

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

THE TORONTO-DOMINION BANK

Applicant

- and -

DOSANJH CARE INC.

Respondent

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

MOTION RECORD
(Returnable July 9, 2026)

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Receiver

TO: SERVICE LIST

SERVICE LIST
(as at June 11, 2026)

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TAB 1

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

THE TORONTO-DOMINION BANK

Applicant

- and -

DOSANJH CARE INC.

Respondent

**IN THE MATTER OF AN APPLICATION PURSUANT TO 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

Albert Gelman Inc. (“**AGI**”), in its capacity as Court-appointed receiver (in such capacity, the “**Receiver**”) of all of the assets, undertakings and properties of Dosanjh Care Inc., (the “**Debtor**”) acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (the “**Property**”) which Property includes, without limitation, the real property known municipally as 532 Main Street, Powassan, Ontario, will make a motion to a judge of the Ontario Superior Court of Justice (the “**Court**”) on July 9, 2026 at 11:00 a.m. or as soon after that time as the motion can be heard, at 330 University Avenue, Toronto, Ontario.

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

- ☐ In writing under subrule 37.12.1 (1) because it is made without notice;
- ☐ In writing as an opposed motion under subrule 37.12.1 (4);
- ☐ In person;
- ☐ By telephone conference;
- ☒ **By video conference.**

Videoconference link will be available on Case Center portal for this matter.

THE MOTION IS FOR:¹

1. An approval and vesting order (the “**AVO**”), substantially in the form included at Tab 3 of the motion record served herewith, *inter alia*:
 - (a) abridging and validating the time for service and filing of this Notice of Motion and the Motion Record so that this motion is properly returnable today and dispensing with further service thereof;
 - (b) approving the agreement of purchase and sale, dated April 28, 2026, between the Receiver and Nwaligbe Restful Health Care Inc. (the “**Purchaser**”), as amended by an amendment to agreement of purchase and sale dated May 12, 2026 and as further amended by an amendment to agreement of purchase and sale dated May 20, 2026, together with such minor amendments thereto as the Receiver may deem necessary in its sole discretion (collectively, the “**Sale Agreement**”), and the transaction contemplated therein (the “**Transaction**”);
 - (c) authorizing and directing the Receiver to complete the Transaction and to take such additional steps and execute such additional documents as may be necessary or desirable for completion of the Transaction;
 - (d) vesting title in and to the Real Property (as defined in the Sale Agreement) in the Purchaser, free and clear of all encumbrances other than permitted encumbrances, upon the delivery of a Receiver’s Certificate to the Purchaser confirming, among other things, the completion of the Transaction; and
 - (e) sealing Confidential Appendix 1, Confidential Appendix 2 and Confidential Appendix 3 to the First Report of the Receiver dated July 3, 2026 (the “**First Report**”), such that they shall be sealed, kept confidential and not form part of the public record, until Closing (as defined in the Sale Agreement) of the Transaction.
2. An order (the “**Distribution, Discharge and Ancillary Relief Order**”), substantially in the form included at Tab 5 of the motion record served herewith, *inter alia*:
 - (a) approving the First Report of the Receiver dated July 3, 2026 (the “**First Report**”), and the actions, activities and conduct of the Receiver as set out therein;
 - (b) approving the Receiver’s Final Statement of Receipts and Disbursements as at July 2, 2026;
 - (c) approving the fees and disbursements of the Receiver and its counsel, Chaitons LLP (“**Chaitons**”), as described in the First Report;
 - (d) approving the proposed distributions described in the First Report; and

¹ Capitalized terms used by not defined herein have the meanings given to them in the First Report at Tab 2 of the motion record served herewith.

- (e) effective upon the filing of a certificate (the “**Discharge Certificate**”), discharging AGI as Receiver and releasing AGI from any liability arising from its acts or omissions while acting in its capacity as Receiver, save and except for any gross negligence or wilful misconduct.

3. Such further and other relief that the Receiver may request and this Honourable Court may consider just.

THE GROUNDS FOR THE MOTION ARE:

Background

1. Pursuant to an order of this Court made on June 2, 2025, AGI was appointed Receiver of the assets, undertakings, and properties of Dosanjh Care Inc. (the “**Appointment Order**”).
2. Kiranjit Dosanjh (“**K. Dosanjh**”) is the sole director of the Debtor.
3. The Real Property contains a 48-bed assisted living facility and a detached single family residential dwelling and was previously operated as a care home facility under the Community Homes for Opportunity (CHO) Program. The operation was closed in October 2023 due to an order of the North Bay Parry Sound District Health Unit.
4. TD Bank provided financing to the Debtor pursuant to a loan agreement dated October 14, 2022, which provided for a loan facility in the principal amount of \$2,250,000 to finance the Debtor’s acquisition of the Real Property.
5. As security for the Debtor’s obligations to TD Bank, the Debtor granted, among other things (collectively, the “**TD Bank Security**”): (a) a first-ranking charge in the principal amount of \$2,250,000 (the “**TD Bank Mortgage**”); (b) a general security agreement; and (c) a general assignment of rents registered.
6. The Debtor’s obligations to TD Bank were also guaranteed by K. Dosanjh pursuant to a guarantee.

Sale Process Summary

7. The primary realizable asset of the Debtor that the Receiver is aware of is the Real Property.

8. The Appointment Order empowered and authorized the Receiver to market and sell any or all of the property of the Debtor, subject to Court approval.
9. The Receiver obtained an appraisal in respect of the Real Property from TL Smith Appraisals (the “**Appraiser**”).
10. The Receiver entered into a listing agreement with Lennard Commercial Realty, Brokerage (the “**Realtor**”).
11. On December 2, 2025, the Real Property was publicly listed on the Multiple Listing Service for \$600,000.
12. During the course of the marketing period the Realtor received 21 inquiries about the Real Property and conducted 8 tours.
13. The Receiver received a total of 6 offers from 4 separate parties.
14. The Receiver received an offer from the Purchaser (the “**Offer**”) which included conditions related to financing, general due diligence and solicitor approval.

The Sale Agreement

15. Over a period of approximately 6 weeks the Purchaser conducted its due diligence and has advised the Realtor that it has obtained the necessary financing to close the Transaction.
16. On May 22, 2026, the Purchaser waived all remaining conditions of the Transaction.
17. The Purchaser has paid a total deposit of \$50,000, which is currently held in trust by the Realtor.
18. The only remaining condition is the issuance of the AVO.
19. The Receiver recommends that this Court approve the Sale Agreement for the reasons more fully set out in the First Report, including, among other things, that:
 - (a) the Real Property was adequately exposed to the market;
 - (b) the market was sufficiently canvassed, as evidenced by the number of inquiries, tours and offers received;
 - (c) the purchase price under the Sale Agreement is fair and reasonable;
 - (d) the Transaction represents the best offer received by the Receiver; and

- (e) the Sale Agreement is conditional only upon the Court issuing an approval and vesting order.

20. The sale proceeds generated from the Transaction are expected to result in a partial payout of the TD Bank Mortgage resulting in TD Bank suffering a shortfall.

21. TD Bank consents to the Transaction.

Distributions

22. The Receiver's independent legal counsel, Chaitons LLP, has provided the Receiver with a security opinion that, subject to the assumptions and qualifications set out therein: (a) the TD Bank Mortgage is valid and enforceable; and (b) the general security agreement granted by the Debtor in favour of TD Bank creates a security interest in favour of TD Bank in the Debtor's present and after-acquired personal property.

23. Following completion of the Transaction and subject to Court approval, the Receiver is proposing that it be authorized to make the Distributions described in the First Report.

Sealing Order

24. The Receiver requests that the Confidential Appendices, consisting of the unredacted version of the Sale Agreement, the appraisal and the summary of offers received by the Receiver during the Sale Process, be sealed, kept confidential and not form part of the public record, until closing of the Transaction or further order of the Court.

25. Each of the Confidential Appendices to the First Report contain information of a highly sensitive commercial nature, which would likely adversely impact the future marketability of the Real Property and jeopardize the value that could be generated from the sale of the Real Property.

26. The Receiver is not aware of any party that would be prejudiced by the temporary sealing of the Confidential Appendices, nor of any public interest that would be served by their disclosure prior to completion of the Transaction.

Activity and Fee Approval

27. The First Report includes a detailed summary of the Receiver's activities since the date of its appointment.

28. The First Report also includes the Fee Affidavits detailing the fees and disbursements of the Receiver and its counsel, Chaitons.

29. The Receiver is of the view that its fees and disbursements in its capacity as Receiver and those of its counsel, as well as the estimated final accruals, as described in the First Report and aforesaid affidavits, are fair and reasonable.

Discharge of the Receiver

30. Subject to this Court granting the relief sought herein, the Receiver will be required to complete the following remaining duties (the “**Remaining Activities**”):

- (a) complete the Transaction;
- (b) make the Distributions described in this First Report;
- (c) pay the final fees of the Receiver and counsel to the Receiver as set out in the Estimated Final Accruals;
- (d) undertake such other administrative activities as may be required to complete its mandate.

31. Upon completion of the Remaining Activities, the Receiver shall file with the Court the Discharge Certificate in order to effect its discharge as Receiver of the Debtor.

32. In these circumstances, it is appropriate for the Receiver to seek an order discharging AGI as Receiver and releasing AGI from any and all liability in respect of its activities as Receiver.

Other Grounds for Relief

33. The provisions of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended, and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended, and the inherent and equitable jurisdiction of this Court;

34. Rules 1.04, 1.05, 2.03, 3.02, 16 and 37 of the *Rules of Civil Procedure* (Ontario), R.R.O. 1990, Reg. 194, as amended; and

35. Such further and other grounds as counsel may advise and this Honourable Court may permit.

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

1. The First Report, and the Appendices thereto.

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

July 3, 2026

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its capacity as Court-Appointed
Receiver

TO: SERVICE LIST

THE TORONTO-DOMINION BANK
Applicant

-and-

DOSANJH CARE INC.
Respondent

Court File No. CV-25-00740567-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT TORONTO

**NOTICE OF MOTION
(Returnable July 9, 2026)**

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Lawyers for Albert Gelman Inc., in its capacity as Court-
Appointed Receiver

TAB 2

**ONTARIO
SUPERIOR COURT OF JUSTICE
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THE TORONTO-DOMINION BANK

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Respondent

**APPLICATION UNDER SUBSECTION 243(1) OF THE *BANKRUPTCY AND INSOLVENCY ACT*,
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FIRST REPORT OF THE RECEIVER

(Dated July 3, 2026)

I. INTRODUCTION

1. This first report ("**First Report**") is filed by Albert Gelman Inc. ("**AGI**"), in its capacity as receiver (in such capacity, the "**Receiver**") appointed, without security, over all of the assets, undertakings and properties of Dosanjh Care Inc. (the "**Company**") including the proceeds thereof (the "**Property**") by Order of the Ontario Superior Court of Justice, Commercial List (the "**Court**") dated June 2, 2025 (the "**Appointment Order**") , made pursuant to section 243(1) of the *Bankruptcy and Insolvency Act* R.S.C. 1985, c. B-3, as amended ("**BIA**") and section 101 of the *Courts of Justice Act*, R.S.O 1990, c. 43, as amended. The Property includes, the real property known municipally as 532 Main Street, Powassan, Ontario (the "**Real Property**"). A copy of the Appointment Order along with the endorsement of Justice J. Steele made June 2, 2025 (the "**Endorsement**") is attached hereto as **Appendix "A"**.

2. The Company is the registered owner of two parcels of land associated with the municipal address 532 Main Street, Powassan, Ontario: (i) PIN 52209-0615, legally described as PT LTS 7 & 8 BLK E PL 44, PT STATION GROUNDS PL 44, PT 3, 42R19599; Municipality of Powassan ("**PIN 52209-0615**"); and (ii) PIN 52209-0643, legally described as PART STATION GROUNDS, PART LOT 7, BLOCK E, PLAN 44, PART 1, PLAN 42R22331; Municipality of Powassan ("**PIN 52209-0643**" and together with PIN 52209-0615, the "**Real Property**"). For purposes of this report, PIN 52209-0615 is referred to as the "Mortgaged Parcel" and PIN 52209-0643 is referred to as the "Additional Parcel".
3. Prior to the date of the Appointment Order, AGI was appointed as Interim Receiver by Order of the Court dated May 6, 2025 (the "**IR Order**") pursuant to section 47(1) of the BIA for the limited purposes of, among other things, the following: (a) effecting the placement of insurance coverage on the Mortgaged Parcel; and, (b) registering the IR Order against title to the Mortgaged Parcel.
4. On June 13, 2025, K. Dosanjh (defined below) on behalf of the Company served a Notice of Appeal of the Appointment Order to the Ontario Court of Appeal.
5. On October 9, 2025 Justice Wilson J. A. issued an endorsement in respect of the attempted appeal of the Appointment Order ("**Appeal Endorsement**"). Justice Wilson J.A. declined to grant an extension of time to serve and file the appeal or seek leave to appeal, and stated that the appeal was a nullity. Accordingly, the Appointment Order remains in force and effect. A copy of Appeal Endorsement is attached hereto as **Appendix "B"**.

II. PURPOSE OF THIS REPORT

6. This First Report is filed to:
- a. report on the Receiver's activities in these receivership proceedings since the date of the Appointment Order;
 - b. request an Order, among other things:
 - i. approving and authorizing the Receiver to enter into and carry out the terms of the sale transaction (the "**Transaction**") contemplated by an agreement of purchase and sale dated April 28, 2026, as amended by an amendment to agreement of purchase and sale dated May 12, 2026 and as further amended by amendment to agreement of purchase and sale dated May 20, 2026 (collectively, the "**Sale Agreement**"), entered into between the Receiver, as seller, and Nwaligbe Restful Health Care Inc. (the "**Purchaser**"), as purchaser, and vesting in the Purchaser, the Company's right, title and interest in and to the Real Property free and clear of all encumbrances other than permitted encumbrances pursuant to an approval and vesting order (the "**AVO**"), to be effective upon the Receiver filing the Receiver's Certificate attached thereto;
 - ii. sealing the confidential appendices to this First Report until the closing of the Transaction has occurred;

- iii. approving the Receiver's proposed Distributions (defined below);
- iv. approving this First Report and the actions and activities of the Receiver described herein;
- v. approving the Receiver's final statement of receipts and disbursements as of July 2, 2026 (the "**Final SRD**"), including the estimated final accruals to complete its mandate as set out on the Final SRD (the "**Estimated Final Accruals**");
- vi. approving the fees and disbursements of the Receiver and its legal counsel, Chaitons LLP ("**Chaitons**") as outlined herein and detailed in the supporting fee affidavits appended hereto;
- vii. discharging AGI as Receiver and releasing AGI from all liability upon the filing with the Court of the discharge certificate (the "**Discharge Certificate**"), which Discharge Certificate shall be filed subsequent to the Receiver completing the Remaining Activities (defined below) as set out below; and,
- viii. such further and other relief as this Honourable Court may deem just.

III. SCOPE AND TERMS OF REFERENCE

7. In preparing this First Report, the Receiver has obtained and relied upon certain unaudited financial information and records of the Company. In addition, the Receiver has had discussions with representatives of Toronto-Dominion Bank ("**TD Bank**") and their legal counsel and relied on certain loan information provided by them.

8. While the Receiver has reviewed the various documents provided, such review does not constitute an audit or verification of such information for accuracy, completeness or compliance with Accounting Standards for Private Enterprises ("**ASPE**") or International Financial Reporting Standards ("**IFRS**"). Accordingly, the Receiver expresses no opinion or other form of assurance pursuant to ASPE or IFRS or otherwise with respect to such information except as expressly stated herein.

9. This First Report has been prepared for the purposes described above. Accordingly, the reader is cautioned that this First Report may not be appropriate for any other purpose.

10. Unless otherwise noted, all monetary amounts referenced herein are expressed in Canadian dollars.

11. This First Report and all other court materials and orders issued and filed in these receivership proceedings are available on the Receiver's website at: <https://www.albertgelman.com//filedocuments/#Dosanjh> (the "**Case Website**") and will remain available on the website for a period of at least six (6) months following the Receiver's discharge.

IV. BACKGROUND INFORMATION

12. The Company was incorporated federally in Canada on September 13, 2022. Pursuant to a corporate profile report obtained by the Receiver, which was generated on June 1, 2026, Kiranjit Dosanjh ("**K. Dosanjh**") is the sole director of the Company.

13. The Company is the owner of the Real Property which is located in Powassan, Ontario. The building located on the Real Property consists of a 48-bed assisted living facility and a detached single family residential dwelling and was previously operated as a care home facility under the Community Homes for Opportunity (CHO) Program. The operation was closed in October 2023 pursuant to an order of the North Bay Parry Sound District Health Unit.

14. TD Bank provided financing to the Company pursuant to a loan agreement dated October 14, 2022, which provided for a loan facility in the principal amount of \$2,250,000 to finance the Company's acquisition of the Real Property.

15. As security for the Company's obligations to TD Bank, the Company granted, among other things (collectively, the "**TD Bank Security**"): (a) a first-ranking charge in the principal amount of \$2,250,000 registered on January 13, 2023 as Instrument No. GB160992 against the Mortgaged Parcel (the "**TD Bank Mortgage**"); (b) a general security agreement dated December 20, 2022, registered under the *Personal Property Security Act* on January 13, 2023; and (c) a general assignment of rents registered on January 13, 2023 as Instrument No. GB160993 against the Mortgaged Parcel.

16. The Company's obligations to TD Bank were also guaranteed by Kiranjit Kaur Dosanjh pursuant to a guarantee dated December 20, 2022.

17. Further details about the Company and the events leading up to the appointment of the Receiver can be found in the affidavit of Kathryn Furfaro, Manager, Commercial Credit with the Financial Restructuring Group of TD Bank, sworn April 10, 2025, which was filed in support of TD Bank's application.

V. ACTIONS AND ACTIVITIES OF THE RECEIVER

18. Since the date of the IR Order the Receiver undertook, among other things, the following actions and activities:

- a. obtained property and liability insurance coverage over the Real Property from its insurance broker, Aon Canada Inc.; and
- b. registered the IR Order on title to the Mortgaged Parcel.

19. Since the date of the Appointment Order the Receiver undertook, among other things, the following actions and activities:

Real Property

- a. took possession of the Real Property on June 6, 2025;
- b. retained Richmond Advisory Services Inc. (the “**Property Manager**”) to manage the Real Property. The Property Manager’s responsibilities are, among other things, the following: (i) attend the Real Property at least once every 72 hours in order to perform maintenance checks and walkthroughs; (ii) attend to required repairs and ongoing maintenance; (iii) change the exterior locks to the building located on the Real Property; and, (iv) arrange for ongoing utility services;
- c. registered the Appointment Order on title to the Mortgaged Parcel;
- d. retained TL Smith Appraisals (the “**Appraiser**”) to prepare an appraisal for the Real Property;
- e. continue its existing insurance policy (previously in its capacity as interim receiver) with Aon Canada Inc in its capacity as Receiver;
- f. negotiated and executed an N11 Agreement to End the Tenancy with Barry Aultman who had been residing at the Real Property;
- g. advised the Municipality of Powassan of the Receiver’s appointment and requested a current property tax certificate which it subsequently received;
- h. entered into a listing agreement with Lennard Commercial Realty, Brokerage (the “**Realtor**”);
- i. engaged Chaitons to provide the Receiver with an independent legal opinion on the validity and enforceability of the TD Bank Security (the “**Security Opinion**”);
- j. engaged Pinchin Ltd. to prepare Phase I Environment Site Assessments for the Real Property;
- k. undertook a sales process to sell the Real Property which is further described below;

Other Actions of the Receiver

- l. served K. Dosanjh with a copy of the Appointment Order by email. On June 12, 2025 the Receiver sent an email to K. Dosanjh requesting various documents and information in order to assist the Receiver with its administration of the receivership proceedings. K. Dosanjh did not respond to the Receiver. K. Dosanjh has not co-operated with the Receiver in order to assist it with the administration of these receivership proceedings;
- m. retained Chaitons to act as the Receiver’s independent legal counsel;

- n. prepared and issued the prescribed notices (the “**Receiver’s Notices**”) pursuant to Section 245(1) and 246(1) of the BIA. As of the date of this First Report the Receiver has not received cooperation from K. Dosanjh and, as a result, does not have a complete list of the Company’s creditors. As such, the Receiver sent the Receiver’s Notices to those creditors it was aware of;
- o. contacted the Canada Revenue Agency (“**CRA**”) to request information regarding any amounts owing by the Company for all CRA accounts;
- p. provided regular updates to TD Bank regarding the administration of the receivership proceedings;
- q. in accordance with paragraph 26 of the Appointment Order, established the Case Website which the Receiver maintains;
- r. responded to the enquiries from various creditors and other stakeholders; and,
- s. prepared this First Report.

20. After the Appointment Order was granted, a statement of claim was issued in the name of the Company against North Bay Parry Sound Health Unit under Court File NO. CV-25-00000130-000 (the “**North Bay Action**”). A copy of the statement of claim issued in the North Bay Action is attached hereto as **Appendix “C”**.

21. The Receiver did not authorize the commencement of the North Bay Action. Following its review of the statement of claim and the available information, the Receiver determined that pursuing the North Bay Action would not be commercially reasonable or in the interests of the receivership estate. Accordingly, on November 6, 2025, Chaitons LLP, as counsel to the Receiver, served a Notice of Change of Lawyer and filed a Notice of Discontinuance in respect of the North Bay Action with the Ontario Superior Court of Justice. A copy of confirmation of filing of the Notice of Discontinuance is attached hereto as **Appendix “D”**.

VI. ASSETS AND LIABILITIES

Assets

22. The primary realizable asset of the Company that the Receiver is aware of is the Real Property.

23. Unless and until K. Dosanjh provides the Receiver with the Company’s books and records, including current accounting records, the Receiver is unable to determine if there are any other assets of the Company.

Secured Liabilities

Mortgage and PPSA Security

24. As previously noted, the Company granted the TD Bank Mortgage as security for its obligations to TD Bank. There are no other charges/mortgages registered on title to the Mortgaged Parcel. There are no charges/mortgages registered on title to the Additional Parcel.

25. TD Bank provided the Receiver with a payout statement, a copy of which is attached hereto at **Appendix “E”**. According to the payout statement, the Company is indebted to TD Bank in the amount of approximately \$2.475 million as of June 9, 2026 plus accruing interest and costs.

26. Pursuant to a *Personal Property Security Act* (Ontario) (“**PPSA**”) search conducted by the Receiver on January 26, 2026 (file currency: January 25, 2026), TD Bank is the only creditor to have registered a financing statement against the Company.

27. The Receiver's independent legal counsel, Chaitons, has provided the Receiver with a security opinion in respect of TD Bank's security. Subject to the assumptions and qualifications set out therein, the security opinion provides, among other things, that: (a) the TD Bank Mortgage is a valid and enforceable registered charge/mortgage against the Mortgaged Parcel; and (b) the general security agreement granted by the Company in favour of TD Bank creates a security interest in favour of TD Bank in the Company's present and after-acquired personal property.

Realty Taxes

28. The Receiver received a notice from the Municipality of Powassan dated June 22, 2026 which indicates that there are unpaid property tax arrears of \$10,185.80.

Canada Revenue Agency

29. Based on the information available to the Receiver, including its communications with CRA to date, CRA has not identified any amounts owing by the Company in respect of GST/HST or employee source deductions, and the Receiver is not aware of any collected but unremitted GST/HST or unremitted employee source deduction amounts.

30. The Receiver understands that the Company's historical operations consisted of care-home / residential accommodation operations and that GST/HST was not required to be collected from residents in respect of those operations. The Receiver also has not identified any records or other information indicating that the Company had employees or payroll source deduction obligations, and the Receiver is not aware of any outstanding payroll source deduction obligations.

31. The Receiver has requested the Company's books and records from K. Dosanjh in order to assess and, if necessary, complete any outstanding tax filings. As of the date of this First Report, K. Dosanjh has not provided the Receiver with the location of the Company's books and records or the information requested by the Receiver. Any potential CRA claim for corporate income tax would be an unsecured claim and, based

on the anticipated net realizations and the amount owing to TD Bank, would not result in any distribution to CRA.

Unsecured Liabilities

32. The Receiver requires additional information from K. Dosanjh in order to determine who the unsecured creditors are for the Company. The amounts owing to TD Bank significantly exceed the anticipated net realizations from the sale of the Real Property. The Receiver does not expect that any funds will be available for distribution to unsecured creditors. Accordingly, the Receiver does not believe that it would be cost-effective or in the interests of the receivership estate to incur additional costs to identify unsecured creditors beyond the Receiver's existing inquiries.

VII. APPROVAL OF SALE TRANSACTION

33. The Receiver obtained a comprehensive appraisal report from TL Smith Appraisals (defined above as the Appraiser) in respect of the Real Property (i.e. including both the Mortgaged Parcel and the Additional Parcel). The Appraisal provides an opinion of the market value of the Real Property as of June 24, 2025 (the "**Appraisal**"). A unredacted copy of the Appraisal is attached as **Confidential Appendix "1"**.

34. The Receiver understands from the Appraiser that the Additional Parcel is landlocked and has no independent realizable value.

Sales Process

35. In accordance with paragraphs 3(j) and 3(k) of the Appointment Order the Receiver was empowered and authorized to market and sell any or all of the property of the Company subject to Court approval.

36. On December 2, 2025, the Real Property was publicly listed by the Realtor on the Multiple Listing Service for \$600,000.

37. During the course of the marketing period the Realtor received 21 inquiries about the Real Property and conducted 8 tours. The Receiver received a total of 6 offers from 4 separate parties. A summary of the offers received for the Real Property is attached hereto as **Confidential Appendix "2"**.

Sale Agreement

38. On or about April 13, 2026 the Receiver received an offer from the Purchaser (the "**Offer**") which included conditions related to financing, general due diligence and solicitor approval.

39. Over a period of approximately 6 weeks the Purchaser conducted its due diligence. The Purchaser has advised the Realtor that it has obtained the necessary financing to close the transaction. On May 22, 2026 the Purchaser waived all conditions.

40. The Purchaser has paid a total deposit of \$50,000 which is currently held in trust by the Realtor. The only remaining condition under the Sale Agreement is obtaining the AVO.

41. In the Sale Agreement, no value was allocated to the Additional Parcel.

42. The Receiver determined that the Offer was the best offer received, taking into account the purchase price, execution risk, and the Purchaser's ability to close. A copy of the Sale Agreement, with the purchase price redacted, is attached as **Appendix "F"**. An unredacted copy of the Sale Agreement is attached as **Confidential Appendix "3"**.

Receiver's Recommendation – Sale Agreement

43. The Receiver recommends the approval of the Sale Agreement as well as authorization to close the Transaction for the following reasons:

- a. the Real Property has been exposed to the market since December 2, 2025, being approximately 6 months which, in the Receiver's opinion, provided adequate market exposure;
- b. the market was sufficiently canvassed, as evidenced by the number of inquiries, tours and offers received;
- c. in the Receiver's opinion the purchase price included in the Sale Agreement is fair and reasonable given the appraised amount and time exposed to market;
- d. the Transaction is the best offer that the Receiver received for the Real Property;
- e. the Sale Agreement contemplates that the Purchaser will purchase the Real Property on an "as is, where is" basis and that the Receiver is providing no representations or warranties in respect of the Real Property; and
- f. The Sale Agreement is conditional only upon the Court issuing an approval and vesting order in respect of the Transaction.

44. For the reasons stated above, the Receiver believes that the Transaction, as contemplated in the Sale Agreement, is fair and reasonable and represent the highest and best realization for the Real Property in the circumstances.

45. The sale proceeds generated from the Transaction are expected to result in a partial payout of the TD Bank Mortgage resulting in TD Bank suffering a shortfall. Representatives of TD Bank have advised the Receiver that TD Bank consents to the Transaction.

46. Accordingly, the Receiver recommends that this Court: (i) approve the Transaction as contemplated by the Sale Agreement; (ii) authorize completion of the Transaction; and, (iii) grant the AVO.

VIII. SEALING ORDER

47. The Receiver seeks a sealing order in respect of the confidential appendices to this First Report (collectively, the "**Confidential Appendices**") consisting of the appraisal, the offer summary, and the unredacted Sale Agreement. These documents contain commercially sensitive information, including the

purchase price, valuation information and details of competing offers. Disclosure of such information before closing could prejudice the receivership estate if the Transaction does not close and the Real Property must be remarketed. The proposed sealing order is limited in scope and duration and will expire upon the closing of the Transaction.

IX. FUNDING OF THE RECEIVERSHIP

48. In accordance with paragraph 22 of the Appointment Order, the Receiver is at liberty and empowered to borrow by way of revolving credit facilities or otherwise such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal does not exceed \$250,000. Any such borrowings are to be secured by way of the Receiver's Borrowings Charge (as defined in the Appointment Order). The Receiver's Borrowings Charge ranks ahead of all other interests in favour of any other Person other than Receiver's Charge (as defined in the Appointment Order).

49. As of the date of this First Report, the Receiver has borrowed \$250,000 from TD Bank under Receiver's Certificates (as defined in the Appointment Order) to fund certain costs and expenses of the receivership administration. Attached hereto as **Appendix "G"** are copies of the Receiver's Certificates issued to TD Bank dated August 28, 2025 and January 15, 2026.

X. RECEIVER'S PROPOSED DISTRIBUTION

50. Subject to the Court granting the AVO and completion of the Transaction, the Receiver proposes to distribute the net sale proceeds generated from the Transaction as follows (the "**Distributions**"):

- a. payment of any outstanding realty taxes and amounts required to be paid on closing to the Municipality of Powassan in respect of the Real Property;
- b. payment of amounts secured by the Receiver's Charge and the Receiver's Borrowings Charge;
- c. payment of the approved fees and disbursements of the Receiver and Chaitons; and
- d. payment of the balance to TD Bank on account of the indebtedness owing by the Company to TD Bank.

51. Given that TD Bank will suffer a shortfall in respect of the TD Bank Mortgage, there will be no distribution to any other secured or unsecured creditors of the Company.

XI. RECEIVER'S FINAL STATEMENT OF RECEIPTS AND DISBURSEMENTS

52. Attached hereto at **Appendix "H"** is the Receiver's final statement of receipts and disbursements as at July 2, 2026 (defined above as the Interim SRD).

XII. RECEIVER'S AND ITS COUNSEL'S ACCOUNTS

53. The fees of the Receiver for the period to June 30, 2026 are detailed in the affidavit of Tom McElroy sworn July 3, 2026, a copy of which is attached hereto at **Appendix "I"**.

54. The Receiver's fees encompass 184.3 hours at an average hourly rate of approximately \$487.14 for a total of \$89,779.50 and applicable taxes. The Receiver is therefore requesting that this Court approve total fees inclusive of applicable taxes in the amount of \$101,450.84.

55. The fees and disbursements of Chaitons for the period June 4, 2025 to June 30, 2026, are detailed in the affidavit of Hugh McHenry sworn July 2, 2026, a copy of which is attached as **Appendix "J"**.

56. Chaitons' fees encompass 103.30 hours at an average hourly rate of approximately \$538.58 for total fees of \$55,635.00 and accounts totalling \$63,908.25 inclusive of disbursements and applicable taxes. The Receiver is therefore requesting that this Court approve Chaitons' total fees and disbursements inclusive of applicable taxes in the amount of \$63,908.25.

57. The Receiver is of the view that the hourly rates charged by Chaitons are consistent with the rates charged by law firms practising in the area of insolvency in the Toronto market and that the fees charged are reasonable and appropriate in the circumstances.

XIII. REMAINING ACTIVITIES OF THE RECEIVER

58. In order to complete its mandate, the Receiver intends to, *inter alia*, do the following (collectively, the "Remaining Activities"):

- a. complete the Transaction;
- b. make the Distributions;
- c. pay the final fees of the Receiver and counsel to the Receiver as set out in the Estimated Final Accruals; and,
- d. undertake such other administrative activities as may be required to complete its mandate.

59. Upon the Receiver completing the Remaining Activities set out above it shall file with the Court the Discharge Certificate in order to effect its discharge as Receiver of the Company.

XIV. RECEIVER'S REQUEST FOR APPROVAL

60. The Receiver respectfully requests an Order of this Honourable Court providing for the relief set out in paragraph 6 of this First Report.

All of which is respectfully submitted this 3rd day of July, 2026.

**ALBERT GELMAN INC., solely in its
capacity as Court-Appointed Receiver
of Dosanjh Care Inc. and not in
any other capacity**

Per: 

Tom McElroy, *CIRP, LIT*

APPENDIX A



SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

ENDORSEMENT

COURT FILE NO.: CV-25-740567-00CL DATE: June 2, 2025

NO. ON LIST: 2

TITLE OF PROCEEDING: The Toronto Dominion Bank vs Dosanjh Care Inc

BEFORE: JUSTICE J. STEELE

PARTICIPANT INFORMATION

For Plaintiff, Applicant, Moving Party:

Name of Person Appearing	Name of Party	Contact Info
Wendy Greenspoon-Soer	The TD Bank	wgreenspoon@garfinkle.com

For Defendant, Respondent, Responding Party:

Name of Person Appearing	Name of Party	Contact Info
Soumya Sanyal	Dosanjh Care Inc	Soumya@saachilaw.com

For Other, Self-Represented:

Name of Person Appearing	Name of Party	Contact Info
Bryan Gelman	Proposed Receiver Office	bgelman@albertgelman.com
Chris Rowe	Proposed Receiver Office	crowe@albertgelman.com

ENDORSEMENT OF JUSTICE STEELE:

[1] TD Bank (the “Bank”) seeks the appointment of a receiver over all of the assets and property of Dosanjh Care Inc.

[2] The parties were before me on May 1, 2025. At that time, the debtor sought a three-month adjournment. I granted a one-month adjournment.

[3] The respondent requested a further adjournment today to seek the license. The Bank opposed the adjournment request given the history of this matter.

[4] Having considered the submissions of the parties, I declined the respondent’s request for a further adjournment.

[5] The parties reappeared before me on May 7, 2025, because the respondent had not been able to secure appropriate insurance for the property. At that time, the parties consented to an interim receivership order, which gave the receiver the power to secure the insurance.

[6] The respondent is indebted to the Bank under a credit facility made available under the terms of a Loan Agreement dated October 14, 2022. The respondent defaulted under the terms of the Loan Agreement in or about June 2024. Demand Letters and Notice of Intention to Enforce Security were served July 12, 2024.

[7] The respondent asked the Bank to forbear enforcement and a Forbearance Agreement was entered into on or about August 14, 2024 (the “Forbearance Agreement”).

[8] The Debtor previously operated as a care home facility under the Community Homes for Opportunity Program. The operation was closed in October 2023 due to an order of North Bay Parry Sound District Health Unit.

[9] The Debtor was trying to obtain a retirement residence license, which it has not yet been able to obtain.

[10] The Forbearance Agreement expired in January 2025, and was extended to February 2025. The Forbearance Termination Date of February 28, 2025, under the Forbearance Agreement, as extended, has now expired.

