

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

FIRST NATIONAL FINANCIAL GP CORPORATION

Applicant

- and -

GOLDEN DRAGON HO 10 INC. and GOLDEN DRAGON HO 11 INC.

Respondents

APPLICATION UNDER Section 47 of the *Bankruptcy and Insolvency Act*
R.S.C. 1985, C. B-3, as amended

**APPLICATION RECORD
(VOLUME III of III)**

September 19, 2017

BLANEY MCMURTRY LLP
Barristers & Solicitors
2 Queen Street East, Suite 1500
Toronto ON M5C 3G5

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Lawyers for the Applicant

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TAB 30

This is **Exhibit "30"** referred to in the
Affidavit of
CHRISTOPHER SEBEN herein,
Sworn before me
this 19th day of September, 2017.



A Commissioner for Taking Affidavits

Notary Public & Commissioner, etc.,
State of Michigan,
My Commission Expires
01/01/2018

Patricia L. Keane

Subject: FW: First National and 345 Clarence/347 Clarence

From: Chi Ho [<mailto:chi.ho@chisuites.com>]
Sent: August 30, 2017 5:56 PM
To: Eric Golden
Subject: Re: First National and 345 Clarence/347 Clarence

Sorry but I am out of the country now to take care my mom terminal illness until the 8 of September. Until I am back there is very limited internet or phone that I can contact. Chi Ho

Sent from my iPhone

On Aug 31, 2017, at 4:35 AM, Eric Golden <egolden@blaney.com> wrote:

Chi,

In light of the myriad receivership proceedings involving Golden Dragon projects, FN cannot stay its enforcement proceedings or its inquiries. We received a response from Lynn Jaffray on the vacancy question, but not on our follow-up question regarding potential conversion of the units to student housing. See below and please provide a response as soon as possible.

From: Eric Golden
Sent: August 29, 2017 2:25 PM
To: 'Lynn Jaffray'
Subject: RE: First National and 345 Clarence/347 Clarence

Thanks for your email.

But our information today is that the vacancies (total and BMR), are as a result of conversion of the properties to student housing, and the on-going construction for that conversion.

Has the City/Ministry approved this conversion and the related construction, as the doubling up of tenants will likely be an issue with City compliance building/zoning by-laws.

Please provide any and all building permits that have been issued by the City in respect of the conversion and the construction.

Eric Golden
 Partner
 Co-chair, Business Reorganization & Insolvency Group
egolden@blaney.com
 <image001.png> 416-593-3927 | <image002.png> 416-596-2049

From: Lynn Jaffray [<mailto:lynn.jaffray@chisuites.com>]
Sent: August 29, 2017 12:50 PM
To: Eric Golden
Subject: Re: First National and 345 Clarence/347 Clarence

In regards to vacancies, we seem to be having a hard time renting units at the building since the news broadcasts stating that there was a meth lab in the building. There was never actually a meth lab in the building but that's what the news said so... people remember the address and look of the building as it was all over the news for quite a while!

https://www.google.ca/search?source=hp&q=meth+lab+at+345+barber+street&oq=meth+lab+at+345+barber+street&gs_l=psy-ab.3...399.7535.0.7654.32.30.1.0.0.0.151.3242.7j21.28.0....0...1.1.64.psy-ab..3.24.2711.0..0j0i131k1j0i22i30k1j0i22i10i30k1j33i160k1j33i22i29i30k1j33i21k1.f82UThVpu_s

As for the BMR units, we've gotten listings from Sana. She sends us 5-10 at a time. Aprox 90% of those that she's sent us do not qualify (they make too much money, or not enough; we've even had listings of people that already live in the BMR units in our building). 5% want 2 bedroom units and not 1 (which is what we have available). 2% don't even want to come see the place (meth lab). 2% come see it and are not interested. Less than 1% signs a lease. In fact we have only gotten 1 lease. We haven't gotten any other listings from Sana since the end of July 2017.

As to why tenants who should be in the BMR side of the building are in the 345 side... that was done before we owned the building. We have requested the tenants move to the BMR side but they don't want to. The previous owners also moved some tenants who are not BMR in to 347 so it has been quite a challenge.

We currently have 22 BMR tenants and only 1 vacant unit on the 347 side (which needs to be renovated as the BMR tenant that was there did a lot of damage). I'm not sure if they want us to start moving in more BMR people in to the non-BMR side... ?

Regards,

Diana Lacasse, Operations Manager

Chi Suites/Golden Dragon Ho/Ottawa Student Residence
300A-384 Bank Street
Ottawa, ON K2P 1Y4
P : [613-680-0727](tel:613-680-0727) ext. 105
F : [613-680-0229](tel:613-680-0229)
<image003.gif>

From: Chi Ho [<mailto:chi.ho@chisuites.com>]
Sent: August 29, 2017 5:41 PM
To: Eric Golden
Cc: Lynn Jaffray; Lisa.Goodfellow@ottawa.ca
Subject: Re: First National and 345 Clarence/347 Clarence

Hi Eric

I am away to take care of my mom terminal illness and won't be back by 8 of September. Please wait until I come back. In the meantime I will have no access to internet or phone. Please help me to extended until I come back. Chi Ho

Sent from my iPhone

On Aug 29, 2017, at 1:16 AM, Eric Golden <egolden@blaney.com> wrote:

My understanding is that Chi Van Ho is in email contact with other lenders who have initiated enforcement proceedings over other Golden Dragon projects.

Can you advise why the vacancy rate at both Clarence Properties is so high? (33 vacant units out of 80 at 345 Clarence, and 7 vacant units out of 30 at 347 Clarence).

And why there is a significant shortfall in occupied affordable rental units at both properties (only 8 at 345 Clarence, and 13 at 347 Clarence, whereas the required number is 30), as well as why the tenants at the 8 affordable housing units being occupied at 345 Clarence have not been moved to 347 Clarence?

I have copied Lisa Goodfellow at the City of Ottawa, who advised me that there is a long waiting list of tenants seeking affordable housing units for the Clarence Properties, and that Golden Dragon has access to this centralized wait list.

Eric Golden

Partner

Co-chair, Business Reorganization & Insolvency Group

egolden@blaney.com

<image002.png> 416-593-3927 | <image004.png> 416-596-2049

From: Lynn Jaffray [<mailto:lynn.jaffray@chisuites.com>]

Sent: August 28, 2017 12:24 PM

To: Eric Golden

Subject: Re: First National and 345 Clarence/347 Clarence

Hi Eric,

Chi is in Vietnam with his terminally ill mother.

Lynn Jaffray

Chi Suites

Virus-free. www.avast.com

On Mon, Aug 28, 2017 at 11:37 AM, Eric Golden <egolden@blaney.com> wrote:

Hello Chi and Lynn,

You are likely aware that we are counsel for FN.

We recently made demand on the Golden Dragon with respect to the FN mortgages over these properties. Today was the deadline.

However, we not heard back from Golden Dragon or Chi Van Ho. If we do no hear back by the end of the day today, FN will proceed with further enforcement over and above the demands.

<image009.png>

Eric Golden
Partner
Co-chair, Business Reorganization & Insolvency Group

egolden@blaney.com

<image011.png> 416-593-3927 | <image013.png> 416-596-2049

<image015.png> Blaney.com

<image017.png> <image018.png> <image019.png> <image020.png>

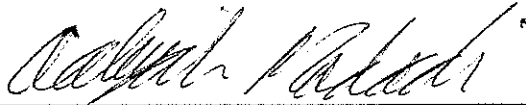
This communication is intended only for the party to whom it is addressed and may contain information which is privileged or confidential. Any other delivery, distribution, copying or disclosure is strictly prohibited and is not a waiver of privilege or confidentiality. If you have received this telecommunication in error, please notify the sender immediately by return electronic mail and destroy the message.

--

Lynn Jaffray
Chi Suites

TAB 31

This is **Exhibit “31”** referred to in the
Affidavit of
CHRISTOPHER SEBBEN herein,
Sworn before me
this 19th day of September, 2017.



A Commissioner for Taking Affidavits

Notary Public for the State of New Jersey
Notary Commission No. 12C12012010001
Notary Expires 09/30/2019

Eric Golden
416-593-3927
egolden@blaney.com

August 30, 2017

DELIVERED

Bob Lefebvre, Superintendent
Unit 507, 345 Barber Street, Ottawa, Ontario
Ottawa, ON
K1N 5R5

Dear Mr. Lefebvre:

**Re: First National Financial GP Corporation v. Golden Dragon Ho 10 Inc. ("GDH 10"), Golden Dragon Ho 11 Inc. ("GDH 11") and Quex Property Corporation ("Quex")
345 Barber Street, Ottawa aka 345 Clarence Street, Ottawa ("345 Clarence")
347 Barber Street, Ottawa aka 347 Clarence Street, Ottawa ("347 Clarence")
Attornment of Rents - Rents due September 1, 2017 and afterwards**

We are the lawyers for **First National Financial GP Corporation ("FN")**, which holds the first mortgage over 345 Clarence, and the first and second mortgages over 347 Clarence (collectively, the "**FN Mortgages**").

