

CLERK OF THE COURT  
FILED  
OCT 31 2019  
JUDICIAL CENTRE  
OF CALGARY

COURT FILE NUMBER 1901-10871  
COURT COURT OF QUEEN'S BENCH OF ALBERTA  
JUDICIAL CENTRE CALGARY  
IN THE MATTER OF THE INTERIM RECEIVERSHIP OF UWAMS SUPPORTIVE LIVING LTD.  
PLAINTIFF THE BANK OF MONTREAL  
DEFENDANTS UWAMS SUPPORTIVE LIVING LTD., MAXWELL UWAGA AND CAROL UWAGA  
DOCUMENT **FIRST REPORT OF DELOITTE RESTRUCTURING INC., IN ITS CAPACITY AS COURT APPOINTED INTERIM RECEIVER OF UWAMS SUPPORTIVE LIVING LTD.**

**DATED OCTOBER 30, 2019**

**PREPARED BY DELOITTE RESTRUCTURING INC.**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

Interim Receiver  
DELOITTE RESTRUCTURING INC.  
Suite 700, 850 - 2nd Street SW  
Calgary, AB T2P 0R8

Attention: Ryan Adlington  
Tel: 403-261-8135  
Email: radlington@deloitte.ca

Legal Counsel  
DENTONS CANADA LLP  
Suite 1500, 850 - 2nd Street SW  
Calgary, AB T2P 0R8

Attention: Derek Pontin / John Regush  
Tel: 403-268-6301/ 403-268-7086  
Email: derek.pontin@dentons.com / john.regush@dentons.com

## Table of contents

Introduction	1
Purpose	2
Terms of reference	3
Background	4
Interim Receiver's activities	7
Cash flow forecast and liquidity	8
Interim Receiver's recommendations	9

### **APPENDICES**

Appendix "A" – Interim Receivership Order	
Appendix "B" – Financial Statements as at December 31, 2018	
Appendix "C" – 54 Evergreen Terrace SW Land Title	
Appendix "D" – 247 Allan Crescent SW Land Title	
Appendix "E" – 48 Millside Road SE Land Title	
Appendix "F" – 9504 2 Street SE Land Title	
Appendix "G" – Alberta Personal Property Registry Search	
Appendix "H" – Alberta Health Services Visit Report	
Appendix "I" – Initial Cash Flow Forecast	

## Introduction

1. On October 11, 2019 (the "**Date of Appointment**"), Deloitte Restructuring Inc. was appointed as Interim Receiver (the "**Interim Receiver**"), without security, of all the assets, undertakings, and properties of every nature and kind, including all proceeds (the "**Property**") of UWAMS Supportive Living Inc. ("**UWAMS**", the "**Company**" or the "**Debtor**") pursuant to the Order of the Court of Queen's Bench of Alberta (the "**Court**") dated October 11, 2019 (the "**Interim Receivership Order**"), a copy of which is attached hereto as Appendix "**A**".
2. The Interim Receivership Order empowered, but did not obligate the Interim Receiver to, among other things, where the Interim Receiver considered it necessary or desirable:
  - a) to monitor the Debtor's receipts and disbursements, including, without limitation, the right to access all information relating to the Debtor's accounts or finance activities at any financial institution;
  - b) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Interim Receiver's powers and duties, including without limitation those conferred by this Order;
  - c) to report to, meet with and discuss with such affected Persons (as defined in the Interim Receivership Order) as the Interim Receiver deems appropriate all matters relating to the Property and the interim receivership, and to share information, subject to such terms as to confidentiality as the Interim Receiver deems advisable;
  - d) to register a copy of this Order and any other orders in respect of the Property against title to any of the Property, including without limitation the lands described in Schedule "A" of the Interim Receivership Order; and
  - e) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.
3. The Interim Receivership Order provided for an initial stay of proceedings to and including November 10, 2019, or until further Order of the Court.
4. The Interim Receivership Order, together with related Court documents have been posted on the Interim Receiver's website (the "**Interim Receiver's Website**") at [www.insolvencies.deloitte.ca/en-ca/Uwams](http://www.insolvencies.deloitte.ca/en-ca/Uwams). This first report of the Interim Receiver (the "**First Report**") will also be posted on the Interim Receiver's Website after it has been filed with the Court.

## Purpose

5. The purpose of this First Report is to:
  - a) Provide the Court with additional information in respect of the Property;
  - b) Provide an update on the administration of the interim receivership since the Date of Appointment;  
and
  - c) Respectfully recommend that this Honourable Court make orders:
    - i. Approving the actions taken by the Interim Receiver as outlined in this First Report;
    - ii. Approving an extension of the Interim Receivership Order to December 10, 2019.

## Terms of reference

6. In preparing this First Report, the Interim Receiver has relied upon unaudited financial information, other information available to the Interim Receiver and, where available and appropriate, UWAMS' books and records and discussions with various parties.
7. The financial information of the Company has not been audited, reviewed or otherwise verified by the Interim Receiver as to its accuracy or completeness, nor has it necessarily been prepared in accordance with generally accepted accounting principles and the reader is cautioned that this First Report may not disclose all significant matters about the Company or its financial position. Additionally, none of the Interim Receiver's procedures were intended to disclose defalcations or other irregularities. If the Interim Receiver were to perform additional procedures or to undertake an audit examination of the financial statements in accordance with generally accepted auditing standards, additional matters may have come to the Interim Receiver's attention. Accordingly, the Interim Receiver does not express an opinion nor does it provide any other form of assurance on the financial or other information presented herein. The Interim Receiver may refine or alter its observations as further information is obtained or brought to its attention after the date of this First Report.
8. The financial projections attached to this First Report were prepared by UWAMS. Although the Interim Receiver has reviewed the assumptions underlying the projections for reasonableness, financial projections, by their nature, are dependent upon future events, which are not susceptible to verification. Actual results will vary from the information presented and the variations may be material. The Interim Receiver has not prepared a compilation as contemplated by Section 4250 of the Chartered Professional Accountants of Canada Handbook.
9. The Interim Receiver has prepared this First Report in connection with the Interim Receivership Order. The Interim Receiver assumes no responsibility or liability for any loss or damage occasioned by any party as a result of the circulation, publication, reproduction or use of this First Report. Any use which any party makes of this First Report, or any reliance or decision to be made based on this First Report, is the sole responsibility of such party.
10. All dollar amounts in this Report are in Canadian dollars, unless otherwise indicated.

## Background

11. UWAMS is a private entity that was incorporated in the Province of Alberta in April 2009. The Company operates a supportive living care facility for seniors and adults who need assistance with their daily activities and is licensed with Alberta Health Services ("**AHS**").
12. UWAMS is located in the owned premises at 9504 2 Street SE, Calgary, Alberta (the "**Premises**"). The Premises is newly renovated with 12 bedrooms and six washrooms for residents and 24 hour health care staff. UWAMS is able to accept up to 10 residents. At the date of this First Report there are four (4) residents at UWAMS.

### Assets and liabilities

13. The Company's unaudited financial statements as at December 31, 2018, attached as Appendix "**B**", indicated the following:
  - a) Book value of assets of \$2.9 million;
  - b) Book value of liabilities of \$1.6 million; and
  - c) Net income of approximately \$11,500 for fiscal year ended December 31, 2018.
14. Assets listed in the financial statements consist mainly of four (4) residential properties in Calgary, Alberta; however only one of the four properties is in the name of UWAMS. It is unclear to the Interim Receiver why three (3) properties owned by Maxwell and Carol Uwaga (the "**Uwagas**") are included in UWAMS financial statements:
  - a) 54 Evergreen Terrace SW – The registered owners are the Uwagas and there are two Canadian Imperial Bank of Commerce ("**CIBC**") mortgages registered on title totalling approximately \$1 million. A copy of the Land Title dated October 27, 2019 is attached as Appendix "**C**";
  - b) 247 Allan Crescent SW – Registered owners are the Uwagas and Home Trust Company and Calvert Home Mortgage Investment Corporation ("**Calvert Mortgage**") have registered mortgages on title for approximately \$304,000 and \$487,000, respectively. Home Trust Company and Calvert Mortgage also have registered caveats with respect to assignment of rents and leases. A copy of the Land Title dated October 27, 2019 is attached as Appendix "**D**";
  - c) 48 Millside Road SE – Registered owners are the Uwagas and CIBC and Calvert Mortgage have registered mortgages on title for approximately \$143,000 and \$487,000, respectively. Calvert Mortgage has registered a caveat with respect to assignment of rents and leases. Jeffery V. Kahane Professional Corporation has registered a caveat with respect to an agreement charging land for outstanding legal fees. A copy of the Land Title dated October 27, 2019 is attached as Appendix "**E**"; and
  - d) 9504 2 Street SE – UWAMS is the registered owner of the Premises and BMO holds the registered mortgage on title for \$1.2 million. The City of Calgary has registered a tax notification on title for outstanding property taxes, as discussed later in this First Report. A copy of the Land Title dated October 27, 2019 is attached as Appendix "**F**".
15. UWAMS' financial statements appear to only include the liabilities with respect to the Premises. The mortgages on 54 Evergreen Terrace SW, 247 Allan Crescent SW, and 48 Millside Road SE do not appear

to be listed as liabilities, notwithstanding these properties are included by UWAMS in its financial statements.