[11] The defaults relied upon by the Bank include failure to maintain the property in good repair and working condition to carry on the business and failure to operate in compliance with applicable environmental health and safety laws. The non-operation of the respondents continues. The Bank is concerned that any further delays would result in a continued deterioration of the property and the security.

[12] As a term of the Forbearance Agreement, the Borrower consented to an order for the appointment of a receiver in the event of default.

[13] The only issue before me is whether it is just or convenient to appoint a receiver. As set out at para. 21 of the Bank’s factum, there are a number of factors that Courts have historically considered when determining whether it is just or convenient to appoint a receiver.

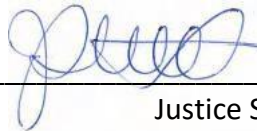
[14] I am satisfied that is just and convenient to appoint a receiver. As noted by the Bank, the security is at risk and a receiver is needed to take control of the property and to determine the best means to remediate it to maximize value for the creditors. The GSA and Standard Charge Terms granted by the respondent provide the Bank with the contractual right to appoint a receiver.

[15] There is no evidence that the license the respondent wishes to obtain is forthcoming.

[16] Although the appointment of a receiver is generally an extraordinary remedy, the extraordinary nature of the remedy is reduced where the applicant is merely seeking to enforce a term of an agreement that was agreed to by both parties: *Elleway Acquisitions Ltd. v. Cruise Professionals Ltd.*, 2013 ONSC 6866, at para. 27.

[17] I also agree with the Bank's submission today that the fact that the respondent consented to the appointment as a term of the Forbearance Agreement is an important factor to be considered. The parties entered into the Forbearance Agreement in good faith. The Bank upheld its part of the bargain. The respondent should be required to do the same.

[18] Order attached.


Justice Steele

Date: June 2, 2025

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE MADAME)
)
JUSTICE STEELE)

THURSDAY, THE 2nd
DAY OF JUNE, 2025

B E T W E E N:

(Court Seal)

THE TORONTO-DOMINION BANK

Applicant

and

DOSANJH CARE INC.

Respondent

**APPLICATION UNDER SUBSECTION 243(1) OF THE *BANKRUPTCY AND
INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED, AND SECTION 101 OF THE
COURTS OF JUSTICE ACT, R.S.O. 190, c. C.43, AS AMENDED**

**ORDER
(appointing Receiver)**

THIS APPLICATION, made by Toronto-Dominion Bank (“**TD**”) 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 Albert Gelman Inc. (“**AGI**”) without security, of all of the assets, undertakings and properties of Dosanjh Care Inc., (the “**Debtor**”) acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (the “**Property**”) which Property includes, without limitation, the real property known municipally as 532 Main Street, Powassan, Ontario and as legally described in Schedule “A” hereto, (the “**Real Property**”)

was heard this day by judicial videoconference via Zoom.

ON READING the Application Record of the Applicant, including the affidavit of Kathryn Furfaro sworn April 10, 2025 and the exhibits thereto, including, without limitation, the consent of AGI to act as the Receiver, and on hearing the submissions of counsel for TD 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 Monika Gugu sworn April 11, 2025.

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Application and the Application Record 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, AGI is hereby appointed Receiver, without security, of the Property of the Debtor.

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 Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business or cease to perform or disclaim any contracts of the Debtor;
- (d) to engage consultants, appraisers, agents, property managers, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
- (g) to settle, extend or compromise any indebtedness owing to the Debtor;
- (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 Debtor, 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 Debtor, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;

(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 \$250,000.00, provided that the aggregate consideration for all such transactions does not exceed \$500,000.00; 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* shall not be required, and in each case the *Ontario Bulk Sales Act* shall not apply;

(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 Debtor;
- (p) to file an assignment into bankruptcy, and to act as trustee in bankruptcy, on behalf of the Debtor;
- (q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
- (r) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and
- (s) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations,

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

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. **THIS COURT ORDERS** that (i) the Debtor (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on 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 Debtor, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

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

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

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

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

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

NO EXERCISE OF RIGHTS OR REMEDIES

10. **THIS COURT ORDERS** that all rights and remedies against the Debtor, the Receiver or affecting the Property, including without limitation, licenses and permits, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

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

CONTINUATION OF SERVICES

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

RECEIVER TO HOLD FUNDS

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

EMPLOYEES

14. **THIS COURT ORDERS** that all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities 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

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

16. **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

17. **THIS COURT ORDERS** that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act* or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the "**Environmental Legislation**"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER'S LIABILITY

18. **THIS COURT ORDERS** that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or willful misconduct on its part, or 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

19. **THIS COURT ORDERS** that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges 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.

20. **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.

21. **THIS COURT ORDERS** that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the 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

22. **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$250,000.00 (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.

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

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

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

SERVICE AND NOTICE

26. **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 [https://www.ontariocourts.ca/sc_j/practice/regional-practice-directions/eservice-commercial/#Part III The E-Service List](https://www.ontariocourts.ca/sc_j/practice/regional-practice-directions/eservice-commercial/#Part%III%The%E-Service%List)) 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 Debtor's names from the engagement list at the following URL: <https://www.albertgelman.com/filedocuments/>.

27. **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 Debtor's creditors or other interested parties at their respective addresses as last shown on the records of the Debtor 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.

GENERAL

28. **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.

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

30. **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.

31. **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.

32. **THIS COURT ORDERS** that TD shall have its costs of this application against the Debtor, up to and including entry and service of this Order, provided for by the terms of TD's security or, if not so provided by TD's security, then on a substantial indemnity basis to be paid

by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.

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

34. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of today's date and is enforceable without the need for entry or filing.

SCHEDULE “A”

PIN 52209-0615

PT LTS 7 & 8 BLK E PL 44, PT STATION GROUNDS PL 44, PT 3, 42R19599; Municipality
of Powassan

Known municipally as 532 Main Street, Powassan, Ontario.

SCHEDULE "B" RECEIVER CERTIFICATE

CERTIFICATE NO. _ _ _ _ _

AMOUNT\$.....

1. THIS IS TO CERTIFY that AGI, the receiver and manager (the "**Receiver**") without security, of all present and future property, assets and undertakings of Dosanjh Care Inc., (the "**Debtor**") acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (the "**Property**") which Property includes, without limitation, the real property known municipally as 532 Main Street, Powassan, Ontario (the "**Real Property**"), appointed by Order of the Ontario Superior Court of Justice (the "**Court**") dated the day of , 2025 (the "**Order**") made in an application having Court file number , has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$_____, being part of the total principal sum of \$_____ which the Receiver is authorized to borrow under and pursuant to the Order.

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

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

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

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

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

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

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

DATED the ____ day of _____, 2025

Albert Gelman Inc., solely in its
capacity as Receiver of the Property,
and not in its personal capacity

Per:

Name:

Title:

THE TORONTO-DOMINION BANK
Applicant

and

DOSANJH CARE INC.
Respondent

Court File No. CV-25-00740567-00CL

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

**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**

Proceeding commenced at Toronto

ORDER

Garfinkle Biderman LLP

Barristers & Solicitors
1 Adelaide Street East, Suite 801
Toronto, Ontario M5C 2V9

Wendy Greenspoon-Soer LSO#: 34698L
wgreenspoon@garfinkle.com
Tel: 416-869-7615

Lawyers for the Applicant

File Number: 13976-005

RCP-F 4C (September 1, 2020)

APPENDIX B

COURT OF APPEAL FOR ONTARIO

BEFORE: WILSON J.A.

HEARD: OCTOBER 9, 2025

DISPOSITION OF COURT HEARING:



COURT FILE NO.: M56343 (COA-25-CV-1005)

TITLE OF PROCEEDING: DOSANJH CARE INC. v. THE TORONTO DOMINION BANK

DATE RELEASED: OCTOBER 14, 2025

Alex Hora and Wendy Greenspoon-Soer, for the moving party
Soumya Roop Sanyal and Heena Rohra, for the responding party

The moving party, The Toronto Dominion Bank, brings this motion for directions arising from the receivership order dated June 2, 2025, from which the appellant served a notice of appeal pursuant to the *Bankruptcy and Insolvency Act*, R.S.C., 1985, c. B-3. It is not disputed that the notice of appeal was served June 13, 2025, and that r. 31(1) of the *Bankruptcy and Insolvency General Rules*, C.R.C., c. 368 requires the appeal to be filed within 10 days of the order being appealed from.

Of greater concern is the fact that when the appellant served its notice of appeal on June 13, 2025, it failed to serve an application for leave to appeal which is required under s. 31(2) of the Rules. Indeed, it has failed to serve such an application at the present time, despite being served with the respondent's motion for directions on September 11, 2025. Counsel for the respondent submits that the appeal should be declared a nullity.

The appellant has filed no materials in response to the respondent's motion for directions. Counsel for the appellant requested an adjournment so that materials could be filed. I declined to grant an adjournment since counsel has had ample notice of today's motion and failed to offer a reasonable explanation for the failure to file materials.

In his submissions, counsel for the appellant argues that the appeal is meritorious because the application judge failed to apply the proper test when she determined it was necessary to appoint a receiver. Counsel wishes to file a cross-motion seeking leave to appeal under the Act and submits that there is no prejudice to the respondent, and it will not delay the bankruptcy proceedings.

It is clear that the appellant was required to serve an application for leave to appeal when he served the notice of appeal of the receivership order. No reasonable explanation has been offered for the failure to do so. The underlying decision demonstrates that the loan agreement that was entered into was dated October 14, 2022. It went into default in June 2024. A Forbearance Agreement was entered

WARNING: This court's endorsements are usually provided to the parties only. The endorsements may be subject to a publication ban or other restriction(s) on public access. Those receiving these endorsements are responsible for ensuring any subsequent dissemination by them complies with any applicable bans or restrictions.

into on August 14, 2024, and expired on February 28, 2025. The property has not operated as a retirement residence since October 2023 when it was closed pursuant to the order of North Bay Parry Sound District Health Unit. While the appellant has maintained the position throughout that he is going to obtain a license to operate a retirement residence, the application judge noted there was no evidence that such license was going to be granted shortly or at all. The same is true today.

There is no automatic right to an appeal of the underlying order: *KingSett Mortgage Corporation v. 30 Roe Investments Corp.*, 2022 ONCA 479, 100 C.B.R. (6th) at para. 16. Even if leave to appeal had been sought, the appeal does not raise an issue of general importance to the areas of bankruptcy or insolvency, and it is not *prima facie* meritorious. There has been delay occasioned by the appellant and in my view granting leave to appeal the receivership order would further delay the proceedings: *KingSett Mortgage Corporation*, para. 26.

The appellant was served with this motion a month ago and chose not to file any materials. The interests of justice do not favour granting an extension of time to serve and file the appeal nor granting leave to appeal. The appeal is a nullity.

Disposition

The moving party asks for costs fixed in the sum of \$6,000 all inclusive. The appellant submits that no costs should be awarded. In my view, the successful party should be awarded costs on a partial indemnity basis. However, I see no reason why two counsel needed to attend this motion on behalf of the moving party; it was not a complex matter. Costs awarded to the moving party fixed in the sum of \$3,000 all inclusive.

RA. Wilson G.A.

APPENDIX C

Court File No.....



ONTARIO

SUPERIOR COURT OF JUSTICE

BETWEEN:

DOSANJH CARE INC. o/a DOSANJH CARE RESIDENCE Plaintiff

-AND-

NORTH BAY PARRY SOUND HEALTH UNIT Defendant

STATEMENT OF CLAIM

TO THE DEFENDANT:

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU BY THE PLAINTIFFS. The claim made against you is set out in the following pages.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or an Ontario lawyer acting for you must prepare a statement of defence in Form 18A prescribed by the Rules of Civil Procedure, serve it on the Plaintiff's lawyer or, where the Plaintiff does not have a lawyer, serve it on the Plaintiff, and file it, with proof of service in this court office, WITHIN TWENTY DAYS after this Statement of Claim is served on you, if you are served in Ontario.

If you are served in another province or territory of Canada or in the United States of America, the period for serving and filing your Statement of Defence is forty days. If you are served outside Canada and the United States of America, the period is sixty days.

Instead of serving and filing a statement of defence, you may serve and file a notice of intent to defend in Form 18B prescribed by the Rules of Civil Procedure. This will entitle you to ten more days within which to serve and file your statement of defence.

IF YOU FAIL TO DEFEND THIS PROCEEDING, JUDGMENT MAY BE GIVEN AGAINST YOU IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO DEFEND THIS PROCEEDING BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

IF YOU PAY THE PLAINTIFF'S CLAIM, and \$500.00 for costs, within the time for serving and filing your statement of defence you may move to have this proceeding dismissed by the court. If you believe the amount claimed for costs is excessive, you may pay the plaintiff's claim and for costs and have the costs assessed by the court.

TAKE NOTICE: THIS ACTION WILL AUTOMATICALLY BE DISMISSED if it has not been set down for trial or terminated by any means within five years after the action was commenced unless otherwise ordered by the court.

Date: June 30, 2025

Issued byLocal Registrar

Address of court office: North Bay Courthouse

360 Plouffe Street

North Bay, Ontario P1B 9L5

TO

1. North Bay Parry Sound Health Unit
Attn.: Rick Champagne, Chairperson
345 Oak St W,
North Bay, ON P1B 2T2
Phone: (705) 474-1400

June 30, 2025

SAACHI LAW OFFICE PC
Barristers & Solicitors
4711 Yonge St. Unit 100053
Toronto ON M2N 0L1

Soumya Roop Sanyal (#85678A)
soumya@saachilaw.com
Tel.: (416)856-4837

Heena Rohra (#85667K)

heena@saachilaw.com
Tel: (416)856-4573

Lawyer for the Plaintiff,
Dosanjh Care Inc.

A. CLAIM AND ORDER SOUGHT

1. The Plaintiff submits that the Defendant has acted against due process and without following principles of natural justice. In this regard, the plaintiff claims against the defendant as follows:
 - a. A declaration that the Defendant acted in bad faith and committed the tort of misfeasance in public office by unlawfully and maliciously exercising its statutory powers;
 - b. General Damages for loss of business in the amount of \$3,500,000.00 (Three million five hundred thousand dollars);
 - c. Special damages in a sum to be disclosed before trial;
 - d. Pre- and post-judgment interest pursuant to sections 128 and 129 of the *Court of Justice Act*, R.S.O. 1990, c. C-43;
 - e. The legal costs of action on a substantial indemnity basis; together with Harmonized Sales Tax payable pursuant to the *Excise Act*; and
 - f. Any another relief that this Honourable Court deems just.

PARTIES

2. The Plaintiff, Dosanjh Care Inc. o/a Dosanjh Care Residence (“Dosanjh”), is a corporation incorporated under the laws of Ontario and operates a facility located at 532 Main Street, Powassan, Ontario, P0H 1Z0 (the “Facility”). Formerly known as Eide’s Home, the Facility has operated for approximately 35 years as a Home for Special Care (“HSC”) under the authority of the Ministry of Health and Long-Term Care and pursuant to the Homes for Special Care Act, R.S.O. 1990, c. H.12. In 2022, Eide’s Home, along with other HSCs, was transitioned into a Community Home for Opportunity (“CHO”), under the oversight of the Canadian Mental Health Association – North Bay & District (“CMHA”). On January 13, 2023, the Facility was purchased by Dosanjh Care Inc. and renamed Dosanjh Care

Residence. At the time of acquisition, the Facility had already been designated as a CHO. Dosanjh is one of the very few CHO facilities in the North Bay & District region operated by a member of a visible minority, and is licensed to provide care and housing for up to forty (40) residents with special needs.

3. The Defendant, North Bay Parry Sound Health Unit (“NBHU”), is a public health authority established under the *Health Protection and Promotion Act*, R.S.O. 1990, c. H.7 (the “HPPA”). It delivers public health programs and services, including health protection, promotion, and disease prevention, to residents of the North Bay Parry Sound District. The Defendant operates from its offices at 345 Oak Street West, North Bay, Ontario, and is governed by a Board of Health.

B. BACKGROUND

4. The present claim emanates from a closure order (the “Notice”) issued on October 26, 2023, at 5:15 PM by the Defendant’s Medical Officer of Health pursuant to section 13 of the HPPA. The Notice, issued after regular business hours, directed the immediate closure of the Plaintiff’s facility (the “Facility”) and stipulated that it was to remain closed until the conditions set out therein were satisfied.
5. The Notice followed an on-site inspection conducted on October 23, 2023, by Public Health Inspectors Natalie Cooper (“Ms. Cooper”), Ashley Lengyel (“Ms. Lengyel”), and Melissa Watson (“Ms. Watson”), (collectively, the “Inspectors”). The Plaintiff submits that the food inspection was conducted without adherence to due process and in violation of procedural fairness. The food inspection report was signed by an employee of Dosanjh Care Residence on October 23, 2023. The report identified six “critical” and three “non-critical” infractions and resulted in a “Conditional Pass” hazard rating for the Facility.

6. On October 24, 2023, Ms. Watson emailed the Plaintiff requesting copies of food receipts and invoices.

Ms. Watson also provided a site visit report and indicated that she would return on Friday, October 27, 2023, to conduct a reinspection.
7. On October 26, 2023, at 5:15 PM, Public Health issued a closure order, referencing a health inspection purportedly conducted on October 23, 2023. Neither the Facility nor its employees were aware of any health inspection conducted on that date. The only inspection acknowledged by staff was the food inspection, the report of which had been signed by the Facility's staff. No health inspection report was presented to the Facility by the Public Health Inspectors prior to the issuance of the closure order.
8. Ms. Watson (Food Inspector) did not attend the scheduled reinspection on October 27, 2023. When the Plaintiff attempted to book a reinspection on October 30, 2023, Ms. Watson responded that no reinspection would be conducted unless and until the Medical Officer of Health lifted the closure order. Plaintiff made several calls, emails and visits to Public Health Office at 345 Oak Street West, North Bay, Ontario, for inspection report, which was only shared on October 31, 2023 via email authored by Ms. Cooper. Dosanjh Care Residence was NOT aware about this Health Inspection.
9. Despite the delay in providing the report and the lack of opportunity for the Plaintiff to respond, the Defendant unilaterally shared the inspection report with the CMHA, without notice to or consent from the Plaintiff. Relying solely on this report, the CMHA issued a Notice of Termination (the "Termination Notice") to the Plaintiff on November 1, 2023, under section 12.2(g) of the Agreement. The Termination Notice suspended funding effective October 28, 2023, initiated a 90-day termination period, and directed the relocation of all current residents.
10. On November 1, 2023, the Plaintiff filed an appeal (the "Appeal") with the Health Services Appeal and Review Board (the "Board"), asserting that, *"there might have been a miscommunication or oversight during the inspection process for Dosanjh Care Residence. I kindly request a revaluation of the inspection procedure to ensure that all aspects were thoroughly reviewed, and that any*

recommendations for improvement are duly considered and implemented as required. This would help ensure that Dosanjh Care Residence is in full compliance with health standards as outlined by the government of Canada.”

11. Following the Appeal, the Defendant conducted a reinspection and found the Facility to be in full compliance. A “Pass” hazard rating was issued, and the closure order was lifted on Nov 22-2023. It bears noting that the October 23, 2023 inspection was the first conducted under the current ownership of Dosanjh Care Inc., which had taken over the Facility only nine months earlier.

BAD FAITH AND MISFEASANCE IN PUBLIC OFFICE

12. The Defendant, through its officers and agents, engaged in acts of bad faith and misfeasance in public office. At all material times, the Defendant acted in its capacity as a statutory public authority exercising enforcement power under the Act. As such, the Defendant owed a duty to exercise its powers in good faith, for proper purposes, and within the limits of procedural and substantive fairness.
13. The Defendant exercised its powers with malice, bad faith, and/or knowing or reckless disregard for the Plaintiff’s legal rights, and for purposes inconsistent with its statutory mandate.
14. The Defendant strategically scheduled the inspection for October 23, 2023 at a time when it was informed that Ms. Dosanjh, the principal representative of the Plaintiff, was out for vacation and therefore unavailable to participate.
15. The Defendant failed to provide inspection report in timely and lawfully procedural manner to Dosanjh Care residence. Public Health Failed to get signature of any employee on the health report, in order to verify the authenticity of the report. Public Health was in hurry to close the home, reports finding were first available to MOLTC Consultant of home, Paula Ruppert and CMHA, rather than Dosanjh Crae Residence.

16. The Defendant failed to provide the Plaintiff with adequate notice, an opportunity to respond, or any meaningful procedural fairness during or after the inspection process.
17. The Defendant unilaterally and prematurely disclosed the inspection report to third parties, including the CMHA (who released the finding of the report in the media, removed residents) and TD Bank, without the knowledge or consent of the Plaintiff. The Defendant knew, or was wilfully blind to the fact, that such disclosure would trigger immediate and adverse consequences, including the termination of funding, revocation of the CHO license, and the withdrawal of the Plaintiff's credit facility.
18. The Defendant failed to attend a scheduled re-inspection on October 27, 2023, and further delayed the release of the inspection report, thereby frustrating the Plaintiff's ability to appeal the closure order in a timely fashion.
19. The Defendant acted in concert or collusion with CMHA, CMHA staff: Jason (Director of operation) was present and leading the inspection, Public Health shared information and took steps in such close coordination as to constitute a breach of independence, neutrality, and fair administration of its public function.
20. The Defendant's conduct was reckless, intentional, and targeted in such a manner that it was reasonably foreseeable to cause harm to the Plaintiff. The Plaintiff asserts that the Defendant acted with the specific intent to injure, or at minimum, in reckless indifference to the harm that would inevitably follow. The Plaintiff has now lost its funding, had its residents relocated, and is facing receivership proceedings.
21. The Inspectors engaged in deliberate and unlawful conduct in their capacity as a public official; and knew that the conduct was unlawful and likely to harm the Plaintiff. The Plaintiff pleads that these elements are fully satisfied on the acts.

COLLUSION BETWEEN THE CMHA AND THE DEFENDANT

22. The Plaintiff believes there was collusion between the Defendant and CMHA in scheduling the October 23, 2023 inspection. The inspection was deliberately timed to coincide with the absence of Ms. Dosanjh, the principal of the Plaintiff, who was known to be away on vacation. The CMHA, aware of her unavailability, appears to have communicated this to the Defendant to facilitate the inspection in her absence.
23. The Defendant breached the confidentiality and privacy of the home, by not sharing the closure with the inspected home (Dosanjh Care Residence), rather with CMHA and MOH consultant Paula Ruppert.
24. The Defendant shared the inspection report with the CMHA between October 31 and November 1, 2023, again without notice to or consent from the Plaintiff. The CMHA relied on this report to issue the Termination Notice, move residents on the same day.
25. Further, the Defendant and/or CMHA informed TD Bank, the Plaintiff's lender, of the Termination Notice. As a result, TD Bank cancelled its credit arrangement with the Plaintiff, which is now facing receivership proceedings.

NO FOOD INSPECTOR PRESENT AT THE TIME OF THE INSPECTION

26. The inspection was carried out by the Health Unit, led by Public Health Officer Ms. Watson and no food inspector was included as part of the inspection team. Despite the absence of a food inspector, the Health Unit identified certain infractions, including but not limited to the alleged failure to provide food receipts or invoices. Based on these findings, the Health Unit issued a "Conditional Pass" hazard rating to the facility. It is pertinent to note that the facility had successfully passed all prior inspections without issue.

ARBITRARINESS AND NOT FOLLOWING DUE PROCESS

27. The Defendant's actions were arbitrary and in breach of the principles of natural justice and procedural fairness, as protected under the law. As a public health authority acting under statutory authority, the Defendant owed the Plaintiff a duty of fairness in accordance with the Act, and the common law.
28. The inspection conducted on October 23, 2023, and the subsequent closure order dated October 26, 2023, were carried out without providing the Plaintiff with: Advance notice of the inspection, denying the Plaintiff an opportunity to be present or make submissions; Access to the inspection report in a timely manner, despite repeated requests, thereby impeding the Plaintiff's ability to respond to or appeal the findings; Meaningful participation in the inspection process or any post-inspection review before the issuance of the closure order, contrary to the duty to act fairly; and an opportunity to be heard before the Defendant shared the inspection report with third parties, including the CMHA and the Plaintiff's lender, TD Bank, causing irreparable harm to the Plaintiff's business and financial reputation.
29. The Defendant failed to provide the inspection report in a timely manner, despite multiple requests. This delayed the Plaintiff's ability to meaningfully appeal the Notice. Meanwhile, the CMHA terminated the Plaintiff's CHO license without the Plaintiff's knowledge or consent, based solely on the initial and now-discredited inspection report.
30. The common law imposes a duty of procedural fairness on public bodies such as the Defendant when making decisions that affect the rights, privileges, or interests of individuals or entities. The closure order and subsequent actions materially affected the Plaintiff's property rights, business operations, reputation, and financial standing.
31. The conduct of the Defendant contravened the non-exhaustive factors to determine the content of the duty of fairness as the decision had a profound impact on the Plaintiff's business and economic

survival; the Plaintiff had a legitimate expectation of notice, participation, and an opportunity to respond to any adverse findings before a closure order was issued; the Defendant's decision-making process was opaque, rushed, and lacked transparency; and the Plaintiff had no opportunity to be heard before the Defendant communicated the inspection report to the CMHA and TD Bank, resulting in cascading consequences including termination of funding and receivership proceedings.

32. The Defendant, by failing to follow any transparent or accountable process, also violated the rules of administrative fairness implied in the Act. At minimum, the Plaintiff was entitled to know the case it had to meet, respond to allegations, and have an unbiased decision-maker consider its position before the issuance of the Notice and the consequential sharing of information.
33. The cumulative effect of the Defendant's actions amounts to a denial of procedural fairness and a breach of the Plaintiff's right to natural justice, rendering the closure order and its consequences void or voidable. The Plaintiff reserves the right to seek a declaration that the Defendant's conduct was unlawful, improper, and in bad faith. The Defendant failed to follow due process before, during, and after the October 23, 2023 inspection.

LOSS OF BUSINESS AND GENERAL DAMAGES

34. As a direct result of the Defendant's conduct, the Plaintiff has suffered substantial financial losses. The closure of the Facility and suspension of funding forced the Plaintiff into receivership, causing it to lose its investment and resulting in significant damages. The Plaintiff claims unliquidated damages for lost profits, extraordinary expenses arising from the abrupt cessation of operations, and foreseeable economic losses flowing from the Defendant's breach.
35. In addition to economic loss, the Plaintiff has suffered serious reputational harm. The Facility's reputation—crucial for obtaining funding, retaining partners, and serving vulnerable residents—has been materially damaged. The Plaintiff submits that the cumulative impact of financial and

reputational damage warrants an award of general damages sufficient to restore its position and compensate for the long-term effects of the Defendant's actions.

36. As a direct result of the Defendant's acts of misfeasance and bad faith, the Plaintiff has suffered irreparable harm, including but not limited to: loss of business operations, reputational damage, eviction of residents, termination of funding and contracts, and the institution of receivership proceedings by its lender.

Statutes

37. *Health Protection and Promotion Act*, R.S.O. 1990, c. H.7, as amended; *Statutory Powers Procedure Act*, R.S.O. 1990, c. S.22, as amended; *Homes for Special Care Act*, R.S.O. 1990, c. H.12, as amended, *Human Rights Code*, R.S.O. 1990, c. H.19. as amended, *Courts of Justice Act*, R.S.O 1990, c. C. 43

38. The Plaintiff proposes that this matter be tried in North Bay, Ontario as that is where the cause of action primarily took place.

July 02, 2025

SAACHI LAW OFFICE PC
Barristers & Solicitors
4711 Yonge St. Unit 100053
Toronto ON M2N 6K8

Soumya Roop Sanyal (#85678A)
soumya@saachilaw.com
Tel.: (416)856-4837

Heena Rohra (#85667K)
heena@saachilaw.com
Tel: (416)856-4573

Lawyer for the Plaintiff,
Dosanjh Care Inc.

Court File No.:

Dosanjh Care Inc.

v.

North Bay Parry Sound Health Unit

	<i>ONTARIO</i> SUPERIOR COURT OF JUSTICE <i>PROCEEDING COMMENCED AT NORTH BAY</i>
	STATEMENT OF CLAIM
	SAACHI LAW OFFICE PC Barristers & Solicitors 4711 Yonge St. Unit 100053 Toronto ON M2N 6K8 Soumya Roop Sanyal (#85678A) soumya@saachilaw.com Tel.: (416)856-4837 Heena Rohra (#85667K) heena@saachilaw.com Tel: (416)856-4573 Lawyer for the Plaintiff, Dosanjh Care Inc.

APPENDIX D

Confirmation

Thank you for submitting your document(s). This is confirmation that your document(s) have been accepted for filing with the court. If you submit your document(s) through this service between 8:30am and 5pm on a weekday (excluding holidays), it will be considered filed during these business hours. If you submit your document(s) outside regular business hours, the filing date will be recorded as the next business day.

Court File Number

CV-25-00000130-0000

Submitted to the Superior Court of Justice in

North Bay

Transaction

File a discontinuance (Notice of Discontinuance against all parties)

Date/Time

06-Nov-2025 14:58 PM

Important:

- You have agreed to the Terms of Use for Justice Services Online and the Terms of Use for the Civil Claims Online portal.
- It is recommended that you print this page for your records.

Please provide feedback on your online filing experience to help us improve our services. The information collected is for research purposes only. Your responses are completely confidential.

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ONTARIO
SUPERIOR COURT OF JUSTICE

B E T W E E N:

DOSANJH CARE INC. o/a DOSANJH CARE RESIDENCE

Plaintiff

- and -

NORTH BAY PARRY SOUND HEALTH UNIT

Defendant

NOTICE OF DISCONTINUANCE

The Plaintiff, wholly discontinues this action as against the Defendant, on a without costs basis.

November 6, 2025

CHAITONS LLP

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

Harvey Chaiton (LSO No. 21592F)

Tel: (416) 218-1129

E-mail: harvey@chaitons.com

Danish Afroz (LSO No. 65786B)

Tel: (416) 218-1137

E-mail: dafroz@chaitons.com

Lawyers for the Plaintiff

TO: **BORDEN LADNER GERVAIS LLP**
Bay Adelaide Centre East Tower
3400-22 Adelaide Street West,
Toronto, Ontario M5H 4E3

Henry Ngan (LSO No.64944C)
Tel: (416) 367-6585
E-mail: HNgan@blg.com

Priti Gupta (LSO No. 93056T)
Tel: (416) 367-6437
E-mail: PGupta@blg.com

Lawyers for the Defendant

NOTE: If there is a counterclaim, the defendant should consider rule 23.02, under which the counterclaim may be deemed to be discontinued.

NOTE: If there is a crossclaim or third party claim, the defendant should consider rule 23.03, under which the crossclaim or third party claim may be deemed to be dismissed.

DOSANJH CARE INC. o/a DOSANJH CARE RESIDENCE

-and-

NORTH BAY PARRY SOUND HEALTH UNIT

Plaintiff

Defendant

Court File No. CV-25-00000130-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT
NORTH BAY

NOTICE OF DISCONTINUANCE

CHAITONS LLP

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

Harvey Chaiton (LSO No. 21592F)

Tel: (416) 218-1129
Email: harvey@chaitons.com

Danish Afroz (LSO No. 65786B)

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

Lawyers for the Plaintiff

APPENDIX E

		Outstanding	
		June 09 2026	
DOSANJH CARE INC.			
Principal Outstanding		2,172,422	
Accured Interest		303,215	
Discharge Fee			
Service Fee			
Total Pay out amount - DOSANJH CARE INC		2,475,637	
Garfinkle Invoices paid till May 31,2026		33,313	
Receiver line - AGI		250,000	
Accured Interest		6,898	
Sub total - payout inlcuding legal fee		2,765,849	
*E&OE			

APPENDIX F



Agreement of Purchase and Sale Commercial

Form 500

for use in the Province of Ontario

This Agreement of Purchase and Sale dated this 28 day of April, 2026

BUYER: NWALIGBE RESTFUL HEALTH CARE INC., agrees to purchase from
 (Full legal names of all Buyers)
Albert Gelman Inc. in its Capacity as Court-Appointed Receiver of Dosanjh Care Inc.
SELLER: Albert Gelman Inc. in its Capacity as Court-Appointed Rec, the following
 (Full legal names of all Sellers)

REAL PROPERTY:

Address 532 Main Street, Powassan, ON P0H 1Z0
 fronting on the EAST side of CLARK STREET
 in the MUNICIPALITY OF Powassan
 and having a frontage of 80 FT more or less by a depth of 167 FT more or less
 and legally described as SEE SCHEDULE A
 (Legal description of land including easements not described elsewhere)

PURCHASE PRICE:

[REDACTED] Dollars

DEPOSIT: Buyer submits herewith as otherwise described in this Agreement
 (Herewith/Upon Acceptance/as otherwise described in this Agreement)
[REDACTED] Dollars (CDN\$ [REDACTED])

by negotiable cheque payable to LENNARD COMMERCIAL REALTY, BROKERAGE "Deposit Holder"
 to be held in trust pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion. For the purposes
 of this Agreement, "Upon Acceptance" shall mean that the Buyer is required to deliver the deposit to the Deposit Holder within 24 hours of the acceptance
 of this Agreement. The parties to this Agreement hereby acknowledge that, unless otherwise provided for in this Agreement, the Deposit Holder shall place
 the deposit in trust in the Deposit Holder's non-interest bearing Real Estate Trust Account and no interest shall be earned, received or paid on the deposit.

Buyer agrees to pay the balance as more particularly set out in Schedule A attached.

SCHEDULE(S) A B, C attached hereto form(s) part of this Agreement.

1. IRREVOCABILITY: This offer shall be irrevocable by Buyer until 6:00 PM on
 (Seller/Buyer) (a.m./p.m.)

the 29 day of April, 2026, after which time, if not accepted, this
 offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.

2. COMPLETION DATE: This Agreement shall be completed by no later than 6:00 p.m. on the day of

See Schedule B, 20..... Upon completion, vacant possession of the property shall be given to the Buyer
 unless otherwise provided for in this Agreement.

INITIALS OF BUYER(S):

NN

INITIALS OF SELLER(S):

TM



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 by its members and licensees only. Any other use or reproduction is prohibited except with prior written consent of OREA. Do not alter
 when printing or reproducing the standard pre-set portion. OREA bears no liability for your use of this form.

- 3. NOTICES:** The Seller hereby appoints the Listing Brokerage as agent for the Seller for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage (Buyer's Brokerage) has entered into a representation agreement with the Buyer, the Buyer hereby appoints the Buyer's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. **The Brokerage shall not be appointed or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices where the Brokerage represents both the Seller and the Buyer (multiple representation) or where the Buyer or the Seller is a self-represented party.** Any notice relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counter-offer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any Schedule hereto (any of them, "Document") shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowledgement below, or where a facsimile number or email address is provided herein, when transmitted electronically to that facsimile number or email address, respectively, in which case, the signature(s) of the party (parties) shall be deemed to be original.

FAX No.:
(For delivery of Documents to Seller)

FAX No.:
(For delivery of Documents to Buyer)

Email Address: **mzeldin@lennard.com**
(For delivery of Documents to Seller)

Email Address: **sankalp.marwaha@century21.ca**
(For delivery of Documents to Buyer)

4. CHATELS INCLUDED:

.....
.....
.....
.....

