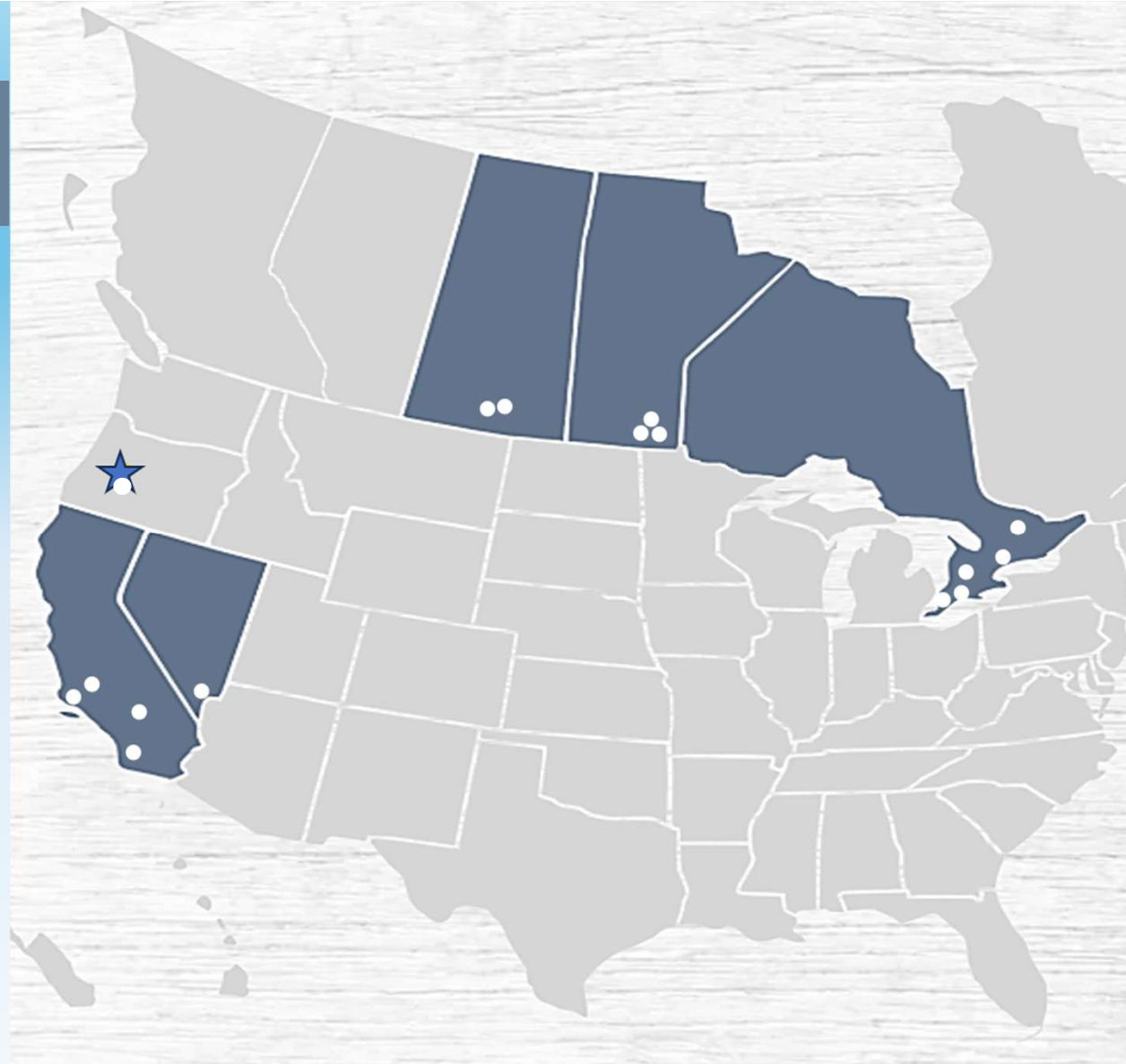
1794 Units in Total

- Independent Living - 940 Units
- Assisted Living - 565 Units
- Long Term Care - 136 Units
- Memory Care - 153 Units

Employees = ~1200

Company Occupancy = 91%

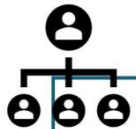
Revenue = ~108m



INVESTMENT HIGHLIGHTS



State-of-the-art building construction & design



Market-leading operating management platform



Intimate knowledge of the market



Scalable platform for growth



QUINTIN KING
PRESIDENT | PRINCIPAL



STEVE YATES
PRINCIPAL



RANDALL CORWIN
PRINCIPAL

Brightwaters core business values are founded in a strong commitment to provide an exceptional, vibrant, and loving environment for residents and families by carefully selecting team members that exhibit a warm, considerate and helpful spirit. Brightwater offers family/boutique style care with an institutional approach to asset management resulting in extraordinary resident satisfaction and market leading residences.