16. Based on the Personal Property Registry search, attached as Appendix "G", a summary of the major stakeholder groups of the Company is as follows:
  - e) BMO has secured debt of approximately \$1.1 million owing to it by the Company (as detailed in the Affidavit of Trevor Bauer sworn August 12, 2019 (the "**August 12, 2019 Affidavit**")), comprising approximately \$957,000 in outstanding principal and \$59,000 in accrued interest;
  - f) Calvert Home Mortgage has secured debt owing to it by the Company for approximately \$300,000; and
  - g) RCAP Leasing has registered security over specific surveillance equipment.
17. The Interim Receiver has not requested or reviewed the security or claim of any creditor of UWAMS at this time.
18. UWAMS has advised the Interim Receiver that there are property tax arrears of approximately \$8,000 owing to the City of Calgary. As at the date of this First Report, the property tax arrears remain outstanding and UWAMS anticipates paying the property tax arrears on or before December 31, 2019. On October 28, 2019, the City of Calgary (the "**City**") contacted the Interim Receiver to confirm the property tax arrears and advised that the City would take action to include the Premises in a tax sale if payment was not provided in a timely manner. The Receiver advised the City that UWAMS anticipates paying the arrears before the new year.

### Ongoing operations

19. Since the Date of Appointment, the Company has continued to operate UWAMS in the ordinary course.
20. Based on UWAMS' payroll ledger for the period ended October 25, 2019, the Company continues to employ one full-time live-in staff.
21. On October 27, 2019, UWAMS provided the Interim Receiver with the following summary of its transition protocols via email:
  - a) **Transitioning Into a Facility:** An operator of a private (non-AHS Contracted) care facility must do their own advertising and recruitment of potential suitable tenants. Clients may come from hospitals, other group homes, or residing with friends and family. A Social Worker, outreach nurse and hospital transition services team can make referrals to place clients in a supportive living accommodation. Medical history and diagnoses is required before a move-in to help determine client suitability to a program. A signed Admission Agreement is completed prior to the operator accepting a new tenant where costs, services and rules of the home are discussed.
  - b) **Transitioning out of a Facility:** If a resident is no longer suitable for a program the operator has to give the resident 30 days written notice to find a new accommodation. If there is an adverse change to a contract or the operator requires tenants to vacate a residence the operator must provide 90 days written notice for residents to find new accommodations to meet their care needs. Residents/Resident's Guardian may be required to contact Home Care – Community Care Access Referral Intake for help with finding subsidized living accommodations through an AHS Case Manager.

22. The Interim Receiver is confirming the source of information provided and the accuracy of the transition protocol with AHS, as resident care is paramount. Clarity around the transition protocol is important, particularly in the event a formal insolvency appointment occurs. If residents need to be relocated, the Interim Receiver would expect to work with UWAMS to devise a plan of action to maintain resident care and appropriately relocate the residents. The difficulty in effecting efficient relocation of residents would expectedly rise with the number of residents.
23. At this time, the Interim Receiver requires additional information with respect to transitioning residents under extraordinary circumstances, such as a formal insolvency filing, from the appropriate regulatory bodies such as AHS.
24. Three (3) new Admission Agreements have been provided to the Interim Receiver and the new residents are expected to move in effective November 1. This will bring the total number of residents to seven (7).
25. The Interim Receiver has advised UWAMS that it needs to take additional steps to secure alternative financing or other means, such as selling assets, to repay its creditors in full and avoid any disruption to the residents and their care. Accordingly, the Company advised the Interim Receiver that its intention is to consent to an extension of the Interim Receivership Order as UWAMS continues with operations and works to secure alternative financing.
26. Since the granting of the Interim Receivership Order, the Company has cooperated with the Interim Receiver to provide all information being requested; however the flow of information has been slower than expected and from time-to-time the accounting information does not appear to be readily available.
27. As at the date of this First Report, the Interim Receiver has not borrowed any funds as provided for by the Interim Receivership Order. Accordingly, the full amount of \$100,000 remains to be drawn upon if required to preserve the Property of the Company.

#### **AHS License**

28. AHS completed its on-site inspection on October 11, 2019. No deficiencies were noted and UWAMS is compliant with the Supportive Living Accommodation Standards and Resident and Family Councils Act Requirements. A copy of AHS's visit report is attached as Appendix "H".
29. As at the date of this First Report, UWAMS has not received the renewed license from AHS. A copy is to be provided to the Interim Receiver upon receipt.

#### **Insurance**

30. UWAMS provided the Interim Receiver with a copy of its certificate of insurance in respect of its commercial property and liability insurance coverage. The policy expires on September 14, 2020, and the Company advised that the requisite premiums have been paid and that the policy is current.



## Interim Receiver's activities

31. On October 15, 2019, the Interim Receiver contacted Max Uwaga ("**Mr. Uwaga**"), President of UWAMS, to advise of the appointment of the Interim Receiver, arrange to attend the Premises, and request some initial information with respect to UWAMS operations. Mr. Uwaga requested a meeting at the Interim Receiver's office on October 21, 2019 as an alternative. The Interim Receiver was advised prior to the Date of Appointment that UWAMS was in the process of having its license renewed with AHS and agreed to allow UWAMS time to facilitate the required AHS site inspections and complete the renewal process before meeting.
32. On October 21, 2019, Mr. Uwaga provided the requested information and met with the Interim Receiver to discuss next steps and its reporting obligations during the interim receivership period.
33. On October 25, 2019, the Interim Receiver attended the Premises and met two of the four residents.
34. To date, the Interim Receiver's initial review of the financial position of the Company comprised the following:
  - a) Assessing controls in place and/or required with respect to the Company's operations and assets;
  - b) Initial review of the Company's books and records;
  - c) Assessing the Company's current cash position and ongoing cash needs; and
  - d) Understanding and summarizing priority and other vendor payments.
35. The Interim Receiver has established ongoing reporting requirements with UWAMS whereby a cash flow is to be provided to the Interim Receiver every Monday morning for the duration of the interim receivership period along with updates with respect to the transition of residents in to and out of UWAMS, and updates regarding the progress of securing alternative financing.
36. UWAMS appears to be adequately secured and has passed the AHS inspection. Accordingly, no additional security measures have been implemented by the Interim Receiver.

