Court File No. CV-20-00648456-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

B E T W E E N:

ALTERNA SAVINGS AND CREDIT UNION LIMITED

Applicant

\- and -

1140402 ONTARIO INC. O/A EMERALD LODGE

Respondent

IN THE MATTER OF AN APPLICATION PURSUANT TO 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

SECOND REPORT TO THE COURT SUBMITTED BY GRANT THORNTON LIMITED IN ITS CAPACITY AS RECEIVER

MARCH 22, 2021

Grant Thornton Limited
200 King Street West, 11th Floor
Toronto, Ontario, M5H 3T4

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INTRODUCTION

1. This report (the "**Second Report**") is filed by Grant Thornton Limited ("**GTL**") in its capacity as receiver and manager (in such capacities, the "**Receiver**"), without security, of all the assets, undertakings and properties of 11404402 Ontario Inc. operating as Emerald Lodge ("**Emerald Lodge**" or the "**Company**").

2. On September 25, 2020, on application by Alterna Savings and Credit Union Limited ("**Alterna**") to the Ontario Superior Court of Justice (Commercial List) (the "**Court**"), an

Order was issued (the "**Appointment Order**") appointing GTL as Receiver of Emerald Lodge. The said receivership proceedings shall be referred to herein as the "**Receivership Proceedings**". A copy of the Appointment Order is attached hereto as **Appendix "1"** to this Second Report of the Receiver. As of the date of this Second Report, Alterna's senior secured debt is $2,658,368.91 inclusive of all amounts advanced by Alterna to cover the fees and disbursements of the Receiver and its counsel throughout these proceedings to-date.

3. Emerald Lodge is the registered owner of certain real property located at 83-85 Emerald Street South, Hamilton, Ontario (the "**Property**"). The Company operated a residential care facility which offered personal care and assisted living for adults, people with disabilities and those with limited incomes (the "**Home**"). The majority of the revenue for Emerald Lodge was generated pursuant to a subsidy agreement (the "**Subsidy Agreement**") with the City of Hamilton (the "**City**").

4. As described in the Receiver's first report to the Court dated November 20, 2020 (the "**First Report**", a copy of which is attached hereto (without appendices) as **Appendix "2"**), after its appointment, the Receiver asked Stefanie Martino ("**Martino**"), the former president and sole officer and director of the Company, to continue day to day operational control. In mid-October of 2020, the Receiver became aware of a number of operational deficiencies which included a lack of basic COVID-19 screening of staff and residents, the existence of pests and a number of urgent repairs which were not being addressed by Martino. The City issued several orders in respect of these deficiencies. These critical health and safety issues were not adequately addressed by Martino and the Receiver was unable to find a replacement operator to operate the Home. The Receiver was concerned for the safety of the residents. On the evening of October 23, 2020, the City, with agreement from the Receiver, evacuated all residents of Emerald Lodge to ensure that residents would be provided better care and attention to their needs. The First Report provides a summary of these events and steps being taken by the Receiver after the closure. The Property has been secured at the direction of the Receiver and has remained vacant since the time of the closure of the Home.

5. The First Report also requested Court approval to undertake a sale process for the sale

of the Property (the "**Sale Process**"). On November 27, 2020, the Court issued an order (the "**Sale Process Order**" a copy of which is attached as **Appendix "3"**), among other things, approving the Sale Process.

6. At this time, the Receiver has entered into an agreement of purchase and sale with Realty Holdings Group ("**RHG**"), in trust for 83 Emerald Inc., for the Property (the "**RHG APS**") and requests the approval of the Court to complete such transaction (the "**Transaction**"). As discussed below, the RHG APS transaction is supported by Alterna, and, subject to approval by the Court and completion in accordance with its terms, represents a path to the completion of these proceedings.

PURPOSE OF THE SECOND REPORT

7. The purpose of this Second Report is to inform the Court of the Receiver's activities since the date of the First Report, and to support the Receiver's request for two Orders, described below:

   a) An approval and vesting order (the "**Approval and Vesting Order**"), among other things Approving the RHG APS and vesting title to r 83 Emerald Inc. upon closing of the Transaction; and

   b) An order (the "**Receivership Termination Order**"), among other things:

      i. Sealing the purchase price for the RHG APS, along with the confidential appendices to this Second Report;

      ii. Approving the conduct and activities of the Receiver as described in this Second Report;

      iii. Effective upon the filing by the Receiver of a certificate, discharging the GTL as receiver of the Company, and releasing GTL from any liability incurred in any way arising out of its capacity as Receiver of the within proceedings;

iv. Approving the fees of the Receiver and its counsel, Bennett Jones LLP ("**Bennett Jones**"), including the estimated legal fees and disbursements to complete the Transaction and otherwise complete these proceedings; and,

v. Approving the Receiver's statement of receipts and disbursements.

