

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

BETWEEN

FIERA FP REAL ESTATE FINANCING FUND, L.P.

Applicant

- and -

**CHANCERY (OSHAWA) THE BARTLETT LIMITED PARTNERSHIP and CHANCERY
(OSHAWA) THE BARTLETT GP INC.**

Respondents

**IN THE MATTER OF AN 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 NOVEMBER 19, 2025)**

November 12, 2025

CASSELS BROCK & BLACKWELL LLP
Suite 3200, Bay Adelaide Centre - North Tower
40 Temperance Street
Toronto, ON M5H 0B4

Joseph Bellissimo LSO#: 46555R

Tel: 416.860.6572
jbellissimo@cassels.com

Alec Hoy LSO#: 85489K

Tel: 416.860.2976
ahoy@cassels.com

Lawyers for KSV Restructuring Inc. as Receiver of
Chancery (Oshawa) The Bartlett Limited Partnership
and Chancery (Oshawa) the Bartlett GP Inc.

TO: SERVICE LIST

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

BETWEEN

FIERA FP REAL ESTATE FINANCING FUND, L.P.

Applicant

- and -

**CHANCERY (OSHAWA) THE BARTLETT LIMITED PARTNERSHIP and CHANCERY
(OSHAWA) THE BARTLETT GP INC.**

Respondents

**IN THE MATTER OF AN 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**

Tab	Description
1	Notice of Motion dated November 12, 2025
2	Third Report of the Receiver, KSV Restructuring Inc.
A	Appendix "A" – Receivership Order dated July 20, 2023
B	Appendix "B" – Affidavit of Ralph Doerr sworn June 8, 2023 (without exhibits)
C	Appendix "C" – Interim Statement of Receipts and Disbursements for the Period July 20, 2023 to October 31, 2025
D	Appendix "D" – Summons to Appear dated February 19, 2025
E	Appendix "E" – Fee Affidavit of the Receiver
F	Appendix "F" – Fee Affidavit of Cassels
3	Draft Order

TAB 1

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

BETWEEN

FIERA FP REAL ESTATE FINANCING FUND, L.P.

Applicant

- and -

**CHANCERY (OSHAWA) THE BARTLETT LIMITED PARTNERSHIP and CHANCERY
(OSHAWA) THE BARTLETT GP INC.**

Respondents

**IN THE MATTER OF AN 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
(RETURNABLE NOVEMBER 19, 2025)**

KSV Restructuring Inc. ("**KSV**"), in its capacity as Court-appointed receiver and manager (in such capacity, the "**Receiver**"), without security, of the property, assets and undertaking (the "**Property**") of Chancery (Oshawa) The Bartlett Limited Partnership ("**Chancery LP**") and Chancery (Oshawa) The Bartlett GP Inc. ("**Chancery GP**" and with Chancery LP, the "**Partnership**"), including the real property known municipally as 550 Bond Street West, Oshawa, Ontario (the "**Real Property**"), will make a motion before the Ontario Superior Court of Justice (Commercial List) (the "**Court**") on November 19, 2025 at 12:00 p.m. (Eastern Time), or as soon after that time as the motion may be heard, by judicial videoconference via Zoom at Toronto, Ontario.

PROPOSED METHOD OF HEARING: The motion is to be heard by videoconference at a zoom link to be provided by the Court.

THE MOTION IS FOR:

1. An Order, substantially in the form attached at Tab 3 to the Motion Record, among other things:
 - (a) approving and authorizing the FPPA Resolution (as defined below);
 - (b) approving the Reports (as defined below) and the Receiver's activities described therein; and
 - (c) approving the fees and disbursements of the Receiver and its counsel; and
2. Such further and other relief as this Honourable Court may deem just.

THE GROUNDS FOR THE MOTION ARE:

Background

3. Pursuant to an Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") issued on July 20, 2023 (the "**Receivership Order**"), KSV was appointed as Receiver of the Property of the Partnership, including the Real Property.
4. Situated on the Real Property is a near-fully occupied 129-unit senior living apartment building marketed as "The Bartlett" (the "**Residence**"). The Residence includes approximately 11,000 square feet of retail space.
5. At the time that the receivership was commenced, Hillspport Developments Inc. ("**Hillspport**"), one of the limited partners of Chancery LP, managed the Residence pursuant to a management agreement with the Partnership. Effective July 1, 2024, the Receiver retained Brightwater Senior Living Group, LLC ("**Brightwater**") to replace Hillspport as property manager of the Residence.

The FPPA Prosecution

6. On April 14, 2025, Brightwater was advised by the City of Oshawa (the “**City**”) that a prosecution action had been commenced in the Durham Provincial Offences Court (the “**Durham Court**”) against Chancery GP pursuant to a summons to appear on April 3, 2025 (the “**Summons**”). The prosecution related to a prior non-compliance with an inspection order under the *Fire Protection and Prevention Act, 1997*, S.O. 1997, c. 4 (the “**FPPA**”) relating to the fire suppression system in the Residence (the “**FPPA Prosecution**”).

7. Neither the Receiver nor Brightwater were aware of the non-compliance issues or the Summons.

8. The Receiver contacted the City to inquire into the Summons and FPPA Prosecution and, on April 30, 2025, the City advised the Receiver that, although the non-compliance had already been fully rectified prior to the Receiver becoming aware of it, as a result of the Summons having been issued, the FPPA Prosecution, along with any fines or penalties resulting therefrom, would be heard by the Durham Court on May 8, 2025.

9. The May 8th hearing date was adjourned on consent, following which the Receiver and the City engaged in discussions which resulted in an agreed upon resolution whereby the Receiver would enter a guilty plea on behalf of Chancery GP in respect of the FPPA Prosecution and pay a fine of \$5,000, exclusive of court-imposed victim fine surcharges and costs, without any admission as to liability by the Receiver (either as Receiver or in its personal capacity) (the “**FPPA Resolution**”).

10. The proposed Order seeks authorization for the Receiver to proceed with the FPPA Resolution and perform its obligations thereunder, including paying the fine and victim fine surcharges and costs.

11. The proposed FPPA Resolution provides an absolute resolution of the issue and minimizes costs related thereto by comparison to the significantly greater costs of defending the FPPA Prosecution or the fine that could be charged under the FPPA for the FPPA Prosecution, if successful.

Approval of the Receiver's Reports and Fees

12. The proposed Settlement Order seeks approval of the Pre-Filing Report, the First Report, the Second Report and the Third Report (collectively, the "**Reports**"), and the activities and conduct of the Receiver described therein.

13. The Receiver has acted reasonably and prudently and has properly discharged the Receiver's activities in good faith.

14. The Receiver and its counsel also seek approval of their fees and disbursements as set out in the Third Report and the affidavits appended thereto.

15. Pursuant to paragraph 20 of the Receivership Order, the Receiver and its counsel are to be paid their reasonable fees and disbursements at their standard rates and charges, incurred both prior to and after the making of the Receivership Order.

16. The fees and disbursements incurred by the Receiver and its counsel are reasonable in the circumstances and have been validly incurred in accordance with the provisions of the Receivership Order.

OTHER GROUNDS

17. Rules 1.04, 1.05, 2.03, 3.02, 16, 37 and 39 of the *Rules of Civil Procedure* (Ontario).

18. Section 243(1) of the *Bankruptcy and Insolvency Act*, RSC 1985, c. B-3, as amended.

19. Section 101 of the *Courts of Justice Act*, RSO 1990, c. C 43, as amended.
20. Such further and other grounds as counsel may advise.

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

- (1) The Third Report; and
- (2) Such further and other evidence as counsel may advise and this Honourable Court may permit.

November 12, 2025

CASSELS BROCK & BLACKWELL LLP
Suite 3200, Bay Adelaide Centre – North Tower
40 Temperance St.
Toronto, ON M5H 0B4

Joseph Bellissimo LSO#: 46555R

Tel: 416.860.6572
jbellissimo@cassels.com

Alec Hoy LSO#: 85489K

Tel: 416.860.2976
ahoy@cassels.com

Lawyers for KSV Restructuring Inc. as Receiver of
Chancery (Oshawa) The Bartlett Limited
Partnership and Chancery (Oshawa) the Bartlett
GP Inc.

**IN THE MATTER OF THE RECEIVERSHIP OF CHANCERY (OSHAWA) THE BARTLETT LIMITED PARTNERSHIP AND CHANCERY (OSHAWA)
THE BARTLETT GP INC.**

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT TORONTO

NOTICE OF MOTION

CASSELS BROCK & BLACKWELL LLP

Suite 3200, Bay Adelaide Centre – North Tower
40 Temperance St.
Toronto, ON M5H 0B4

Joseph Bellissimo LSO#: 46555R

Tel: 416.860.6572
jbellissimo@cassels.com

Alec Hoy LSO#: 85489K

Tel: 416.860.2976
ahoy@cassels.com

Lawyers for KSV Restructuring Inc. as Receiver of Chancery
(Oshawa) The Bartlett Limited Partnership and Chancery
(Oshawa) the Bartlett GP Inc.

TAB 2



**Third Report to Court of
KSV Restructuring Inc. as Receiver of
Chancery (Oshawa) The Bartlett Limited
Partnership and Chancery (Oshawa) the
Bartlett GP Inc.**

November 12, 2025

Contents

	Page
1.0 Introduction.....	1
1.1 Purposes of this Report.....	2
1.2 Restrictions	2
2.0 Background	3
3.0 Sale Process	4
4.0 Distributions.....	5
5.0 The FPPA Prosecution	5
6.0 Fee Approval	6
7.0 Conclusion.....	6

Appendices

Appendix	Tab
Receivership Order and Endorsement of Madam Justice Kimmel.....	A
Affidavit	B
Statement of receipts and disbursements for July 20, 2023 to November 10, 2025	C
Summons.....	D
Fee affidavit - KSV.....	E
Fee affidavit - Cassels	F



COURT FILE NO.: CV-23-00700694-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

BETWEEN:

FIERA FP REAL ESTATE FINANCING FUND, L.P.

Applicant

- and -

CHANCERY (OSHAWA) THE BARTLETT LIMITED PARTNERSHIP and CHANCERY
(OSHAWA) THE BARTLETT GP INC.

Respondents

THIRD REPORT OF KSV RESTRUCTURING INC.
AS RECEIVER

NOVEMBER 12, 2025

1.0 Introduction

1. This report (the “**Report**”) is filed by KSV Restructuring Inc. (“**KSV**”) in its capacity as receiver (the “**Receiver**”), without security, of the property, assets and undertaking (the “**Property**”) of Chancery (Oshawa) The Bartlett Limited Partnership (“**Chancery LP**”) and Chancery (Oshawa) the Bartlett GP Inc. (“**Chancery GP**” and with Chancery LP, the “**Partnership**”), including the real property known municipally as 550 Bond Street West, Oshawa, Ontario (the “**Real Property**”), appointed pursuant to section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended, and section 243(1) of the *Bankruptcy and Insolvency Act*, RSC 1985, c. B-3, as amended.
2. KSV was appointed as Receiver pursuant to an Order of the Ontario Superior Court of Justice (Commercial List) made on July 20, 2023 (the “**Receivership Order**”). A copy of the Receivership Order and the endorsement of Madam Justice Kimmel of the same date are attached as **Appendix “A”**.
3. The application to appoint KSV as Receiver was made by Fiera FP Real Estate Financing Fund, L.P. (“**Fiera**”). As set out in Fiera’s application materials, Fiera was owed approximately \$54.6 million as of June 2, 2023, with interest and costs continuing to accrue after that date. Fiera also holds a senior ranking mortgage registered on title to the Real Property.
4. The Partnership operates a near-fully occupied senior living residence (the “**Residence**”) which is marketed as “The Bartlett”. The Residence is a 129-unit apartment building with approximately 11,000 square feet of retail space.

5. The principal purpose of the receivership proceeding is to preserve, market and sell the Property to maximize value for the Partnership's stakeholders. Since being appointed, the Receiver has been working to improve the operating income generated from the Residence, which is a key metric for determining the value of the Property.

1.1 Purposes of this Report

1. The purposes of this Report are to:
 - a) provide background information about this proceeding;
 - b) provide an update on the operations of the Residence;
 - c) provide an update on the process to market the Real Property for sale (the "**Sale Process**");
 - d) summarize the prosecution commenced against Chancery GP by the City of Oshawa (the "**City**") related to Chancery GP's non-compliance with an inspection order made pursuant to the *Fire Protection and Prevention Act, 1997* (the "**FPPA**" and such prosecution, the "**FPPA Prosecution**") and the proposed FPPA Resolution (described and defined below);
 - e) summarize the fees of the Receiver and Cassels Brock & Blackwell LLP ("**Cassels**") from the commencement of this mandate to October 31, 2025; and
 - f) recommend that the Court make an Order approving:
 - i. the FPPA Resolution;
 - ii. the fees of the Receiver and Cassels, as set out in Section 6 below; and
 - iii. the Pre-Filing Report of the Proposed Receiver dated July 13, 2023, the First Report of the Receiver dated November 9, 2023, the Second Report of the Receiver dated March 25, 2025 and this Report (collectively, the "**Reports**") and the Receiver's activities described therein.

1.2 Restrictions

1. In conducting its review and preparing this report, the Receiver has relied upon the Partnership's unaudited financial statements, books and records and discussions with certain of the Partnership's representatives, as well as Fiera and its legal counsel, Aird & Berlis LLP.

2. The Receiver has not performed an audit or otherwise attempted to verify the accuracy or completeness of the financial information relied on 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 Partnership’s financial information should perform its own diligence.
3. With the exception of the Court, the Receiver accepts no responsibility for any reliance placed by any third party on the Partnership’s financial information presented herein.

2.0 Background

1. The Affidavit of Ralph Doerr, Managing Director of Real Estate Financing for Fiera, sworn on June 8, 2023 (the “**Affidavit**”) filed in support of its receivership application provides, *inter alia*, the Partnership’s background and the events that led to the commencement of these proceedings. A copy of the Affidavit is provided in **Appendix “B”**, without attachments. Accordingly, that discussion is not repeated herein.
2. The Partnership has 16 employees.
3. When the receivership commenced, Hillspport Developments Inc. (“**Hillspport**”), one of the limited partners of Chancery LP, managed the Residence, including its operations and accounting functions, pursuant to a management agreement with the Partnership. A separate non-arm’s length entity owned by the principals of Hillspport operated an onsite bistro (the “**Bistro**”) and, prior to the date of the Receivership Order, a healthcare facility at the Residence (the “**Clinic**”).
4. Effective July 1, 2024, the Receiver retained Brightwater Senior Living Group, LLC (“**Brightwater**”) to replace Hillspport as property manager of the Residence, including the Bistro. Brightwater focuses on managing senior’s communities and residences. The Receiver decided to replace the property manager to improve the operations of the Residence, with the aim of improving the resident experience, achieving higher rental rates and maximizing the value of the Residence.
5. Since Brightwater’s engagement, the Receiver and Brightwater, in consultation with Fiera, have worked closely to monitor the Residence’s performance, with a focus on increasing occupancy and rental rates and improving on-site services by offering residents a better Bistro experience and by leasing the Clinic.
6. On August 28, 2024, the Receiver and 16120482 Canada Inc. (the “**Tenant**”) executed a lease for the Clinic. The Tenant operates local pharmacies. The Clinic opened on April 1, 2025, following the completion of renovations. Since the date of its lease, the Tenant has sub-leased a portion of the space to a group of physicians and to an ultrasound facility. The addition of these services has increased the marketability of the Bartlett and its rental income.

7. Information concerning the Residence is available at the following website: www.thebartlettliving.com and information concerning the Partnership can be found at the following website: www.chanceryseniors.com.
8. Additional information regarding this proceeding, including a copy of the Affidavit and the Reports can be found on the Receiver's website at: <https://www.ksvadvisory.com/experience/case/chancery>.

3.0 Sale Process

1. On July 20, 2023, pursuant to the Receivership Order, the Court approved the Sale Process for the Real Property which was summarized in KSV's report as proposed Receiver dated July 13, 2023. The Receiver retained TD Cornerstone Commercial Realty Inc. ("**TD**") to act as the listing agent.
2. Several offers were submitted on the initial bid deadline established in the Sale Process (being October 6, 2023) and selected bidders were provided the opportunity to participate in a second round of bidding.
3. In consultation with Fiera, the Receiver did not accept any of the bids, as was permitted by the terms of the Sale Process. The listing was subsequently cancelled; however thereafter, the Receiver and TD continued discussions with several interested parties.
4. As a result of the improvements to the operations of the Residence, and given expressions of interest that have been received by the Receiver and Fiera, the Receiver and Fiera considered a re-launch of the Sale Process. In consultation with Fiera, the Receiver retained RBC Capital Markets Real Estate Group Inc. ("**RBC**") as listing agent and National Bank Capital Markets ("**NBC**", and together with RBC, the "**Brokers**") as financial advisor to market the Real Property for sale.
5. On October 28, 2025, the Brokers re-launched the sale process by sending a "teaser" to over 1,200 parties, including strategic parties that operate similar seniors or multi-family properties. Interested parties are required to sign a confidentiality agreement ("**CA**") which then allows them to access an online data room and receive a Confidential Information Memorandum. As of the date of this Report, 24 CAs have been signed and tours of the Residence are being coordinated.
6. The Brokers are marketing the Property consistent with the term approved by the Court, including that:
 - a) it is being marketed for sale on an "as is, where is" basis;
 - b) the Receiver will have the right to reject any and all offers, including the highest and best offer, acting reasonably; and
 - c) any transaction is subject to Court approval.
7. Based on market feedback, it is anticipated that letters of intent will be required to be submitted prior to mid-December, 2025.

4.0 Distributions

1. As of the date of this Report, the Receiver has distributed from the Residence's free cash flow of approximately \$5.8 million to Fiera in accordance with paragraph 11 of the Receivership Order¹. The Receiver intends to continue making monthly distributions to Fiera from free cash flow to partially service the interest accruing on the balance owing to Fiera.
2. Attached as **Appendix "C"** is the Receiver's interim statement of receipts and disbursements for the period July 20, 2023 to November 10, 2025. The statement reflects that there is approximately \$400,000 in the Receiver's estate account.

5.0 The FPPA Prosecution

1. On April 14, 2025, Brightwater was advised by a representative of the City that the FPPA Prosecution had been commenced against Chancery GP pursuant to a summons (the "**Summons**") to appear on April 3, 2025 before the Durham Provincial Offences Court (the "**Durham Court**") relating to a prior non-compliance with an inspection order issued under the FPPA. The address on the Summons is not associated with the Real Property or the Receiver. A copy of the Summons is attached as **Appendix "D"**.
2. Neither the Receiver nor Brightwater were previously aware of the non-compliance issues or the Summons. Therefore, the Receiver and Cassels contacted the City prosecutor's office to obtain further information.
3. On April 30, 2025, the City prosecutor advised that, while the non-compliance had already been fully rectified and the inspection order complied with prior to the Receiver becoming aware of it, as a result of the Summons having been issued, the FPPA Prosecution, along with any fines or penalties resulting from it, would be tried by the Durham Court on May 8, 2025. That hearing date was adjourned on consent following discussions between Cassels and the City prosecutor to allow time for the Receiver to consider the FPPA Prosecution and for the parties to discuss a potential resolution.
4. The discussions with the City resulted in the Receiver agreeing to seek authorization from this Court to enter a guilty plea on behalf of Chancery GP in respect of the FPPA Prosecution and pay a fine of \$5,000, exclusive of "court-imposed victim fine surcharge and costs", which the Receiver understands are not material, without any admission as to liability by the Receiver (either as Receiver or in its personal capacity) (the "**FPPA Resolution**"). The Receiver understands that the fine that could be imposed by the Durham Court if the FPPA Prosecution proceeded to trial and resulted in a guilty verdict could be significantly higher than the amount to be paid under the FPPA Resolution.

¹ Cassels has provided the Receiver with an opinion on the validity and enforceability of Fiera's security.

5. The next scheduled date before the Durham Court is November 27, 2025. If the Court approves the FPPA Resolution, the Receiver and the City of Durham will advise the Durham Court that this matter has been resolved consensually on the terms of the FPPA Resolution.
6. The Receiver requests that it be authorized to proceed with the FPPA Resolution as the fine to be paid under the FPPA Resolution is relatively nominal and far less than the fines that could be imposed if the FPPA Prosecution is successful and less than the professional costs that would need to be incurred to defend the FPPA Prosecution (if any defence exists).

6.0 Fee Approval

1. The fees of the Receiver and Cassels from the commencement of this mandate to October 31, 2025 total \$517,362 and \$111,220, respectively, excluding disbursements and HST. Fee affidavits and accompanying invoices for the Receiver and Cassels are provided as **Appendices “E” and “F”**, respectively.
2. The activities of the Receiver are detailed in the Receiver’s invoices and the Reports.
3. The average hourly rate for the Receiver and Cassels for the referenced billing period was \$538 and \$776, respectively.
4. The Receiver is of the view that the hourly rates charged by Cassels are consistent with rates charged by law firms practising in restructuring and insolvency in the downtown Toronto market, and that the fees charged are reasonable and appropriate in the circumstances.

7.0 Conclusion

1. Based on the foregoing, the Receiver respectfully recommends that this Honourable Court make an order granting the relief detailed in Section 1.1(1)(f) of this Report.

* * *

All of which is respectfully submitted,

KSV Restructuring Inc.

**KSV RESTRUCTURING INC.
SOLELY IN ITS CAPACITY AS RECEIVER OF
CHANCERY (OSHAWA) THE BARTLETT LIMITED
PARTNERSHIP AND CHANCERY (OSHAWA) THE
BARTLETT GP INC. AND NOT IN ITS PERSONAL
OR IN ANY OTHER CAPACITY**

Appendix “A”



Court File No. CV-23-00700694-00CL

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

THE HONOURABLE MADAM

)

THURSDAY, THE 20TH

JUSTICE KIMMEL

)

DAY OF JULY, 2023

)

FIERA FP REAL ESTATE FINANCING FUND, L.P.

Applicant

- and -

**CHANCERY (OSHAWA) THE BARTLETT LIMITED PARTNERSHIP and
CHANCERY (OSHAWA) THE BARTLETT GP INC.**

Respondents

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

**ORDER
(appointing Receiver)**

THIS APPLICATION, made by Fiera FP Real Estate Financing Fund, L.P. (“**Fiera**”) for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “**BIA**”) and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the “**CJA**”), appointing KSV Restructuring Inc. (“**KSV**”) as receiver (in such capacity, the “**Receiver**”), without security, of: (i) all of the assets, undertakings and properties of Chancery

(Oshawa) The Bartlett Limited Partnership (“**Chancery LP**”) and Chancery (Oshawa) the Bartlett GP Inc. (“**Chancery GP**” and with Chancery LP, the “**Debtors**”); and (ii) the real property known municipally as 550 Bond Street West, Oshawa, Ontario and legally described in PINs 16301-0236 (LT), 16301-0464 (LT) and 16301-0462 (LT) (the “**Real Property**” and with (ii), the “**Property**”), was heard this day by judicial videoconference via Zoom.

ON READING the affidavit of Ralph Doerr sworn June 8, 2023 and the exhibits thereto, the Report of KSV as Proposed Receiver dated July 13, 2023 (the “**Proposed Receiver’s Report**”) and on hearing the submissions of counsel for Fiera and such other counsel as were present, no one appearing for any other stakeholder although duly served as appears from the affidavit of service of Tamie Dolny sworn June 9, 2023, the affidavits of service of Neil Markowski sworn June 14, 2023, the affidavit of service of Samantha Hans sworn July 13, 2023, the affidavit of service of Alec Hoy sworn July 13, 2023, the affidavits of service of Lisa Maitman sworn July 14, 2023, and on reading the consent of KSV to act as the Receiver,

SERVICE

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

APPOINTMENT

2. **THIS COURT ORDERS** that pursuant to section 243(1) of the BIA and section 101 of the CJA, KSV is hereby appointed Receiver, without security, of all the Property.

RECEIVER’S POWERS

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

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;

- (b) to receive, preserve and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate and carry on the business of the Debtors, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business or cease to perform any contracts of the Debtors;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtors or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors and to exercise all remedies of the Debtors in collecting such monies, including, without limitation, to enforce any security held by the Debtors;
- (g) to settle, extend or compromise any indebtedness owing to the Debtors;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtors, for any purpose pursuant to this Order;
- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter

instituted with respect to the Debtors, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;

- (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business:
 - (i) without the approval of this Court in respect of any transaction not exceeding \$500,000, provided that the aggregate consideration for all such transactions does not exceed \$1,000,000; and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

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

- (l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;

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

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

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

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

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

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

7. **THIS COURT ORDERS** that the Receiver shall provide each of the relevant landlords, if any, with notice of the Receiver’s intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Receiver’s entitlement to remove any such fixture under the provisions of the lease,

such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Receiver, or by further Order of this Court upon application by the Receiver on at least two (2) days' notice to such landlord and any such secured creditors.

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY

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

NO EXERCISE OF RIGHTS OR REMEDIES

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

11. **THIS COURT ORDERS** that the stay of proceedings as described in paragraph 10 of this Order shall not apply to halt or delay interest payments owing to Fiera under any applicable debt instrument between the relevant Debtor and Fiera.

NO INTERFERENCE WITH THE RECEIVER

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

CONTINUATION OF SERVICES

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

RECEIVER TO HOLD FUNDS

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

EMPLOYEES

15. **THIS COURT ORDERS** that all employees of the Debtors, if any, shall remain the employees of the Debtors until such time as the Receiver, on the Debtors' behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

PIPEDA AND ANTI-SPAM LEGISLATION

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

17. **THIS COURT ORDERS** that any and all interested stakeholders in this proceeding and their counsel are at liberty to serve or distribute this Order, any other materials and orders as may be reasonably required in this proceeding, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to such other interested stakeholders in this proceeding and their counsel and advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or juridical obligation, and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2-175 (SOR/DORS).

LIMITATION ON ENVIRONMENTAL LIABILITIES

18. **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

19. **THIS COURT ORDERS** that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

RECEIVER’S ACCOUNTS

20. **THIS COURT ORDERS** that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the “**Receiver’s Charge**”) on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver’s Charge shall form a first charge on the Property in

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

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

22. **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

23. **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$500,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the “**Receiver’s Borrowings Charge**”) as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver’s Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

24. **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.

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

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

SERVICE AND NOTICE

27. **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the “**Protocol**”) is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/eservice-commercial/>) shall be valid and effective service. Subject to Rule 17.05 of the *Rules of Civil Procedure* (the “**Rules**”) this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules. Subject to Rule 3.01(d) of the Rules and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol and shall be accessible by selecting the Debtors’ names from the engagement list at the following URL: <https://www.ksvadvisory.com/experience/case/chancery>.

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

SALE PROCESS APPROVAL

29. **THIS COURT ORDERS** that the Sale Process (as defined and described in the Proposed Receiver's 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, including entering into a realtor listing agreement, subject to prior approval of this Court being obtained before completion of any sale transaction under the Sale Process.

30. **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 Receiver performing its duties under 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.

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

32. **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 Sale 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 Debtors, 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

33. **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.

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

35. **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.

36. **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.

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

38. **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.

39. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. on the date of this Order without the need for entry or filing.



Digitally signed by Jessica
Kimmel

Date: 2023.07.20 15:25:08 -04'00'

SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that KSV Restructuring Inc., the receiver (the "**Receiver**") of the real property known municipally as 550 Bond Street West, Oshawa, Ontario (the "**Real Property**") and all the other assets, undertakings and properties of Chancery (Oshawa) The Bartlett Limited Partnership and Chancery (Oshawa) The Bartlett GP Inc. (collectively, the "**Debtors**") acquired for, or used in relation to a business carried on by the Debtors and all proceeds thereof (together with the Real Property, the "**Property**"), appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated the 20th day of July, 2023 (the "**Order**") made in an application having Court file number CV-23-00700694-00CL, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$ _____, being part of the total principal sum of \$ _____ which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon payable on a monthly basis calculated daily and not in advance, based on a 365-day year, on the outstanding amount owing to the Lender, and compounded monthly on the last date of each month after the date hereof, at a notional rate per annum equal to the rate of fifteen percent.

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

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

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

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

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

DATED the ____ day of _____, 20__.

KSV Restructuring Inc., solely in its capacity as
Receiver of the Property, and not in its personal
capacity

Per: _____

Name:

Title:

- and -

Court File No./N° du dossier du greffe : CV-23-00700694-00CL
CHANCE
PARTNERSHIP et al.

Applicant

Respondents

Court File No. CV-23-00700694-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at Toronto

ORDER
(appointing Receiver)

AIRD & BERLIS LLP
Brookfield Place
Suite 1800, Box 754
181 Bay St., Toronto, ON
M5J 2T9

Steven Graff (LSO# 31871V)
Tamie Dolny (LSO# 77958U)
Samantha Hans (LSO #84737H)

Tel: 416.863.1500
Fax: 416.863.1515

Lawyers for the Applicant



ONTARIO SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

COUNSEL SLIP/ENDORSEMENT

COURT FILE NO.: CV-23-00700694-00CL DATE: 20 July 2023

NO. ON LIST: 3

TITLE OF PROCEEDING: FIERA FP REAL ESTATE FINANCING FUND LP v. CHANCERY (OSHAWA)
THE BARTLETT LTD PARTNERSHIP

BEFORE JUSTICE: KIMMEL

PARTICIPANT INFORMATION

For Plaintiff, Applicant, Moving Party, Crown:

Name of Person Appearing	Name of Party	Contact Info
Steven Graff / Tamie Dolny	Aird & Berlis LLP on behalf of Fiera FP Real Estate Financing Fund, L.P.	sgraff@airdberlis.com / tdolny@airdberlis.com

For Defendant, Respondent, Responding Party, Defence:

Name of Person Appearing	Name of Party	Contact Info

For Other, Self-Represented:

Name of Person Appearing	Name of Party	Contact Info
Joseph Bellissimo	KSV Restructuring Inc.	jbellissimo@cassels.com
C. Haddon Murray / Luke Sabourin	Gowling WLG on behalf of Chancery Seniors Housing Investment Inc.	Haddon.murray@gowlingwlg.com / Luke.sabourin@gowlingwlg.com
Brad Zochodne	Zochodne Bucci Professional Corporation on behalf of JJ McGuire General Contractors	bradzochodne@zb-law.com

Bobby Kofman	Observer, KSV Restructuring Inc.	bkofman@ksvadvisory.com
Stephen Suske	Observer, Chancery Seniors Housing Investment Inc.	ssuske@suskecapital.com
Samuel Schuster	Observer	sschuster@hillsporddevelopments.com

ENDORSEMENT OF JUSTICE KIMMEL:

1. Fiera FP Real Estate Financing Fund, L.P. ("Fiera" or the "Applicant") seeks orders, inter alia:
 - a. an Order (the "Receivership Order") appointing KSV Restructuring Inc. ("KSV") as receiver (in such capacity, the "Receiver") of: (i) all of the assets, undertakings and properties of Chancery (Oshawa) The Bartlett Limited Partnership and Chancery (Oshawa) the Bartlett GP Inc. (collectively, the "Debtors"); and (ii) the real property known municipally as 550 Bond Street West, Oshawa, Ontario and legally described in PINs 16301-0236 (LT), 16301- 0464 (LT) and 16301-0462 (LT) (the "Land" and with (i), the "Property");
 - b. approval the sale process for the Property proposed by KSV ("Sale Process") in its report dated July 13, 2023 (the "Proposed Receiver's Report"); and
 - c. an Order (the "Rectification Order" and with the Receivership Order, the "Orders") declaring that certain minor errors in certain of the Security (as defined below) entered into mutually by the Applicant and the Chancery Group (as defined below) are rectified.
2. This motion has proceeded on an unopposed basis. At the outset, the court disclosed a conflict that would prevent an adjudication today on any issues of controversy dependent upon the affidavit of Stephen Suske affirmed July 19, 2023 that was primarily directed to one aspect of the proposed Receiver's Sale Process (the time that had been allotted for the phase 2 marketing). The other issue that had been raised in that affidavit, about the inclusion of another prospective listing agent in the pool of potential agents to be considered by the proposed Receiver, was agreeable to the applicants and the Receiver.
3. After a brief recess the parties reached a compromise on the disputed marketing period, with the result that the final form of order was not opposed by any party, upon the inclusion in this endorsement of the following modification with respect to the approval of the Sale Process:

Pursuant to Paragraph 29 of the receivership order dated July 20, 2023 (the "**Receivership Order**") (terms as defined therein), the Sale Process is hereby approved subject to a modification that Phase 2 - Marketing under column "Timeline" at section 4.2 of the Proposed Receiver's Report be changed from "Day 29 to Day 63/68" to "Day 29 to Day 79".