## Cash flow forecast and liquidity

37. Subsequent to the Date of Appointment, the Interim Receiver requested that UWAMS prepare a cash flow forecast for the three (3) month period commencing November 1, 2019 to January 30, 2020 (the "**Initial Cash Flow Forecast**"). A copy of the Initial Cash Flow Forecast is attached hereto as Appendix "I".
38. The Company's actual cash receipts and disbursements for the period October 1, 2019 to October 25, 2019 are included in the Initial Cash Flow Forecast.
39. The Interim Receiver has conducted a review of the Company's actual cash flow for the period October 1, 2019 to October 25, 2019 and the Initial Cash Flow Forecast. The Interim Receiver's comments are as follows:
- a) Revenues are based on two factors:
    - (i) A base rent ranging from \$1,000 to \$1,250 per month which the resident is responsible for; and
    - (ii) A subsidy provided by AHS which is calculated by way of a homecare assessment.
- UWAMS has advised that the monthly average rent per resident is \$2,458. The Interim Receiver has concerns there is no certainty of the subsidy portion of rents as it is based on an assessment of each resident and the current rental rates are not sufficient to pay down UWAMS creditors in a timely manner.
- b) Funds being generated by UWAMS are being used to pay down the Calvert Mortgages. The Calvert Mortgage is not registered as security on the Premises. The Interim Receiver is accordingly of the view that any revenues generated from operations on the Premises are potentially being misapplied, on the assumption they should be applied to the BMO indebtedness. This appears to be diminishing BMO's security position as the Company's senior secured creditor. This remains subject to the Interim Receiver's review and confirmation of the various stakeholders' security and priority.
  - c) UWAMS has estimated that it will be in a position to make mortgage payments to both the Calvert Mortgage and BMO beginning November 1, 2019 due to the anticipated increase in residents. In the Interim Receiver's view, the revenues generated, even if UWAMS is able to retain 10 residents, would not be sufficient for UWAMS to service all of its debts in a timely manner. This takes into consideration the liabilities associated with all of the assets included by UWAMS in its financial statements.
  - d) The Initial Cash Flow Forecast does not account for any debts on the three (3) properties owned by the Uwagas, even though the properties are listed as assets of UWAMS.
40. The Interim Receiver understands that 48 Millside Road SE has been listed for sale for over 60 days and the Uwagas have not received any reasonable offers to date. The Initial Cash Flow Forecast assumes that the property will be sold on or before December 31, 2019. Proceeds from the sale of the house are expected to cover all encumbrances on the property and there will be approximately \$100,000 in equity available to the Uwagas thereafter.

## Interim Receiver's recommendations

41. Based on the above, the Interim Receiver respectfully requests that the Court approve the activities of the Interim Receiver since the Date of Appointment.
42. As UWAMS has cooperated with the Interim Receiver since the Date of Appointment and, as the Interim Receiver continues to analyze and review information provided (and yet to be provided) by the Company, the Interim Receiver respectfully requests that the Court approve the extension of the Interim Receivership Order to December 10, 2019.

\* \* \*

All of which is respectfully submitted at Calgary, Alberta this 30<sup>th</sup> day of October 2019.

DELOITTE RESTRUCTURING INC.,  
solely in its capacity as Interim Receiver  
of UWAMS Supportive Living Ltd.,  
and not in its personal or corporate capacity

Per:



Ryan Adlington, CPA, CA, CIRP, LIT  
Senior Vice-President

# Deloitte.

[www.deloitte.ca](http://www.deloitte.ca)

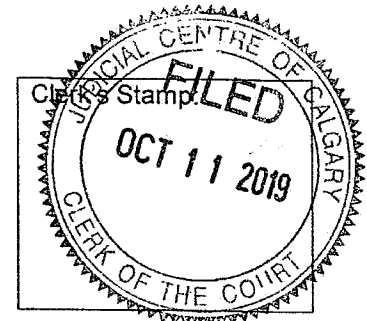
#### **About Deloitte**

Deloitte provides audit & assurance, consulting, financial advisory, risk advisory, tax and related services to public and private clients spanning multiple industries. Deloitte serves four out of five Fortune Global 500® companies through a globally connected network of member firms in more than 150 countries and territories bringing world-class capabilities, insights and service to address clients' most complex business challenges. To learn more about how Deloitte's approximately 264,000 professionals—9,400 of whom are based in Canada—make an impact that matters, please connect with us on LinkedIn, Twitter or Facebook.

Deloitte LLP, an Ontario limited liability partnership, is the Canadian member firm of Deloitte Touche Tohmatsu Limited. Deloitte refers to one or more of Deloitte Touche Tohmatsu Limited, a UK private company limited by guarantee, and its network of member firms, each of which is a legally separate and independent entity. Please see [www.deloitte.com/about](http://www.deloitte.com/about) for a detailed description of the legal structure of Deloitte Touche Tohmatsu Limited and its member firms.

© Deloitte LLP and affiliated entities.

# **APPENDIX A**



COURT FILE NUMBER 1901-10871  
COURT COURT OF QUEEN'S BENCH OF ALBERTA  
JUDICIAL CENTRE OF CALGARY  
APPLICANT: THE BANK OF MONTREAL  
RESPONDENTS: UWAMS SUPPORTIVE LIVING LTD., MAXWELL  
UWAGA and CAROL UWAGA

DOCUMENT INTERIM RECEIVERSHIP ORDER

CONTACT INFORMATION OF  
PARTY FILING THIS DOCUMENT:

Cassels Brock & Blackwell LLP  
Suite 3810, Bankers Hall West  
888 3<sup>rd</sup> Street SW  
Calgary, Alberta, T2P 5C5

Attention: Jeffrey Oliver

Telephone 403-351-2921  
Facsimile 403-648-1151  
Email: JOliver@casselsbrock.com

I hereby certify this to be a true copy of  
the original Order  
dated this 11 day of October 2019  
P. Petrova  
for Clerk of the Court

File No. 33336-389

DATE ON WHICH ORDER WAS PRONOUNCED: Friday, October 11, 2019  
NAME OF JUDGE WHO MADE THIS ORDER: The Honourable Justice R.A. Neufeld  
LOCATION OF HEARING: Calgary, Alberta

UPON the application of The Bank of Montreal in respect of UWAMS Supportive Living Ltd. (the "Debtor"); AND UPON having read the Application, the Amended Application, the Affidavit of Trevor Bauer, sworn August 12, 2019, filed, the Affidavit of Trevor Bauer, sworn August 14, 2019, filed, the Affidavit of Trevor Bauer, sworn October 3, 2019, file, the Affidavit of Service of Richard Comstock, sworn August 16, 2019, filed and the Affidavit of Service of Richard Comstock, sworn October 10, 2019, filed; AND UPON reading the consent of Deloitte Restructuring Inc. to act as interim receiver (the "Interim Receiver") of the Debtor, filed; AND UPON hearing counsel for The Bank of Montreal, counsel for the proposed Receiver and any other counsel or other interested parties present; IT IS HEREBY ORDERED AND DECLARED THAT:

## SERVICE

1. The time for service of the notice of application for this order (the "**Order**") is hereby abridged and deemed good and sufficient and this application is properly returnable today.

## APPOINTMENT

2. Pursuant to section 47(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (the "**BIA**"), Deloitte Restructuring Inc. is hereby appointed Interim Receiver, without security, of all of the Debtor's current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof (the "**Property**") until the earliest of:
  - (a) the taking of possession of the Property by a receiver, within the meaning of subsection 243(2) of the BIA;
  - (b) the taking of possession of the Property by a trustee in bankruptcy; and
  - (c) 11:59 p.m. (MST) on November 10, 2019.
3. Absent further Order of this Court, the Interim Receiver shall not operate, manage or carry on the business of the Debtor, or employ any employees of the Debtor.

## INTERIM RECEIVER'S POWERS

4. The Interim 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 Interim Receiver is hereby expressly empowered and authorized to do any of the following where the Interim Receiver considers it necessary or desirable:
  - (a) to monitor the Debtor's receipts and disbursements, including, without limitation, the right to access all information relating to the Debtor's accounts or finance activities at any financial institution;
  - (b) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Interim Receiver's powers and duties, including without limitation those conferred by this Order;

- (c) to report to, meet with and discuss with such affected Persons (as defined below) as the Interim Receiver deems appropriate all matters relating to the Property and the interim receivership, and to share information, subject to such terms as to confidentiality as the Interim Receiver deems advisable;
- (d) to register a copy of this Order and any other orders in respect of the Property against title to any of the Property, include without limitation the lands describe in Schedule "A" hereto, and when submitted by the Interim Receiver for registration this Order shall be immediately registered by the Registrar of Land Titles of Alberta, or any other similar government authority, notwithstanding Section 191 of the *Land Titles Act*, RSA 2000, c. L-4, or the provisions of any other similar legislation in any other province or territory, and notwithstanding that the appeal period in respect of this Order has not elapsed;
- (e) 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 Interim Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons, including the Debtor, and without interference from any other Person (as defined below).