We understand that you are the superintendent for 345 Clarence and 347 Clarence (collectively, the "**Clarence Properties**"), and that as part of your duties and responsibilities you have collected or otherwise come into possession of rents payable by some of the tenants of the Clarence Properties, for rents due September 1, 2017, and onward.

The FN Mortgages were originally granted to FN by Quex Property Corporation ("**Quex**"). However, GDH 11 purchased 345 Clarence on or about May 24, 2016, and GDH 10 purchased 347 Clarence on or about May 24, 2016. As a result, Quex, GDH 10 and GDH 11 are now each liable for any and all amounts due and owing under the FN Mortgages.

The FN Mortgages are in default. FN has commenced enforcement proceedings against Quex, GDH 10 and GDH 11 for payment of the arrears due and owing under the FN Mortgages.

In that regard, FN is exercising its rights under the FN Mortgages to collect the rents due and owing for the Clarence Properties for September, 2017, as well as afterward. The property manager for FN, CLV Group Inc., is in the process of serving what are legally referred to as attornment documents, requiring all tenants at the Clarence Properties to remit their rents to or on behalf of FN going forward, beginning with the rents due September 1, 2017. Those rents must be paid to FN's property manager until further notice from FN.

You hereby directed to remit to CLV Group any and all rents for the Clarence Properties that are in, or come into, your possession (either to you directly, or to anyone on your behalf). CLV Group will then arrange for the tenants to issue replacement cheques payable to CLV Group. You are also required to provide the details of each tenancy at the Clarence Properties.


Failure to remit any of these rents to CLV Group, and/or remittance of any these rents to any other party including but not limited to Quex, GDH 10 or GDH 11, will result in your personal liability to FN for the rents.

- 2 -

If you have questions regarding the remittance of the rents to CLV Group and/or the attornment process, please contact me.

Yours very truly,

Blaney McMurtry LLP



Eric Golden

EG/plk



Blaney McMurtry LLP | Lawyers (T) 416-593-1221
 2 Queen Street East | Suite 1500 (W) Blaney.com
 Toronto, Ontario M5C 3G5

Eric Golden
 416-593-3927
 egolden@blaney.com

August 30, 2017

DELIVERED

Tenants
 345 Barber Street aka 345 Clarence Street
 347 Barber Street aka 347 Clarence Street
 Ottawa, ON
 K1N 5R5

Dear Sir/Madam:

**Re: First National Financial GP Corporation v. Golden Dragon Ho 10 Inc. ("GDH 10"),
 Golden Dragon Ho 11 Inc. ("GDH 11") and Quex Property Corporation ("Quex")
 345 Barber Street, Ottawa aka 345 Clarence Street, Ottawa ("345 Clarence")
 347 Barber Street, Ottawa aka 347 Clarence Street, Ottawa ("347 Clarence")
 Attornment of Rents - Rents due September 1, 2017 and afterwards**

We are the lawyers for **First National Financial GP Corporation ("FN")**, which holds the first mortgage over 345 Clarence, and the first and second mortgage over 347 Clarence (collectively, the "**FN Mortgages**").

The FN Mortgages were originally granted to FN by Quex Property Corporation ("**Quex**"). However, GDH 11 purchased 345 Clarence on or about May 24, 2016, and GDH 10 purchased 347 Clarence on or about May 24, 2016. As a result, Quex, GDH 10 and GDH 11 are now each liable for any and all amounts due and owing under the FN Mortgages.

The FN Mortgages are in default. FN has commenced enforcement proceedings against Quex, GDH 10 and GDH 11 for payment of the arrears due and owing under the FN Mortgages.

In that regard, FN is exercising its rights under the FN Mortgages to collect the rents due and owing for 345 Clarence and 347 Clarence for September, 2017, as well as afterward. The property manager for FN, CLV Group Inc., is in the process of serving what are legally referred to as attornment documents, requiring tenants to remit their rents to or on behalf of FN going forward, beginning with the rents due September 1, 2017. Those rents must be paid to FN's property manager until further notice from FN.

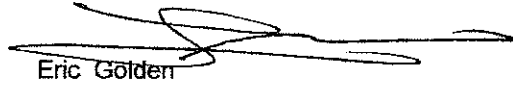
Failure to remit rents to FN, and/or payment of the rents to any other party including but not limited to Quex, GDH 10 or GDH 11, will result in liability to FN for the rents. If you have provided Quex, GDH 10, GDH 11 or anyone else with post-dated cheques for the rent owing beginning September 1, 2017, or any form of pre-authorized payment for the rent, a stop payment should be placed on the cheques and the pre-authorized payment should be cancelled.

- 2 -

You may have questions regarding the attornment process. If so, or if anyone other than FN's property manager attempts to collect the rents owing going forward, please contact me (416-593-3927; egolden@blaney.com) or my colleague Chad Kopach (416-593-2985; ckopach@blaney.com).

Yours very truly,

Blaney McMurtry LLP

A handwritten signature in black ink, appearing to read "Eric Golden", written over a horizontal line.

EG/plk
cc. Chad Kopach

TAB 32

This is **Exhibit "32"** referred to in the
Affidavit of
CHRISTOPHER SEBEN herein,
Sworn before me
this 19th day of September, 2017.



A Commissioner for Taking Affidavits

Aaliyah Madadi, a Commissioner, etc.,
Province of Ontario,
while a Student-at-Law.
Expires April 4, 2019.

Chad Kopach

From: Eric Golden

Sent: September 12, 2017 4:03 PM

To: 'Zucco, Meagan (MCSS)'

Cc: Chris Sebben; Naila Hemraj (naila.hemraj@firstnational.ca); Nicola Hume; Smith, Juliet (MCSS); Hanlon, Shelly (MCSS); Desouza, William (MCSS); Dompierre, Rachel (MCSS)

Subject: RE: Golden Dragon Ho - 345 & 347 Barber Street (formerly Clarence)

Hi Meghan,

Thanks for your email and the information below.

I understand that you have been co-ordinating payment of the MCSS rents with Bob Jarrett of CVL – thanks for that.

As for Golden Dragon, a receiver was recently appointed over 637, 647, 653 and 655 Johnson Street, Kingston, and we are aware of other receivership proceedings involving:

1. 1665-1668 Woodroffe Avenue and 5, 7, 9 & 11 Majestic Drive in Ottawa (Golden Dragon Ho 9 Inc.);
2. 366-386 Bank Street and 401-410 Gilmour Street, Ottawa (Golden Dragon Ho 2 and 4 Inc.); and
3. 64, 68 and 70 Reynolds Drive, Brockville, ON, 10, 14, 18 and 22 Salisbury Avenue, Brockville, ON, and 39 - 85 Costello Avenue, Ottawa (Golden Dragon Ho 5 and 7 Inc.)

I wasn't aware that over and above these properties, all of the properties set out below were no longer owned by the GDH Group.

-11,9,7 and 5 Majestic Drive Ottawa, ON K2G 1C5

-1664 and 1668 Woodroffe Ave Ottawa, ON K2G 1W4

-109 Doane Street Ottawa, ON K2B 6G8 – NOW DISTRICT REALTY

-2155, 2159, 2169 and 2173 Elmira Drive Ottawa, ON K2C 1H3 - NOW DISTRICT REALTY

-39,41,43,45,47,49,51,53,55,57,59,61,63,65,67,69,71,73,75,77,79,81,83,85
 Costello Ave Ottawa, ON K2H 7C3
 -344 and 348 Lacasse Ave Ottawa, ON K1L 7A9
 -10,14,18 and 22 Salisbury Ave Brockville, ON K6V 2T5
 -64,68 and 70 Reynolds Drive Brockville, ON K6V 2T5
 -10 and 20 Pearl Street Smiths Falls, ON K7A 5B5

Please let me know if you have any other questions.

Eric Golden
 Partner and
 Co-chair, Business Reorganization & Insolvency Group

416-593-3927 | 416-596-2049

From: Zucco, Meagan (MCSS) [<mailto:Meagan.Zucco@ontario.ca>]

Sent: September 08, 2017 8:43 AM

To: Eric Golden

Cc: Chris Sebben; Naila Hemraj (naila.hemraj@firstnational.ca); Nicola Hume; Smith, Juliet (MCSS); Hanlon, Shelly (MCSS); Desouza, William (MCSS); Dompierre, Rachel (MCSS)

Subject: RE: Golden Dragon Ho - 345 & 347 Barber Street (formerly Clarence)

Hello Eric

Thanks for getting in contact with me.

I am attempting to get all of the former Golden Dragon Ho pay directs issued to the right place for the next pay-run Sept 29th. I am going through our system but there are many Golden Dragon Ho records.

I was able to stop some of the Aug 31st pay directs (but probably not all of them, still investigating in our system) and have reissued some to landlord CLV (including a rather big one) and landlord District Realty. I will email Bob Jarett at CLV the list of all those tenants on the Aug 31st reissued cheque (Sept 1st rent) which are also corrected for the Sept 29th (Oct 1st rent) later this morning and can cc you on this.