Unless otherwise stated in this Agreement or any Schedule hereto, Seller agrees to convey all fixtures and chattels included in the Purchase Price free from all liens, encumbrances or claims affecting the said fixtures and chattels.

5. FIXTURES EXCLUDED:

.....
.....
.....
.....

- 6. RENTAL ITEMS (Including Lease, Lease to Own):** The following equipment is rented and **not** included in the Purchase Price. The Buyer agrees to assume the rental contract(s), if assumable:

.....
.....
.....
.....

The Buyer agrees to co-operate and execute such documentation as may be required to facilitate such assumption.

- 7. HST: If the sale of the property (Real Property as described above) is subject to Harmonized Sales Tax (HST), then such tax shall be in addition to the Purchase Price.** The Seller will not collect HST if the Buyer provides to the Seller a warranty that the Buyer is registered under the Excise Tax Act ("ETA"), together with a copy of the Buyer's ETA registration, a warranty that the Buyer shall self-assess and remit the HST payable and file the prescribed form and shall indemnify the Seller in respect of any HST payable. The foregoing warranties shall not merge but shall survive the completion of the transaction. If the sale of the property is not subject to HST, Seller agrees to certify on or before closing, that the transaction is not subject to HST. Any HST on chattels, if applicable, is not included in the Purchase Price.

INITIALS OF BUYER(S):

NN

INITIALS OF SELLER(S):

TM



- 8. TITLE SEARCH:** Buyer shall be allowed until 6:00 p.m. on the day of....., 20....., (Requisition Date) to examine the title to the property at his own expense and until the earlier of: (i) thirty days from the later of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived or; (ii) five days prior to completion, to satisfy himself that there are no outstanding work orders or deficiency notices affecting the property, that its present use (.....) may be lawfully continued and that the principal building may be insured against risk of fire. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders and deficiency notices affecting the property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.
- 9. FUTURE USE:** Seller and Buyer agree that there is no representation or warranty of any kind that the future intended use of the property by Buyer is or will be lawful except as may be specifically provided for in this Agreement.
- 10. TITLE:** Provided that the title to the property is good and free from all registered restrictions, charges, liens, and encumbrances except as otherwise specifically provided in this Agreement and save and except for (a) any registered restrictions or covenants that run with the land providing that such are complied with; (b) any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; (c) any minor easements for the supply of domestic utility or telecommunication services to the property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telecommunication lines, cable television lines or other services which do not materially affect the use of the property. If within the specified times referred to in paragraph 8 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to Seller and which Seller is unable or unwilling to remove, remedy or satisfy or obtain insurance save and except against risk of fire (Title Insurance) in favour of the Buyer and any mortgagee, (with all related costs at the expense of the Seller), and which Buyer will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and Seller, Listing Brokerage and Co-operating Brokerage shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, Buyer shall be conclusively deemed to have accepted Seller's title to the property.
- 11. CLOSING ARRANGEMENTS:** Where each of the Seller and Buyer retain a lawyer to complete the Agreement of Purchase and Sale of the property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter L4 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Ontario. Unless otherwise agreed to by the lawyers, such exchange of Requisite Deliveries shall occur by the delivery of the Requisite Deliveries of each party to the office of the lawyer for the other party or such other location agreeable to both lawyers.
- 12. DOCUMENTS AND DISCHARGE:** Buyer shall not call for the production of any title deed, abstract, survey or other evidence of title to the property except such as are in the possession or control of Seller. If requested by Buyer, Seller will deliver any sketch or survey of the property within Seller's control to Buyer as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Trust And Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Buyer on completion, is not available in registrable form on completion, Buyer agrees to accept Seller's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same, or cause same to be registered, on title within a reasonable period of time after completion, provided that on or before completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, and, where a real-time electronic cleared funds transfer system is not being used, a direction executed by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.
- 13. INSPECTION:** Buyer acknowledges having had the opportunity to inspect the property and understands that upon acceptance of this offer there shall be a binding agreement of purchase and sale between Buyer and Seller.
- 14. INSURANCE:** All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Seller. Pending completion, Seller shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, Buyer may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion. If Seller is taking back a Charge/Mortgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest on completion.

INITIALS OF BUYER(S):

NN

INITIALS OF SELLER(S):

TM



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- 15. PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if Seller complies with the subdivision control provisions of the Planning Act by completion and Seller covenants to proceed diligently at his expense to obtain any necessary consent by completion.
- 16. DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Seller, and any Charge/Mortgage to be given back by the Buyer to Seller at the expense of the Buyer. If requested by Buyer, Seller covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 50(22) of the Planning Act, R.S.O.1990.
- 17. RESIDENCY:** (a) Subject to (b) below, the Seller represents and warrants that the Seller is not and on completion will not be a non-resident under the non-residency provisions of the Income Tax Act which representation and warranty shall survive and not merge upon the completion of this transaction and the Seller shall deliver to the Buyer a statutory declaration that Seller is not then a non-resident of Canada;
(b) provided that if the Seller is a non-resident under the non-residency provisions of the Income Tax Act, the Buyer shall be credited towards the Purchase Price with the amount, if any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer's liability in respect of tax payable by Seller under the non-residency provisions of the Income Tax Act by reason of this sale. Buyer shall not claim such credit if Seller delivers on completion the prescribed certificate.
- 18. ADJUSTMENTS:** Any rents, mortgage interest, realty taxes including local improvement rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to Buyer.
- 19. TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.
- 20. PROPERTY ASSESSMENT:** The Buyer and Seller hereby acknowledge that the Province of Ontario has implemented current value assessment and properties may be re-assessed on an annual basis. The Buyer and Seller agree that no claim will be made against the Buyer or Seller, or any Brokerage, Broker or Salesperson, for any changes in property tax as a result of a re-assessment of the property, save and except any property taxes that accrued prior to the completion of this transaction.
- 21. TENDER:** Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for completion. Money shall be tendered with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Lynx high value payment system as set out and prescribed by the *Canadian Payments Act (R.S.C., 1985, c. C-21)*, as amended from time to time.
- 22. FAMILY LAW ACT:** Seller warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O.1990 unless the spouse of the Seller has executed the consent hereinafter provided.
- 23. UFFI:** Seller represents and warrants to Buyer that during the time Seller has owned the property, Seller has not caused any building on the property to be insulated with insulation containing urea formaldehyde, and that to the best of Seller's knowledge no building on the property contains or has ever contained insulation that contains urea formaldehyde. This warranty shall survive and not merge on the completion of this transaction, and if the building is part of a multiple unit building, this warranty shall only apply to that part of the building which is the subject of this transaction.
- 24. LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE:** The parties acknowledge that any information provided by the brokerage is not legal, tax or environmental advice, and that it has been recommended that the parties obtain independent professional advice prior to signing this document.
- 25. CONSUMER REPORTS:** The Buyer is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.
- 26. AGREEMENT IN WRITING:** If there is conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. For the purposes of this Agreement, Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.
- 27. ELECTRONIC SIGNATURES:** The parties hereto consent and agree to the use of electronic signatures pursuant to the *Electronic Commerce Act*, 2000, S.O. 2000, c17 as amended from time to time with respect to this Agreement and any other documents respecting this transaction.
- 28. TIME AND DATE:** Any reference to a time and date in this Agreement shall mean the time and date where the property is located.

INITIALS OF BUYER(S):

NN

INITIALS OF SELLER(S):

TM



29. SUCCESSORS AND ASSIGNS: The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.
SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

.....
(Witness) **NKECHI NWALIGBE** (Seal) **04/28/2026** (Date)
.....
(Witness) (Buyer/Authorized Signing Officer) (Seal) (Date)

I, the Undersigned Seller, agree to the above offer. I hereby irrevocably instruct my lawyer to pay directly to the brokerage(s) with whom I have agreed to pay commission, the unpaid balance of the commission together with applicable Harmonized Sales Tax (and any other taxes as may hereafter be applicable), from the proceeds of the sale prior to any payment to the undersigned on completion, as advised by the brokerage(s) to my lawyer.
SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

.....
(Witness) **Tom McElroy** (Seal) **04/28/2026** (Date)
.....
(Witness) (Seller/Authorized Signing Officer) (Seal) (Date)

SPOUSAL CONSENT: The undersigned spouse of the Seller hereby consents to the disposition evidenced herein pursuant to the provisions of the Family Law Act, R.S.O.1990, and hereby agrees to execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

.....
(Witness) (Spouse) (Seal) (Date)

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at **04/28/2026, 05:51:32 PM EDT** this day of **04/28/2026** (a.m./p.m.), 20.....

.....
(Signature of Seller or Buyer)

INFORMATION ON BROKERAGE(S)

Listing Brokerage **LENNARD COMMERCIAL REALTY** (416) 649-5920
.....
(Tel.No.)
MICHAEL PAUL PAUL ZELDIN
.....
(Salesperson/Broker/Broker of Record Name)
Co-op/Buyer Brokerage **CENTURY 21 ATRIA REALTY** (905) 265-0100
.....
(Tel.No.)
SANKALP MARWAHA
.....
(Salesperson/Broker/Broker of Record Name)

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

.....
(Seller) **Tom McElroy** **04/30/2026** (Date)
.....
(Seller) **Albert Gelman Inc. in its Capacity as Court-Appoint** (Date)
.....
Address for Service
.....
(Tel. No.)
Seller's Lawyer **Andrew DiMarco**
.....
Chaitons LLP
Address **5000 Yonge Street,**
.....
10th Floor, Toronto, Canada.
Email **M2N 7E9**
.....
P: 416-222-8888
.....
E: AndrewD@chaitons.com
(Tel. No.) (Fax. No.)

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

.....
(Buyer) **NKECHI NWALIGBE** **04/28/2026** (Date)
.....
(Buyer) **NWALIGBE RESTFUL HEALTH CARE INC.** (Date)
.....
Address for Service
.....
(Tel. No.)
Buyer's Lawyer
.....
Address
.....
Email
.....
(Tel. No.) (Fax. No.)

FOR OFFICE USE ONLY

COMMISSION TRUST AGREEMENT

To: Co-operating Brokerage shown on the foregoing Agreement of Purchase and Sale:

In consideration for the Co-operating Brokerage procuring the foregoing Agreement of Purchase and Sale, I hereby declare that all moneys received or receivable by me in connection with the Transaction as contemplated in the MLS® Rules and Regulations of my Real Estate Board shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MLS® Rules and shall be subject to and governed by the MLS® Rules pertaining to Commission Trust.

DATED as of the date and time of the acceptance of the foregoing Agreement of Purchase and Sale.

Acknowledged by:

.....
(Authorized to bind the Listing Brokerage) **MICHAEL PAUL PAUL ZELDIN**

.....
(Authorized to bind the Co-operating Brokerage) **SANKALP MARWAHA** **04/28/2026**



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**Form 500**

for use in the Province of Ontario

Schedule A**Agreement of Purchase and Sale – Commercial**

NN This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER: NWALIGBE RESTFUL HEALTH CARE INC., and

Albert Gelman Inc. in its Capacity as Court-Appointed Receiver of Dosanjh Care Inc.

TM

SELLER: ~~Albert Gelman Inc. in its Capacity as Court-Appointed Rec~~

for the purchase and sale of 532 Main Street, Powassan, ON P0H 1Z0

dated the 28 day of April, 2026

Buyer agrees to pay the balance as follows:

The Buyer agrees to pay the balance of the purchase price, subject to adjustments, to the Seller on completion of this transaction, with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System. of mutual acceptance of this Agreement

TM This Offer is conditional upon the approval of the terms hereof by the Buyer's Solicitor.

NN Unless the Buyer gives notice in writing delivered to the Seller not later than TEN(10) Banking days (excluding Saturday, Sunday or Statutory Holidays), that this condition is fulfilled, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. This condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller within the time period stated herein. Should an appraisal be requested and/or necessary by the Buyer's bank, insurance company or financial institution, the Seller agrees to help facilitate such appraisal by granting access to the property at a mutually agreed upon time, provided that notice is given to the Seller or Seller's Agent. The Seller agrees that such appraisal visit(s) will not count as the Buyer's revisit access as detailed in a separate clause.

The Seller(s) acknowledges and consents to a third party taking photographs/video of the property as required for the purpose of an inspection and/or bank appraisal with respect to the above mentioned property.

The Buyer shall have the right to revisit the property TWO (2) further times prior to completion, at a mutually agreed upon time, provided that notice is given to the Seller or Seller's Agent. The Seller agrees to provide access to the property for the purpose of this viewing.

NN

~~The Seller agrees to leave the premises, including the floors, in a clean and broom swept condition.~~

TM

The Parties to this Agreement acknowledge that the real estate Broker(s) so named in this Agreement has recommended that the Parties obtain independent professional advice prior to signing this document. The Parties further acknowledge that no information provided by such real estate Broker(s) is to be construed as legal, tax or environmental advice.

LEGAL DESCRIPTION: ~~TM NN TM NN TM NN~~ PIN 52209-0615 (LT): PT LTS 7 & 8 BLK E PL 44, PT STATION

TM NN This form must be initialised by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S):

NN

INITIALS OF SELLER(S):

TM

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**Form 500**

for use in the Province of Ontario

Schedule A**Agreement of Purchase and Sale – Commercial**

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER: NWALIGBE RESTFUL HEALTH CARE INC.

Albert Gelman Inc. in its Capacity as Court-Appointed Receiver of Dosanjh Care Inc., and

SELLER: Albert Gelman Inc. in its Capacity as Court-Appointed Rec

for the purchase and sale of 532 Main Street, Powassan, ON P0H 1Z0

TM dated the 28 day of April, 2026

Buyer agrees to pay the balance as follows:

GROUND PL 44, PT 3, 42R19599 MUNICIPALITY OF POWASSAN

and

**PIN 52209-0643 (LT): PART STATION GROUNDS, PART LOT 7, BLOCK E, PLAN 44, PART 1, PLAN 42R22331
MUNICIPALITY OF POWASSAN**

~~The deposit of \$20,000 paid for previous offer dated 13 April, 2026 on the subject property~~

~~shall be transferred to this agreement of purchase and sale~~

FURTHER DEPOSIT: The Buyer agrees to pay a further sum of \$30,000.00, to the Deposit Holder, by certified cheque, bank draft or wire transfer, within one (1) business day of fulfillment or removal of all of the conditions as described above, as an additional deposit to be held in trust pending completion or other termination of this Agreement. This amount is to be credited towards the purchase price on completion of this transaction. In the event that this transaction does not close as a result of a failure of the Seller to complete its obligations under this Agreement, all deposit monies shall be forthwith returned to the Buyer.

METHOD OF PAYMENT OF THE DEPOSIT:

The Buyer and Seller acknowledge that the Deposit as described on page 1 of this Agreement, is currently being held by the Deposit Holder pursuant to an Agreement of Purchase and Sale made between the Buyer and Seller dated April 13, 2026 and upon mutual acceptance of this offer the Deposit shall be applied to this Agreement.

This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S): NN

INITIALS OF SELLER(S): TM



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SCHEDULE "B" TO THE AGREEMENT OF PURCHASE AND SALE

The parties hereto (each, a "**Party**" and collectively, the "**Parties**") hereby acknowledge and agree that the following provisions form part of and replace, modify and/or add to the terms of the OREA form of agreement of purchase and sale to which it is appended (collectively, the "**Purchase Agreement**").

1. The Parties hereby acknowledge and agree that all capitalized terms not otherwise defined in this Schedule "B" shall have the meaning ascribed thereto in the OREA form to which this Schedule "B" is appended.
2. The Parties hereby acknowledge and agree that the Seller is entering into this Purchase Agreement solely in its capacity as Court-appointed receiver, without security, of all of the assets, undertakings and properties of Dosanjh Care Inc. (the "**Debtor**") pursuant to the provisions of the Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated June 2, 2025, and not in its personal or any other capacity, and further that the Seller and its agents, officers, directors and employees, past, present and future, shall have no personal or corporate liability under or as a result of this Purchase Agreement, or otherwise in connection herewith. Any claim against the Seller shall be limited to and only enforceable against the Real Property and/or such other assets then held by or available to the Seller in its aforesaid capacity as Court-appointed receiver of the Debtor and shall not apply to the Seller's personal property and/or other assets held by it in any other capacity. The term "**Seller**" as used in the Agreement shall have no inference or reference to the present registered owner of the Real Property.
3. The Buyer hereby acknowledge and agrees that the Real Property (which term shall include the Debtor's right, title and interest in all fixtures, improvements and chattels thereof which are capable of being conveyed by the Seller) is being sold on an "as is, where is" and "without recourse" basis with no representations, warranties or conditions, express or implied, statutory or otherwise of any nature and kind whatsoever as to title, encumbrances, description, present or future use, fitness for use, environmental condition including the existence of hazardous substances, merchantability, quantity, defect (latent or patent), condition, location of structures, improvements and mezzanines or the legality thereof, zoning or lawful use of the Real Property, rights over adjoining properties and any easements, right-of-way, rights of re-entry, restrictions and/or covenants which run with the land, ingress and egress to the Real Property, the condition or state of repair of any chattels, encroachments on the Real Property by adjoining properties or encroachments by the Real Property on adjoining properties, if any, any outstanding work orders, orders to comply, deficiency notices, building permits or building permit applications, municipal or other governmental agreements or requirements (including site plan agreements, development agreements, subdivision agreements, building or fire codes, building and zoning bylaws and regulations, development fees, imposts, lot levies and sewer charges) or any other matter or thing whatsoever, either stated or implied. The Buyer acknowledges having reviewed the state of title to the Real Property and agrees to accept title subject to all of the foregoing, and that it shall, despite any presumption to the contrary at law or otherwise, not be entitled to make any requisition as to title or otherwise. The Buyer hereby further covenants and agrees to release the Seller of and from all claims which the Buyer may have against the Seller in regard to any matter relating to the Real Property, including without limitation, regarding any environmental contamination of the Real Property. For greater certainty, the provisions of this Section 3 shall not merge on, but shall survive, Closing (as hereinafter defined).
4. This Purchase Agreement is conditional upon the Seller obtaining an Order of the Court (the "**Approval and Vesting Order**") substantially in the form of the template Model Approval and Vesting Order approved by the Commercial List Users' Committee (i) approving the sale of the Real Property by the Seller to the Buyer pursuant to the terms of this Purchase Agreement and (ii) providing for the vesting all of the Debtor's right, title and interest in the Real Property in and to the Buyer on Closing, free and clear of all claims and encumbrances against the Real Property, save for the Permitted Encumbrances (as hereinafter defined). On Closing, title will be transferred by the Approval and Vesting Order and not by Transfer/Deed of Land. The Seller shall deliver to the Buyer

a copy of the issued and entered (if applicable) Approval and Vesting Order on or before the Closing Date (as hereinafter defined).

5. The Buyer shall accept title to the Real Property on the Closing Date subject to, and whether complied with or not, all of those permitted encumbrances more particularly described in Schedule "C" to the Purchase Agreement, appended hereto (collectively, the "**Permitted Encumbrances**").
6. The transaction contemplated hereunder shall be completed (the moment of completion shall be referred to as "**Closing**") on the date (the "**Closing Date**") which is ten (10) Business Days, being any day other than a Saturday, a Sunday or a statutory holiday in the Province of Ontario (a "**Business Day**"), immediately following the date upon which the Approval and Vesting Order is obtained, or such other date as may be mutually agreed to by the Parties, in writing.
7. In the event that the transaction contemplated hereunder is not completed on the Closing Date solely as a result of the default of the Buyer hereunder, the Deposit shall be automatically released from the Seller's solicitor's trust account to the Seller without any further action required by or notice to either of the Parties and this shall be the Seller's solicitor's good, sufficient and irrevocable authority for so doing. Any such released Deposit shall be paid to the Seller as liquidated damages without prejudice to any other rights and/or remedies available to the Seller against the Buyer under the Purchase Agreement, at law and/or in equity in respect of the Buyer's default pursuant to the Purchase Agreement. In the event that the transaction contemplated hereunder is not completed on the Completion Date for any reason other than the default of the Buyer hereunder, the Deposit shall be immediately returned to the Buyer without any further rights or recourse for the Buyer against the Seller.
8. The Buyer hereby acknowledges and agrees that it has relied entirely on its own judgment, inspection and investigation of the Real Property and any rights necessary to the access, use and enjoyment of, appurtenant or otherwise, the Real Property.
9. The Seller shall not be required to furnish any abstracts of title or any survey or other document. The Seller shall further not be required to deliver a discharge, release or reassignment of any charge/mortgage of land, assignment, lien or other encumbrance registered against the title to the Real Property which would be extinguished by the Approval and Vesting Order.
10. The Buyer hereby acknowledges and agrees that any fixtures, improvements and/or chattels (to the extent applicable) located upon the Real Property on the Closing Date shall be accepted by it on an "as-is, where-is" basis, at its own risk completely, and without any representation or warranty of any kind from the Seller, including without limitation, as to the state of construction and/or repair and/or ownership thereof. The Seller shall not provide a bill of sale for any such chattels or fixtures and shall make no further adjustments or abatement to the Purchase Price with respect thereto. The Seller will not remove and shall not be responsible for the removal of any chattels found on the Real Property prior to or on the Closing Date.
11. The Buyer hereby acknowledges and agrees that any information supplied to the Buyer by the Seller or its agents or representatives is, and was supplied, without any representation or warranty, express or implied, statutory or otherwise, of any kind as to the Real Property, including without limitation, as to the completion and/or accuracy thereof, and that the responsibility for the verification of any such information shall be solely the responsibility of the Buyer.
12. The Buyer hereby acknowledges and agrees that it shall be responsible for payment of (i) all outstanding realty taxes owing on the Real Property on and from the Closing Date and (ii) all taxes exigible on the sale and transfer of the Real Property and any fixtures and chattels (to the extent applicable), including without limitation, all harmonized sales tax exigible under the *Excise Tax Act* ("**HST**"), retail sales tax (as applicable) and land transfer tax. The Seller shall be responsible for payment of all outstanding realty taxes owing on the Real Property prior to the Closing Date. If

applicable, the Seller shall provide to the Buyer's solicitors, on or before Closing, an undertaking to pay forthwith following Closing to the applicable governmental authority any such outstanding realty taxes for the Real Property, and further to provide the Buyers' solicitors with a copy of the payment thereof.

13. Unless otherwise expressly provided for in the Purchase Agreement, the only adjustments required to be made on Closing pursuant to the Purchase Agreement shall be for realty taxes. If the amount of any adjustments required to be made pursuant to the Purchase Agreement cannot be reasonably determined by the Seller on or before the date that is two (2) Business Days prior to the Closing Date, an estimate shall be made by the Seller on the Closing Date based upon the best information available to the Seller at such time, acting reasonably. Any adjustments estimated on the Closing Date shall, for all purposes, be a final adjustment and there shall be no readjustments.
14. On or prior to the Closing Date, the Buyer shall deliver to the Seller the following items, each in the form acceptable to the Seller's solicitors and duly executed by the Buyer, as applicable:
 - (a) the balance of the Purchase Price for the Real Property together with all applicable HST with respect to the sale of the Real Property (or, in the alternative to the delivery of all applicable HST aforesaid, the Buyer's HST certificate and indemnity, if applicable);
 - (b) a direction re title to confirm the name, date of birth and address for service in which title to the Real Property will be taken, provided that such direction must be provided to the Seller's solicitors no less than five (5) Business Days prior to the hearing date for the motion to obtain the Approval and Vesting Order;
 - (c) a certificate setting out that each of the Buyer's representations and warranties contained in this Purchase Agreement are true as at Closing;
 - (d) an "as-is, where-is" certificate in respect of the status of the Real Property; and
 - (e) any other documents relative to the completion of the Purchase Agreement as may be required by the Seller or the Seller's solicitors.
15. On or prior to the Closing Date, the Seller shall deliver to the Buyer the following items, each in the form acceptable to the Seller's solicitors and duly executed by the Seller, as applicable:
 - (a) the Approval and Vesting Order;
 - (b) the Receiver's Certificate, substantially in the form appended to the Approval and Vesting Order;
 - (c) a statement of adjustments prepared in accordance with the provisions of this Purchase Agreement; and
 - (d) a certificate setting out that the Receiver is not a "non-resident" of Canada within the meaning and purpose of Section 116 of the *Income Tax Act* (Canada).
16. The Buyer covenants and agrees that it shall:
 - (a) keep confidential all non-public information provided by the Seller or its agents to the Buyer hereunder up to and including the Closing Date. Thereafter, the Buyer shall have the right to disclose all non-public information provided by the Seller or its agents; and
 - (b) effective on and after the Closing Date, assume and be fully responsible for any other obligations and liabilities assumed by the Buyer as provided for by this Purchase Agreement.

17. The Buyer hereby represents and warrants to the Seller that it is (i) not a non-resident, as defined in Section 116 of the *Income Tax Act* (Canada) and (ii) not a non-Canadian, as defined in the *Prohibition on the Purchase of Residential Property by Non-Canadians Act* (Canada). The Seller hereby represents and warrants to the Buyer that it is not now and does not intend to become, prior to Closing, a non-resident of Canada within the meaning and purpose of Section 116 of the *Income Tax Act* (Canada); the Seller is not now and does not intend to become, prior to Closing, an agent or a trustee of such non-resident. The Seller shall deliver to the Buyer a certificate setting out that the Seller is not a “non-resident” of Canada within the meaning and purpose of Section 116 of the *Income Tax Act* (Canada) and is not the agent nor trustee of such a “non-resident”. The foregoing representations and warranties shall survive and shall not merge on Closing.
18. The Buyer shall not assign the Purchase Agreement without the prior written consent of the Seller, in its sole and absolute discretion. Provided that in the event that the Seller consents to any such assignment, the (i) assignee shall assume all the Buyer's rights and obligations hereunder to the same extent and in the same manner as if such assignee had executed the Purchase Agreement in place and stead of the Buyer and (ii) Buyer shall not be released of its obligations hereunder until Closing.
19. The Buyer hereby covenants and agrees and it is a fundamental term of the Purchase Agreement that, for the duration of the period prior to Closing , it shall not register or cause to be registered the Purchase Agreement, any notice or assignment thereof, any caution or any certificate of pending litigation against title to the Real Property, the default of which shall entitle the Seller to terminate the Purchase Agreement and retain the Deposit paid, without prejudice to any other rights and remedies which the Seller may have pursuant to the Purchase Agreement, in equity and/or at law. For the duration of the period prior to Closing, the Buyer irrevocably appoints the Seller as its agent and attorney in fact and in law to cause the removal of such notice of the Purchase Agreement, any caution, certificate of pending litigation or any other document or instrument whatsoever from title to the Real Property.
20. The Parties hereby acknowledge and agree that all keys to the Real Property shall be delivered forthwith following Closing to the Buyer's solicitors or as the Buyer may otherwise direct.
21. The Purchase Agreement may be signed in counterpart and an electronic copy of a signature will be deemed to be as effective as if signed in the original. The parties acknowledge and agree that all closing documentation can be signed electronically and forwarded by email in accordance with the Electronic Commerce Act, 2000, S.O.2000, c.17.
22. In the event of any conflict or inconsistency between any provision of this Schedule “B” and any provision of the OREA form to which this Schedule “B” is appended, the provisions of this Schedule “B” shall govern and prevail.

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SCHEDULE "C" TO THE AGREEMENT OF PURCHASE AND SALE

PERMITTED ENCUMBRANCES

1. Any registered reservations, restrictions, rights of way, easements or covenants that run with the Lands.
2. Any registered agreements with a municipality or a supplier of utility service including, without limitation, electricity, water, sewage, gas, telephone or cable television or other telecommunication service.
3. All Applicable Laws, by-laws and regulations and all outstanding Work Orders, deficiency notices and notices of violation affecting the Lands.
4. Any minor easements for the supply of utility service to the Lands or adjacent properties.
5. Encroachments disclosed by any errors or omissions in existing surveys of the Lands or neighbouring properties and any title defect, encroachment or breach of a zoning or building by-laws or any other Applicable Law, by-laws or regulations which might be disclosed by a more up-to-date survey of the land and survey matters generally.
6. The exceptions and qualifications set forth in the *Land Titles Act* (Ontario).
7. The reservations contained in the original grant from the Crown.
8. Liens for taxes if such taxes are not due and payable.
9. Instrument No. 42R7379, registered on January 20, 1982, being a Reference Plan.
10. Instrument No. 42R7546, registered on July 5, 1982, being a Reference Plan.
11. Instrument No. 42R19599, registered on February 29, 2012, being a Reference Plan.
12. Instrument No. GB160992, registered on January 13, 2023, being a Transfer / Deed of Land.
13. Instrument No. 42R22331, registered on October 20, 2023, being a Reference Plan.
14. Instrument No. GB179739, registered on February 3, 2025, being a Transfer / Deed of Land.

NN

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Confirmation of Co-operation and Representation

Buyer/Seller

BUYER: **NWALIGBE RESTFUL HEALTH CARE INC.** *NN**TM* **Albert Gelman Inc. in its Capacity as Court-Appointed Receiver of Dosanjh Care Inc.**SELLER: ~~Albert Gelman Inc. in its Capacity as Court-Appointed Rec~~*MPZ* For the transaction on the property known as: **532 Main Street, Powassan, ON P0H 1Z0****DEFINITIONS AND INTERPRETATIONS:** For the purposes of this Confirmation of Co-operation and Representation:

"Seller" includes a vendor, landlord, lessor or a prospective seller, vendor, landlord or lessor and "Buyer" includes a purchaser, tenant, lessee or a prospective buyer, purchaser, tenant or lessee and "sale" includes a lease, and "Agreement of Purchase and Sale" includes an Agreement to Lease. Commission shall be deemed to include other remuneration.

The following information is confirmed by the undersigned salesperson/broker representative(s) of the Brokerage(s). If a Co-operating Brokerage is involved in the transaction, the Brokerages agree to co-operate, in consideration of, and on the terms and conditions as set out below.

DECLARATION OF INSURANCE: The undersigned salesperson/broker representative(s) of the Brokerage(s) hereby declare that he/she is insured as required by the Trust in Real Estate Services Act, 2002 (TRESA).

1. SELLER BROKERAGE (Single Representation)

- a) ☐ The Seller Brokerage or a Designated Representative of the Seller Brokerage represents the interests of the Seller in this transaction. It is further understood and agreed that:
- 1) ☐ Neither the Seller Brokerage nor a Designated Representative of the Seller Brokerage is representing the Buyer and has not entered into a representation agreement with the Buyer.
 - 2) ☐ The Seller Brokerage or a Designated Representative of the Seller Brokerage is providing assistance to the Buyer and the Buyer is a self-represented party.
 - 3) ☐ The Seller client and Buyer client are each separately represented by different designated representatives of the same Brokerage and there is no multiple representation.

Additional comments and/or disclosures by Seller Brokerage:

2. SELLER BROKERAGE (Multiple Representation)

- a) ☐ The Seller Brokerage has entered into a Representation Agreement with the Buyer and there is Multiple Representation.
- b) ☐ The Designated Representative who represents the Seller also represents the Buyer and there is Multiple Representation.

Additional comments and/or disclosures by Seller Brokerage: (e.g., The Seller Brokerage represents more than one Buyer offering on this property.)

3. PROPERTY SOLD BY BUYER BROKERAGE

- a) ☐ The Brokerage or a Designated Representative of the Brokerage represents the Buyer and the Brokerage will be paid by the Buyer directly.
- b) ☐ The Brokerage or a Designated Representative of the Brokerage represents the Buyer and the Brokerage will be paid according to the Commission Agreement entered into between the Buyer and the Seller.

4. CO-OPERATING BROKERAGE**a) ☒ CO-OPERATING BROKERAGE – REPRESENTATION:**

- 1) ☒ The Co-operating Brokerage or a Designated Representative of the Co-operating Brokerage represents the interests of the Buyer in this transaction.

b) ☒ CO-OPERATING BROKERAGE – COMMISSION:

- 1) ☒ The Seller Brokerage will pay the Co-operating Brokerage the commission as indicated in the MLS® information for the property in the amount of **2.0%+HST** to be paid from the amount paid by the Seller to the Seller Brokerage.
(Commission As Indicated In MLS® Information)
- 2) ☐ The Co-operating Brokerage will be paid as follows:

Additional comments and/or disclosures by Co-operating Brokerage: (e.g., The Co-operating Brokerage represents more than one Buyer offering on this property.)

INITIALS OF BUYER(S)/SELLER(S)/BROKERAGE REPRESENTATIVE(S) (Where applicable)*NN***BUYER***SM***CO-OPERATING/BUYER BROKERAGE***TM***SELLER***MPZ***SELLER BROKERAGE**

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Commission will be payable as described above, plus applicable taxes.

COMMISSION TRUST AGREEMENT: If the above Co-operating Brokerage is receiving payment of commission from the Seller Brokerage, then the agreement between Seller Brokerage and Co-operating Brokerage further includes a Commission Trust Agreement, the consideration for which is the Co-operating Brokerage procuring an offer for a trade of the property, acceptable to the Seller. This Commission Trust Agreement shall be subject to and governed by the MLS® rules and regulations pertaining to commission trusts of the Seller Brokerage's local real estate board, if the local board's MLS® rules and regulations so provide. Otherwise, the provisions of the OREA recommended MLS® rules and regulations shall apply to this Commission Trust Agreement. For the purpose of this Commission Trust Agreement, the Commission Trust Amount shall be the amount noted in Section 4 above. The Seller Brokerage hereby declares that all monies received in connection with the trade shall constitute a Commission Trust and shall be held, in trust, for the Co-operating Brokerage under the terms of the applicable MLS® rules and regulations.

SIGNED BY THE BROKER/SALESPERSON REPRESENTATIVE(S) OF THE BROKERAGE(S) (Where applicable)

CENTURY 21 ATRIA REALTY

(Name of Co-operating/Buyer Brokerage)

Tel.: **(905) 265-0100** Fax:

SANKALP MARWAHA

(Authorized to bind the Co-operating/Buyer Brokerage)

04/28/2026
(Date)

SANKALP MARWAHA

(Print Name of Salesperson/Broker/Broker of Record)

LENNARD COMMERCIAL REALTY

(Name of Seller Brokerage)

Tel.: **(416) 649-5920** Fax:

MICHAEL PAUL ZELDIN

(Authorized to bind the Seller Brokerage)

04/28/2026

(Date)

MICHAEL PAUL ZELDIN

(Print Name of Salesperson/Broker/Broker of Record)

CONSENT FOR MULTIPLE REPRESENTATION

The Buyer and Seller confirm that they have previously consented to Multiple Representation.
The Buyer and Seller consent with their initials Multiple Representation for this transaction.

INITIALS OF BUYER(S)

INITIALS OF SELLER(S)

ACKNOWLEDGEMENT

I have received, read, and understand the above information.

NKECHI NWALIGBE

(Signature of Buyer) **NWALIGBE RESTFUL HEALTH CAR**

04/28/2026
(Date)

(Signature of Buyer)

(Date)

Tom McElroy

(Signature of Seller)

Albert Gelman Inc. in i

04/28/2026

(Date)

(Signature of Seller)

(Date)



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Amendment to Agreement of Purchase and Sale

Form 120

for use in the Province of Ontario

BETWEEN:

BUYER: NWALIGBE RESTFUL HEALTH CARE INC.