#### **DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE INTERIM RECEIVER**

- 5. (i) The Debtor, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "**Persons**" and each being a "**Person**") shall forthwith advise the Interim Receiver of the existence of any Property in such Person's possession or control, and shall grant immediate and continued access to the Property to the Interim Receiver, and shall deliver all such Property (excluding Property subject to liens the validity of which is dependent on maintaining possession) to the Interim Receiver upon the Interim Receiver's request, and such Persons shall assist the Interim Receiver in it's efforts to understand any and all applicable requirements relating to the licensing and transfer or addition of residents into or out of the Debtor's care.
- 6. All Persons shall forthwith advise the Interim 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 Interim Receiver or permit the Interim Receiver to make, retain and take away copies thereof and grant to the Interim Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 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 Interim Receiver due to the privilege attaching to solicitor-client communication or documents prepared in contemplation of litigation or due to statutory provisions prohibiting such disclosure.

7. 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 Interim Receiver for the purpose of allowing the Interim 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 Interim Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Interim Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Interim Receiver with all such assistance in gaining immediate access to the information in the Records as the Interim Receiver may in its discretion require including providing the Interim Receiver with instructions on the use of any computer or other system and providing the Interim Receiver with any and all access codes, account names, and account numbers that may be required to gain access to the information.

#### **ACCESS TO THE PREMISES**

8. The Interim Receiver shall, as soon as reasonably possible, attend the premises located on the lands described in Schedule "A" (the "**Premises**"), in order to recover the Records, provided that (i) such access to the Premises shall be limited to access on the Premises where the Records or the Property of the Debtor are located; and (ii) if the Interim Receiver cannot gain access to the Premises it shall report to this Court the reasons why access was denied.
9. The (i) Debtor, (ii) all of the Debtor's current and former directors, officers, employees, agents, accountants, and shareholders, and all other Persons acting on its instructions or behalf, and (iii) any Person appearing in charge of the Premises, shall forthwith permit entry and re-entry into the Premises to the Interim Receiver and any of its employees, agents, counsel and representatives for the purposes of searching for, identifying, inspecting, preserving and reproducing the Property and the Records.

10. The entry and re-entry to the Premises pursuant to this Order shall be made between 8:00 a.m. and 8:00 p.m. (MST) on any day of the week.

#### **NO PROCEEDINGS AGAINST THE INTERIM RECEIVER**

11. No proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**"), shall be commenced or continued against the Interim Receiver except with the written consent of the Interim Receiver or with leave of this Court.

#### **NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY**

12. No Proceeding against or in respect of the Debtor or the Property shall be commenced or continued except with the written consent of the Interim 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, provided, however, that nothing in this Order shall: (i) prevent any Person from commencing a proceeding regarding a claim that might otherwise become barred by statute or an existing agreement if such proceeding is not commenced before the expiration of the stay provided by this paragraph; and (ii) affect a Regulatory Body's investigation in respect of the debtor or an action, suit or proceeding that is taken in respect of the debtor by or before the Regulatory Body, other than the enforcement of a payment order by the Regulatory Body or the Court. "**Regulatory Body**" means a person or body that has powers, duties or functions relating to the enforcement or administration of an Act of Parliament or of the legislature of a Province.

#### **NO EXERCISE OF RIGHTS OF REMEDIES**

13. All rights and remedies of any Person, whether judicial or extra-judicial, statutory or non-statutory (including, without limitation, set-off rights) against or in respect of the Debtor or the Interim Receiver or affecting the Property are hereby stayed and suspended and shall not be commenced, proceeded with or continued except with leave of this Court, provided, however, that nothing in this Order shall:
  - (a) empower the Debtor to carry on any business that the Debtor is not lawfully entitled to carry on;
  - (b) prevent the filing of any registration to preserve or perfect a security interest;
  - (c) prevent the registration of a claim for lien; or

(d) exempt the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment.

14. Nothing in this Order shall prevent any party from taking an action against the Applicant where such an action must be taken in order to comply with statutory time limitations in order to preserve their rights at law, provided that no further steps shall be taken by such party except in accordance with the other provisions of this Order, and notice in writing of such action be given to the Monitor at the first available opportunity.

#### **NO INTERFERENCE WITH THE INTERIM RECEIVER**

15. No Person shall accelerate, suspend, discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtor, except with the written consent of the Debtor and the Interim Receiver, or leave of this Court.

#### **CONTINUATION OF SERVICES**

16. All persons having:

- (a) statutory or regulatory mandates for the supply of goods and/or services; or
- (b) oral or written agreements or arrangements with the Debtor, 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, suspending or terminating the supply of such goods or services as may be required by the Debtor or exercising any other remedy provided under such agreements or arrangements. The Debtor shall be entitled to the continued use of its current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the usual prices or charges for all such goods or services received after the date of this Order are paid by the Debtor in accordance with the payment practices of the Debtor, or such other practices as may be agreed upon by the supplier or service provider and each of the Debtor and the Interim Receiver, or as may be ordered by this Court.

## EMPLOYEES

17. Subject to employees' rights to terminate their employment, all employees of the Debtor shall remain the employees of the Debtor. The Interim 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 Interim 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*, S.C. 2005, c.47 ("WEPPA").
18. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5; the Interim 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 Interim 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 Interim Receiver, or ensure that all other personal information is destroyed.

## LIMITATION ON ENVIRONMENTAL LIABILITIES

19. Notwithstanding anything in any federal or provincial law, the Interim Receiver is not personally liable in that position for any environmental condition that arose or environmental damage that occurred:
  - (i) before the Interim Receiver's appointment; or
  - (ii) after the Interim Receiver's appointment unless it is established that the condition arose or the damage occurred as a result of the Interim Receiver's gross negligence or wilful misconduct.
- (b) Nothing in sub-paragraph (a) exempts a Interim Receiver from any duty to report or make disclosure imposed by a law referred to in that sub-paragraph.
- (c) Notwithstanding anything in any federal or provincial law, but subject to sub-paragraph (a) hereof, where an order is made which has the effect of requiring the Interim Receiver

to remedy any environmental condition or environmental damage affecting the Property, the Interim Receiver is not personally liable for failure to comply with the order, and is not personally liable for any costs that are or would be incurred by any person in carrying out the terms of the order,

- (i) if, within such time as is specified in the order, within 10 days after the order is made if no time is so specified, within 10 days after the appointment of the Interim Receiver, if the order is in effect when the Interim Receiver is appointed, or during the period of the stay referred to in clause (ii) below, the Interim Receiver:
  - A. complies with the order, or
  - B. on notice to the person who issued the order, abandons, disposes of or otherwise releases any interest in any real property affected by the condition or damage;
- (ii) during the period of a stay of the order granted, on application made within the time specified in the order referred to in clause (i) above, within 10 days after the order is made or within 10 days after the appointment of the Interim Receiver, if the order is in effect when the Interim Receiver is appointed, by,
  - A. the court or body having jurisdiction under the law pursuant to which the order was made to enable the Interim Receiver to contest the order; or
  - B. the court having jurisdiction in bankruptcy for the purposes of assessing the economic viability of complying with the order; or
- (iii) if the Interim Receiver had, before the order was made, abandoned or renounced or been divested of any interest in any real property affected by the condition or damage.

#### **LIMITATION ON THE INTERIM RECEIVER'S LIABILITY**

20. Except for gross negligence or wilful misconduct, as a result of its appointment or carrying out the provisions of this Order the Interim Receiver shall incur no liability or obligation that exceeds an amount for which it may obtain full indemnity from the Property. Nothing in this Order shall derogate from any limitation on liability or other protection afforded to the Interim Receiver under any applicable law, including, without limitation, Section 14.06, 81.4(5) or 81.6(3) of the BIA.