4. Fiera has the right under its various security and loan documents to appoint the Receiver. The Receiver has consented to act as a court-appointed officer. Furthermore, it is just and convenient to appoint the Receiver for the ultimate purpose of effecting a timely sales process to monetize the Land and preserve the Property for the benefit of all stakeholders.
5. The Land is marketed for lease to seniors online as "The Bartlett", which is a fully constructed 129-unit apartment building with approximately 11,000 square feet of retail space and which functions as a

seniors' apartment building (the "Project"). The Project was financed by Fiera through credit facilities (collectively, the "Credit Facilities"), all as set out in a commitment letter dated November 25, 2020, as amended. Fiera holds certain security for the Credit Facilities made available pursuant to the Commitment Letter (collectively, the "Security"). Fiera is owed the principal sum of \$53,250,000 (which includes an interest reserve in the amount of \$3,185,000) (the "Loan"). The maturity date on the Loan was March 31, 2023, which has not been extended. Interest, fees and costs continue to accrue.

6. Upon maturity of the Loan, various demands were made and notices were given under the BIA.

Appointment of Receiver

7. Section 101 of the *Courts of Justice Act*, as amended provides for the appointment of a receiver by this Court where it is "just or convenient". Section 243(1) of the BIA also provides that, on an application by a secured creditor, this Court may appoint a receiver if it considers it to be just or convenient to do so to: (a) take possession over the assets of an insolvent person; (b) exercise any control that the Court considers advisable over the property and business; or (c) take any other action that the Court considers advisable.
8. The Applicant is a secured creditor with a perfected security interest pursuant to its real property registrations and PPSA registration. It delivered the requisite notices pursuant to s. 244 of the BIA and the ten-day notice period has expired. The other technical requirements under the BIA for the appointment of the Receiver have been satisfied.
9. In order for the Court to order the appointment of a receiver, the Applicant must demonstrate that it is just and convenient in light of the interests of all the affected parties. This requires the court to consider all of the circumstances, the nature of the property, and the rights and interests of all parties, including the rights of the secured creditor under its security. See *Bank of Nova Scotia v. Freure Village on the Clair Creek*, 1996 CanLII 8258 (ONSC), at paras. 10 -13; See also *Elleway Acquisitions Ltd. v. Cruise Professionals Ltd.*, 2013 ONSC 6866, in which Morawetz J., as he then was, stated:
... while the appointment of a receiver is generally regarded as an extraordinary equitable remedy, courts do not regard the nature of the remedy as extraordinary or equitable where the relevant security document permits the appointment of a receiver. This is because the applicant is merely seeking to enforce a term of an agreement that was assented to by both parties. [...]
10. There has been a default, there is evidence that the Security may be deteriorating and there is a contractual right to appoint a receiver. I consider it to be just and convenient to do so in the circumstances of this case and for the reasons outlined in more detail in the material filed in support of this application.
11. I am also satisfied that the terms of the appointment order in this case are appropriate. This is reinforced by the fact that no party opposes them and they are substantially in line with the terms of the Commercial List Model Order.

Approval of the Sale Process

12. In *CCM Master Qualified Fund Ltd y blutip Power Technologies Ltd.*, 2012 ONSC 1750 at para 6, the court held that the criteria identified in *Royal Bank of Canada v. Soundair Corp.*, [1991] 83 DLR (4th) 76, 4 OR (3d) 1, at para 16, also inform the determination of whether to approve a court-appointed receiver's proposed sale process, as a court must assess the commercial efficacy of the process, the fairness of the process, and whether the process will optimize the chances of securing the best price for the assets.
13. In this case,
 - a. The Sale Process will be conducted by KSV as Receiver, and will include a process to determine a listing agent considered appropriate by the receiver to list the Real Property for sale;

- b. The Sale Process will contemplate a broad public marketing process for the Real Property, including the preparation of relevant marketing materials. This comprehensive marketing process will provide extensive exposure for maximization of value of the assets;
 - c. KSV, as Receiver, will evaluate offers as and when received on key objective criteria, including, but not limited to, consideration offered, closing conditions (if any), time required to close and other relevant factors;
 - d. The Sale Process (as now modified by the agreed upon qualification noted earlier in this endorsement) is commercially reasonable and consistent with other processes approved by this Honourable Court.
14. The Sale Process also preserves a credit bid option for Fiera, which is a recognized feature of some commercial real estate processes in insolvency proceedings. *See Kingsett Mortgage Corp. and Dorr Capital Corp v. Stateview Homes (Minu Towns) Inc. et al.* (June 5, 2023) SCJ [Commercial List] CV-23-00698576-00CL (Endorsement).
15. The parties having sorted through the objection to KSV's proposed Sale Process such that it is now unopposed, and having regard to the relevant *Soundair* principles, I am satisfied that the Sale Process should be approved.

Rectification of Security

16. The Applicant has identified a minor administrative typographical error in certain of the Security (including in certain guarantees) due to a mutual mistake. In particular, while the legal description of each parcel making up the Land is stated correctly in the Documentation, the third PIN listed in the Documentation states "PIN 16301-0236 (LT)", when it should instead state "PIN 16301-0462 (LT)" in order to match the corresponding legal description.
17. The financing statements registered under the *Personal Property Security Act*, RSO 1990, c P.10 ("PPSA") are not invalidated by virtue of this type of administrative or typographical mistake. See PPSA s. 46(4) and *Re Lambert*, [1994] 119 DLR (4th) 93, 20 OR (3d) 108; see also *Fairbanx Corp. v. Royal Bank of Canada*, 2010 ONCA 385.
18. Rectification is an equitable remedy that is available in situations such as this, to correct a contract in order to reflect the common intention of the contracting parties. See *Royal Bank of Canada v El-Bris Ltd.*, 2008 ONCA 601 at para 13.
19. This Honourable Court has previously rectified mutual mistake errors in insolvency matters using the doctrine of rectification where typographical errors are improperly recorded, if it is "beyond any serious dispute that both parties intended from the outset that [the error] was the result of a simple clerical mistake". See *Bridging Finance Inc. v 1033803 Ontario Inc.*, 2023 ONSC 1721, at para 45.
20. I am satisfied that these factors are met in this case and that the rectification order requested (and not opposed) should be granted.

Orders

21. The two amended orders now signed by me (Order Appointing the Receiver/Approving the Sale Process and Rectification Order) may now issue.



KIMMEL J.

Appendix “B”

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

BETWEEN

FIERA FP REAL ESTATE FINANCING FUND, L.P.

Applicant

-and-

**CHANCERY (OSHAWA) THE BARTLETT LIMITED PARTNERSHIP and
CHANCERY (OSHAWA) THE BARTLETT GP INC.**

Respondents

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

AFFIDAVIT OF RALPH DOERR
(affirmed June 8, 2023)

I, Ralph Doerr, of the City of Toronto in the Province of Ontario, AFFIRM AS FOLLOWS:

1. I am the Managing Director of Real Estate Financing with the Applicant, Fiera FP Real Estate Financing Fund, L.P. ("**Fiera**"), which limited partnership forms part of Fiera's Real Estate Financing Group, and, as such, I have knowledge of the matters to which I hereinafter depose. Fiera is a secured creditor of the Respondents to this application, as detailed further herein, and I am one of the people responsible for the management of Fiera's loan to the Borrower (as that term is defined below).

2. As such, I have personal knowledge of the matters to which I hereinafter depose. Unless I indicate to the contrary, these matters are within my own knowledge and are true. Where I have

indicated that I have obtained facts from other sources, I have identified the source of those facts and I believe those facts to be true.

3. I am swearing this Affidavit in support of an application by Fiera for, *inter alia*:
 - (a) an Order (the “**Receivership Order**”) appointing KSV Restructuring Inc. (“**KSV**”) as receiver (in such capacity, the “**Receiver**”) of: (i) all of the assets, undertakings and properties of Chancery (Oshawa) The Bartlett Limited Partnership and Chancery (Oshawa) the Bartlett GP Inc.; and (ii) the real property known municipally as 550 Bond Street West, Oshawa, Ontario and legally described in PINs 16301-0236 (LT), 16301-0464 (LT) and 16301-0462 (LT) (the “**Land**” and with (i), the “**Property**”); and
 - (b) an Order (the “**Declaratory Order**”) declaring that certain minor errors in certain of the Security (as that term is defined below) entered into mutually by the Applicant and the Chancery Group (as that term is defined below) parties are rectified.

I. BACKGROUND

4. Fiera is a limited partnership that was established in 2006 for the express purpose of offering financing to real estate developers or property owners for construction projects or for the redevelopment of real estate assets. Fiera is a private lender that offers, among other things, short-term real estate redevelopment financing with the primary objective of enhancing shareholder value and generating a return on its short-term investments. As discussed further herein, Fiera is

owed approximately \$54.6 million¹ by the Borrower as of June 2, 2023, plus interest and costs which continue to accrue.

5. The Respondents to this Application are part of a group of parties (collectively, the “**Chancery Group**”) which are set out below:

- (a) **Borrower:** Chancery (Oshawa) the Bartlett Limited Partnership (“**Chancery LP**” or the “**Borrower**”);
- (b) **Corporate Guarantors:** Suske Capital Inc. (“**Suske Capital**”); Chancery Seniors Housing Investments Inc. (“**Chancery Seniors**”); Chancery (Oshawa) the Bartlett GP Inc. (“**Chancery GP**”); Hillspport Developments Inc. (“**Hillspport**” and with Suske, Chancery Seniors, and Chancery GP, the “**Corporate Guarantors**”); and
- (c) **Individual Guarantors:** Stephen A. Suske (“**Suske**”) and Jessica Zhang (“**Zhang**”) and with Suske, the “**Individual Guarantors**”, and with the Corporate Guarantors, the “**Guarantors**”).

6. As stated in the LP Agreement (as defined herein) under Recital A, the purpose of Chancery LP was to “develop 2.38 acres of development land located at 550 Bond Street West, Oshawa, Ontario, and to develop, build and stabilize a 129 suite seniors apartment building [...] and the ultimate lease-up and refinance or sale of the Project.”

7. The Land is marketed for lease to seniors online as “The Bartlett”, which is a fully constructed 129-unit apartment building with approximately 11,000 square feet of retail space and which functions as a seniors’ apartment building (the “**Project**”). The Project’s main public website and FAQ page are attached hereto as screenshots to this Affidavit at **Exhibit “A”**. As indicated in Exhibit “A”, the Project is 90% leased with occupants able to move in on-site 5 days post-leasing.

¹ All references to currency herein are to Canadian dollars.

8. Terms used in this paragraph are as further defined herein. In summary, below are the reasons why Fiera believes the appointment of a receiver is necessary and just and convenient in the circumstances:

- (a) multiple Events of Default have occurred under the Commitment Letter, including the maturation of the Credit Facilities without repayment of the indebtedness owed to Fiera, multiple missed interest payments, and a general inability of the Borrower to pay its debt to Fiera;
- (b) the Borrower has failed to respond to Fiera's requests for material information related to the Project;
- (c) the Project appears to have suffered a decline in value based on recent appraisals, reflecting that a portion of Fiera's investment is at risk; and
- (d) Fiera has been informed in a conversation by Skaist to one of its employees that certain tenants at the Project site may not be paying rent, and that certain leases may be invalid. In addition, potential disputes between members of the Chancery Group require third party independent supervision to properly manage the Project through the Borrower and Chancery GP.

9. Based on all of the foregoing, the Project requires immediate court intervention to appoint a Receiver to protect the value of the Project and commence a sale process. Fiera, accordingly, respectfully requests this Honourable Court's assistance to appoint KSV as Receiver over the Property, including the Project.

II. CORPORATE AND OPERATIONAL HISTORY

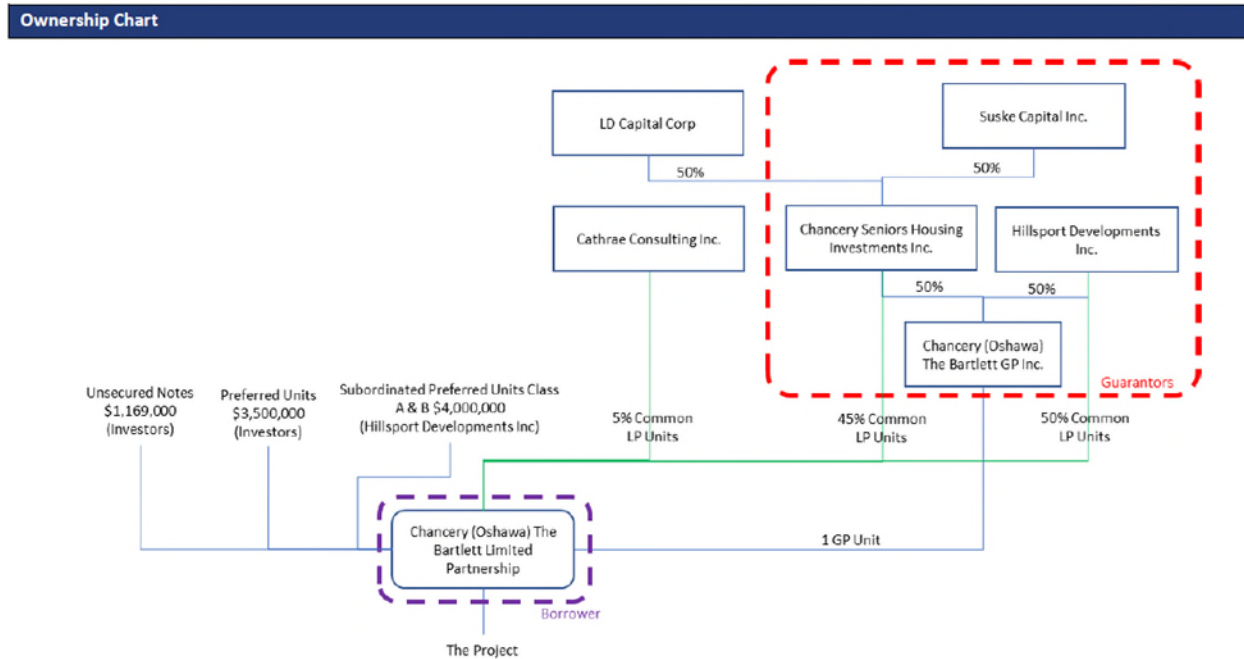
10. As summarized on Chancery Seniors' public website:

- (a) Chancery Seniors is a partnership between Suske and a third party, LD Capital Corp. ("**LD Capital**"), the latter of which attracts capital domestically and internationally to invest in real estate development projects;
- (b) Chancery Seniors partners with developers in the development of specialty hospitals, memory care facilities, retirement residences, and senior apartments throughout both North America and Asia;

- (c) Suske Capital was formed in 1986 by Suske to oversee, lead and advise on over \$4 billion in business transactions in a variety of sectors; and
 - (d) LD Capital was founded by Zhang to manage a real estate investment fund that focuses on residential housing development throughout the Greater Toronto Area for the purposes of working with numerous capital pool companies and consultations in funding initial public offerings.
11. A copy of this description and screenshot of certain of Chancery Seniors' public pages on their website are attached hereto at **Exhibit "B"**.
12. Fiera further understands that Chancery Seniors has partnered with numerous real estate developers to complete deals across North America. Examples of their other deals in Canada, as stated on their "Completed Deals" page on the Chancery Seniors' website, are as follows:
- (a) *Allandale Retirement*: A Barrie retirement residence offering independent and assisted living with 140 suites, on which construction began in Fall 2017, with a \$6,500,000 capital raise from Echelon Wealth Partners; and
 - (b) *The Middleton*: A Bradford West Gwillimbury project partnered with Hillspport for a 122-unit apartment building designed for active senior living, involving a \$1,650,000 capital raise completed in October of 2018 for the pre-development phase.
13. A copy of the Chancery Seniors' "Completed Deals" page on their website is attached hereto at **Exhibit "C"**.
14. As stated on the Chancery Seniors' "Our Team" page on their website, as attached hereto at **Exhibit "D"**:
- (a) *Suske*: Suske is listed as chair of Chancery Seniors, as well as president and CEO of Suske Capital; and
 - (b) *Zhang*: Zhang is listed as president and CEO of Chancery Seniors, as well as founder and president of LD Capital and a separate entity called "Langda

Consulting”. Zhang is also noted as being a general partner of J Lang Asset Management Inc., which manages a private real estate investment fund in Ontario.

15. A chart depicting the Chancery Group’s corporate structure and ownership breakdown, as prepared by Fiera, is set out below:



16. In the above ownership chart, the Borrower is identified in purple, with the Guarantors identified in red. A breakdown of ownership interests is identified by green lines for Chancery LP units, and blue lines for its general partnership units, including Preferred Units and Notes (terms as defined in the LP Agreement, as later used herein). Further details on the Borrower and Guarantors are provided later in this affidavit, including a brief discussion on related parties that are not parties to the Commitment Letter but are significant for the purposes of the development of the Project itself.

17. In light of the pressing financial issues faced by Chancery which has caused them to fail to meet their payment obligations to Fiera, Fiera has significant and mounting concerns regarding the value of its security and Fiera's ability to recover amounts owed to it. Without the appointment of a receiver by this Honourable Court, repayment of amounts owing under the Commitment Letter to Fiera continues to be at risk.

III. BORROWER

A. *Chancery LP*

18. Chancery LP is an active Ontario limited partnership with a declaration date of July 26, 2017. Chancery LP's principal place of business is 2275 Upper Middle Road East, Unit 100 in Oakville, Ontario at L6H 0C3 (the "**Upper Middle Road Site**").

19. Attached hereto at **Exhibit "E"** is a copy of Chancery LP's partnership search dated May 8, 2023.

20. A copy of the limited partnership agreement dated August 18, 2017 between Chancery GP, as general partner, Hillsport, Chancery Seniors, Sarah Cathrae ("**Cathrae**"), and relevant limited partners of Chancery LP (the "**LP Agreement**"), is also attached hereto at **Exhibit "F"**.

IV. CORPORATE GUARANTORS

A. *Suske Capital*

21. Suske Capital is an active Ontario corporation that was formed by amalgamation on January 1, 2019. Suske Capital is a product of the amalgamation of several entities, including:

- (a) Devonshire Pine Grove Inc.;

- (b) Suske Capital Inc., which itself is a product of the combination or amalgamation of the following;
 - (i) 1887606 Ontario Limited
 - (ii) Suske Capital Inc.;
 - (1) CPAC (Arranglen Gardens) Inc.;
 - (2) Spectrum Seniors Housing Development Corporation (formerly, Chartwell Care Corporation);
 - (3) Suske Capital Inc. (formerly, Suske Capital Management Inc. and Stephen A. Suske Holdings Limited); and
 - (c) Errol Beach Holdings Inc. (formerly, Errol Beach Financial Group Limited) (#991416).
22. Suske Capital's current registered office address is 2275 Upper Middle Road East, Unit 400, Oakville, Ontario at L6H 0C3.
23. Suske Capital's officers and directors are as follows:
- (a) *Director*: Suske since January 1, 2019; and
 - (b) *Officers*: Suske as president, secretary and treasurer since January 1, 2019.
24. Attached hereto at **Exhibit "G"** is a copy of Suske Capital's corporate profile search, along with corporate profile searches of all noted predecessors via amalgamation, current to May 8, 2023.

B. Chancery Seniors

25. Chancery Seniors is an active Ontario corporation that was incorporated on March 21, 2017, with a registered head office location of the 2275 Upper Middle Road East, Unit 400, Oakville, Ontario at L6H 0C3. The directors and officers of Chancery Seniors are Suske and Zhang.

26. Attached hereto at **Exhibit “H”** is a copy of Chancery Senior’s corporate profile search, current to May 8, 2023.

C. Chancery GP

27. Chancery GP is an active Ontario corporation that was incorporated on July 25, 2017. Its name was changed to “Chancery (Oshawa) The Bartlett GP Inc.” on July 31, 2017, with a registered head office location of the Upper Middle Road Site.

28. The directors and officers of Chancery GP are as follows:

- (a) Samuel Schuster (“**Schuster**”) as director and vice-president;
- (b) Joshua Skaist (“**Skaist**”) as director and chief executive officer;
- (c) Suske as director and chairman;
- (d) Zhang as director; and
- (e) Cathrae as managing director and secretary.

29. Attached hereto at **Exhibit “I”** is a copy of Chancery GP’s corporate profile search, current to May 8, 2023.

D. Hillsport

30. Hillsport is an active Ontario corporation that was incorporated on July 12, 2010 with a registered head office location of 63 Invermay Avenue in Toronto, Ontario at M3H 1Z6.

31. Hillsport's current sole director and officer since July 12, 2010 is Skaist, who acts as both director, president and secretary.

32. Attached hereto at **Exhibit "J"** is a copy of Hillsport's corporate profile search, current to May 8, 2023.

V. INDIVIDUAL GUARANTORS

A. *Suske*

33. Suske is an individual located in Oakville, Ontario.

34. As noted above, Suske is president and chief executive officer of Suske Capital, and is connected to certain of the other Guarantor parties and Borrower. A copy of Suske's description and position listing on Suske Capital's public website is attached hereto at **Exhibit "K"**.

B. *Zhang*

35. Zhang is an individual located in Oakville, Ontario.

36. As noted above, Zhang is currently listed on her LinkedIn profile as an entrepreneur, investment professional and advisor for various organizations, including "Langda Consulting", as well as being "president and CEO" of Chancery Seniors since March of 2017. A copy of Zhang's LinkedIn profile is attached hereto at **Exhibit "L"**.

VI. OTHER RELATED PARTIES

37. As reflected in the corporate chart shared herein at paragraph 15, Fiera further understands that:

- (a) LD Capital is 100% owned by Zhang;
- (b) Suske Capital is 100% owned by Suske;
- (c) Hillspport is 100% owned by Chaya Skaist, the wife of Skaist;
- (d) Cathrae Consulting Inc. is 100% owned by Cathrae.

VII. LOAN DOCUMENTS

A. *Commitment Letter*

38. In 2020, the Chancery Group approached Fiera for the purpose of securing the financing of the Project, which resulted in the eventual establishment of certain credit facilities by Fiera (collectively, the “**Credit Facilities**”), all as set out in a commitment letter dated November 25, 2020, amended as follows (the “**Initial Commitment**”):

- (a) Commitment Letter Amendment dated December 8, 2020 (the “**First Amended CL**”);
- (b) Commitment Letter Amendment dated December 9, 2020 (the “**Second Amended CL**”);
- (c) Commitment Letter Amendment dated January 10, 2022 (the “**Third Amended CL**”);
- (d) Amended and Restated Commitment Letter dated February 11, 2022 (the “**Fourth Amended CL**”); and

- (e) Loan Extension Offer dated December 29, 2022 (the “**Loan Extension Offer**” and with the Initial Commitment, the First Amended CL, the Second Amended CL, the Third Amended CL and the Fourth Amended CL, collectively the “**Commitment Letter**”).

39. A true copy of the Commitment Letter (with subsequent amendments and extension), in chronological order, is attached hereto at **Exhibit “M”**.

40. Prior to entering into the Commitment Letter, Fiera also issued a discussion paper to Chancery LP on November 18, 2020 to the attention of Suske, Zhang, Skaist and Schuster (the “**Discussion Paper**”). The Discussion Paper contemplated that any loan extended by Fiera to Chancery LP would be for the purpose of financing construction of the Project.

41. The Discussion Paper originally contemplated the extension of a \$47,500,000 1st position construction loan up to the lesser of 75% based on Fiera’s internal valuation of the Project or on an third-party appraisal, inclusive of a \$3,399,947 interest reserve. The above-noted updates and amendments to the Commitment Letter were negotiated, in large part, to reflect additional financing for the purpose of construction and stabilization financing for the Project since the Discussion Paper. A true copy of the Discussion Paper is attached hereto at **Exhibit “N”**.

42. As it currently stands, Fiera is owed the principal sum of \$53,250,000 (which includes an interest reserve in the amount of \$3,185,000) (the “**Loan**”). The maturity date on the Loan was March 31, 2023, which has not been extended. Interest fees and costs continue to accrue.

43. Fiera understands that the Project’s construction was completed in August 2021.

Key Provisions of the Commitment Letter

44. Repayment of the loan was required to be made by March 31, 2023, together with all reasonable fees of the Lender's legal counsel and appraisal/appraiser costs, as stated at s. 8 of the Commitment Letter.

45. In addition, as detailed in the Commitment Letter, the Commitment Letter contains standard events of default, which include, *inter alia*, payment breaches (including interest), payment breaches of any related loans, false representations, any pending litigation, if a title defect is discovered that materially reduces the lender's valuation of its security, if a sale of the Project occurs to "a buyer [...] who is not approved by the Lender, in its sole discretion" and any material adverse change (the "**Events of Default**").

46. In addition, the Commitment Letter further contains, among other provisions, the following relevant terms:

(a) **S. 17.2:**

(i) Following an Event of Default, Fiera may, *inter alia*:

- (1) "Demand the immediate repayment of all principal, interest and costs owed.";
- (2) "[A]ppoint a receiver of the Property or any part thereof and of the rents and profits thereof, or of only the rents and profits thereof, and with or without security"; and
- (3) "Exercise all of its rights and remedies granted pursuant to this commitment letter, the Security and by law, *inter alia* to initiate any personal legal action, take possession of all of the Borrower's assets related to the Project and complete the construction Project, in its absolute discretion."

- (ii) All amounts collected may be applied by Fiera in its sole and absolute discretion to either the Loan and/or related loans extended by Fiera to the Borrower or any Affiliates (term as defined in the Commitment Letter).

47. The Loan Extension Offer also added certain extension conditions to the Commitment Letter at s. 3, which included that the: (a) Borrower is to provide satisfactory updates to Fiera on an action by J.J. McGuire General Contractors Inc. v. Chancery LP (the “**Contractor Litigation**”); (b) a pre-authorized debit condition; and (c) a monthly interest condition, where the Borrower must send a minimum of \$750,000 for deposit into the relevant account and for payment against monthly interest invoices. Per s. 5 of the Loan Extension Offer, any default under the Loan Extension Offer constitutes an Event of Default under the Commitment Letter.

48. A copy of the Contractor Litigation is attached hereto at **Exhibit “O”**. As discussed therein, the Plaintiff (as defined in the Contractor Litigation) claims payment from the Borrower of \$942,859.29, along with certain alternate claims as well as prejudgment and post-judgment interest. The Plaintiff alleges that, *inter alia*, invoices for services provided to the Borrower were not paid, with no reasons provided for non-payment, such that all funds owed are payable to the Plaintiff. The Contractor Litigation constitutes an Event of Default under the Commitment Letter.

B. Guarantees

Corporate Guarantees

49. Per the requirements of the Commitment Letter, the Guarantors also executed the following unlimited guarantee documents in favour of Fiera (collectively, the “**Corporate Guarantees**”):

- (a) Guarantee and Postponement of Claim dated November 30, 2020 granted by Suske Capital regarding the obligations of the Borrower and Chancery GP;
- (b) Guarantee and Postponement of Claim dated November 30, 2020 granted by Chancery Seniors regarding the obligations of the Borrower and Chancery GP;
- (c) Guarantee and Postponement of Claim dated November 30, 2020 granted by Chancery GP regarding the obligations of the Borrower and Chancery GP; and
- (d) Guarantee and Postponement of Claim dated November 30, 2020 granted by Hillspport regarding the obligations of the Borrower and Chancery GP.

50. All Corporate Guarantees guarantee, jointly and severally, the payment of all principal monies, interest and any other monies which may now or hereafter become due and owing under the terms of the Charge (term as defined within each relevant Corporate Guarantee). The Corporate Guarantees further note that each guarantor agrees to “indemnify the Lender against all losses, damages, costs, charges and expenses that the Lender may at any time or from time to time suffer, incur or become liable of in connection with, resulting from or occasioned by any breach by the Chargor of any provisions contained in the Charge” (per each relevant recital).

51. Copies of the Corporate Guarantees are attached hereto at **Exhibit “P”**. The Corporate Guarantees were also all registered under the PPSA.

Individual Guarantees

52. Per the requirements of the Commitment Letter, certain of the Guarantors also executed the following guarantee documents in favour of Fiera (collectively, the “**Individual Guarantees**”):

- (a) Unlimited Guarantee and Postponement of Claim dated November 30, 2020 granted by Suske regarding the obligations of the Borrower and Chancery GP (the “**Suske Guarantee**”); and

- (b) Guarantee and Postponement of Claim in the amount of \$2,000,000 dated November 30, 2020 granted by Zhang regarding the obligations of the Borrower and Chancery GP (the “**Zhang Guarantee**”).

53. The Zhang Guarantee guarantees the payment of all principal monies, interest, and any other monies which may now or hereafter become due and owing under the terms of the Charge (as defined therein) to a maximum amount of \$2,000,000. The Suske Guarantee is an unlimited guarantee which guarantees the payment of all principal monies, interest and any other monies which may now or hereafter become due and owing under the terms of the Charge (as defined therein).

54. Both Individual Guarantees mirror key provisions of the Corporate Guarantees, as noted above for this Honourable Court’s reference. Copies of the Individual Guarantees are attached hereto at **Exhibit “Q”**. The Individual Guarantees were also all registered under the PPSA.