DISCLAIMER AND TERMS OF REFERENCE

8. In preparing this Second Report, the Receiver has relied upon the Company's books and records, unaudited financial information, various operational information provided by the Company, Martino, and other employees or consultants of the Company (collectively, the "**Information**"). Except as described in this Second Report, the Receiver has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would comply with Generally Accepted Assurance Standards ("**GAAS**") pursuant to the Chartered Professional Accountants of Canada Handbook.

9. This Second Report has been prepared for the use of this Court to provide general information and an update relating to these Receivership Proceedings for the purpose of assisting the Court in making a determination as to whether to approve the relief sought. Accordingly, this Second Report should not be relied on for any other purpose. The Receiver will not assume responsibility or liability for losses incurred as a result of the circulation, publication, reproduction or use of this Second Report for any other purpose.

10. All references to dollars are in Canadian currency unless otherwise noted.

11. Copies of materials filed in these Receivership Proceedings are available on the

Receiver’s case website at: http://www.grantthornton.ca/emeraldlodge.

ACTIVITIES OF THE RECEIVER

12. Since the First Report, the Receiver’s activities have included the following:

a) Undertaking the Sale Process;

b) Negotiating and ultimately executing the RHG APS, subject to the approval of this Court;

c) Visiting the Property regularly and ensuring its security;

d) Maintaining insurance policies to ensure adequate coverage during the pendency of these proceedings;

e) Managing the disbursements to utility companies, leasing companies, the security company and the consultant engaged by the Receiver for the ongoing maintenance and security of the Property;

f) Corresponding with Bennett Jones, Alterna and KLN Holdings Inc. ("**KLN**"), the Company's second-ranking secured creditor (as described in the First Report);

g) Filing the deregistration of the Right of First Refusal held by Riverview Pharmacy Ltd. ("**ROFR**", as described in the First Report) with the applicable Land Registry Office, as authorized and directed by the Sale Approval Order. The ROFR deregistration is attached to this Report as **Appendix "4"**;

h) Liaising with the City with regards to changing the zoning of the Property, in connection with the RHG APS;

i) Administering the Wage Earner Protection Program ("**WEPP**") and assisting former employees in filing claims pursuant to the WEPP;

j) Finalizing the Company's 2020 tax documents, including T4's and Records of Employments for terminated employees, and issuing such documents to employees and government authorities such as the Canada Revenue Agency ("**CRA**") and Service Canada;

k) Liaising with the CRA to request an audit of the Company's pre-receivership payroll records;

l) Administering the case website in accordance with the E-Service Protocol;

m) Liaising with RHG and its legal counsel regarding the Transaction and this motion for, among other things, a sale approval and vesting order; and,

n) Preparing this Second Report.

SALE PROCESS AND TRANSACTION

13. In the First Report, the Receiver explained that it had asked three commercial real estate brokers to provide proposals and that Cushman & Wakefield ("**Cushman**") and CBRE Limited ("**CBRE**" or together with Cushman the "**Potential Brokers**") provided proposals. The Sale Process Order approved the Sale Process as described in paragraphs 25-34 of the First Report, including providing the Receiver with the flexibility to retain one of the Potential Brokers or engage in direct negotiations with interested parties.

14. In the First Report, the Receiver explained that a number of parties had come forward and expressed an interest in the property. The Receiver also reached out to a number of experienced operators or parties known by Alterna that might have an interest in purchasing the Property. In total, the Receiver engaged in at least preliminary discussions with 12 parties about purchasing the Property. Discussions with most

interested parties did not move forward due to the fact that the purchase prices were too low, or that the potential transactions were conditional upon entering into a new subsidy arrangement with the City, which the City had indicated was not possible.

15. In late November of 2020, the Receiver was contacted by RHG. The Receiver has been advised by David Joy, a representative of RHG, that RHG is a property developer that is active in the Hamilton area, with experience in developing properties similar to the Property. Unlike the other interested parties, RHG had no interest in a Subsidy Agreement with the City and suggested a purchase price which the Receiver thought was attractive.