### INTERIM RECEIVER'S ACCOUNTS

21. The Interim Receiver and counsel to the Interim Receiver shall be paid their reasonable fees and disbursements, in each case, incurred at their standard rates and charges. The Interim Receiver and counsel to the Interim Receiver shall be entitled to the benefits of and are hereby granted a charge (the "**Receiver's Charge**") on the Property, which charge shall not exceed an aggregate amount of \$100,000, as security for their professional fees and disbursements incurred at the normal rates and charges of the Interim Receiver and such counsel, both before and after the making of this Order in respect of these proceedings, and the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, deemed trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person but subject to section 14.06(7), 81.4(4) and 81.6(2) of the BIA.
22. The Interim Receiver and its legal counsel shall pass their accounts from time to time.
23. Prior to the passing of its accounts, the Interim 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 the legal fees and disbursements, incurred at the normal rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

### FUNDING OF THE INTERIM RECEIVERSHIP

24. The Interim 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 \$100,000 (or such greater amount as this Court may by further order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Interim 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, deemed 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 set out in sections 14.06(7), 81.4(4) and 81.6(2) of the BIA.
25. Neither the Receiver's Borrowings Charge nor any other security granted by the Interim Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

26. The Interim 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.
27. The monies from time to time borrowed by the Interim 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.
28. The Interim Receiver shall be allowed to repay any amounts borrowed by way of Receiver's Certificates out of the Property or any proceeds, including any proceeds from the sale of any assets without further approval of this Court.

#### **ALLOCATION**

29. Any interested party may apply to this Court on notice to any other party likely to be affected, for an order allocating the Receiver's Charge and Receiver's Borrowings Charge amongst the various assets comprising the Property.

#### **GENERAL**

30. The Interim Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
31. Notwithstanding Rule 6.11 of the *Alberta Rules of Court*, unless otherwise ordered by this Court, the Interim Receiver will report to the Court from time to time, which reporting is not required to be in affidavit form and shall be considered by this Court as evidence. The Interim Receiver's reports shall be filed by the Court Clerk notwithstanding that they do not include an original signature.
32. Nothing in this Order shall prevent the Interim Receiver from acting as a receiver under section 243 of the BIA or as a trustee in bankruptcy of the Debtor.
33. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any foreign jurisdiction to give effect to this Order and to assist the Interim 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 Interim Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the

Interim Receiver in any foreign proceeding, or to assist the Interim Receiver and its agents in carrying out the terms of this Order.

34. The Interim 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 Interim 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.
35. The Plaintiff shall have its costs of this application, up to and including entry and service of this Order, provided for by the terms of the Plaintiff's security or, if not so provided by the Plaintiff's security, then on a substantial indemnity basis, including legal costs on a solicitor-client full indemnity basis, to be paid by the Interim Receiver from the Debtor's estate with such priority and at such time as this Court may determine.
36. Any interested party may apply to this Court to vary or amend this Order on not less than 7 days' notice to the Interim 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.

#### **FILING**

37. The Interim Receiver shall establish and maintain a website in respect of these proceedings at [www.insolvencies.deloitte.ca/en-ca/Uwams](http://www.insolvencies.deloitte.ca/en-ca/Uwams) (the "**Interim Receiver's Website**") and shall post there as soon as practicable:
  - (a) all materials prescribed by statute or regulation to be made publically available; and
  - (b) all applications, reports, affidavits, orders and other materials filed in these proceedings by or on behalf of the Interim Receiver, or served upon it, except such materials as are confidential and the subject of a sealing order or pending application for a sealing order.
38. Service of this Order shall be deemed good and sufficient by:
  - (a) serving the same on:
    - (i) the persons listed on the service list created in these proceedings or otherwise served with notice of these proceedings;
    - (ii) any other person served with notice of the application for this Order;




(iii) any other parties attending or represented at the application for this Order; and

(b) posting a copy of this Order on the Interim Receiver's Website

and service on any other person is hereby dispensed with.

39. Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.

  
\_\_\_\_\_  
Justice of the Court of Queen's Bench of Alberta

**SCHEDULE "A"**  
**DESCRIPTION OF LANDS**

Title Number: 131 148 847

Legal description:

LEGAL DESCRIPTION  
PLAN 577JK  
BLOCK 45  
LOT 24  
EXCEPTING THEREOUT ALL MINES AND MINERALS

Municipal Address: 9504 2nd Street SE Calgary, Alberta T2J 0V9

SCHEDULE "B"

INTERIM RECEIVER CERTIFICATE

CERTIFICATE NO. \_\_\_\_\_

AMOUNT \$ \_\_\_\_\_

1. THIS IS TO CERTIFY that Deloitte Restructuring Inc., interim receiver (the "Interim Receiver") of all of the assets, undertakings and properties of UWAMS Supportive Living Ltd. appointed by Order of the Court of Queen's Bench of Alberta and Court of Queen's Bench of Alberta in Bankruptcy and Insolvency (collectively, the "Court") dated the 16<sup>th</sup> day of August, 2019 (the "Order") made in action numbers [●], has received as such Interim Receiver from the holder of this certificate (the "Lender") the principal sum of [\$], being part of the total principal sum of [\$] that the Interim 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 Interim Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property (as defined in the Order), in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and the *Bankruptcy and Insolvency Act*, and the right of the Interim 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 [●].
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 Interim 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 Interim 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 Interim Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

DELOITTE RESTRUCTURING INC., solely in its capacity as Interim Receiver (as defined in the Order), and not in its personal capacity

Per: \_\_\_\_\_  
Name:  
Title:

# **APPENDIX B**

**UWAMS SUPPORTIVE LIVING**

**FINANCIAL STATEMENTS**

**DECEMBER 31, 2018**

**(Unaudited) - See Notice to Reader.**

**UWAMS SUPPORTIVE LIVING  
FINANCIAL STATEMENTS  
DECEMBER 31, 2018  
(Unaudited) - See Notice to Reader.**

**Table of Contents**

- 1) Notice to Reader
- 2) Balance Sheet
- 3) Statement of Operations
- 4) Notes to Financial Statements

**ACOR SERVICES LTD.**  
265 Tuscany Ridge Park NW  
Calgary, Alberta T3L 2H8  
Phone (403) 619-0755

March 28, 2019

**NOTICE TO READER**

On the basis of information provided by management, I have compiled the balance sheet of UWAMS SUPPORTIVE LIVING as at DECEMBER 31, 2018 and the statement of operations, for the year then ended.

I have not performed an audit or a review engagement in respect of these financial statements and, accordingly, I express no assurance thereon.

Readers are cautioned that these statements may not be appropriate for their purposes.

**ACOR SERVICES LTD.**

APPROVED ON BEHALF OF THE BOARD:

---

Director

ACOR SERVICES LTD.

**UWAMS SUPPORTIVE LIVING**  
**BALANCE SHEET**  
**DECEMBER 31, 2018**  
**(Unaudited) - See Notice to Reader.**

	<b><u>ASSETS</u></b>	<b><u>2018</u></b>
<b>FIXED ASSETS</b>		
Automotive		35,500
Buildings		2,797,000
Computer Hardware		850
Furniture		14,780
Equipment		<u>16,230</u>
TOTAL FIXED ASSETS		<u>2,864,360</u>
TOTAL ASSETS		<u><u>2,864,360</u></u>
 <b><u>LIABILITIES</u></b>		
<b>CURRENT LIABILITIES</b>		
Bank Overdraft		825
Current Portion of Long Term Debt		49,605
Deposits		2,000
Line of Credit		<u>128,453</u>
TOTAL CURRENT LIABILITIES		<u>180,883</u>
 <b>LONG TERM LIABILITIES</b>		
Mortgages		522,850
Long Term Loans		<u>946,226</u>
TOTAL LONG TERM LIABILITIES		<u>1,469,076</u>
TOTAL LIABILITIES		<u><u>1,649,959</u></u>
 <b><u>PARTNERS' CAPITAL</u></b>		
Partners' Equity		<u>1,214,401</u>
TOTAL OWNERS' EQUITY		<u>1,214,401</u>
TOTAL LIABILITIES & OWNERS' EQUITY		<u><u>2,864,360</u></u>



**UWAMS SUPPORTIVE LIVING**  
**STATEMENT OF OPERATIONS**  
**YEAR ENDED DECEMBER 31, 2018**  
**(Unaudited) - See Notice to Reader.**

	<b><u>2018</u></b>
<b>INCOME</b>	
Rental Revenue	75,900
Personal Care Giver Revenue	108,600
<b>TOTAL INCOME</b>	<u>184,500</u>
<b>EXPENSES</b>	
Advertising and Promotion	555
Automotive	8,435
Bank Charges, Interest	99,500
Maintenanace and Repairs	7,200
Office Expenses	2,100
Property Taxes	6,400
Salaries, Wages	11,732
Professional Fees	7,569
Utilities	29,500
<b>TOTAL EXPENSES</b>	<u>172,991</u>
<b>NET INCOME, for the year</b>	<u><u>11,510</u></u>

**UWAMS SUPPORTIVE LIVING**  
**NOTES TO THE FINANCIAL STATEMENTS**  
**DECEMBER 31, 2018**  
**(Unaudited) - See Notice to Reader.**

**1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

These financial statements have been prepared in accordance with accounting principles generally accepted in Canada. The preparation of financial statements involves the use of certain estimates and within the accounting policies.