VIII. SECURITY

55. The security held by Fiera for the Credit Facilities made available by Fiera to the Borrowers pursuant to the Commitment Letter is as follows (collectively, the “**Security**”):

- (a) Charge granted by the Borrower and Chancery GP over the Project, as instrument no. DR1954575, as amended by a mortgage amending agreement dated April 14, 2022 granted by the Borrower, Chancery GP, Suske Capital, Chancery Seniors, Hillspport, Suske, Zhang and Fiera in the amount of \$55,000,000 under instrument no. DR2122548 (collectively, the “**Charge**”);
- (b) Assignment of Rents and Leases dated November 30, 2020 granted by the Borrower and Chancery GP;
- (c) Environmental Indemnity Agreement dated November 30, 2020 granted by the Borrower, Chancery GP, Suske Capital, Chancery Seniors, Hillspport, Suske and Zhang;
- (d) Completion and Cost Overrun Guarantee dated November 30, 2020 granted by the Borrower, Chancery GP, Suske Capital, Chancery Seniors, Hillspport, Suske and Zhang;

- (e) Assignment of Material Documents and Agreements dated November 30, 2020 executed by the Borrower and Fiera;
- (f) General Security Agreement dated November 30, 2020 granted by the Borrower; and
- (g) Assignment of Insurance dated November 30, 2020 granted by the Borrower and Chancery GP.

56. Copies of the Security are attached hereto at **Exhibit “R”** to this Affidavit.

57. As stated in the Charge:

- (a) **S. 1:** “All provisions of the Letter of Commitment are hereby incorporated into this Charge”; and
- (b) **S. 4:** Events of Default (term as defined in the Charge) include any default in payment (subsection a) and if the Chargor (term as defined in the Charge) makes any default with regard to any provision of the Commitment Letter (subsection k).

A. *Real Property Security*

58. As seen above, the Property consists of the legal PIN descriptions of 16301-0236 (LT), 16301-0464 (LT) and 16301-0462 (LT) and is known municipally as 550 Bond Street West, Oshawa, Ontario.

59. Copies of all three PINs are attached hereto at **Exhibit “S”** to this Affidavit. All PINs reflect the same title registrations, except where otherwise identified in italics, which are as follows:

- (a) **Registered Owners:** Chancery GP and Chancery LP;
- (b) **Instruments:**
 - (i) Instrument No. D210915 registered Dec. 16, 1985 is Notice of Airport Zoning Regulations (*PINs 0462 & 0236 only*);
 - (ii) Instrument No. D516147 registered June 3, 1998 is a Site Plan Agreement between the City of Oshawa and Alan Berk, in trust (*PIN 0462 only*);

- (iii) Instrument No. DR1544756 registered Dec. 2, 2016, which is an Application to Annex Restrictive Covenants;
- (iv) Instrument No. DR1761134 registered Dec. 18, 2018 is a Notice of Servicing Agreement between the Region of Durham and the current owner;
- (v) Instrument No. DR1761146 registered Dec. 18, 2018 is a Notice of Site Plan Agreement between the City of Oshawa and the current owner; and
- (vi) Instrument No. DR1954575 registered Dec. 11, 2020 is the Charge in favour of Fiera FP Real Estate Financing Fund Inc. and Fiera FP Real Estate Financing Fund, L.P., together with Notice of General Assignment of Rents DR1954576 & Notice of Amending Agreement DR2122548.

B. PPSA Registrations

60. As security for the Credit Facilities made available by Fiera to the Borrower, Fiera registered its security interests against the Borrower under the *Personal Property Security Act* (the “PPSA”).

61. Copies of registrations and certified search results for each Borrower and Guarantor with a currency to early May of 2023 are attached hereto at **Exhibit “T”** to this Affidavit.

62. As seen in Exhibit “T”, the Security has been perfected by registration of financing statements and financing change statements. A copy of a chart summarizing the Security along with all reference file numbers, registration numbers and expiry dates is attached hereto at **Exhibit “U”**.

63. A summary of the registrations reflected at Exhibits “T” and “U”, with full corporate names, is also attached hereto at **Exhibit “V”**.

C. Minor Errors in Security

64. Fiera has identified certain minor administrative errors in the Security that occurred due to mutual mistake of the parties when executing the documents (the “**Mutual Mistakes**”). A schedule outlining the Mutual Mistakes is appended to this Affidavit hereto at **Exhibit “W”**.

65. I understand from discussions with my counsel that the Mutual Mistakes should not impact the validity or enforceability of any of the Security, although Fiera does request that this Honourable Court rectify the Mutual Mistakes via the Declaratory Order described at the introduction to this Affidavit.

IX. DEFAULTS

A. History and Timeline of Defaults

66. The Credit Facilities fell into default as they matured on December 10, 2022, which constituted an Event of Default. Fiera had previously notified the Borrower that the Credit Facilities would not be renewed on March 27, 2023. A copy of this email is attached at **Exhibit “X”** to this Affidavit.

67. Fiera initially issued a copy of the Loan Extension Offer to the Borrower via email on December 16, 2022, in good faith, to avoid a payment on maturity default for the Borrower. This offer was structured to facilitate interest payments for six months being made from a combination of net operating Income and interest reserves, which offer the Borrower did not accept (the “**Initial Extension Offer**”). A copy of the email enclosing the Initial Extension Offer to the Borrower is attached at **Exhibit “Y”** to this Affidavit.

68. On or about December 29, 2022, Fiera also issued the Chancery Group a revised offer to extend the term of the Credit Facilities to March 31, 2023, which was accepted. A copy of the Loan Extension Offer and associated email to the Chancery Group is appended at the prior Exhibit L to this Affidavit. The Loan Extension Offer demonstrates Fiera's attempts to accommodate the Chancery Group and extend the Credit Facilities, in good faith.

69. As mentioned above, the Credit Facilities matured on March 31, 2023. Three days prior to the maturation of the Credit Facilities, on or about March 28, 2023, an agreement of purchase and sale for the Project was provided to Chancery LP (the "**March APS**"). However, Fiera understands that the March APS was neither executed nor returned by the irrevocable date of March 31, 2023, and the deal therefore fell through.

70. Since maturity, Fiera has had multiple discussions with various individuals at the Chancery Group concerning the possibility of monetizing the Project. Key points are as summarized here, and detailed further herein:

- (a) the original purpose of development of the Project was to create an exit strategy through a sale to maximize returns to all investors prior to the COVID-19 pandemic. However, due to COVID-19 pandemic, the Project could not be sold for the hoped-for value and accordingly, no transaction was completed;
- (b) the volume of transactions in the seniors' housing sector is low due to factors affecting the real estate sector, including recent significant increases in interest rates;
- (c) the Chancery Group listed the Project for sale in November of 2019, which led to the March APS. However, the deal was not completed and the listing failed to produce further interest worthy of pursuit;
- (d) disputes between Hillspart and other members of the Chancery Group (as more fully detailed below) have potentially triggered a divergence in strategy on how to monetize the Project. While another potential agreement of purchase and sale was received by the Borrower, it was below the anticipated value; and

- (e) the Project should enter insolvency proceedings so that a sale process can be completed via a receivership, with the possibility of a stalking horse offer involved in that sale process. Further details regarding such a possibility will be provided in due course, if that course is pursued.

B. Demands and Correspondence to the Chancery Group by Fiera

71. In light of the maturity of the Credit Facilities, on or about April 17, 2023, Fiera, via their real estate counsel, delivered to the Chancery Group a demand for repayment. Copies of the formal demand and copies of Notices of Intention to Enforce Security delivered pursuant to s. 244(1) of the *Bankruptcy and Insolvency Act* (Canada) (the “**Demand**” and the “**NITES**”, respectively) that were sent to all relevant parties are attached hereto as **Exhibit “Z”** to this Affidavit.

72. The Chancery Group has failed to repay the indebtedness cited in the Demand and the NITES (the “**Indebtedness**”). The Demand and the NITES have since expired, and the Indebtedness continues to accrue due to missed interest payments and the accrual of additional professional fees (as cited below). A copy of a payout statement provided by Fiera current to June 2, 2023 is attached hereto as **Exhibit “AA”** to this Affidavit, which indicates that \$54,609,105.46 is currently owing to Fiera as Indebtedness, with interests and costs continuing to accrue.

73. On or about April 18, 2023, the Borrower failed to pay an interest payment of \$481,657.19 (the “**Interest Payment**”), which constitutes an additional Event of Default. The missed Interest Payment is stated in Exhibit “AA” as attached to this Affidavit.

74. On or about April 21, 2023, Fiera met with the Borrower to discuss the possibility of entering into a forbearance agreement which, among other things, would have involved bringing all interest arrears in the Credit Facilities current, and to enable the Project to be sold in a timely fashion. Despite this conversation, no progress has since been made on such an agreement.

75. On or about April 26, 2023, counsel to Chancery Seniors sent a letter to Hillspport which advised that:

- (a) on or about April 6, 2023, Hillspport caused the Borrower to make a payment in amount of approximately \$474,000, which was made “in breach of the USA” such that there were then allegedly insufficient funds to make the Interest Payment to Fiera;
- (b) additional allegations by Chancery Seniors state that Hillspport “intentionally caused a payment default under the Credit Agreement in an attempt to cause the Project to be marketed in a distressed asset sale [...] so that [it could] purchase the Project below market value and without Chancery’s participation”; and
- (c) Chancery Seniors requested prior written approval for additional payments, as well as certain reporting documents including budget and accounting records from Hillspport.

76. A copy of this correspondence (which was provided to Fiera) is attached hereto as **Exhibit “BB”** to this Affidavit.

77. On or about May 1, 2023, Suske wrote directly to Fiera to outline an updated plan for the Project, which indicated:

- (a) a desire to enter into a forbearance agreement;
- (b) that Suske and Zhang were still participating in discussions with potential purchasers; and

- (c) that confidence was lost in Hillsport's management of the Project, such that an exercise of their rights may occur to replace Hillsport in its role as "property manager".

78. A copy of this correspondence is attached hereto as **Exhibit "CC"** to this Affidavit.

79. Despite the correspondence received on May 1, 2023, no further discussions about forbearance were advanced by any of the Chancery Group or the Borrower.

80. On or about May 9, 2023, in light of all of these concerning developments, Fiera requested that the Borrower provide it with information concerning the commercial spaces of the Project and financial statements (the "**Information Requests**"). A copy of the Information Requests is attached hereto as **Exhibit "DD"** to this Affidavit. Fiera has not received any written response to the Information Requests.

81. On or about May 11, 2023, Fiera visited the Project with its appraiser and met with Skaist on site. I understand that Skaist confirmed verbally to my colleague, Gryphon Raeburn-Power ("**Gryphon**"), that rent was not being appropriately paid pursuant to a lease between the Borrower and The Bartlett Bistro Inc., dated April 14, 2022 (the "**Bistro Lease**") and a lease between the Borrower and 4Sync Healthcare Solutions Inc. dated December 7, 2020. I understand Skaist also alleged to Gryphon that the Bistro Lease may not be valid.

82. Fiera is unclear as to the communications and state of the relationship between Skaist, Suske, and Zhang, and whether these parties are *ad idem* on the issues raised by Skaist above.

83. On or about May 12, 2023, Fiera's appraiser provided Fiera with an appraisal of the Project which specifically noted that: "discussions with the listing agent and the property contact indicated

that the vendor has presented challenges throughout the sale process and perhaps tainted the presentation of the Subject Property to the market. In addition, there have been operational challenges with the medical clinic and bistro that have dampened potential buyers' interest."

84. On or about May 19, 2023, Zhang emailed Fiera to inform Fiera that the Chancery Group anticipates receiving a letter of intent for an agreement of purchase and sale to arrive the week of May 23, 2023. A copy of this email is attached hereto as **Exhibit "EE"** to this Affidavit.

85. On or about May 23, 2023, Fiera was advised that the May interest payment of \$466,119.86 was returned ("NSF" and the "**May Interest Payment**"), which constitutes an additional Event of Default. A copy of the NSF notice relating to the May Interest Payment is attached hereto as **Exhibit "FF"** to this Affidavit.

86. Fiera has not made any further progress with the Chancery Group as to forbearance discussions or a payment plan to rectify the ongoing Events of Default and the maturation of the Credit Facilities. On or about May 23, 2023, Zhang advised Fiera on the phone that a potential non-binding letter of intent should arrive on May 25 or 26 of 2023 (the "**May LOI**").

87. On or about May 30, 2023, counsel to Fiera sent a notice email to all notice parties for the Borrower and Guarantors under the Commitment Letter, informing them that Fiera intends to bring an application to appoint a Receiver, and enclosing a draft form of the Receivership Order that would later be amended and updated (the "**Notice Email**"). The Notice Email further requested an update to set up a call to discuss the matter by May 31, 2023. A copy of the Notice Email is attached hereto as **Exhibit "GG"** to this Affidavit.

88. On or about June 2, 2023, Zhang confirmed to Gryphon that the May LOI was being further modified, with “some modifications on the price, deposit and [due diligence and closing] timelines” such that it may be signed back on June 5, 2023. A copy of this correspondence is attached hereto as **Exhibit “HH”** to this Affidavit, with a redacted purchase price.

89. On or about June 5, 2023, an executed copy of the non-binding May LOI was received by Fiera, although Suske later advised Fiera’s counsel orally that this copy still required additional signatures due to ongoing edits. A redacted copy of the May LOI received by Fiera is attached hereto as **Exhibit “II”** to this Affidavit. As summarized, the May LOI contains the following details:

- (a) **Deposits:** \$150,000 within five business days post-execution, and a second deposit of \$350,000 within five business days after the purchaser waives its due diligence conditions, with deposits refundable with interest if closing does not occur; and
- (b) **Timeline:** an agreement of purchase and sale to be entered into within 45 days of the May LOI (the “**Binding APS**”); an additional due diligence period of 60 days following execution of the Binding APS; and closing under the Binding APS within 45 days.

90. Fiera has not consented to the May LOI. Fiera has significant concerns about the May LOI due to the extended due diligence and closing timeline, and deposit refundability provisions, among others. Fiera urgently requires the assistance of the Court to appoint the Receiver to monetize the Project appropriately and in a timely fashion.

91. In summary:

- (a) **Events of Default:** The following Events of Default have occurred under the Commitment Letter clauses:
- (i) *Payment Failure:*
 - (1) loan maturation has occurred;
 - (2) missed April Interest;
 - (3) missed May Interest; and
 - (ii) *Ceases to Pay Debts* (per (i) above);
 - (iii) *Litigation:* the Contractor Litigation has been issued;
 - (iv) *Reporting Breaches:* the Borrower has failed to respond to Fiera's requests for material information related to the Project;
- (b) **Property Value:** Without proper management and supervision through the court appointment of a receiver, Fiera's investment is at risk. As operations are stabilized and the market is appropriately canvassed for a sale, a proper sale process run by a court-appointed officer is likely to preserve and protect the value of the Property for the benefit of all stakeholders; and
- (c) **Potential Misconduct:** Correspondence shared with Fiera indicates that disputes between various members of the Chancery Group, as well as alleged misconduct, may have triggered the Events of Defaults and the failure to repay the Credit Facilities post-maturation.

92. The Chancery Group has failed to rectify these Events of Default. Fiera is increasingly concerned that indebtedness owing under the Commitment Letter to Fiera is at risk.

93. Without immediate judicial intervention to obtain the requisite information and to preserve the Project through the appointment of a court-appointed receiver to address operational issues and address the issues related to any sale process efforts, it is Fiera's view that its Security is at risk.

X. RELIEF SOUGHT – APPOINTMENT OF A RECEIVER

94. In light of the above, Fiera believes that the appointment of a receiver is necessary. The Chancery Group is unable to repay the Indebtedness, which remains outstanding, and the Loan has matured as of March of 2023, with interest and costs continuing to accrue

95. Fiera is seeking the appointment of KSV as the Receiver to facilitate an improvement in the operations of the Project and to conduct an orderly sale process designed to maximize recovery for the benefit of all stakeholders.

96. Fiera is extremely concerned about any delay, given the lack of transparency by the Chancery Group and the Events of Default under the Commitment Letter. Fiera believes that it is reasonable and prudent to take any and all steps necessary to protect the assets subject to its security by having a receiver appointed to realize and run a sales process on same, specifically relating to the Project.

97. In the circumstances set out above, I believe that it is just and equitable that a receiver be appointed. Fiera has acted in good faith at all times. The appointment of a receiver is necessary for the protection of the Property and interests of Fiera. Fiera believes that the appointment of a receiver would enhance the prospect that the value of the Borrower's business and assets would be maximized, for the benefit of all stakeholders, including Fiera.

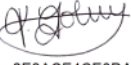
98. Fiera proposes that KSV be appointed as the Receiver.

99. As detailed above, KSV is a licensed insolvency trustee and is familiar with the circumstances of the Chancery Group and its arrangements with Fiera.

100. KSV has consented to act as receiver should the Court so appoint it. A copy of this consent is attached hereto at **Exhibit “JJ”** to this Affidavit.

101. This affidavit is made in support of the within application, and for no other improper purpose.

Affirmed remotely by video conference on June 8, 2023 in the City of Toronto, in the Province of Ontario, with the affiant before me in the City of Toronto, in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely

DocuSigned by:

3E3ACE4CE0DA448...

Commissioner for Taking Affidavits
Tamie Dolny

DocuSigned by:

68D86FBC3F40441...

Ralph Doerr

Appendix “C”

Receivership of Chancery (Oshawa) The Bartlett Limited Partnership and Chancery (Oshawa) The Barlett GP Inc.

Interim Statement of Receipts and Disbursements

For the Period July 20, 2023 to November 10, 2025

(\$; unaudited)

Description	Amount
<i>Receipts</i>	
Rent	10,176,120
Other	1,777
Interest	15,982
	<u>10,193,879</u>
<i>Disbursements</i>	
Interest payments to Fiera	5,820,000
Property operating costs, including management expenses	1,110,266
Wages, including source deductions	966,230
Receiver's fees	517,362
Utilities	498,635
Insurance	245,101
HST	224,691
Property taxes	196,000
Legal fees and disbursements	94,493
Waste disposal	66,353
Bank charges	20,747
Telephone	14,164
Equipment	8,749
PST	8,431
Advertising	1,555
Travel	840
Postage	566
Ascend Fee	275
Filing Fees	151
Photocopies	16
	<u>9,794,625</u>
Balance in Receiver's account, before accrued liabilities	<u>399,254</u>

Appendix “D”

**SUMMONS
ASSIGNATION**

ONTARIO COURT OF JUSTICE
COUR DE JUSTICE DE L'ONTARIO
PROVINCE OF ONTARIO
PROVINCE DE L'ONTARIO
Central East / Centre-Est
(Region / Région)

Under Section 24 of the *Provincial Offences Act*
Aux termes de l'article 24 de la Loi sur les infractions provinciales

Form / Formule 106
Courts of Justice Act
Loi sur les tribunaux judiciaires
R.R.O. / R.R.O. 1990
Reg. / Règl. 200

To **Chancery (Oshawa) The Bartlett GP Inc.**
À **100-2275 Upper Middle Road East**
of **Oakville, Ontario**
de(du) **L6H 0C3**

Whereas you have been charged before me that you,
Attendu que vous avez été accusé(e) devant moi d'avoir

on or about the / le ou vers le **30** day of / jour de **October**, yr. / an **2024** at / à **550 Bond Street West, Oshawa, Ontario, L1J 0E4,**
Regional Municipality of Durham

did commit the offence of / commis l'infraction suivante

Being the owner of the said property, failed to comply with an Inspection Order issued on October 15, 2024, pursuant to Section 21(1) of the Fire Protection and Prevention Act, 1997, S.O. 1997, c. 4 and therefore

contrary to **Fire Protection and Prevention Act, 1997, S.O. 1997 c.4** section **30**
contrairement à article

THEREFORE YOU ARE COMMANDED IN HIS MAJESTY'S NAME TO APPEAR BEFORE THE ONTARIO COURT OF JUSTICE
À CES CAUSES, VOUS ÊTES SOMMÉ(E), AU NOM DE SA MAJESTÉ, DE COMPARAÎTRE DEVANT LA COUR DE JUSTICE DE L'ONTARIO
at **605 Rossland Road East, Whitby, Ontario, L1N 0B3**
à(au)

on the **3rd** day of **April**, 20 **25**, at **9:00 a.m.** .m. at **Courtroom #103**
le **jour de**, à (time / heure) **h à** (courtroom / salle d'audience)

and to appear thereafter as required by the court to be dealt with according to law.
et de comparaître par la suite selon les exigences du tribunal, afin d'être traité(e) selon la loi.

Issued at **Whitby Ontario**
Délivrée à
this **19** day of **FEBRUARY**, 20 **25**
ce jour de

J. Kulmatycki
Justice of the Peace
Juge de paix
Province of Ontario
Province of Ontario
Judge or Justice of the Peace in and for the Province of Ontario
Juge ou juge de paix dans et pour la province de l'Ontario

NOTICE TO DEFENDANT

You may appear personally, or by representative.

If you do not appear, the court may issue a warrant for your arrest. The trial may proceed in your absence and evidence be taken.

If the trial proceeds and you are convicted, you could be sentenced in your absence. Depending on the offence for which you have been convicted, you could be sentenced to jail and a warrant issued for your arrest.

If you do appear, the trial may proceed. You or the prosecutor may ask the court to adjourn your case to another date. The court may grant or refuse an adjournment request.

Guide for Defendants available at www.ontariocourts.ca/OCJPOAGuide, or contact the court office.

AVIS AU DÉFENDEUR

Vous pouvez comparaître personnellement au procès ou y être représenté.

Si vous ne comparez pas, le tribunal peut décerner un mandat d'arrestation contre vous. Le procès peut se dérouler en votre absence et les témoignages peuvent être entendus.

Si le procès se déroule et que vous êtes déclaré coupable, vous pourriez être condamné à une peine en votre absence. Selon l'infraction dont vous avez été reconnu coupable, vous pourriez être condamné à une peine d'emprisonnement et un mandat d'arrestation pourrait être délivré contre vous.

Si vous comparez, le procès peut avoir lieu. Vous ou le poursuivant pouvez demander à la cour d'ajourner votre cause à une autre date. La cour peut accorder ou refuser un ajournement.

Le guide pour Accusés disponibles à www.ontariocourts.ca/GuideLIPCJO, ou contacter le bureau de tribunal énuméré.



OCJPOAGuide

FOR INFORMATION ON ACCESS
TO ONTARIO COURTS
FOR PERSONS WITH DISABILITIES, CALL
1-800-387-4456
TORONTO AREA 416-326-0111



POUR PLUS DE RENSEIGNEMENTS SUR L'ACCÈS
DES PERSONNES HANDICAPÉES
AUX TRIBUNAUX DE L'ONTARIO, COMPOSEZ LE
1 800 387-4456
RÉGION DE TORONTO 416-326-0111



GuideLIPCJO

Appendix “E”

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

B E T W E E N:

FIERA FP REAL ESTATE FINANCING FUND, L.P.

Applicant

- and -

CHANCERY (OSHAWA) THE BARTLETT LIMITED PARTNERSHIP and CHANCERY
(OSHAWA) THE BARTLETT GP INC.

Respondents

AFFIDAVIT OF MITCH VININSKY
(sworn November 12, 2025)

I, **MITCH VININSKY**, of the City of Toronto, in the Province of Ontario, **MAKE OATH AND SAY AS FOLLOWS:**

1. I am a Managing Director of KSV Restructuring Inc. ("**KSV**").
2. On July 20, 2025, the Ontario Superior Court of Justice (the "**Court**") issued an Order appointing KSV as receiver (the "**Receiver**"), without security, of the property, assets and undertaking (the "**Property**") of Chancery (Oshawa) The Bartlett Limited Partnership ("**Chancery LP**") and Chancery (Oshawa) the Bartlett GP Inc. ("**Chancery GP**" and with Chancery LP, the "**Partnership**"), including the real property known municipally as 550 Bond Street West, Oshawa, Ontario (the "**Real Property**"), pursuant to section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended, and section 243(1) of the *Bankruptcy and Insolvency Act*, RSC 1985, c. B-3, as amended.
3. I have been involved in the management of this mandate since it commenced. As such, I have knowledge of the matters to which I hereinafter depose.
4. The Receiver prepared invoices detailing its services rendered and fees incurred (the "**Invoices**") from June 2, 2023 to October 31, 2025 in the aggregate amount of **\$517,3625**, excluding disbursements and HST. Attached hereto and marked as **Exhibit "A"** to this Affidavit are copies of the Invoices.

- 5. Additionally, attached hereto as **Exhibit "B"** is a summary of the roles, hours and rates charged by members of the Receiver who have worked on this matter, and I hereby confirm that the list represents an accurate account of such information. The average hourly rate of the Receiver is **\$537.67**.
- 6. I consider the accounts to be fair and reasonable considering the circumstances connected with this matter.
- 7. This Affidavit is made in support of a motion to, *inter alia*, approve the attached accounts of the Receiver and the fees and disbursements detailed therein, and for no improper purpose whatsoever.

SWORN before me at the City of)
 Toronto, in the Province of Ontario,)
 this 12th day of November, 2025)



 Rajinder Kashyap, a Commissioner, etc.,
 Province of Ontario, for KSV Restructuring Inc.
 Expires February 23, 2027



MITCH VININSKY

This is Exhibit "A" referred to in the
Affidavit of Mitch Vininsky sworn before
me, this 12th day of November, 2025



Rajinder Kashyap, a Commissioner, etc.,
Province of Ontario, for KSV Restructuring Inc.
Expires February 23, 2027



ksv advisory inc.

220 Bay Street, Suite 1300

Toronto, Ontario, M5J 2W4

T +1 416 932 6262

F +1 416 932 6266

ksvadvisory.com

INVOICE

Chancery (Oshawa) The Bartlett Limited Partnership and
Chancery (Oshawa) The Bartlett GP Inc.
c/o KSV Restructuring Inc.
220 Bay Street, Suite 1300
Toronto, ON M5J 2W4

August 10, 2023

Invoice No: 3217
HST #: 818808768RT0001

**Re: Chancery (Oshawa) The Bartlett Limited Partnership (“Chancery LP”) and
Chancery (Oshawa) The Bartlett GP Inc. (“Chancery GP” and with Chancery LP, the
“Partnership”)**

For professional services rendered from June 2 to July 31, 2023 by KSV Restructuring Inc. (“KSV”) in its capacity as court-appointed receiver (the “Receiver”) of the Partnership, including:

- corresponding with Aird & Berlis LLP (“A&B”), legal counsel to Fiera FP Real Estate Financing Fund, L.P. (“Fiera”), and Cassels Brock & Blackwell LLP (“Cassels”), legal counsel to KSV as Receiver, concerning all matters in these proceedings, including Fiera’s receivership application materials filed in connection with the receivership application heard on July 20, 2023 (the “Application”);
- reviewing and commenting on Fiera’s draft receivership application materials and discussing same with A&B and Cassels;
- drafting the Proposed Receiver’s Pre-Filing Report to Court dated July 13, 2023 (the “Pre-Filing Report”) filed in connection with the Application, the purpose of which, *inter alia*, was to recommend Court approval of a sale process (the “Sale Process”) for the Partnership’s real property and related assets (the “Property”);
- discussing the Pre-Filing Report with A&B, Cassels and Fiera;
- planning for the receivership proceedings, including drafting letters to the Partnership’s employees, bank and insurance broker;
- attending the Application on July 20, 2023 and reviewing Justice Kimmel’s endorsement dated July 20, 2023;
- opening receivership bank accounts;

- arranging with representatives of TD Canada Trust to freeze the Partnership's bank accounts and to transfer funds from that account into the Receiver's bank account;
- drafting the statement and notice of receiver, as required under Subsections 245 and 246 of the *Bankruptcy and Insolvency Act* and arranging for same to be sent to the Partnership's creditors and filed with the Office of the Superintendent of Bankruptcy;
- compiling a list of the Partnership's known creditors;
- drafting a notice concerning these receivership proceedings and sending same to the Partnership's utility providers;
- closing utility accounts and setting up new receivership accounts in respect of same;
- attending several calls with Fiera and A&B regarding a broker solicitation process and the Sale Process;
- soliciting listing proposals from six commercial real estate brokerage firms to list the Property for sale;
- corresponding with each of the brokers regarding the proposal process and attending numerous calls with brokers and Fiera in respect of same;
- reviewing proposals from six brokers and preparing a summary of the proposals (the "Broker Proposal Summary");
- meeting with Fiera to review the Broker Proposal Summary and to discuss the broker selection process;
- corresponding with the brokers regarding their proposals, including attending several calls with the brokers regarding same;
- attending a walkthrough of the Property with Hillspport Management Inc. ("Hillspport") and representatives from CBRE Limited;
- dealing with representatives of the partners of the Partnership, including attending calls in respect of the Sale Process and the selection of brokers;
- meeting in-person with Hillspport on July 24, 2023 and communicating routinely with Hillspport regarding operational matters since the commencement of these proceedings;
- dealing with payroll procedures, including processing payroll;
- compiling and reviewing information provided by Hillspport, including accounts payable listings, supplier contracts and the property management agreement;
- creating and maintaining the Receiver's case website;
- convening internal meetings; and

- to all other meetings, correspondence, etc. pertaining to this matter.

Total fees and disbursements per attached time summary	\$ 61,973.80
HST	<u>8,056.59</u>
Total Due	\$ <u><u>70,030.39</u></u>

KSV Restructuring Inc.
Chancery (Oshawa) The Bartlett Limited Partnership and Chancery (Oshawa) The Barlett GP Inc.

Time Summary

For the period June 2 to July 31, 2023

Personnel	Rate (\$)	Hours	Amount (\$)
Robert Kofman	800	39.10	31,280.00
Mitch Vininsky	700	31.20	21,840.00
Meg Ostling	425	17.00	7,225.00
Other staff and administration		5.90	1,324.25
Total Fees		54.10	61,669.25
Add: Out of Pocket Disbursements			
Ascend fee			275.00
Postage			13.80
Photocopies			15.75
Total Disbursements			304.55
Total Fees and Disbursements			61,973.80



ksv advisory inc.