Can you please tell me whether Golden Dragon Ho is still managing **ANY properties at all?**

So far, I have learnt:

1) From District Realty that they have taken over the following properties effective June 2, 2017:

- 2155 Elmira Dr. Ottawa, ON., K2C 1H3
- 2159 Elmira Dr. Ottawa, ON., K2C 1H3
- 2169 Elmira Dr. Ottawa, ON., K2C 1H3
- 2173 Elmira Dr. Ottawa, ON., K2C 1H3
- 109 Doane St. Ottawa ON., K2B 6G8

Our contact with District Realty who told us this info is this person:

Kimberley Armstrong
Residential Property Administrator

District Realty

50 Bayswater Avenue
Ottawa, Ontario K1Y 2E9

Phone: 613.759.8383 ext. 246

Fax: 613.759.8448

Email: kimberleyarmstrong@districtrealty.com

2) From CLV that they have taken over the following properties effective Sept 1, 2017:

-345 & 347 Barber Street (formerly 345 & 347 Clarence Street)

Our contact with CLV is:

BOB JARRETT

bob.jarrett@clv.com

CLV Group Inc.

175 Broad Street, Suite 100

Ottawa, Ontario K1P 1W1

t 613-561-1111

f 613-561-1111

e info@clv.com

w www.clv.com

3) From Golden Dragon Ho (now calling themselves Chi Suites), they have told me that they NO LONGER own the following properties (copying in the full email below with my notes in red font which confirm the Landlord's we know. For the rest, we do not know the managing landlord and cannot redirect any rent payments until we know)

From: Lisa Bilow [<mailto:lisa.bilow@chisuites.com>]

Sent: August 30, 2017 2:36 PM

To: Zucco, Meagan (MCSS)

Subject: Properties

Hi Meagan

As per our phone conversation we no longer own the following properties;

-11,9,7 and 5 Majestic Drive Ottawa, ON K2G 1C5

-1664 and 1668 Woodroffe Ave Ottawa, ON K2G 1W4

-109 Doane Street Ottawa, ON K2B 6G8 – NOW DISTRICT REALTY

-2155, 2159, 2169 and 2173 Elmira Drive Ottawa, ON K2C 1H3 - NOW DISTRICT REALTY

-39,41,43,45,47,49,51,53,55,57,59,61,63,65,67,69,71,73,75,77,79,81,83,85

Costello Ave Ottawa, ON K2H 7C3

-344 and 348 Lacasse Ave Ottawa, ON K1L 7A9

-10,14,18 and 22 Salisbury Ave Brockville, ON K6V 2T5

-64,68 and 70 Reynolds Drive Brockville, ON K6V 2T5

-10 and 20 Pearl Street Smiths Falls, ON K7A 5B5

--

Lisa

Leasing and Administration
CHI Suites Inc.
613-680-0727

Thank you kindly for your assistance.

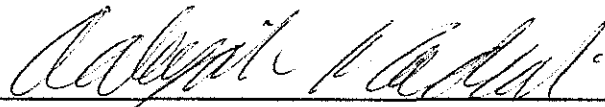
Meagan Zucco

ODSP Caseworker, Floater
351 Preston Street, 2nd Floor
Ottawa, ON K1S 2T7
Tel: 613-787-3969
Fax: 613-783-5961

Naila Hemraj from First National (cc'd on this email), will reply to this email.

TAB 33

This is **Exhibit “33”** referred to in the
Affidavit of
CHRISTOPHER SEBBEN herein,
Sworn before me
this 19th day of September, 2017.



A Commissioner for Taking Affidavits

Aaliyah Madadi, a Commissioner, etc.,
Province of Ontario,
while a Student-at-Law.
Expires April 4, 2019.

GOLDEN DRAGON HO INC.

384 Bank Street, Unit 300A, Ottawa, ON, K2P 1Y4

Tel: 613-680-0727 Fax: 613-680-0229 Email: service@chisuites.com

September 1, 2017

Attn: Mr. Robert Lefebvre

Re: 345-347 Barber Street (formally Clarence St), Ottawa.

Dear Mr. Lefebvre,

Please accept this letter as a formal letter of termination of your employment effective immediately for the property listed above. You are now paid up to date on all of your wages.

Should you require any other information or clarifications, please let me know.

We wish you best of luck in your Future endeavors.

Best regards,



Diana Lacasse, Operations Manager
Golden Dragon Ho Inc., a Chi Suites company.

Request ID: 020709119
 Transaction ID: 65635961
 Category ID: UN/E

Province of Ontario
 Ministry of Government Services

Date Report Produced: 2017/09/14
 Time Report Produced: 13:03:40
 Page: 1

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name	Amalgamation Date
1828524	GOLDEN DRAGON HO INC.	2011/06/27
		Jurisdiction
		ONTARIO
Corporation Type	Corporation Status	Former Jurisdiction
ONTARIO BUSINESS CORP.	ACTIVE	NOT APPLICABLE
Registered Office Address	Date Amalgamated	Amalgamation Ind.
27 BEECHWOOD	NOT APPLICABLE	A
Suite # 338 OTTAWA ONTARIO CANADA K1M 1M2	New Amal. Number	Notice Date
	NOT APPLICABLE	NOT APPLICABLE
		Letter Date
		NOT APPLICABLE
Mailing Address	Revival Date	Continuation Date
37 BEECHWOOD AVENUE	NOT APPLICABLE	NOT APPLICABLE
Suite # 338 OTTAWA ONTARIO CANADA K1M 1M2	Transferred Out Date	Cancel/Inactive Date
	NOT APPLICABLE	NOT APPLICABLE
	EP Licence Eff.Date	EP Licence Term.Date
	NOT APPLICABLE	NOT APPLICABLE
	Number of Directors Minimum Maximum	Date Commenced in Ontario
	00001 00010	NOT APPLICABLE
Activity Classification		Date Ceased in Ontario
NOT AVAILABLE		NOT APPLICABLE

Request ID: 020709119
Transaction ID: 65635961
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2017/09/14
Time Report Produced: 13:03:40
Page: 2

CORPORATION PROFILE REPORT

Ontario Corp Number

Corporation Name

1828524

GOLDEN DRAGON HO INC.

Corporate Name History

Effective Date

GOLDEN DRAGON HO INC.

2011/06/27

Current Business Name(s) Exist:

NO

Expired Business Name(s) Exist:

NO

Amalgamating Corporations

Corporation Name

Corporate Number

GOLDEN DRAGON HO INC.

1633640

GOLDEN DRAGON HO 1 INC.

1663406

Request ID: 020709119
 Transaction ID: 65635961
 Category ID: UN/E

Province of Ontario
 Ministry of Government Services

Date Report Produced: 2017/09/14
 Time Report Produced: 13:03:40
 Page: 3

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name	
1828524	GOLDEN DRAGON HO INC.	
Administrator: Name (Individual / Corporation)	Address	
CHI VAN HO	338-27 BEECHWOOD AVENUE OTTAWA ONTARIO CANADA K1M 1M2	
Date Began	First Director	
2011/06/27	NOT APPLICABLE	
Designation	Officer Type	Resident Canadian
DIRECTOR		Y
Administrator: Name (Individual / Corporation)	Address	
CHI VAN HO	338-27 BEECHWOOD AVENUE OTTAWA ONTARIO CANADA K1M 1M2	
Date Began	First Director	
2011/06/27	NOT APPLICABLE	
Designation	Officer Type	Resident Canadian
OFFICER	PRESIDENT	Y

Request ID: 020709119
 Transaction ID: 65635961
 Category ID: UN/E

Province of Ontario
 Ministry of Government Services

Date Report Produced: 2017/09/14
 Time Report Produced: 13:03:40
 Page: 4

CORPORATION PROFILE REPORT

Ontario Corp Number

1828524

Corporation Name

GOLDEN DRAGON HO INC.

Administrator:

Name (Individual / Corporation)

CHI VAN
 HO

Address

338-27 BEECHWOOD AVENUE

 OTTAWA
 ONTARIO
 CANADA K1M 1M2

Date Began

2011/06/27

First Director

NOT APPLICABLE

Designation

OFFICER

Officer Type

SECRETARY

Resident Canadian

Y

Administrator:

Name (Individual / Corporation)

CHI VAN
 HO

Address

338-27 BEECHWOOD AVENUE

 OTTAWA
 ONTARIO
 CANADA K1M 1M2

Date Began

2011/06/27

First Director

NOT APPLICABLE

Designation

OFFICER

Officer Type

TREASURER

Resident Canadian

Y

Request ID: 020709119
Transaction ID: 65635961
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2017/09/14
Time Report Produced: 13:03:40
Page: 5

CORPORATION PROFILE REPORT

Ontario Corp Number

Corporation Name

1828524

GOLDEN DRAGON HO INC.

Last Document Recorded

Act/Code	Description	Form	Date
CIA	ANNUAL RETURN 2011	1C	2014/11/08 (ELECTRONIC FILING)

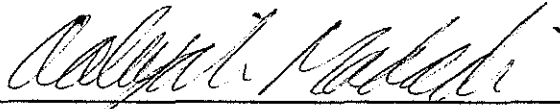
THIS REPORT SETS OUT THE MOST RECENT INFORMATION FILED BY THE CORPORATION ON OR AFTER JUNE 27, 1992, AND RECORDED IN THE ONTARIO BUSINESS INFORMATION SYSTEM AS AT THE DATE AND TIME OF PRINTING. ALL PERSONS WHO ARE RECORDED AS CURRENT DIRECTORS OR OFFICERS ARE INCLUDED IN THE LIST OF ADMINISTRATORS.