**2. BUILDINGS**

54 Evergreen Terrace SW	\$ 650,000
247 Allan Cres SE	\$ 419,500
48 Millside Rd SE	\$ 327,500
9504 2nd Street SE	\$ 1,400,000
<b>Total</b>	<b><u>\$ 2,797,000</u></b>

**3. FIXED ASSETS**

Fixed Assets are stated at cost, net of accumulated depreciation. As summarized below, all fixed assets, except leasehold improvements, are depreciated using the declining balance method over the estimated lives. The leasehold improvements are depreciated on a straight-line basis over the term of the lease.

Automotive	30%	declining balance
Computer Hardware	55%	declining balance
Equipment, Machinery	20%	declining balance

In the year of acquisition, the half-year rule is applied to the depreciation calculation for the asset acquired. In the year of disposition, no depreciation is recorded for the asset disposed and any gains or losses are reflected in the Statement of Operations and Earnings.

**4. STATEMENT OF CHANGES IN FINANCIAL POSITION**

A statement of changes in financial positions has not been included in the accompanying financial statements, as it is not considered meaningful in the circumstances.

**5. INCORPORATION**

The company was incorporated under the Companies Act of the province of Alberta. The financial results presented are consolidated and include the results from the corporation and sole proprietorship.

# **APPENDIX C**



LAND TITLE CERTIFICATE

S  
LINC                      SHORT LEGAL                      TITLE NUMBER  
0012 645 488            9010229;2;32                      901 098 441

LEGAL DESCRIPTION  
PLAN 9010229  
BLOCK 2  
LOT 32  
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE  
ATS REFERENCE: 5;1;23;5;NE

MUNICIPALITY: CITY OF CALGARY

REFERENCE NUMBER: 901 080 052

---

REGISTERED OWNER(S)					
REGISTRATION	DATE (DMY)	DOCUMENT	TYPE	VALUE	CONSIDERATION
901 098 441	23/04/1990	TRANSFER OF LAND		\$199,500	\$199,500

---

OWNERS

MAXWELL UWAGA (SOCIAL WORKER)

AND

CAROL UWAGA (HOUSEWIFE)

BOTH OF:

54 EVERGREEN TERRACE SW

CALGARY

ALBERTA

AS JOINT TENANTS

---

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION		
NUMBER	DATE (D/M/Y)	PARTICULARS
901 030 445	31/01/1990	RESTRICTIVE COVENANT
901 030 446	31/01/1990	UTILITY RIGHT OF WAY GRANTEE - THE CITY OF CALGARY.

( CONTINUED )

-----  
ENCUMBRANCES, LIENS & INTERESTS

PAGE 2  
# 901 098 441

REGISTRATION

NUMBER      DATE (D/M/Y)      PARTICULARS

-----

AS TO PORTION OR PLAN:9010230

901 030 447      31/01/1990 AGREEMENT  
RESTRICTIVE COVENANT AND EASEMENT

071 296 475      14/06/2007 MORTGAGE  
MORTGAGEE - CIBC MORTGAGES INC.  
400 BURRARD ST, 5TH FLR  
VANCOUVER  
BRITISH COLUMBIA V6C3A6  
ORIGINAL PRINCIPAL AMOUNT: \$400,000

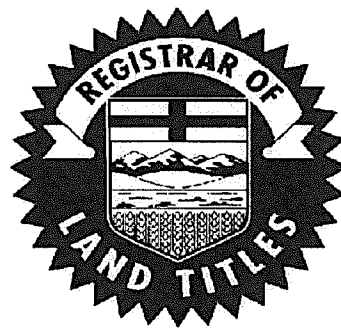
141 123 392      21/05/2014 MORTGAGE  
MORTGAGEE - CANADIAN IMPERIAL BANK OF COMMERCE.  
TRANSIT: 01319  
100 UNIVERSITY AVENUE, 3RD FLOOR  
TORONTO  
ONTARIO M5J2X4  
ORIGINAL PRINCIPAL AMOUNT: \$615,000

TOTAL INSTRUMENTS: 005

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN  
ACCURATE REPRODUCTION OF THE CERTIFICATE OF  
TITLE REPRESENTED HEREIN THIS 27 DAY OF  
OCTOBER, 2019 AT 12:15 P.M.

ORDER NUMBER:      38259924

CUSTOMER FILE NUMBER:      02673167-UWA



\*END OF CERTIFICATE\*

THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED  
FOR THE SOLE USE OF THE ORIGINAL PURCHASER, AND NONE OTHER,  
SUBJECT TO WHAT IS SET OUT IN THE PARAGRAPH BELOW.

THE ABOVE PROVISIONS DO NOT PROHIBIT THE ORIGINAL PURCHASER FROM  
INCLUDING THIS UNMODIFIED PRODUCT IN ANY REPORT, OPINION,  
APPRAISAL OR OTHER ADVICE PREPARED BY THE ORIGINAL PURCHASER AS  
PART OF THE ORIGINAL PURCHASER APPLYING PROFESSIONAL, CONSULTING  
OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).

# **APPENDIX D**



LAND TITLE CERTIFICATE

S  
LINC                      SHORT LEGAL                      TITLE NUMBER  
0019 355 438            3075JK;2;15                      071 334 337

LEGAL DESCRIPTION  
PLAN 3075JK  
BLOCK 2  
LOT 15  
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE  
ATS REFERENCE: 5;1;23;22;SW

MUNICIPALITY: CITY OF CALGARY

REFERENCE NUMBER: 911 189 749

---

REGISTERED OWNER(S)					
REGISTRATION	DATE (DMY)	DOCUMENT	TYPE	VALUE	CONSIDERATION
071 334 337	04/07/2007	TRANSFER OF LAND		\$405,000	\$405,000

---

OWNERS

MAXWELL UWAGA

AND

CAROL UWAGA

BOTH OF:

247 ALLAN CRES SE

CALGARY

ALBERTA T2J 0T3

AS JOINT TENANTS

---

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION	DATE (D/M/Y)	PARTICULARS
NUMBER		
071 334 338	04/07/2007	MORTGAGE MORTGAGEE - HOME TRUST COMPANY. 2300, 145 KING STREET WEST TORONTO

( CONTINUED )

-----  
ENCUMBRANCES, LIENS & INTERESTS

PAGE 2  
# 071 334 337

REGISTRATION

NUMBER      DATE (D/M/Y)      PARTICULARS

-----

ONTARIO M5H1J8  
ORIGINAL PRINCIPAL AMOUNT: \$303,750

071 355 085      16/07/2007 CAVEAT  
RE : ASSIGNMENT OF RENTS AND LEASES  
CAVEATOR - HOME TRUST COMPANY.  
SUITE 2300, 145 KING STREET WEST  
TORONTO  
ONTARIO M5H1J8  
AGENT - DEVINDER SHORY

071 368 318      24/07/2007 CAVEAT  
RE : ASSIGNMENT OF RENTS AND LEASES  
CAVEATOR - HOME TRUST COMPANY.  
145 KING STREET WEST, SUITE 2300  
TORONTO  
ONTARIO M5H1J8  
AGENT - DEVINDER SHORY

101 207 297      13/07/2010 MORTGAGE  
MORTGAGEE - CALVERT HOME MORTGAGE INVESTMENT  
CORPORATION.  
130, 4029-8 STREET SE  
CALGARY  
ALBERTA T2G3A5  
ORIGINAL PRINCIPAL AMOUNT: \$486,500

101 207 298      13/07/2010 CAVEAT  
RE : ASSIGNMENT OF RENTS AND LEASES  
CAVEATOR - CALVERT HOME MORTGAGE INVESTMENT  
CORPORATION.  
130, 4029-8 STREET SE  
CALGARY  
ALBERTA T2G3A5  
AGENT - JAMES M B CLARK

TOTAL INSTRUMENTS: 005

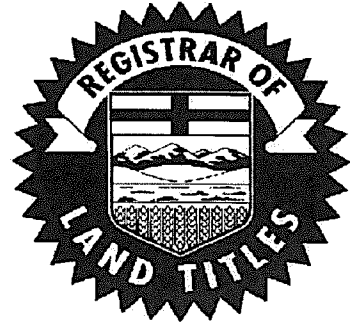
( CONTINUED )



THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN  
ACCURATE REPRODUCTION OF THE CERTIFICATE OF  
TITLE REPRESENTED HEREIN THIS 27 DAY OF  
OCTOBER, 2019 AT 12:15 P.M.