220 Bay Street, Suite 1300

Toronto, Ontario, M5J 2W4

T +1 416 932 6262

F +1 416 932 6266

ksvadvisory.com

INVOICE

Chancery (Oshawa) The Bartlett Limited Partnership and Chancery
(Oshawa) The Barlett GP Inc.
c/o KSV Restructuring Inc.
220 Bay Street, Suite 1300
Toronto, ON M5J 2W4

September 12, 2023

Invoice No: 3261

HST #: 818808768RT0001

**Re: Chancery (Oshawa) The Bartlett Limited Partnership (“Chancery LP”) and
Chancery (Oshawa) The Bartlett GP Inc. (“Chancery GP” and with Chancery LP, the
“Partnership”)**

For professional services rendered from August 1 to 31, 2023 by KSV Restructuring Inc. in its capacity as court-appointed receiver (the “Receiver”) of the Partnership, including:

- corresponding with Aird & Berlis LLP, legal counsel to Fiera FP Real Estate Financing Fund, L.P. (“Fiera”), and Cassels Brock & Blackwell LLP (“Cassels”), legal counsel to the Receiver, concerning various matters in these proceedings;
- preparing and issuing a Notice and Statement of Receiver, as required pursuant to Section 245(1) and 246(1) of the *Bankruptcy and Insolvency Act*;
- corresponding with Hillspport Management Inc. (“Hillspport”) regarding operational issues at the Partnership’s property located at 550 Bond Street West, Oshawa (the “Property”), including property maintenance, management fees, and rent collection;
- corresponding with TD Canada Trust to transfer funds from the Partnership account into the Receiver’s bank account;
- corresponding with various utility companies to set up new receivership accounts;
- reviewing, editing and finalizing a listing agreement with TD Real Estate Investment Banking (“TD”), the realtor engaged by the Receiver;
- corresponding extensively with TD regarding the process to market for sale the Property (the “Sale Process”), including providing information to be made available to interested parties as part of their due diligence;
- attending several calls with TD regarding the Sale Process, including calls on August 11 and August 23, 2023;

- reviewing and commenting on the Sale Process materials prepared by TD, including the Teaser, Confidential Information Memorandum and data room materials;
- reviewing phase 1 and building condition survey (“BCS”) proposals received from EXP Services Inc. (“EXP”) and corresponding with EXP regarding same;
- reviewing weekly updates from TD and corresponding with TD in that regard;
- providing updates to Fiera regarding the Sale Process;
- dealing with payroll procedures, including processing payroll;
- reviewing invoices provided by the Partnership for operating expenses, corresponding with vendors and processing payments re same;
- preparing a cash flow to estimate amounts that could be paid to Fiera monthly in respect of interest;
- corresponding with TD and MHBC Planning, a municipal planning firm, regarding the development potential of the Property, and discussing same with Fiera;
- corresponding with Canada Revenue Agency regarding HST returns, remittance vouchers, and the Receiver’s account;
- corresponding with Suske Capital regarding the Sale Process, including attending a call with Suske Capital on August 10, 2023;
- reviewing the BCS prepared by EXP;
- corresponding with TD regarding its MLS listing agreement;
- reviewing information provided by Hillspport, including property management fee calculations and profit and loss statements for the past twelve months;
- corresponding with Cassels regarding the Partnership’s lease with The Bartlett Bistro Inc.;
- reviewing a warranty schedule from the Partnership;
- maintaining the Receiver’s case website;
- convening internal meetings; and
- to all other meetings, correspondence, etc. pertaining to this matter.

Total fees and disbursements per attached time summary	\$ 28,303.85
HST	<u>3,679.50</u>
Total Due	<u>\$ 31,983.35</u>

KSV Restructuring Inc.
Chancery (Oshawa) The Bartlett Limited Partnership and Chancery (Oshawa) The Barlett GP Inc.

Time Summary

For the period August 1 to August 31, 2023

Personnel	Rate (\$)	Hours	Amount (\$)
Robert Kofman	800	11.00	8,800.00
Mitch Vininsky	700	11.00	7,700.00
Meg Ostling	425	21.75	9,243.75
Other staff and administration		9.38	2555.50
Total Fees		42.13	28,299.25
Total Disbursements (postage)			4.60
Total Fees and Disbursements			<u>28,303.85</u>



ksv advisory inc.

220 Bay Street, Suite 1300

Toronto, Ontario, M5J 2W4

T +1 416 932 6262

F +1 416 932 6266

ksvadvisory.com

INVOICE

Chancery (Oshawa) The Bartlett Limited Partnership and Chancery
(Oshawa) The Barlett GP Inc.
c/o KSV Restructuring Inc.
220 Bay Street, Suite 1300
Toronto, ON M5J 2W4

October 11, 2023

Invoice No: 3304
HST #: 818808768RT0001

**Re: Chancery (Oshawa) The Bartlett Limited Partnership (“Chancery LP”) and Chancery
(Oshawa) The Bartlett GP Inc. (“Chancery GP” and with Chancery LP, the
“Partnership”)**

For professional services rendered in September 2023 by KSV Restructuring Inc. in its capacity as Court-appointed receiver (the “Receiver”) of the Partnership, including:

- corresponding with Aird & Berlis LLP (“A&B”), legal counsel to Fiera FP Real Estate Financing Fund, L.P. (“Fiera”), the Partnership’s senior secured creditor, and Cassels Brock & Blackwell LLP (“Cassels”), legal counsel to the Receiver, concerning various matters in these proceedings;
- corresponding with Hillspport Management Inc. (“Hillspport”) regarding operational issues at the Partnership’s property located at 550 Bond Street West, Oshawa (the “Property”), including maintenance, management fees, rent collection, tenant notices and construction costs;
- corresponding with TD Canada Trust to transfer funds from the Partnership’s bank account to the Receiver’s bank account;
- corresponding with utility companies regarding the receivership accounts;
- corresponding with TD Real Estate Investment Banking (“TD”), the realtor engaged by the Receiver, regarding the process to market for sale the Property (the “Sale Process”), including information to be made available to interested parties as part of their due diligence;
- reviewing weekly updates from TD and corresponding with TD in that regard;
- corresponding with TD regarding Fiera’s requests for certain underwriting information;

- corresponding with Cassels regarding changes proposed by certain interested parties to the form of non-disclosure agreement distributed by TD;
- providing updates to Fiera and A&B regarding the Sale Process;
- reviewing and editing the template asset purchase agreement and corresponding with Cassels regarding same, including as it relates to the assumption of residential and commercial leases;
- reviewing a proforma prepared by TD and corresponding with TD and Fiera regarding same;
- dealing with payroll procedures, including processing payroll;
- reviewing invoices provided by the Partnership for operating expenses, corresponding with vendors and processing payments regarding same;
- corresponding with TD and MHBC Planning (“MHBC”), a municipal planning firm, regarding the development potential of the Property, and discussing same with Fiera;
- reviewing a report prepared by MHBC dated September 15, 2023;
- corresponding with Canada Revenue Agency regarding HST returns and the Receiver’s accounts;
- reviewing information provided by Hillspport, including property management fee calculations and rent collections;
- maintaining the Receiver’s case website;
- convening internal meetings; and
- to all other meetings, correspondence, etc. pertaining to this matter.

Total fees and disbursements per attached time summary	\$ 24,481.39
HST	3,182.58
Total Due	<u>\$ 27,663.97</u>

KSV Restructuring Inc.
Chancery (Oshawa) The Bartlett Limited Partnership and Chancery (Oshawa) The Barlett GP Inc.

Time Summary

For the period September 1 to 30, 2023

Personnel	Rate (\$)	Hours	Amount (\$)
Robert Kofman	800	8.45	6,760.00
Mitch Vininsky	700	13.10	9,170.00
Meg Ostling	425	17.25	7,331.25
Other staff and administration		5.25	1,043.00
Total Fees		35.60	24,304.25
Add: Out-of-Pocket Disbursements			
Postage			22.63
Travel			154.51
Total Disbursements			177.14
Total Fees and Disbursements			24,481.39



ksv advisory inc.

220 Bay Street, Suite 1300

Toronto, Ontario, M5J 2W4

T +1 416 932 6262

F +1 416 932 6266

ksvadvisory.com

INVOICE

Chancery (Oshawa) The Bartlett Limited Partnership and Chancery
(Oshawa) The Barlett GP Inc.
c/o KSV Restructuring Inc.
220 Bay Street, Suite 1300
Toronto, ON M5J 2W4

November 14, 2023

Invoice No: 3354

HST #: 818808768RT0001

**Re: Chancery (Oshawa) The Bartlett Limited Partnership (“Chancery LP”) and
Chancery (Oshawa) The Bartlett GP Inc. (“Chancery GP” and with Chancery LP,
the “Partnership”)**

For professional services rendered in October 2023 by KSV Restructuring Inc. in its capacity as Court-appointed receiver (the “Receiver”) of the Partnership, including:

- corresponding with Aird & Berlis LLP, legal counsel to Fiera FP Real Estate Financing Fund, L.P. (“Fiera”), the Partnership’s senior secured creditor, and Cassels Brock & Blackwell LLP (“Cassels”), legal counsel to the Receiver, concerning the status of the sale process and matters in these proceedings, as further detailed below;
- corresponding with Hillspport Management Inc. (“Hillspport”) regarding operational issues at the Partnership’s property located at 550 Bond Street West, Oshawa (the “Property”), including maintenance, management fees, rent collection, tenant notices and construction costs;
- corresponding with TD Canada Trust to transfer funds from the Partnership’s bank account to the Receiver’s bank account;
- corresponding with utility companies regarding the receivership accounts;
- corresponding with TD Real Estate Investment Banking (“TD”), the realtor engaged by the Receiver, regarding the process to market for sale the Property (the “Sale Process”) and feedback from interested parties;
- reviewing weekly updates from TD and corresponding with TD in that regard;
- attending a call on October 10, 2023 with TD and Fiera to review and discuss the first round bids;

- corresponding with TD regarding Fiera's requests for certain underwriting information;
- obtaining and reviewing information from Hillsport related to the bistro and health clinic located at the Property, and discussing same with Fiera;
- attending a call on October 12, 2023 with Hillsport to discuss the operations and recent performance of the bistro;
- providing updates to Fiera and A&B regarding the sale process;
- attending a call on October 13, 2023 with TD and Fiera to discuss the second round bids;
- dealing with payroll procedures, including processing payroll;
- reviewing invoices provided by the Partnership for operating expenses, corresponding with vendors and processing payments re same;
- corresponding with Brokerlink Inc. regarding the Partnership's insurance policy renewal;
- corresponding with Canada Revenue Agency regarding HST returns and the Receiver's accounts;
- reviewing information provided by Hillsport, including property management fee calculations and rent collections;
- beginning to prepare a report to Court, in draft;
- maintaining the Receiver's case website;
- convening internal meetings; and
- to all other meetings, correspondence, etc. pertaining to this matter.

Total fees and disbursements per attached time summary	\$ 21,211.44
HST	<u>2,757.49</u>
Total Due	<u><u>\$ 23,968.93</u></u>

KSV Restructuring Inc.
Chancery (Oshawa) The Bartlett Limited Partnership and Chancery (Oshawa) The Barlett GP Inc.

Time Summary

For the period October 1 to 31, 2023

Personnel	Rate (\$)	Hours	Amount (\$)
Robert Kofman	800	8.50	6,800.00
Mitch Vininsky	700	11.70	8,190.00
Meg Ostling	425	12.00	5,100.00
Other staff and administration		5.40	1,095.50
Total Fees		29.10	21,185.50
Add: Out of Pocket Disbursements			
Postage			25.94
Total Fees and Disbursements			21,211.44



ksv advisory inc.

220 Bay Street, Suite 1300

Toronto, Ontario, M5J 2W4

T +1 416 932 6262

F +1 416 932 6266

ksvadvisory.com

INVOICE

Chancery (Oshawa) The Bartlett Limited Partnership and Chancery
(Oshawa) The Barlett GP Inc.
c/o KSV Restructuring Inc.
220 Bay Street, Suite 1300
Toronto, ON M5J 2W4

December 8, 2023

Invoice No: 3394
HST #: 818808768RT0001

**Re: Chancery (Oshawa) The Bartlett Limited Partnership (“Chancery LP”) and
Chancery (Oshawa) The Bartlett GP Inc. (“Chancery GP” and with Chancery LP,
the “Partnership”)**

For professional services rendered in November 2023 by KSV Restructuring Inc. in its capacity as Court-appointed receiver (the “Receiver”) of the Partnership, including:

- corresponding with Aird & Berlis LLP (“A&B”), legal counsel to Fiera FP Real Estate Financing Fund, L.P. (“Fiera”), the Partnership’s senior secured creditor, and Cassels Brock & Blackwell LLP (“Cassels”), legal counsel to the Receiver, concerning these proceedings, as further detailed below;
- corresponding with Hillsport Management Inc. (“Hillsport”) regarding operational issues at the Partnership’s property located at 550 Bond Street West, Oshawa (the “Property”), including maintenance, management fees, rent collection and construction reports;
- corresponding with TD Canada Trust to transfer funds from the Partnership’s bank account to the Receiver’s bank account;
- obtaining and reviewing information from Hillsport related to the bistro and health clinic located at the Property, and discussing same with Fiera;
- dealing with payroll procedures, including processing payroll;
- reviewing invoices provided by the Partnership for operating expenses, corresponding with vendors and processing payments re same;
- corresponding with Brokerlink Inc., the Partnership’s insurance agent, regarding the Partnership’s insurance policy renewals;

- corresponding with Canada Revenue Agency regarding HST returns and the Receiver's accounts;
- corresponding with Fiera regarding a potential change in property management and key terms;
- discussing the potential termination of the Partnership's asset management agreement with Chancery Seniors Housing Investments Inc. and corresponding with Fiera re same;
- attending calls on November 2, 10 and 13, 2023 with Fiera regarding operational matters;
- preparing and finalizing the Receiver's First Report to Court dated November 9, 2023 ("First Report");
- corresponding with Cassels and A&B regarding the First Report;
- attending calls on November 8 and 10, 2023 with Colliers Macaulay Nicolls Inc. regarding a potential listing agreement for the health clinic;
- attending calls on November 20 and 24, 2023 with Suske Capital Inc. regarding a potential transaction for the Property;
- reviewing information provided by Hillspport, including property management fee calculations, rent rolls, staffing information, sample lease agreements, and construction reports, and discussing same with Fiera;
- preparing a statement of receipts and disbursements and discussing same with Fiera;
- maintaining the Receiver's case website;
- convening internal meetings; and
- to all other meetings, correspondence, etc. pertaining to this matter.

Total fees and disbursements per attached time summary	\$ 21,680.00
HST	<u>2,818.40</u>
Total Due	<u>\$ 24,498.40</u>

KSV Restructuring Inc.
Chancery (Oshawa) The Bartlett Limited Partnership and Chancery (Oshawa) The Barlett GP Inc.

Time Summary

For the period November 1 to 30, 2023

Personnel	Rate (\$)	Hours	Amount (\$)
Robert Kofman	800	5.00	4,000.00
Mitch Vininsky	700	12.50	8,750.00
Meg Ostling	425	15.75	6,693.75
Other staff and administration		10.85	2,197.75
Total Fees		39.10	21,641.50
Add: Out of Pocket Disbursements			
Postage			38.50
Total Fees and Disbursements			21,680.00



ksv advisory inc.

220 Bay Street, Suite 1300

Toronto, Ontario, M5J 2W4

T +1 416 932 6262

F +1 416 932 6266

ksvadvisory.com

INVOICE

Chancery (Oshawa) The Bartlett Limited Partnership and Chancery
(Oshawa) The Barlett GP Inc.
c/o KSV Restructuring Inc.
220 Bay Street, Suite 1300
Toronto, ON M5J 2W4

January 15, 2024

Invoice No: 3441

HST #: 818808768RT0001

**Re: Chancery (Oshawa) The Bartlett Limited Partnership (“Chancery LP”) and
Chancery (Oshawa) The Bartlett GP Inc. (“Chancery GP” and with Chancery LP, the
“Partnership”)**

For professional services rendered in December 2023 by KSV Restructuring Inc. in its capacity as Court-appointed receiver (the “Receiver”) of the Partnership, including:

- corresponding with Fiera FP Real Estate Financing Fund, L.P. (“Fiera”), the Partnership’s senior secured creditor, concerning these proceedings, as further detailed below;
- corresponding with Hillsport Management Inc. (“Hillsport”) regarding operational issues at the Partnership’s property located at 550 Bond Street West, Oshawa (the “Property”), including maintenance, management fees, rent collection and rent increases;
- corresponding with TD Canada Trust to transfer funds from the Partnership’s bank account to the Receiver’s bank account;
- obtaining and reviewing information from Hillsport related to the Bistro and discussing same with Fiera;
- dealing with payroll procedures, including processing payroll;
- reviewing invoices provided by the Partnership for operating expenses, corresponding with vendors and processing payments re same;
- corresponding with Canada Revenue Agency regarding HST returns and the Receiver’s accounts;
- corresponding with Fiera regarding the management of the Property and potential alternatives to Hillsport;

- attending calls on December 7, 18 and 21, 2023 with Fiera regarding operational and property management matters;
- reviewing property management proposals and discussing same with Fiera;
- corresponding with a leasing consultant regarding the Bistro and discussing same with Fiera;
- attending a call on December 21, 2023 with Fiera and Cogir Senior Living Canada, a property manager, regarding its management services proposal;
- reviewing a transfer form from an investor in Chancery LP regarding a request to transfer holdings to another individual;
- reviewing information provided by Hillspport, including property management fee calculations, rent rolls, and financial information;
- maintaining the Receiver's case website;
- convening internal meetings; and
- to all other meetings, correspondence, etc. pertaining to this matter.

Total fees and disbursements per attached time summary	\$ 13,311.61
HST	<u>1,730.51</u>
Total Due	<u><u>\$ 15,042.12</u></u>

KSV Restructuring Inc.
Chancery (Oshawa) The Bartlett Limited Partnership and Chancery (Oshawa) The Barlett GP Inc.

Time Summary

For the period December 1 to 31, 2023

Personnel	Rate (\$)	Hours	Amount (\$)
Robert Kofman	800	5.60	4,480.00
Mitch Vininsky	700	4.40	3,080.00
Meg Ostling	425	11.00	4,675.00
Other staff and administration		5.30	1,069.25
Total Fees		20.70	13,304.25
Total Disbursements (postage)			7.36
Total Fees and Disbursements			<u>13,311.61</u>



ksv advisory inc.

220 Bay Street, Suite 1300

Toronto, Ontario, M5J 2W4

T +1 416 932 6262

F +1 416 932 6266

ksvadvisory.com

INVOICE

Chancery (Oshawa) The Bartlett Limited Partnership and Chancery
(Oshawa) The Barlett GP Inc.
c/o KSV Restructuring Inc.
220 Bay Street, Suite 1300
Toronto, ON M5J 2W4

February 7, 2024

Invoice No: 3475
HST #: 818808768RT0001

**Re: Chancery (Oshawa) The Bartlett Limited Partnership (“Chancery LP”) and
Chancery (Oshawa) The Bartlett GP Inc. (“Chancery GP” and with Chancery LP, the
“Partnership”)**

For professional services rendered in January 2024 by KSV Restructuring Inc. in its capacity as Court-appointed receiver (the “Receiver”) of the Partnership, including:

- corresponding with Fiera FP Real Estate Financing Fund, L.P. (“Fiera”), the Partnership’s senior secured creditor, concerning these proceedings, as further detailed below;
- corresponding with Hillsport Management Inc. (“Hillsport”) regarding operational issues at the Partnership’s property located at 550 Bond Street West, Oshawa (the “Property”), including maintenance, management fees, rent collection and rent increases;
- corresponding with TD Canada Trust to transfer funds from the Partnership’s bank account to the Receiver’s bank account;
- obtaining and reviewing information from Hillsport related to the Bistro and discussing same with Fiera;
- dealing with payroll procedures, including processing payroll;
- reviewing invoices provided by the Partnership for operating expenses, corresponding with vendors and processing payments re same;
- corresponding with Canada Revenue Agency regarding HST returns and the Receiver’s accounts;
- corresponding with Fiera regarding the management of the Property and potential alternatives to Hillsport;

- attending a call on January 3, 2024 with Suske Capital regarding their proposal for the Property;
- following up with Suske Capital regarding its interest in the Property;
- attending a call on January 10, 2024 with Fiera regarding operational and property management matters;
- reviewing property management proposals and discussing same with Fiera;
- conducting a tour at the Property on January 26, 2024 with an interested party, and discussing same with Fiera;
- corresponding with Suske Capital regarding a request form from an investor in Chancery LP to transfer holdings to another individual;
- reviewing information provided by Hillspport, including property management fee calculations, rent rolls, and financial information;
- maintaining the Receiver’s case website;
- convening internal meetings; and
- to all other meetings, correspondence, etc. pertaining to this matter.

Total fees and disbursements per attached time summary	\$ 20,028.42
HST	<u>2,603.69</u>
Total Due	\$ <u><u>22,632.11</u></u>

KSV Restructuring Inc.
Chancery (Oshawa) The Bartlett Limited Partnership and Chancery (Oshawa) The Barlett GP Inc.

Time Summary

For the period January 1 to 31, 2024

Personnel	Rate (\$)	Hours	Amount (\$)
Robert Kofman	850	5.10	4,335.00
Mitch Vininsky	750	4.70	3,525.00
Meg Ostling	475	22.75	10,806.25
Other staff and administration		6.05	1,361.25
Total Fees		33.50	20,027.50
Total Disbursements (postage)			0.92
Total Fees and Disbursements			<u>20,028.42</u>



ksv advisory inc.

220 Bay Street, Suite 1300

Toronto, Ontario, M5J 2W4

T +1 416 932 6262

F +1 416 932 6266

ksvadvisory.com

INVOICE

Chancery (Oshawa) The Bartlett Limited Partnership and Chancery
(Oshawa) The Barlett GP Inc.
c/o KSV Restructuring Inc.
220 Bay Street, Suite 1300
Toronto, ON M5J 2W4

March 15, 2024

Invoice No: 3551

HST #: 818808768RT0001

**Re: Chancery (Oshawa) The Bartlett Limited Partnership (“Chancery LP”) and
Chancery (Oshawa) The Bartlett GP Inc. (“Chancery GP” and with Chancery LP, the
“Partnership”)**

For professional services rendered in February 2024 by KSV Restructuring Inc. in its capacity as Court-appointed receiver (the “Receiver”) of the Partnership, including:

- corresponding with Fiera FP Real Estate Financing Fund, L.P. (“Fiera”), the Partnership’s senior secured creditor, concerning these proceedings, as further detailed below;
- corresponding with Hillsport Management Inc. (“Hillsport”) regarding operational issues at the Partnership’s property located at 550 Bond Street West, Oshawa (the “Property”), including maintenance, management fees and rent collection;
- corresponding with TD Canada Trust to transfer funds from the Partnership’s bank account to the Receiver’s bank account;
- obtaining and reviewing information from Hillsport related to the Bistro and discussing same with Fiera;
- corresponding with TD Real Estate Investment Banking, the realtor engaged by the Receiver, regarding an inquiry from a party interested in the Property;
- dealing with payroll procedures, including processing payroll;
- reviewing invoices provided by the Partnership for operating expenses, corresponding with vendors and processing payments re same;
- corresponding with Canada Revenue Agency regarding HST returns and the Receiver’s accounts;

- reviewing property management proposals and discussing same with Fiera;
- Preparing a statement of receipts and disbursements for the purpose of making a distribution to Fiera;
- reviewing information provided by Hillsport, including property management fee calculations, rent rolls, employment contracts, and financial information;
- maintaining the Receiver's case website;
- convening internal meetings; and
- to all other meetings, correspondence, etc. pertaining to this matter.

Total fees and disbursements per attached time summary	\$	12,569.88
HST		<u>1,634.08</u>
Total Due	\$	<u>14,203.96</u>

KSV Restructuring Inc.
Chancery (Oshawa) The Bartlett Limited Partnership and Chancery (Oshawa) The Barlett GP Inc.

Time Summary

For the period February 1 to 29, 2024

Personnel	Rate (\$)	Hours	Amount (\$)
Robert Kofman	850	3.40	2,890.00
Mitch Vininsky	750	3.70	2,775.00
Meg Ostling	475	13.35	6,341.25
Other staff and administration		2.65	531.25
Total Fees		19.70	12,537.50
Add: Out of Pocket Disbursements			
Postage			32.38
Total Fees and Disbursements			<u>12,569.88</u>



ksv advisory inc.

220 Bay Street, Suite 1300

Toronto, Ontario, M5J 2W4

T +1 416 932 6262

F +1 416 932 6266

ksvadvisory.com

INVOICE

Chancery (Oshawa) The Bartlett Limited Partnership and Chancery
(Oshawa) The Barlett GP Inc.
c/o KSV Restructuring Inc.
220 Bay Street, Suite 1300
Toronto, ON M5J 2W4

April 8, 2024

Invoice No: 3605

HST #: 818808768RT0001

**Re: Chancery (Oshawa) The Bartlett Limited Partnership (“Chancery LP”) and
Chancery (Oshawa) The Bartlett GP Inc. (“Chancery GP” and with Chancery LP, the
“Partnership”)**

For professional services rendered in March 2024 by KSV Restructuring Inc. in its capacity as Court-appointed receiver (the “Receiver”) of the Partnership, including:

- corresponding with Fiera FP Real Estate Financing Fund, L.P. (“Fiera”), the Partnership’s senior secured creditor, concerning these proceedings, as further detailed below;
- corresponding with Hillsport Management Inc. (“Hillsport”) regarding operational issues at the Partnership’s property located at 550 Bond Street West, Oshawa (the “Property”), including maintenance, management fees and rent collection;
- corresponding with TD Canada Trust to transfer funds from the Partnership’s bank account to the Receiver’s bank account;
- obtaining and reviewing information from Hillsport related to the Bistro and discussing same with Fiera;
- corresponding with TD Real Estate Investment Banking, the realtor engaged by the Receiver, regarding the process to market for sale the Property and feedback from interested parties;
- dealing with payroll procedures, including processing payroll;
- reviewing invoices provided by the Partnership for operating expenses, corresponding with vendors and processing payments re same;
- corresponding with Canada Revenue Agency regarding HST returns and the Receiver’s accounts;

- corresponding with Fiera regarding the property management of the Property;
- preparing a statement of receipts and disbursements for the purpose of making a distribution to Fiera;
- preparing and finalizing an Interim Report of Receiver dated March 6, 2024 as required pursuant to Subsection 246(2) of the Bankruptcy and Insolvency Act;
- reviewing information provided by Hillsport, including property management fee calculations, rent rolls, employment contracts, and financial information;
- maintaining the Receiver’s case website;
- convening internal meetings; and
- to all other meetings, correspondence, etc. pertaining to this matter.

Total fees and disbursements per attached time summary	\$ 11,289.05
HST	<u>1,467.58</u>
Total Due	\$ <u>12,756.63</u>

KSV Restructuring Inc.
Chancery (Oshawa) The Bartlett Limited Partnership and Chancery (Oshawa) The Barlett GP Inc.

Time Summary

For the period March 1 to 31, 2024

Personnel	Rate (\$)	Hours	Amount (\$)
Robert Kofman	850	1.60	1,360.00
Mitch Vininsky	750	4.60	3,450.00
Meg Ostling	475	11.25	5,343.75
Other staff and administration		4.90	978.00
Total Fees		20.75	11,131.75
Add: Out of Pocket Disbursements			
Postage			3.68
Travel			153.62
Total Disbursements			157.30
Total Fees and Disbursements			11,289.05



ksw advisory inc.

220 Bay Street, Suite 1300

Toronto, Ontario, M5J 2W4

T +1 416 932 6262

F +1 416 932 6266

ksvadvisory.com

INVOICE

Chancery (Oshawa) The Bartlett Limited Partnership and Chancery
(Oshawa) The Barlett GP Inc.
c/o KSV Restructuring Inc.
220 Bay Street, Suite 1300
Toronto, ON M5J 2W4

May 14, 2024

Invoice No: 3658

HST #: 818808768RT0001

**Re: Chancery (Oshawa) The Bartlett Limited Partnership (“Chancery LP”) and
Chancery (Oshawa) The Bartlett GP Inc. (“Chancery GP” and with Chancery LP, the
“Partnership”)**

For professional services rendered in April 2024 by KSV Restructuring Inc. in its capacity as Court-appointed receiver (the “Receiver”) of the Partnership, including:

- corresponding with Fiera FP Real Estate Financing Fund, L.P. (“Fiera”), the Partnership’s senior secured creditor, concerning these proceedings, as further detailed below;
- corresponding with Hillsport Management Inc. (“Hillsport”) regarding operational issues at the Partnership’s property located at 550 Bond Street West, Oshawa (the “Property”), including maintenance, management fees and rent collection;
- corresponding with TD Canada Trust to transfer funds from the Partnership’s bank account to the Receiver’s bank account;
- processing payroll;
- preparing a 6-month analysis of the increase in rental revenue per unit and vacancy rates;
- corresponding with Suske Capital regarding an update on building operations, status of the medical office space (the “Clinic”), status of the bistro, and tax issues;
- corresponding with Fiera regarding a new property manager for the Property;
- reviewing a property management agreement for a new property manager and discussing same with Fiera and Cassels Brock & Blackwell LLP, the Receiver’s legal counsel;

- corresponding with Colliers MaCaulay Nicolls Inc (“Colliers”) regarding prospective tenants to lease the Clinic;
- reviewing and executing a listing agreement with Colliers to market the Clinic for lease;
- reviewing Colliers’ marketing materials for the Clinic;
- corresponding with Chancery Seniors Housing Investments Inc. regarding an offer it submitted for the Property and discussing same with Fiera;
- reviewing invoices provided by the Partnership for operating expenses, corresponding with vendors and processing payments re same;
- corresponding with Canada Revenue Agency regarding HST filings and filing same;
- preparing a statement of receipts and disbursements for the purpose of making a distribution to Fiera;
- reviewing information provided by Hillspport, including property management fee calculations, rent rolls, and financial information;
- maintaining the Receiver’s case website;
- convening internal meetings; and
- to all other meetings, correspondence, etc. pertaining to this matter.

Total fees and disbursements per attached time summary	\$ 16,985.44
HST	<u>2,208.11</u>
Total Due	<u><u>\$ 19,193.55</u></u>

KSV Restructuring Inc.
Chancery (Oshawa) The Bartlett Limited Partnership and Chancery (Oshawa) The Barlett GP Inc.

Time Summary

For the period April 1 to 30, 2024

Personnel	Rate (\$)	Hours	Amount (\$)
Robert Kofman	850	4.40	3,740.00
Mitch Vininsky	750	9.70	7,275.00
Meg Ostling	475	10.50	4,987.50
Other staff and administration		4.70	976.50
Total Fees		24.90	16,979.00
Add: Out of Pocket Disbursements			
Postage			6.44
Total Fees and Disbursements			<u>16,985.44</u>



ksw advisory inc.