16. The Receiver's discussions with RHG unfolded slowly as RHG wanted certain assurances from the City regarding zoning and other proposed changes to the use of the Property. The Receiver considered whether it should continue discussions with RHG or retain one of the Potential Brokers to conduct a further canvassing of the market. Ultimately, the Receiver determined that it was very unlikely that the Receiver would be able to achieve a better result in such a process. The sale price per the RHG APS is significantly higher than the value of the Property as estimated by the Potential Brokers or as appraised by Colliers International Realty Advisors Inc. (the "**Colliers Appraisal**"); this is explained in further detail later in this Second Report. Furthermore, a sale to RHG avoided the costs of holding the Property for up to a year and the related commission costs. For these reasons, the Receiver decided to continue its discussions with RGH.

17. On March 12, 2021, the Receiver and RHG entered into the RHG APS. The RHG APS is attached to this Report as **Appendix "5"**. In order to preserve the marketability of the Property in the event the Transaction does not close, the purchase price has been redacted from the version of the RHG APS appended hereto, and the Receiver requests that this Court seal this information, along with certain other information related to the Property, as discussed below. An unredacted version of the RHG APS is found at **Confidential Appendix "1"**.

18. To summarize its key terms, the RHG APS:

    a) is conditional upon the approval of the Court pursuant to the form of approval and vesting order included in the Receiver's motion record, but is otherwise a firm and binding purchase and sale agreement;

b) provides for full satisfaction of the purchase price upon closing and no deposit has been provided;

c) contemplates the purchase and sale of the Property on an "as-is, where-is" basis, with no representations;

d) contains additional provisions typical to the sale of real property by a court-appointed receiver, including provisions negating the Receiver's liability in respect of the sale of the Property;

e) should the Court approve the RHG APS, it is anticipated that the transaction will close by March 31, 2021.

19. It is the Receiver’s understanding that financing for the Transaction will be provided by Alterna. Therefore, there will be no cash payment at closing since Alterna is both the replacement financier for the Purchaser and the senior secured creditor of the Company in these proceedings.

20. The Receiver believes this Court should approve the RHG APS and grant the Approval and Vesting Order the following reasons:

a) The Sale Process was conducted with efficacy and integrity and in accordance with the Sale Process Order, and the working out of the Sale Process was done in a way that was in the best interests of all stakeholders, having regard to the circumstances of these proceedings and the Property;

b) The Receiver has made sufficient efforts through its Court-approved Sale Process to obtain a value maximizing price for the Property;

c) The purchase price contemplated by the RHG APS is significantly higher than the appraised value per the Colliers Appraisal;

d) The purchase price contemplated by the RHG APS is significantly higher than the estimates for the Property provided by CBRE and Cushman;

e) A sale without engaging one of the Potential Brokers will reduce the holding costs (which could be significant as the assessments of value assuming holding the Property for up to one year) and commission costs of such a process;

f) Alterna is supportive of the RHG APS and the Transaction;

g) Counsel to KLN has been advised of the amount of the purchase price and has not provided any objection to the Receiver as of the date of this Second Report; and,

h) The Receiver believes the sale is in the best interests of all parties having regard to the circumstances of these proceedings and the Property.

21. A summary of the appraisal values and estimates has been provided in **Confidential Appendix "2"**, together with the appraisals and estimates themselves. It is requested and the Receivership Termination Order provides for the sealing of the confidential appendices to the Second Report. The Receiver is of the view that this information is required to be sealed in order to preserve the integrity of the Sale Process and permit the Receiver to continue to pursue a value maximizing transaction for the Property should the Transaction not close.

22. As was noted in the First Report, the Receiver received a legal opinion that, subject to the usual qualifications and assumptions, Alterna has a first ranking charge on the Property based on the order of registrations on title. Despite a purchase price which in the Receiver's view is reasonably high compared to the appraisal and other estimates of value available to the Receiver, the purchase price provided by the RHG APS is not high enough to repay Alterna's secured debt in full. As a result, there will be no distribution to

the Company's second-ranking secured creditor, KLN, or any other creditors in these proceedings.