ORDER NUMBER: 38259925

CUSTOMER FILE NUMBER: 02673168-UWA



\*END OF CERTIFICATE\*

---

THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED  
FOR THE SOLE USE OF THE ORIGINAL PURCHASER, AND NONE OTHER,  
SUBJECT TO WHAT IS SET OUT IN THE PARAGRAPH BELOW.

THE ABOVE PROVISIONS DO NOT PROHIBIT THE ORIGINAL PURCHASER FROM  
INCLUDING THIS UNMODIFIED PRODUCT IN ANY REPORT, OPINION,  
APPRAISAL OR OTHER ADVICE PREPARED BY THE ORIGINAL PURCHASER AS  
PART OF THE ORIGINAL PURCHASER APPLYING PROFESSIONAL, CONSULTING  
OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).

# **APPENDIX E**



LAND TITLE CERTIFICATE

S  
LINC                              SHORT LEGAL                              TITLE NUMBER  
0015 942 759                      8110429;2;12                              021 270 218

LEGAL DESCRIPTION  
PLAN 8110429  
BLOCK 2  
LOT 12  
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE  
ATS REFERENCE: 5;1;22;33;N

MUNICIPALITY: CITY OF CALGARY

REFERENCE NUMBER: 021 005 101

-----  
REGISTERED OWNER(S)  
REGISTRATION      DATE (DMY)      DOCUMENT TYPE      VALUE      CONSIDERATION  
-----  
021 270 218      03/08/2002      TRANSFER OF LAND      \$169,900      \$169,900

OWNERS

MAX UWAGA

AND

CAROL C E UWAGA

BOTH OF:

54 EVERGREEN TERRACE SW

CALGARY

ALBERTA T2Y 2V9

AS JOINT TENANTS

-----  
ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION  
NUMBER      DATE (D/M/Y)      PARTICULARS  
-----  
021 005 102      07/01/2002      MORTGAGE  
MORTGAGEE - CIBC MORTGAGES INC.  
SUITE 400, 100 UNIVERSITY AVE  
TORONTO

( CONTINUED )

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2  
# 021 270 218

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

ONTARIO M5J2X4  
ORIGINAL PRINCIPAL AMOUNT: \$143,055

101 207 297 13/07/2010 MORTGAGE  
MORTGAGEE - CALVERT HOME MORTGAGE INVESTMENT  
CORPORATION.  
130, 4029-8 STREET SE  
CALGARY  
ALBERTA T2G3A5  
ORIGINAL PRINCIPAL AMOUNT: \$486,500

101 207 298 13/07/2010 CAVEAT  
RE : ASSIGNMENT OF RENTS AND LEASES  
CAVEATOR - CALVERT HOME MORTGAGE INVESTMENT  
CORPORATION.  
130, 4029-8 STREET SE  
CALGARY  
ALBERTA T2G3A5  
AGENT - JAMES M B CLARK

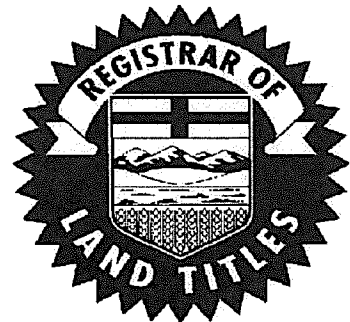
191 175 534 28/08/2019 CAVEAT  
RE : AGREEMENT CHARGING LAND  
CAVEATOR - JEFFREY V. KAHANE PROFESSIONAL  
CORPORATION.  
7309 FLINT ROAD SE  
CALGARY  
ALBERTA T2H1G3  
AGENT - JENNA BEVER

TOTAL INSTRUMENTS: 004

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN  
ACCURATE REPRODUCTION OF THE CERTIFICATE OF  
TITLE REPRESENTED HEREIN THIS 27 DAY OF  
OCTOBER, 2019 AT 12:15 P.M.

ORDER NUMBER: 38259927

CUSTOMER FILE NUMBER: 02673169-UWA



\*END OF CERTIFICATE\*

( CONTINUED )

THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED FOR THE SOLE USE OF THE ORIGINAL PURCHASER, AND NONE OTHER, SUBJECT TO WHAT IS SET OUT IN THE PARAGRAPH BELOW.

THE ABOVE PROVISIONS DO NOT PROHIBIT THE ORIGINAL PURCHASER FROM INCLUDING THIS UNMODIFIED PRODUCT IN ANY REPORT, OPINION, APPRAISAL OR OTHER ADVICE PREPARED BY THE ORIGINAL PURCHASER AS PART OF THE ORIGINAL PURCHASER APPLYING PROFESSIONAL, CONSULTING OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).

# **APPENDIX F**



LAND TITLE CERTIFICATE

S		
LINC	SHORT LEGAL	TITLE NUMBER
0020 777 124	577JK;45;24	131 148 847

LEGAL DESCRIPTION  
 PLAN 577JK  
 BLOCK 45  
 LOT 24  
 EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE  
 ATS REFERENCE: 5;1;23;15;N  
 ATS REFERENCE: 5;1;23;22;S

MUNICIPALITY: CITY OF CALGARY

REFERENCE NUMBER: 021 256 178

---

REGISTERED OWNER(S)					
REGISTRATION	DATE (DMY)	DOCUMENT	TYPE	VALUE	CONSIDERATION
131 148 847	25/06/2013	TRANSFER OF LAND		\$1,000,000	SEE INSTRUMENT

OWNERS

UWAMS SUPPORTIVE LIVING LTD.  
 OF 54 EVERGREEN TERRACE SW  
 CALGARY  
 ALBERTA T2Y 2V9

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION		
NUMBER	DATE (D/M/Y)	PARTICULARS
151 246 595	23/09/2015	MORTGAGE MORTGAGEE - BANK OF MONTREAL. 6550 MACLEOD TRAIL SW CALGARY ALBERTA T2H0K6 ORIGINAL PRINCIPAL AMOUNT: \$620,000
171 209 843	19/09/2017	AMENDING AGREEMENT

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2  
# 131 148 847

REGISTRATION  
NUMBER      DATE (D/M/Y)      PARTICULARS

AMOUNT: \$1,200,000  
AFFECTS INSTRUMENT: 151246595

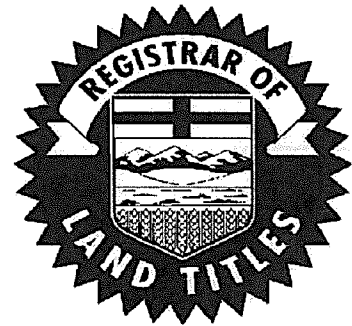
191 067 801      08/04/2019 TAX NOTIFICATION  
BY - THE CITY OF CALGARY.  
CREDIT & COLLECTIONS, IMC #8060  
800 MACLEOD TRAIL S  
CALGARY, ALBERTA  
T2P2M5

TOTAL INSTRUMENTS: 003

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN  
ACCURATE REPRODUCTION OF THE CERTIFICATE OF  
TITLE REPRESENTED HEREIN THIS 27 DAY OF  
OCTOBER, 2019 AT 12:15 P.M.