220 Bay Street, Suite 1300

Toronto, Ontario, M5J 2W4

T +1 416 932 6262

F +1 416 932 6266

ksvadvisory.com

INVOICE

Chancery (Oshawa) The Bartlett Limited Partnership and Chancery
(Oshawa) The Barlett GP Inc.
c/o KSV Restructuring Inc.
220 Bay Street, Suite 1300
Toronto, ON M5J 2W4

June 10, 2024

Invoice No: 3696

HST #: 818808768RT0001

Re: Chancery (Oshawa) The Bartlett Limited Partnership (“Chancery LP”) and Chancery (Oshawa) The Bartlett GP Inc. (“Chancery GP” and with Chancery LP, the “Partnership”)

For professional services rendered in May 2024 by KSV Restructuring Inc. in its capacity as Court-appointed receiver (the “Receiver”) of the Partnership, including:

- corresponding with Fiera FP Real Estate Financing Fund, L.P. (“Fiera”), the Partnership’s senior secured creditor, concerning these proceedings, as further detailed below;
- corresponding with Hillsport Management Inc. (“Hillsport”) regarding operational issues at the Partnership’s property located at 550 Bond Street West, Oshawa (the “Property”), including maintenance, management fees and rent collection;
- corresponding with TD Canada Trust to transfer funds from the Partnership’s bank account to the Receiver’s bank account;
- processing payroll and dealing with various employee issues;
- corresponding with an interested party (the “Interested Party”) regarding an offer it submitted for the Property
- attending a call on May 3, 2024 with Fiera to discuss the offer from the Interested Party;
- corresponding with the Interested Party regarding its financing condition;
- corresponding with Fiera regarding a new property manager for the Property;

- reviewing several versions of a new property management agreement for the Property and discussing same with Fiera and Cassels Brock & Blackwell LLP (“Cassels”), the Receiver’s legal counsel;
- attending a call on May 21, 2024 with Cassels to discuss the property management agreement;
- corresponding with the proposed property manager regarding transition issues and operations of the bistro located at the Property;
- attending a call on May 24, 2024 with Cassels, the new property manager and its counsel to discuss the property management agreement;
- corresponding with Colliers McCaulay Nicolls Inc (“Colliers”), the realtor engaged by the Receiver to lease the vacant medical clinic at the Property;
- corresponding with the Partnership’s architect regarding CAD drawings for the Property, including the clinic;
- reviewing and commenting on an Offer to Lease for the clinic;
- attending a call on May 31, 2024 with Colliers and Fiera to discuss the Offer to Lease;
- reviewing invoices provided by the Partnership for operating expenses, corresponding with vendors and processing payments re same;
- corresponding with Canada Revenue Agency regarding HST filings and filing same;
- preparing a statement of receipts and disbursements for the purpose of making a distribution to Fiera;
- reviewing information provided by Hillspport, including property management fee calculations, rent rolls, and financial information;
- coordinating tours with interested parties at the Property;
- maintaining the Receiver’s case website;
- convening internal meetings; and
- to all other meetings, correspondence, etc. pertaining to this matter.

Total fees and disbursements per attached time summary	\$ 17,725.15
HST	<u>2,304.27</u>
Total Due	<u>\$ 20,029.42</u>

KSV Restructuring Inc.
Chancery (Oshawa) The Bartlett Limited Partnership and Chancery (Oshawa) The Barlett GP Inc.

Time Summary

For the period May 1 to 31, 2024

Personnel	Rate (\$)	Hours	Amount (\$)
Robert Kofman	850	4.80	4,080.00
Mitch Vininsky	750	10.70	8,025.00
Meg Ostling	475	9.75	4,631.25
Other staff and administration		4.70	973.50
Total Fees		25.15	17,709.75
Total Disbursements (postage)			15.40
Total Fees and Disbursements			<u>17,725.15</u>



ksv advisory inc.

220 Bay Street, Suite 1300

Toronto, Ontario, M5J 2W4

T +1 416 932 6262

F +1 416 932 6266

ksvadvisory.com

INVOICE

Chancery (Oshawa) The Bartlett Limited Partnership and Chancery
(Oshawa) The Barlett GP Inc.
c/o KSV Restructuring Inc.
220 Bay Street, Suite 1300
Toronto, ON M5J 2W4

July 9, 2024

Invoice No: 3763

HST #: 818808768RT0001

**Re: Chancery (Oshawa) The Bartlett Limited Partnership (“Chancery LP”) and
Chancery (Oshawa) The Bartlett GP Inc. (“Chancery GP” and with Chancery LP, the
“Partnership”)**

For professional services rendered in June 2024 by KSV Restructuring Inc. in its capacity as Court-appointed receiver (the “Receiver”) of the Partnership, including:

- corresponding with Fiera FP Real Estate Financing Fund, L.P. (“Fiera”), the Partnership’s senior secured creditor, concerning these proceedings, as further detailed below;
- corresponding with Hillsport Management Inc. (“Hillsport”) regarding operational issues at the Partnership’s property located at 550 Bond Street West, Oshawa (the “Property”), including maintenance, management fees and rent collection;
- corresponding with TD Canada Trust (“TD”) to transfer funds from the Partnership’s bank account to the Receiver’s bank account;
- processing payroll and dealing with various employee issues;
- preparing a statement of receipts and disbursements for the purpose of making a distribution to Fiera;
- corresponding with Zeifmans LLP, the accounting firm engaged by Hillsport, regarding the preparation of the 2022 financial statements and tax return;
- corresponding with an interested party regarding an offer it submitted for the Property;
- corresponding with Fiera regarding a new property manager for the Property;
- reviewing several versions of a new property management agreement for the Property and discussing same with Fiera and Cassels Brock & Blackwell LLP (“Cassels”), the Receiver’s legal counsel;

- finalizing a property management agreement with Brightwater Senior Living Group, LLC (“Brightwater”);
- corresponding extensively with Brightwater regarding transition issues and operations of the bistro located at the Property, including attending calls on June 6, 7 and 24, 2024;
- reviewing and commenting on an Offer to Lease for the clinic;
- attending a call on June 7, 2024 with Fiera to discuss the Offer to Lease;
- corresponding with Cassels regarding the termination of the existing property management agreement and bistro lease;
- corresponding and attending a call on June 18, 2024 with Hillspport regarding the property management transition and termination of the existing property management agreement and bistro lease;
- corresponding with TD to provide access to Brightwater to deposit rent cheques;
- meeting on June 19 and 20, 2024 with Brightwater and employees of the Partnership at the Property to discuss the transition;
- corresponding with Colliers MaCaulay Nicolls Inc (“Colliers”), the realtor engaged by the Receiver to lease the vacant medical clinic at the Property;
- reviewing financial information provided by Colliers for an affiliate of the party that submitted the Offer to Lease;
- reviewing invoices provided by the Partnership for operating expenses, corresponding with vendors and processing payments re same;
- corresponding with Canada Revenue Agency regarding HST filings;
- reviewing information provided by Hillspport, including property management fee calculations, rent rolls, employee documentation and financial information;
- coordinating tours with interested parties at the Property;
- maintaining the Receiver’s case website;
- convening internal meetings; and
- to all other meetings, correspondence, etc. pertaining to this matter.

Total fees and disbursements per attached time summary	\$ 29,017.03
HST	3,772.21
Total Due	\$ <u>32,789.24</u>

KSV Restructuring Inc.
Chancery (Oshawa) The Bartlett Limited Partnership and Chancery (Oshawa) The Barlett GP Inc.

Time Summary

For the period June 1 to 30, 2024

Personnel	Rate (\$)	Hours	Amount (\$)
Robert Kofman	850	3.90	3,315.00
Mitch Vininsky	750	14.30	10,725.00
Meg Ostling	475	23.80	11,305.00
Other staff and administration		9.05	3,650.75
Total Fees		47.15	28,995.75
Add: Out of Pocket Disbursements			
Postage			21.28
Total Fees and Disbursements			<u>29,017.03</u>



ksv advisory inc.

220 Bay Street, Suite 1300

Toronto, Ontario, M5J 2W4

T +1 416 932 6262

F +1 416 932 6266

ksvadvisory.com

INVOICE

Chancery (Oshawa) The Bartlett Limited Partnership and Chancery
(Oshawa) The Barlett GP Inc.
c/o KSV Restructuring Inc.
220 Bay Street, Suite 1300
Toronto, ON M5J 2W4

August 14, 2024

Invoice No: 3847

HST #: 818808768RT0001

**Re: Chancery (Oshawa) The Bartlett Limited Partnership (“Chancery LP”) and
Chancery (Oshawa) The Bartlett GP Inc. (“Chancery GP” and with Chancery LP, the
“Partnership”)**

For professional services rendered in July 2024 by KSV Restructuring Inc. in its capacity as Court-appointed receiver (the “Receiver”) of the Partnership, including:

- corresponding with Fiera FP Real Estate Financing Fund, L.P. (“Fiera”), the Partnership’s senior secured creditor, concerning these proceedings, as further detailed below;
- corresponding with Hillspport Management Inc. (“Hillspport”) to transition property management of the Partnership’s property located at 550 Bond Street West, Oshawa (the “Property”);
- corresponding extensively with Brightwater Senior Living Group, LLC (“Brightwater”), the firm engaged as the new property manager of the Property, regarding transition issues and operations of the bistro located at the Property, including attending a call on July 8, 2024;
- corresponding with Fiera regarding Brightwater’s transition;
- corresponding with Cassels Brock & Blackwell LLP (“Cassels”), the Receiver’s legal counsel, regarding various issues, including property management and leasing the vacant medical clinic at the Property (the “Clinic”);
- corresponding with TD Canada Trust (“TD”) to transfer funds from the Partnership’s bank account to the Receiver’s bank account;
- corresponding with Zeifmans LLP, the accounting firm engaged by Hillspport, regarding the preparation of the 2022 financial statements and tax return;

- processing payroll and dealing with various employee issues;
- preparing a statement of receipts and disbursements for the purpose of making a distribution to Fiera;
- reviewing and finalizing an amendment to the Offer to Lease of the Clinic;
- reviewing and commenting on a draft lease agreement for the Clinic and corresponding with Cassels in that regard;
- corresponding with TD to provide access to Brightwater to view transaction details;
- corresponding with Colliers MaCaulay Nicolls Inc., the realtor engaged by the Receiver to lease the Clinic;
- reviewing invoices provided by Brightwater for operating expenses, corresponding with vendors and processing payments re same;
- maintaining the Receiver's case website;
- convening internal meetings; and
- to all other meetings, correspondence, etc. pertaining to this matter.

Total fees and disbursements per attached time summary	\$ 21,937.99
HST	2,851.94
Total Due	\$ <u>24,789.93</u>

KSV Restructuring Inc.
Chancery (Oshawa) The Bartlett Limited Partnership and Chancery (Oshawa) The Barlett GP Inc.

Time Summary

For the period July 1 to 31, 2024

Personnel	Rate (\$)	Hours	Amount (\$)
Robert Kofman	850	4.90	4,165.00
Mitch Vininsky	750	9.50	7,125.00
Meg Ostling	475	18.70	8,882.50
Other staff and administration		6.20	1,209.00
Total Fees		34.40	21,381.50
Add: Out of Pocket Disbursements			
Postage			24.22
Travel			532.27
Total Disbursements			556.49
Total Fees and Disbursements			21,937.99



ksv advisory inc.

220 Bay Street, Suite 1300

Toronto, Ontario, M5J 2W4

T +1 416 932 6262

F +1 416 932 6266

ksvadvisory.com

INVOICE

Chancery (Oshawa) The Bartlett Limited Partnership and Chancery
(Oshawa) The Barlett GP Inc.
c/o KSV Restructuring Inc.
220 Bay Street, Suite 1300
Toronto ON M5J 2W4

September 9, 2024

Invoice No: 3888

HST #: 818808768RT0001

**Re: Chancery (Oshawa) The Bartlett Limited Partnership (“Chancery LP”) and
Chancery (Oshawa) The Bartlett GP Inc. (“Chancery GP” and with Chancery LP, the
“Partnership”)**

For professional services rendered in August 2024 by KSV Restructuring Inc. in its capacity as Court-appointed receiver (the “Receiver”) of the Partnership, including:

- corresponding with Fiera FP Real Estate Financing Fund, L.P. (“Fiera”), the Partnership’s senior secured creditor, concerning these proceedings, as further detailed below;
- corresponding with Hillsport Management Inc. (“Hillsport”) to transition property management of the Partnership’s property located at 550 Bond Street West, Oshawa (the “Property”);
- corresponding extensively with Brightwater Senior Living Group, LLC (“Brightwater”), the firm engaged as the new property manager of the Property, regarding transition issues and operations of the bistro located at the Property (the “Bistro”), including attending calls on August 12, 14 and 15, 2024;
- corresponding with Fiera regarding Brightwater’s transition;
- corresponding with Cassels Brock & Blackwell LLP (“Cassels”), the Receiver’s legal counsel, regarding various issues, including property management, bistro collections, and leasing the vacant medical clinic at the Property (the “Clinic”);
- corresponding with TD Canada Trust (“TD”) to transfer funds from the Partnership’s bank account to the Receiver’s bank account;
- corresponding with Zeifmans LLP, the accounting firm engaged by Hillsport, regarding the preparation of the 2022 and 2023 financial statements and tax returns;

- processing payroll and dealing with various employee issues;
- reviewing a letter to Hillspport prepared by Cassels regarding the return of funds Hillspport collected for the Bistro;
- preparing a statement of receipts and disbursements for the purpose of making a distribution to Fiera;
- corresponding with TD Real Estate Investment Banking, the realtor engaged by the Receiver, regarding due diligence requests from interested parties;
- attending a call on August 15, 2024 with an interest party and discussing same with Fiera;
- responding to information requests from an interested party;
- finalizing a lease for the Clinic and corresponding with Cassels in that regard;
- corresponding with Colliers MaCaulay Nicolls Inc., the realtor engaged by the Receiver to lease the Clinic, regarding all aspects of the Clinic Lease;
- reviewing comments from the tenant of the Clinic regarding the Clinic Lease;
- corresponding with TD to provide access to Brightwater to view online bank account transaction details;
- reviewing invoices provided by Brightwater for operating expenses, corresponding with vendors and processing payments re same;
- convening internal meetings; and
- to all other meetings, correspondence, etc. pertaining to this matter.

Total fees and disbursements per attached time summary	\$ 25,628.01
HST	3,331.64
Total Due	\$ <u><u>28,959.65</u></u>

KSV Restructuring Inc.
Chancery (Oshawa) The Bartlett Limited Partnership and Chancery (Oshawa) The Barlett GP Inc.

Time Summary

For the period August 1 to 31, 2024

Personnel	Rate (\$)	Hours	Amount (\$)
Robert Kofman	850	6.35	5,397.50
Mitch Vininsky	750	13.00	9,750.00
Meg Ostling	475	16.75	7,956.25
Other staff and administration		11.50	2,491.50
Total Fees		41.25	25,595.25
Add: Out of Pocket Disbursements			
Postage			32.76
Total Fees and Disbursements			<u>25,628.01</u>



ksv advisory inc.

220 Bay Street, Suite 1300

Toronto, Ontario, M5J 2W4

T +1 416 932 6262

F +1 416 932 6266

ksvadvisory.com

INVOICE

Chancery (Oshawa) The Bartlett Limited Partnership and Chancery
(Oshawa) The Barlett GP Inc.
c/o KSV Restructuring Inc.
220 Bay Street, Suite 1300
Toronto ON M5J 2W4

October 10, 2024

Invoice No: 3961

HST #: 818808768RT0001

**Re: Chancery (Oshawa) The Bartlett Limited Partnership (“Chancery LP”) and
Chancery (Oshawa) The Bartlett GP Inc. (“Chancery GP” and with Chancery LP, the
“Partnership”)**

For professional services rendered in September 2024 by KSV Restructuring Inc. in its capacity as Court-appointed receiver (the “Receiver”) of the Partnership, including:

- corresponding with Fiera FP Real Estate Financing Fund, L.P. (“Fiera”), the Partnership’s senior secured creditor, concerning these proceedings, as further detailed below;
- corresponding extensively with Brightwater Senior Living Group, LLC (“Brightwater”), the manager of the Partnership’s property located at 550 Bond Street West, Oshawa (the “Property”), related to operational matters and the bistro located at the Property (the “Bistro”);
- corresponding with Hillspport Management Inc., the former property manager, regarding transition issues;
- corresponding with Fiera regarding Brightwater’s transition;
- corresponding with Cassels Brock & Blackwell LLP, the Receiver’s legal counsel, regarding the lease for the vacant medical clinic at the Property (the “Clinic”);
- corresponding with Zeifmans LLP, the Partnership’s tax advisor, regarding the preparation of the 2023 financial statements and tax returns;
- processing payroll and dealing with various employee issues;
- preparing a statement of receipts and disbursements for the purpose of making a distribution to Fiera;

- corresponding with Brokerlink Inc., the Partnership’s insurance broker, regarding the Partnership’s commercial and general liability insurance policy renewal, and discussing same with Brightwater;
- corresponding with TD Real Estate Investment Banking, the realtor engaged by the Receiver, regarding due diligence requests from interested parties;
- responding to information requests from an interested party;
- corresponding with Colliers MaCaulay Nicolls Inc., the realtor engaged by the Receiver to lease the Clinic, regarding all aspects of the sublease of the Clinic;
- corresponding with TD Canada Trust regarding bank account transaction details;
- reviewing invoices provided by Brightwater for operating expenses, corresponding with vendors and processing payments re same;
- attending a call with Fiera on September 30, 2024 to discuss the Partnership’s operations and annual rent increase to its residents;
- corresponding with various utility providers;
- convening internal meetings; and
- to all other meetings, correspondence, etc. pertaining to this matter.

Total fees and disbursements per attached time summary	\$ 13,341.96
HST	<u>1,734.45</u>
Total Due	<u><u>\$ 15,076.41</u></u>

KSV Restructuring Inc.
Chancery (Oshawa) The Bartlett Limited Partnership and Chancery (Oshawa) The Barlett GP Inc.

Time Summary

For the period September 1 to 30, 2024

Personnel	Rate (\$)	Hours	Amount (\$)
Robert Kofman	850	2.00	1,700.00
Mitch Vininsky	750	4.20	3,150.00
Meg Ostling	475	14.40	6,840.00
Other staff and administration		7.90	1,650.00
Total Fees		26.50	13,340.00
Add: Out of Pocket Disbursements(postage)			1.96
Total Fees and Disbursements			13,341.96



ksv advisory inc.

220 Bay Street, Suite 1300

Toronto, Ontario, M5J 2W4

T +1 416 932 6262

F +1 416 932 6266

ksvadvisory.com

INVOICE

Chancery (Oshawa) The Bartlett Limited Partnership and Chancery
(Oshawa) The Barlett GP Inc.
c/o KSV Restructuring Inc.
220 Bay Street, Suite 1300
Toronto, ON M5J 2W4

November 13, 2024

Invoice No: 4037

HST #: 818808768RT0001

**Re: Chancery (Oshawa) The Bartlett Limited Partnership (“Chancery LP”) and
Chancery (Oshawa) The Bartlett GP Inc. (“Chancery GP” and with Chancery LP, the
“Partnership”)**

For professional services rendered in October 2024 by KSV Restructuring Inc. in its capacity as Court-appointed receiver (the “Receiver”) of the Partnership, including:

- corresponding with Fiera FP Real Estate Financing Fund, L.P. (“Fiera”), the Partnership’s senior secured creditor, concerning these proceedings, as further detailed below;
- corresponding with Brightwater Senior Living Group, LLC (“Brightwater”), the manager of the Partnership’s property located at 550 Bond Street West, Oshawa (the “Property”), regarding operational matters and the bistro located at the Property;
- corresponding with Fiera regarding Brightwater’s activities;
- corresponding with TD Real Estate Investment Banking (“TD”), the realtor engaged by the Receiver, regarding due diligence requests from interested parties;
- attending a call with Fiera and TD on October 7, 2024 to discuss an updated valuation and strategy for the Property;
- corresponding with Zeifmans LLP, the Partnership’s tax advisor, regarding the preparation of the 2023 financial statements and tax returns;
- processing payroll and dealing with various employee issues;
- preparing a statement of receipts and disbursements for the purpose of making a distribution to Fiera;

- corresponding with Brokerlink Inc., the Partnership's insurance broker, regarding the Partnership's commercial and general liability insurance policy renewal, and discussing same with Brightwater;
- responding to information requests from an interested party;
- corresponding with the Canada Revenue Agency regarding the Partnership's HST and payroll accounts;
- reviewing invoices provided by Brightwater for operating expenses, corresponding with vendors and processing payments re same;
- corresponding with various utility providers;
- convening internal meetings; and
- to all other meetings, correspondence, etc. pertaining to this matter.

Total fees and disbursements per attached time summary	\$	13,267.43
HST		<u>1,724.77</u>
Total Due	\$	<u>14,992.20</u>

KSV Restructuring Inc.
Chancery (Oshawa) The Bartlett Limited Partnership and Chancery (Oshawa) The Barlett GP Inc.

Time Summary

For the period October 1 to 31, 2024

Personnel	Rate (\$)	Hours	Amount (\$)
Robert Kofman	850	2.25	1,912.50
Mitch Vininsky	750	5.00	3,750.00
Meg Ostling	475	11.50	5,462.50
Other staff and administration		10.55	2,126.75
Total Fees		27.05	13,251.75
Total Disbursements (postage)			15.68
Total Fees and Disbursements			13,267.43



ksv advisory inc.

220 Bay Street, Suite 1300

Toronto, Ontario, M5J 2W4

T +1 416 932 6262

F +1 416 932 6266

ksvadvisory.com

INVOICE

Chancery (Oshawa) The Bartlett Limited Partnership and Chancery
(Oshawa) The Barlett GP Inc.
c/o KSV Restructuring Inc.
220 Bay Street, Suite 1300
Toronto, ON M5J 2W4

December 9, 2024

Invoice No: 4090
HST #: 818808768RT0001

**Re: Chancery (Oshawa) The Bartlett Limited Partnership (“Chancery LP”) and
Chancery (Oshawa) The Bartlett GP Inc. (“Chancery GP” and with Chancery LP, the
“Partnership”)**

For professional services rendered in November 2024 by KSV Restructuring Inc. in its capacity as Court-appointed receiver (the “Receiver”) of the Partnership, including:

- corresponding with Fiera FP Real Estate Financing Fund, L.P. (“Fiera”), the Partnership’s senior secured creditor, concerning these proceedings, as further detailed below;
- corresponding with Brightwater Senior Living Group, LLC (“Brightwater”), the manager of the Partnership’s property located at 550 Bond Street West, Oshawa (the “Property”), regarding operational matters and the bistro located at the Property;
- corresponding with Fiera regarding Brightwater’s activities;
- attending a call with Fiera and Brightwater on November 1, 2024 regarding rental rate increases;
- corresponding with TD Real Estate Investment Banking (“TD”), the realtor engaged by the Receiver, regarding due diligence requests from interested parties;
- attending a call with Fiera on November 6, 2024 regarding due diligence requests from interested parties;
- corresponding with Zeifmans LLP, the Partnership’s tax advisor, regarding the preparation of the 2023 financial statements and tax returns;
- processing payroll and dealing with various employee issues;

- preparing a statement of receipts and disbursements for the purpose of making a distribution to Fiera;
- corresponding with Brokerlink Inc., the Partnership’s insurance broker, regarding the Partnership’s commercial and general liability insurance policy renewal, and discussing same with Brightwater;
- responding to information requests from an interested party;
- corresponding with the Canada Revenue Agency regarding the Partnership’s HST and payroll accounts;
- corresponding with Fiera and Brightwater regarding changes to employees’ benefit packages;
- attending a call with Fiera and TD on November 26, 2024 to discuss an updated valuation and strategy for the Property;
- reviewing invoices provided by Brightwater for operating expenses, corresponding with vendors and processing payments re same;
- corresponding with various utility providers;
- convening internal meetings; and
- to all other meetings, correspondence, etc. pertaining to this matter.

Total fees and disbursements per attached time summary	\$ 18,152.92
HST	<u>2,359.88</u>
Total Due	<u><u>\$ 20,512.80</u></u>

KSV Restructuring Inc.
Chancery (Oshawa) The Bartlett Limited Partnership and Chancery (Oshawa) The Barlett GP Inc.

Time Summary

For the period November 1 to 30, 2024

Personnel	Rate (\$)	Hours	Amount (\$)
Robert Kofman	850	2.00	1,700.00
Mitch Vininsky	750	10.20	7,650.00
Meg Ostling	475	15.00	7,125.00
Other staff and administration		8.20	1,653.00
Total Fees		33.40	18,128.00
Add: Out of Pocket Disbursements			
Postage			24.92
Total Fees and Disbursements			<u>18,152.92</u>



ksv advisory inc.

220 Bay Street, Suite 1300

Toronto, Ontario, M5J 2W4

T +1 416 932 6262

F +1 416 932 6266

ksvadvisory.com

INVOICE

Chancery (Oshawa) The Bartlett Limited Partnership and Chancery
(Oshawa) The Barlett GP Inc.
c/o KSV Restructuring Inc.
220 Bay Street, Suite 1300
Toronto, ON M5J 2W4

January 14, 2025

Invoice No: 4149
HST #: 818808768RT0001

**Re: Chancery (Oshawa) The Bartlett Limited Partnership (“Chancery LP”) and
Chancery (Oshawa) The Bartlett GP Inc. (“Chancery GP” and with Chancery LP, the
“Partnership”)**

For professional services rendered in December 2024 by KSV Restructuring Inc. in its capacity as Court-appointed receiver (the “Receiver”) of the Partnership, including:

- corresponding with Fiera FP Real Estate Financing Fund, L.P. (“Fiera”), the Partnership’s senior secured creditor, concerning these proceedings, as further detailed below;
- corresponding with Brightwater Senior Living Group, LLC (“Brightwater”), the manager of the Partnership’s property located at 550 Bond Street West, Oshawa (the “Property”), regarding operational matters and the bistro located at the Property;
- corresponding with Fiera regarding Brightwater’s activities;
- attending a call with Fiera on December 3, 2024 regarding rental rate increases;
- attending a call with Fiera and Brightwater on December 4, 2024 regarding operational matters and rental rate increases;
- corresponding with TD Real Estate Investment Banking (“TD”), the realtor engaged by the Receiver, regarding due diligence requests from interested parties;
- corresponding with Zeifmans LLP, the Partnership’s tax advisor, regarding the preparation of the 2023 financial statements and tax returns;
- processing payroll and dealing with various employee issues;

- preparing a statement of receipts and disbursements for the purpose of making a distribution to Fiera;
- corresponding with Canada Revenue Agency regarding the Partnership's HST and payroll accounts;
- reviewing invoices provided by Brightwater for operating expenses, corresponding with vendors and processing payments re same;
- corresponding with various utility providers;
- convening internal meetings; and
- to all other meetings, correspondence, etc. pertaining to this matter.

Total fees and disbursements per attached time summary	\$	13,235.07
HST		<u>1,720.56</u>
Total Due	\$	<u>14,955.63</u>

KSV Restructuring Inc.
Chancery (Oshawa) The Bartlett Limited Partnership and Chancery (Oshawa) The Barlett GP Inc.

Time Summary

For the period December 1 to 31, 2024

Personnel	Rate (\$)	Hours	Amount (\$)
Robert Kofman	850	1.50	1,275.00
Mitch Vininsky	750	4.50	3,375.00
Meg Ostling	475	3.00	1,425.00
Martin Kotic	450	10.50	4,725.00
Other staff and administration		9.15	2,426.25
Total Fees		28.65	13,226.25
Total Disbursements (postage)			8.82
Total Fees and Disbursements			<u>13,235.07</u>



ksv advisory inc.

220 Bay Street, Suite 1300

Toronto, Ontario, M5J 2W4

T +1 416 932 6262

F +1 416 932 6266

ksvadvisory.com

INVOICE

Chancery (Oshawa) The Bartlett Limited Partnership and Chancery
(Oshawa) The Barlett GP Inc.
c/o KSV Restructuring Inc.
220 Bay Street, Suite 1300
Toronto, ON M5J 2W4

February 12, 2025

Invoice No: 4222

HST #: 818808768RT0001

**Re: Chancery (Oshawa) The Bartlett Limited Partnership (“Chancery LP”) and
Chancery (Oshawa) The Bartlett GP Inc. (“Chancery GP” and with Chancery LP, the
“Partnership”)**

For professional services rendered in January 2025 by KSV Restructuring Inc. in its capacity as Court-appointed receiver (the “Receiver”) of the Partnership, including:

- corresponding with Fiera FP Real Estate Financing Fund, L.P. (“Fiera”), the Partnership’s senior secured creditor, concerning these proceedings, as further detailed below;
- corresponding with Brightwater Senior Living Group, LLC (“Brightwater”), the manager of the Partnership’s property located at 550 Bond Street West, Oshawa (the “Property”), regarding operational matters and the bistro located at the Property (the “Bistro”);
- corresponding with Fiera regarding Brightwater’s activities;
- corresponding with TD Real Estate Investment Banking (“TD”), the realtor engaged by the Receiver, regarding due diligence requests from interested parties;
- corresponding with Zeifmans LLP, the Partnership’s tax accountant, regarding the preparation of the 2023 financial statements and tax returns;
- attending a call with TD and Fiera on January 14, 2025 regarding the marketing strategy for the Property;
- attending a call with Brightwater on January 16, 2025 regarding the accounts payable process and recommended improvements;
- processing payroll and dealing with various employee issues;

- preparing a statement of receipts and disbursements for the purpose of making a distribution to Fiera;
- corresponding with Canada Revenue Agency regarding the Partnership's HST and payroll accounts, including attending a call on January 23, 2025;
- reviewing invoices provided by Brightwater for operating expenses, corresponding with vendors and processing payments re same;
- attending a call with Brightwater on January 28, 2025 regarding a Bistro funding request and financial updates;
- corresponding with various utility providers;
- convening internal meetings; and
- to all other meetings, correspondence, etc. pertaining to this matter.

Total fees and disbursements per attached time summary	\$ 17,177.73
HST	2,233.10
Total Due	<u>\$ 19,410.83</u>

KSV Restructuring Inc.
Chancery (Oshawa) The Bartlett Limited Partnership and Chancery (Oshawa) The Barlett GP Inc.

Time Summary

For the period January 1 to 31, 2025

Personnel	Rate (\$) ¹	Hours	Amount (\$)
Robert Kofman	925	1.80	1,665.00
Mitch Vininsky	850	5.30	4,505.00
Meg Ostling	475	12.50	5,937.50
Martin Kotic	475	4.00	1,900.00
Other staff and administration		12.70	3,131.25
Total Fees		36.30	17,138.75
Add: Out of Pocket Disbursements			
Postage			38.98
Total Fees and Disbursements			17,177.73

¹Effective January 1, 2025, the hourly rates of Mr. Kofman, Mr. Vininsky and Mr. Kotic increased by \$75, \$100, and \$25 respectively.



ksv advisory inc.

220 Bay Street, Suite 1300

Toronto, Ontario, M5J 2W4

T +1 416 932 6262

F +1 416 932 6266

ksvadvisory.com

INVOICE

Chancery (Oshawa) The Bartlett Limited Partnership and Chancery
(Oshawa) The Barlett GP Inc.
c/o KSV Restructuring Inc.
220 Bay Street, Suite 1300
Toronto, ON M5J 2W4

March 12, 2025

Invoice No: 4277

HST #: 818808768RT0001

**Re: Chancery (Oshawa) The Bartlett Limited Partnership (“Chancery LP”) and
Chancery (Oshawa) The Bartlett GP Inc. (“Chancery GP” and with Chancery LP, the
“Partnership”)**

For professional services rendered in February 2025 by KSV Restructuring Inc. in its capacity as Court-appointed receiver (the “Receiver”) of the Partnership, including:

- corresponding with Fiera FP Real Estate Financing Fund, L.P. (“Fiera”), the Partnership’s senior secured creditor, concerning these proceedings, as further detailed below;
- corresponding with Brightwater Senior Living Group, LLC (“Brightwater”), the manager of the Partnership’s property located at 550 Bond Street West, Oshawa, regarding operational matters and the bistro located at the Property;
- corresponding with Brightwater regarding the Partnership’s rent roll, leasing activities and rental rates offered by similar properties;
- corresponding with TD Real Estate Investment Banking (“TD”), the realtor engaged by the Receiver, regarding due diligence requests from interested parties;
- processing payroll and dealing with various employee issues;
- preparing a statement of receipts and disbursements for the purpose of making a distribution to Fiera;
- corresponding with Canada Revenue Agency (“CRA”) regarding the Partnership’s HST and payroll accounts;
- reviewing employees’ T4s for 2024 and filing same with CRA;

- reviewing invoices provided by Brightwater for operating expenses, corresponding with vendors and processing payments re same;
- preparing the Receiver's Second Report to Court, in draft;
- attending calls on February 19, 20, and 25 with Fiera and TD regarding a potential transaction with an interested party;
- corresponding with various utility providers;
- convening internal meetings; and
- to all other meetings, correspondence, etc. pertaining to this matter.