AND

SELLER: Albert Gelman Inc. in its Capacity as Court-Appointed Receiver of Dosanjh Care Inc.

RE: Agreement of Purchase and Sale between the Seller and Buyer, dated the 28 day of April, 2026,

concerning the property known as 532 Main Street, Powassan, ON P0H 1Z0

..... as more particularly described in the aforementioned Agreement.

The Buyer and Seller herein agree to the following amendment(s) to the aforementioned Agreement:

Delete:

This Offer is conditional upon the approval of the terms hereof by the Buyer's Solicitor. Unless the Buyer gives notice in writing delivered to the Seller not later than TEN(10) Banking days (excluding Saturday, Sunday or Statutory Holidays), of mutual acceptance of this agreement that this condition is fulfilled, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. This condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller within the time period stated herein.

FURTHER DEPOSIT: The Buyer agrees to pay a further sum of \$30,000.00, to the Deposit Holder, by certified cheque, bank draft or wire transfer, within one (1) business day of fulfillment or removal of all of the conditions as described above, as an additional deposit to be held in trust pending completion or other termination of this Agreement. This amount is to be credited towards the purchase price on completion of this transaction. In the event that this transaction does not close as a result of a failure of the Seller to complete its obligations under this Agreement, all deposit monies shall be forthwith returned to the Buyer.

Insert:

This Offer is conditional upon conducting a a new commercial appraisal by a certified appraisal. Unless the Buyer gives notice in writing delivered to the Seller not later than 20,MAY,2026, of mutual acceptance of this agreement that this condition is fulfilled, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. This condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller within the time period stated herein.

INITIALS OF BUYER(S):

NN

INITIALS OF SELLER(S):

TM



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Amendment to Agreement of Purchase and Sale

Form 120

for use in the Province of Ontario

BETWEEN:

BUYER: NWALIGBE RESTFUL HEALTH CARE INC.

AND

SELLER: Albert Gelman Inc. in its Capacity as Court-Appointed Receiver of Dosanjh Care Inc.

RE: Agreement of Purchase and Sale between the Seller and Buyer, dated the 28 day of April, 2026,

concerning the property known as 532 Main Street, Powassan, ON P0H 1Z0

..... as more particularly described in the aforementioned Agreement.

The Buyer and Seller herein agree to the following amendment(s) to the aforementioned Agreement:

Delete:

Insert:

FURTHER DEPOSIT: The Buyer agrees to pay a further sum of \$30,000.00, to the Deposit Holder, by certified cheque, bank draft or wire transfer, within one (1) business day of acceptance of this Amendment, as an additional deposit to be held in trust pending completion or other termination of this Agreement. This amount is to be credited towards the purchase price on completion of this transaction. Notwithstanding payment of the further deposit, the parties acknowledge that the appraisal condition as described in the Agreement, as amended, has not yet been fulfilled or removed and shall remain in full force and effect until the extended condition date. Payment of the further deposit shall not constitute fulfillment or removal of such condition or otherwise render this Agreement firm and binding. In the event that this transaction does not close as a result of a failure of the Seller to complete its obligations under this Agreement, or as a result of the appraisal condition not being fulfilled or removed within the time permitted, all deposit monies shall be forthwith returned to the Buyer.

INITIALS OF BUYER(S):

NN

INITIALS OF SELLER(S):

TM



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IRREVOCABILITY: This Offer to Amend the Agreement shall be irrevocable by Buyer until 11:59 pm
(Seller/Buyer) (a.m./p.m.)

on the 13 day of May, 2026, after which time, if not accepted, this Offer to Amend the Agreement shall be null and void.

For the purposes of this Amendment to Agreement, "Buyer" includes purchaser and "Seller" includes vendor.

Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective solicitors who are hereby expressly appointed in this regard.

All other Terms and Conditions in the aforementioned Agreement to remain the same.

SIGNED, SEALED AND DELIVERED in the presence of:

IN WITNESS whereof I have hereunto set my hand and seal:

..... (Witness)	<u>NKECHI MWALIGBE</u> (Buyer/Seller)	 <u>05/12/2026</u> (Seal) (Date)
..... (Witness)	 (Buyer/Seller)	 (Seal) (Date)

I, the Undersigned, agree to the above Offer to Amend the Agreement.

SIGNED, SEALED AND DELIVERED in the presence of:

IN WITNESS whereof I have hereunto set my hand and seal:

..... (Witness)	<u>Tom McElroy</u> (Buyer/Seller)	 <u>05/12/2026</u> (Seal) (Date)
..... (Witness)	 (Buyer/Seller)	 (Seal) (Date)

The undersigned spouse of the Seller hereby consents to the amendment(s) hereinbefore set out.

..... (Witness)	 (Spouse)	 (Seal) (Date)
--------------------	-------------------	---

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed

and written was finally accepted by all parties at this day of 05/12/2026, 03:44:42 PM EDT, 20.....
(a.m./p.m.)

Tom McElroy
(Signature of Seller or Buyer)

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Amendment to Agreement and I authorize the Brokerage to forward a copy to my lawyer.

<u>Tom McElroy</u> (Seller) <u>Albert Gelman Inc. in its Capacity as Court-Appointed Receiver of Dosanjh Care Inc.</u>	<u>05/12/2026</u> (Date)
..... (Seller)	 (Date)
Address for Service	
..... (Tel. No.)	
Seller's Lawyer	
Address	
Email	
..... (Tel. No.)	 (Fax. No.)

I acknowledge receipt of my signed copy of this accepted Amendment to Agreement and I authorize the Brokerage to forward a copy to my lawyer.

(Buyer) <u>NWALIGBE RESTFUL HEALTH CARE INC.</u>	(Date)
..... (Buyer)	 (Date)
Address for Service	
..... (Tel. No.)	
Buyer's Lawyer	
Address	
Email	
..... (Tel. No.)	 (Fax. No.)



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Amendment to Agreement of Purchase and Sale

Form 120

for use in the Province of Ontario

BETWEEN:

BUYER: NWALIGBE RESTFUL HEALTH CARE INC.

AND Albert Gelman Inc. in its capacity as Court- appointed Receiver of Dosanjh Care Inc.

SELLER:

RE: Agreement of Purchase and Sale between the Seller and Buyer, dated the 28 day of April, 2026,

concerning the property known as 532 Main Street, Powassan, ON P0H 1Z0

..... as more particularly described in the aforementioned Agreement.

The Buyer and Seller herein agree to the following amendment(s) to the aforementioned Agreement:

Delete:

This Offer is conditional upon conducting a a new commercial appraisal by a certified appraisal. Unless the Buyer gives notice in writing delivered to the Seller not later than 20,MAY,2026, of mutual acceptance of this agreement that this condition is fulfilled, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. This condition is included for the benefit of the Buyer and may be waived at the Buyer`s sole option by notice in writing to the Seller within the time period stated herein.

Insert:

This Offer is conditional upon the buyer conducting its due diligence of the property at the buyer's own expense . Unless the Buyer gives notice in writing delivered to the Seller not later than 22,MAY,2026, that this condition is fulfilled, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. This condition is included for the benefit of the Buyer and may be waived at the Buyer`s sole option by notice in writing to the Seller within the time period stated herein.

INITIALS OF BUYER(S):

NN

INITIALS OF SELLER(S):

TM



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IRREVOCABILITY: This Offer to Amend the Agreement shall be irrevocable by Buyer until 11:59 pm
(Seller/Buyer) (a.m./p.m.)

on the 21 day of May, 2026, after which time, if not accepted, this Offer to Amend the Agreement shall be null and void.

For the purposes of this Amendment to Agreement, "Buyer" includes purchaser and "Seller" includes vendor.

Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective solicitors who are hereby expressly appointed in this regard.

All other Terms and Conditions in the aforementioned Agreement to remain the same.

SIGNED, SEALED AND DELIVERED in the presence of:

IN WITNESS whereof I have hereunto set my hand and seal:

(Witness) Nkechi Nwaligbe 05/20/2026
(Buyer/Seller) (Seal) (Date)

(Witness) _____ (Buyer/Seller) (Seal) (Date)

I, the Undersigned, agree to the above Offer to Amend the Agreement.

SIGNED, SEALED AND DELIVERED in the presence of:

IN WITNESS whereof I have hereunto set my hand and seal:

(Witness) Tom McElroy 05/20/2026
(Buyer/Seller) (Seal) (Date)

(Witness) _____ (Buyer/Seller) (Seal) (Date)

The undersigned spouse of the Seller hereby consents to the amendment(s) hereinbefore set out.

(Witness) _____ (Spouse) (Seal) (Date)

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed

and written was finally accepted by all parties at _____ this 05/20/2026, 06:40:46 PM EDT day of _____, 20_____
(a.m./p.m.)

Tom McElroy
(Signature of Seller or Buyer)

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Amendment to Agreement and I authorize the Brokerage to forward a copy to my lawyer.

Tom McElroy 05/20/2026
(Seller) Albert Gelman Inc. in its capacity as Court- (Date)
appointed Receiver of Dosanjh Care Inc.
(Seller) _____ (Date)
Address for Service _____

(Tel. No.) _____
Seller's Lawyer _____
Address _____
Email _____
(Tel. No.) _____ (Fax. No.) _____

I acknowledge receipt of my signed copy of this accepted Amendment to Agreement and I authorize the Brokerage to forward a copy to my lawyer.

Nkechi Nwaligbe 05/20/2026
(Buyer) NWALIGBE RESTFUL HEALTH CARE INC. (Date)
(Buyer) _____ (Date)
Address for Service _____

(Tel. No.) _____
Buyer's Lawyer _____
Address _____
Email _____
(Tel. No.) _____ (Fax. No.) _____



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Waiver

Agreement of Purchase and Sale

Form 123

for use in the Province of Ontario

BUYER: NWALIGBE RESTFUL HEALTH CARE INC.

SELLER: Albert Gelman Inc. in its capacity as Court- appointed Receiver of Dosanjh Care Inc.

REAL PROPERTY: 532 Main Street, Powassan, ON P0H 1Z0

 In accordance with the terms and conditions of the Agreement of Purchase and Sale dated the 13 day of April,

 2026, regarding the above property, I/We hereby waive the condition(s) which read(s) as follows:

This Offer is conditional upon the buyer conducting its due diligence of the property at the buyer's own expense . Unless the Buyer gives notice in writing delivered to the Seller not later than 22,MAY,2026, that this condition is fulfilled, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. This condition is included for the benefit of the Buyer and may be waived at the Buyer`s sole option by notice in writing to the Seller within the time period stated herein.

All other terms and conditions in the aforementioned Agreement of Purchase and Sale to remain unchanged.

For the purposes of this Waiver, "Buyer" includes purchaser and "Seller" includes vendor.

 DATED at TORONTO, Ontario, at 9:00 PM this 22 day of April 2026
 (a.m./p.m.)

SIGNED, SEALED AND DELIVERED in the presence of:

IN WITNESS whereof I have hereunto set my hand and seal:

(Witness)

NKECHI NWALIGBE (Seal) 05/22/2026 (Date)
 (Buyer/Seller) NWALIGBE RESTFUL HEALTH CARE INC.

(Witness)

(Buyer/Seller) (Seal) (Date)

 Receipt acknowledged at this day of 20..... by:
 (a.m./p.m.)

Print Name: Signature:.....



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APPENDIX G

SCHEDULE "B" RECEIVER CERTIFICATE

CERTIFICATE NO. 001 — — — — —

AMOUNT \$ 100,000

1. THIS IS TO CERTIFY that AGI, the receiver and manager (the "**Receiver**") without security, of all present and future property, assets and undertakings of Dosanjh Care Inc., (the "**Debtor**") acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (the "**Property**") which Property includes, without limitation, the real property known municipally as 532 Main Street, Powassan, Ontario (the "**Real Property**"), appointed by Order of the Ontario Superior Court of Justice (the "**Court**") dated the 2nd day of June , 2025 (the "**Order**") made in an application having Court file number CV-25-0074-0567-00CL , has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$ 100,000 , being part of the total principal sum of \$ 250,000 which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded ~~daily~~ [monthly ~~not in advance on the xxx days of each month~~] after the date hereof at a notional rate per annum equal to the rate of 0.5 per cent above the prime commercial lending rate of ~~Bank of xxxxxxxx~~ ^{The Toronto-Dominion Bank} from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, 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 28th day of August, 2025

Albert Gelman Inc., solely in its
capacity as Receiver of the Property,
and not in its personal capacity
Per:

Name: Tom McElroy
Title: Managing Director (Ontario)

SCHEDULE "B" RECEIVER CERTIFICATE

CERTIFICATE NO. 002 _____

AMOUNT \$ 150,000

1. THIS IS TO CERTIFY that AGI, the receiver and manager (the "**Receiver**") without security, of all present and future property, assets and undertakings of Dosanjh Care Inc., (the "**Debtor**") acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (the "**Property**") which Property includes, without limitation, the real property known municipally as 532 Main Street, Powassan, Ontario (the "**Real Property**"), appointed by Order of the Ontario Superior Court of Justice (the "**Court**") dated the 2nd day of June , 2025 (the "**Order**") made in an application having Court file number CV-25-0074-0567-00CL , has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$ 150,000 , being part of the total principal sum of \$ 250,000 which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded ~~daily~~ [monthly ~~not in advance on the xxx days of each month~~] after the date hereof at a notional rate per annum equal to the rate of 0.5 per cent above the prime commercial lending rate of ~~Bank of xxxxxxxx~~ ^{The Toronto-Dominion Bank} from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, 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 15th day of January, ²⁰²⁶~~2023~~

Albert Gelman Inc., solely in its
capacity as Receiver of the Property,
and not in its personal capacity
Per:

Name: Tom McElroy
Title: Managing Director (Ontario)

APPENDIX H

In the Matter of the Receivership of Dosanjh Care Inc.
Receiver's Final Statement of Receipts and Disbursements
As at July 2, 2026

Receipts

Receiver's Borrowings	\$ 250,000	
Interest income	415	
	<u>\$ 250,415</u>	A

Disbursements

Receiver's fees to June 30, 2026	89,780	
HST charged on disbursements	22,389	
Property management fees	87,387	
Insurance	30,273	
Appraisal fees	8,500	
Environmental consultants	3,500	
Miscellaneous expenses	4,867	
	<u>246,696</u>	B

Actual net receipts over disbursements **\$ 3,720 A - B**

Less: Priority payables, accruals and estimated disbursements to be paid from Real Property sale proceeds

Receiver's counsel's fees - unpaid accounts receivable to June 30, 2026 (incl. HST)	\$ 63,908	
Accruals to complete		
Receiver's fees (incl. HST)	22,600	
Legal fees of Receiver's counsel (incl. HST)	22,600	
Administrative disbursements	2,500	
Repayment of Receiver's Borrowings - TD Bank	250,000	
Realtor commissions (incl. HST)	sealed	
Property taxes owing as of June 22, 2026	10,186	
Insurance - Estimated three months premiums	6,138	
Property management fees to closing date - Estimated	22,600	

Total priority payables to be paid from Real Property sale proceeds **\$ 400,532**

APPENDIX I

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

THE TORONTO-DOMINION BANK

Plaintiff

- and -

DOSANJH CARE INC.

Respondent

**IN THE MATTER OF AN APPLICATION PURSUANT TO 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**

RECEIVER'S AFFIDAVIT OF FEES

I, Tom McElroy, of the City of Toronto, make oath and say as follows:

1. I am a Licenced Insolvency Trustee and Managing Director of Albert Gelman Inc. ("**Receiver**"), Receiver of Dosanjh Care Inc., and as such have knowledge of the facts herein deposed to.
2. The Receiver has prepared invoices in connection with its fees as follows:
 - a. An account dated July 16, 2025 for the period to June 30, 2025 of \$42,927.50, plus HST thereon;
 - b. An account dated September 8, 2025 for the period July 1, 2025 to August 31, 2025 of \$6,230, plus HST thereon;
 - c. An account dated October 4, 2025 for the period from September 1, 2025 to September 31, 2025 of \$3,135.00, plus HST thereon;
 - d. An account dated November 7, 2025 for the period from October 1, 2025 to November 30, 2025 of \$2,485.00, plus HST thereon;
 - e. An account dated December 31, 2025 for the period from December 1, 2025 to December 31, 2025 of \$8,450.00, plus HST thereon;

- f. An account dated February 8, 2026 for the period from January 1, 2026 to January 31, 2026 of \$5,740.00, plus HST thereon;
 - g. An account dated March 9, 2026 for the period from February 1, 2026 to March 31, 2026 of \$2,281.50, plus HST thereon;
 - h. An account dated May 11, 2026 for the period from April 1, 2026 to April 30, 2026 of \$4,612.00, plus HST thereon;
 - i. An account dated June 10, 2026 for the period from May 1, 2026 to May 31, 2026 of \$7,123.00, plus HST thereon; and,
 - j. An account dated July 2, 2026 for the period from June 1, 2026 to June 30, 2026 of \$6,795.50, plus HST thereon;
3. A summary of the Receiver's time by staff member is as follows:

Staff member	Position	Hours worked	Hourly rate ¹	Average Hourly rate	Total
				(\$)	(\$)
Bryan Gelman, CIRP, LIT	Senior Managing Director	12.8	550 - 575	552.73	7,075.00
Tom McElroy, CPA, CA, CBV, CIRP, LIT	Managing Director (Ontario)	55.8	550 - 575	562.05	31,362.50
Chris Rowe, CA (ANZ)	Senior Manager	76.9	450 - 475	455.33	35,015.00
Terry Scott, MBA, CPA, CMA	Senior Associate	9.3	475	475.00	4,417.50
Steve Pitucci, CPA, CA	Senior Associate	2.6	460	460.00	1,196.00
Zach Zelewicz, CPA, CIRP	Senior Associate	0.3	445	445.00	133.50
Jovanna Popic, CPA	Senior Associate	1.5	400	400.00	600.00
Adam Sabba, CPA, MBA	Senior Associate	0.7	400	400.00	280.00
Mahmood Shafique	Senior Associate	21.3	400	400.00	8,520.00
Jacqueline Dowdell	Senior Associate	2.4	400	400.00	960.00
Ivy Chen	Estate Administrator	0.2	350	350.00	70.00
Daphna Cherniak	Banking Administrator	0.5	300	300.00	150.00
		184.3		487.14	89,779.50

(1) Effective January 1, 2026, the hourly rates of Bryan Gelman, Tom McElroy and Chris Rowe increased by \$25.

4. The Receiver's total fees are \$89,779.50, its total hours spent is 184.3 and, therefore, its average hourly rate is calculated to be \$487.14.
5. The Receiver's accounts, including detailed time dockets, are attached hereto as **Exhibit "A"**.
6. This Affidavit is made in support of a motion to approve the accounts of Albert Gelman Inc. and for no improper purpose.

Sworn remotely by Tom McElroy at Toronto, Ontario
before me at Toronto, Ontario in accordance with
O. Reg. 431/20, Administering Oath or Declaration
Remotely, the 3rd day of July 2026



Bryan Gelman, a Commissioner, etc.,
Province of Ontario, for Albert Gelman Inc.
Expires November 22, 2028

}
}
}
}
}

Tom McElroy
SU4XUJRQ2E68L894

Tom McElroy

Dosanjh Care Inc.
Powassan, Ontario

PAID INVOICE

Invoice Date: Jul 16, 2025
Invoice Num: 8138
Billing Through: Jun 30, 2025
File ID: DOSANJH-TD-R

Re: Receivership of Dosanjh Care Inc

Professional Fees:

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
3/13/2025	BGELMAN	Attend call with representatives of TD bank and counsel, W. Greenspoon; Review of prior appraisal, inspection reports and P&L; emails to Td re same;	1.20	\$550.00	\$660.00
3/13/2025	ICHEN	Corporate profile search, PPSA search.	0.20	\$350.00	\$70.00
3/13/2025	TMCELROY	Derelict property near north bay - Review of information provided by Katie F. re prep for call; Call with TD Bank and AGI re potential mandate; Prepare new client form;	0.90	\$550.00	\$495.00
3/18/2025	CROWE	Arrange site visit and travel logistics with M Shafique and B Gelman; Call B Gelman to discuss pre-arrangements;	0.60	\$450.00	\$270.00
3/19/2025	BGELMAN	Review and comments to emails with respect to attendance at real property following day; call with debtor's counsel Howard Manis re same;	0.50	\$550.00	\$275.00
3/19/2025	CROWE	Call TD and leave message regarding principal coordinates and site visit; Review background materials from TD; Correspond with bank regarding debtor coordinates; Discuss site visit with T McElroy; Read email from counsel to debtor's counsel regarding site visit; Call and email TD Bank regarding debtor coordinates; Discuss site visit with M Shafique; Call and leave voicemail with debtor; Email debtor regarding details of call and next steps; Correspond with debtor and counsel regarding debtor's new counsel; Discuss site visit with M Shafique; Read email from counsel to H Manis; Call with counsel for debtor and B Gelman;	2.20	\$450.00	\$990.00
3/20/2025	CROWE	Update notes; Call with resident of building regarding access; Travel to and from site and meet with caretaker, note condition of property and general characteristics; Instruct M Shafique on preparing memo;	7.30	\$450.00	\$3,285.00
3/20/2025	MSHAFIQUE	Visit the property and meet Barry who is living on the property;	7.00	\$400.00	\$2,800.00
3/20/2025	TMCELROY	Review of correspondence from Receiver, Receiver counsel, Debtor and Debtor counsel;	0.20	\$550.00	\$110.00
3/21/2025	CROWE	Correspond with M Shafique on memo for site visit; Review and request amendments to site visit memo from M Shafique;	0.60	\$450.00	\$270.00
3/21/2025	MSHAFIQUE	Drafted memo of visit;	1.50	\$400.00	\$600.00
3/21/2025	TMCELROY	Review of draft memo prepared by C. Rowe re site attendance and inspection;	0.20	\$550.00	\$110.00
3/24/2025	CROWE	Review updated draft memo from M Shafique and request further changes;	0.40	\$450.00	\$180.00
3/24/2025	MSHAFIQUE	Update Memo of visiting;	1.50	\$400.00	\$600.00
3/25/2025	BGELMAN	Review of draft memo to TD bank;	0.20	\$550.00	\$110.00

Dosanjh Care Inc.
Powassan, Ontario

PAID INVOICE

Invoice Date: Jul 16, 2025
Invoice Num: 8138
Billing Through: Jun 30, 2025
File ID: DOSANJH-TD-R

Re: Receivership of Dosanjh Care Inc

3/25/2025	CROWE	Discuss memo with B Gelman; Amend memo and instruct M Shafique to send; Finalize memo and send to TD Bank; Update notes;	0.70	\$450.00	\$315.00
3/27/2025	BGELMAN	Call with Howard Manis re: status of building;	0.10	\$550.00	\$55.00
3/28/2025	BGELMAN	Review of updated communications regarding license being obtained from Debtor;	0.10	\$550.00	\$55.00
3/28/2025	CROWE	Read correspondence between counsel and TD regarding receivership application and next steps; Update notes;	0.30	\$450.00	\$135.00
3/28/2025	TMCELROY	Review of correspondence as between counsel;	0.20	\$550.00	\$110.00
4/1/2025	BGELMAN	Review of notice of application for receivership;	0.20	\$550.00	\$110.00
4/1/2025	CROWE	Review draft receivership application prepared by counsel; Update notes;	0.40	\$450.00	\$180.00
4/2/2025	BGELMAN	Review and sign consent to act as Receiver;	0.10	\$550.00	\$55.00
4/2/2025	CROWE	Read emails between counsel, bank and B Gelman regarding application materials;	0.10	\$450.00	\$45.00
4/8/2025	BGELMAN	Review of draft order and comments to same; call with Wendy Greenspoon re draft order and changes thereto;	0.50	\$550.00	\$275.00
4/8/2025	CROWE	Review draft receivership order and affidavit and provide comments to counsel;	0.30	\$450.00	\$135.00
4/8/2025	TMCELROY	Review of draft form of Order; Review of draft affidavit of Katie F. (TD Bank);	0.50	\$550.00	\$275.00
4/9/2025	CROWE	Read and respond to email from counsel regarding closure order; Review file for closure order;	0.10	\$450.00	\$45.00
4/10/2025	CROWE	Discuss file with B Gelman;	0.10	\$450.00	\$45.00
4/14/2025	BGELMAN	Review of email from Naren Kalia re notification to SHIP;	0.10	\$550.00	\$55.00
4/14/2025	CROWE	Read email from counsel regarding service list; Read response from regulator;	0.20	\$450.00	\$90.00
4/14/2025	MSHAFIQUE	Review emails;	0.10	\$400.00	\$40.00
4/28/2025	BGELMAN	Attend planning meeting for Tom McElroy and Chris Rowe for receivership;	0.50	\$550.00	\$275.00
4/28/2025	CROWE	Initial planning meeting with B Gelman and T McElroy; Call Richmond regarding mandate and organization of locksmith; Instruct M Shafique on site visit;	1.80	\$450.00	\$810.00
4/28/2025	TMCELROY	Meeting with C. Rowe and B. Gelman re pre appointment review and delegation of tasks;	0.50	\$550.00	\$275.00
4/29/2025	CROWE	Amend checklist per T McElroy instruction; Read email from T Scott regarding site visit; Correspond with Richmond regarding locksmith;	0.30	\$450.00	\$135.00
4/30/2025	BGELMAN	Review of Aide Memoire of Respondent and Applicant; Review of forbearance agreement; Email to TD bank; call with Wendy Greenspoon re insurance and consideration for next steps; Review of responding application record;	1.30	\$550.00	\$715.00

Dosanjh Care Inc.
Powassan, Ontario

PAID INVOICE

Invoice Date: Jul 16, 2025
Invoice Num: 8138
Billing Through: Jun 30, 2025
File ID: DOSANJH-TD-R

Re: Receivership of Dosanjh Care Inc

4/30/2025	CROWE	Email debtor regarding insurance certificate; Correspond with TD and B Gelman regarding counsel;	0.20	\$450.00	\$90.00
4/30/2025	TMCELROY	Review of responding record from Debtor and Aid Memoire;	0.30	\$550.00	\$165.00
5/1/2025	BGELMAN	Attend court hearing for Receivership appointment;	0.50	\$550.00	\$275.00
5/1/2025	CROWE	Email Richmond to cancel locksmith; Read and file emails regarding court hearing and adjournment;	0.30	\$450.00	\$135.00
5/1/2025	MSHAFIQUE	Review emails; review court order;	0.30	\$400.00	\$120.00
5/2/2025	TMCELROY	Emails to/from TD bank counsel re insurance; Review of insurance summary and other docs provided by Debtor;	0.40	\$550.00	\$220.00
5/6/2025	BGELMAN	Attend to calls relating to appointment as Interim Receiver; Review and comments to draft Order appointing IR;	0.60	\$550.00	\$330.00
5/6/2025	CROWE	Discuss court attendance and insurance issue with B Gelman and T McElroy; Attend court and respond to questions regarding insurance; Brief T McElroy on hearing outcome; Review draft interim receivership order and correspond with counsel for TD; Discuss amendments to draft interim receivership order with B Gelman and T McElroy; Discuss with counsel for TD; Review correspondence on interim order, insurance and other matters and file; Read email from counsel for TD to court;	2.10	\$450.00	\$945.00
5/6/2025	TMCELROY	Email from insurance broker; Review of draft form of IR Order and comments to counsel to TD Bank re same;	0.50	\$550.00	\$275.00
5/7/2025	BGELMAN	File update meeting with Tom McElroy;	0.20	\$550.00	\$110.00
5/7/2025	CROWE	Read email from B Gelman regarding insurance; Read email from counsel regarding appointment; Brief AON and request automatic coverage; Discuss checklist with T McElroy;	0.50	\$450.00	\$225.00
5/7/2025	TMCELROY	File review meeting with B. Gelman;	0.20	\$550.00	\$110.00
5/8/2025	BGELMAN	Review and approval of Insurance;	0.10	\$550.00	\$55.00
5/8/2025	CROWE	Read and respond to email from counsel regarding insurance; Call with AON regarding automatic coverage; Complete applicaiton form and send to AON; Correspond with AON and counsel regarding coverage;	0.80	\$450.00	\$360.00
5/22/2025	CROWE	Discuss file and next steps with T McElroy;	0.30	\$450.00	\$135.00
5/22/2025	TMCELROY	Internal meeting with C. Rowe to discuss file status and next steps;	0.30	\$550.00	\$165.00
5/27/2025	CROWE	Read email from broker regarding insurance coverage;	0.10	\$450.00	\$45.00
5/27/2025	MSHAFIQUE	review emails;	0.20	\$400.00	\$80.00

Dosanjh Care Inc.
Powassan, Ontario

PAID INVOICE

Invoice Date: Jul 16, 2025
Invoice Num: 8138
Billing Through: Jun 30, 2025
File ID: DOSANJH-TD-R

Re: Receivership of Dosanjh Care Inc

5/29/2025	BGELMAN	Meeting with Chris Rowe re preparation for possession; Review of Aide Memoire of TD bank;	0.20	\$550.00	\$110.00
5/29/2025	CROWE	Discuss day 1 possession procedures with T McElroy, T Scott and B Gelman; Discuss possession trip with M Shafique; Discuss possession day with T McElroy; Instruct T Scott and M Shafique on possession; Instruct Richmond to arrange field inspection;	1.40	\$450.00	\$630.00
5/29/2025	MSHAFIQUE	Discuss updates with Chris;	0.10	\$400.00	\$40.00
5/29/2025	TMCELROY	Discuss process of taking possession with C. Rowe and B. Gelman;	0.20	\$550.00	\$110.00
6/1/2025	CROWE	Discuss court appearance with T McElroy and B Gelman; Read correspondence between M Shafique and Richmond regarding possession;	0.20	\$450.00	\$90.00
6/2/2025	BGELMAN	Prepare for and attend court hearing for Receivership appointment; Call with Chris Rowe to discuss next steps;	1.30	\$550.00	\$715.00
6/2/2025	CROWE	Discuss receivership appointment with A Zeldin; Attend court for receivership hearing; Discuss appointment with T Scott; Call and email tenant regarding arrangements to stay; Discuss possession with T Scott and M Shafique; Provide checklist of required items to T Scott and M Shafique; File court order; Notify insurer of appointment; Read correspondence between B Gelman and counsel regarding registration on title;	2.30	\$450.00	\$1,035.00
6/2/2025	JDOWDELL	Create website and upload documents.	0.30	\$400.00	\$120.00
6/2/2025	TMCELROY	Discuss next steps re taking possession and other matters with C. Rowe; Review of Endorsement;	0.40	\$550.00	\$220.00
6/3/2025	BGELMAN	Attend update call with Chris Rowe and Tom McElroy; call with Harvey Chaiton re mandate;	0.60	\$550.00	\$330.00
6/3/2025	CROWE	Instruct J Dowdell to upload court filings to web; Discuss file status and next steps with B Gelman and T McElroy;	0.70	\$450.00	\$315.00
6/3/2025	MSHAFIQUE	Visit the premises to take over as receiver with Terry; talk to the current occupier and discuss his plan to leave; talk to the Property manager to discuss cleaning;	8.80	\$400.00	\$3,520.00
6/3/2025	TSCOTT	Travel to site, review property, meet with caretaker and remediation team.	8.80	\$475.00	\$4,180.00
6/3/2025	TMCELROY	Email to TD bank re Receiver's borrowing line; Internal file update meeting with C. Rowe and B. Gelman; Email to Desjardins counsel;	0.60	\$550.00	\$330.00
6/4/2025	BGELMAN	Review and comments to memo from Chris Rowe re tenant;	0.20	\$550.00	\$110.00
6/4/2025	CROWE	Discuss site visit with T Scott; Instruct counsel to draft cash for keys agreement with tenant; Read email from A Mehta regarding site visit; Read and respond to email from counsel regarding terms of cash for keys deal;	0.80	\$450.00	\$360.00

Dosanjh Care Inc.
Powassan, Ontario

PAID INVOICE

Invoice Date: Jul 16, 2025
Invoice Num: 8138
Billing Through: Jun 30, 2025
File ID: DOSANJH-TD-R

Re: Receivership of Dosanjh Care Inc

6/5/2025	CROWE	Call with counsel regarding form of agreement for tenant to leave; Review details of property and call realtor; Brief realtor on property and listing process;	0.50	\$450.00	\$225.00
6/6/2025	CROWE	Call with M Shafique regarding tenant vacation of property; Instruct M Shafique on lock-changing arrangements; Call with T Scott and M Shafique regarding lock-change; Arrange lock change with Richmond; Discuss with M Shafique;	0.60	\$450.00	\$270.00
6/6/2025	MSHAFIQUE	discuss previous visit with Terry; discuss new visit to prepare Memo of visit;	1.50	\$400.00	\$600.00
6/6/2025	TSCOTT	Internal meeting with M Shafique produce content for site report;	0.50	\$475.00	\$237.50
6/6/2025	TMCELROY	Conference call with Receiver, Desjardins and Desjardins counsel; Review of Pinchin form of agreement re Phase I ESA; Review of agreement to end tenancy of B. Altumn;	0.70	\$550.00	\$385.00
6/11/2025	CROWE	Call realtor regarding access; Draft notice and statement of receiver;	1.00	\$450.00	\$450.00
6/12/2025	BGELMAN	Review of update report from Chris Rowe;	0.10	\$550.00	\$55.00
6/12/2025	CROWE	Amend notice and statement of receiver per T McElroy instruction; Send to TD Bank with update; Instruct J Dowdell to issue report to others; Call with realtor regarding status of property and listing; Correspond with D Cherniak regarding invoice; Follow up with Richmond for condition report; Discuss site visit memo with T McElroy; Request advice from counsel on formal termination notice; Instruct Richmond to provide condition report;	1.50	\$450.00	\$675.00
6/12/2025	JDOWDELL	Send notice and statement of receiver, fax same with OSB.	0.20	\$400.00	\$80.00
6/12/2025	TMCELROY	Review and comments to C. Rowe re Receiver's notice and statement of Receiver; Review and comments to counsel re letter to corporate officer; Review of additional documents and information provided by R. Dodick;	1.50	\$550.00	\$825.00
6/13/2025	BGELMAN	Review of notice of motion to appeal the Receivership Order;	0.20	\$550.00	\$110.00
6/13/2025	CROWE	Review and summarize application to appeal receivership order; Review photographs and comments from Richmond post-lock change; Discuss debtor appeal of receivership order; Brief counsel on appeal; Read and respond to email from Richmond regarding utilities and inspections; Call with counsel regarding termination of tenancy and appeal of receivership order; Brief counsel for TD; Read email from counsel for TD regarding responding materials; Read email from counsel for AGI regarding jurisdiction of motion; Commence review of Richmond securement report; Correspond with inventory counter regarding Richmond inspections;	2.30	\$450.00	\$1,035.00

Dosanjh Care Inc.
Powassan, Ontario

PAID INVOICE

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Re: Receivership of Dosanjh Care Inc