23. The Receiver has kept counsel to KLN apprised of key developments throughout these proceedings, including with respect to the Sale Process, as well as the RHG APS. The Receiver provided KLN with copies of the letters of intent for the Property which were received by the Receiver and shared a letter from the City in which the City expressed that it had no intention of providing a new Subsidy Agreement to Emerald Lodge or any successor or future owner of the Property in the foreseeable future. The Receiver also shared with KLN the appraised value of the Property per the Colliers Appraisal and the view from the Potential Brokers that a public sales process was unlikely to result in any recovery to KLN. In an E-mail sent on February 19, 2021, the Receiver shared with KLN's counsel the purchase price of the RHG APS. Throughout these discussions, the Receiver has made it clear that it appeared very unlikely that Alterna would recover its debt in full and, accordingly, that KLN would not receive any distribution in the receivership.

24. The Receiver is of the view that the RHG APS is superior to all offers and expressions of interest received to date, and that it is in-line with any potential transaction for the Property that could have been generated through a broker-driven process, and therefore represents a value maximizing transaction for all stakeholders involved.

THE CANADA REVENUE AGENCY SUBORDINATED CLAIMS

25. As was noted in the First Report, the Receiver understands that source deductions totaling $91,279.10 (as of the date of the Appointment Order) relating to the period from February 2020 to September 2020 are owing by the Company to the CRA.

26. Since September 30, 2020, the Receiver has been liaising with the CRA and requesting that a payroll audit be performed. In the First Report, the Receiver committed to continue the dialogue with the CRA to verify the quantum of the source deductions. Due to the COVID-19 pandemic, the CRA was not able to perform a payroll audit in person as the Receiver requested. The CRA proposed the Receiver to upload the payroll documents

pertaining to the audit period on the Company's online business account. Unfortunately, to do so, the Receiver needed business account credentials for the Company, i.e. username, password and security questions. The Receiver attempted on several occasions to obtain the business account credentials from Martino without success. Subsequently, the Receiver attempted to gain access to the account by liaising with the CRA and the previous tax specialist used by the Company to prepare its corporate tax returns. All of these attempts were unsuccessful.

27. In early January 2021, the Receiver followed up on several occasions with the CRA. The Receiver was advised that the CRA agent assigned to the case of the Company was on a leave and that a new agent would be assigned to the case. Eventually, the Receiver was put in touch with a replacement representative at the CRA. The Receiver again asked for assistance in finding a way to provide the CRA with the payroll records so the CRA could perform the payroll audit requested by the Receiver. On March 5, 2021, the CRA offered to accept a fax of the payroll records. The Receiver faxed the payroll records to the CRA on March 9, 2021 and followed up again on March 12, 2021. During the week of March 15, 2021, the Receiver again followed up with CRA to express the urgency of finalizing the payroll audit. The Receiver understands that the CRA has not yet reviewed the records provided by the Receiver and, therefore, is unable to confirm if $91,279.10 is indeed the correct amount owing to the CRA.

28. While it is regrettable that the Receiver has been unable to receive confirmation of exactly how much is owing to CRA, regardless of the amount, the Receiver is advised by its legal counsel that the CRA's source deduction claims are subordinated to the secured mortgage claims of Alterna and KLN by operation of section 227(4) of the Income Tax Act and Regulation 2201 promulgated thereunder. The Receiver notes that its understanding that any payroll taxes owing are subordinate to Alterna and KLN was explained in its First Report.

29. The Receiver is advised by its legal counsel, Bennett Jones, that Alterna's mortgage charge on the Property was registered on or about October 15, 2019, and KLN's mortgage charge was registered on or about February 27, 2020. A copy of the parcel register for the Property as of March 17, 2021 is attached hereto as **Appendix 6**.

30. The CRA was served with the First Report and will be served with this Second Report and related motion record, should it disagree with the Receiver's position on the priority of Alterna and KLN over the CRA.

LEASED EQUIPMENT

31. The Receiver notes that the Company had entered into equipment leases (collectively, the "**Equipment Leases**") for certain interior lighting, boiler and furnace equipment (collectively, the "**Leased Equipment**") leased from RCAP Leasing Inc., Reliance Commercial Solutions and Equilease Corporation - Vault Credit Corporation, (collectively the **"Leasing Companies**"). The RHG APS provides that RHG will not assume the Equipment Leases or Leased Equipment upon closing.