Total fees and disbursements per attached time summary	\$ 17,198.89
HST	<u>2,235.86</u>
Total Due	\$ <u>19,434.75</u>

KSV Restructuring Inc.
Chancery (Oshawa) The Bartlett Limited Partnership and Chancery (Oshawa) The Barlett GP Inc.

Time Summary

For the period February 1 to 28, 2025

Personnel	Rate (\$)	Hours	Amount (\$)
Robert Kofman	925	2.80	2,590.00
Mitch Vininsky	850	7.50	6,375.00
Meg Ostling	475	14.75	7,006.25
Other staff and administration		5.60	1,198.50
Total Fees		30.65	17,169.75
Total Disbursements (postage)			29.14
Total Fees and Disbursements			17,198.89



ksw advisory inc.

220 Bay Street, Suite 1300

Toronto, Ontario, M5J 2W4

T +1 416 932 6262

F +1 416 932 6266

ksvadvisory.com

INVOICE

Chancery (Oshawa) The Bartlett Limited Partnership and Chancery
(Oshawa) The Bartlett GP Inc.
c/o KSV Restructuring Inc.
220 Bay Street, Suite 1300
Toronto, ON M5J 2W4

April 16, 2025

Invoice No: 4351

HST #: 818808768RT0001

**Re: Chancery (Oshawa) The Bartlett Limited Partnership (“Chancery LP”) and
Chancery (Oshawa) The Bartlett GP Inc. (“Chancery GP” and with Chancery LP, the
“Partnership”)**

For professional services rendered in March 2025 by KSV Restructuring Inc. in its capacity as Court-appointed receiver (the “Receiver”) of the Partnership, including:

- corresponding with Fiera FP Real Estate Financing Fund, L.P. (“Fiera”), the Partnership’s senior secured creditor, concerning these proceedings, as further detailed below;
- corresponding with Brightwater Senior Living Group, LLC (“Brightwater”), the manager of the Partnership’s property located at 550 Bond Street West, Oshawa, regarding operational matters and the bistro located at the Property (the “Bistro”);
- corresponding with Brightwater regarding the Partnership’s rent roll, leasing activities and rental rates offered by similar properties;
- corresponding with TD Real Estate Investment Banking (“TD”), the realtor engaged by the Receiver, regarding due diligence requests from interested parties;
- attending calls on March 3 and 10, 2025 with Fiera and TD regarding a potential transaction with an interested party;
- processing payroll and dealing with various employee issues;
- preparing a statement of receipts and disbursements for the purpose of making a distribution to Fiera;
- corresponding with Canada Revenue Agency regarding the Partnership’s HST and payroll accounts;

- corresponding with Brightwater and the City of Oshawa regarding the business license for the Bistro;
- reviewing invoices provided by Brightwater for operating expenses, corresponding with vendors and processing payments re same;
- preparing the Receiver's Second Report to Court dated March 25, 2025;
- corresponding with Brightwater regarding janitorial services for the clinic located at the Property;
- corresponding with various utility providers;
- convening internal meetings; and
- to all other meetings, correspondence, etc. pertaining to this matter.

Total fees and disbursements per attached time summary	\$	13,961.11
HST		<u>1,814.94</u>
Total Due	\$	<u>15,776.05</u>

KSV Restructuring Inc.
Chancery (Oshawa) The Bartlett Limited Partnership and Chancery (Oshawa) The Bartlett GP Inc.

Time Summary

For the period March 1 to 31, 2025

Personnel	Rate (\$)	Hours	Amount (\$)
Robert Kofman	925	4.55	4,208.75
Mitch Vininsky	850	4.10	3,485.00
Meg Ostling	475	10.65	5,058.75
Other staff and administration		5.45	1,200.00
Total Fees		24.75	13,952.50
Add: Out of Pocket Disbursements			
Postage			8.61
Total Fees and Disbursements			<u>13,961.11</u>



ksv advisory inc.

220 Bay Street, Suite 1300

Toronto, Ontario, M5J 2W4

T +1 416 932 6262

F +1 416 932 6266

ksvadvisory.com

INVOICE

Chancery (Oshawa) The Bartlett Limited Partnership and Chancery
(Oshawa) The Bartlett GP Inc.
c/o KSV Restructuring Inc.
220 Bay Street, Suite 1300
Toronto, ON M5J 2W4

May 13, 2025

Invoice No: 4416

HST #: 818808768RT0001

**Re: Chancery (Oshawa) The Bartlett Limited Partnership (“Chancery LP”) and
Chancery (Oshawa) The Bartlett GP Inc. (“Chancery GP” and with Chancery LP, the
“Partnership”)**

For professional services rendered in April 2025 by KSV Restructuring Inc. in its capacity as Court-appointed receiver (the “Receiver”) of the Partnership, including:

- corresponding with Fiera FP Real Estate Financing Fund, L.P. (“Fiera”), the Partnership’s senior secured creditor, concerning these proceedings, as further detailed below;
- corresponding with Brightwater Senior Living Group, LLC (“Brightwater”), the manager of the Partnership’s property located at 550 Bond Street West, Oshawa, regarding operational matters;
- corresponding with Brightwater regarding the Partnership’s rent roll, leasing activities and rental rates offered by similar properties, including attending a call on April 2, 2025;
- corresponding with TD Real Estate Investment Banking (“TD”), the realtor engaged by the Receiver, regarding due diligence requests from interested parties;
- corresponding with Brightwater regarding janitorial services for the clinic located at the Property;
- processing payroll and dealing with various employee issues;
- preparing a statement of receipts and disbursements for the purpose of making a distribution to Fiera;

- corresponding with Canada Revenue Agency regarding the Partnership’s HST and payroll accounts;
- corresponding with Cassels Brock & Blackwell LLP, the Receiver’s counsel, and the City of Oshawa (the “City”) regarding a claim filed by the City relating to non-compliance of a fire inspection order issued by the City;
- reviewing invoices provided by Brightwater for operating expenses, corresponding with vendors and processing payments re same;
- corresponding with various utility providers;
- convening internal meetings; and
- to all other meetings, correspondence, etc. pertaining to this matter.

Total fees and disbursements per attached time summary	\$	8,577.60
HST		<u>1,115.09</u>
Total Due	\$	<u><u>9,692.69</u></u>

KSV Restructuring Inc.

Chancery (Oshawa) The Bartlett Limited Partnership and Chancery (Oshawa) The Bartlett GP Inc.

Time Summary

For the period April 1 to 30, 2025

Personnel	Rate (\$)	Hours	Amount (\$)
Robert Kofman	925	1.00	925.00
Mitch Vininsky	850	2.60	2,210.00
Meg Ostling	475	7.25	3,443.75
Other staff and administration		8.15	1,913.00
Total Fees		19.00	8,491.75
Add: Out of Pocket Disbursements			
Courier			63.71
Postage			22.14
Total Disbursements			85.85
Total Fees and Disbursements			8,577.60



ksv advisory inc.

220 Bay Street, Suite 1300

Toronto, Ontario, M5J 2W4

T +1 416 932 6262

F +1 416 932 6266

ksvadvisory.com

INVOICE

Chancery (Oshawa) The Bartlett Limited Partnership and Chancery
(Oshawa) The Bartlett GP Inc.
c/o KSV Restructuring Inc.
220 Bay Street, Suite 1300
Toronto, ON M5J 2W4

June 12, 2025

Invoice No: 4495

HST #: 818808768RT0001

**Re: Chancery (Oshawa) The Bartlett Limited Partnership (“Chancery LP”) and
Chancery (Oshawa) The Bartlett GP Inc. (“Chancery GP” and with Chancery LP, the
“Partnership”)**

For professional services rendered in May 2025 by KSV Restructuring Inc. in its capacity as Court-appointed receiver (the “Receiver”) of the Partnership, including:

- corresponding with Fiera FP Real Estate Financing Fund, L.P. (“Fiera”), the Partnership’s senior secured creditor, concerning these proceedings, as further detailed below;
- corresponding with Brightwater Senior Living Group, LLC (“Brightwater”), the manager of the Partnership’s property located at 550 Bond Street West, Oshawa, regarding operational matters;
- corresponding with Brightwater regarding the Partnership’s rent roll and leasing activities;
- processing payroll and dealing with various employee issues;
- preparing a statement of receipts and disbursements for the purpose of making a distribution to Fiera;
- corresponding with Canada Revenue Agency regarding the Partnership’s HST and payroll accounts;
- corresponding with Cassels Brock & Blackwell LLP, the Receiver’s counsel, and the City of Oshawa (the “City”) regarding a claim filed by the City relating to non-compliance of a fire inspection order issued by the City, including attending a call on May 21, 2025;

- reviewing invoices provided by Brightwater for operating expenses, corresponding with vendors and processing payments re same;
- corresponding with various utility providers;
- convening internal meetings; and
- to all other meetings, correspondence, etc. pertaining to this matter.

Total fees and disbursements per attached time summary	\$	8,220.18
HST		<u>1,068.62</u>
Total Due	\$	<u><u>9,288.80</u></u>

KSV Restructuring Inc.
Chancery (Oshawa) The Bartlett Limited Partnership and Chancery (Oshawa) The Bartlett GP Inc.

Time Summary
For the period May 1 to 31, 2025

Personnel	Rate (\$)	Hours	Amount (\$)
Robert Kofman	925	1.00	925.00
Mitch Vininsky	850	2.20	1,870.00
Meg Ostling	475	7.50	3,562.50
Other staff and administration		8.50	1,836.00
Total Fees		19.20	8,193.50
Add: Out of Pocket Disbursements			
Courier			13.15
Postage			13.53
Total Disbursements			26.68
Total Fees and Disbursements			<u>8,220.18</u>



ksv advisory inc.

220 Bay Street, Suite 1300

Toronto, Ontario, M5J 2W4

T +1 416 932 6262

F +1 416 932 6266

ksvadvisory.com

INVOICE

Chancery (Oshawa) The Bartlett Limited Partnership and Chancery
(Oshawa) The Bartlett GP Inc.
c/o KSV Restructuring Inc.
220 Bay Street, Suite 1300
Toronto, ON M5J 2W4

July 14, 2025

Invoice No: 4554

HST #: 818808768RT0001

**Re: Chancery (Oshawa) The Bartlett Limited Partnership (“Chancery LP”) and
Chancery (Oshawa) The Bartlett GP Inc. (“Chancery GP” and with Chancery LP, the
“Partnership”)**

For professional services rendered in June 2025 by KSV Restructuring Inc. in its capacity as Court-appointed receiver (the “Receiver”) of the Partnership, including:

- corresponding with Fiera FP Real Estate Financing Fund, L.P. (“Fiera”), the Partnership’s senior secured creditor, concerning these proceedings, as further detailed below;
- corresponding with Brightwater Senior Living Group, LLC (“Brightwater”), the manager of the Partnership’s property located at 550 Bond Street West, Oshawa, regarding operational matters;
- corresponding with Brightwater regarding the Partnership’s rent roll and leasing activities;
- processing payroll and dealing with various employee issues;
- corresponding with Fiera regarding the Offer to Lease and the lease related to clinic space at the property located at 550 Bond Street, Oshawa Ontario;
- attending a call with Fiera on June 9, 2025 regarding a potential new sales process;
- preparing a statement of receipts and disbursements for the purpose of making a distribution to Fiera;
- preparing and filing the Receiver’s statutory report to the Office of the Superintendent of Bankruptcy (the “OSB Report”);

- preparing a statement of receipts and disbursements for the OSB Report;
- corresponding with Cassels Brock & Blackwell LLP, the Receiver's counsel, and the City of Oshawa (the "City") regarding a claim filed by the City relating to non-compliance of a fire inspection order issued by the City;
- reviewing invoices provided by Brightwater for operating expenses, corresponding with vendors and processing payments re same;
- corresponding with various utility providers;
- convening internal meetings; and
- to all other meetings, correspondence, etc. pertaining to this matter.

Total fees and disbursements per attached time summary	\$	9,288.27
HST		<u>1,207.48</u>
Total Due	\$	<u>10,495.75</u>

KSV Restructuring Inc.

Chancery (Oshawa) The Bartlett Limited Partnership and Chancery (Oshawa) The Bartlett GP Inc.

Time Summary

For the period June 1 to 30, 2025

Personnel	Rate (\$)	Hours	Amount (\$)
Bobby Kofman	925	0.70	647.50
Mitch Vininsky	850	2.50	2,125.00
Meg Ostling	475	6.25	2,968.75
Martin Kotic	475	3.00	1,425.00
Other staff and administration		9.65	2085.50
Total Fees		22.10	9,251.75
Add: Out of Pocket Disbursements			
Postage			36.52
Total Fees and Disbursements			9,288.27



ksv advisory inc.

220 Bay Street, Suite 1300

Toronto, Ontario, M5J 2W4

T +1 416 932 6262

F +1 416 932 6266

ksvadvisory.com

INVOICE

Chancery (Oshawa) The Bartlett Limited Partnership and Chancery
(Oshawa) The Bartlett GP Inc.
c/o KSV Restructuring Inc.
220 Bay Street, Suite 1300
Toronto, ON M5J 2W4

August 12, 2025

Invoice No: 4595

HST #: 818808768RT0001

**Re: Chancery (Oshawa) The Bartlett Limited Partnership (“Chancery LP”) and
Chancery (Oshawa) The Bartlett GP Inc. (“Chancery GP” and with Chancery LP, the
“Partnership”)**

For professional services rendered in July 2025 by KSV Restructuring Inc. in its capacity as Court-appointed receiver (the “Receiver”) of the Partnership, including:

- corresponding with Fiera FP Real Estate Financing Fund, L.P. (“Fiera”), the Partnership’s senior secured creditor, concerning these proceedings, as further detailed below;
- corresponding with Brightwater Senior Living Group, LLC (“Brightwater”), the manager of the Partnership’s property located at 550 Bond Street West, Oshawa, (the “Real Property”) regarding operational matters;
- corresponding with Brightwater regarding the Partnership’s rent roll and leasing activities;
- processing payroll and dealing with various employee issues;
- corresponding with Fiera and Brightwater regarding the janitorial costs associated with the clinic space at the Real Property (the “Clinic Lease”);
- attending a call on July 9, 2025 with Colliers International, the Receiver’s leasing agent, regarding the Clinic Lease and adjustments to additional rent;
- corresponding with Cassels Brock & Blackwell LLP (“Cassels”), the Receiver’s counsel, regarding the Clinic Lease;
- corresponding with Fiera and Cassels regarding an offer to sublease a portion of the clinic space;

- corresponding with TD Cornerstone Commercial Realty Inc. ("TD"), the Receiver's sales advisor, regarding the Real Property [and recent occupancy metrics;
- reviewing correspondence between Fiera and TD regarding the Real Property and diligence information in respect of two interested parties;
- reviewing invoices provided by Brightwater for operating expenses, corresponding with vendors and processing payments re same;
- corresponding with various utility providers;
- convening internal meetings; and
- to all other meetings, correspondence, etc. pertaining to this matter.

Total fees and disbursements per attached time summary	\$	14,854.78
HST		<u>1,931.12</u>
Total Due	\$	<u><u>16,785.90</u></u>

KSV Restructuring Inc.

Chancery (Oshawa) The Bartlett Limited Partnership and Chancery (Oshawa) The Bartlett GP Inc.

Time Summary

For the period July 1 to 31, 2025

Personnel	Rate (\$)	Hours	Amount (\$)
Bobby Kofman	925	1.85	1711.25
Mitch Vininsky	850	7.00	5,950.00
Martin Kotic	500	8.55	4,275.00
Other staff and administration		12.30	2848.00
Total Fees		29.70	14,784.25
Total Disbursements (postage)			70.53
Total Fees and Disbursements			14,854.78



ksv advisory inc.

220 Bay Street, Suite 1300

Toronto, Ontario, M5J 2W4

T +1 416 932 6262

F +1 416 932 6266

ksvadvisory.com

INVOICE

Chancery (Oshawa) The Bartlett Limited Partnership and Chancery
(Oshawa) The Bartlett GP Inc.
c/o KSV Restructuring Inc.
220 Bay Street, Suite 1300
Toronto, ON M5J 2W4

September 11, 2025

Invoice No: 4677
HST #: 818808768RT0001

**Re: Chancery (Oshawa) The Bartlett Limited Partnership (“Chancery LP”) and
Chancery (Oshawa) The Bartlett GP Inc. (“Chancery GP”) and with Chancery LP, the
“Partnership”**

For professional services rendered in August 2025 by KSV Restructuring Inc. in its capacity as Court-appointed receiver (the “Receiver”) of the Partnership, including:

- corresponding with Fiera FP Real Estate Financing Fund, L.P. (“Fiera”), the Partnership’s senior secured creditor, concerning these proceedings, as further detailed below;
- corresponding with Brightwater Senior Living Group, LLC (“Brightwater”), the manager of the Partnership’s property located at 550 Bond Street West, Oshawa, (the “Real Property”) regarding operational matters;
- corresponding with Brightwater regarding the Partnership’s rent roll and leasing activities;
- processing payroll and dealing with various employee issues;
- attending a call on August 19, 2025 with Brightwater to discuss certain disbursements;
- corresponding with Fiera and Brightwater regarding an offer to sublease the clinic space at the Real Property (the “Sublease”);
- attending calls on August 8 and 13, 2025 with Fiera to discuss the Sublease;
- corresponding with Cassels Brock & Blackwell LLP (“Cassels”), the Receiver’s counsel, regarding the Sublease;

- corresponding with Fiera regarding a re-launch of the sales process to market the Real Property (the "Sales Process");
- attending calls on August 21 and, 2025 with Fiera to discuss the Sales Process and a potential change in realtor;
- attending a call on August 22, 2025 with TD Cornerstone Commercial Realty Inc., the Receiver's sales agent, to discuss the Sales Process and interest from a prospective purchaser;
- corresponding with Fiera regarding a potential stalking horse bid;
- reviewing invoices provided by Brightwater for operating expenses, corresponding with vendors and processing payments re same;
- filing the Company's July HST return;
- convening internal meetings; and
- to all other meetings, correspondence, etc. pertaining to this matter.

Total fees and disbursements per attached time summary	\$	12,274.76
HST		<u>1,595.72</u>
Total Due	\$	<u>13,870.48</u>

KSV Restructuring Inc.
Chancery (Oshawa) The Bartlett Limited Partnership and Chancery (Oshawa) The Bartlett GP Inc.

Time Summary

For the period August 1 to 31, 2025

Personnel	Rate (\$)	Hours	Amount (\$)
Bobby Kofman	925	3.50	3,237.50
Mitch Vininsky	850	5.40	4,590.00
Martin Kosic	500	6.45	3,225.00
Other staff and administration		5.30	1,200.50
Total Fees		20.65	12,253.00
Add: Out of Pocket Disbursements			
Postage			21.76
Total Disbursements			21.76
Total Fees and Disbursements			<u>12,274.76</u>



ksv advisory inc.

220 Bay Street, Suite 1300

Toronto, Ontario, M5J 2W4

T +1 416 932 6262

F +1 416 932 6266

ksvadvisory.com

INVOICE

Chancery (Oshawa) The Bartlett Limited Partnership and Chancery
(Oshawa) The Bartlett GP Inc.
c/o KSV Restructuring Inc.
220 Bay Street, Suite 1300
Toronto, ON M5J 2W4

October 9, 2025

Invoice No: 4716
HST #: 818808768RT0001

**Re: Chancery (Oshawa) The Bartlett Limited Partnership (“Chancery LP”) and
Chancery (Oshawa) The Bartlett GP Inc. (“Chancery GP” and with Chancery LP, the
“Partnership”)**

For professional services rendered in September 2025 by KSV Restructuring Inc. in its capacity as Court-appointed receiver (the “Receiver”) of the Partnership, including:

- corresponding with Fiera FP Real Estate Financing Fund, L.P. (“Fiera”), the Partnership’s senior secured creditor, concerning these proceedings, as further detailed below;
- corresponding with Brightwater Senior Living Group, LLC (“Brightwater”), the manager of the Partnership’s property located at 550 Bond Street West, Oshawa, (the “Real Property”) regarding operational matters;
- corresponding with Fiera and with TD Cornerstone Commercial Realty Inc. (“TD”), the Receiver’s former sales agent, regarding the sales process to market the Real Property (the “Sales Process”);
- reviewing a Letter of Intent (“LOI”) received from a prospective purchaser;
- attending a call on September 8, 2025 with TD to discuss the Sales Process and the LOI;
- attending a call on September 8, 2025 with Fiera and National Bank of Canada (“NBC”), a prospective sales agent, to discuss the Sales Process;
- reviewing and amending an engagement letter (the “Engagement Letter”) from RBC Capital Markets Realty Inc. (“RBC”) to act as the Receiver’s co-exclusive agent to support the Sale Process;

- corresponding with Cassels Brock & Blackwell LLP (“Cassels”), the Receiver’s counsel, regarding the Engagement Letter;
- corresponding with Fiera regarding the Engagement Letter;
- attending a call on September 11, 2025 with Cassels to discuss the Engagement Letter;
- attending a call on September 19, 2025 with Fiera to discuss the Engagement Letter;
- corresponding with Fiera regarding an offer to sublease the clinic space at the Real Property (the “Sublease”);
- attending a call on September 12, 2025 with Fiera to discuss the Sales Process, the Sublease and the status of the Real Property generally;
- processing bi-weekly payroll;
- corresponding with Fiera regarding a potential stalking horse bid, and a response to the same;
- reviewing invoices provided by Brightwater for operating expenses, corresponding with vendors and processing payments re same;
- attending a call on September 25, 2025 with TD to advise it of its termination as sales agent;
- filing the Partnership’s August HST return;
- corresponding with Canada Revenue Agency regarding the Partnership’s payroll account;
- convening internal meetings; and
- to all other meetings, correspondence, etc. pertaining to this matter.

Total fees and disbursements per attached time summary	\$ 13,823.41
HST	<u>1,797.04</u>
Total Due	<u><u>\$ 15,620.45</u></u>

KSV Restructuring Inc.

Chancery (Oshawa) The Bartlett Limited Partnership and Chancery (Oshawa) The Bartlett GP Inc.

Time Summary

For the period September 1 to 30, 2025

Personnel	Rate (\$)	Hours	Amount (\$)
Bobby Kofman	925	1.10	1017.50
Mitch Vininsky	850	9.80	8,330.00
Martin Kotic	500	5.05	2,525.00
Other staff and administration		8.55	1916.00
Total Fees		24.50	13,788.50
Add: Out of Pocket Disbursements			
Postage			34.91
Total Disbursements			34.91
Total Fees and Disbursements			13,823.41



ksv advisory inc.

220 Bay Street, Suite 1300

Toronto, Ontario, M5J 2W4

T +1 416 932 6262

F +1 416 932 6266

ksvadvisory.com

INVOICE

Chancery (Oshawa) The Bartlett Limited Partnership and Chancery
(Oshawa) The Bartlett GP Inc.
c/o KSV Restructuring Inc.
220 Bay Street, Suite 1300
Toronto, ON M5J 2W4

November 10, 2025

Invoice No: 4797
HST #: 818808768RT0001

**Re: Chancery (Oshawa) The Bartlett Limited Partnership (“Chancery LP”) and
Chancery (Oshawa) The Bartlett GP Inc. (“Chancery GP” and with Chancery LP, the
“Partnership”)**

For professional services rendered in October 2025 by KSV Restructuring Inc. in its capacity as Court-appointed receiver (the “Receiver”) of the Partnership, including:

- corresponding with Fiera FP Real Estate Financing Fund, L.P. (“Fiera”), the Partnership’s senior secured creditor, concerning these proceedings, as further detailed below;
- attending a call on October 3, 2025 with RBC Capital Markets Realty Inc. (“RBC”), the listing agent for the Partnership’s property located at 550 Bond Street West, Oshawa, (the “Real Property”), National Bank of Canada (“NBC”, and together with RBC, the “Brokers”), the financial advisor regarding the sale process for the Real Property (the “Sale Process”), and Fiera to discuss the Sale Process;
- corresponding with the Brokers to arrange tours of the Real Property;
- corresponding with NBC regarding its engagement letter with the Receiver (the “Engagement Letter”);
- reviewing and editing several versions of the Engagement Letter;
- corresponding with Cassels Brock & Blackwell LLP (“Cassels”), the Receiver’s counsel, regarding the Engagement Letter;
- corresponding with Fiera regarding the Engagement Letter;
- corresponding with Brightwater Senior Living Group, LLC (“Brightwater”), the manager of the Real Property, regarding operational matters;

- corresponding with Brightwater regarding certain repairs to the clinic space to accommodate the ultrasound facility, including repairs to the HVAC system (the “Repairs”);
- corresponding with Cassels regarding the Repairs;
- attending a call on October 21, 2025 with Fiera to discuss the Engagement Letter and the Sale Process;
- reviewing and commenting on a “teaser” regarding the Sale Process;
- attending a call on October 22, 2025 with Fiera, RBC and NBC to discuss the Sale Process;
- reviewing a budget for 2026 prepared by Brightwater (the “Budget”) and discussing same with Fiera;
- corresponding with the Partnership’s insurance agent regarding the renewal of the Partnership’s insurance policy;
- attending a call on October 31, 2025 with Fiera and Brightwater to discuss the Budget;
- processing bi-weekly payroll;
- reviewing invoices provided by Brightwater for operating expenses, corresponding with vendors and processing payments re same;
- filing the Company’s September HST return;
- convening internal meetings; and
- to all other meetings, correspondence, etc. pertaining to this matter.

Total fees and disbursements per attached time summary	\$ 19,654.99
HST	<u>2,555.15</u>
Total Due	<u><u>\$ 22,210.14</u></u>

KSV Restructuring Inc.

Chancery (Oshawa) The Bartlett Limited Partnership and Chancery (Oshawa) The Bartlett GP Inc.

Time Summary

For October 2025

Personnel	Rate (\$)	Hours	Amount (\$)
Bobby Kofman	925	1.75	1,618.75
Mitch Vininsky	850	14.20	12,070.00
Martin Kotic	500	7.20	3,600.00
Other staff and administration		10.75	2,341.50
Total Fees		33.90	19,630.25
Total Disbursements (postage)			24.74
Total Fees and Disbursements			19,654.99

This is Exhibit "B" referred to in the
Affidavit of Mitch Vininsky sworn before
me, this 12th day of November, 2025



Rajinder Kashyap, a Commissioner, etc.,
Province of Ontario, for KSV Restructuring Inc.
Expires February 23, 2027

Chancery (Oshawa) The Bartlett Limited Partnership and Chancery (Oshawa) the Bartlett GP Inc.
Schedule of Professionals' Time and Rates
For the Period from June 2, 2023 to October 31, 2025

Personnel	Title	Duties	Hours	Billing Rate (\$ per hour)	Amount (\$)
Bobby Kofman	Managing Director		139.90	800-925	116,536.25
Mitch Vininsky	Managing Director		238.60	700-850	180,815.00
Meg Ostling	Manager		324.40	425-475	149,352.50
Martin Kosic	Manager		44.75	450-500	21,675.00
Other staff and administrative			214.58	195 - 403	48,983.25
Total fees			<u>962.23</u>		<u>517,362.00</u>
Disbursements					1,810.16
Total					<u>519,172.16</u>
Total hours					962.23
Average hourly rate					\$ 537.67

Appendix “F”

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

BETWEEN

FIERA FP REAL ESTATE FINANCING FUND, L.P.

Applicant

- and -

**CHANCERY (OSHAWA) THE BARTLETT LIMITED PARTNERSHIP and CHANCERY
(OSHAWA) THE BARTLETT GP INC.**

Respondents

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

**AFFIDAVIT OF JOSEPH BELLISSIMO
(sworn November 12, 2025)**

I, Joseph Bellissimo, of the City of Toronto, in the Province of Ontario, MAKE OATH AND SAY:

1. I am a lawyer qualified to practice law in Ontario and a Partner with Cassels Brock & Blackwell LLP ("**Cassels**"), counsel for KSV Restructuring Inc., in its capacity as receiver (the "**Receiver**") appointed pursuant to the Receivership Order of the Ontario Superior Court of Justice (Commercial List) granted in these proceedings on July 20, 2023 (the "**Receivership Order**"). As such, I have knowledge of the matters to which I depose.
2. During the period from June 26, 2023 to October 31, 2025, Cassels incurred fees and disbursements, including HST, in the amount of \$127,703.79. Particulars of the work performed are contained in the invoices (the "**Invoices**") attached hereto and marked as **Exhibit "A"** to this affidavit.
3. Attached as **Exhibit "B"** is a summary of each Invoice in Exhibit "A", including the total billable hours charged per Invoice, the total fees charged per Invoice and the average hourly rate charged per Invoice. The average hourly rate charged by Cassels was \$776.13.

4. Attached as **Exhibit "C"** is a summary of the respective years of call and billing rates of each individual at Cassels who acted for the Receiver, as the case may be.

5. To the best of my knowledge, the rates charged by Cassels throughout the course of these proceedings are comparable to the rates charged by other law firms in the Toronto market for the provision of similar services, and the rates charged by Cassels for services rendered in similar proceedings.

6. I make this affidavit in support of a motion for, *inter alia*, approval of the fees and disbursements of counsel of the Receiver, and for no other or improper purpose.

SWORN BEFORE ME by video conference on this 12th day of November 2025. The affiant and I both were located in the City of Toronto in the Province of Ontario. This affidavit was commissioned remotely in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

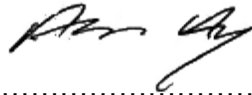


A commissioner for Taking Affidavits
(or as may be)

Commissioner Name: Alec Hoy
Law Society of Ontario Number: 85489K

JOSEPH BELLISSIMO

This is Exhibit "A" referred to in the affidavit of Joseph Bellissimo, affirmed before me by videoconference on November 12, 2025 in accordance with O. Reg. 431/20. The affiant was located in the City of Toronto in the Province of Ontario and I was located in the City of Toronto in the Province of Ontario.



.....
A Commissioner for Taking Affidavits

Commissioner Name: Alec Hoy
Law Society of Ontario Number: 85489K

EXHIBIT "A"

**True Copies of the Invoices issued to the Receiver
for fees and disbursements incurred by
Cassels Brock & Blackwell LLP**



Attn: Bobby Kofman
KSV Advisory Inc.
220 Bay Street, 13th Floor
Toronto, ON M5J 2W4

Invoice No: 2208398
Date: August 11, 2023
Matter No.: 050505-00010
GST/HST No.: R121379572
Lawyer: Dietrich, Jane
Tel.: (416) 860-5223
E-mail: JDietrich@cassels.com

Re: Potential Receivership of Chancery Seniors Housing et al.

