

S.C. No. 98-A 0130

IN THE SUPREME COURT OF THE YUKON TERRITORY

BETWEEN:

CANADA MORTGAGE AND HOUSING CORPORATION

SUPREME COURT OF THE

SEP 01/1998

YUKON TERRITORY

PLAINTIFF

AND:

TINTINA HOUSING SOCIETY

DEFENDANT

ORDER

BEFORE THE HONOURABLE  
MR. JUSTICE HODGSON

TUESDAY, THE 1st DAY OF  
SEPTEMBER 1998

UPON THE APPLICATION of the Plaintiff coming on for hearing this day at Whitehorse;  
AND UPON HEARING Peter C. Lee, Counsel for the Plaintiff, and no one appearing on behalf of  
the Defendant, although duly served;

THIS COURT ORDERS that Deloitte & Touche Inc. of #2100 - 1055 Dunsmuir Street,  
Vancouver, BC, be and is hereby appointed as Receiver and Manager of all of the lands and premises  
set forth in the schedule hereto, with power to act at once and until the trial of this action or until  
further Order of this Court, with full authority to enter into possession of the said lands and premises,  
subject to existing tenancies, and to exercise other powers hereafter mentioned.

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AND THIS COURT FURTHER ORDERS that the Defendant and any other person having notice of this Order do forthwith deliver over to the said Receiver and Manager in its capacity as Receiver and Manager of the Defendant, all of the Defendant's books, documents, papers and records of every kind relating to the said lands and premises in its, his or her possession or control;

AND THIS COURT FURTHER ORDERS that the Receiver and Manager in its capacity as Receiver and Manager of the Defendant be and is hereby fully authorized and has the power to execute and prosecute any suit, proceeding or action at law or in equity as it may in its judgment deem necessary for the proper protection of the said lands, premises, books, documents, papers and records, and to appear in and conduct the defence of any such suit, proceeding or action now pending or which may be initiated in any court or before any administrative body against the Defendant, and the authority hereby conferred shall extend to such appeals as the Receiver and Manager shall deem proper and advisable in respect to any order, judgment or finding pronounced in any such suit, action or proceeding;

AND THIS COURT FURTHER ORDERS that no action at law or in equity or any other proceeding shall be taken or continued against the Receiver and Manager as Receiver and Manager, and no proceeding shall be taken or continued against the said property of the Defendant without leave of this court first being obtained;

AND THIS COURT FURTHER ORDERS that the Receiver and Manager shall be empowered to, and be at liberty to, employ such assistants as it may consider necessary for the purpose of preserving the said lands, premises, books, documents, papers and records, preparing financial statements and other documents as may be requested by the Plaintiff in connection with its deliberations concerning the subsidization of the said lands and premises, taking measures to bring the Defendant into compliance with its Urban Native Non-profit Housing Program Agreements with the Plaintiff, and generally acting as landlord of the subject lands and premises;

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AND THIS COURT FURTHER ORDERS that the Receiver and Manager as Receiver and Manager may enter into or make such arrangements and compromises with such other persons or parties as in its discretion may be necessary;

AND THIS COURT FURTHER ORDERS that any expenditure properly made and any indebtedness incurred by Deloitte & Touche Inc. as Receiver and Manager shall form a charge upon the said lands and premises of the Defendant in priority to any security interest of the Plaintiff and in priority to all charges, liens and encumbrances ranking subsequent thereto;

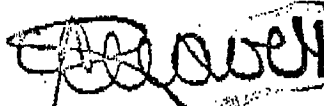
AND THIS COURT FURTHER ORDERS that the Receiver and Manager as Receiver and Manager may pass its accounts from time to time before the Registrar of this Honourable Court, who shall certify the results of the passing thereof, and at the time of passing such accounts the Registrar may fix and certify the remuneration and indemnification of the Receiver and Manager, which shall be at liberty before passing its accounts and applying to have its remuneration fixed to pay to itself in respect of its services as Receiver and Manager a reasonable amount, either monthly or at such longer intervals as it deems appropriate, which amounts shall constitute an advance against its remuneration and its own expenses, which when fixed shall form a charge upon the said lands and premises of the Defendant in priority to any security interest of the Plaintiff and in priority to all charges, liens and encumbrances ranking subsequent thereto;

AND THIS COURT FURTHER ORDERS that the requirement of a Receiver's Bond or Receiver's Security continues to be dispensed with;


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AND THIS COURT FURTHER ORDERS that the Receiver and Manager may from time to time apply to this Court for directions and guidance in the discharge of its duties hereunder;

BY THE COURT

  
REGISTRAR

APPROVED AS TO FORM:

  
Counsel for the Plaintiff

SCHEDULE**Property Details:**

- Lot One (1), Block Twenty (20)  
Watson Lake Wye Subdivision, Yukon Territory  
Plan Number 25447
- Lot Three (3), Block Twenty-Two (22)  
Watson Lake Wye Subdivision, Yukon Territory  
Plan Number 25447; (As per Affidavit 74810)
- Lot Five (5), Block Twenty-One (21)  
Watson Lake Wye Subdivision, Yukon Territory  
Plan Number 25447; (As per Affidavit 74810)
- Lot Three (3), Block Twenty-Three (23)  
Watson Lake Wye Subdivision, Yukon Territory  
Plan 26466
- Lot 13, Block 36, Plan 40427, Watson Lake Yukon
- Lot 11, Block 36, Plan 40427, Watson Lake, Yukon
- Lot 9, Block 36, Plan 40427, Watson Lake, Yukon
- Lot 4, Block 39, Plan 40427, Watson Lake, Yukon
- Lot 27, Block 36, Plan 40427, Watson Lake, Yukon
- Lot 20, Block 36, Plan 40427, Watson Lake, Yukon
- Lot 13, Block 37, Plan 40427, Watson Lake, Yukon
- Lot 7, Block 39, Plan 40427, Watson Lake, Yukon
- Lot Three (3), Block Five (5)  
Watson Lake Wye Subdivision, Yukon Territory  
Plan Number 22463
- Lot Three (3), Block Thirty-Seven (37)  
Watson Lake Wye Subdivision, Yukon Territory  
Plan Number 40427
- Lot Sixteen (16), Block Thirty-Six (36)  
Watson Lake Wye Subdivision, Yukon Territory  
Plan Number 40427

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~~Lot Two (2), Block Thirty-Four (34)~~  
Watson Lake Wye Subdivision, Yukon Territory  
Plan Number 40427

~~Lot Four (4)~~  
in Block Twenty-One (21)  
in the Watson Lake Wye Subdivision  
in the Yukon Territory  
under Plan Number 25447

~~Lot Five (5)~~  
Block Twenty-Two (22)  
Watson Lake Wye Subdivision  
Yukon Territory  
Plan Number 25447

~~Lot One (1)~~  
Block Thirty-Two (32)  
in the Watson Lake Wye Subdivision  
in the Yukon Territory  
under Plan Number 40427

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**ORDER**

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PCL:kbb:cvf