32. The Receiver sent letters via E-mail to each of the Leasing Companies on March 17, 2021. In the letter, the Receiver noted that in accordance with RHG APS, the Property would be sold free and clear of any encumbrances including those relating to the Leased Equipment or Equipment Leases. Accordingly, the Receiver asked each of the Leasing Companies to coordinate with the Receiver and, at the expense of each of the Leasing Companies, have a qualified professional remove the Leased Equipment by no later than March 31, 2021. Attached as **Appendix "7"** are copies of the letters sent to each of the Leasing Companies.

33. The Receiver will pay for any unpaid monthly leasing costs owed to each of the Leasing Companies for services provided during the pendency of these proceedings, being the period from the issuance of the Appointment Order on September 25, 2020 to the anticipated closing of the Transaction on March 31, 2021. Claims for amounts owing under the Equipment Leases outside of the receivership period are unsecured claims against the Company that, like other unsecured claims against the Company, will not receive any distribution in these proceedings.

PROFESSIONAL FEES

34. Pursuant to paragraph 18 of the Appointment Order, the Receiver and its counsel are to be paid their reasonable fees and disbursements at their standard rates and charges, incurred both before and after the making of the Appointment Order. Pursuant to paragraph 19 of the Appointment Order, the Receiver and its counsel shall pass their accounts.

35. The Receiver seeks to have its fees and disbursements, including those of its legal counsel, approved by the Court. The Receiver and its counsel have maintained detailed records of their professional time and costs.

36. The total fees for the Receiver for the period of November 1, 2020 until March 12, 2021 were $77,416.00, plus disbursements of $6,397.67, plus HST of $10,895.78, for a total of $94,709.45. The time spent by the Receiver is more particularly described in the Affidavit of Rob Stelzer sworn March 21, 2021 (the "**Stelzer Affidavit"**), which is attached hereto as **Appendix "8"** and contains a copy of the invoice that sets out the services provided during this time period.

37. The total fees of Bennett Jones, as counsel to the Receiver, for the period of November 1, 2020 to March 13, 2021, were $63,084.50, plus disbursements of $1,719.91, plus HST of $8,382.98, for a total of $73,187.39. The time spent by Bennett Jones is more particularly described in the Affidavit of Raj Sahni sworn March 21, 2021 (the "**Sahni Affidavit**"), a copy of which is attached hereto as **Appendix "9"** and contains, among other things, a copy of the invoices that sets out the services provided during this period of time.

38. It is the Receiver's opinion that the fees and disbursements of the Receiver and Bennett Jones accurately reflect the work done by the Receiver and on behalf of the Receiver by Bennett Jones in connection with the receivership. It is the Receiver's opinion that the fees and disbursements of the Receiver and Bennett Jones are fair and reasonable and justified in the circumstances. The Receiver recommends approval of these accounts by this Honourable Court.

FINAL PROFESSIONAL FEES

39. The Receiver and its counsel Bennett Jones have estimated their final fees to be incurred to complete the Transaction and otherwise complete the administration of these receivership proceedings, as set out in the table below (the "**Future Estimated Fees**")

Professional Firm	Role	Future Estimated Fees
GTL	Receiver	$ 35,000
Bennett Jones	Receiver's Counsel	$ 50,850
		$ 85,850

40. The Receiver respectfully requests the approval of the Final Fees noted above. Alterna is supportive of these Final Fees.

THE RECEIVER'S FINAL R&D

41. Set out in this section are the receipts and disbursements of the Receiver (the "**Receiver's R&D**"). The column titled "Present" in the Receiver's R&D shows receipts and disbursements for the period from September 25, 2020 through until the date of this Second Report; receipts of $522,085 less disbursements of $210,227 and professional fees of $186,880 are shown, leading to total cash on hand of $44,056.

42. The column entitled "Future Estimate" in the Receiver's R&D shows expected future receipts and disbursements through until the Receiver's discharge. The Receiver notes that funding from Alterna of approximately $150,000 will vary depending upon the exact amount of operating costs, professional fees and other receivership costs up to the time these proceedings are completed. In the event that Alterna provides more funding than is necessary, the Receiver intends on returning any excess amounts back to Alterna in respect of its senior secured indebtedness. The Receiver notes that the projected R&D shows no receipts nor disbursements related to the sale of the Property; as was noted earlier in this Second Report, this is because Alterna is providing 100% financing for the RHG transaction.