THE BRIGHTWATER DIFFERENCE



Institutional grade partner & best- in class operator



Market leading manager



Growth focused management

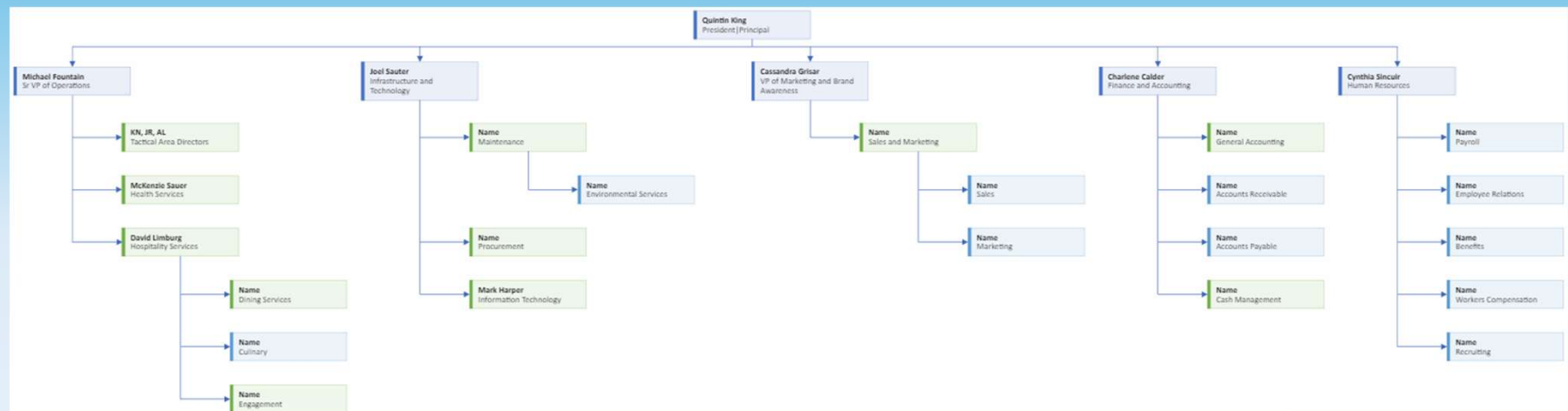


Seniors Housing pedigree & proven track record of excellence



Existing platform with focus on growth

MEET THE ORGANIZATION









COMMUNITIES IN ONTARIO





COMMUNITY PORTFOLIO HISTORY

The innovative Brightwater team was honored to have built from the ground up and transitioned ownership of many state-of-the-art Assisted Living & Memory Care facilities within the U.S. and Canada. Here are just a few examples of what Brightwater had skillfully designed with the attention to detail focusing on Healthcare providing 24/7 onsite nursing staff, Chef prepared meals, a variety of warm suite floor plans with full kitchenettes along with many other features and services to make their communities the ultimate and desirable destination for Retirement Living.

OUR TECHNOLOGY



THE BRIGHTWATER WAY

Our Commitment:

Imagine and celebrate the joys of daily living with Brightwater. A great cup of coffee, a walk with a dog, or a refreshing trip to the salon are some of the simplest everyday pleasures that mean the most to our residents. These are the moments that make us feel like we're at home. This is why we at Brightwater continue to build programs and experiences designed to help you live your life YOUR way. We won't ask you to change who you are to fit into our communities. Instead, we design spaces, services, and amenities that adapt to your life, your needs, and your choices. We strive to provide communities with resources you want to live as you wish. For some, this means living as you always have, while for others, living as you've always wanted.

To create an atmosphere of rich, healthy living, we've worked to develop beautifully designed, meticulously managed communities supported by high-caliber professionals focused on your living experience. From exceptional dining experiences to meaningful social activities and diverse healthcare services, Brightwater communities represent the utmost in thoughtful senior living tailored to you.

[Join us at Brightwater](#)
We'll help You stay You

The logo for Brightwater, featuring the lowercase letters 'b' and 'w' in a large, white, sans-serif font. The 'b' and 'w' are connected by a thin, white, curved line that arches over the 'w'. The logo is set against a background of three horizontal, wavy lines in shades of blue and white, creating a sense of movement and depth. The entire graphic is positioned on the right side of the page, partially overlapping the text area.