6/13/2025	MSHAFIQUE	review report from Richmond;	0.10	\$400.00	\$40.00
6/13/2025	TMCELROY	Review of Defendant notice of motion to stay receivership Order; Discuss same with C. Rowe;	0.50	\$550.00	\$275.00
6/16/2025	BGELMAN	Attend file update meeting with internal staff;	0.10	\$550.00	\$55.00
6/16/2025	CROWE	Discuss file with T McElroy and B Gelman;	0.20	\$450.00	\$90.00
6/16/2025	JDOWDELL	File administration.	0.10	\$400.00	\$40.00
6/16/2025	TMCELROY	Internal file review meeting with B. Gelman and C. Rowe;	0.20	\$550.00	\$110.00
6/17/2025	TMCELROY	Call with realtor re marketing process and strategy;	0.20	\$550.00	\$110.00
6/18/2025	CROWE	Discuss status of appraisal with T McElroy; Book appraisal and phase I environmental assessment; Review securement reports for relevant information about property condition;	1.30	\$450.00	\$585.00
6/18/2025	DCHERNIAK	Attend to opening of trust account and banking related administration;	0.50	\$300.00	\$150.00
6/19/2025	CROWE	Correspond with Richmond regarding entry request from former tenant; Read emails from M Zeldin and former resident regarding access to space; Call former tenant and leave message; Discuss with T McElroy; Calls with counsel, T McElroy and B Gelman to discuss; Review termination notice; Correspond with appraiser regarding appraisal;	2.30	\$450.00	\$1,035.00
6/19/2025	TMCELROY	Discuss matter related to tenant with C. Rowe;	0.30	\$550.00	\$165.00
6/20/2025	BGELMAN	Attend update and checklist call with Tom McElroy and Chris Rowe;	0.30	\$550.00	\$165.00
6/20/2025	CROWE	Correspond with realtor and T McElroy regarding sharing of appraisal; Call with tenant regarding personal effects and termination agreement; Review termination agreement and instruct counsel to amend; Discuss file with T McElroy and B Gelman; Follow up AON for insurance certificate; Review amended lease termination document and send to former tenant;	2.00	\$450.00	\$900.00
6/20/2025	TMCELROY	Discuss appraisal with C. Rowe; Discuss matters related to former tenant with C. Rowe; Internal file review meeting to discuss upcoming various matters and delegation of tasks; Email to Aon re insurance coverage;	0.90	\$550.00	\$495.00

Dosanjh Care Inc.
Powassan, Ontario

PAID INVOICE

Invoice Date: Jul 16, 2025
Invoice Num: 8138
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File ID: DOSANJH-TD-R

Re: Receivership of Dosanjh Care Inc

6/23/2025	CROWE	Discuss residential tenant with T Scott; Call with residential tenant; Amend draft N11 form and send to former tenant; Review and sign Richmond agreement; Ask banking team about wire; Review insurance certificate and instruct J Dowdell to prepare cheque requisition; Discuss method of payment to former tenant with T McElroy; Correspond with former tenant regarding execution of documents; Commence completing information on property for Pinchin; Call with former tenant; Prepare cheque requisition for payment; Call with realtor regarding listing; Review and sign environmental assessment agreement; Review and request Richmond obtain separated charges for water; Correspond with appraiser regarding realtor;	3.10	\$450.00	\$1,395.00
6/23/2025	JDOWDELL	Prepare cheque requisition.	0.10	\$400.00	\$40.00
6/23/2025	TMCELROY	Discuss report to Court with C. Rowe;	0.20	\$550.00	\$110.00
6/24/2025	CROWE	Read email from Pinchin regarding enviromental assessment; Read email from B Aultman regarding payment; Correspond with B Gelman and B Aultman regarding payment; Calls with B Aultman, B Gelman and D Cherniak regarding payment; Review e-transfer confirmation from B Gelman and send to B Aultman;	0.70	\$450.00	\$315.00
6/24/2025	TMCELROY	Review of listing agreement;	0.20	\$550.00	\$110.00
6/25/2025	BGELMAN	Attend update call with Tom McElroy and Chris Rowe;	0.30	\$550.00	\$165.00
6/25/2025	CROWE	Discuss status of file with B Gelman and T McElroy; Read emails from property manager and Pinchin regarding assessment visit; Read and respond to email from realtor regarding listing agreement; Continue review of securement report;	0.70	\$450.00	\$315.00
6/25/2025	TMCELROY	Internal file review meeting with C. Rowe and B. Gelman;	0.30	\$550.00	\$165.00
6/30/2025	MSHAFIQUE	review emails;	0.10	\$400.00	\$40.00
Total Fees:					\$42,927.50
HST/GST:					\$5,580.58

Summary by Staff:

	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Bryan A Gelman, President, CIRP, LIT	9.50	\$550.00	\$5,225.00
Chris Rowe, Senior Manager, CA (ANZ)	41.30	\$450.00	\$18,585.00
Daphna Cherniak, Trust Fund Administrator	0.50	\$300.00	\$150.00
Ivy Chen, Estate Administrator	0.20	\$350.00	\$70.00
Jacqueline Dowdell, Associate	0.70	\$400.00	\$280.00
Mahmood Shafique, Senior Associate	21.20	\$400.00	\$8,480.00

Dosanjh Care Inc.
Powassan, Ontario

PAID INVOICE

Invoice Date: Jul 16, 2025
Invoice Num: 8138
Billing Through: Jun 30, 2025
File ID: DOSANJH-TD-R

Re: Receivership of Dosanjh Care Inc

Terry Scott, CPA	9.30	\$475.00	\$4,417.50
Tom McElroy, Managing Director, CPA, CBV, CIRP, LIT	10.40	\$550.00	\$5,720.00

Disbursements:

Non-Taxable Disbursements

INSURANCE:	\$4,128.88
OTHER MISC.:	\$3,000.00
SEARCH FEES (NON-TAXABLE):	\$16.00
TRAVEL:	\$979.08

Taxable Disbursements

MEALS:	\$25.54
PROMERIC FEE:	\$325.00

Total Expenses: \$8,474.50

HST/GST: \$45.57

Amount Due This Invoice: **\$57,028.15**

GST/HST Registration # 83741 9514 RT0001

Payment Methods:

Interac e-Transfer:

Payment by e-transfer must include the FILE ID located on the upper corner of the invoice.
Send payment to payments@albertgelman.com.

Electronic Funds Transfer (EFT) / Wire (CDN\$):

Beneficiary Bank: The Toronto-Dominion Bank
Branch Address: 161 Bay St., Toronto, Ontario M5J 2T2
Bank Institution Number: 004
Transit: 05002
Account Number: 5252455
Beneficiary Name: Albert Gelman Inc.
Swift Code: TDOMCATTOR

Cheques:

Payments by cheque can be mailed to:
Albert Gelman Inc.
150 Ferrand Drive, Suite 1503, Toronto, Ontario M3C 3E5

Dosanjh Care Inc.
Powassan, Ontario

PAID INVOICE

Invoice Date: Sep 8, 2025
Invoice Num: 8305
Billing Through: Aug 31, 2025
File ID: DOSANJH-TD-R

Re: Receivership of Dosanjh Care Inc

Professional Fees:

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
7/2/2025	CROWE	Read emails regarding appeal of receivership order between counsel for TD and counsel for debtor; Correspond with Richmond and former tenant regarding personal effects; Call with B Aultman regarding return of personal effects;	0.80	\$450.00	\$360.00
7/2/2025	MSHAFIQUE	Review emails;	0.10	\$400.00	\$40.00
7/4/2025	BGELMAN	Attend update meeting with Tom McElroy and Chris Rowe;	0.20	\$550.00	\$110.00
7/4/2025	CROWE	Discuss status of file with B Gelman and T McElroy; Read email from court regarding appeal of debtor;	0.30	\$450.00	\$135.00
7/4/2025	TMCELROY	Internal file review meeting with B. Gelman and C. Rowe; Correspondence from counsel re notice of appeal sent by Debtor counsel;	0.30	\$550.00	\$165.00
7/6/2025	TMCELROY	Review of realtor listing agreement and comments to realtor re same;	0.40	\$550.00	\$220.00
7/8/2025	CROWE	Call with realtor regarding listing price;	0.20	\$450.00	\$90.00
7/9/2025	BGELMAN	Review of update email from Counsel for TD bank re appeal; email to H. Chaiton re same; update email from M. Zeldin;	0.30	\$550.00	\$165.00
7/9/2025	TMCELROY	Review and respond to correspondence from TD Bank counsel re notice of appeal filed by Debtor; Email to realtor;	0.30	\$550.00	\$165.00
7/10/2025	CROWE	Read correspondence between T McElroy and realtor regarding pause; Correspond with B Aultman and Richmond regarding return of personal effects; Read B Gelman and T McElroy comments on proposed listing agreement; Complete review of Richmond securement reports and file;	0.60	\$450.00	\$270.00
7/15/2025	CROWE	Correspond with Richmond regarding engagement agreement; Call and email Richmond regarding delivery of personal effects logistics; Call with Richmond to discuss logistics of item removal;	0.40	\$450.00	\$180.00
7/16/2025	CROWE	Read and respond to email from Richmond regarding delivery of items; Set time and date for recovery of possessions with Richmond; Call and email B Aultman regarding recovery of personal effects; Email B Aultman and Richmond; Read emails from B Aultman and Richmond regarding collection of personal effects; Review invoice from counsel; Email TD to follow up for loan to receivership;	0.70	\$450.00	\$315.00
7/18/2025	CROWE	Read email from AON regarding changes to insurance certificate and premium due;	0.10	\$450.00	\$45.00

Dosanjh Care Inc.
Powassan, Ontario

PAID INVOICE

Invoice Date: Sep 8, 2025
Invoice Num: 8305
Billing Through: Aug 31, 2025
File ID: DOSANJH-TD-R

Re: Receivership of Dosanjh Care Inc

7/21/2025	CROWE	Call with B Aultman regarding delivery of items; Read email from Court registrar regarding appeal; Email Richmond regarding delivery of former resident personal effects;	0.30	\$450.00	\$135.00
7/24/2025	CROWE	Review draft appraisal; Discuss with appraiser;	1.20	\$450.00	\$540.00
7/25/2025	TMCELROY	File update meeting with B. Gelman; Email to TD Bank re Receiver's funding request;	0.20	\$550.00	\$110.00
7/26/2025	TMCELROY	Review of draft real property appraisal and comments to appraiser re same; Email to property manager re various matters;	0.40	\$550.00	\$220.00
7/28/2025	CROWE	Correspond with B Aultman regarding personal effects;	0.20	\$450.00	\$90.00
7/29/2025	TMCELROY	Email to TD Bank re appraisal;	0.20	\$550.00	\$110.00
7/30/2025	CROWE	Review draft invoice from Pinchin and save to LAN; Discuss with T McElroy; Read email from Richmond regarding delivery of personal effects; Read comments from secured creditor regarding appraisal; Review environmental assessment and provide comments and recommendations to T McElroy; Read email from Richmond regarding remediation quotes;	0.80	\$450.00	\$360.00
7/31/2025	TMCELROY	Email correspondence from property manager re remediation, oil tanks and water infiltration; Review quotes to remediate; Discuss same with property manager;	0.30	\$550.00	\$165.00
8/1/2025	TMCELROY	Review of Phase I ESA report and consider next steps;	0.20	\$550.00	\$110.00
8/7/2025	CROWE	Read email from counsel for TD regarding appeal; Instruct Pinchin to finalize Phase I report and provide quote for ground penetrating radar; Review final Phase I report and comments from Pinchin on ground penetrating radar quote; Update TD on environmental assessment;	0.70	\$450.00	\$315.00
8/8/2025	CROWE	Read email from TD regarding environmental report; Email Pinchin regarding scan and payment;	0.30	\$450.00	\$135.00
8/13/2025	CROWE	Listen to voicemail from former resident; Review notice of appeal; Read correspondence between counsel for debtor and counsel for TD;	0.30	\$450.00	\$135.00
8/14/2025	TMCELROY	Review of notice of appeal of Receivership Order filed by the Debtor and correspondence from TD Bank counsel re same;	0.20	\$550.00	\$110.00
8/17/2025	BGELMAN	Call with Tom Mcelroy to discuss impact or appeal order on Receivership;	0.20	\$550.00	\$110.00
8/17/2025	TMCELROY	Update Case Website; Email to TD Bank re Receiver's borrowings; Review of Insurance Valuation Report; Discuss impact on Notice of Appeal on receivership proceedings with B. Gelman; Email to counsel re notice of appeal;	0.70	\$550.00	\$385.00
8/18/2025	CROWE	Read email from counsel for TD regarding statement of claim against guarantor;	0.10	\$450.00	\$45.00

Dosanjh Care Inc.
Powassan, Ontario

PAID INVOICE

Invoice Date: Sep 8, 2025
Invoice Num: 8305
Billing Through: Aug 31, 2025
File ID: DOSANJH-TD-R

Re: Receivership of Dosanjh Care Inc

8/26/2025	BGELMAN	Attend file update meeting with AGI staff; Address next steps re insurance policy;	0.20	\$550.00	\$110.00
8/26/2025	CROWE	File review meeting with T McElroy and B Gelman;	0.20	\$450.00	\$90.00
8/26/2025	TMCELROY	File review meeting with B. Gelman and C. Rowe;	0.20	\$550.00	\$110.00
8/26/2025	TMCELROY	Email to TD Bank re Receiver's borrowings; Email to TD Bank counsel re status of Debtor's insurance coverage;	0.30	\$550.00	\$165.00
8/27/2025	TMCELROY	Review and respond to TD Bank counsel re insurance;	0.10	\$550.00	\$55.00
8/28/2025	TMCELROY	Prepare Receiver's Borrowing Certificate and forward same to TD Bank;	0.50	\$550.00	\$275.00
8/29/2025	CROWE	Read emails between T McElroy and TD regarding borrowing certificate;	0.20	\$450.00	\$90.00

Total Fees: **\$6,230.00**

HST/GST: \$809.90

Summary by Staff:

	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Bryan A Gelman, President, CIRP, LIT	0.90	\$550.00	\$495.00
Chris Rowe, Senior Manager, CA (ANZ)	7.40	\$450.00	\$3,330.00
Mahmood Shafique, Senior Associate	0.10	\$400.00	\$40.00
Tom McElroy, Managing Director, CPA, CBV, CIRP, LIT	4.30	\$550.00	\$2,365.00

Disbursements:

Non-Taxable Disbursements

INSURANCE: \$4,417.76

Total Expenses: **\$4,417.76**

Amount Due This Invoice: **\$11,457.66**

GST/HST Registration # 83741 9514 RT0001

Dosanjh Care Inc.
Powassan, Ontario

PAID
INVOICE

Invoice Date: Sep 8, 2025

Invoice Num: 8305

Billing Through: Aug 31, 2025

File ID: DOSANJH-TD-R

Re: Receivership of Dosanjh Care Inc

Payment Methods:

Interac e-Transfer:

Payment by e-transfer must include the FILE ID located on the upper corner of the invoice.
Send payment to payments@albertgelman.com.

Electronic Funds Transfer (EFT) / Wire (CDN\$):

Beneficiary Bank: The Toronto-Dominion Bank
Branch Address: 161 Bay St., Toronto, Ontario M5J 2T2
Bank Institution Number: 004
Transit: 05002
Account Number: 5252455
Beneficiary Name: Albert Gelman Inc.
Swift Code: TDOMCATTTOR

Cheques:

Payments by cheque can be mailed to:
Albert Gelman Inc.
150 Ferrand Drive, Suite 1503, Toronto, Ontario M3C 3E5

Dosanjh Care Inc.
Powassan, Ontario

PAID INVOICE

Invoice Date: Oct 4, 2025
Invoice Num: 8369
Billing Through: Sep 30, 2025
File ID: DOSANJH-TD-R

Re: Receivership of Dosanjh Care Inc

Professional Fees:

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
9/1/2025	CROWE	Read emails regarding funding of receivership and file;	0.10	\$450.00	\$45.00
9/3/2025	CROWE	Read oil drum removal quote and recommend next steps to T McElroy; Discuss with T McElroy and review environmental report and possession report; Draft cheque requisition for phase I environmental; Update task list on file;	0.90	\$450.00	\$405.00
9/3/2025	TMCELROY	Discuss status of oil tanks inside and outside of property with C. Rowe; Review and sign estate trust cheques;	0.30	\$550.00	\$165.00
9/4/2025	CROWE	Discuss inspections with Richmond;	0.10	\$450.00	\$45.00
9/4/2025	TMCELROY	Meeting with property manager to discuss management matters;	0.20	\$550.00	\$110.00
9/8/2025	CROWE	Read email from counsel regarding appeal of receivership order;	0.10	\$450.00	\$45.00
9/8/2025	TMCELROY	Review and sign estate trust cheque;	0.10	\$550.00	\$55.00
9/11/2025	TMCELROY	Review and respond to correspondence from property manager;	0.10	\$550.00	\$55.00
9/12/2025	CROWE	Review motion to quash appeal materials; Set calendar reminder;	0.40	\$450.00	\$180.00
9/12/2025	JDOWDELL	Post documents to website.	0.10	\$400.00	\$40.00
9/12/2025	TMCELROY	Review of TD Bank and Debtor motion materials re appeal of appointment Order;	1.10	\$550.00	\$605.00
9/24/2025	CROWE	Review 6 months' receiver report; Read email from Court regarding rescheduled hearing;	0.20	\$450.00	\$90.00
9/24/2025	TMCELROY	Prepare Receiver's six month report and updated interim SRD to be included therewith; Instructions to J. Dowdell to file with OSB; Email interim report to corporate officer;	1.20	\$550.00	\$660.00
9/25/2025	CROWE	Read emails from counsel for TD and director regarding appeal motion; Read email from counsel for TD regarding court filing fee issue; File review meeting with B Gelman and T McElroy;	0.30	\$450.00	\$135.00
9/25/2025	TMCELROY	File update meeting with B. Gelman and C. Rowe; Correspondence from TD counsel re claim made by Debtor against North Bay Parry Sound District Health Unit post appointment;	0.20	\$550.00	\$110.00
9/29/2025	BGELMAN	Review of statement of claim by Debtor against NBOSDHU and email to counsel for TD bank;	0.20	\$550.00	\$110.00
9/29/2025	CROWE	Read email from Court regarding motion to quash appeal; Review statement of claim filed by debtor's director against health department and commentary from TD's counsel;	0.40	\$450.00	\$180.00
9/29/2025	TMCELROY	Correspondence from counsel re claim filed by Debtor after Appointment Order against NBPSDHU;	0.10	\$550.00	\$55.00
9/30/2025	CROWE	Read and respond to email from B Gelman regarding claim against regulator;	0.10	\$450.00	\$45.00

Dosanjh Care Inc.
Powassan, Ontario

PAID INVOICE

Invoice Date: Oct 4, 2025
Invoice Num: 8369
Billing Through: Sep 30, 2025
File ID: DOSANJH-TD-R

Re: Receivership of Dosanjh Care Inc

Total Fees: **\$3,135.00**
HST/GST: \$407.55

Summary by Staff:

Bryan A Gelman, President, CIRP, LIT
Chris Rowe, Senior Manager, CA (ANZ)
Jacqueline Dowdell, Associate
Tom McElroy, Managing Director, CPA, CBV, CIRP, LIT

<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
0.20	\$550.00	\$110.00
2.60	\$450.00	\$1,170.00
0.10	\$400.00	\$40.00
3.30	\$550.00	\$1,815.00

Amount Due This Invoice: **\$3,542.55**

GST/HST Registration # 83741 9514 RT0001

Payment Methods:

Interac e-Transfer:

Payment by e-transfer must include the FILE ID located on the upper corner of the invoice.
Send payment to payments@albertgelman.com.

Electronic Funds Transfer (EFT) / Wire (CDN\$):

Beneficiary Bank: The Toronto-Dominion Bank
Branch Address: 161 Bay St., Toronto, Ontario M5J 2T2
Bank Institution Number: 004
Transit: 05002
Account Number: 5252455
Beneficiary Name: Albert Gelman Inc.
Swift Code: TDOMCATTOR

Cheques:

Payments by cheque can be mailed to:
Albert Gelman Inc.
150 Ferrand Drive, Suite 1503, Toronto, Ontario M3C 3E5

Dosanjh Care Inc.
Powassan, Ontario

PAID INVOICE

Invoice Date: Nov 7, 2025
Invoice Num: 8430
Billing Through: Oct 31, 2025
File ID: DOSANJH-TD-R

Re: Receivership of Dosanjh Care Inc

Professional Fees:

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
10/1/2025	JDOWDELL	Payment request.	0.10	\$400.00	\$40.00
10/1/2025	TMCELROY	Review of insurance invoice; Approve disbursement;	0.10	\$550.00	\$55.00
10/3/2025	TMCELROY	Review and approve RAS invoice; Review and sign estate trust cheques (2);	0.20	\$550.00	\$110.00
10/6/2025	CROWE	Read emails from counsel and the Court regarding motion to quash appeal;	0.10	\$450.00	\$45.00
10/7/2025	CROWE	Read email from counsel for TD regarding motion to quash; Read emails from counsel for TD and TD regarding next steps;	0.20	\$450.00	\$90.00
10/9/2025	CROWE	Email counsel for TD regarding motion to quash appeal; Read response;	0.20	\$450.00	\$90.00
10/14/2025	CROWE	Read endorsement regarding appeal quash; Update TD; Recommend next steps to T McElroy; Read email from T McElroy on next steps; Correspond with M Zeldin regarding listing; Email director's counsel regarding information request;	0.40	\$450.00	\$180.00
10/14/2025	TMCELROY	Review of Endorsement quashing appeal; Discuss resumption of receivership administration with C. Rowe; Review and sign estate trust cheque; Approve disbursement;	0.50	\$550.00	\$275.00
10/15/2025	CROWE	Discuss listing price with M Zeldin;	0.10	\$450.00	\$45.00
10/15/2025	JDOWDELL	Upload documents to website.	0.10	\$400.00	\$40.00
10/15/2025	TMCELROY	Email to counsel re status of appeal and claim filed by corporate officer on behalf of debtor after appointment date;	0.30	\$550.00	\$165.00
10/16/2025	CROWE	Review listing recommendation from M Zeldin and appraisal value; Recommend listing price to T McElroy; Call with T McElroy regarding listing price;	0.30	\$450.00	\$135.00
10/16/2025	TMCELROY	Correspondence from realtor re property listing; Correspondence from realtor; Discuss property listing with C. Rowe;	0.40	\$550.00	\$220.00
10/20/2025	TMCELROY	Correspondence from property manager re winterization of property;	0.10	\$550.00	\$55.00
10/22/2025	TMCELROY	Review and sign estate trust cheque;	0.10	\$550.00	\$55.00
10/23/2025	CROWE	Call with M Zeldin regarding opening listing price; Read letter from defendant of claim regarding dismissal of action;	0.20	\$450.00	\$90.00
10/23/2025	TMCELROY	Review and consider correspondence from counsel to North Bay Perry Sound Health Unit; Respond to counsel;	0.40	\$550.00	\$220.00
10/25/2025	BGELMAN	Review and approve Bank reconciliation for month ended September 30, 2025;	0.10	\$550.00	\$55.00
10/27/2025	BGELMAN	Attend update call with Tom McElroy;	0.20	\$550.00	\$110.00
10/27/2025	CROWE	File review meeting with T McElroy and B Gelman;	0.20	\$450.00	\$90.00

Dosanjh Care Inc.
Powassan, Ontario

PAID INVOICE

Invoice Date: Nov 7, 2025
Invoice Num: 8430
Billing Through: Oct 31, 2025
File ID: DOSANJH-TD-R

Re: Receivership of Dosanjh Care Inc

10/27/2025	TMCELROY	File update meeting with B. Gelman and C. Rowe;	0.20	\$550.00	\$110.00
10/29/2025	TMCELROY	Call with counsel re claim filed by Debtor post-appointment and next steps re same;	0.30	\$550.00	\$165.00
10/30/2025	CROWE	Read emails between T McElroy and counsel regarding discontinuance of action;	0.10	\$450.00	\$45.00

Total Fees: **\$2,485.00**
HST/GST: \$323.05

Summary by Staff:

	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Bryan A Gelman, President, CIRP, LIT	0.30	\$550.00	\$165.00
Chris Rowe, Senior Manager, CA (ANZ)	1.80	\$450.00	\$810.00
Jacqueline Dowdell, Associate	0.20	\$400.00	\$80.00
Tom McElroy, Managing Director, CPA, CBV, CIRP, LIT	2.60	\$550.00	\$1,430.00

Amount Due This Invoice: **\$2,808.05**

GST/HST Registration # 83741 9514 RT0001

Payment Methods:

Interac e-Transfer:

Payment by e-transfer must include the FILE ID located on the upper corner of the invoice.
Send payment to payments@albertgelman.com.

Electronic Funds Transfer (EFT) / Wire (CDN\$):

Beneficiary Bank: The Toronto-Dominion Bank
Branch Address: 161 Bay St., Toronto, Ontario M5J 2T2
Bank Institution Number: 004
Transit: 05002
Account Number: 5252455
Beneficiary Name: Albert Gelman Inc.
Swift Code: TDOMCATTTOR

Cheques:

Payments by cheque can be mailed to:
Albert Gelman Inc.
150 Ferrand Drive, Suite 1503, Toronto, Ontario M3C 3E5

Dosanjh Care Inc.
Powassan, Ontario

PAID INVOICE

Invoice Date: Dec 31, 2025
Invoice Num: 8728
Billing Through: Dec 31, 2025
File ID: DOSANJH-TD-R

Re: Receivership of Dosanjh Care Inc

Professional Fees:

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
11/3/2025	TMCELROY	Review and sign estate trust cheque; Correspondence as between counsel and counsel to North Bay re claim initiated by Debtor post- receivership;	0.30	\$550.00	\$165.00
11/4/2025	TMCELROY	Review of fire safety remediation quote; Review and respond to correspondence from property manager re same;	0.20	\$550.00	\$110.00
11/5/2025	CROWE	Read and respond to email from counsel regarding notifying other side of closure; Review approved fire safety expenses;	0.20	\$450.00	\$90.00
11/5/2025	TMCELROY	Review and respond to correspondence from counsel re discontinuance of claim; Review of form of discontinuance;	0.20	\$550.00	\$110.00
11/6/2025	CROWE	Read email from T McElroy to Richmond regarding fire safety repairs;	0.10	\$450.00	\$45.00
11/6/2025	TMCELROY	Review and respond to correspondence from property manager; Begin drafting Receiver's First report to Court;	2.40	\$550.00	\$1,320.00
11/7/2025	CROWE	Read and respond to email from Richmond regarding scheduling call; Attend meeting with T McElroy;	0.50	\$450.00	\$225.00
11/7/2025	TMCELROY	Emails (2) to property manager re various matters; Conference call with Property Manager to discuss various matters;	0.40	\$550.00	\$220.00
11/10/2025	TMCELROY	Review of correspondence from property manager and quotes re repairs and maintenance; Email to property manager;	0.20	\$550.00	\$110.00
11/12/2025	TMCELROY	Review and sign estate trust cheque;	0.10	\$550.00	\$55.00
11/19/2025	CROWE	Read email from T McElroy to Richmond regarding removal of oil tank;	0.10	\$450.00	\$45.00
11/19/2025	TMCELROY	Email to property manager; Email to realtor;	0.20	\$550.00	\$110.00
11/20/2025	CROWE	Review file correspondence;	0.20	\$450.00	\$90.00
11/24/2025	CROWE	Read email from Richmond regarding boiler repair; Read emails between T McElroy and counsel regarding application record and property tax statements; Send T McElroy recommendation on opening listing price; Draft listing price briefing to TD;	0.80	\$450.00	\$360.00
11/24/2025	TMCELROY	Review and respond to correspondence from realtor re property listing and other matters; Email to counsel re form of APS and 'as is, where is' schedule B to same; Update case website;	0.70	\$550.00	\$385.00
11/25/2025	CROWE	Read and respond to email from counsel regarding tenancy status of property; Review T McElroy and B Gelman proposed changes to TD update and send to TD; Read email from counsel regarding proposed form of APS;	0.40	\$450.00	\$180.00

Dosanjh Care Inc.
Powassan, Ontario

PAID INVOICE

Invoice Date: Dec 31, 2025
Invoice Num: 8728
Billing Through: Dec 31, 2025
File ID: DOSANJH-TD-R

Re: Receivership of Dosanjh Care Inc

11/27/2025	BGELMAN	Review and approval of Bank Reconciliation for month end October 31, 2025;	0.10	\$550.00	\$55.00
11/27/2025	TMCELROY	Review and respond to correspondence from counsel re form of APS;	0.10	\$550.00	\$55.00
11/28/2025	CROWE	Read email from TD regarding opening listing price; Instruct realtor; Read correspondence between counsel and T McElroy regarding Schedule B on form of APS; Review amendments to Schedule B and comments from counsel;	0.30	\$450.00	\$135.00
11/28/2025	TMCELROY	Emails (2) from property manager re repairs and maintenance matters;	0.20	\$550.00	\$110.00
11/29/2025	TMCELROY	Review and sign property listing agreement; Review of draft schedule to form of APS and counsel comments re same; Email to realtor re form of APS;	0.60	\$550.00	\$330.00
12/1/2025	CROWE	Review property tax certificate status; Correspond with counsel; Email realtor; Read email from AON regarding application of payment; Read email from counsel regarding Schedule B;	0.70	\$450.00	\$315.00
12/2/2025	CROWE	File review meeting with T McElroy and J Dowdell;	0.20	\$450.00	\$90.00
12/2/2025	JDOWDELL	File review meeting; PPSA search.	0.30	\$400.00	\$120.00
12/2/2025	TMCELROY	Internal file meeting with C. Rowe and J. Dowdell; Email from realtor; Review of updated PPSA summary; Review of Fire Inspection certificate; Email to property manager;	0.80	\$550.00	\$440.00
12/3/2025	CROWE	Read email from realtor regarding listing; Review updated PPSA search; Review comments on Schedule B from realtor; Read email from counsel regarding Schedule B; Review fire safety inspection certificate; Read email from counsel regarding property tax certificate; Email realtor regarding same;	0.50	\$450.00	\$225.00
12/3/2025	JDOWDELL	Mail forwarding; Prepare affidavit of mailing.	0.40	\$400.00	\$160.00
12/3/2025	TMCELROY	Review and sign estate trust cheque;	0.10	\$550.00	\$55.00
12/4/2025	CROWE	Read email from Richmond regarding tank removal; Correspond with realtor regarding property manager;	0.20	\$450.00	\$90.00
12/4/2025	TMCELROY	Correspondence from property manager;	0.10	\$550.00	\$55.00
12/5/2025	CROWE	Call with realtor regarding update in property; Discuss marketing of property with T Scott;	0.20	\$450.00	\$90.00
12/5/2025	TMCELROY	Correspondence from property manager;	0.10	\$550.00	\$55.00
12/8/2025	TMCELROY	Approve disbursement; Correspondence from property manager;	0.20	\$550.00	\$110.00
12/9/2025	TMCELROY	Email to W. Rudger (CRA) re pre-appointment balances and outstanding returns; Review and respond to correspondence from property manager; Review and sign estate trust cheque;	0.50	\$550.00	\$275.00
12/10/2025	TMCELROY	Approve disbursement;	0.10	\$550.00	\$55.00

Dosanjh Care Inc.
Powassan, Ontario

PAID INVOICE

Invoice Date: Dec 31, 2025
Invoice Num: 8728
Billing Through: Dec 31, 2025
File ID: DOSANJH-TD-R

Re: Receivership of Dosanjh Care Inc

12/11/2025	CROWE	Read email from Richmond regarding payment of water arrears; Review listing agreement;	0.20	\$450.00	\$90.00
12/17/2025	CROWE	Read correspondence regarding payment of water arrears;	0.20	\$450.00	\$90.00
12/17/2025	TMCELROY	Instructions to D. Cherniak re banking matters; Review and sign estate trust cheque;	0.20	\$550.00	\$110.00
12/18/2025	CROWE	Read correspondence with banking team regarding payment of utilities; Read Richmond report on leaking roof;	0.20	\$450.00	\$90.00
12/18/2025	TMCELROY	Email from realtor; Email to property manager;	0.20	\$550.00	\$110.00
12/19/2025	CROWE	Read and respond to email from Richmond regarding ice buildup on property; Review health ministry close-down issues and discuss with M Zeldin; Review photos from Richmond regarding ice buildup issue;	0.60	\$450.00	\$270.00
12/22/2025	BGELMAN	Review of offer; meeting with Chris Rowe re same for recommendation on listing and offer sign back;	0.40	\$550.00	\$220.00
12/22/2025	CROWE	Discuss listing price and offer with B Gelman; Review offer; Recommend next steps to TD; Read email from TD regarding counter-offer and listing price; Instruct realtor; Read emails between realtor and T McElroy regarding amendment of conditions; Read and respond to email from M Zeldin regarding new interested party and purchaser commission;	0.50	\$450.00	\$225.00
12/22/2025	TMCELROY	Review of offer and discuss same with C. Rowe; Review and sign back APS;	0.40	\$550.00	\$220.00
12/23/2025	CROWE	Review property taxes and utility notice from Powassan and save to LAN; Read email from Richmond regarding utilities;	0.20	\$450.00	\$90.00
12/24/2025	CROWE	Read and respond to offer from realtor;	0.30	\$450.00	\$135.00
12/29/2025	CROWE	Read and respond to email from T Paul regarding refund cheque for director; Read and respond to email from realtor regarding offer; Update SRD for utilities estimate and send to T McElroy; Read email from Richmond regarding leak;	0.40	\$450.00	\$180.00
12/30/2025	CROWE	Prepare cheque requisition for insurance invoice;	0.40	\$450.00	\$180.00
				Total Fees:	\$8,450.00
				HST/GST:	\$1,098.50

Summary by Staff:

	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Bryan A Gelman, President, CIRP, LIT	0.50	\$550.00	\$275.00
Chris Rowe, Senior Manager, CA (ANZ)	7.40	\$450.00	\$3,330.00
Jacqueline Dowdell, Associate	0.70	\$400.00	\$280.00
Tom McElroy, Managing Director, CPA, CBV, CIRP, LIT	8.30	\$550.00	\$4,565.00

Dosanjh Care Inc.
Powassan, Ontario

PAID INVOICE

Invoice Date: Dec 31, 2025
Invoice Num: 8728
Billing Through: Dec 31, 2025
File ID: DOSANJH-TD-R

Re: Receivership of Dosanjh Care Inc

Disbursements:

Non-Taxable Disbursements

SEARCH FEES (NON-TAXABLE): \$8.00

Taxable Disbursements

MAIL FORWARDING: \$302.75

Total Expenses: \$310.75

HST/GST: \$39.36

Amount Due This Invoice: **\$9,898.61**

GST/HST Registration # 83741 9514 RT0001

Payment Methods:

Interac e-Transfer:

Payment by e-transfer must include the FILE ID located on the upper corner of the invoice.
Send payment to payments@albertgelman.com.