ORDER NUMBER: 38259928

CUSTOMER FILE NUMBER: 02673170-UWA



\*END OF CERTIFICATE\*

THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED  
FOR THE SOLE USE OF THE ORIGINAL PURCHASER, AND NONE OTHER,  
SUBJECT TO WHAT IS SET OUT IN THE PARAGRAPH BELOW.

THE ABOVE PROVISIONS DO NOT PROHIBIT THE ORIGINAL PURCHASER FROM  
INCLUDING THIS UNMODIFIED PRODUCT IN ANY REPORT, OPINION,  
APPRAISAL OR OTHER ADVICE PREPARED BY THE ORIGINAL PURCHASER AS  
PART OF THE ORIGINAL PURCHASER APPLYING PROFESSIONAL, CONSULTING  
OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).



# **APPENDIX G**

Search ID #: Z11746904

**Transmitting Party**

WEST-END REGISTRATIONS LICENSING & SEARCHES  
LTD. (P158)

10011 170 STREET  
EDMONTON, AB T5P 4R5

Party Code: 50076967  
Phone #: 780 483 8211  
Reference #: 02559064-UWAMS

Search ID #: Z11746904

Date of Search: 2019-Jul-25

Time of Search: 14:09:08

**Business Debtor Search For:**

UWAMS SUPPORTIVE LIVING LTD

Exact Result(s) Only Found

**NOTE:**

A complete Search may result in a Report of Exact and Inexact Matches.  
Be sure to read the reports carefully.



Search ID #: Z11746904

**Business Debtor Search For:**

UWAMS SUPPORTIVE LIVING LTD

Search ID #: Z11746904

Date of Search: 2019-Jul-25

Time of Search: 14:09:08

---

Registration Number: 15091117658

Registration Date: 2015-Sep-11

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2020-Sep-11 23:59:59

---

Exact Match on: Debtor No: 1

Exact Match on: Debtor No: 2

---

**Debtor(s)**

**Block**

**Status**

Current

1 UWAMS SUPPORTIVE LIVING LTD.  
9504 - 2 STREET S.E.  
CALGARY, AB T2J 0V9

**Block**

**Status**

Current

2 UWAMS SUPPORTIVE LIVING LTD.  
54 EVERGREEN TERRACE S.W.  
CALGARY, AB T2Y 2V9

**Secured Party / Parties**

**Block**

**Status**

Current

1 BANK OF MONTREAL  
6550 MACLEOD TRAIL S.W.  
CALGARY, AB T2H 0K6

**Collateral: General**

**Block**

**Description**

**Status**

1 All present and after acquired personal property of the Debtor

Current

Search ID #: Z11746904

**Business Debtor Search For:**

UWAMS SUPPORTIVE LIVING LTD

Search ID #: Z11746904

Date of Search: 2019-Jul-25

Time of Search: 14:09:08

---

Registration Number: 17080219102

Registration Date: 2017-Aug-02

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2022-Aug-02 23:59:59

---

Exact Match on: Debtor No: 1

Exact Match on: Debtor No: 2

---

**Debtor(s)**

**Block**

1 UWAMS SUPPORTIVE LIVING LTD.  
54 EVERGREEN TERRACE S.W.  
CALGARY, AB T2Y 2V9

**Status**  
Current

**Block**

2 UWAMS SUPPORTIVE LIVING LTD.  
9504 - 2 STREET S.E.  
CALGARY, AB T2J 0V9

**Status**  
Current

**Secured Party / Parties**

**Block**

1 BANK OF MONTREAL  
9608 MACLEOD TRAIL S.E.  
CALGARY, AB T2J 0P7

**Status**  
Current

**Collateral: General**

**Block**

**Description**

1 All present and after acquired personal property of the Debtor;

**Status**  
Current

Result Complete

# **APPENDIX H**

## **Visit Results**

This email confirms that a visit was completed by Rajwinder Sidhu at UWAMS Supportive Living Ltd., 70022775, at 9504 2 Street SE on Oct 11, 2019.

Congratulations on being compliant with the Supportive Living Accommodation Standards and Resident and Family Councils Act Requirements.

For more information please refer to the most recent Monitoring and Licensing Visit Summary provided by your Licensing Inspector.

The results of this accommodation standards inspection are now posted on the Alberta Health public reporting website at <http://standardsandlicensing.alberta.ca>.

**\*\*This is an automatically generated message based on the information about your accommodation in the Accommodation Standards Tracking and Licensing database.\*\***

# **APPENDIX I**

Uwams Supportive Living Ltd.  
 Actual & Projected Cash Flow 9504 2 St. S.E.  
 (unaudited)

		2019			2020
		Oct (Actual)	Nov	Dec	Jan
Number of residents	1	4	7	8	10
<b>RECEIPTS</b>					
Self Managed Care & Rent	2	8,476	17,206	19,664	24,580
Millrise Property Proceeds				120,000	
<b>Total Receipts</b>		<b>8,476</b>	<b>17,206</b>	<b>139,664</b>	<b>24,580</b>
<b>DISBURSEMENTS</b>					
Salaries	3	2,238	2,238	2,238	2,238
Support Worker(s)		-	-	-	-
Interest and bank charges	4	3,259	7,259	7,259	7,259
Utilities	5	580	557	557	557
Office supplies	6	293	542	542	542
Telephone, cable, internet	7	263	263	263	263
Insurance	8	796	796	796	796
Maintenance	9	387	200	200	200
Property tax	10			8,047	
Motor vehicle	11	860	860	860	860
Advertising	12	100	100	100	100
WCB	13	52	52	52	52
Groceries	14	600	800	1,200	1,500
Principal payments	15			100,000	
Professional fees	16				
<b>Total Disbursements</b>		<b>14,466</b>	<b>13,948</b>	<b>122,114</b>	<b>14,367</b>
<b>NET CASH FLOW (DEFICIT)</b>		<b>(5,990)</b>	<b>3,258</b>	<b>17,550</b>	<b>10,213</b>
<b>OPENING CASH</b>		<b>10,799</b>	<b>4,809</b>	<b>8,067</b>	<b>25,617</b>
<b>CLOSING CASH</b>	17	<b>4,809</b>	<b>8,067</b>	<b>25,617</b>	<b>35,830</b>
Opening Balance of Loan Facility		1,031,537	1,031,537	1,031,537	931,537
Closing Balance of Loan Facility		1,031,537	1,031,537	931,537	931,537



### **Cash Flow Forecast Notes & Assumptions**

- 1.** Three Residents currently are on AHS Self-Managed Care (SMC) funding, two more residents are currently awaiting assessments by Homecare to be placed on SMC.
- 2.** The total of SMC income and room & board payments. The amount will increase with the additional clients. The average current assessed amount per resident for SMC and Room & Board is: \$2,458.00 per month.
- 3.** Salary is based on one live-in staff; USL will hire one additional live-in staff and split the hours equally maintaining current payroll. Uwams management will fill any voids and carry on day to day tasks.
- 4.** Interest charges are current monthly payments to Calvert Home Mortgage for previous loan, will increase with payments to BMO in November.
- 5.** Utilities are an average per month and remain relatively fixed, only what is paid out for 9504 2<sup>nd</sup> St. is shown.
- 6.** Office supplies are average and remains fixed, new office furniture and technology will increase this monthly amount.
- 7.** Telephone cable and internet has remained fixed still using the same providers and plans as previous H&K forecast.
- 8.** Insurance is a fixed amount per month and has increased over previous forecast, See insurance statement.
- 9.** Maintenance is average of plumber and Mechanical Company's maintenance costs.
- 10.** Uwams will make full payment to City of Calgary for previous and current year property taxes with proceeds from sale of Millrise property.
- 11.** Average monthly amount for gasoline, maintenance and payments for vehicles
- 12.** Advertising amount includes website fees and printing fees for brochure
- 13.** Average amount per month paid to WCB, account has credit and future amount will be based on number of employees per annual return.
- 14.** Is fixed based on roughly \$150.00 per client each month, costs will increase as new clients move in.
- 15.** The difference left to pay towards BMO arrears from the sale of the Millrise property and after real estate fees and caveat is paid out.
- 16.** Kahane Law has caveat on Millrise property for legal fees owing, will be paid out from proceeds from the sale of Millrise property.
- 17.** An Estimate of cash remaining after all expenses paid