ADDITIONAL HISTORICAL INFORMATION MAY EXIST ON MICROFICHE.

The issuance of this report in electronic form is authorized by the Ministry of Government Services

TAB 34

This is **Exhibit “34”** referred to in the
Affidavit of
CHRISTOPHER SEBBEN herein,
Sworn before me
this 19th day of September, 2017.



A Commissioner for Taking Affidavits

Aaliyah Madadi, a Commissioner, etc.,
Province of Ontario,
while a Student-at-Law.
Expires April 4, 2019.



Baseline Property Condition Assessment

345 Barber Street and 86
Beausoleil Drive, Ottawa, Ontario

Prepared for:

First National Financial LP

100 University Avenue, Suite 700
Toronto, ON M5J 1V6

Attention: Nicola Hume

August 18, 2017

Pinchin File: 209736



Baseline Property Condition Assessment
 345 Barber Street and 86 Beausoleil Drive, Ottawa, Ontario
 First National Financial LP

August 18, 2017
 Pinchin File: 209736

Issued to: First National Financial LP
Contact: Nicola Hume
Issued on: August 18, 2017
Pinchin file: 209736
Issuing Office: 1 Hines Road, Suite 200, Kanata,
 ON K2K 3C7
Primary Pinchin
Contact: Robert McAdam
 Senior Project Manager

Assessor: Wesley Tabaczuk, P.Eng.
 Project Manager
 1-613-592-3387 Ext. 1829
wtabaczuk@pinchin.com

Author: Robert McAdam, C.E.T.
 Senior Project Manager
 1-613-592-3387 Ext. 1809
rmcadam@pinchin.com

Reviewer: Majid Milani-Nia, P.Eng.
 Senior Project Engineer
 1-613-592-3387 Ext. 1805
mmilaninia@pinchin.com



EXECUTIVE SUMMARY

Pinchin Ltd. (Pinchin) was retained by Nicola Hume of First National Financial LP (Client) to conduct a Baseline Property Condition Assessment (BPCA), subject to the limitations outlined in Section 6.0 of this report. As discussed with the Client this service did not include any specialist review of items such as mechanical/electrical systems, structural components, elevators, etc. The municipal addresses for the property are 345 Barber Street and 86 Beausoleil Drive, Ottawa, Ontario (the Site). Wesley Tabaczuk, of Pinchin Ltd. (Pinchin), conducted a visual assessment of the Site on August 9, 2017 at which time Pinchin interviewed and was accompanied by Mr. Bob Lefebvre, the Superintendent for the Site (hereafter referred to as the Site Representative).

Pinchin was advised by the Client that the purpose of the BPCA was to assess visible deficiencies in relation to the potential financing of the Site.

The Site is a rectangular-shaped property approximately 0.4 acres in area and is located on the northwest corner of Barber Street (formerly Clarence Street) and Beausoleil Drive in Ottawa, Ontario. The Site is occupied by a seven storey, 78 unit, residential apartment building (the Site Building).

The south portion of the Site Building is reported to have been constructed in approximately 1964 with the northwest portion added in 2007. The Site Building possesses a footprint area of approximately 13,020 Square Feet (ft²) and total building area of approximately 91,140 ft². The Site Building possesses asphalt surfaced parking areas adjacent to the north elevation of the Site Building with parking provisions reportedly for approximately 22 vehicles.

The Site Building is constructed with a lower level cast-in-place concrete slab-on-grade with cast-in-place concrete foundation walls. The superstructure of the Site Building is comprised of load bearing concrete block masonry walls which support composite (i.e., concrete laid in a steel pan) floor slabs and roof decking. The exterior walls of the Site Building are clad with brick masonry on all elevations of the original portion with a combination of Exterior Insulation and Finishing Systems (EIFS) and preformed metal cladding noted on the 2007 addition.

The Site Building appears to be in satisfactory condition, commensurate with its age for the original portion, and in comparable standing to other similar residential properties in the area.

Based on our visual assessment the Site Building appears to have been constructed in general accordance with standard building practices in place at the times of construction.

The assessment did not reveal any visual evidence of major structural failures, soil erosion or differential settlement.



No immediate repair requirements were noted. Repair requirements (under replacement reserves) over the term of the analysis (i.e., 10 years) of \$248,100 have been identified. As noted during the Site visit, deficiencies relating to the roof systems, wall systems, balcony systems, elevator systems, interior finishes and Site features were noted. Of particular note, recommendations, repairs and replacements for the following items are included throughout the term of the analysis:

- Replacement of the Inverted Roof Membrane Assembly (IRMA) atop the original portion of the Site Building within the term of the analysis;
- Repairs to the brick masonry and EIFS cladding systems;
- Painting of the wood window frames;
- Repairs to the concrete balcony slabs and painting of portions of the balustrades;
- Allowances for modernization of the elevator system;
- Repairs to the interior finishes; and
- Allowances for repairs to the walkways.

Regular maintenance should be conducted on the roof systems, wall systems, balcony systems, structural elements, elevator systems, interior finishes, Site features and the mechanical/electrical systems to ensure that the Projected Useful Life (PUL) of the major components is realized. Repair costs for the aforementioned items have been included over the term of the analysis (i.e., 10 years) included within Appendix I. The specific deficiencies identified during the BPCA and their associated recommendations for repair are described in the main body of the report. These deficiencies should be corrected as part of routine maintenance unless otherwise stated within the report. Costs associated with desired upgrades have not been carried.

This Executive Summary is subject to the same standard limitations as contained in the report and must be read in conjunction with the entire report.



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APPENDICES

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1.0 INTRODUCTION

Pinchin Ltd. (Pinchin) was retained by Nicola Hume of First National Financial LP (Client) to conduct a Baseline Property Condition Assessment (BPCA), subject to the limitations outlined in Section 6.0 of this report. As discussed with the Client this service did not include any specialist review of items such as mechanical/electrical systems, structural components, elevators, etc. The municipal addresses for the property are 345 Barber Street and 86 Beausoleil Drive, Ottawa, Ontario (the Site). Wesley Tabaczuk, of Pinchin Ltd. (Pinchin), conducted a visual assessment of the Site on August 9, 2017 at which time Pinchin interviewed and was accompanied by Mr. Bob Lefebvre, the Superintendent for the Site (hereafter referred to as the Site Representative).

Pinchin was advised by the Client that the purpose of the BPCA was to assess visible deficiencies in relation to the potential financing of the Site.

The Client has advised Pinchin that no previous Baseline Property Condition Assessments or other building reports have been prepared for the Site.

The results of the BPCA are presented in the following report. This report is subject to the Limitations discussed in Section 6.0.

2.0 SCOPE AND METHODOLOGY

The scope of the BPCA included a visual examination (without any intrusive testing or demolition of finishes to observe hidden areas) of the following:

- the building envelope, comprised of the exterior walls, windows, exterior doors and roof systems;
- the balcony systems;
- the structural elements (i.e., slabs, beams, columns and walls);
- the elevator systems;
- the interior finishes of the common areas and a selection of individual tenant suites;
- the Site features;
- the mechanical systems (i.e., heating boilers, domestic hot water, etc.); and
- the electrical systems.

The object of the BPCA included the following:

- a visual examination of the property in order to assess the condition of the major elements;



- review of general documentation on the repair/maintenance history of the elements, if available;
- cursory review of previous reports pertaining to the Site Building, if made available by the Site Representative;
- interviews and discussions with on-Site personnel regarding the repair/maintenance conducted on the Site Building;
- documentation of observed existing deficiencies observed within the various elements;
- photographic documentation of various components and observed deficiencies; and
- compilation of Pinchin's findings in a formal written report including observed deficiencies, together with a list of recommendations for repair/replacement with associated estimated costs for both short and long term.

The report provides:

- a basic description of each of the various major components of the Site Building;
- a list of deficiencies noted with respect to the components examined; and
- recommendations and cost estimates for the corrections recommended.

Cost estimates provided in this report are preliminary Class "D" and provided only as an indication of the order of magnitude of the remedial work. These values have been arrived at by determining a representative quantity from the visual observations made at the time of our Site visit and by applying current market value unit costs to such quantities and or a reasonable lump sum allowance for the work. More precise cost estimates would require more detailed investigation to define the scope of work. They are not intended to warrant that the final costs will not exceed these amounts or that all costs are covered. The estimates assume the work is performed at one time and do not include costs for potential de-mobilization and re-mobilization if repairs/replacement are spread out over the term of analysis.

All costs are identified in 2017 Canadian Dollars, and do not include consulting fees or applicable taxes. (For consulting fees, Pinchin typically recommends a budget allowance of 10% to 15% of the costs identified).

All cost estimates assume that regular annual maintenance and repairs will be performed to all building elements at the facility. No cost allowance is carried for this regular maintenance.

The cost estimates provided in this report are based on costs of past repairs at similar buildings, recent costing data such as "RS Means Repair and Remodelling Cost Data – Commercial/Residential" and "Hanscomb's Yardsticks for Costing", or Pinchin's professional judgment.