Electronic Funds Transfer (EFT) / Wire (CDN\$):

Beneficiary Bank: The Toronto-Dominion Bank
Branch Address: 161 Bay St., Toronto, Ontario M5J 2T2
Bank Institution Number: 004
Transit: 05002
Account Number: 5252455
Beneficiary Name: Albert Gelman Inc.
Swift Code: TDOMCATTOR

Cheques:

Payments by cheque can be mailed to:
Albert Gelman Inc.
150 Ferrand Drive, Suite 1503, Toronto, Ontario M3C 3E5

Dosanjh Care Inc.
Powassan, Ontario

PAID INVOICE

Invoice Date: Feb 8, 2026
Invoice Num: 8749
Billing Through: Jan 31, 2026
File ID: DOSANJH-TD-R

Re: Receivership of Dosanjh Care Inc

Professional Fees:

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
1/1/2026	TMCELROY	Review and sign estate trust cheque;	0.10	\$575.00	\$57.50
1/2/2026	CROWE	Read mail from Bell;	0.10	\$475.00	\$47.50
1/2/2026	JDOWDELL	Request payment.	0.10	\$400.00	\$40.00
1/5/2026	BGELMAN	Review of budget and approval of borrowing request from TD;	0.10	\$575.00	\$57.50
1/5/2026	BGELMAN	Review and approval of November 30, 2025 bank reconciliation;	0.10	\$575.00	\$57.50
1/5/2026	CROWE	Review utility bill;	0.10	\$475.00	\$47.50
1/5/2026	TMCELROY	Review of forecast budget and discuss with B. Gelman;	0.30	\$575.00	\$172.50
1/6/2026	CROWE	Read email from T McElroy to TD with borrowing request; Read email from B Gelman regarding same; Read creditor correspondence;	0.30	\$475.00	\$142.50
1/6/2026	TMCELROY	Email to TD Bank re Receiver's additional borrowings;	0.20	\$575.00	\$115.00
1/11/2026	TMCELROY	Review and sign estate trust cheque;	0.10	\$575.00	\$57.50
1/12/2026	BGELMAN	Meeting with Chris Rowe and Tom McElroy re file status update;	0.10	\$575.00	\$57.50
1/12/2026	CROWE	File review meeting with T McElroy and B Gelman; Read email from TD regarding funding of receivership line; Provide wire instructions to TD;	0.30	\$475.00	\$142.50
1/12/2026	TMCELROY	Internal file review meeting with C. Rowe and B. Gelman;	0.10	\$575.00	\$57.50
1/13/2026	CROWE	Request update on marketing campaign from realtor; Read letter from Bell regarding service; Read and respond to email from realtor regarding interest in property and listing price; Discuss new comparable property with T Scott;	0.40	\$475.00	\$190.00
1/15/2026	BGELMAN	Call from T. McElroy re sign back terms to APS;	0.20	\$575.00	\$115.00
1/15/2026	CROWE	Review updated offer and TD approval; Read email from TD regarding funding line;	0.20	\$475.00	\$95.00
1/15/2026	TMCELROY	Instruction to T. Paul re banking matters; Email to TD Bank re offer to purchaser; Several calls with realtor re offer to purchase; Prepare Receiver's Certificate and email same to TD Bank; Sign back offer to purchase; Review and sign estate trust cheque;	1.20	\$575.00	\$690.00
1/16/2026	CROWE	Review and save APS to LAN; Update TD; Set reminder for condition removal date; Discuss court report with T McElroy;	0.30	\$475.00	\$142.50
1/19/2026	CROWE	Read email from realtor regarding deposit; Save slip to LAN; Read email from T McElroy to bank regarding finance;	0.20	\$475.00	\$95.00
1/20/2026	CROWE	Review insurance invoice and prepare cheque requisition; Discuss insurance with T McElroy;	0.20	\$475.00	\$95.00
1/21/2026	JDOWDELL	Payment request.	0.10	\$400.00	\$40.00

Dosanjh Care Inc.
Powassan, Ontario

PAID INVOICE

Invoice Date: Feb 8, 2026
Invoice Num: 8749
Billing Through: Jan 31, 2026
File ID: DOSANJH-TD-R

Re: Receivership of Dosanjh Care Inc

1/21/2026	TMCELROY	Approve disbursement;	0.10	\$575.00	\$57.50
1/23/2026	CROWE	Call with M Zeldin regarding status of offer;	0.10	\$475.00	\$47.50
1/25/2026	TMCELROY	Continue drafting Receiver's First Report to Court; Email to counsel re security opinion; Email to CRA officer;	3.30	\$575.00	\$1,897.50
1/26/2026	JDOWDELL	Teranet search, PPSA and Corp Search.	0.30	\$400.00	\$120.00
1/28/2026	CROWE	Call counsel regarding security report and leave message; Call with counsel regarding PIN issue; Review PIN map; Review APS; Provide APS to counsel; Correspond further with counsel;	0.80	\$475.00	\$380.00
1/29/2026	CROWE	Read and respond to counsel regarding subdivision issue; Update realtor;	0.70	\$475.00	\$332.50
1/29/2026	TMCELROY	Email to realtor re authorization letter for purchaser;	0.10	\$575.00	\$57.50
1/30/2026	CROWE	Call realtor regarding subdivision issue; Email counsel regarding council authorization; Read email from counsel with comments on draft city authorization letter; Draft authorization letter, sign and send to realtor;	0.70	\$475.00	\$332.50

Total Fees: **\$5,740.00**

HST/GST: \$746.20

Summary by Staff:

	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Bryan A Gelman, President, CIRP, LIT	0.50	\$575.00	\$287.50
Chris Rowe, Senior Manager, CA (ANZ)	4.40	\$475.00	\$2,090.00
Jacqueline Dowdell, Associate	0.50	\$400.00	\$200.00
Tom McElroy, Managing Director, CPA, CBV, CIRP, LIT	5.50	\$575.00	\$3,162.50

Amount Due This Invoice: **\$6,486.20**

GST/HST Registration # 83741 9514 RT0001

Dosanjh Care Inc.
Powassan, Ontario

PAID
INVOICE

Invoice Date: Feb 8, 2026
Invoice Num: 8749
Billing Through: Jan 31, 2026
File ID: DOSANJH-TD-R

Re: Receivership of Dosanjh Care Inc

Payment Methods:

Interac e-Transfer:

Payment by e-transfer must include the FILE ID located on the upper corner of the invoice.
Send payment to payments@albertgelman.com.

Electronic Funds Transfer (EFT) / Wire (CDN\$):

Beneficiary Bank: The Toronto-Dominion Bank
Branch Address: 161 Bay St., Toronto, Ontario M5J 2T2
Bank Institution Number: 004
Transit: 05002
Account Number: 5252455
Beneficiary Name: Albert Gelman Inc.
Swift Code: TDOMCATTOR

Cheques:

Payments by cheque can be mailed to:
Albert Gelman Inc.
150 Ferrand Drive, Suite 1503, Toronto, Ontario M3C 3E5

Dosanjh Care Inc.
Powassan, Ontario

PAID INVOICE

Invoice Date: Mar 9, 2026
Invoice Num: 8781
Billing Through: Feb 28, 2026
File ID: DOSANJH-TD-R

Re: Receivership of Dosanjh Care Inc

Professional Fees:

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
2/1/2026	CROWE	Correspond with counsel and realtor regarding listing agreement and marketing materials;	0.30	\$475.00	\$142.50
2/2/2026	CROWE	Read email from realtor with marketing materials; Send to counsel for review; Discuss subdivision issue with T McElroy;	0.20	\$475.00	\$95.00
2/6/2026	CROWE	Call counsel and leave voicemail regarding subdivision issue; Read email from counsel regarding appraisal amendment; Calls with counsel and T McElroy regarding appraisal amendment;	0.60	\$475.00	\$285.00
2/9/2026	CROWE	Discuss appraisal amendment with T McElroy;	0.10	\$475.00	\$47.50
2/9/2026	SPITUCCI	Reconciled Richmond Advisory's cash flow statement to supporting invoices	0.20	\$460.00	\$92.00
2/12/2026	CROWE	Call appraiser regarding back-end PIN; Email update to counsel and T McElroy; Review updated appraisal and send to counsel;	0.40	\$475.00	\$190.00
2/12/2026	TMCELROY	Email to/from counsel re additional property parcel;	0.10	\$575.00	\$57.50
2/14/2026	CROWE	Read email from T McElroy regarding report;	0.10	\$475.00	\$47.50
2/17/2026	CROWE	Call with M Zeldin and T McElroy regarding back-end property and amended offer; Instruct counsel to amend APS to include back-end; Email M Zeldin; Correspond with counsel regarding property tax statement;	0.40	\$475.00	\$190.00
2/17/2026	SPITUCCI	Reconciled Richmond's cash flow statements with billings received to confirm accuracy	0.20	\$460.00	\$92.00
2/17/2026	TMCELROY	Discuss next steps re strip of land parcel;	0.10	\$575.00	\$57.50
2/19/2026	CROWE	Correspond with realtor regarding property taxes, boiler repair and APS amendment; Email counsel and Richmond to follow up on respective issues; Review property tax certificate and file;	0.10	\$475.00	\$47.50
2/20/2026	CROWE	Read email from counsel regarding amended APS; Email realtor;	0.10	\$475.00	\$47.50
2/23/2026	CROWE	Review amenmdent to APS to include back-end of property and send to M Zeldin to have purchaser sign;	0.10	\$475.00	\$47.50
2/23/2026	TMCELROY	Review of APS amendments;	0.10	\$575.00	\$57.50
2/24/2026	CROWE	Read and respond to email from realtor regarding changing APS amendment;	0.10	\$475.00	\$47.50
2/25/2026	SPITUCCI	Reviewed Richmond Advisory's invoices for potential duplicate charges and Jan 2026 cash flow statements recently provided	0.50	\$460.00	\$230.00
2/25/2026	TMCELROY	Review and sign APS amendment; Approve disbursement;	0.30	\$575.00	\$172.50
2/26/2026	CROWE	Call with M Zeldin regarding purchaser extension request;	0.10	\$475.00	\$47.50

Dosanjh Care Inc.
Powassan, Ontario

PAID INVOICE

Invoice Date: Mar 9, 2026
Invoice Num: 8781
Billing Through: Feb 28, 2026
File ID: DOSANJH-TD-R

Re: Receivership of Dosanjh Care Inc

2/26/2026	TMCELROY	Emails to/from realtor re purchasers request to extend financing condition; Review and sign APS amendment;	0.30	\$575.00	\$172.50
2/27/2026	TMCELROY	Discuss APS extension and amendment with realtor; Review and sign same;	0.20	\$575.00	\$115.00

Total Fees: **\$2,281.50**

HST/GST: \$296.60

Summary by Staff:

	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Chris Rowe, Senior Manager, CA (ANZ)	2.60	\$475.00	\$1,235.00
Steven Pitucci, Senior Manager, CPA, CA	0.90	\$460.00	\$414.00
Tom McElroy, Managing Director, CPA, CBV, CIRP, LIT	1.10	\$575.00	\$632.50

Disbursements:

Non-Taxable Disbursements

INSURANCE:	\$2,208.88
OTHER MISC.:	\$8,891.69

Total Expenses: **\$11,100.57**

Amount Due This Invoice: **\$13,678.67**

GST/HST Registration # 83741 9514 RT0001

Dosanjh Care Inc.
Powassan, Ontario

PAID INVOICE

Invoice Date: Mar 9, 2026

Invoice Num: 8781

Billing Through: Feb 28, 2026

File ID: DOSANJH-TD-R

Re: Receivership of Dosanjh Care Inc

Payment Methods:

Interac e-Transfer:

Payment by e-transfer must include the FILE ID located on the upper corner of the invoice.
Send payment to payments@albertgelman.com.

Electronic Funds Transfer (EFT) / Wire (CDN\$):

Beneficiary Bank: The Toronto-Dominion Bank
Branch Address: 161 Bay St., Toronto, Ontario M5J 2T2
Bank Institution Number: 004
Transit: 05002
Account Number: 5252455
Beneficiary Name: Albert Gelman Inc.
Swift Code: TDOMCATTOR

Cheques:

Payments by cheque can be mailed to:
Albert Gelman Inc.
150 Ferrand Drive, Suite 1503, Toronto, Ontario M3C 3E5

Dosanjh Care Inc.
Powassan, Ontario

PAID INVOICE

Invoice Date: May 11, 2026
Invoice Num: 8948
Billing Through: Apr 30, 2026
File ID: DOSANJH-TD-R

Re: Receivership of Dosanjh Care Inc

Professional Fees:

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
3/3/2026	CROWE	Read and respond to email from counsel regarding extension of waiver conditions;	0.10	\$475.00	\$47.50
3/4/2026	SPITUCCI	Reconciled Jan 2026 cash flow statement recently provided by Richmond Advisory to Richmond's invoices addressed to AGI	0.10	\$460.00	\$46.00
3/5/2026	CROWE	Update TD on sale;	0.10	\$475.00	\$47.50
3/6/2026	BGELMAN	Review and approval of January 2026 bank reconciliation;	0.10	\$575.00	\$57.50
3/6/2026	CROWE	Update task list on file;	0.10	\$475.00	\$47.50
3/9/2026	CROWE	Review correspondence;	0.10	\$475.00	\$47.50
3/11/2026	JPOPIC	Completed the 6 month receivership report	0.50	\$400.00	\$200.00
3/11/2026	TMCELROY	Instructions to J. Popic re BIA interim report; Review and sign BIA Interim Report and Interim SRD; Instructions to J. Dowdell re sending of BIA Interim Report;	0.40	\$575.00	\$230.00
3/12/2026	BGELMAN	Review of update on real estate sale process;	0.10	\$575.00	\$57.50
3/12/2026	CROWE	Discuss condition waiver with T McElroy; Correspond with TD and realtor regarding condition waiver; Read realtor update and update agent; Call with T McElroy regarding extension;	0.70	\$475.00	\$332.50
3/13/2026	CROWE	Read email from realtor regarding closing; Read email from Richmond regarding boiler repair;	0.20	\$475.00	\$95.00
3/13/2026	TMCELROY	Call with realtor re status of existing offer and next steps;	0.20	\$575.00	\$115.00
3/15/2026	TMCELROY	Email to secured creditor re status of existing offer and next steps re marketing process;	0.20	\$575.00	\$115.00
3/16/2026	JDOWDELL	Fax and email interim receivers report.	0.10	\$400.00	\$40.00
3/19/2026	TMCELROY	Review and sign mutual release re terminated sale;	0.10	\$575.00	\$57.50
3/20/2026	SPITUCCI	Reviewed updated February 2026 cash flows from Richmond Advisory to ensure corrections were made for previous months' billing errors	0.20	\$460.00	\$92.00
3/21/2026	TMCELROY	Instructions to S. Pitucci re RT0002 account;	0.10	\$575.00	\$57.50
3/22/2026	SPITUCCI	Follow up with Richmond Advisory RE: invoice corrections for February 2026	0.10	\$460.00	\$46.00
3/23/2026	SPITUCCI	Followed up with M. Vice @ CRA opening HST RT2 account	0.30	\$460.00	\$138.00
3/23/2026	TMCELROY	Review of offers received; Discuss same with realtor;	0.30	\$575.00	\$172.50
3/24/2026	TMCELROY	Call with realtor; Review and respond to correspondence from relator;	0.20	\$575.00	\$115.00
3/25/2026	BGELMAN	Meeting with Tom McElroy to discuss offer sign back;	0.20	\$575.00	\$115.00

Dosanjh Care Inc.
Powassan, Ontario

PAID INVOICE

Invoice Date: May 11, 2026
Invoice Num: 8948
Billing Through: Apr 30, 2026
File ID: DOSANJH-TD-R

Re: Receivership of Dosanjh Care Inc

3/25/2026	TMCELROY	Review of offer to purchase; Calls with realtor re sign back of offer; Sign back offer; Review and respond to correspondence from counsel;	0.60	\$575.00	\$345.00
3/27/2026	TMCELROY	Call with realtor re offer;	0.10	\$575.00	\$57.50
4/1/2026	TMCELROY	Review and approve disbursement to property manager;	0.10	\$575.00	\$57.50
4/6/2026	CROWE	Read update from realtor on interest in property and latest offer; Read email from T McElroy to TD regarding offer;	0.20	\$475.00	\$95.00
4/6/2026	TMCELROY	Call with realtor; Update email to TD Bank;	0.30	\$575.00	\$172.50
4/7/2026	CROWE	Read email from TD regarding offer for property;	0.10	\$475.00	\$47.50
4/8/2026	BGELMAN	Attend file update meeting with Tom McElroy;	0.20	\$575.00	\$115.00
4/8/2026	CROWE	File reivew meeting with T McElroy and B Gelman;	0.20	\$475.00	\$95.00
4/8/2026	TMCELROY	Internal file review meeting;	0.20	\$575.00	\$115.00
4/9/2026	CROWE	Read email from realtor regarding offer;	0.10	\$475.00	\$47.50
4/10/2026	TMCELROY	Approve disbursement;	0.10	\$575.00	\$57.50
4/11/2026	BGELMAN	Review and approval of Bank Reconciliation for the period ending Feb 28, 2026;	0.10	\$575.00	\$57.50
4/13/2026	TMCELROY	Emails to/from realtor re offer; Review of offer; Call with realtor re offer; Email to TD bank re offer; Review and sign back APS;	0.60	\$575.00	\$345.00
4/14/2026	CROWE	Discuss latest offer with T McElroy;	0.10	\$475.00	\$47.50
4/15/2026	TMCELROY	Discuss status of pre-receivership HST account balance and filing and post-receivership filings with S. Pitucci;	0.10	\$575.00	\$57.50
4/16/2026	CROWE	Review deposit receipt and save to LAN; Read emails with condition deadlines from realtor and diarize; Save signed APS to LAN;	0.30	\$475.00	\$142.50
4/22/2026	CROWE	Review Richmond cash flow and March invoice; Review inspection condition waiver from purchaser; Review insurance invoices and prepare cheque requisition;	0.50	\$475.00	\$237.50
4/24/2026	CROWE	Call M Zeldin regarding amendment request; Call T McElroy and leave voicemail; Review amendment request from purchaser;	0.20	\$475.00	\$95.00
4/25/2026	BGELMAN	Review and approve March 31, 2026 bank reconciliation;	0.10	\$575.00	\$57.50
4/29/2026	CROWE	Read email from realtor regarding new deal;	0.10	\$475.00	\$47.50
4/30/2026	CROWE	Review updated APS and save to LAN; Diarize condition waiver date;	0.10	\$475.00	\$47.50

Total Fees: **\$4,612.00**
HST/GST: \$599.56

Summary by Staff:

Hours	Rate	Amount
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Dosanjh Care Inc.
Powassan, Ontario

PAID INVOICE

Invoice Date: May 11, 2026
Invoice Num: 8948
Billing Through: Apr 30, 2026
File ID: DOSANJH-TD-R

Re: Receivership of Dosanjh Care Inc

Bryan A Gelman, President, CIRP, LIT	0.80	\$575.00	\$460.00
Chris Rowe, Senior Manager, CA (ANZ)	3.20	\$475.00	\$1,520.00
Jacqueline Dowdell, Associate	0.10	\$400.00	\$40.00
Jovana Popic, Associate	0.50	\$400.00	\$200.00
Steven Pitucci, Senior Manager, CPA, CA	0.70	\$460.00	\$322.00
Tom McElroy, Managing Director, CPA, CBV, CIRP, LIT	3.60	\$575.00	\$2,070.00

Disbursements:

Non-Taxable Disbursements

SEARCH FEES (NON-TAXABLE): \$26.75

Taxable Disbursements

SEARCH FEES: \$93.39

Total Expenses: \$120.14

HST/GST: \$12.14

Amount Due This Invoice: **\$5,343.84**

GST/HST Registration # 83741 9514 RT0001

Payment Methods:

Interac e-Transfer:

Payment by e-transfer must include the FILE ID located on the upper corner of the invoice.
Send payment to payments@albertgelman.com.

Electronic Funds Transfer (EFT) / Wire (CDN\$):

Beneficiary Bank: The Toronto-Dominion Bank
Branch Address: 161 Bay St., Toronto, Ontario M5J 2T2
Bank Institution Number: 004
Transit: 05002
Account Number: 5252455
Beneficiary Name: Albert Gelman Inc.
Swift Code: TDOMCATTOR

Cheques:

Payments by cheque can be mailed to:
Albert Gelman Inc.
150 Ferrand Drive, Suite 1503, Toronto, Ontario M3C 3E5

Dosanjh Care Inc.
Powassan, Ontario

INVOICE

Invoice Date: Jun 10, 2026
Invoice Num: 9038
Billing Through: May 31, 2026
File ID: DOSANJH-TD-R

Re: Receivership of Dosanjh Care Inc

Professional Fees:

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
5/1/2026	SPITUCCI	Reviewed Richmond's March 2026 cash flows for accuracy	0.20	\$460.00	\$92.00
5/6/2026	CROWE	Call with M Zeldin regarding status of contract;	0.10	\$475.00	\$47.50
5/11/2026	CROWE	Read email from T McElroy to realtor regarding condition deadline;	0.10	\$475.00	\$47.50
5/11/2026	TMCELROY	Email to counsel re status of APS purchaser condition waiver;	0.10	\$575.00	\$57.50
5/12/2026	CROWE	Read correspondence between T McElroy and realtor regarding amendment to APS; Review changes to APS;	0.10	\$475.00	\$47.50
5/12/2026	TMCELROY	Call with realtor; Review and sign back APS amendment;	0.30	\$575.00	\$172.50
5/14/2026	CROWE	Discuss offer status with realtor;	0.10	\$475.00	\$47.50
5/19/2026	CROWE	Review grass cutting and cleanup quote from Richmond; Call with realtor to discuss;	0.20	\$475.00	\$95.00
5/20/2026	CROWE	Correspond with realtor, TD and T McElroy regarding extension request; Review Richmond invoice and statement;	0.50	\$475.00	\$237.50
5/20/2026	TMCELROY	Discuss potential purchasers request for APS extension with C. Rowe; Sign APS amendment extending conditional period to May 22;	0.20	\$575.00	\$115.00
5/21/2026	CROWE	Discuss status of offer with M Zeldin;	0.10	\$475.00	\$47.50
5/21/2026	TMCELROY	Approve disbursement to property manager;	0.10	\$575.00	\$57.50
5/22/2026	CROWE	Read email from realtor regarding condition waiver; Update TD; Discuss report with T McElroy; Email realtor regarding amendments;	0.30	\$475.00	\$142.50
5/22/2026	TMCELROY	Email from realtor re condition waiver; Begin drafting Receiver's first report to Court;	2.20	\$575.00	\$1,265.00
5/24/2026	CROWE	Instruct counsel to book AVO date; Respond to TD queries on deal;	0.10	\$475.00	\$47.50
5/25/2026	CROWE	Correspond with T McElroy and counsel regarding court date;	0.10	\$475.00	\$47.50
5/26/2026	CROWE	Read and respond to email from Richmond regarding proposed yardwork; Review insurance invoice and prepare cheque requisition for same;	0.20	\$475.00	\$95.00
5/26/2026	JPOPIC	HST return	0.50	\$400.00	\$200.00
5/26/2026	TMCELROY	Correspondence from property manager re maintenance;	0.10	\$575.00	\$57.50
5/28/2026	TMCELROY	Review of and approve HST filings prepared by J. Popic; Continue drafting First Report to Court; Prepare Receiver affidavit; Prepare Receiver's final SRD;	6.40	\$575.00	\$3,680.00
5/29/2026	CROWE	Read emails between realtor and T McElroy regarding extension of listing proposal;	0.10	\$475.00	\$47.50
5/29/2026	JPOPIC	HST filing	0.50	\$400.00	\$200.00

Dosanjh Care Inc.
Powassan, Ontario

INVOICE

Invoice Date: Jun 10, 2026
Invoice Num: 9038
Billing Through: May 31, 2026
File ID: DOSANJH-TD-R

Re: Receivership of Dosanjh Care Inc

5/29/2026	TMCELROY	Email from/to realtor re Court date to approve proposal;	0.10	\$575.00	\$57.50
5/31/2026	SPITUCCI	Requested CRA for copy of their proof of claim	0.10	\$460.00	\$46.00
5/31/2026	TMCELROY	Emails to/from counsel re security opinion; Email to realtor;	0.30	\$575.00	\$172.50

Total Fees: **\$7,123.00**
HST/GST: \$925.99

Summary by Staff:

	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Chris Rowe, Senior Manager, CA (ANZ)	2.00	\$475.00	\$950.00
Jovana Popic, Associate	1.00	\$400.00	\$400.00
Steven Pitucci, Senior Manager, CPA, CA	0.30	\$460.00	\$138.00
Tom McElroy, Managing Director, CPA, CBV, CIRP, LIT	9.80	\$575.00	\$5,635.00

Amount Due This Invoice: **\$8,048.99**

GST/HST Registration # 83741 9514 RT0001

Payment Methods:

Interac e-Transfer:

Payment by e-transfer must include the FILE ID located on the upper corner of the invoice.
Send payment to payments@albertgelman.com.

Electronic Funds Transfer (EFT) / Wire (CDN\$):

Beneficiary Bank: The Toronto-Dominion Bank
Branch Address: 161 Bay St., Toronto, Ontario M5J 2T2
Bank Institution Number: 004
Transit: 05002
Account Number: 5252455
Beneficiary Name: Albert Gelman Inc.
Swift Code: TDOMCATTTOR

Cheques:

Payments by cheque can be mailed to:
Albert Gelman Inc.
150 Ferrand Drive, Suite 1503, Toronto, Ontario M3C 3E5

Dosanjh Care Inc.
Powassan, Ontario

INVOICE

Invoice Date: Jul 2, 2026
Invoice Num: 9137
Billing Through: Jun 30, 2026
File ID: DOSANJH-TD-R

Re: Receivership of Dosanjh Care Inc

Professional Fees:

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
5/30/2026	BGELMAN	Review and approval of Bank Reconciliation for the month end April 30, 2026;	0.10	\$575.00	\$57.50
6/1/2026	JDOWDELL	Corp profile search and teranet search.	0.10	\$400.00	\$40.00
6/1/2026	TMCELROY	Further updates to Receiver's First Report;	1.20	\$575.00	\$690.00
6/2/2026	TMCELROY	Discuss Receiver's BIA s. 246 six month report with S. Pitucci;	0.10	\$575.00	\$57.50
6/3/2026	ASABBA	Call with M. Vice at CRA; Meeting with J. Popic; Draft email to M. Vice	0.40	\$400.00	\$160.00
6/3/2026	TMCELROY	Discuss CRA balance with A. Sabba;	0.10	\$575.00	\$57.50
6/3/2026	ZZELEWICZ	Review of Private appointment agreement to confirm date of 246 (2) report; update due date of 246 (2) report date.	0.20	\$445.00	\$89.00
6/4/2026	ZZELEWICZ	Various updates to tracker and determining date of required filing to OSB and debtor.	0.10	\$445.00	\$44.50
6/8/2026	CROWE	Review draft report and provide comments for T McElroy;	0.60	\$475.00	\$285.00
6/9/2026	CROWE	Complete comments on report; Request proof of claim from CRA; Request time dockets from L Hagshi; Request updated balance from TD; Read email from TD with updated balance;	2.70	\$475.00	\$1,282.50
6/9/2026	TMCELROY	Continue drafting First Report to Court; Send draft to counsel for comments;	0.70	\$575.00	\$402.50
6/10/2026	CROWE	Read email from counsel regarding corporate bankruptcy;	0.10	\$475.00	\$47.50
6/10/2026	TMCELROY	Emails from/to counsel;	0.10	\$575.00	\$57.50
6/11/2026	CROWE	Discuss CRA claim with T McElroy;	0.10	\$475.00	\$47.50
6/11/2026	SPITUCCI	Reviewed Richmond's Apr 2026 cash flow for accuracy	0.40	\$460.00	\$184.00
6/11/2026	TMCELROY	Email from/to realtor; Email from/to counsel;	0.20	\$575.00	\$115.00
6/14/2026	CROWE	Read emails from T McElroy regarding report;	0.10	\$475.00	\$47.50
6/14/2026	TMCELROY	Emails from/to counsel re various matters;	0.20	\$575.00	\$115.00
6/15/2026	TMCELROY	Approve disbursement;	0.10	\$575.00	\$57.50
6/15/2026	TMCELROY	Emails from/to counsel; Review of draft AVO and comments to counsel re same;	0.40	\$575.00	\$230.00
6/16/2026	CROWE	Read emails regarding lawyer for purchaser;	0.10	\$475.00	\$47.50
6/17/2026	TMCELROY	Review of draft discharge and distribution Order and AVO; Comments to counsel re same; Review of counsel comments to First Report; Continue drafting First Report;	2.90	\$575.00	\$1,667.50
6/18/2026	CROWE	Read emails regarding court report;	0.10	\$475.00	\$47.50
6/19/2026	ASABBA	Draft email to M. Vice at CRA to confirm outstanding CRA balances.	0.20	\$400.00	\$80.00

Dosanjh Care Inc.
Powassan, Ontario

INVOICE

Invoice Date: Jul 2, 2026
Invoice Num: 9137
Billing Through: Jun 30, 2026
File ID: DOSANJH-TD-R

Re: Receivership of Dosanjh Care Inc

6/20/2026	CROWE	Read email from A Sabba regarding CRA obligations;	0.10	\$475.00	\$47.50
6/22/2026	CROWE	Review AON insurance invoice; Instruct J Dowdell to draft cheque requisition;	0.10	\$475.00	\$47.50
6/24/2026	CROWE	Review updated tax certificate;	0.10	\$475.00	\$47.50
6/24/2026	TMCELROY	Correspondence from town of Possawan;	0.10	\$575.00	\$57.50
6/25/2026	SPITUCCI	Recalculated and confirmed amounts to pay Richmond based on Richmond's May 2026 invoice and cash flows provided	0.30	\$460.00	\$138.00
6/26/2026	CROWE	Review cashflow from Richmond;	0.10	\$475.00	\$47.50
6/29/2026	TMCELROY	Review of counsel comments re First Report; Email to counsel re same; Finalize interim SRD;	0.80	\$575.00	\$460.00
6/30/2026	ASABBA	To contact the CRA inquiring about CRA Balances.	0.10	\$400.00	\$40.00
				Total Fees:	\$6,795.50
				HST/GST:	\$883.42

Summary by Staff:

	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Adam Sabba, Associate, MBA, CPA	0.70	\$400.00	\$280.00
Bryan A Gelman, President, CIRP, LIT	0.10	\$575.00	\$57.50
Chris Rowe, Senior Manager, CA (ANZ)	4.20	\$475.00	\$1,995.00
Jacqueline Dowdell, Associate	0.10	\$400.00	\$40.00
Steven Pitucci, Senior Manager, CPA, CA	0.70	\$460.00	\$322.00
Tom McElroy, Managing Director, CPA, CBV, CIRP, LIT	6.90	\$575.00	\$3,967.50
Zach Zelewicz, Manager, CPA, CIRP	0.30	\$445.00	\$133.50

Disbursements:

Taxable Disbursements

POSTAGE:	\$6.15
Total Expenses:	\$6.15
HST/GST:	\$0.80
Amount Due This Invoice:	\$7,685.87

Dosanjh Care Inc.
Powassan, Ontario

INVOICE

Invoice Date: Jul 2, 2026
Invoice Num: 9137
Billing Through: Jun 30, 2026
File ID: DOSANJH-TD-R

Re: Receivership of Dosanjh Care Inc

Payment Methods:

Interac e-Transfer:

Payment by e-transfer must include the FILE ID located on the upper corner of the invoice.
Send payment to payments@albertgelman.com.

Electronic Funds Transfer (EFT) / Wire (CDN\$):

Beneficiary Bank: The Toronto-Dominion Bank
Branch Address: 161 Bay St., Toronto, Ontario M5J 2T2
Bank Institution Number: 004
Transit: 05002
Account Number: 5252455
Beneficiary Name: Albert Gelman Inc.
Swift Code: TDOMCATTOR

Cheques:

Payments by cheque can be mailed to:
Albert Gelman Inc.
150 Ferrand Drive, Suite 1503, Toronto, Ontario M3C 3E5

APPENDIX J

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

B E T W E E N:

THE TORONTO-DOMINION BANK

Applicant

- and -

DOSANJH CARE INC.

Respondent

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

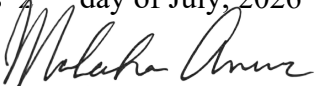
AFFIDAVIT OF HUGH McHENRY
(sworn July 2nd , 2026)

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

1. I am an associate with the law firm of Chaitons LLP (“**Chaitons**”), lawyers for Albert Gelman Inc., in its capacity as court-appointed receiver (the “**Receiver**”), of all the assets, undertakings and properties of each of the Respondents, and as such have knowledge of the matters to which I hereinafter depose.
2. Attached hereto and marked as **Exhibit “A”** are copies of the accounts issued by Chaitons to the Receiver for the period commencing June 4, 2025 and ending June 30, 2026, totalling \$63,908.25 (comprised of fees of \$55,635.00, disbursements of \$985.91 and HST of \$7,287.34) with respect to this proceeding.
3. Attached hereto and marked as **Exhibit “B”** is a summary of additional information with respect to the accounts referred to in paragraph 2 above, indicating all members of Chaitons who

have worked on this matter, their year of call to the bar, total time charged and hourly rates, and I hereby confirm that this summary accurately reflects such information.

4. I confirm that the accounts described in paragraph 2 above accurately reflect the services provided by Chaitons in this matter and the fees and disbursements claimed by it for the period from June 4, 2025 to June 30, 2026.

SWORN before me at the City of)
Toronto, in the Province of Ontario)
this 2nd day of July, 2026)
)
_____)
A Commissioner, etc.



HUGH McHENRY

Maleeha Anwar (LSO No. 92961B)

**THIS IS EXHIBIT "A" TO
THE AFFIDAVIT OF HUGH McHENRY
SWORN BEFORE ME THIS 2nd DAY OF
JULY, 2026**

A handwritten signature in black ink, appearing to read "Malaka Amur".

A Commissioner etc.

Matter Number: 0101397
Matter Description: Dosanjh Care Inc.

Matter Information

Proforma Information

Matter Billing Address:	ALBERT GELMAN INC.	Billing Attorney:	HARVEY G. CHAITON	Through Date:	2025-06-30
	100 SIMCOE STREET	Supervising Attorney:	HARVEY G. CHAITON	Run Date:	2025-06-30
	SUITE 125	Responsible Attorney:	HARVEY G. CHAITON	Proforma Status:	Current
	TORONTO, ON M5H 3G2	E-Billing:	No	Proforma Currency:	CAD
		Date Matter Opened:	2025-06-04	Invoice Number:	DRAFT
Billing Contact:		Matter Status:	Open		
		Matter Currency:	CAD		

Matter Statistics (as of 2025-06-30)

Matter Fee Arrangements

Available Matter Balances

Billing Realization - LTD		100.00%	Arrangement:	Hourly	BOA:	0.00
Fees Write Off - LTD:		0.00		0.00		0.00
AR Write Off - LTD:		0.00	Volume Discount:		Unallocated Funds:	0.00
WIP Fees:		5,123.00		No		
AR Fees:		0.00	Exception Rate:			
			Fee Estimate:			

Proforma Totals

	Hours	Fees	Soft Costs	Hard Costs	Other Charges	Total
Work Total	9.80	5,123.00	0.00	0.00	0.00	5,123.00
Write Up/Down	0.00	0.00	0.00	0.00	0.00	0.00
Adjustments	N/A	0.00	0.00	0.00	N/A	0.00
Billable Amount	9.80	5,123.00	0.00	0.00	0.00	5,123.00
Taxes						665.99
Applied Unallocated						0.00
Applied Trust						0.00
BOA						0.00
Total Bill	9.80	\$5,123.00	\$0.00	\$0.00	\$0.00	\$5,788.99

Client: ALBERT GELMAN INC.