Appendix “B”

From: A.J. Keilty <AJK@keilty.com>
Sent: December 10, 2024 7:55 PM
To: Mitch Vininsky <mvininsky@ksvadvisory.com>
Cc: Connor Patterson <Connor.Patterson@keilty.com>; Brandon Ackerman <Brandon.Ackerman@varsitycommunities.com>
Subject: Varsity Communities | Ottawa

Hi Mitch,

Nice to speak with you today about your potential Ottawa community. We would be pleased to assist you in evaluating the operations of the property and if necessary to provide third-party property management services.

Varsity Communities is a premier property management firm specializing in purpose-built student housing in Ontario. With over two decades of experience, we have become a trusted partner for universities, developers, and investors, delivering exceptional living experiences that foster academic excellence and resident well-being.

Proven Track Record in Student Housing

Our extensive experience in operating high-quality student residences allows us to tailored our services to meet the unique needs of university students. We have successfully completed the initial lease-up of 4,500 beds in new student housing developments, and over the past 20 years have graduated thousands of students through our communities.

Notable properties managed include:

- **Albert Terrace:** A 110-bed residence in Kingston, Ontario.
- **Foundry Barrie:** A 360-bed community in Barrie, Ontario.
- **GEO:** A 551-bed facility in Kingston, Ontario.
- **Unity Point + Place:** A 650-bed community in Kingston, Ontario.
- **Taylorwood Townhomes:** A 464-bed complex in Oshawa, Ontario.
- **University Studios:** A 308-bed residence in Oshawa, Ontario.
- **University Towns:** A 452-bed community in Oshawa, Ontario.
- **Avant Toronto:** A 300-bed community in Toronto, Ontario.

Comprehensive Property Management Services

Varsity Communities offers a full suite of third-party property management services:

- **Marketing and Leasing:** We implement targeted marketing strategies and utilize digital platforms to ensure swift lease-ups.

- **Resident Engagement:** Our team fosters community-focused environments through programming, events, and responsive service.
- **Facilities Management:** We provide top-tier maintenance and facility operations to ensure residences remain safe, clean, and welcoming.
- **Financial Oversight:** Through rigorous accounting and reporting, we ensure transparency and accountability for all stakeholders.

Innovative Technology Integration

We embrace modern technology to enhance operational efficiency and resident experience, utilizing specialized property management software, digital leasing platforms, and automated systems to streamline operations and provide data-driven insights.

Experienced and Dedicated Team

Our team comprises seasoned professionals with backgrounds in real estate, hospitality, and property management, all dedicated to delivering quality housing solutions and fostering a sense of belonging among residents.

Commitment to Community

We understand that student housing is more than a business—it's about creating a home where students can thrive academically and socially. We pride ourselves on fostering an inclusive environment that supports students' personal and educational success.

Why Varsity Communities?

Our decades of expertise managing large-scale, purpose build student accommodation properties positions us as a leader in the Canadian market. By choosing Varsity Communities, you partner with a team dedicated to excellence in property management, resident and owner satisfaction.

Let us bring our knowledge, resources, and innovative approach to your student housing project in Ottawa. When the time is right please let us know how we can be of assistance to you.

Thank you again for reaching out.

Best Regards,

AJK

A.J. Keilty, President

Varsity Communities

Real Estate Investment Management

Office: [613-704-1541](tel:613-704-1541) Mobile: [613-541-8534](tel:613-541-8534)

ONTARIO SUPERIOR COURT OF JUSTICE PROCEEDING COMMENCED AT OTTAWA	
PRE-FILING REPORT OF THE PROPOSED RECEIVER	
NORTON ROSE FULBRIGHT CANADA LLP 222 Bay Street, Suite 3000 Toronto, ON M5K 1E7 Jennifer Stam LSO#: 46735J Tel: 416. 202.6707 jennifer.stam@nortonrosefulbright.com Lauren Archibald LSO# 87151U Tel: 416.278.3787 lauren.archibald@nortonrosefulbright.com Lawyers for KSV Restructuring Inc., the Proposed Receiver	

TAB 3

Court File No. CV-25-00098742-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE)	MONDAY, THE 21st
)	
JUSTICE MEW)	DAY OF JULY, 2025

CAMERON STEPHENS MORTGAGE CAPITAL LTD.

Applicant

- and -

1230172 ONTARIO INC.

Respondent

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

**ORDER
(Sales Process Approval)**

THIS MOTION made by made by KSV Restructuring Inc. (“**KSV**”), in its capacity as receiver and manager (in such capacity, the “**Receiver**”) of the lands listed on Schedule “A” hereto and the property, assets and undertaking (collectively, the “**Property**”) of 1230172 Ontario Inc. (the “**Company**”), for an Order, among other things, approving the Sale Process (as defined below), was heard on July 21, 2025 by judicial teleconference via Zoom at Ottawa, Ontario.