Unless otherwise stated, the replacement costs identified for an element reflects the cost to remove and replace the existing element with the same type of element.

3.0 OBSERVATIONS AND COMMENTS

3.1 Site Information



General view of the south elevation of the Site Building.



General view of the east elevation of the Site Building.



General view of the west elevation of the original portion of the Site Building.



General view of the west elevation of the addition portion of the Site Building.



General view of the north elevation of the original portion of the Site Building.



Table 3.1 – Site Information

Site Occupant/Name	Residential Apartment Building		
Site Address	345 Barber Street and 86 Beausoleil Drive, Ottawa, Ontario		
<i>Existing Land Use Type</i>	Residential	<i>Primary On-Site Activity</i>	Apartment Building
<i>Multi-Tenant/Single Occupant</i>	Multi-Tenant	<i>Number of Units</i>	78
<i>Date First Developed</i>	Unknown	<i>Site Area</i>	~ 0.4 acres
<i>Number of Buildings</i>	One	<i>Building Footprint Area</i>	~ 13,020 ft ²
<i>Number of Stories (Excluding Basement)</i>	Seven	<i>Total Building Area</i>	~ 91,140 ft ²
<i>Date Building(s) Constructed</i>	~ 1964 With addition to northeast in 2007	<i>Area of Tenant Spaces</i>	Varies
<i>Date Building(s) Renovated</i>	Ongoing	<i>Basement and/or U/G Parking</i>	Basement (considered 1 st floor)
<i>Type of Roof System(s)</i>	Inverted Roof Membrane Assembly (IRMA) Modified bitumen membrane Sloped metal roof	<i>Number of Levels U/G</i>	One
<i>Type of Wall Cladding</i>	Brick masonry Exterior Insulation and Finishing Systems (EIFS) Pre-formed metal siding	<i>Area of Roof System(s)</i>	~13,020 ft ²
<i>Type of Doors</i>	Single Glazed (SG) units within aluminum frames Solid wood doors within metal frames Hollow metal doors within metal frames Insulated core metal clad doors within wood frames	<i>Types of Windows</i>	Operable (i.e., horizontally sliding) SG and Insulated Glass (IG) units within aluminum and PVC frames
<i>Above Grade Parking Area</i>	Asphalt surfaced 22 vehicles	<i>Electrical Source</i>	Hydro Ottawa



Table 3.1 – Site Information

Site Occupant/Name	Residential Apartment Building		
Site Address	345 Barber Street and 86 Beausoleil Drive, Ottawa, Ontario		
<i>Surface Type</i>	Asphalt/Concrete/Grass	<i>Type of Heating/Cooling</i>	Natural gas-fired boiler which feeds hydronic radiators Natural gas-fired Make Up Air (MUA) unit

3.2 Roof Systems

The roof systems of the Site Building consist primarily of Inverted Roof Membrane Assemblies (IRMA) comprised of a layer of crushed stone ballast with a filter fabric (atop the 2007 addition), overlying a layer of rigid thermal insulation atop a primary membrane atop a composite roof deck.

Neither the type of membrane, nor the type or the thickness of the insulation could be verified, as the scope of the work did not include destructive testing.

In addition to the IRMA systems a modified bitumen membrane was noted at the entrance canopy on the south elevation and a preformed metal roof was noted atop the mechanical penthouse of the 2007 addition.

Drainage of the roof systems is provided by internal roof drains which presumably drain to the municipal sewer system. The roof systems consist of two main roof systems, two penthouse roof systems, and the entrance canopy roof. The Site Representative reported that the roof systems atop the addition were installed in 2007 (i.e., ~ 10 years old) while the age of the remaining roof systems is unknown. Based on the appearance of the flashings, the IRMA system of the original portion appears to be approximately 20 years old.

Penetrations through the roof system consist of plumbing vents, roof drains and pitch pockets serving conduits. The total area of the IRMA systems is approximately 12,353 ft² with the area of the metal roofing being approximately 667ft² and the modified bitumen canopy estimated at 40 ft². Active leaking within the original portion IRMA roof system was reported during the assessment in the vicinity of the stairwell penthouse.



Table 3.2 outlines the findings of the inspection of the roof systems:

Table 3.2 – Roof Systems	
Findings	Remarks/Recommendations
Major Deficiencies/Findings	
<ul style="list-style-type: none"> The IRMA system of the original portion of the Site Building is estimated to be approximately 20 years old and will reach its PUL within the term of the analysis. 	<ul style="list-style-type: none"> Pinchin has carried an allowance for future replacement of the original portion IRMA system.
Minor Deficiencies/Findings	
<ul style="list-style-type: none"> Active leaking was reported within the IRMA system in the vicinity of the stairwell penthouse. 	<ul style="list-style-type: none"> Repair the leak in the short term.
<ul style="list-style-type: none"> Areas of exposed insulation were noted within the original IRMA system. 	<ul style="list-style-type: none"> Cover the insulation of the IRMA system with ballast.
<ul style="list-style-type: none"> An opening was noted in the perimeter membrane flashing of the stairwell penthouse. 	<ul style="list-style-type: none"> Repair the membrane.



View of the IRMA system atop the original portion of the Site Building.



View of the IRMA system atop the addition portion of the Site Building.



View of polyethylene sheeting installed at the entrance of the stairwell penthouse.



View of exposed insulation within the original portion IRMA system.



View of an opening in the perimeter membrane flashing at the stairwell penthouse.

It has been Pinchin's experience that the Projected Useful Life (PUL) of IRMA and modified bitumen systems range between 23-25 years with the PUL of metal roofing systems ranging from 25-35 years, depending on the quality of building materials used, the quality of workmanship during installation and the level to which the roof system has been maintained. The IRMA and metal roofing systems atop the



addition portion of the Site Building are reportedly approximately 10 years old while the original IRMA system is estimated to be approximately 20 years old.

Pinchin recommends that the above noted minor deficiencies be addressed in the short term and that regular annual maintenance be performed on the roof systems throughout the term of the analysis. Pinchin has carried an allowance for future replacement of the original portion IRMA system within the term of the analysis.

3.3 Wall Systems

The exterior walls of the Site Building are clad with brick masonry on all elevations of the original portion of the Site Building with a combination of Exterior Insulation and Finishing Systems (EIFS) and preformed metal cladding noted on the 2007 addition. The back-up wall systems serving the Site Building were noted to consist of concrete block masonry walls within the original portion.

The window systems of the Site Building consist of operable (i.e., horizontally-sliding) units which are set into punched openings on all elevations. The windows consist of a combination of two layers of Single Glazed (SG) units within aluminum frames in wood framing on the original portion and Insulated Glass (IG) units set within PVC frames at the addition portion.

Exterior doors serving the Site Building are comprised of SG units set into aluminum frames located at the main entrance on the south elevation of the building. Secondary entrance doors serving the Site Building consist of hollow metal doors within metal frames located on the north and south elevations of the building. Doors leading into the mechanical rooms consist of painted hollow metal doors within metal frames. Doors serving the stairwells consist of hollow core metal doors within metal frames complete with Georgian Wire Glass (GWG) inserts. Doors providing access to the individual suites consist of solid core wood doors set into hollow metal frames. Doors providing access and egress from the balconies consist of SG aluminum framed sliding doors. The three units located on the northeast portion of the ground floor level of the addition were noted to also possess insulated core metal clad wood doors within wood frames.

It should be noted that due to the fact that the scope of work did not include any intrusive/destructive testing the presence or condition of brick ties behind the masonry walls could not be visually inspected however based on the brick pattern they are likely integrated into the concrete block masonry back-up walls.



Table 3.3 outlines the findings of the inspection of the wall systems:

Table 3.3 – Wall Systems	
Findings	Remarks/Recommendations
Major Deficiencies/Findings	
<ul style="list-style-type: none"> None observed/reported. 	<ul style="list-style-type: none"> None required.
Minor Deficiencies/Findings	
<ul style="list-style-type: none"> Delaminating paint and parging were noted on the stairwell penthouse. 	<ul style="list-style-type: none"> Repair the parging and refinish the paint.
<ul style="list-style-type: none"> Areas of EIFS damage and cracking were noted on the north elevation. 	<ul style="list-style-type: none"> Repair the damaged EIFS.
<ul style="list-style-type: none"> Delaminated brick and mortar were noted on the balcony and wall of unit 707 and isolated locations of the east elevation. 	<ul style="list-style-type: none"> Repair the delaminated bricks and mortar.
<ul style="list-style-type: none"> Flaking paint was noted on the wood casings of the original portion window systems. 	<ul style="list-style-type: none"> Refinish the wood framing.



View of the windows and brick of the original portion of the Site Building.



View of the delaminated brick noted from the balcony of unit 707.



Additional view of the delaminated brick noted from the balcony of unit 707.



View of delaminated parging and brick noted on the stairwell penthouse.



View of delaminated paint on the stairwell penthouse.



View of delaminated brick noted on the east elevation.



View of cracking in the base of the EIFS on the north elevation.

The wall, window and door systems of the Site Building were generally noted to be in satisfactory condition at the time of the Site visit with the above noted deficiencies.