Printed: 08 July 2025 9:33:11 a.m.
Proforma Number: 68865

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Matter Number: 0101397
Matter Description: Dosanjh Care Inc.

Fee Detail

Index	Work Date	Time Details	Task Code	Activity Code	Timekeeper	Hours	Rate	Amount	Status	Circle Action	Notes
975391	2025-06-04	Various emails re cash for keys;			HARVEY G. CHAITON	0.20	950.00	190.00	B	WO/EX/TRF	
982203	2025-06-04	Reviewing background information regarding receivership proceedings and preparing for drafting of cash for key agreement; Corresponding with Chaitons lawyers regarding same			DANISH AFROZ	0.70	675.00	472.50	B	WO/EX/TRF	
975989	2025-06-05	Draft N11 and Schedule "A" thereto;			LUCA IMBROGNO	2.00	325.00	650.00	B	WO/EX/TRF	
976683	2025-06-05	Review of e-mail correspondence from and between C. Rowe and H. Chaiton re status of residential tenancy and instructions relating to preparation of cash for keys agreement; telephone call with D. Afroz re same; review and preparation of required revisions to draft Form N11 and Schedule "A" relating thereto; e-mail correspondence with H. Chaiton, D. Afroz and L. Imbrogno re same;			ANDREW DIMARCO	1.90	395.00	750.50	B	WO/EX/TRF	
982891	2025-06-05	Reviewing emails regarding cash for key agreement and providing instructions to L Imbrogno regarding same; Reviewing and commenting on agreement			DANISH AFROZ	1.60	675.00	1,080.00	B	WO/EX/TRF	
976066	2025-06-06	Finalize N11;			LUCA IMBROGNO	0.50	325.00	162.50	B	WO/EX/TRF	
983513	2025-06-06	Reviewing cash for key agreement and revisions thereto; Sending to Receiver			DANISH AFROZ	0.70	675.00	472.50	B	WO/EX/TRF	
981482	2025-06-12	Reviewing correspondence regarding residential tenant that vacated and discussing next steps with H Chaiton and A Di Marco			DANISH AFROZ	0.50	675.00	337.50	B	WO/EX/TRF	
981475	2025-06-13	Call with C Rowe regarding tenant vacating premises and reviewing correspondence relating to appeal of Receivership Order;			DANISH AFROZ	0.40	675.00	270.00	B	WO/EX/TRF	
981507	2025-06-19	Call with C Rowe regarding dealings with tenant at property; Reviewing draft agreement for tenant			DANISH AFROZ	0.50	675.00	337.50	B	WO/EX/TRF	
980696	2025-06-20	Revise N11;			LUCA IMBROGNO	0.40	325.00	130.00	B	WO/EX/TRF	

08 July 2025 9:33:11 a.m.

Matter Number: 0101397
Matter Description: Dosanjh Care Inc.

Index	Work Date	Time Details	Task Code	Activity Code	Timekeeper	Hours	Rate	Amount	Status	Circle Action	Notes
981517	2025-06-20	Reviewing email from Receiver regarding tenant and responding to same; Reviewing revisions to N11 and agreement			DANISH AFROZ	0.40	675.00	270.00	B	WO/EX/TRF	
TOTAL						9.80		\$5,123.00			

Charges Detail

Index	Work Date	Charge Description	Amount	Circle Action	Notes
1703767	2025-06-30	HST Output	665.99	WO/EX/TRF	
TOTAL			\$665.99		

Timekeeper Summary

Number	Name	Timekeeper Title	Office	Rate	Work Hours	Bill Hours	Work Amount	Write Up/Down	Bill Amount	Notes
0017	HARVEY G. CHAITON	Partner	1 - Toronto	950.00	0.20	0.20	190.00	0.00	190.00	
0174	ANDREW DIMARCO	Associate	1 - Toronto	395.00	1.90	1.90	750.50	0.00	750.50	
0193	DANISH AFROZ	Partner	1 - Toronto	675.00	4.80	4.80	3,240.00	0.00	3,240.00	
0195	LUCA IMBROGNO	Associate	1 - Toronto	325.00	2.90	2.90	942.50	0.00	942.50	
TOTAL					9.80	9.80	\$5,123.00	\$0.00	\$5,123.00	

Proforma Billing Instructions

☐ Final Bill

☐ Bill Fees Only

☐ Bill Costs Only

☐ Do Not Bill

☐ Close Matter

Matter Number: 0101397
Matter Description: Dosanjh Care Inc.

Matter Information

Proforma Information

Matter Billing Address: ALBERT GELMAN INC. 100 SIMCOE STREET SUITE 125 TORONTO, ON M5H 3G2	Billing Attorney: HARVEY G. CHAITON Supervising Attorney: HARVEY G. CHAITON Responsible Attorney: HARVEY G. CHAITON E-Billing: No Date Matter Opened: 2025-06-04 Matter Status: Open Matter Currency: CAD	Through Date: 2026-06-30 Run Date: 2026-06-30 Proforma Status: Current Proforma Currency: CAD Invoice Number: DRAFT
Billing Contact:		

Matter Statistics (as of 2026-06-30)

Matter Fee Arrangements

Available Matter Balances

Billing Realization - LTD 100.00%	Arrangement: Hourly	BOA: 0.00
Fees Write Off - LTD: 0.00	Fee Maximum: 0.00	Trust: 0.00
AR Write Off - LTD: 0.00	Volume Discount:	Unallocated Funds: 0.00
WIP Fees: 50,512.00	Exception Rate: No	
AR Fees: 5,123.00	Fee Estimate: 0.00	

Proforma Totals

	Hours	Fees	Soft Costs	Hard Costs	Other Charges	Total
Work Total	93.50	50,512.00	1.23	984.68	0.00	51,497.91
Write Up/Down	0.00	0.00	0.00	0.00	0.00	0.00
Adjustments	N/A	0.00	0.00	0.00	N/A	0.00
Billable Amount	93.50	50,512.00	1.23	984.68	0.00	51,497.91
Taxes						6,621.35
Applied Unallocated						0.00
Applied Trust						0.00
BOA						0.00
Total Bill	93.50	\$50,512.00	\$1.23	\$984.68	\$0.00	\$58,119.26

Client: ALBERT GELMAN INC.

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Matter Number: 0101397
Matter Description: Dosanjh Care Inc.

Fee Detail

Index	Work Date	Time Details	Task Code	Activity Code	Timekeeper	Hours	Rate	Amount	Status	Circle Action	Notes
1024815	2025-10-15	Reviewing correspondence and materials provided by AGI; Providing instructions to H McHenry; Calls regarding same			DANISH AFROZ	0.50	675.00	337.50	B	WO/EX/TRF	
1024823	2025-10-17	Reviewing claim brought against North Bay; Providing advice regarding next steps			DANISH AFROZ	0.60	675.00	405.00	B	WO/EX/TRF	
1027422	2025-10-23	Telephone call with D. Afroz;			HARVEY G. CHAITON	0.20	950.00	190.00	B	WO/EX/TRF	
1028215	2025-10-23	Reviewing information and materials relating to claim filed against North Bay; Reviewing background information relating to file			DANISH AFROZ	0.70	675.00	472.50	B	WO/EX/TRF	
1028205	2025-10-27	Reviewing materials sent regarding claim against North Bay Parry Sound Health Unit; Call with T McElroy regarding same			DANISH AFROZ	0.80	675.00	540.00	B	WO/EX/TRF	
1028185	2025-10-28	File review and analysis			HUGH MCHENRY	1.10	305.00	335.50	B	WO/EX/TRF	
1028210	2025-10-28	Reviewing materials sent by North Bay's counsel; Setting out response to Albert Gelman Inc; Call with T McElroy			DANISH AFROZ	0.60	675.00	405.00	B	WO/EX/TRF	
1028187	2025-10-29	Drafting and editing Notice of Change of Lawyer and Notice of Discontinuance			HUGH MCHENRY	1.60	305.00	488.00	B	WO/EX/TRF	
1028212	2025-10-29	Corresponding with North Bay's lawyers regarding defence; Reviewing Notice of Change and Notice of Discontinuance; Corresponding with H McHenry regarding same			DANISH AFROZ	0.40	675.00	270.00	B	WO/EX/TRF	
1028587	2025-10-30	Revised notice of discontinuance and draft email to BLG			HUGH MCHENRY	0.70	305.00	213.50	B	WO/EX/TRF	
1029787	2025-10-30	Reviewing the Notice of Change of Lawyer and Notice of Discontinuance relating to the Action; Corresponding with BLG regarding same			DANISH AFROZ	0.90	675.00	607.50	B	WO/EX/TRF	
1035019	2025-11-05	Revised the notice of change of lawyer and notice of discontinuance			HUGH MCHENRY	0.40	305.00	122.00	B	WO/EX/TRF	
1035051	2025-11-05	Corresponding with counsel for North Bay Parry Sound regarding discontinuance of claim by debtor; Communicating with Receiver; Instructing counsel as to next steps			DANISH AFROZ	0.80	675.00	540.00	B	WO/EX/TRF	

Client: ALBERT GELMAN INC.

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Matter Description: Dosanjh Care Inc.

Index	Work Date	Time Details	Task Code	Activity Code	Timekeeper	Hours	Rate	Amount	Status	Circle Action	Notes
1035022	2025-11-06	Revised the notice of change of lawyer and notice of discontinuance			HUGH MCHENRY	2.00	305.00	610.00	B	WO/EX/TRF	
1035056	2025-11-06	Supervising process of serving Notice of Change of Lawyers and Notice of Discontinuance of the claim against North Bay; Reviewing note to H Chaitons regarding same			DANISH AFROZ	0.40	675.00	270.00	B	WO/EX/TRF	
1041325	2025-11-24	Reviewing Schedule B for APS; Coordinating review of APS with real estate team; Requesting information from the Receiver; Retrieving parcel register and property tax certificate; Discussing file with A DiMarco			DANISH AFROZ	0.80	675.00	540.00	B	WO/EX/TRF	
1042766	2025-11-25	Receipt and review of e-mail correspondence from D. Afroz re request to review APS relating to 532 Main Street property; e-mail correspondence with T. McElroy re tenancy status inquiry relating to same; e-mail correspondence with C. Rowe re same and status of review of APS forms provided;			ANDREW DIMARCO	0.60	395.00	237.00	B	WO/EX/TRF	
1077920	2025-11-27	Review of draft Schedule "B" to APS provided by C. Rowe in relation to 532 Main Street property; draft e-mail correspondence to C. Rowe and T. McElroy advising on same and seeking instructions;			ANDREW DIMARCO	1.40	395.00	553.00	B	WO/EX/TRF	
1041047	2025-11-28	Review/revise Schedule B to purchase agreement;			ROBERT MILLER	0.40	850.00	340.00	B	WO/EX/TRF	
1044923	2025-11-28	Further drafting of Schedules "B" and "C" to OREA form of APS for 532 Main Street property; review of parcel abstract for subject property in connection with same drafting; e-mail correspondence with R. Miller re same; e-mail correspondence with T. McElroy and C. Rowe circulating draft OREA form and Schedules "B" and "C" for review and comment in regard to 532 Main Street property;			ANDREW DIMARCO	2.50	395.00	987.50	B	WO/EX/TRF	
1047494	2025-12-02	Emails and call regarding ordering of tax certificates and changes to template APS for sale of estate property			DANISH AFROZ	0.70	675.00	472.50	B	WO/EX/TRF	
1046854	2025-12-03	Preparation of required revisions to Schedule "B" to OREA Form re 532 Main			ANDREW DIMARCO	0.20	395.00	79.00	B	WO/EX/TRF	

Client: ALBERT GELMAN INC.

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Matter Description: Dosanjh Care Inc.

Index	Work Date	Time Details	Task Code	Activity Code	Timekeeper	Hours	Rate	Amount	Status	Circle Action	Notes
		Street property; e-mail correspondence with M. Zeldin, T. McElroy and C. Rowe re same;									
1047475	2025-12-03	Reviewing changes made to the OREA APS and corresponding schedule			DANISH AFROZ	0.30	675.00	202.50	B	WO/EX/TRF	
1059126	2026-01-25	Review of application record; email correspondence with D. Afroz;			LEE STARR	0.40	475.00	190.00	B	WO/EX/TRF	
1060659	2026-01-26	Review of PINs and PIN Map; email correspondence with D. Afroz;			LEE STARR	0.40	475.00	190.00	B	WO/EX/TRF	
1061639	2026-01-26	Reviewing analysis by L. Star regarding security review of TD security; Researching legal issues relating to security held by TD; Corresponding with L Star and H Chaiton regarding same			DANISH AFROZ	1.70	775.00	1,317.50	B	WO/EX/TRF	
1061394	2026-01-28	Meeting with D. Afroz and E. Lake re PIN issue;			LEE STARR	0.30	475.00	142.50	B	WO/EX/TRF	
1062247	2026-01-28	Discussion with D. Afroz and review of correspondence and file re research questions pertaining to GSA and mortgage;			BRANDON VALE	0.50	250.00	125.00	B	WO/EX/TRF	
1062436	2026-01-28	Reviewing issues relating to sale of property owned by debtor; Instructing B Vale regarding research regarding security-related issues; Call with C. Rowe regarding sale of property; Reviewing APS in respect of property; Reviewing PIN Map, and parcel registers			DANISH AFROZ	2.80	775.00	2,170.00	B	WO/EX/TRF	
1061958	2026-01-29	Email correspondence with D. Afroz;			LEE STARR	0.20	475.00	95.00	B	WO/EX/TRF	
1062443	2026-01-29	Corresponding with L Starr regarding preparation of security opinion; Reviewing searches and other materials relating to property			DANISH AFROZ	0.40	775.00	310.00	B	WO/EX/TRF	
1062326	2026-01-30	Research re planning decision; email correspondence with D. Afroz; preliminary preparation of Security Opinion; phone call with D. Afroz;			LEE STARR	1.80	475.00	855.00	B	WO/EX/TRF	
1062427	2026-01-30	Reviewing email from L Starr regarding review of appraisal and options for conveyance of back end of property to Purchaser; Instructing B. Vale regarding research relating to GSA; Providing comments on the authorizing letter to municipality			DANISH AFROZ	1.30	775.00	1,007.50	B	WO/EX/TRF	

02 July 2026 11:48:00 a.m.

Client: ALBERT GELMAN INC.

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Matter Description: Dosanjh Care Inc.

Index	Work Date	Time Details	Task Code	Activity Code	Timekeeper	Hours	Rate	Amount	Status	Circle Action	Notes
1062623	2026-01-30	Research re General Security Agreement and email re same;			BRANDON VALE	0.80	250.00	200.00	B	WO/EX/TRF	
1062647	2026-01-30	Review emails; telephone call with D. Afroz;			HARVEY G. CHAITON	0.20	1,100.00	220.00	B	WO/EX/TRF	
1062626	2026-02-01	Research re General Security Agreement and email re same;			BRANDON VALE	3.30	250.00	825.00	B	WO/EX/TRF	
1063633	2026-02-02	Call with D. Afroz and receipt and review of email correspondence re listing and marketing materials for property;			BRANDON VALE	0.90	250.00	225.00	B	WO/EX/TRF	
1073225	2026-02-02	Reviewing research regarding effect of GSA on sweeping of excess funds; Reviewing marketing process details; Calls with B. Vale regarding same			DANISH AFROZ	0.80	775.00	620.00	B	WO/EX/TRF	
1064944	2026-02-04	Review of aerial mapping and reference plan; preparing email to D. Afroz; phone call with H. Chaiton;			LEE STARR	0.40	475.00	190.00	B	WO/EX/TRF	
1067583	2026-02-04	Telephone calls with D. Afroz and with L. Starr with respect to back lot;			HARVEY G. CHAITON	0.40	1,100.00	440.00	B	WO/EX/TRF	
1073229	2026-02-04	Reviewing case law relating to effect of GSA without mortgage security; Reviewing marketing materials of Receiver's listing agent; Call with H Chaiton regarding same; Corresponding with Lee Star regarding same			DANISH AFROZ	1.30	775.00	1,007.50	B	WO/EX/TRF	
1073281	2026-02-06	Analyzing steps required relating to sale of property; Calls and emails with C. Rowe regarding appraisal and revisions to APS			DANISH AFROZ	0.90	775.00	697.50	B	WO/EX/TRF	
1073303	2026-02-11	Discussing issue relating to PIN ending 0643 with Receiver; Reviewing case law and legislation relating thereto; Reviewing updated appraisal			DANISH AFROZ	0.90	775.00	697.50	B	WO/EX/TRF	
1073239	2026-02-12	Reviewing revised appraisal for 532 Main Street property; Corresponding with H Chaiton and Receiver regarding same			DANISH AFROZ	0.60	775.00	465.00	B	WO/EX/TRF	
1073272	2026-02-17	Corresponding with Receiver regarding real property and appraisal; Instructing preparation of amendment to agreement of purchase and sale; Requesting tax certificate			DANISH AFROZ	0.70	775.00	542.50	B	WO/EX/TRF	
1070187	2026-02-18	Review various e-mail correspondence between C. Rowe, T. McElroy and D.			ANDREW DIMARCO	0.50	500.00	250.00	B	WO/EX/TRF	

Client: ALBERT GELMAN INC.

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Matter Number: 0101397
Matter Description: Dosanjh Care Inc.

Index	Work Date	Time Details	Task Code	Activity Code	Timekeeper	Hours	Rate	Amount	Status	Circle Action	Notes
		Afroz re additional lands owned by Debtor and instructions to amend APS; review pertinent provisions of APS and e-mail correspondence with D. Afroz re same; e-mail correspondence with V. Koch re instructions relating to preparation of draft amendment to APS;									
1070621	2026-02-19	Drafting an Amendment to the APS to include additional parcel. Communicating with A. DiMarco re. same.			VALERIE KOCH	1.40	250.00	350.00	B	WO/EX/TRF	
1071610	2026-02-22	Review and preparation of required revisions to draft Amendment to APS re 532 Main Street property; e-mail correspondence with C. Rowe circulating same for review and comment;			ANDREW DIMARCO	1.50	500.00	750.00	B	WO/EX/TRF	
1073268	2026-02-22	Reviewing revisions made to Amendment to APS			DANISH AFROZ	0.40	775.00	310.00	B	WO/EX/TRF	
1072311	2026-02-26	Updating Security Opinion;			LEE STARR	0.20	475.00	95.00	B	WO/EX/TRF	
1072745	2026-02-27	Email correspondence with D. Afroz;			LEE STARR	0.10	475.00	47.50	B	WO/EX/TRF	
1075706	2026-03-03	E-mail correspondence with C. Rowe and T. McElroy re status of waiver under APS for 532 Main Street property;			ANDREW DIMARCO	0.20	500.00	100.00	B	WO/EX/TRF	
1081068	2026-03-03	Reviewing Amendment to the APS relating to the 532 Main St. property; Reviewing changes made to security opinion			DANISH AFROZ	0.80	775.00	620.00	B	WO/EX/TRF	
1084250	2026-03-24	E-mail correspondence with C. Rowe re status of Purchaser's waiver of conditions on 532 Main St. transaction;			ANDREW DIMARCO	0.20	500.00	100.00	B	WO/EX/TRF	
1106872	2026-05-25	Reviewing draft APS and corresponding with receiver regarding AVO motion scheduling			DANISH AFROZ	1.00	775.00	775.00	B	WO/EX/TRF	
1107365	2026-05-29	Reviewing materials relating to transaction and attending to matters relating to AVO motion; Various emails and calls regarding same			DANISH AFROZ	1.20	775.00	930.00	B	WO/EX/TRF	
1107465	2026-05-29	Receipt and review of e-mail correspondence from C. Rowe re firm APS relating 532 Main Street transaction; preliminary review of APS and Amendments thereto re same;			ANDREW DIMARCO	0.20	500.00	100.00	B	WO/EX/TRF	
1108046	2026-06-01	Revision of security opinion; email			LEE STARR	0.30	475.00	142.50	B	WO/EX/TRF	

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Index	Work Date	Time Details	Task Code	Activity Code	Timekeeper	Hours	Rate	Amount	Status	Circle Action	Notes
1114984	2026-06-01	correspondence with D. Afroz; Requesting tax certificate; Reviewing searches; Attending to other matters relating to file; Reviewing and revising security opinion and ordering further searches; Corresponding with Receiver regarding same			DANISH AFROZ	1.70	775.00	1,317.50	B	WO/EX/TRF	
1114994	2026-06-09	Reviewing draft First Report; Identifying legal issues to be addressed prior to seeking relief; Corresponding with H Chaiton regarding same; Coordinating preparation of motion materials			DANISH AFROZ	1.60	775.00	1,240.00	B	WO/EX/TRF	
1112622	2026-06-10	Drafting service list and notice of motion for D. Afroz;			DANIELLA CHARLES-OBAZEI	5.10	250.00	1,275.00	B	WO/EX/TRF	
1114991	2026-06-10	Corresponding with Receiver regarding CRA claims; Drafting Approval and Vesting Order; Coordinating preparation of motion materials			DANISH AFROZ	3.30	775.00	2,557.50	B	WO/EX/TRF	
1112959	2026-06-11	Revision of notice of motion; draft of factum on behalf of D. Afroz;			DANIELLA CHARLES-OBAZEI	4.60	250.00	1,150.00	B	WO/EX/TRF	
1114304	2026-06-11	E-mail correspondence with D. Afroz re review of draft Approval and Vesting Order relating to 532 Main St. transaction; e-mail correspondence with C. Singh re instructions pertaining to revising same;			ANDREW DIMARCO	0.10	500.00	50.00	B	WO/EX/TRF	
1115000	2026-06-11	Drafting Ancillary Order; Reviewing and revising First Report and Service List; Corresponding with Receiver regarding CRA; Reviewing and commenting on Notice of Motion			DANISH AFROZ	2.90	775.00	2,247.50	B	WO/EX/TRF	
1113175	2026-06-12	Communication with A. DiMarco and review and preparation of the Schedule C and D for the vesting order;			CAMELIA SINGH	0.50	295.00	147.50	B	WO/EX/TRF	
1113191	2026-06-12	Draft of Factum on behalf of D. Afroz;			DANIELLA CHARLES-OBAZEI	7.50	250.00	1,875.00	B	WO/EX/TRF	
1115006	2026-06-14	Corresponding with Receiver regarding AVO and scheduling of motion for approval; Following up with real estate lawyers regarding schedules			DANISH AFROZ	0.30	775.00	232.50	B	WO/EX/TRF	
1113365	2026-06-15	Edits to Factum Draft on behalf of D.			DANIELLA	0.50	250.00	125.00	B	WO/EX/TRF	

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Index	Work Date	Time Details	Task Code	Activity Code	Timekeeper	Hours	Rate	Amount	Status	Circle Action	Notes
		Afroz;			CHARLES- OBAZEI						
1114285	2026-06-15	Review and preparation of required revisions to draft Approval and Vesting Order re 532 Main St. transaction; review of executed APS and Amendments pertaining to same; review of parcel abstracts re 532 Main St. property; prepare further required revisions to draft AVO; e-mail correspondence with D. Afroz and H. Chaiton re same;			ANDREW DIMARCO	1.30	500.00	650.00	B	WO/EX/TRF	
1115005	2026-06-15	Reviewing and commenting on First Report; Drafting Orders; Corresponding with Receiver and counsel regarding same; Reviewing revsied AVO; Reviewing draft factum			DANISH AFROZ	3.40	775.00	2,635.00	B	WO/EX/TRF	
1115002	2026-06-16	Reviewing and commenting on First Report; Drafting Orders; Corresponding with Receiver and counsel regarding same; Emails with Town of Powassam regarding tax certificate; Emails relating to scheduling of motion; Sending draft report and Orders to Receiver			DANISH AFROZ	4.20	775.00	3,255.00	B	WO/EX/TRF	
1114101	2026-06-17	Communications with A. DiMarco and review of the property PINs with regards to the roll numbers; telephone call with the tax department for the Municipality of Powassan;			CAMELIA SINGH	0.20	295.00	59.00	B	WO/EX/TRF	
1114250	2026-06-17	Various e-mail correspondence with D. Afroz and C. Singh re realty tax arrears considerations on 532 Main St. transaction; draft e-mail correspondence to K. Haida circulating fully executed APS and draft Approval and Vesting Order for review and comment in advance of motion for same; e-mail correspondence with D. Afroz and H. Chaiton re same;			ANDREW DIMARCO	0.70	500.00	350.00	B	WO/EX/TRF	
1118183	2026-06-17	Revised factum and notice of motion; calls with D. Afroz; emails with client			HUGH MCHENRY	2.40	395.00	948.00	B	WO/EX/TRF	
1115018	2026-06-18	Commenting on First Report; Drafting Orders; Attending to other matters relating to proceedings			DANISH AFROZ	0.90	775.00	697.50	B	WO/EX/TRF	
1117602	2026-06-19	Telephone call with D. Afroz re status of realty tax arrears re 532 Main St. property;			ANDREW DIMARCO	0.30	500.00	150.00	B	WO/EX/TRF	

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1115670	2026-06-23	Telephone call to tax department for the Municipality of Powassan;			CAMELIA SINGH	0.10	295.00	29.50	B	WO/EX/TRF	
1116423	2026-06-23	Review draft report; telephone call with D. Afroz;			HARVEY G. CHAITON	0.80	1,100.00	880.00	B	WO/EX/TRF	
1117966	2026-06-24	Corresponding with real estate lawyers regarding tax certificate related issues;			DANISH AFROZ	0.10	775.00	77.50	B	WO/EX/TRF	
1118177	2026-06-24	Drafting and editing factum			HUGH MCHENRY	0.40	395.00	158.00	B	WO/EX/TRF	
1117885	2026-06-27	Complete review of report;			HARVEY G. CHAITON	0.30	1,100.00	330.00	B	WO/EX/TRF	
1117890	2026-06-28	Telephone call with D. Afroz to discuss report;			HARVEY G. CHAITON	0.50	1,100.00	550.00	B	WO/EX/TRF	
1117972	2026-06-28	Call with H Chaiton regarding comments on First Report; Revising First Report and sending same to Receiver			DANISH AFROZ	0.80	775.00	620.00	B	WO/EX/TRF	
1117689	2026-06-29	Receipt and review of e-mail correspondence between D. Afroz and K. Haider re draft Approval and Vesting Order on 532 Main Street property transaction; e-mail correspondence with C. Singh and D. Afroz re realty tax arrears relating to subject property and realty tax certificate inquiry;			ANDREW DIMARCO	0.30	500.00	150.00	B	WO/EX/TRF	
1118178	2026-06-29	Drafting and editing factum and notice of motion			HUGH MCHENRY	1.10	395.00	434.50	B	WO/EX/TRF	
TOTAL						93.50		\$50,512.00			

Hard Cost Details

Index	Date	Vendor Invoice	Cost Details	Amount	Paid	Circle Action	Notes
2862988	2025-11-24	0101397/LYNDA C	MUNICIPALITY OF POWASSAN - Tax Certificate/Property Link Non-Taxable	70.00	Y	WO/EX/TRF	
2863353	2025-11-24	11242025	TERANET ENTERPRISES INC. - Teraview Charges Non-taxable	1.20	Y	WO/EX/TRF	
2863376	2025-11-24	11242025	TERANET ENTERPRISES INC. - Teraview Charges Taxable	1.20	Y	WO/EX/TRF	
2863567	2025-11-24	11242025	TERANET ENTERPRISES INC. - Teraview Charges Non-taxable	9.55	Y	WO/EX/TRF	
2863666	2025-11-24	11242025	TERANET ENTERPRISES INC. - Teraview Charges Taxable	23.85	Y	WO/EX/TRF	
2901685	2026-01-26	ONC01272026	ONCORP DIRECT INC. - Government Disbursement Internet Search Non-tax.	8.00	Y	WO/EX/TRF	
2901701	2026-01-26	ONC01272026	ONCORP DIRECT INC. - Internet Search Fee Taxable	14.95	Y	WO/EX/TRF	
2901776	2026-01-26	ONC01272026	ONCORP DIRECT INC. - Internet Search Fee Taxable	29.85	Y	WO/EX/TRF	

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Index	Date	Vendor Invoice	Cost Details	Amount	Paid	Circle Action	Notes
2901781	2026-01-26	ONC01272026	ONCORP DIRECT INC. - Government Disbursement Internet Search Non-tax.	75.29	Y	WO/EX/TRF	
2901786	2026-01-26	ONC01272026	ONCORP DIRECT INC. - Government Disbursement Internet Search Non-tax.	8.00	Y	WO/EX/TRF	
2901790	2026-01-26	ONC01272026	ONCORP DIRECT INC. - Internet Search Fee Taxable	31.00	Y	WO/EX/TRF	
2901791	2026-01-26	ONC01272026	ONCORP DIRECT INC. - Internet Search Fee Taxable	22.60	Y	WO/EX/TRF	
2902043	2026-01-26	01272026	TERANET ENTERPRISES INC. - Teraview Charges Non-taxable	9.55	Y	WO/EX/TRF	
2902044	2026-01-26	01272026	TERANET ENTERPRISES INC. - Teraview Charges Non-taxable	9.55	Y	WO/EX/TRF	
2902045	2026-01-26	01272026	TERANET ENTERPRISES INC. - Teraview Charges Non-taxable	9.55	Y	WO/EX/TRF	
2902302	2026-01-26	01272026	TERANET ENTERPRISES INC. - Teraview Charges Taxable	23.85	Y	WO/EX/TRF	
2902303	2026-01-26	01272026	TERANET ENTERPRISES INC. - Teraview Charges Taxable	23.85	Y	WO/EX/TRF	
2902304	2026-01-26	01272026	TERANET ENTERPRISES INC. - Teraview Charges Taxable	5.00	Y	WO/EX/TRF	
2902305	2026-01-26	01272026	TERANET ENTERPRISES INC. - Teraview Charges Taxable	3.00	Y	WO/EX/TRF	
2902306	2026-01-26	01272026	TERANET ENTERPRISES INC. - Teraview Charges Taxable	3.00	Y	WO/EX/TRF	
2902307	2026-01-26	01272026	TERANET ENTERPRISES INC. - Teraview Charges Taxable	23.85	Y	WO/EX/TRF	
2908236	2026-02-04	02042026	TERANET ENTERPRISES INC. - Teraview Charges Non-taxable	5.00	Y	WO/EX/TRF	
2908728	2026-02-04	02042026	TERANET ENTERPRISES INC. - Teraview Charges Taxable	10.00	Y	WO/EX/TRF	
2916057	2026-02-18	0101397/LYNDA C.	MUNICIPALITY OF POWASSAN - Tax Certificate(s) Non-taxable	70.00	Y	WO/EX/TRF	
2992298	2026-06-01	0101397/LYNDA C.	THE MUNICIPALITY OF POWASSAN - Tax Certificate(s) Non-taxable	70.00	Y	WO/EX/TRF	
2995663	2026-06-01	06032026	TERANET ENTERPRISES INC. - Teraview Charges Non-taxable	9.55	N	WO/EX/TRF	
2995664	2026-06-01	06032026	TERANET ENTERPRISES INC. - Teraview Charges Non-taxable	1.20	N	WO/EX/TRF	
2995665	2026-06-01	06032026	TERANET ENTERPRISES INC. - Teraview Charges Non-taxable	9.55	N	WO/EX/TRF	
2996213	2026-06-01	06032026	TERANET ENTERPRISES INC. - Teraview Charges Taxable	23.85	N	WO/EX/TRF	
2996214	2026-06-01	06032026	TERANET ENTERPRISES INC. - Teraview Charges Taxable	1.20	N	WO/EX/TRF	
2996215	2026-06-01	06032026	TERANET ENTERPRISES INC. - Teraview Charges Taxable	23.85	N	WO/EX/TRF	
2996713	2026-06-01	ONC06032026	ONCORP DIRECT INC. - Government Disbursement Internet Search Non-tax.	8.00	Y	WO/EX/TRF	
2996748	2026-06-01	ONC06032026	ONCORP DIRECT INC. - Internet Search Fee Taxable	29.85	Y	WO/EX/TRF	
2996771	2026-06-01	ONC06032026	ONCORP DIRECT INC. - Internet Search Fee Taxable	22.60	Y	WO/EX/TRF	
2996798	2026-06-01	ONC06032026	ONCORP DIRECT INC. - Government Disbursement Internet Search Non-tax.	8.00	Y	WO/EX/TRF	
2996845	2026-06-01	ONC06032026	ONCORP DIRECT INC. - Internet Search Fee Taxable	19.20	Y	WO/EX/TRF	
2996847	2026-06-01	ONC06032026	ONCORP DIRECT INC. - Government Disbursement Internet Search Non-tax.	75.29	Y	WO/EX/TRF	
2996932	2026-06-01	ONC06032026	ONCORP DIRECT INC. - Internet Search Fee Taxable	14.95	Y	WO/EX/TRF	
3004010	2026-06-12	06152026	TERANET ENTERPRISES INC. - Teraview Charges Non-taxable	13.10	N	WO/EX/TRF	
3004261	2026-06-12	06152026	TERANET ENTERPRISES INC. - Teraview Charges Taxable	3.60	N	WO/EX/TRF	

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3004262	2026-06-15	06152026	TERANET ENTERPRISES INC. - Teraview Charges Taxable	5.00	N	WO/EX/TRF	
3004756	2026-06-17	06182026	TERANET ENTERPRISES INC. - Teraview Charges Non-taxable	9.55	N	WO/EX/TRF	
3004757	2026-06-17	06182026	TERANET ENTERPRISES INC. - Teraview Charges Non-taxable	9.55	N	WO/EX/TRF	
3004758	2026-06-17	06182026	TERANET ENTERPRISES INC. - Teraview Charges Taxable	1.20	N	WO/EX/TRF	
3004759	2026-06-17	06182026	TERANET ENTERPRISES INC. - Teraview Charges Taxable	23.85	N	WO/EX/TRF	
3004761	2026-06-17	06182026	TERANET ENTERPRISES INC. - Teraview Charges Taxable	23.85	N	WO/EX/TRF	
3003379	2026-06-19	0101397/LYNDA	MUNICIPALITY OF POWASSAN - Tax Certificate(s) Non-taxable	70.00	Y	WO/EX/TRF	
3005664	2026-06-19	06222026	TERANET ENTERPRISES INC. - Teraview Charges Non-taxable	5.00	N	WO/EX/TRF	
3005991	2026-06-19	06222026	TERANET ENTERPRISES INC. - Teraview Charges Taxable	10.00	N	WO/EX/TRF	
3005992	2026-06-19	06222026	TERANET ENTERPRISES INC. - Teraview Charges Taxable	1.20	N	WO/EX/TRF	
TOTAL				\$984.68			

Soft Cost Summary

Cost Type	QTY	Amount	Circle Action	Notes
Postage Charges Taxable - S94	1	1.23	WO/EX/TRF	
TOTAL		\$1.23		

TOTAL HARD AND SOFT COSTS\$985.91

Charges Detail

Index	Work Date	Charge Description	Amount	Circle Action	Notes
2464300	2026-06-30	HST Output	6,621.35	WO/EX/TRF	
2464301	2026-06-30	Zero Output	0.00	WO/EX/TRF	
TOTAL			\$6,621.35		

Timekeeper Summary

Number	Name	Timekeeper Title	Office	Rate	Work Hours	Bill Hours	Work Amount	Write Up/Down	Bill Amount	Notes
0017	HARVEY G. CHAITON	Partner	1 - Toronto	950.00	0.20	0.20	190.00	0.00	190.00	
0017	HARVEY G. CHAITON	Partner	1 - Toronto	1,100.00	2.20	2.20	2,420.00	0.00	2,420.00	
0050	ROBERT MILLER	Partner	1 - Toronto	850.00	0.40	0.40	340.00	0.00	340.00	
0174	ANDREW DIMARCO	Associate	1 - Toronto	395.00	4.70	4.70	1,856.50	0.00	1,856.50	

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Number	Name	Timekeeper Title	Office	Rate	Work Hours	Bill Hours	Work Amount	Write Up/Down	Bill Amount	Notes
0174	ANDREW DIMARCO	Associate	1 - Toronto	500.00	5.30	5.30	2,650.00	0.00	2,650.00	
0184	LEE STARR	Associate	1 - Toronto	475.00	4.10	4.10	1,947.50	0.00	1,947.50	
0193	DANISH AFROZ	Partner	1 - Toronto	675.00	7.50	7.50	5,062.50	0.00	5,062.50	
0193	DANISH AFROZ	Partner	1 - Toronto	775.00	34.00	34.00	26,350.00	0.00	26,350.00	
0200	VALERIE KOCH	Other Staff	1 - Toronto	250.00	1.40	1.40	350.00	0.00	350.00	
0201	BRANDON VALE	Other Staff	1 - Toronto	250.00	5.50	5.50	1,375.00	0.00	1,375.00	
0564	CAMELIA SINGH	Staff	1 - Toronto	295.00	0.80	0.80	236.00	0.00	236.00	
1020	HUGH MCHENRY	Associate	1 - Toronto	305.00	5.80	5.80	1,769.00	0.00	1,769.00	
1020	HUGH MCHENRY	Associate	1 - Toronto	395.00	3.90	3.90	1,540.50	0.00	1,540.50	
1042	DANIELLA CHARLES-OBAZEI	Other Staff	1 - Toronto	250.00	17.70	17.70	4,425.00	0.00	4,425.00	
TOTAL					93.50	93.50	\$50,512.00	\$0.00	\$50,512.00	

Proforma Billing Instructions

☐ Final Bill ☐ Bill Fees Only ☐ Bill Costs Only ☐ Do Not Bill ☐ Close Matter

**THIS IS EXHIBIT "B" TO
THE AFFIDAVIT OF HUGH McHENRY
SWORN BEFORE ME THIS 2nd DAY OF
JULY, 2026**

A handwritten signature in black ink, appearing to read "Malaka Amur", is written above a horizontal line.