Fees for professional services rendered up to and including July 31, 2023

Our Fees	22,853.00
Disbursements	440.83
Total Fees and Disbursements	23,293.83
HST @ 13.00%	3,007.76
TOTAL DUE (CAD)	26,301.59

We are committed to protecting the environment.

Please provide your email address to payments@cassels.com to receive invoice and reminder statements electronically.

Payment due upon receipt. Please return remittance advice(s) with cheque.

REMITTANCE ADVICE: Email payment details to payments@cassels.com

CAD EFT and Wire:

Bank of Nova Scotia
44 King St. West,
Toronto, ON, M5H 1H1

Bank I.D.: 002
Transit No.: 47696
Account No.: 0073911
Swift Code: NOSCCATT
ABA No.: 026002532

Cheque Payments:

Cassels Brock & Blackwell LLP
Finance & Accounting (Receipts)
Suite 3200, Bay Adelaide Centre - North Tower
40 Temperance St., Toronto, ON, M5H 0B4 Canada

Online Bill Payments:

Vendor name is **Cassels Brock Blackwell LLP** and you are required to enter the first six digits of the matter #

Invoice No: 2208398
Matter No.: 050505-00010
Amount: **CAD 26,301.59**

e-Transfer Payments: payments@cassels.com

Credit Card Payments: payments.cassels.com

FEE DETAIL			
Date	Name	Description	Hours
Jun-26-23	J. Dietrich	Review of email and discussion with J. Bellissimo;	0.20
Jul-04-23	J. Bellissimo	Review emails from B. Kofman;	0.20
Jul-08-23	J. Bellissimo	Review and revise draft proposed receiver's report; emails regarding same;	0.80
Jul-09-23	J. Bellissimo	Review further revisions to draft report from Fiera counsel and B. Kofman;	0.30
Jul-10-23	J. Bellissimo	Brief review of Fiera application record; emails regarding same; review A&B comments on draft report; emails regarding same; review draft factum; emails regarding same; review draft order; emails with B. Kofman and J. Dietrich regarding same; call with T. Dolby regarding same; draft additions to order regarding sale process; emails regarding same; review revised factum for sale process additions; emails regarding same;	3.60
Jul-11-23	J. Bellissimo	Review B. Kofman comments on factum; various emails regarding finalization of materials and service; emails with B. Kofman regarding stay issues;	1.40
Jul-11-23	A. Hoy	Prepare service materials for proposed receiver;	1.00
Jul-12-23	A. Hoy	Amend service materials and prepare for service;	0.20
Jul-13-23	J. Bellissimo	Emails with A. Hoy regarding service matters; review and revise draft order; emails with B. Kofman and J. Dietrich regarding same; emails with A. Hoy regarding same;	1.80
Jul-13-23	J. Dietrich	Review of draft order and comment on same; review of email;	0.30
Jul-13-23	A. Hoy	Prepare documents for service and serve First Report of the Proposed Receiver;	1.30
Jul-17-23	J. Dietrich	Exchange of email regarding correspondence from Gowlings;	0.30
Jul-17-23	A. Hoy	Manage Caselines access; correspondence with counsel;	0.20
Jul-19-23	J. Bellissimo	Emails with B. Kofman and J. Dietrich issues for application hearing; discuss with J. Dietrich; emails regarding Chancery opposition to sale process; review responding record regarding same; consider issues; emails with J. Dietrich regarding same;	1.60
Jul-19-23	J. Dietrich	Discussion with Gowlings, KSV and A&B; follow up discussion regarding hearing; email to J. Bellissimo and B. Kofman; review and exchange of email regarding hearing preparation; review of affidavit and discussion regarding same;	1.50
Jul-20-23	J. Bellissimo	Further review of Chancery responding record and consider issues; call with B. Kofman, S. Graff and J. Dietrich regarding same; prepare for court hearing; attend virtual application hearing; various emails regarding same;	3.10
Jul-20-23	J. Dietrich	Discussion regarding motion; review of email and respond; email exchange regarding status; discussion with J. Bellissimo;	1.70

Date	Name	Description	Hours
Jul-21-23	J. Dietrich	Review of email;	0.20
Jul-21-23	J. Bellissimo	Emails regarding Chancery broker contact and related issues; emails regarding J.J. McGuire claim;	0.50
Jul-25-23	J. Dietrich	Review of email; review of draft correspondence and comment on same;	0.20
Jul-25-23	A. Hoy	Prepare and issue Termination Letter to Seniors Housing Group;	1.40
Jul-26-23	A. Hoy	Register charge on title from Receivership Order;	0.20
Jul-26-23	M. Mukkar	Review of Receivership Order; review of Application to register Receivership Order;	0.50
Jul-26-23	C. Brewster	Emails with M. Mukkar, A. Hoy; draft Court Order Application; consult with M. Mukkar; report to M. Mukkar;	0.90
Jul-27-23	J. Bellissimo	Emails with KSV regarding lease rent; review lease regarding same; emails with A. Hoy regarding same;	0.60
Jul-27-23	J. Dietrich	Review of email regarding rent payments;	0.10
Jul-27-23	A. Hoy	Register Order on title; prepare letters regarding payment of outstanding rent;	2.10
Jul-28-23	J. Bellissimo	Review and revise letter to commercial tenants; emails regarding same;	0.50
Jul-28-23	A. Hoy	Revise letters to the Bartlett Bistro and 4Sync Healthcare;	0.40
Jul-29-23	J. Dietrich	Review of correspondence and email regarding same;	0.10
Jul-30-23	J. Bellissimo	Emails with R. Zochodne regarding J.J. McGuire claims; review revised letters to commercial tenants; emails regarding same;	0.60
Jul-31-23	A. Hoy	Revise letters regarding outstanding rent and prepare to send out;	0.80
Jul-31-23	J. Bellissimo	Emails with R. Zochodne; emails regarding letters to commercial tenants;	0.30
Jul-31-23	J. Dietrich	Review of email regrading lease correspondence;	0.10

FEE SUMMARY				
Name	Title	Hours	Rate	Amount
Dietrich, Jane	Partner	4.70	945.00	4,441.50
Bellissimo, Joseph J.	Partner	15.30	945.00	14,458.50
Mukkar, Manraj (Manny) S	Partner	0.50	685.00	342.50
Hoy, Alec	Associate	7.60	420.00	3,192.00
Brewster, Colleen	Law Clerk / Paralegal	0.90	465.00	418.50
Total (CAD)		29.00		22,853.00

Our Fees	22,853.00
HST @ 13.00%	2,970.89
TOTAL FEES & TAXES (CAD)	25,823.89

DISBURSEMENT SUMMARY

Non-Taxable Disbursements

Parcel Register	83.25
Documents & Plans	5.00
Teraview - Registration - Application	69.00
Total Non-Taxable Disbursements	157.25

Taxable Disbursements

Copies	70.00
Delivery	202.08
Teraview - Registration - Application	11.50
Total Taxable Disbursements	283.58
HST @ 13.00%	36.87
Total Taxable Disbursements & Taxes	320.45

TOTAL DISBURSEMENTS & TAXES (CAD)	477.70
--	---------------

TOTAL FEES	22,853.00
TOTAL DISBURSEMENTS	440.83
TOTAL TAXES	3,007.76
TOTAL FEES, DISBURSEMENTS & TAXES (CAD)	26,301.59



Attn: Bobby Kofman
KSV Advisory Inc.
220 Bay Street, 13th Floor
Toronto, ON M5J 2W4

Invoice No: 2210989
Date: September 08, 2023
Matter No.: 050505-00010
GST/HST No.: R121379572
Lawyer: Dietrich, Jane
Tel.: (416) 860-5223
E-mail: JDietrich@cassels.com

Re: Potential Receivership of Chancery Seniors Housing et al.

Fees for professional services rendered up to and including August 31, 2023

Our Fees	2,352.00
Disbursements	48.98
Total Fees and Disbursements	2,400.98
HST @ 13.00%	312.13
TOTAL DUE (CAD)	2,713.11

We are committed to protecting the environment.

Please provide your email address to payments@cassels.com to receive invoice and reminder statements electronically.

Payment due upon receipt. Please return remittance advice(s) with cheque.

REMITTANCE ADVICE: Email payment details to payments@cassels.com

CAD EFT and Wire:

Bank of Nova Scotia
44 King St. West,
Toronto, ON, M5H 1H1

Bank I.D.: 002
Transit No.: 47696
Account No.: 0073911
Swift Code: NOSCCATT
ABA No.: 026002532

Cheque Payments:

Cassels Brock & Blackwell LLP
Finance & Accounting (Receipts)
Suite 3200, Bay Adelaide Centre - North Tower
40 Temperance St., Toronto, ON, M5H 0B4 Canada

Online Bill Payments:

Vendor name is **Cassels Brock Blackwell LLP** and you are required to enter the first six digits of the matter #

Invoice No: 2210989
Matter No.: 050505-00010
Amount: **CAD 2,713.11**

e-Transfer Payments: payments@cassels.com

Credit Card Payments: payments.cassels.com

Cassels Brock Blackwell LLP | cassels.com

Suite 3200, Bay Adelaide Centre - North Tower, 40 Temperance Street, Toronto, ON M5H 0B4 Canada | t: 416 869 5300 | f: 416 360 8877

FEE DETAIL			
Date	Name	Description	Hours
Jul-11-23	J. Bellissimo	Review B. Kofman comments on factum;	0.30
Aug-03-23	J. Bellissimo	Emails regarding follow up to commercial tenants; email responses form commercial tenants; consider issues; emails to KSV regarding same;	0.60
Aug-03-23	A. Hoy	Correspondence with Hillspport Development regarding outstanding rent payments;	0.30
Aug-10-23	J. Bellissimo	Email regarding interest payment; review receivership order regarding same; emails regarding same;	0.30
Aug-15-23	A. Hoy	Updating service list in proceedings and correspondence with claimants counsel;	0.30
Aug-16-23	A. Hoy	Updating service list and correspondence with claimant's counsel;	0.20
Aug-21-23	A. Hoy	Correspondence with Applicant's counsel regarding registering orders;	0.30
Aug-25-23	J. Bellissimo	Review revisions to NDAs; emails regarding same;	0.80

FEE SUMMARY				
Name	Title	Hours	Rate	Amount
Bellissimo, Joseph J.	Partner	2.00	945.00	1,890.00
Hoy, Alec	Associate	1.10	420.00	462.00
Total (CAD)		3.10		2,352.00

Our Fees	2,352.00
HST @ 13.00%	305.76
TOTAL FEES & TAXES (CAD)	2,657.76

DISBURSEMENT SUMMARY	
Taxable Disbursements	
Delivery	48.98
Total Taxable Disbursements	48.98
HST @ 13.00%	6.37
Total Taxable Disbursements & Taxes	55.35
TOTAL DISBURSEMENTS & TAXES (CAD)	55.35

Cassels Brock & Blackwell LLP
KSV Advisory Inc.
Re: Potential Receivership of Chancery Seniors Housing et al.

Page 3 of 3
Invoice No: 2210989
Matter No. 050505-00010

TOTAL FEES	2,352.00
TOTAL DISBURSEMENTS	48.98
TOTAL TAXES	312.13
TOTAL FEES, DISBURSEMENTS & TAXES (CAD)	2,713.11



Attn: Bobby Kofman
KSV Advisory Inc.
220 Bay Street, 13th Floor
Toronto, ON M5J 2W4

Invoice No: 2213738
Date: October 10, 2023
Matter No.: 050505-00010
GST/HST No.: R121379572
Lawyer: Dietrich, Jane
Tel.: (416) 860-5223
E-mail: JDietrich@cassels.com

Re: Potential Receivership of Chancery Seniors Housing et al.

Fees for professional services rendered up to and including September 30, 2023

Our Fees	20,310.00
Disbursements	538.00
Total Fees and Disbursements	20,848.00
HST @ 13.00%	2,685.93
TOTAL DUE (CAD)	23,533.93

We are committed to protecting the environment.

Please provide your email address to payments@cassels.com to receive invoice and reminder statements electronically.

Payment due upon receipt. Please return remittance advice(s) with cheque.

REMITTANCE ADVICE: Email payment details to payments@cassels.com

CAD EFT and Wire:

Bank of Nova Scotia
44 King St. West,
Toronto, ON, M5H 1H1

Bank I.D.: 002
Transit No.: 47696
Account No.: 0073911
Swift Code: NOSCCATT
ABA No.: 026002532

Cheque Payments:

Cassels Brock & Blackwell LLP
Finance & Accounting (Receipts)
Suite 3200, Bay Adelaide Centre - North Tower
40 Temperance St., Toronto, ON, M5H 0B4 Canada

Online Bill Payments:

Vendor name is **Cassels Brock Blackwell LLP** and you are required to enter the first six digits of the matter #

Invoice No: 2213738
Matter No.: 050505-00010
Amount: **CAD 23,533.93**

e-Transfer Payments: payments@cassels.com

Credit Card Payments: payments.cassels.com

Cassels Brock Blackwell LLP | cassels.com

Suite 3200, Bay Adelaide Centre - North Tower, 40 Temperance Street, Toronto, ON M5H 0B4 Canada | t: 416 869 5300 | f: 416 360 8877

FEE DETAIL			
Date	Name	Description	Hours
Sep-05-23	J. Bellissimo	Emails with KSV regarding revisions to confidentiality agreement;	0.60
Sep-06-23	C. Brewster	Email from LRO regarding changes to Application; review documents; review precedent; report to LRO; amend Law Statement;	0.60
Sep-11-23	J. Bellissimo	Review revisions to [REDACTED]; emails regarding same;	0.50
Sep-13-23	M. Mukkar	Attendance to registration of Application regarding Court Order;	0.40
Sep-13-23	C. Brewster	Emails with M Mukkar; follow up with LRO Clerk regarding changes to Application;	0.50
Sep-18-23	J. Dietrich	Review of email regarding scheduling; discussion with J. Bellissimo and initial review of draft APA;	0.40
Sep-18-23	J. Bellissimo	Emails re form of APA for sale process; consider next steps; discuss with J Dietrich;	0.30
Sep-19-23	J. Dietrich	Discussion with J. Bellissimo regarding template APA and related issues;	0.20
Sep-19-23	J. Bellissimo	Work on revised form of APA for sale process; consider issues;	1.90
Sep-20-23	J. Dietrich	Review of draft template APA and discussion with J. Bellissimo regarding comments on same;	1.30
Sep-20-23	M. Mukkar	Initial review of purchase agreement;	1.00
Sep-20-23	J. Bellissimo	Review and revise draft form of APA for sale process; emails with M. Mukkar regarding same; emails with J. Dietrich regarding same; review/discuss J. Dietrich comments on draft APA;	4.40
Sep-21-23	M. Mukkar	Revisions to purchase agreement;	0.90
Sep-21-23	A. Hoy	Review of lease documents for assignment restriction provisions;	0.80
Sep-21-23	J. Dietrich	Review of revised purchase agreement and exchange of messages regarding same;	0.50
Sep-21-23	J. Bellissimo	Continue working on form of APA for sale process; various emails with KSV regarding residential lease matters; review commercial leases; revise APA regarding same; discuss issues with J. Dietrich; review comments from M. Mukkar (real estate) on form of APA; further revisions to same; emails regarding same;	3.40
Sep-22-23	J. Dietrich	Email exchange regarding template APA;	0.20
Sep-22-23	J. Bellissimo	Emails with KSV regarding last months rent deposit issues; revise form of APA regarding same; emails regarding same;	0.50
Sep-26-23	A. Hoy	Prepare Security Opinion;	0.50
Sep-27-23	A. Im	Receive and review instructions; attend to corporate and security searches;	0.20
Sep-27-23	A. Hoy	Review of security registrations; prepare security opinion letter;	5.50
Sep-28-23	A. Im	Receive and review instructions; attend to corporate and	0.50

Date	Name	Description	Hours
		security searches; review search results and preparing report with respect to same; email correspondence with A. Hoy;	
Sep-28-23	A. Long	Conducting online IP due diligence searches in Canada for all trademarks, patents, copyright and industrial designs held by Chancery (Oshawa) The Bartlett Limited Partnership and Chancery (Oshawa) The Bartlett GP Inc.; compile search results and forwarding same to working group;	0.60
Sep-29-23	A. Hoy	Prepare security opinion letter;	3.50
Sep-29-23	A. Im	Review search results and prepare report with respect to same; email correspondence with A. Hoy;	0.30

FEE SUMMARY

Name	Title	Hours	Rate	Amount
Mukkar, Manraj (Manny) S	Partner	2.30	685.00	1,575.50
Dietrich, Jane	Partner	2.60	945.00	2,457.00
Bellissimo, Joseph J.	Partner	11.60	945.00	10,962.00
Hoy, Alec	Associate	10.30	420.00	4,326.00
Brewster, Colleen	Law Clerk / Paralegal	1.10	465.00	511.50
Im, Anita	Law Clerk / Paralegal	1.00	280.00	280.00
Long, Amanda	Law Clerk / Paralegal	0.60	330.00	198.00
Total (CAD)		29.50		20,310.00

Our Fees	20,310.00
HST @ 13.00%	2,640.30
TOTAL FEES & TAXES (CAD)	22,950.30

DISBURSEMENT SUMMARY

Non-Taxable Disbursements

Electronic Due Diligence	187.00
Total Non-Taxable Disbursements	187.00

Taxable Disbursements

Electronic Due Diligence	276.00
Insolvency/Bankruptcy Search	75.00
Total Taxable Disbursements	351.00
HST @ 13.00%	45.63
Total Taxable Disbursements & Taxes	396.63

TOTAL DISBURSEMENTS & TAXES (CAD)	583.63
<hr/>	
TOTAL FEES	20,310.00
TOTAL DISBURSEMENTS	538.00
TOTAL TAXES	2,685.93
TOTAL FEES, DISBURSEMENTS & TAXES (CAD)	23,533.93



Attn: Bobby Kofman
KSV Advisory Inc.
220 Bay Street, 13th Floor
Toronto, ON M5J 2W4

Invoice No: 2217917
Date: November 20, 2023
Matter No.: 050505-00010
GST/HST No.: R121379572
Lawyer: Dietrich, Jane
Tel.: (416) 860-5223
E-mail: JDietrich@cassels.com

Re: Potential Receivership of Chancery Seniors Housing et al.

Fees for professional services rendered up to and including November 10, 2023

Our Fees	10,798.50
Disbursements	444.64
Total Fees and Disbursements	11,243.14
HST @ 13.00%	1,451.55
TOTAL DUE (CAD)	12,694.69

We are committed to protecting the environment.

Please provide your email address to payments@cassels.com to receive invoice and reminder statements electronically.

Payment due upon receipt. Please return remittance advice(s) with cheque.

REMITTANCE ADVICE: Email payment details to payments@cassels.com

CAD EFT and Wire:

Bank of Nova Scotia
44 King St. West,
Toronto, ON, M5H 1H1

Bank I.D.: 002
Transit No.: 47696
Account No.: 0073911
Swift Code: NOSCCATT
ABA No.: 026002532

Cheque Payments:

Cassels Brock & Blackwell LLP
Finance & Accounting (Receipts)
Suite 3200, Bay Adelaide Centre - North Tower
40 Temperance St., Toronto, ON, M5H 0B4 Canada

Online Bill Payments:

Vendor name is **Cassels Brock Blackwell LLP** and you are required to enter the first six digits of the matter #

Invoice No: 2217917
Matter No.: 050505-00010
Amount: **CAD 12,694.69**

e-Transfer Payments: payments@cassels.com

Credit Card Payments: payments.cassels.com

Cassels Brock Blackwell LLP | cassels.com

Suite 3200, Bay Adelaide Centre - North Tower, 40 Temperance Street, Toronto, ON M5H 0B4 Canada | t: 416 869 5300 | f: 416 360 8877

FEE DETAIL			
Date	Name	Description	Hours
Oct-03-23	A. Hoy	Review mortgage registrations on receivership entities real property;	0.20
Oct-03-23	J. Bellissimo	Letter from note holder counsel; emails with Cassels team regarding same; emails with KSV regarding same;	0.50
Oct-05-23	K. Williams	Begin review and revisions to security opinion; discussions with A. Hoy in connection with same;	2.30
Oct-11-23	K. Williams	Continue revisions to opinion and review of loan and security documents;	2.00
Oct-12-23	K. Tabi	Emails and discussions with K. Williams; review and consideration of real property security for security opinion;	1.00
Oct-13-23	K. Tabi	Emails and discussions with K. Williams; review and consideration of draft security opinion regarding real property matters;	0.50
Oct-13-23	A. Hoy	Revising Security Opinion Letter;	1.20
Oct-13-23	K. Williams	Finalize revisions to opinion and finalize review of loan and security documents;	3.40
Oct-13-23	J. Oliveira	Obtain and forward PINs and map regarding Whitby lands;	0.40
Nov-05-23	J. Bellissimo	Review and revise draft update report; emails re same;	0.80
Nov-06-23	J. Bellissimo	Emails re draft update report; emails re termination of contract; review agreement re same; review and revised draft termination letter from A Hoy; emails re same;	1.20
Nov-06-23	A. Hoy	Preparing draft letter re termination of Asset Management Agreement	0.90
Nov-09-23	A. Hoy	Serving First Report on the Service List	0.30
Nov-10-23	A. Hoy	Causing First Report to be served by courier; filing First Report with the Court	0.80

FEE SUMMARY				
Name	Title	Hours	Rate	Amount
Bellissimo, Joseph J.	Partner	2.50	945.00	2,362.50
Tabi, Kwaku	Partner	1.50	685.00	1,027.50
Williams, Kori	Partner	7.70	765.00	5,890.50
Hoy, Alec	Associate	3.40	420.00	1,428.00
Oliveira, Jane	Law Clerk / Paralegal	0.40	225.00	90.00
Total (CAD)		15.50		10,798.50

Our Fees	10,798.50
HST @ 13.00%	1,403.81
TOTAL FEES & TAXES (CAD)	12,202.31

DISBURSEMENT SUMMARY

Non-Taxable Disbursements

Parcel Register	72.40
Documents & Plans	5.00
Total Non-Taxable Disbursements	<u>77.40</u>

Taxable Disbursements

Copies	266.00
Delivery	101.24
Total Taxable Disbursements	<u>367.24</u>
HST @ 13.00%	47.74
Total Taxable Disbursements & Taxes	<u>414.98</u>

TOTAL DISBURSEMENTS & TAXES (CAD) 492.38

TOTAL FEES 10,798.50

TOTAL DISBURSEMENTS 444.64

TOTAL TAXES 1,451.55

TOTAL FEES, DISBURSEMENTS & TAXES (CAD) 12,694.69

Cassels

Attn: Bobby Kofman
KSV Advisory Inc.
220 Bay Street, 13th Floor
Toronto, ON M5J 2W4

Invoice No: 2241996
Date: June 25, 2024
Matter No.: 050505-00010
GST/HST No.: R121379572
Lawyer: Dietrich, Jane
Tel.: (416) 860-5223
E-mail: JDietrich@cassels.com

Re: Potential Receivership of Chancery Seniors Housing et al.

Fees for professional services rendered up to and including May 31, 2024

Our Fees	5,628.00
Disbursements	190.08
Total Fees and Disbursements	5,818.08
HST @ 13.00%	756.35
TOTAL DUE (CAD)	6,574.43

We are committed to protecting the environment.

Please provide your email address to payments@cassels.com to receive invoice and reminder statements electronically.

Payment due upon receipt. Please return remittance advice(s) with cheque.

REMITTANCE ADVICE: Email payment details to payments@cassels.com

CAD EFT and Wire:

Bank of Nova Scotia
44 King St. West,
Toronto, ON, M5H 1H1

Bank I.D.: 002
Transit No.: 47696
Account No.: 0073911
Swift Code: NOSCCATT
ABA No.: 026002532

Cheque Payments:

Cassels Brock & Blackwell LLP
Finance & Accounting (Receipts)
Suite 3200, Bay Adelaide Centre - North Tower
40 Temperance St., Toronto, ON, M5H 0B4 Canada

Online Bill Payments:

Vendor name is **Cassels Brock Blackwell LLP** and
you are required to enter the first six digits of the
matter #

Invoice No: 2241996
Matter No.: 050505-00010
Amount: **CAD 6,574.43**

e-Transfer Payments: payments@cassels.com

Credit Card Payments: payments.cassels.com

Cassels Brock Blackwell LLP | cassels.com

Suite 3200, Bay Adelaide Centre - North Tower, 40 Temperance Street, Toronto, ON M5H 0B4 Canada | t: 416 869 5300 | f: 416 360 8877

FEE DETAIL			
Date	Name	Description	Hours
Apr-06-24	J. Bellissimo	Review and consider lease listing agreement; emails with KSV regarding same;	1.00
Apr-22-24	J. Bellissimo	Emails regarding project management agreement; initial review of same; emails with KSV regarding same;	0.80
Apr-26-24	J. Bellissimo	Review and revise draft project management agreement; emails with KSV regarding same;	2.00
May-16-24	J. Bellissimo	Review and consider Brightwater revisions to project management agreement; revise same; emails with KSV regarding same;	1.60
May-21-24	J. Bellissimo	Zoom meeting with M Vininsky to discuss project management agreement;	0.20

FEE SUMMARY				
Name	Title	Hours	Rate	Amount
Bellissimo, Joseph J.	Partner	5.60	1,005.00	5,628.00
Total (CAD)		5.60		5,628.00

Our Fees	5,628.00
HST @ 13.00%	731.64
TOTAL FEES & TAXES (CAD)	6,359.64

DISBURSEMENT SUMMARY	
Taxable Disbursements	
Binding, Tabs, Disks, etc	18.66
Delivery	171.42
Total Taxable Disbursements	190.08
HST @ 13.00%	24.71
Total Taxable Disbursements & Taxes	214.79
TOTAL DISBURSEMENTS & TAXES (CAD)	214.79

TOTAL FEES	5,628.00
TOTAL DISBURSEMENTS	190.08
TOTAL TAXES	756.35
TOTAL FEES, DISBURSEMENTS & TAXES (CAD)	6,574.43

Cassels Brock & Blackwell LLP
KSV Advisory Inc.
Re: Potential Receivership of Chancery Seniors Housing et al.

Page 3 of 3
Invoice No: 2241996
Matter No. 050505-00010



Attn: Bobby Kofman
KSV Advisory Inc.
220 Bay Street, 13th Floor
Toronto, ON M5J 2W4

Invoice No: 2247332
Date: August 12, 2024
Matter No.: 050505-00010
GST/HST No.: R121379572
Lawyer: Dietrich, Jane
Tel.: (416) 860-5223
E-mail: JDietrich@cassels.com

Re: Potential Receivership of Chancery Seniors Housing et al.

Fees for professional services rendered up to and including July 31, 2024

Our Fees	13,724.00
Disbursements	78.25
Total Fees and Disbursements	13,802.25
HST @ 13.00%	1,789.60
TOTAL DUE (CAD)	15,591.85

We are committed to protecting the environment.

Please provide your email address to payments@cassels.com to receive invoice and reminder statements electronically.

Payment due upon receipt. Please return remittance advice(s) with cheque.

REMITTANCE ADVICE: *Email payment details to payments@cassels.com*

CAD EFT and Wire:

Bank of Nova Scotia
44 King St. West,
Toronto, ON, M5H 1H1

Bank I.D.: 002
Transit No.: 47696
Account No.: 0073911
Swift Code: NOSCCATT
ABA No.: 026002532

Cheque Payments:

Cassels Brock & Blackwell LLP
Finance & Accounting (Receipts)
Suite 3200, Bay Adelaide Centre - North Tower
40 Temperance St., Toronto, ON, M5H 0B4 Canada

Online Bill Payments:

Vendor name is **Cassels Brock Blackwell LLP** and you are required to enter the first six digits of the matter #

Invoice No: 2247332
Matter No.: 050505-00010
Amount: **CAD 15,591.85**

e-Transfer Payments: payments@cassels.com

Credit Card Payments: payments.cassels.com

Cassels Brock Blackwell LLP | cassels.com

Suite 3200, Bay Adelaide Centre - North Tower, 40 Temperance Street, Toronto, ON M5H 0B4 Canada | t: 416 869 5300 | f: 416 360 8877

FEE DETAIL			
Date	Name	Description	Hours
Jun-01-24	J. Bellissimo	Review emails and latest drafts of PM agreements; emails with M Vininsky regarding same;	1.70
Jun-05-24	R. Bassi	Review and revise offer to lease;	1.20
Jun-06-24	J. Bellissimo	Review offer to lease and various revisions to same; emails with R. Bassi regarding same; emails with KSV regarding same;	0.70
Jun-06-24	R. Bassi	Review client's comments regarding offer to lease; further revise and finalize redraft of offer to lease;	0.40
Jun-12-24	J. Bellissimo	Finalize and circulate execution copy of operating agreement; emails regarding same;	1.00
Jun-24-24	J. Bellissimo	Emails regarding termination letters for Bistro lease and management agreement; review and consider agreements; draft lease termination letter; draft management termination letter; emails with KSV regarding same; finalize and send letters;	1.60
Jul-18-24	R. Bassi	Review condition waiver and lease amending agreement;	0.20
Jul-19-24	J. Bellissimo	Review offer to lease amendment; emails with R. Bassi regarding same; emails with KSV regarding same;	0.80
Jul-26-24	J. Oliveira	Provide PINs and maps regarding 550 Bond Street West, Oshawa;	0.40
Jul-26-24	R. Bassi	Review offer to lease; prepare draft lease agreement;	4.30
Jul-28-24	R. Bassi	Complete preparation of draft lease agreement;	1.70
Jul-29-24	J. Bellissimo	Review draft lease agreement; revise same; various emails with R Bassi regarding same; emails with client regarding lease agreement and related issues;	1.50
Jul-29-24	R. Bassi	Finalize draft lease agreement;	0.40
Jul-31-24	J. Bellissimo	Emails regarding draft lease agreement;	0.30

FEE SUMMARY					
Name	Title	Hours	Rate	Amount	
Bellissimo, Joseph J.	Partner	7.60	1,005.00	7,638.00	
Bassi, Randy	Partner	8.20	730.00	5,986.00	
Oliveira, Jane	Law Clerk / Paralegal	0.40	250.00	100.00	
Total (CAD)		16.20		13,724.00	

Our Fees	13,724.00	
HST @ 13.00%	1,784.12	
TOTAL FEES & TAXES (CAD)		15,508.12

DISBURSEMENT SUMMARY

Non-Taxable Disbursements

Parcel Register	36.10
Total Non-Taxable Disbursements	<u>36.10</u>

Taxable Disbursements

Parcel Register	37.15
Documents & Plans	5.00
Total Taxable Disbursements	<u>42.15</u>
HST @ 13.00%	5.48
Total Taxable Disbursements & Taxes	<u>47.63</u>

TOTAL DISBURSEMENTS & TAXES (CAD) 83.73

TOTAL FEES 13,724.00
TOTAL DISBURSEMENTS 78.25
TOTAL TAXES 1,789.60
TOTAL FEES, DISBURSEMENTS & TAXES (CAD) 15,591.85



Attn: Bobby Kofman
KSV Advisory Inc.
220 Bay Street, 13th Floor
Toronto, ON M5J 2W4

Invoice No: 2252459
Date: September 25, 2024
Matter No.: 050505-00010
GST/HST No.: R121379572
Lawyer: Bellissimo, Joseph J.
Tel.: (416) 860-6572
E-mail: jbellissimo@cassels.com

Re: Potential Receivership of Chancery Seniors Housing et al.