Typical buildings of this age (i.e., original portion) may contain PCBs in mastics, caulking and window putties. Testing for the presence of PCBs in these materials is beyond the scope of this BPCA report. The



potential presence of PCBs in these materials could give rise to additional costs in future if extensive renovation requiring removal of these materials or demolition activities are undertaken at the Site. The extent of such potential issues could not be assessed as part of this BPCA report.

It has been Pinchin's experience that stucco and EIFS are prone to micro cracking which may permit water infiltration overtime. Pinchin recommends that the stucco and EIFS be monitored throughout the term of the analysis and if deficiencies are observed, that they be repaired.

Assuming the above mentioned deficiencies are addressed and that regular annual maintenance is performed there should be no major expenditures required relating to the walls, windows and door systems of the Site Building throughout the term of the analysis.

3.4 Balcony Systems

The balcony systems of the Site Building consist of cantilevered reinforced concrete balcony slabs which are an extension of the composite floor slabs. Partial overhead protection is present in the form of the above balcony slabs. The balconies are located on the north and south elevations of the original portion of the Site Building. Fall protection for the balcony systems is provided by a combination of metal rails and panels. Privacy divider panels consist of steel privacy panels which are mechanically fastened to the building. The balcony systems do not possess a waterproofing membrane. Any water accumulated on the balcony systems is drained via surface drainage. The balcony systems were generally noted to be in satisfactory condition, commensurate with their age and considering the fact that no waterproofing membrane exists.

During the Site visit access was gained to approximately 12% of the 50 balconies consisting of unit #s 304, 306, 501, 506, 707 and 715

Table 3.4 outlines the findings of the Balcony Systems:

Table 3.4 – Balcony Systems	
Findings	Remarks/Recommendations
Major Deficiencies/Findings	
<ul style="list-style-type: none"> None observed/reported. 	<ul style="list-style-type: none"> None required.
Minor Deficiencies/Findings	
<ul style="list-style-type: none"> Isolated areas of delaminated concrete were observed. 	<ul style="list-style-type: none"> Repair the delaminated concrete.
<ul style="list-style-type: none"> Areas of minor surface corrosion were noted on the balustrades. 	<ul style="list-style-type: none"> Remove the corrosion and refinish the balustrades as necessary.



View of the typical balconies of the Site Building.



View of a delaminated slab edge at unit 501.



View of minor corrosion on a balcony privacy panel.

The balcony systems of the Site Building were noted to be in fair condition with no major deficiencies noted. Assuming the above referenced deficiencies are addressed, and necessary repairs made and that regular annual maintenance is performed, no other major expenditures should be required within the term of the analysis.



3.5 Structural Elements

As outlined in the scope of work, a visual assessment of the condition of the structural elements was carried out on the elements which were visible at the time of the inspection. The Site Building is constructed with a basement level cast-in-place concrete slab-on-grade with cast-in-place concrete foundation walls. The superstructure of the Site Building is comprised of load bearing concrete block masonry walls which support composite (i.e., concrete laid in a steel pan) floor slabs and roof decking. No structural drawings were available to Pinchin for review.

Table 3.5 outlines the findings of the inspection of the structural elements:

Table 3.5 – Structural Elements	
Findings	Remarks/Recommendations
Major Deficiencies/Findings	
<ul style="list-style-type: none"> None observed/reported. 	<ul style="list-style-type: none"> None required.
Minor Deficiencies/Findings	
<ul style="list-style-type: none"> None observed/reported. 	<ul style="list-style-type: none"> None required.



View of a typical composite floor slab.

Assessment of the original or existing building design, compliance with prior or current Building Code or detection or comment upon concealed structural deficiencies are outside the scope of work.

Similarly the identification and assessment of any Post-Tension reinforcing is not included in the scope of work. Accordingly, the findings are limited to the extent that the assessment has been made based on a walk-through visual inspection of accessible areas of the structure.



Pinchin's visual review of the structural elements and information provided by the Site Representative indicated that no major deterioration existed within the visibly accessible components of the Site Building.

3.6 Underground Parking Garage

The Site Building does not possess an Underground Parking Garage.

Table 3.6 outlines the findings of the inspection of the underground parking garage:

Findings	Remarks/Recommendations
Major Deficiencies/Findings	
<ul style="list-style-type: none"> N/A 	<ul style="list-style-type: none"> N/A
Minor Deficiencies/Findings	
<ul style="list-style-type: none"> N/A 	<ul style="list-style-type: none"> N/A

3.7 Elevator Systems

The following is a brief description of the elevator systems present at the subject building:

	Elevator #1
Manufacturer:	Otis
Drive System:	Overhead Cable
Floors Served	1-7
Date installed:	~ 1964
Capacity:	771 kg or 8 persons
Function:	Passenger
Alarm:	Yes
Emergency Stop:	Yes
Emergency Phone:	No
Emergency Power:	No

The typical elevator "full maintenance" contract covers the replacement of major components in addition to the labour and materials necessary for ongoing repairs, adjustments and preventive maintenance work. Entrances and cab finishes are normally excluded. As long as a "full maintenance" contract is purchased, the only additional costs to the Owner, during the first 15-25 years of use, should be for malicious damage and repairs to the elevator cabs and entrances. It is assumed that repairs required due to "Acts



of God" (i.e., flood, fires, etc.) are covered by insurance. It was reported to Pinchin that the elevator is maintained on an all-inclusive contract by "Thyssen Krupp" on a monthly basis.

Table 3.7 outlines the findings of the inspection of the elevator systems:

Table 3.7 – Vertical Transportation Systems	
Findings	Remarks/Recommendations
Major Deficiencies/Findings	
<ul style="list-style-type: none"> The elevators serving the Site Buildings are original to construction in 1964 (e.g., ~ 53 years old) and have reached their PUL 	<ul style="list-style-type: none"> Modernization of the elevator systems is recommended within the term of the analysis
Minor Deficiencies/Findings	
<ul style="list-style-type: none"> Machine guarding was not observed surrounding the elevator machine. 	<ul style="list-style-type: none"> Install machine guarding as part of the modernization.



View of the elevator motor and sheave.



View of the elevator controls.



As the current assessment was performed as a Baseline Property Condition Assessment without Specialist review, our information is solely based on the information and documentation provided as well as the visual appearance of the elevator cabs, etc.

It was reported to Pinchin that the elevator is maintained and serviced by "Thyssen Krupp". Assuming the full elevator maintenance contract is fulfilled and the elevator components are modernized no other major expenditures should be required within the term of the analysis.

Based on Pinchin's experience, minor components may require modernization, due in part to obsolescence, which are not covered under a "full maintenance" contract. Additionally, service personnel capable of performing the numerous adjustments necessary to keep this equipment operating properly will become increasingly difficult to find as newer equipment designs become more predominant. Thus, the Owner may be faced with significant modernization costs in order to maintain reasonable service. As reported to Pinchin by the Site Representative, the elevator systems are original to the date of construction of the Site Building in 1964 (i.e., 53 years old) with no upgrade or modernization since the date of the installation.

The elevator systems of the Site Building are reportedly performing in a satisfactory manner, however due to the age of the elevator systems, Pinchin recommends that a modernization of the elevator systems be considered within the term of the analysis. Pinchin has included allowances for the modernization of the elevator systems within the term of the analysis.

Pinchin also recommends that the Client have a review completed on the elevator systems by a qualified Elevator Consultant to better understand the condition and potential necessary remedial work associated with the Elevator Systems.

3.8 Interior Finishes

As outlined in the scope of work, the interior finishes of the Site Building were reviewed during the Site assessment. The lobby area was under renovation at the time of the Site visit. The floor finishes within the kitchen and washroom areas within the suites consist of a combination of ceramic and vinyl floor tiles. Floor finishes within the remainder of the areas in the suites consist of parquet flooring and laminate flooring. The floor finishes within the corridors consist of carpeting while the floor finishes within the boiler and electrical rooms consist of exposed concrete floor slabs. The wall finishes within the suites, corridors and common areas of the Site Building consist of painted plaster walls throughout the original portion with painted gypsum board within the addition. Wall finishes within the mechanical rooms consist of un-painted concrete block masonry and cast in place concrete. Ceiling finishes throughout the Site Building consist primarily of painted plaster and painted gypsum board within the addition. During the Site visit access was



gained to approximately 14% of the total number of units consisting of unit #s 101, 107, 204, 218, 304, 306, 310, 501, 506, 701 and 715.

Table 3.8 outlines the findings of the inspection of the interior finishes:

Table 3.8 – Interior Finishes	
Findings	Remarks/Recommendations
Major Deficiencies/Findings	
<ul style="list-style-type: none"> None observed/reported. 	<ul style="list-style-type: none"> None required.
Minor Deficiencies/Findings	
<ul style="list-style-type: none"> Water damaged ceiling finishes were noted on the 7th floor level. 	<ul style="list-style-type: none"> Repair the finishes once the roof leak is addressed.
<ul style="list-style-type: none"> Areas of damaged parquet wood flooring were noted within the units. 	<ul style="list-style-type: none"> Repair the damaged flooring.
<ul style="list-style-type: none"> Areas of damaged plaster (i.e., plaster popping) were noted within the original portion of the Site Building. 	<ul style="list-style-type: none"> Repair the areas of plaster popping.