A Commissioner etc.

SUMMARY

Lawyer	Year of Call	Hours Billed	Hourly Rate	Amount Billed
Harvey Chaiton	1982	.40	\$950	\$380.00
Harvey Chaiton	1982	2.20	\$1,100	\$2,420.00
Robert Miller	1984	0.40	\$850	\$340.00
Danish Afroz	2014	12.30	\$675	\$8,302.50
Danish Afroz	2014	34.00	\$775	\$26,350.00
Andrew DiMarco	2021	6.60	\$395	\$2,607.00
Andrew DiMarco	2021	5.30	\$500	\$2,650.00
Lee Starr	2022	4.10	\$475	\$1,947.50
Luca Imbrogno	2024	2.90	\$325	\$942.50
Hugh McHenry	2025	5.80	\$305	\$1,769.00
Hugh McHenry	2025	3.90	\$395	\$1,540.50
Valerie Koch	Articling Student	1.40	\$250	\$350.00
Brandon Vale	Articling Student	5.50	\$250	\$1,375.00
Daniella Charles-Obazei	Summer Student	17.70	\$250	\$4,425.00
Camelia Singh	Law Clerk	0.80	\$295	\$236.00
Total Hours and Amounts Billed		103.30		\$55,635.00
Average Hourly Rate			\$538.58	

Total Disbursements				\$985.91
Total Taxes (HST)				\$7,287.34
TOTAL				\$63,908.25

THE TORONTO-DOMINION BANK
Applicant

-and-

DOSANJH CARE INC.
Respondent

Court File No. CV-25-00740567-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT
TORONTO

AFFIDAVIT OF HUGH McHENRY

CHAITONS LLP

Barristers & Solicitors
5000 Yonge Street, 10th Floor
Toronto, ON M2N 7E9

Harvey Chaiton (LSO#: 21592F)

Tel : (416) 218-1129

Email: harvey@chaitons.com

Danish Afroz (LSO#65786B)

Tel: (416) 218-1137

Email: dafroz@chaitons.com

Lawyers for Albert Gelman Inc. in its capacity as court-
appointed receiver

TAB 3

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

THE HONOURABLE

JUSTICE CAVANAGH

)
)
)

THURSDAY, THE 9TH

DAY OF JULY, 2026

B E T W E E N:

THE TORONTO-DOMINION BANK

Applicant

- and -

DOSANJH CARE INC.

Respondent

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

**APPROVAL AND VESTING ORDER
(532 Main Street)**

THIS MOTION, made by Albert Gelman Inc. in its capacity as the Court-appointed receiver (the “**Receiver**”) of the undertaking, property and assets of Dosanjh Care Inc. (the “**Debtor**”), acquired for, or used in relation to a business carried on by the Debtor, for an order approving the sale transaction (the “**Transaction**”) contemplated by an agreement of purchase and sale between the Receiver and Nwaligbe Restful Health Care Inc. (the “**Purchaser**”) dated April 28, 2026, as amended by an amendment to agreement of purchase and sale dated May 12, 2026 and as further amended by amendment to agreement of purchase and sale dated May 20, 2026 (collectively, the “**Sale Agreement**”) and appended to the First Report of the Receiver dated July 3, 2026 (the “**First Report**”), and vesting in the Purchaser the Debtor’s right, title and interest in and to the Real Property (as defined in the Sale Agreement) (the “**Real Property**”), was heard this day by judicial videoconference via Zoom in Toronto, Ontario.

ON READING the First Report, and on hearing the submissions of counsel for the Receiver, and those other parties that were present as listed on the counsel slip, and no one appearing for any other person on the service list, although properly served as it appears from the affidavit of service, filed:

SERVICE AND DEFINITIONS

1. **THIS COURT ORDERS** that the time for service and filing of the Notice of Motion and Motion Record herein 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 not defined herein shall have the meanings ascribed thereto in the Sale Agreement or the First Report, as applicable.

APPROVAL AND VESTING

3. **THIS COURT ORDERS AND DECLARES** that the Transaction is hereby approved, and the execution of the Sale Agreement by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Real Property (including the lands and premises described in Schedule “A” hereto) to the Purchaser.
4. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Receiver’s certificate to the Purchaser substantially in the form attached as Schedule “B” hereto (the “**Receiver’s Certificate**”), all of the Debtor’s right, title and interest in and to the Real Property described in the Sale Agreement shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the “**Claims**”) including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice Steele dated June 2, 2025; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; (iii) all mortgages, pledges, charges,

liens, debentures, trust deeds, assignments by way of security, security interests, conditional sales contracts or other title retention agreements or similar interests or instruments charging, or creating a security interest in, the Real Property or any part thereof or interest therein, and any agreements, options, easements, rights of way, restrictions, executions or other encumbrances (including notices or other registrations in respect of any of the foregoing) affecting title to the Real Property or any part thereof or interest therein, including but not limited to any of the foregoing which are registered on title to the Real Property following the date referred to in Schedule “C” hereto but prior to the registration in the Land Registry Office for the Land Title Division of Parry Sound (No. 42) of an Application for Vesting Order to which this Order is attached; (iv) any relevant writs of executions that may have been filed with the sheriff as against the Debtor or the Real Property, either before or after the date of this Order (all of which are, collectively with those items set out in Section 4(i), (ii), and (iii) above, referred to as the “**Encumbrances**”, which term shall not include the permitted encumbrances, easements and restrictive covenants listed on Schedule “D”) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Real Property are hereby expunged and discharged as against the Real Property.

5. **THIS COURT ORDERS** that upon the registration in the Land Registry Office for the Land Title Division of Parry Sound (No. 42) of an Application for Vesting Order in the form prescribed by the *Land Titles Act* and/or the *Land Registration Reform Act*, the Land Registrar is hereby directed to: (a) enter the Purchaser as the owner of the Real Property in fee simple; (b) delete and expunge from title to the Real Property all of the Encumbrances listed in Schedule “C” hereto; and (c) register this Order on title to the Real Property.

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

7. **THIS COURT ORDERS** the Receiver to file with the Court a copy of the Receiver’s Certificate forthwith after delivery thereof by the Receiver to the Purchaser.

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

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

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

SEALING

9. **THIS COURT ORDERS** that Confidential Appendix 1, Confidential Appendix 2, and Confidential Appendix 3 to the First Report shall be sealed, kept confidential and not form part of the public record, until Closing (as defined in the Sale Agreement) of the Transaction.

GENERAL

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

Schedule "A" - Real Property

PIN: 52209-0615 (LT)

Legal Description:

PT LTS 7 & 8 BLK E PL 44, PT STATION GROUNDS PL 44, PT
3, 42R19599; MUNICIPALITY OF POWASSAN

PIN: 52209-0643 (LT)

Legal Description:

PART STATION GROUNDS, PART LOT 7, BLOCK E, PLAN 44,
PART 1, PLAN 42R22331; MUNICIPALITY OF POWASSAN

Schedule “B” – Form of Receiver’s Certificate

Court File No. CV-25-00740567-00CL

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

B E T W E E N:

THE TORONTO-DOMINION BANK

Applicant

- and –

DOSANJH CARE INC.

Respondent

APPLICATION UNDER SECTION 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

**RECEIVER’S CERTIFICATE
(Closing of the Transaction for 532 Main Street)**

RECITALS

A. Pursuant to an Order of the Honourable Justice Steele of the Ontario Superior Court of Justice (the “**Court**”) dated June 2, 2025, Albert Gelman Inc. was appointed as the receiver (the “**Receiver**”) of the undertaking, property and assets of Dosanjh Care Inc. (the “**Debtor**”).

B. Pursuant to an Order of the Court dated July 9, 2026 (the “**Approval and Vesting Order**”), the Court approved the agreement of purchase and sale between the Receiver and Nwaligbe Restful Health Care Inc. (the “**Purchaser**”) dated April 28, 2026, as amended by an amendment to agreement of purchase and sale dated May 12, 2026 and as further amended by amendment to agreement of purchase and sale dated May 20, 2026 (collectively, the “**Sale Agreement**”) and provided for the vesting in the Purchaser of the Debtor’s right, title and interest in and to the Real Property (as described in Sale Agreement), which vesting is to be effective with respect to the Real

Property upon the delivery by the Receiver to the Purchaser of a certificate confirming: (i) the payment by the Purchaser of the Purchase Price for the Real Property; (ii) that the conditions to Closing set out in the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

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

THE RECEIVER CERTIFIES the following:

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

ALBERT GELMAN INC., solely in its capacity as Court-Appointed Receiver of Dosanjh Care Inc., and not in its personal or corporate capacity and without personal or corporate liability

Per: _____
Name:
Title:

Schedule “C” – Encumbrances to be Deleted and Expunged from Title to The Real Property

Instruments on Title

Current as of June 1, 2026

1. Instrument No. GB160992 registered on January 13, 2023, being a Charge/Mortgage of Land granted by Dosanjh Care Inc. to The Toronto-Dominion Bank (“**TD Charge**”), registered against title to that portion of the Real Property comprising PIN 52209-0615 (LT).
2. Instrument No. GB160993 registered on January 13, 2023, being a Notic of Assignment of Rents-General relating to the TD Charge registered against title to that portion of the Real Property comprising PIN 52209-0615 (LT).
3. Instrument No. GB182469 registered on June 2, 2025, being an Application to Register Court Order appointing Albert Gelman Inc. as Receiver registered against title to that portion of the Real Property comprising PIN 52209-0615 (LT).

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

(Unaffected by the Vesting Order)

1. Any registered reservations, restrictions, rights of way, easements or covenants that run with the Lands.
2. Any registered agreements with a municipality or a supplier of utility service including, without limitation, electricity, water, sewage, gas, telephone or cable television or other telecommunication service.
3. All Applicable Laws, by-laws and regulations and all outstanding Work Orders, deficiency notices and notices of violation affecting the Lands.
4. Any minor easements for the supply of utility service to the Lands or adjacent properties.
5. Encroachments disclosed by any errors or omissions in existing surveys of the Lands or neighbouring properties and any title defect, encroachment or breach of a zoning or building by-laws or any other Applicable Law, by-laws or regulations which might be disclosed by a more up-to-date survey of the land and survey matters generally.
6. The exceptions and qualifications set forth in the *Land Titles Act* (Ontario).
7. The reservations contained in the original grant from the Crown.
8. Liens for taxes if such taxes are not due and payable.

PIN 52209-0615 (LT):

9. Instrument No. 42R7379, registered on January 20, 1982, being a Reference Plan.
10. Instrument No. 42R7546, registered on July 5, 1982, being a Reference Plan.
11. Instrument No. 42R19599, registered on February 29, 2012, being a Reference Plan.
12. Instrument No. GB160991, registered on January 13, 2023, being a Transfer/Deed of Land.

PIN 52209-0643 (LT):

13. Instrument No. 42R22331, registered on October 20, 2023, being a Reference Plan.
14. Instrument No. GB179739, registered on February 3, 2025, being a Transfer/Deed of Land.

THE TORONTO-DOMINION BANK

- and -

DOSANJH CARE INC.

Applicant

Respondent

Court File No. CV-25-00740567-00CL

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

PROCEEDING COMMENCED AT TORONTO

**APPROVAL AND VESTING ORDER
(532 Main Street)**

CHAITONS LLP

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

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Email: dafroz@chaitons.com

Lawyers for the Court-appointed Receiver

TAB 4

Revised: January 21, 2014

Court File No. ~~—~~CV-25-00740567-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE) ~~WEEKDAY~~THURSDAY, THE #9TH
)
JUSTICE ~~—~~CAVANAGH) DAY OF ~~MONTH~~JULY, ~~20YR~~2026

B E T W E E N:

PLAINTIFF

Plaintiff

THE TORONTO-DOMINION BANK

Applicant

- and ~~—~~

DEFENDANT

Defendant

DOSANJH CARE INC.

Respondent

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

APPROVAL AND VESTING ORDER
(532 Main Street)

THIS MOTION, made by ~~[RECEIVER'S NAME]~~Albert Gelman Inc. in its capacity as the Court-appointed receiver (the "Receiver") of the undertaking, property and assets of ~~[DEBTOR]~~Dosanjh Care Inc. (the "Debtor"), acquired for, or used in relation to a business carried on by the Debtor, for an order approving the sale transaction (the "Transaction")

contemplated by an agreement of purchase and sale (~~the "Sale Agreement"~~) between the Receiver and ~~[NAME OF PURCHASER]~~ Nwaligbe Restful Health Care Inc. (the "Purchaser") dated ~~[DATE]~~ April 28, 2026, as amended by an amendment to agreement of purchase and sale dated May 12, 2026 and as further amended by amendment to agreement of purchase and sale dated May 20, 2026 (collectively, the "Sale Agreement") and appended to the First Report of the Receiver dated ~~[DATE]~~ July 3, 2026 (the "First Report"), and vesting in the Purchaser the Debtor's right, title and interest in and to the ~~assets described~~ Real Property (as defined in the Sale Agreement) (the ~~"Purchased Assets"~~ "Real Property"), was heard this day ~~at 330 University Avenue,~~ by judicial videoconference via Zoom in Toronto, Ontario.

ON READING the First Report, and on hearing the submissions of counsel for the Receiver, ~~[NAMES OF OTHER PARTIES APPEARING]~~ and those other parties that were present as listed on the counsel slip, and no one appearing for any other person on the service list, although properly served as it appears from the affidavit of ~~[NAME]~~ sworn [DATE] service, filed¹:

SERVICE AND DEFINITIONS

1. THIS COURT ORDERS that the time for service and filing of the Notice of Motion and Motion Record herein 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 not defined herein shall have the meanings ascribed thereto in the Sale Agreement or the First Report, as applicable.

APPROVAL AND VESTING

3. ~~1.~~ THIS COURT ORDERS AND DECLARES that the Transaction is hereby approved,² and the execution of the Sale Agreement by the Receiver³ is hereby authorized and

¹ ~~This model order assumes that the time for service does not need to be abridged. The motion seeking a vesting order should be served on all persons having an economic interest in the Purchased Assets, unless circumstances warrant a different approach. Counsel should consider attaching the affidavit of service to this Order.~~

² ~~In some cases, notably where this Order may be relied upon for proceedings in the United States, a finding that the Transaction is commercially reasonable and in the best interests of the Debtor and its stakeholders may be necessary. Evidence should be filed to support such a finding, which finding may then be included in the Court's endorsement.~~

³ ~~In some cases, the Debtor will be the vendor under the Sale Agreement, or otherwise actively involved in the Transaction. In those cases, care should be taken to ensure that this Order authorizes either or both of the Debtor~~

approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the ~~Purchased Assets~~ Real Property (including the lands and premises described in Schedule "A" hereto) to the Purchaser.

4. ~~2-~~ **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Receiver's certificate to the Purchaser substantially in the form attached as Schedule ~~A~~ "B" hereto (the "Receiver's Certificate"), all of the Debtor's right, title and interest in and to the ~~Purchased Assets~~ Real Property described in the Sale Agreement ~~[and listed on Schedule B hereto]~~⁴ shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "Claims"⁵) including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice ~~[NAME]~~ Steele dated ~~[DATE]~~ June 2, 2025; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; ~~and~~ (iii) ~~those Claims listed on all mortgages, pledges, charges, liens, debentures, trust deeds, assignments by way of security, security interests, conditional sales contracts or other title retention agreements or similar interests or instruments charging, or creating a security interest in, the Real Property or any part thereof or interest therein, and any agreements, options, easements, rights of way, restrictions,~~

~~Transaction. In those cases, care should be taken to ensure that this Order authorizes either or both of the Debtor and the Receiver to execute and deliver documents, and take other steps.~~

~~⁴ To allow this Order to be free standing (and not require reference to the Court record and/or the Sale Agreement), it may be preferable that the Purchased Assets be specifically described in a Schedule.~~

~~⁵ The "Claims" being vested out may, in some cases, include ownership claims, where ownership is disputed and the dispute is brought to the attention of the Court. Such ownership claims would, in that case, still continue as against the net proceeds from the sale of the claimed asset. Similarly, other rights, titles or interests could also be vested out, if the Court is advised what rights are being affected, and the appropriate persons are served. It is the Subcommittee's view that a non-specific vesting out of "rights, titles and interests" is vague and therefore undesirable.~~

executions or other encumbrances (including notices or other registrations in respect of any of the foregoing) affecting title to the Real Property or any part thereof or interest therein, including but not limited to any of the foregoing which are registered on title to the Real Property following the date referred to in Schedule “C” hereto but prior to the registration in the Land Registry Office for the Land Title Division of Parry Sound (No. 42) of an Application for Vesting Order to which this Order is attached; (iv) any relevant writs of executions that may have been filed with the sheriff as against the Debtor or the Real Property, either before or after the date of this Order (all of which are, collectively with those items set out in Section 4(i), (ii), and (iii) above, referred to as the **“Encumbrances”**, which term shall not include the permitted encumbrances, easements and restrictive covenants listed on Schedule “D”) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the ~~Purchased Assets~~Real Property are hereby expunged and discharged as against the ~~Purchased Assets~~Real Property.

5. ~~3.~~ THIS COURT ORDERS that upon the registration in the Land Registry Office for the ~~[Registry]~~Land Title Division of ~~{LOCATION} of a Transfer/Deed of Land in the form prescribed by the Land Registration Reform Act duly executed by the Receiver}~~Division of {LOCATION} Parry Sound (No. 42) of an Application for Vesting Order in the form prescribed by the *Land Titles Act* and/or the *Land Registration Reform Act*⁶, the Land Registrar is hereby directed to: (a) enter the Purchaser as the owner of the ~~subject real property identified in Schedule B hereto (the “Real Property”)~~ in fee simple, ~~and is hereby directed to;~~ (b) delete and expunge from title to the Real Property all of the ~~Claims~~Encumbrances listed in Schedule “C” hereto; and (c) register this Order on title to the Real Property.

6. ~~4.~~ THIS COURT ORDERS that for the purposes of determining the nature and priority of Claims, the net proceeds⁷ from the sale of the ~~Purchased Assets~~Real Property shall stand in the place and stead of the ~~Purchased Assets~~Real Property, and that from and after the delivery of the Receiver’s Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the ~~Purchased Assets~~Real Property with the same priority as they had with respect to the

⁶ ~~Elect the language appropriate to the land registry system (Registry vs. Land Titles).~~

⁷ ~~The Report should identify the disposition costs and any other costs which should be paid from the gross sale proceeds, to arrive at “net proceeds”.~~

~~Purchased Assets~~Real Property immediately prior to the sale⁸, as if the ~~Purchased Assets~~Real Property had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

7. ~~5. THIS COURT ORDERS AND DIRECTS~~ the Receiver to file with the Court a copy of the Receiver's Certificate, forthwith after delivery thereof.

~~6. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the Canada Personal Information Protection and Electronic Documents Act, the Receiver is authorized and permitted to disclose and transfer by the Receiver to the Purchaser all human resources and payroll information in the Company's records pertaining to the Debtor's past and current employees, including personal information of those employees listed on Schedule "●" to the Sale Agreement. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Debtor.~~

8. ~~7. THIS COURT ORDERS~~ that, notwithstanding:

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

the vesting of the ~~Purchased Assets~~Real Property in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and shall not be void or voidable by creditors of the Debtor, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other

⁸ ~~This provision crystallizes the date as of which the Claims will be determined. If a sale occurs early in the insolvency process, or potentially secured claimants may not have had the time or the ability to register or perfect proper claims prior to the sale, this provision may not be appropriate, and should be amended to remove this crystallization concept.~~

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

SEALING

9. ~~8.—THIS COURT ORDERS AND DECLARES~~ that Confidential Appendix 1, Confidential Appendix 2, and Confidential Appendix 3 to the First Report shall be sealed, kept confidential and not form part of the public record, until Closing (as defined in the Sale Agreement) of the Transaction ~~is exempt from the application of the *Bulk Sales Act* (Ontario).~~

GENERAL

10. ~~9.—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.

~~Revised: January 21, 2014~~

Schedule "A—" - Real Property

PIN: 52209-0615 (LT)

Legal Description: PT LTS 7 & 8 BLK E PL 44, PT STATION GROUNDS PL 44,
PT 3, 42R19599; MUNICIPALITY OF POWASSAN

PIN: 52209-0643 (LT)

Legal Description: PART STATION GROUNDS, PART LOT 7, BLOCK E, PLAN
44, PART 1, PLAN 42R22331; MUNICIPALITY OF
POWASSAN

Schedule “B” – Form of Receiver’s Certificate

Court File No. CV-25-00740567-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

B E T W E E N:

PLAINTIFF

Plaintiff

THE TORONTO-DOMINION BANK

Applicant

- and -

DEFENDANT

Defendant

DOSANJH CARE INC.

Respondent

APPLICATION UNDER SECTION 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

RECEIVER’S CERTIFICATE
(Closing of the Transaction for 532 Main Street)

RECITALS

A. Pursuant to an Order of the Honourable ~~[NAME OF JUDGE]~~ Justice Steele of the Ontario Superior Court of Justice (the “Court”) dated ~~[DATE OF ORDER]~~, ~~[NAME OF RECEIVER]~~ June 2, 2025, Albert Gelman Inc. was appointed as the receiver (the “Receiver”) of the undertaking, property and assets of ~~[DEBTOR]~~ Dosanjh Care Inc. (the “Debtor”).

B. Pursuant to an Order of the Court dated ~~[DATE]~~ July 9, 2026 (the “Approval and Vesting Order”), the Court approved the agreement of purchase and sale ~~made as of [DATE OF AGREEMENT]~~ (the “~~Sale Agreement~~”) between the Receiver ~~[Debtor]~~ and ~~[NAME OF PURCHASER]~~ Nwaligbe Restful Health Care Inc. (the “Purchaser”) dated April 28, 2026, as amended by an amendment to agreement of purchase and sale dated May 12, 2026 and as further amended by amendment to agreement of purchase and sale dated May 20, 2026 (collectively, the “Sale Agreement”) and provided for the vesting in the Purchaser of the Debtor’s right, title and interest in and to the ~~Purchased Assets~~ Real Property (as described in Sale Agreement), which vesting is to be effective with respect to the ~~Purchased Assets~~ Real Property upon the delivery by the Receiver to the Purchaser of a certificate confirming: (i) the payment by the Purchaser of the Purchase Price for the ~~Purchased Assets~~ Real Property; (ii) that the conditions to Closing ~~as set out in section • of~~ the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

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

THE RECEIVER CERTIFIES the following:

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

~~[NAME OF RECEIVER]~~ ALBERT GELMAN INC., solely in its capacity as Court-Appointed Receiver of ~~the undertaking, property and assets of [DEBTOR]~~ Dosanjh Care Inc., and not in its personal or corporate capacity and without personal or corporate liability.

Per: _____

Name:

Title:

~~Revised: January 21, 2014~~

Schedule ~~B~~ — ~~Purchased Assets~~

Revised: January 21, 2014

~~Schedule C—Claims to be deleted and expunged from title to Real Property~~

“C” – Encumbrances to be Deleted and Expunged from Title to The Real Property

Instruments on Title

Current as of June 1, 2026

- 1. Instrument No. GB160992 registered on January 13, 2023, being a Charge/Mortgage of Land granted by Dosanjh Care Inc. to The Toronto-Dominion Bank (“TD Charge”), registered against title to that portion of the Real Property comprising PIN 52209-0615 (LT).**
- 2. Instrument No. GB160993 registered on January 13, 2023, being a Notice of Assignment of Rents-General relating to the TD Charge registered against title to that portion of the Real Property comprising PIN 52209-0615 (LT).**
- 3. Instrument No. GB182469 registered on June 2, 2025, being an Application to Register Court Order appointing Albert Gelman Inc. as Receiver registered against title to that portion of the Real Property comprising PIN 52209-0615 (LT).**

**Schedule “D—” – Permitted Encumbrances, Easements and Restrictive Covenants
related to the Real Property**

(~~unaffected~~Unaffected by the Vesting Order)

1. Any registered reservations, restrictions, rights of way, easements or covenants that run with the Lands.
2. Any registered agreements with a municipality or a supplier of utility service including, without limitation, electricity, water, sewage, gas, telephone or cable television or other telecommunication service.
3. All Applicable Laws, by-laws and regulations and all outstanding Work Orders, deficiency notices and notices of violation affecting the Lands.
4. Any minor easements for the supply of utility service to the Lands or adjacent properties.
5. Encroachments disclosed by any errors or omissions in existing surveys of the Lands or neighbouring properties and any title defect, encroachment or breach of a zoning or building by-laws or any other Applicable Law, by-laws or regulations which might be disclosed by a more up-to-date survey of the land and survey matters generally.
6. The exceptions and qualifications set forth in the *Land Titles Act* (Ontario).
7. The reservations contained in the original grant from the Crown.
8. Liens for taxes if such taxes are not due and payable.

PIN 52209-0615 (LT):

9. Instrument No. 42R7379, registered on January 20, 1982, being a Reference Plan.
10. Instrument No. 42R7546, registered on July 5, 1982, being a Reference Plan.
11. Instrument No. 42R19599, registered on February 29, 2012, being a Reference Plan.
12. Instrument No. GB160991, registered on January 13, 2023, being a Transfer/Deed of Land.

PIN 52209-0643 (LT):

13. Instrument No. 42R22331, registered on October 20, 2023, being a Reference Plan.
14. Instrument No. GB179739, registered on February 3, 2025, being a Transfer/Deed of Land.

THE TORONTO-DOMINION BANK

- and -

DOSANJH CARE INC.

Applicant

Respondent

Court File No. CV-25-00740567-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT TORONTO

APPROVAL AND VESTING ORDER
(532 Main Street)

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Total changes	350

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

THE HONOURABLE
JUSTICE CAVANAGH

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THURSDAY, THE 9TH
DAY OF JULY, 2026

B E T W E E N:

THE TORONTO-DOMINION BANK

Applicant

- and -

DOSANJH CARE INC.

Respondent

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

**ORDER
(Distribution, Discharge and Ancillary Relief)**

THIS MOTION, made by Albert Gelman Inc. (“**AGI**”), in its capacity as the Court-appointed receiver (in such capacity, the “**Receiver**”) without security, of all of the assets, undertakings and properties of Dosanjh Care Inc. (the “**Debtor**”) acquired for, or used in relation to a business carried on by the Debtor, for an order, *inter alia*: (i) approving the First Report of the Receiver dated July 3, 2026 (the “**First Report**”), and the actions, activities and conduct of the Receiver as set out therein; (ii) approving the Receiver’s Final Statement of Receipts and Disbursements; (iii) approving the fees and disbursements of the Receiver and its counsel,

Chaitons LLP (“**Chaitons**”); (iv) approving the proposed distributions described in the First Report; and (v) approving the discharge of the Receiver, was heard this day via videoconference.

ON READING the Motion Record of the Receiver, including the First Report and the appendices thereto, the Affidavit of Hugh McHenry sworn July 2, 2026 and the Affidavit of Tom McElroy sworn July 3, 2026 (collectively, the “**Fee Affidavits**”), and on hearing the submissions of counsel for the Receiver, no one appearing for any other person on the service list, although properly served as appears from the affidavit of service, filed:

SERVICE AND DEFINITIONS

1. **THIS COURT ORDERS** that the time for service and filing of the Notice of Motion and 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 any capitalized terms used but not defined in this Order shall have the meanings attributed to those terms in the First Report.

APPROVAL OF FIRST REPORT, ACTIVITIES AND FEES

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

4. **THIS COURT ORDERS** that the fees and disbursements of the Receiver and Chaitons, as described in the First Report and the Fee Affidavits appended thereto, be and are hereby approved.

APPROVAL OF STATEMENT OF RECEIPTS AND DISBURSEMENTS

5. **THIS COURT ORDERS** that the Receiver's Final Statement of Receipts and Disbursements as at July 2, 2026, appended to the First Report, be and is hereby approved.

DISTRIBUTIONS

6. **THIS COURT ORDERS** that, subject to the payment of the fees and disbursements of the Receiver and Chaitons herein approved, the Receiver be and is hereby authorized and directed to make the Final Distributions described in the First Report.

7. **THIS COURT ORDERS** that the Receiver or any other person facilitating payments and distributions pursuant to this Order shall be entitled to deduct and withhold from any such payment or distribution such amounts as may be required to be deducted or withheld under any applicable law and to remit such amounts to the appropriate governmental authority or other person entitled thereto as may be required by such law. To the extent that amounts are so withheld or deducted and remitted to the appropriate governmental authority or other person entitled thereto, such withheld or deducted amounts shall be treated for all purposes as having been paid pursuant to this Order.

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

(a) the pendency of these proceedings;

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

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

9. **THIS COURT ORDERS** that neither the Receiver nor Chaitons shall be required to pass their accounts in respect of any further fees and disbursements incurred in connection with the completion by the Receiver of its remaining duties and administration of the receivership proceedings.

DISCHARGE OF THE RECEIVER

10. **THIS COURT ORDERS** that upon the Receiver's completion of its remaining duties and administration of these receivership proceedings, as described in the First Report, and upon the filing by the Receiver of a certificate substantially in the form attached as Schedule "A" hereto (the "**Discharge Certificate**"), AGI shall be discharged as Receiver, provided however that, notwithstanding its discharge herein: (a) the Receiver shall remain Receiver in respect of the performance of such incidental duties as may be required to complete the administration of the

receivership proceedings; and (b) the Receiver shall continue to have the benefit of the provisions of all Orders made in these proceedings, including, without limitation, all approvals, protections and stay of proceedings in favour of AGI, in its capacity as Receiver.

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

GENERAL

12. **THIS COURT ORDERS** that the Receiver, its counsel and other agents are hereby authorized to take all necessary steps and actions to effect each of the payments and distributions in accordance with the provisions of this Order from time to time and shall not incur any liability as a result of making any such payments or distributions.

13. **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 respective 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 respective agents in carrying out the terms of this Order.

**Schedule “A”
FORM OF RECEIVER’S DISCHARGE CERTIFICATE**

Court File No.: CV-25-00740567-00CL

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

B E T W E E N:

THE TORONTO-DOMINION BANK

Applicant

- and -

DOSANJH CARE INC.

Respondent

RECEIVER’S DISCHARGE CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable Madam Justice Steele of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated June 2, 2025 (the “**Appointment Order**”), Albert Gelman Inc. was appointed as receiver (in such capacity, the “**Receiver**”), without security, of all of the assets, undertakings and properties of Dosanjh Care Inc. (the “**Debtor**”).

B. Pursuant to an Order of the Court dated July 9, 2026, the Court ordered the discharge of the Receiver to become effective upon the filing with the Court by the Receiver of a certificate confirming that all matters to be attended to in connection with the receivership proceedings, as

described in the First Report of the Receiver dated July 3, 2026, have been completed to the satisfaction of the Receiver.

THE RECEIVER CERTIFIES the following:

1. to its knowledge, all matters to be attended to in connection with the receivership proceedings described in the First Report, as determined by the Receiver, have been completed to the satisfaction of the Receiver; and

2. this Receiver's Certificate was delivered by the Receiver at _____ [TIME] on _____ [DATE].

ALBERT GELMAN INC., solely in its capacity as Court-appointed Receiver, and not in its personal capacity

Per: _____
 Name:
 Title:

THE TORONTO-DOMINION BANK

-and-

DOSANJH CARE INC.

Applicant

Respondent

Court File No. CV-25-00740567-00CL

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

PROCEEDING COMMENCED AT TORONTO

**ORDER
(Distribution, Discharge and Ancillary Relief)**

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Lawyers for Albert Gelman Inc., in its capacity as Court-Appointed Receiver

THE TORONTO-DOMINION BANK
Applicant

-and-

DOSANJH CARE INC.
Respondent

Court File No. CV-25-00740567-00CL

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

PROCEEDING COMMENCED AT
TORONTO

**MOTION RECORD
(Returnable July 9, 2026)**

CHAITONS LLP

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Appointed Receiver