ON READING the Motion Record in respect of this motion including the Pre-Filing Report of KSV in its capacity as the proposed Receiver of the Property dated July [●], 2025 (the “**Pre-Filing Report**”), and on hearing the submissions of counsel for the Receiver and Cameron

Stephens Mortgage Capital Ltd. and such other parties appearing, no one else appearing although duly served as appears from the Lawyer's Certificate of Service of Lauren Archibald dated July [●], 2025, filed.

SERVICE

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

DEFINITIONS

2. **THIS COURT ORDERS** that capitalized terms used herein and not otherwise defined have the meaning given to them in the Pre-Filing Report.

SALE PROCESS

3. **THIS COURT ORDERS** that the sale process for the Property (the "**Sales Process**"), as set out in paragraphs 4.2.1 and 4.2.2 of the Pre-Filing Report, be and is hereby approved. The Receiver is hereby authorized to carry out the Sale Process and to take such steps as it considers necessary or desirable in carrying out its obligations thereunder, all subject to prior approval of this Court being obtained before completion of any sale transaction under the Sale Process.

4. **THIS COURT ORDERS** that the Receiver and its affiliates, partners, directors, officers, employees, legal advisors, representatives, agents and controlling persons shall have no liability with respect to any and all losses, claims, damages or liabilities of any nature or kind to any person in connection with or as a result of the Sale Process, except to the extent such losses, claims, damages or liabilities arise or result from the gross negligence or wilful misconduct of the Receiver, as determined by this Court in a final order that is not subject to appeal or other review.

5. **THIS COURT ORDERS** that the Receiver may apply to Court for directions with respect to the Sale Process at any time on at least seven (7) days' notice to the service list established in this proceeding or such other notice as directed or permitted by the Court.

PIPEDA

6. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5 and any similar legislation in any other applicable jurisdictions, the Receiver is hereby authorized and permitted to disclose and provide to its agents and any potential purchasers in the Sales Process, personal information of identifiable individuals, but only to the extent required to negotiate or attempt to complete a transaction pursuant to the Sale Process (a "**Transaction**"). Each person 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 for the purpose of effecting a Transaction, and, if it does not complete a Transaction, shall return all such information to the Receiver or, in the alternative, destroy all such information and provide confirmation of its destruction to the Receiver. Any purchaser under a Transaction shall maintain and protect the privacy of such information and, upon closing of a Transaction, shall be entitled to use the personal information provided to it in a manner that is in all material respects identical to the prior use of such information by the Company, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed and provide confirmation of its destruction to the Receiver.

GENERAL

7. **THIS COURT ORDERS** that this Order shall have full force and effect in all provinces and territories in Canada.

8. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal and regulatory or administrative bodies, having jurisdiction in Canada or in any foreign jurisdiction, to give effect to this Order and to assist the Receiver, and its agents, in carrying out the terms of this Order. All courts, tribunals and regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, in each case 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.

9. **THIS COURT ORDERS** that this Order and all of its provisions are effective from the date it is made without any need for entry and/or filing.

SCHEDULE "A"

DESCRIPTION OF THE REAL PROPERTY

PIN 03998-1708 (LT) - PART OF BLOCK 69 ON PLAN 4M-1047 BEING PARTS 1 TO 5 ON PLAN 4R-20298, OTTAWA. SUBJECT TO A RIGHT OF WAY IN FAVOUR OF PARTS 6 TO 11 ON PLAN 4R-20298 OVER PARTS 2 AND 5 ON PLAN 4R-20298 AS IN OC487047. TOGETHER WITH A RIGHT OF WAY OVER PARTS 8 AND 9 ON PLAN 4R-20298 AS IN OC487047

CAMERON STEPHENS MORTGAGE CAPITAL LTD.

- and -

1230172 ONTARIO INC.

Court File No. CV-25-00098742-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**PROCEEDING COMMENCED AT
OTTAWA**ORDER
(Sale Process Approval)****NORTON ROSE FULBRIGHT CANADA LLP**222 Bay Street, Suite 3000
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Lawyers for KSV Restructuring Inc., the Receiver

CAMERON STEPHENS MORTGAGE CAPITAL LTD.

- and -

1230172 ONTARIO INC.

Court File No. CV-25-00098742-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**PROCEEDING COMMENCED AT
OTTAWA**MOTION RECORD
(Sale Process Approval)****NORTON ROSE FULBRIGHT CANADA LLP**222 Bay Street, Suite 3000
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Receiver