STATEMENT OF RECEIPTS AND DISBURSEMENTS
OF EMERALD LODGE RECEIVERSHIP ACCOUNT

		Present	Future Estimate	Total
			CAD	
Cash Receipts				
	Funding from Alterna	338,112	151,491	489,603
	Subsidy from the City	78,165	-	78,165
	Resident Personal Needs Funding	47,317	-	47,317
	Other Rent Subsidies	30,089	-	30,089
	Opening Cash	27,456	-	27,456
	HST Receipt from CRA	-	1,562	1,562
	Other Receipts	1,256	-	1,256
	Total Cash Receipts	**$ 522,395**	**$ 153,053**	**$ 675,448**
Estate Disbursements				
	Residents Personal Needs Funds and Reimbursements	81,079	-	81,079
	Retained Employees Wages	58,129	-	58,129
	Realty Taxes	-	35,444	35,444
	Estimate of Future Operating Costs	-	15,000	15,000
	CRA Payroll Tax	10,687	-	10,687
	Estimate of Future Miscellaneous Expenses	-	10,000	10,000
	Insurance	9,338	-	9,338
	Payments to Leasing Companies	-	9,000	9,000
	Utilities	8,333	-	8,333
	Security	7,682	-	7,682
	Food Cost	3,924	-	3,924
	Repairs and Maintenance	3,679	-	3,679
	Outside Consulting and Accounting	3,547	-	3,547
	HST Paid	1,562	-	1,562
	Sundry	1,501	-	1,501
	Bank Charges	767	-	767
	Total Estate Disbursements	**$ 190,227**	**$ 69,444**	**$ 259,671**
Professional Fees (future fees include accrued fees and Future Estimated Fees)				
	Receiver	165,656	64,556	230,212
	Bennett Jones	89,347	63,109	152,456
	HST on Professional Fees	33,109		33,109
	Total Professional Fees	**$ 288,112**	**$ 127,665**	**$ 415,777**
	Total Estate Disbursements incl. Professional Fees	**$ 478,339**	**$ 197,109**	**$ 675,448**
Distributions				
	Distribution to Secured Creditor Alterna Savings per its Secured Cla	-	-	-
Cash on Hand		**$ 44,056**	**$ (44,056)**	**$ 0**

43. The Receiver respectfully requests the Court to approve the above Receiver's R&D.

44. In accordance with the Appointment Order, the funding from Alterna is supported by eight receiver's certificates which are summarized in **Appendix "10"** and total $338,111.98.

ACTIONS REQUIRED PRIOR TO DISCHARGE OF THE RECEIVER

45. The following activities need to be completed prior to the finalization of the receivership, which are listed as follows (collectively, the "**Remaining Duties**"):

a) Complete the Transaction as described above;

b) Prepare and submit the final statement of account and report of the Receiver, pursuant to s. 246(3) of the *Bankruptcy and Insolvency Act,* R.S.C. 1985, c. B-3, as amended;

c) Payment of the Final Fees, subject to approval of the Court;

d) Pay any residual balance to Alterna provided that the total payable is less than or equal to the total amount of Alterna's indebtedness; and,

e) Upon the completion of the Remaining Duties, the Receiver will file the Discharge Certificate in the form attached to the draft Discharge Order.

46. Once the Receiver has completed the Remaining Duties and filed the Discharge Certificate, the Receiver will have fulfilled its mandate as contemplated by the Receivership Order.

CONCLUSION AND RECOMMENDATION

47. For the reasons set out in this Second Report, the Receiver is of the view that the relief requested is reasonable and appropriate in the circumstances and respectfully recommends that this Honourable Court grants the requested relief, as set out in this Second Report.

ALL OF WHICH IS RESPECTFULLY SUBMITTED this 22nd day of March, 2021.

GRANT THORNTON LIMITED,
IN ITS CAPACITY AS THE COURT-APPOINTED RECEIVER
OF 1140402 ONTARIO INC. O/A EMERALD LODGE
AND NOT IN ITS PERSONAL OR CORPORATE CAPACITY

____
Rob Stelzer, CPA, CA, CIRP, LIT
Vice-President

Court File No. CV-20-00648456-00CL

APPLICATION PURSUANT TO 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. 43, AS AMENDED

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Respondent

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SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

SECOND REPORT OF GRANT THORNTON LIMITED, THE RECEIVER

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