View of the interior finishes within the living room of a typical unit.



View of the kitchen of a typical unit.



View of the finishes within a typical corridor.



View of damaged plaster within the 7th floor corridor.



View of damaged parquet wood flooring within a residential unit.



View of an area of plaster popping within the 2nd floor level.

The interior finishes within the Site Building were generally observed to be in serviceable condition with the exception of the above referenced minor deficiencies. Pinchin recommends that the above referenced minor deficiencies be addressed and that regular annual maintenance of the interior finishes be performed throughout the term of the analysis.

Cyclical replacement of interior finishes (i.e., common and in-suite areas) and appliances are included as part of the annual operating budget and are completed as part of regular in-suite tenant fit ups when apartments are turned over.

3.9 Site Features

The Site Building occupies approximately 75 % of the 0.4 acre Site. The remainder of the Site is surfaced with soft landscaping (i.e., grassed areas with trees) and parking areas surfaced with asphalt pavement. The asphalt paved parking area is located on the north portion of the Site with parking provisions for approximately 22 vehicles. The asphalt paved parking areas were noted to be bordered by cast-in-place concrete curbs.



Drainage of the Site pavements is provided by an on-Site catch basin which presumably drains the water to the municipal sewer system. Since the inspection was limited to visible areas no examination of the catch basins was performed and no review of the initial compliance with code was performed. The inspection of underground or concealed components is outside the scope of work. No issues were reported with the catch basins or their ability to drain the Site.

Soft landscaping was noted to surround the building on all elevations as well as the north and west perimeters of the Site. A walkway constructed of precast concrete unit paving stones was noted adjacent to the south elevations of the Site Building with similar walkways with larger stones adjacent to the three entrances on the north portion of the east elevation. A combination of chain link and wood fencing was noted to border the north perimeter of the property.

Access to the Site is provided by an entrance from Barber Street (formerly Clarence Street) located on the southwest portion of the Site.

Table 3.9 outlines the findings of the inspection of the Site features.

Table 3.9 – Site Features

Findings	Remarks/Recommendations
Major Deficiencies/Findings	
<ul style="list-style-type: none"> None observed/reported. 	<ul style="list-style-type: none"> None required.
Minor Deficiencies/Findings	
<ul style="list-style-type: none"> Settlement was noted in the precast concrete paving stones on the north portion of the Site. 	<ul style="list-style-type: none"> Re-lay the paving stones.



View of the west portion of the asphalt surfaced parking area on the north portion of the Site.



View of the east portion of the asphalt surfaced parking area on the north portion of the Site.



View of settlement of the precast concrete unit paving stones on the north portion of the Site.

The Site features appear to be in satisfactory condition with the exception of the above referenced deficiency. The asphalt pavements appear to have been installed within the past 10 years. Pinchin recommends that regular annual maintenance of the Site features be performed throughout the term of the analysis. Assessment of or comment upon concealed deficiencies and any buried/concealed utilities or components are outside the scope of work.



3.10 Mechanical Systems

3.10.1 Major Service Providers

The following providers serve the subject property:

Water	-	City of Ottawa
Electric	-	Hydro Ottawa
Sewer	-	City of Ottawa
Natural Gas	-	Enbridge
Police	-	Ottawa Police Service
Fire	-	Ottawa Fire Services

3.10.2 Heating, Ventilation and Air Conditioning (HVAC)

Heating throughout the Site Building is provided by perimeter hydronic baseboard heaters which are supplied with hot water from natural gas-fired heating boilers. The heating boilers consists of two "Hydrotherm" units within the original portion of the Site Building which were manufactured in approximately 2009 (i.e., ~ 8 years old) with an approximate input heating capacity of 1,000,000 British Thermal Units per Hour (BTUH) each. The boilers are located within the lower level mechanical room. The heating boilers within the addition portion of the Site Building consists of two "Lochinvar" units which were manufactured in 2007 (i.e., ~ 10 years old) with an approximate input heating capacity of 990,000 BTUH each. The boilers are located within the penthouse level mechanical room

Temperature control for the boilers is reportedly controlled by the outside temperature. Fresh air/Tempered air for the common areas is provided by a natural gas-fired Make Up Air (MUA) unit which is located on the roof of the addition. The MUA unit was noted to be manufactured by "Reznor" in approximately 2007 (i.e., ~ 10 years old). No heating capacity was displayed on the unit.

There is reportedly no cooling for the Site Building with the exception of tenant-owned and maintained window mounted residential style air conditioning units.

The inspection of the interior ductwork or associated components was beyond the scope of work. It should be noted that the heating and cooling duct work within the Site Building may contain interior insulation. The Site Representative was unaware of the presence of insulation within the duct work within the Site Building. It is Pinchin's experience that interior insulation within duct work is prone to deterioration or development of mould which may require removal of the insulation. In the case where interior insulation is present within the duct work, Pinchin recommends that the duct work insulation be inspected for the presence of mould.



3.10.3 Domestic Hot Water

Domestic Hot Water (DHW) within the Site Building is provided by the four heating boilers which are located in the mechanical rooms. The 2007 addition was noted to possess two 119 gallon storage vessels manufactured by "A.O. Smith" while the original portion of the Site Building was noted to possess two "Turbomax" storage vessels of similar size. There is reportedly no shortage of DHW within the Site Building.

3.10.4 Plumbing

Drainage piping within the Site Building consists of a combination of ABS and cast iron as observed in the mechanical rooms. The plumbing piping for the domestic cold and hot water was noted to consist of comer where visible. Due to the concealed nature of the plumbing system the condition of the risers could not be verified.

The main water lines are located in the lower level fire pump room on the addition of the Site Building. A backflow prevention device was noted within the main water supply however the manufacturer and size of the service was not visible due to the presence of insulation.

3.10.5 Laundry Equipment

The laundry room within the Site Building is located on the lower floor level of the original portion and contains 5 electrically powered washing machines and 5 natural gas-fired dryers manufactured by a combination of "Inglis" and "Whirlpool". The laundry equipment is reportedly owned and maintained by the owner of the Site Building. No issues were reported with the Site Building's laundry equipment by the Site Representative.

3.10.6 Fire Protection

Fire protection within the Site Building is provided by a wet sprinkler system within the basement level stairwell and electrical room of the 2007 addition. Fire protection within the remainder of the Site Building is provided by fire hose cabinets on each floor level which are complete with dry chemical fire extinguishers. The fire protection systems are reportedly serviced annually by "General Fire Protection" and were last inspected in November 2016. Supplemental fire protection within the Site Building is provided by stand-alone chemical fire extinguishers which were noted within the elevator room and within the mechanical rooms.

A diesel powered fire pump was noted in the basement level pump room of the 2007 addition. The fire pump provides water to the fire hose stations and the limited sprinkler system.



Table 3.10 outlines the findings of the inspection of the mechanical systems:

Table 3.10 – Mechanical Systems (including HVAC, DHW, Plumbing, Laundry and Fire Protection)	
Findings	Remarks/Recommendations
Major Deficiencies/Findings	
<ul style="list-style-type: none"> • None observed/reported. 	<ul style="list-style-type: none"> • None required.
Minor Deficiencies/Findings	
<ul style="list-style-type: none"> • None observed/reported. 	<ul style="list-style-type: none"> • None required.



View of the heating boilers within the 2007 addition.



View of the MUA unit atop the 2007 addition.



View of the boilers within the original portion of the Site Building.



View of the DHW storage tanks within the 2007 addition.



View of the diesel powered fire pump.



View of a typical fire hose cabinet.



View of the fire department connection at the 2007 addition.

In summary, the mechanical systems within the Site Building are currently in satisfactory condition with no major deficiencies noted. Assuming that regular annual maintenance is performed, no major expenditures are anticipated relating to the mechanical systems throughout the term of the analysis.

In accordance with the proposed scope of work, no physical or destructive testing or design calculations will be conducted on any of the major components of the building. Similarly the inspection of the interior of boilers, pressure vessels, equipment, fan coils, ductwork or associated mechanical components is not included in the scope of work. Accordingly, the findings are limited to the extent that the assessment will be made visually from the exterior of the systems.

3.11 Electrical Systems

3.11.1 Electrical Power

The electrical power for the south portion of the Site Building is supplied from a transformer vault which is located on the lower floor level while the 2007 addition is powered by a pad-mounted transformer which is located on the east end of the parking area. The main electrical service for the original portion of the Site



Building consists of a 400 Ampere, 240 Volt service, complete with an "ITE" main disconnect switch. The addition is served with a 400 Ampere, 240 Volt service, complete with a "Federal Pioneer" main disconnect switch. Based on the age of the original portion of the Site Building, it may contain aluminum wiring. The Site Building possesses breaker panels within the residential units of the addition and glass plug fuses within the original portion.

There is reportedly no emergency backup power for the Site Building.

No problems were observed or reported relating the electrical systems of the Site Building.