Fees for professional services rendered up to and including August 31, 2024

Our Fees	1,900.00
HST @ 13.00%	247.00
TOTAL DUE (CAD)	2,147.00

We are committed to protecting the environment.

Please provide your email address to payments@cassels.com to receive invoice and reminder statements electronically.

Payment due upon receipt. Please return remittance advice(s) with cheque.

REMITTANCE ADVICE: Email payment details to payments@cassels.com

CAD EFT and Wire:

Bank of Nova Scotia
44 King St. West,
Toronto, ON, M5H 1H1

Bank I.D.: 002
Transit No.: 47696
Account No.: 0073911
Swift Code: NOSCCATT
ABA No.: 026002532

Cheque Payments:

Cassels Brock & Blackwell LLP
Finance & Accounting (Receipts)
Suite 3200, Bay Adelaide Centre - North Tower
40 Temperance St., Toronto, ON, M5H 0B4 Canada

Online Bill Payments:

Vendor name is **Cassels Brock Blackwell LLP** and you are required to enter the first six digits of the matter #

Invoice No: 2252459
Matter No.: 050505-00010
Amount: **CAD 2,147.00**

e-Transfer Payments: payments@cassels.com

Credit Card Payments: payments.cassels.com

Cassels Brock Blackwell LLP | cassels.com

Suite 3200, Bay Adelaide Centre - North Tower, 40 Temperance Street, Toronto, ON M5H 0B4 Canada | t: 416 869 5300 | f: 416 360 8877

FEE DETAIL			
Date	Name	Description	Hours
Aug-03-24	J. Bellissimo	Emails regarding lease agreement comments; review revised lease agreement;	0.50
Aug-03-24	R. Bassi	Review comments regarding lease agreement received from M. Vininsky; revise lease agreement;	0.40
Aug-17-24	J. Bellissimo	Email from KSV regarding Bistro funds; consider issues; draft notice regarding same; emails with KSV regarding same; finalize and send demand email;	1.10

FEE SUMMARY				
Name	Title	Hours	Rate	Amount
Bellissimo, Joseph J.	Partner	1.60	1,005.00	1,608.00
Bassi, Randy	Partner	0.40	730.00	292.00
Total (CAD)		2.00		1,900.00

Our Fees	1,900.00
HST @ 13.00%	247.00
TOTAL FEES & TAXES (CAD)	2,147.00

TOTAL FEES	1,900.00
TOTAL TAXES	247.00
TOTAL FEES & TAXES (CAD)	2,147.00



Attn: Bobby Kofman
KSV Advisory Inc.
220 Bay Street, 13th Floor
Toronto, ON M5J 2W4

Invoice No: 2256769
Date: October 30, 2024
Matter No.: 050505-00010
GST/HST No.: R121379572
Lawyer: Bellissimo, Joseph J.
Tel.: (416) 860-6572
E-mail: jbellissimo@cassels.com

Re: Potential Receivership of Chancery Seniors Housing et al.

Fees for professional services rendered up to and including September 30, 2024

Our Fees	438.00
HST @ 13.00%	56.94
TOTAL DUE (CAD)	494.94

We are committed to protecting the environment.

Please provide your email address to payments@cassels.com to receive invoice and reminder statements electronically.

Payment due upon receipt. Please return remittance advice(s) with cheque.

REMITTANCE ADVICE: Email payment details to payments@cassels.com

CAD EFT and Wire:

Bank of Nova Scotia
44 King St. West,
Toronto, ON, M5H 1H1

Bank I.D.: 002
Transit No.: 47696
Account No.: 0073911
Swift Code: NOSCCATT
ABA No.: 026002532

Cheque Payments:

Cassels Brock & Blackwell LLP
Finance & Accounting (Receipts)
Suite 3200, Bay Adelaide Centre - North Tower
40 Temperance St., Toronto, ON, M5H 0B4 Canada

Online Bill Payments:

Vendor name is **Cassels Brock Blackwell LLP** and you are required to enter the first six digits of the matter #

Invoice No: 2256769
Matter No.: 050505-00010
Amount: **CAD 494.94**

e-Transfer Payments: payments@cassels.com

Credit Card Payments: payments.cassels.com

Cassels Brock Blackwell LLP | cassels.com

Suite 3200, Bay Adelaide Centre - North Tower, 40 Temperance Street, Toronto, ON M5H 0B4 Canada | t: 416 869 5300 | f: 416 360 8877

FEE DETAIL			
Date	Name	Description	Hours
Sep-03-24	R. Bassi	Review sublease agreement; prepare email to M. Vininsky providing comments on sublease agreement.	0.60

FEE SUMMARY				
Name	Title	Hours	Rate	Amount
Bassi, Randy	Partner	0.60	730.00	438.00
Total (CAD)		0.60		438.00

Our Fees		438.00		
HST @ 13.00%		56.94		
TOTAL FEES & TAXES (CAD)				494.94

TOTAL FEES				438.00
TOTAL TAXES				56.94
TOTAL FEES & TAXES (CAD)				494.94



Attn: Bobby Kofman
KSV Advisory Inc.
220 Bay Street, 13th Floor
Toronto, ON M5J 2W4

Invoice No: 2285611
Date: June 20, 2025
Matter No.: 050505-00010
GST/HST No.: R121379572
Lawyer: Bellissimo, Joseph J.
Tel.: (416) 860-6572
E-mail: jbellissimo@cassels.com

Re: Potential Receivership of Chancery Seniors Housing et al.

Fees for professional services rendered up to and including May 31, 2025

Our Fees	8,850.00
Disbursements	1.25
Total Fees and Disbursements	8,851.25
HST @ 13.00%	1,150.66
TOTAL DUE (CAD)	10,001.91

We are committed to protecting the environment.

Please provide your email address to payments@cassels.com to receive invoice and reminder statements electronically.

Payment due upon receipt. Please return remittance advice(s) with cheque.

REMITTANCE ADVICE: Email payment details to payments@cassels.com

Canadian Dollar EFT and Wire

Payments:

Bank of Nova Scotia
44 King St. West,
Toronto, ON, M5H 1H1

Bank I.D.: 002
Transit No.: 47696
Account No.: 0073911
Swift Code: NOSCCATT
ABA No.: 026002532

Cheque Payments:

Cassels Brock & Blackwell LLP
Finance & Accounting (Receipts)
Suite 3200, Bay Adelaide Centre - North Tower
40 Temperance St., Toronto, ON, M5H 0B4 Canada

Online Bill Payments:

Vendor name is **Cassels Brock Blackwell LLP** and you are required to enter the first six digits of the matter #

Invoice No: 2285611
Matter No.: 050505-00010
Amount: **CAD 10,001.91**

e-Transfer Payments: payments@cassels.com

Credit Card Payments: payments.cassels.com

Cassels Brock Blackwell LLP | cassels.com

Suite 3200, Bay Adelaide Centre - North Tower, 40 Temperance Street, Toronto, ON M5H 0B4 Canada | t: 416 869 5300 | f: 416 360 8877

FEE DETAIL			
Date	Name	Description	Hours
Feb-05-25	J. Bellissimo	Review drat tolling agreement; emails regarding same;	0.30
Mar-18-25	J. Bellissimo	Review draft report; emails with KSV regarding same; emails with A. Hoy regarding same;	1.00
Mar-25-25	J. Bellissimo	Review further draft of second report; emails with A. Hoy regarding service/filing of same;	0.50
Mar-25-25	A. Hoy	Revising Service List; service of Report; preparing service letter and organizing for courier service of Report;	0.60
Mar-25-25	S. Fernandes	Reviewing and commissioning Affidavit of Service of A. Hoy;	0.30
Apr-04-25	A. Hoy	Preparing correspondence to claimant to advise of stay of proceedings;	0.60
Apr-07-25	J. Bellissimo	Review/revise draft letter regarding tenant application;	0.30
Apr-07-25	A. Hoy	Revisions to draft correspondence to OLTB; correspondence to client regarding same;	0.50
Apr-08-25	A. Hoy	Finalizing and issuing correspondence to OLTB;	0.60
Apr-29-25	J. Bellissimo	Emails with Oshawa City prosecutor;	0.60
Apr-30-25	J. Bellissimo	Emails with client; emails with Oshawa City prosecutor; review receivership order; emails regarding same;	1.40
May-01-25	J. Bellissimo	Emails with M. Basso regarding regulatory charge; emails with KSV regarding same;	0.60
May-06-25	J. Bellissimo	Emails with M. Basso regarding regulatory charge; high level review of disclosure regarding same; emails and calls with client regarding same; emails with M. Basso;	1.50
May-07-25	J. Bellissimo	Emails regarding regulatory charge/fine issues;	0.30
May-21-25	J. Bellissimo	Attend on conference call with Oshawa prosecutor; consider next steps;	0.50

FEE SUMMARY				
Name	Title	Hours	Rate	Amount
Bellissimo, Joseph J.	Partner	7.00	1,060.00	7,420.00
Hoy, Alec	Associate	2.30	550.00	1,265.00
Fernandes, Stephanie	Associate	0.30	550.00	165.00
TOTAL (CAD)		9.60		8,850.00
Our Fees			8,850.00	
HST @ 13.00%			1,150.50	
TOTAL FEES & TAXES (CAD)				10,000.50

DISBURSEMENT SUMMARY

Taxable Disbursements

Copies	1.25
Total Taxable Disbursements	<u>1.25</u>
HST @ 13.00%	0.16
Total Taxable Disbursements & Taxes	<u>1.41</u>

TOTAL DISBURSEMENTS & TAXES (CAD) 1.41

TOTAL FEES 8,850.00

TOTAL DISBURSEMENTS 1.25

TOTAL TAXES 1,150.66

TOTAL FEES, DISBURSEMENTS & TAXES (CAD) 10,001.91



Attn: Bobby Kofman
KSV Advisory Inc.
220 Bay Street, 13th Floor
Toronto, ON M5J 2W4

Invoice No: 2291065
Date: August 06, 2025
Matter No.: 050505-00010
GST/HST No.: R121379572
Lawyer: Bellissimo, Joseph J.
Tel.: (416) 860-6572
E-mail: jbellissimo@cassels.com

Re: Potential Receivership of Chancery Seniors Housing et al.

Fees for professional services rendered up to and including July 31, 2025

Our Fees	8,193.50
Disbursements	106.50
Total Fees and Disbursements	8,300.00
HST @ 13.00%	1,074.85
TOTAL DUE (CAD)	9,374.85

We are committed to protecting the environment.

Please provide your email address to payments@cassels.com to receive invoice and reminder statements electronically.

Payment due upon receipt. Please return remittance advice(s) with cheque.

REMITTANCE ADVICE: Email payment details to payments@cassels.com

Canadian Dollar EFT and Wire

Payments:

Bank of Nova Scotia
44 King St. West,
Toronto, ON, M5H 1H1

Bank I.D.: 002
Transit No.: 47696
Account No.: 0073911
Swift Code: NOSCCATT
ABA No.: 026002532

Cheque Payments:

Cassels Brock & Blackwell LLP
Finance & Accounting (Receipts)
Suite 3200, Bay Adelaide Centre - North Tower
40 Temperance St., Toronto, ON, M5H 0B4 Canada

Online Bill Payments:

Vendor name is **Cassels Brock Blackwell LLP** and
you are required to enter the first six digits of the
matter #

Invoice No: 2291065
Matter No.: 050505-00010
Amount: **CAD 9,374.85**

e-Transfer Payments: payments@cassels.com

Credit Card Payments: payments.cassels.com

Cassels Brock Blackwell LLP | cassels.com

Suite 3200, Bay Adelaide Centre - North Tower, 40 Temperance Street, Toronto, ON M5H 0B4 Canada | t: 416 869 5300 | f: 416 360 8877

FEE DETAIL			
Date	Name	Description	Hours
Jun-07-25	J. Bellissimo	Prepare summary of issues/options regarding regulatory proceeding; emails with A. Hoy regarding tenant claim matters;	1.30
Jun-10-25	J. Bellissimo	Emails with KSV regarding regulatory proceeding; emails with prosecutor regarding settlement; emails with KSV regarding same;	1.40
Jun-19-25	J. Bellissimo	Emails regarding regulatory proceeding;	0.40
Jul-25-25	J. Bellissimo	Emails with R. Bassi regarding covenant on title; consider same; email to M. Vininsky regarding same;	0.70
Jul-25-25	R. Bassi	Reviewing sublease agreement with 1000005758 Ontario Inc.; preparing list of comments for M. Vininsky; considering issue concerning discharge of expired covenant registered on title to subject lands; reviewing covenant and title searches;	1.70
Jul-25-25	T. Ouimet	Working group discussions; obtaining updated parcel registers and submitting same for review;	0.30
Jul-25-25	T. Rotman	Review of restrictive covenant; providing comments on same;	0.50
Jul-28-25	R. Bassi	Revising sublease agreement; reviewing relevant provisions of head lease for purposes of revising sublease agreement; corresponding with M. Vininsky regarding sublease agreement;	1.20
Jul-29-25	R. Bassi	Corresponding with M. Vininsky regarding excess rent payable under sublease; preparing landlord consent to sublease; revising and finalizing landlord consent to sublease;	1.60
Jul-30-25	R. Bassi	Reviewing correspondence between M. Vininsky and broker regarding consent to sublease; corresponding with M. Vininsky regarding excess rent amount;	0.30

FEE SUMMARY				
Name	Title	Hours	Rate	Amount
Bellissimo, Joseph J.	Partner	3.80	1,060.00	4,028.00
Bassi, Randy	Partner	4.80	775.00	3,720.00
Rotman, Talia	Associate	0.50	675.00	337.50
Ouimet, Tish	Law Clerk / Paralegal	0.30	360.00	108.00
TOTAL (CAD)		9.40		8,193.50
Our Fees			8,193.50	
HST @ 13.00%			1,065.16	
TOTAL FEES & TAXES (CAD)				9,258.66

DISBURSEMENT SUMMARY

Non-Taxable Disbursements

Parcel Register	31.95
Total Non-Taxable Disbursements	<u>31.95</u>

Taxable Disbursements

Parcel Register	74.55
Total Taxable Disbursements	<u>74.55</u>
HST @ 13.00%	9.69
Total Taxable Disbursements & Taxes	<u>84.24</u>

TOTAL DISBURSEMENTS & TAXES (CAD) 116.19

TOTAL FEES 8,193.50

TOTAL DISBURSEMENTS 106.50

TOTAL TAXES 1,074.85

TOTAL FEES, DISBURSEMENTS & TAXES (CAD) 9,374.85

Cassels

Attn: Bobby Kofman
KSV Advisory Inc.
220 Bay Street, 13th Floor
Toronto, ON M5J 2W4

Invoice No: 2302314
Date: November 10, 2025
Matter No.: 050505-00010
GST/HST No.: R121379572
Lawyer: Bellissimo, Joseph J.
Tel.: (416) 860-6572
E-mail: jbellissimo@cassels.com

Re: Potential Receivership of Chancery Seniors Housing et al.

Fees for professional services rendered up to and including October 31, 2025

Our Fees	16,173.00
HST @ 13.00%	2,102.49
TOTAL DUE (CAD)	18,275.49

We are committed to protecting the environment.

Please provide your email address to payments@cassels.com to receive invoice and reminder statements electronically.

Payment due upon receipt. Please return remittance advice(s) with cheque.

REMITTANCE ADVICE: Email payment details to payments@cassels.com

Canadian Dollar EFT and Wire

Payments:

Bank of Nova Scotia
44 King St. West,
Toronto, ON, M5H 1H1

Bank I.D.: 002
Transit No.: 47696
Account No.: 0073911
Swift Code: NOSCCATT
ABA No.: 026002532

Cheque Payments:

Cassels Brock & Blackwell LLP
Finance & Accounting (Receipts)
Suite 3200, Bay Adelaide Centre - North Tower
40 Temperance St., Toronto, ON, M5H 0B4 Canada

Online Bill Payments:

Vendor name is **Cassels Brock Blackwell LLP** and
you are required to enter the first six digits of the
matter #

Invoice No: 2302314
Matter No.: 050505-00010
Amount: **CAD 18,275.49**

e-Transfer Payments: payments@cassels.com

Credit Card Payments: payments.cassels.com

Cassels Brock Blackwell LLP | cassels.com

Suite 3200, Bay Adelaide Centre - North Tower, 40 Temperance Street, Toronto, ON M5H 0B4 Canada | t: 416 869 5300 | f: 416 360 8877

FEE DETAIL			
Date	Name	Description	Hours
Aug-05-25	R. Bassi	Reviewing email correspondence from M. Vininsky regarding excess rent amounts;	0.20
Aug-07-25	R. Bassi	Corresponding with M. Vininsky regarding amendment to sublease with North Oshawa Medical Centre Partnership; reviewing amendment to sublease;	0.30
Aug-12-25	R. Bassi	Reviewing correspondence from M. Vininsky regarding comments from subtenant's counsel; considering revisions requested by subtenant's counsel;	0.30
Aug-15-25	R. Bassi	Revising consent to sublease;	0.30
Aug-16-25	R. Bassi	Reviewing email correspondence from M. Vininsky; revising consent to sublease to incorporate further comments received from M. Vininsky;	0.30
Aug-20-25	R. Bassi	Revising and finalizing landlord consent to sublease; corresponding with M. Vininsky regarding same;	0.30
Aug-24-25	R. Bassi	Corresponding with M. Kotic regarding site plan for sublease agreement; finalizing sublease agreement;	0.30
Aug-26-25	R. Bassi	Reviewing correspondence from tenant's broker; reviewing executed consent to sublease and sublease agreement;	0.30
Sep-09-25	A. Hoy	Reviewing and revising Engagement Letter for RBC Realty Services;	0.60
Sep-10-25	A. Hoy	Revising draft Engagement Letter for RBC Realty Services;	1.50
Sep-10-25	J. Bellissimo	Emails and call with M. Vininsky regarding broker matters; review and revise RBC engagement letter; call with M. Vininsky; discuss with A. Hoy; emails with M. Vininsky;	2.80
Sep-22-25	A. Hoy	Review of draft engagement letter and further revisions;	0.70
Sep-22-25	J. Bellissimo	Review revisions to broker agent agreement; emails regarding same;	0.40
Oct-08-25	A. Hoy	Revising draft Engagement Letter for NBF;	2.20
Oct-09-25	A. Hoy	Revising draft Engagement Letter for NBF;	2.20
Oct-10-25	A. Hoy	Drafting Notice of Motion re approval of Engagement Letters;	2.10
Oct-14-25	A. Hoy	Revising draft Engagement Letter; correspondence with Receiver; preparing draft Motion Materials;	3.80
Oct-15-25	A. Hoy	Revisions to Engagement Letter; revising draft motion materials;	0.90
Oct-15-25	R. Bassi	[Lease Agreement - 505 Bond Street, Oshawa, Ontario] Reviewing correspondence forwarded by M. Vininsky regarding subtenant's request for additional HVAC; reviewing relevant provisions of lease agreement; preparing email to M. Vininsky advising on landlord's obligations regarding additional services;	0.40
Oct-16-25	R. Bassi	Corresponding with M. Vininsky regarding landlord and tenant responsibilities in respect of HVAC upgrades;	0.30
Oct-22-25	J. Bellissimo	Call with M. Vininsky regarding revisions to NBC	1.60

Date	Name	Description	Hours
		engagement letter; review same and consider indemnity issues;	
Oct-23-25	J. Bellissimo	Call with KSV and Fiera; revise NBC engagement letter; further review revisions to NBC engagement letter; emails regarding same;	0.80
Oct-28-25	J. Bellissimo	Review revised NBC engagement letter; emails with M. Vininsky;	0.20

FEE SUMMARY

Name	Title	Hours	Rate	Amount
Bellissimo, Joseph J.	Partner	5.80	1,060.00	6,148.00
Bassi, Randy	Partner	3.00	775.00	2,325.00
Hoy, Alec	Associate	14.00	550.00	7,700.00
TOTAL (CAD)		22.80		16,173.00

Our Fees	16,173.00
HST @ 13.00%	2,102.49
TOTAL FEES & TAXES (CAD)	18,275.49

TOTAL FEES	16,173.00
TOTAL TAXES	2,102.49
TOTAL FEES & TAXES (CAD)	18,275.49

This is Exhibit "B" referred to in the affidavit of Joseph Bellissimo, affirmed before me by videoconference on November 12, 2025 in accordance with O. Reg. 431/20. The affiant was located in the City of Toronto in the Province of Ontario and I was located in the City of Toronto in the Province of Ontario.



.....
A Commissioner for Taking Affidavits

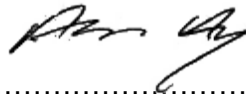
Commissioner Name: Alec Hoy
Law Society of Ontario Number: 85489K

EXHIBIT "B"
Calculation of Average Hourly Billing Rates of
Cassels Brock & Blackwell LLP
for the period from June 26, 2023 to October 31, 2025

Invoice No./ Period	Fees (\$)	Disbursements (\$)	HST (\$)	Total Fees, Disbursements and HST (\$)	Hours Billed	Average Billed Rate (\$)
#2208398 June 26, 2023 to July 31, 2023	22,853.00	440.83	3,007.76	26,301.59	29.00	788.03
#2210989 July 11, 2023 to August 31, 2023	2,352.00	48.98	312.13	2,713.11	3.10	758.71
#2213738 September 5, 2023 to September 30, 2023	20,310.00	538.00	2,685.93	23,533.93	29.50	688.47
#2217917 October 2, 2023 to November 10, 2023	10,798.50	444.64	1,451.55	12,694.69	15.50	696.68
#2241996 April 6, 2024 to May 31, 2024	5,628.00	190.08	756.35	6,574.43	5.60	1,005.00
#2247332 June 1, 2024 to July 31, 2024	13,724.00	78.25	1,789.60	15,591.85	16.20	847.16
#2252459 August 3, 2024 to August 31, 2024	1,900.00	0.00	247.00	2,147.00	2.00	950.00
#2256769 September 3, 2024 to September 30, 2024	438.00	0.00	56.94	494.94	0.60	730.00

#2285611 February 5, 2025 to May 31, 2025	8,850.00	1.25	1,150.66	10,001.91	9.60	921.88
#2291065 June 7, 2025 to July 31, 2025	8,193.50	106.5	1,074.85	9,374.85	9.40	871.65
#2302314 August 5, 2025 to October 31, 2025	16,173.00	0.00	2,102.49	18,275.49	22.80	709.34
Total	111,220.00	1,848.53	14,635.26	127,703.79	143.30	776.13

This is Exhibit "C" referred to in the affidavit of Joseph Bellissimo, affirmed before me by videoconference on November 12, 2025 in accordance with O. Reg. 431/20. The affiant was located in the City of Toronto in the Province of Ontario and I was located in the City of Toronto in the Province of Ontario.



.....
A Commissioner for Taking Affidavits

Commissioner Name: Alec Hoy
Law Society of Ontario Number: 85489K

EXHIBIT "C"

Billing Rates of Cassels Brock & Blackwell LLP

For the period from June 26, 2023 to October 31, 2025

Year of Call	Individual	Rate (\$)	Fees Billed (\$)	Hours Worked
2002	Joseph Bellissimo (2023 rate)	945.00	29,673.00	31.40
	Joseph Bellissimo (2024 rate)	1,005.00	14,874.00	14.80
	Joseph Bellissimo (2025 rate)	1,060.00	17,596.00	16.60
2004	Jane Dietrich	945.00	6,898.50	7.30
2008	Kori Williams	765.00	5,890.50	7.70
2014	Manraj Mukkar	685.00	1,918.00	2.80
2015	Randy Bassi (2024 rate)	730.00	6,716.00	9.20
	Randy Bassi (2025 rate)	775.00	6,045.00	7.80
2016	Kwaku Tabi	685.00	1,027.50	1.50
2019	Talia Rotman	675.00	337.50	0.50
2022	Alec Hoy (2023 rate)	420.00	9,408.00	22.40
	Alec Hoy (2025 rate)	550.00	8,965.00	16.30
2022	Stephanie Fernandes	550.00	165.00	0.30
	Colleen Brewster (Law Clerk / Paralegal)	465.00	930.00	2.00
	Tish Ouimet (Law Clerk / Paralegal)	360.00	108.00	0.30
	Amanda Long (Law Clerk / Paralegal)	330.00	198.00	0.60
	Anita Im (Law Clerk / Paralegal)	280.00	280.00	1.00
	Jane Oliveira (2023 rate) (Law Clerk / Paralegal)	225.00	90.00	0.40
	Jane Oliveira (2024 rate) (Law Clerk / Paralegal)	250.00	100.00	0.40

FIERA FP REAL ESTATE FINANCING FUND, L.P. - and -
Applicant

CHANCERY (OSHAWA) THE BARTLETT LIMITED PARTNERSHIP et al.
Respondents

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT TORONTO

**AFFIDAVIT OF JOSEPH BELLISSIMO
(SWORN NOVEMBER 12, 2025)**

CASSELS BROCK & BLACKWELL LLP

Suite 3200, Bay Adelaide Centre – North Tower
40 Temperance Street
Toronto, ON M5H 0B4

Joseph Bellissimo LSO#: 46555R

Tel: 416.860.6572
jbellissimo@cassels.com

Alec Hoy LSO#: 85489K

Tel: 416.860.2976
ahoy@cassels.com

Lawyers for the Receiver

TAB 3

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE) WEDNESDAY, THE 19TH
)
MADAM JUSTICE STEELE) DAY OF NOVEMBER, 2025
)

BETWEEN

FIERA FP REAL ESTATE FINANCING FUND, L.P.

Applicant

- and -

**CHANCERY (OSHAWA) THE BARTLETT LIMITED PARTNERSHIP and CHANCERY
(OSHAWA) THE BARTLETT GP INC.**

Respondents

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

ORDER

THIS MOTION, made by KSV Restructuring Inc. ("**KSV**"), in its capacity as court-appointed receiver and manager (in such capacity, the "**Receiver**"), without security, of the property, assets and undertaking (the "**Property**") of Chancery (Oshawa) The Bartlett Limited Partnership ("**Chancery LP**") and Chancery (Oshawa) The Bartlett GP Inc. ("**Chancery GP**" and with Chancery LP, the "**Partnership**"), for an order, *inter alia*: (i) approving the FPPA Resolution (as defined below); (ii) approving the Reports (as defined below), and the activities and conduct of the Receiver described therein; and (iii) approving the fees and disbursements of the Receiver and its counsel, Cassels Brock & Blackwell LLP ("**Cassels**"), was heard this day by judicial videoconference via Zoom in Toronto, Ontario.

ON READING the Motion Record of the Receiver dated November 12, 2025, including the Third Report of the Receiver dated November 12, 2025 (including the appendices thereto) (the "**Third Report**"), and on hearing the submissions of counsel for the Receiver and such other

counsel as were present, no one else appearing although duly served as appears from the Affidavit of Service of Eva Hyderman dated November 12, 2025.

SERVICE AND DEFINITIONS

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

2. **THIS COURT ORDERS** that capitalized terms used in this Order and not otherwise defined herein shall have the meanings ascribed to them in the Third Report.

APPROVAL OF FPPA RESOLUTION

3. **THIS COURT ORDERS** that the Receiver be and is hereby authorized and directed to enter a guilty plea for and on behalf of Chancery GP (and not in the Receiver's personal or corporate capacity) in connection with the FPPA Prosecution (as defined in the Third Report) and pay the fine equal to \$5,000.00 plus the applicable victim fine surcharge and costs agreed to in connection therewith (the "**FPPA Resolution**").

4. **THIS COURT ORDERS** that the Receiver is hereby authorized to act on behalf of Chancery GP in fulfilling Chancery GP's obligations under the FPPA Resolution and any ancillary documents and agreements related thereto, including paying the fine, victim fine surcharge and costs contemplated by the FPPA Resolution, and to take such additional steps and execute such additional documents as may be necessary or desirable to give effect to the FPPA Resolution.

APPROVAL OF RECEIVER'S REPORTS AND ACTIVITIES

5. **THIS COURT ORDERS** that the Pre-Filing Report of the Proposed Receiver dated July 13, 2023, the First Report of the Receiver dated November 9, 2023, the Second Report of the Receiver dated March 25, 2025 and the Third Report (collectively, the "**Reports**"), and the actions, conduct and activities of the Receiver described therein, are hereby approved; provided, however,

that only the Receiver, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.

APPROVAL OF FEES AND DISBURSEMENTS OF THE RECEIVER AND ITS COUNSEL

6. **THIS COURT ORDERS** that the fees and disbursements of the Receiver and Cassels, as described in the Third Report and supported by the affidavits appended thereto, be and are hereby approved.

GENERAL

7. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal and regulatory or administrative bodies, having jurisdiction in Canada or in any other 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, 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.

8. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. (Eastern Time) on the date of this Order without the need for entry or filing.

**IN THE MATTER OF THE RECEIVERSHIP OF CHANCERY (OSHAWA) THE BARTLETT LIMITED PARTNERSHIP AND CHANCERY (OSHAWA)
THE BARTLETT GP INC.**

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT TORONTO

ORDER

CASSELS BROCK & BLACKWELL LLP

Suite 3200, Bay Adelaide Centre – North Tower
40 Temperance St.
Toronto, ON M5H 0B4

Joseph Bellissimo LSO#: 46555R

Tel: 416.860.6572
jbellissimo@cassels.com

Alec Hoy LSO#: 85489K

Tel: 416.860.2976
ahoy@cassels.com

Lawyers for KSV Restructuring Inc. as Receiver of Chancery
(Oshawa) The Bartlett Limited Partnership and Chancery
(Oshawa) the Bartlett GP Inc.

**IN THE MATTER OF THE RECEIVERSHIP OF CHANCERY (OSHAWA) THE BARTLETT LIMITED PARTNERSHIP AND CHANCERY (OSHAWA)
THE BARTLETT GP INC.**

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT TORONTO

MOTION RECORD

CASSELS BROCK & BLACKWELL LLP

Suite 3200, Bay Adelaide Centre – North Tower
40 Temperance St.
Toronto, ON M5H 0B4

Joseph Bellissimo LSO#: 46555R

Tel: 416.860.6572
jbellissimo@cassels.com

Alec Hoy LSO#: 85489K

Tel: 416.860.2976
ahoy@cassels.com

Lawyers for KSV Restructuring Inc. as Receiver of Chancery
(Oshawa) The Bartlett Limited Partnership and Chancery
(Oshawa) the Bartlett GP Inc.