3.11.2 Fire Alarm System and Life Safety

The fire alarm system serving the Site Building consists of a multi-zone and single stage system complete with a "Siemens" fire alarm panel. The main fire alarm panel is located within the electrical room on the lower level electrical room of addition portion of the Site Building while annunciator panels manufactured by "Siemens" and "Potter" were noted within the main entrance vestibules of the original portion and within a secondary entrance area of the addition. The fire alarm monitors hardwired pull stations and heat detectors which are located throughout the building. Battery powered smoke detectors were noted within the suites and are reportedly not connected to the fire alarm system. The systems are reportedly monitored by "Ottawa Fire and Safety" an independent contractor. Inspections and servicing of the fire alarm system is reportedly performed by "Ottawa Fire and Safety" an independent contractor. The last date of inspection for the fire alarm panel and associated systems was not listed on the equipment.

Emergency lighting and illuminated exit signs are located throughout the Site Building which are powered by internal battery packs.

Table 3.11 outlines the findings of the inspection of the electrical systems:

Table 3.11 – Electrical Systems (including Electrical Power and Fire Alarm and Life Safety)	
Findings	Remarks/Recommendations
Major Deficiencies/Findings	
<ul style="list-style-type: none"> None observed/reported. 	<ul style="list-style-type: none"> None required.
Minor Deficiencies/Findings	
<ul style="list-style-type: none"> None observed/reported. 	<ul style="list-style-type: none"> None required.



View of the pad mounted transformer which serves the addition portion of the Site Building.



View of the main disconnect switch within the original portion of the Site Building.



View of the main disconnect switch within the addition portion of the Site Building.



View of the fire alarm annunciator panel within the addition of the Site Building.



View of the main fire alarm panel.



View of typical illuminated exit signage.

Upon inspection the electrical and life safety systems were noted to be in satisfactory condition with no major deficiencies.



Due to the age of the Site Building, there may be aluminum wiring present throughout the original portion of the Site Building, as a result the Owner should retain the services of a licensed electrician to review the wiring and connections throughout to ensure there are no loose connections throughout the Site Building. No major expenditures should be incurred relating to the electrical and life safety systems assuming regular annual maintenance is provided.

4.0 KNOWN VIOLATIONS OF CODE

It was reported to Pinchin by the Site Representative that no outstanding violations from the Building Department existed pertaining to the property. Compliance with the National Building Code (NBC) and National Fire Code (NFC) was not reviewed as it was beyond the scope of this survey.

5.0 CONCLUSIONS AND RECOMMENDATIONS

Based on Pinchin's review of the property, conducted on August 9, 2017 the Site Building appears to be in satisfactory condition, commensurate with its age for the original portion and in comparable standing to other similar residential properties in the area. Based on our visual assessment the Site Building appears to have been constructed in general accordance with standard building practices in place at the times of construction.

The assessment did not reveal any evidence of major structural failures, soil erosion or differential settlement.

As noted during the Site visit, deficiencies relating to the roof systems, wall systems, balcony systems, elevator systems, interior finishes and Site features were noted. Of particular note, recommendations, repairs and replacements for the following items are included throughout the term of the analysis:

- Replacement of the Inverted Roof Membrane Assembly (IRMA) atop the original portion of the Site Building within the term of the analysis;
- Repairs to the brick masonry and EIFS cladding systems;
- Painting of the wood window frames;
- Repairs to the concrete balcony slabs and painting of portions of the balustrades;
- Allowances for modernization of the elevator system;
- Repairs to the interior finishes; and
- Allowances for repairs to the walkways.

Regular maintenance should be conducted on the roof systems, wall systems, balcony systems, structural elements, elevator systems, interior finishes, Site features and the mechanical/electrical systems to ensure that the PUL of the major components is realized. Repair costs for the aforementioned



items have been included over the term of the analysis (i.e., 10 years) included within Appendix I. The specific deficiencies identified during the BPCA and their associated recommendations for repair are described in the main body of the report. These deficiencies should be corrected as part of routine maintenance unless otherwise stated within the report. Costs associated with desired upgrades have not been carried.

6.0 TERMS AND LIMITATIONS

This work was performed subject to the Terms and Limitations presented or referenced in the proposal for this project.

Information provided by Pinchin is intended for Client use only. Pinchin will not provide results or information to any party unless disclosure by Pinchin is required by law. Any use by a third party of reports or documents authored by Pinchin or any reliance by a third party on or decisions made by a third party based on the findings described in said documents, is the sole responsibility of such third parties. Pinchin accepts no responsibility for damages suffered by any third party as a result of decisions made or actions conducted. No other warranties are implied or expressed.

In accordance with the proposed scope of work, no physical or destructive testing or design calculations were conducted on any of the components of the building. Assessment of the original or existing building design, or detection or comment upon concealed structural deficiencies and any buried/concealed utilities or components are outside the scope of work. Similarly the assessment of any Post Tension reinforcing is not included in the scope of work. Determination of compliance with any Codes is beyond the scope of this Work. The Report has been completed in general conformance with the ASTM Designation: *E 2018 – 15 Standard Guide for Property Condition Assessments: Baseline Property Condition Assessment Process*.

It should be noted that Pinchin has attempted to identify all the deficiencies required by this Standard associated with this project. Pinchin does not accept any liability for deficiencies that were not within the scope of the investigation.

As indicated above the personnel conducting the building assessment, where applicable, have performed a non-specialist review of the building and all associated finishes and related systems including the elevator, mechanical and electrical (including fire alarm and life safety) systems, Site features, etc. The personnel conducting the assessment are knowledgeable of building systems and construction, but not technical specialists in each of these fields. The intent of Pinchin's comments on these systems are for the sole purpose of identifying areas where Pinchin has observed a noteworthy condition which will lead to a likely significant expenditure during the term of the assignment and/or where Pinchin would recommend that the Client consider a further, more detailed investigation. The budget costs for remedial



work for each specific item has been provided to the best of our ability and will provide an order of magnitude cost for the individual item and the overall possible remedial work. Our experience has shown that the costs that Pinchin have provided are appropriate and of reasonable accuracy for the purpose intended. It should be noted that the budget cost or reserve costs for any specific item may vary significantly based on the fact that the schedule or phasing of the future remedial work is unknown at this time, the impact on building operations of this remedial work is unknown at this time and that no intrusive inspection or detailed design work is included in the BPCA. If a more accurate, detailed or documented reserve cost is required at this time the Client should request Pinchin to provide the additional proposal to provide a more accurate cost estimate.

It should be noted that recommendations and estimates outlined in this report do not include allowances for future upgrading of components pertaining to Client or tenant fit-up that may be necessary or required by Authorities Having Jurisdiction (AHJ).

The assessment is based, in part, on information provided by others. Unless specifically noted, Pinchin has assumed that this information was correct and has relied on it in developing the conclusions.

It is possible that unexpected conditions may be encountered at the Site that have not been explored within the scope of this report. Should such an event occur, Pinchin should be notified in order to determine if we would recommend that modifications to the conclusions are necessary and to provide a cost estimate to update the report.

The inspection of the interior of boilers, pressure vessels, equipment, fan coils, ductwork or associated mechanical, etc., was beyond the scope of work. It should be noted that the heating and cooling duct work within the Site Building may contain interior insulation. The Site Representative was unaware of the presence of insulation within the duct work within the Site Building. It is Pinchin's experience that interior insulation within duct work is prone to deterioration or development of mould which may require removal of the insulation. In the case where interior insulation is present within the duct work, Pinchin recommends that the duct work insulation be inspected for the presence of mould.

Due to the concealed nature of the plumbing system the condition of the risers could not be verified.

Environmental Audits or the identification of designated substances, hazardous materials, PCBs, insect/rodent infestation, concealed mould and indoor air quality are excluded from this BPCA report.

Further to the aforementioned, determination of the presence of asbestos containing material within the building such as drywall joint compound or the lead content within the older paint finishes was beyond the scope of work.

This report presents an overview on issues of the building condition, reflecting Pinchin's best judgment using information reasonably available at the time of Pinchin's review and Site assessment. Pinchin has

**Baseline Property Condition Assessment**

345 Barber Street and 86 Beausoleil Drive, Ottawa, Ontario
First National Financial LP

August 18, 2017
Pinchin File: 209736

prepared this report using information understood to be factual and correct and Pinchin is not be responsible for conditions arising from information or facts that were concealed or not fully disclosed to Pinchin at the time of the Site assessment.

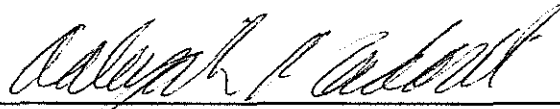
209736 Baseline PCA 345 Barber and 86 Beausoleil Dr Ottawa First National
Template Master Report for Residential Tower Baseline PCA, PCA June 12, 2017

APPENDIX I

Table 1 – Summary of Anticipated Expenditures

TAB 35

This is **Exhibit “35”** referred to in the
Affidavit of
CHRISTOPHER SEBBEN herein,
Sworn before me
this 19th day of September, 2017.



A Commissioner for Taking Affidavits

Aaliyah Madadi, a Commissioner, etc.,
Province of Ontario,
while a Student-at-Law.
Expires April 4, 2019.

September 13, 2017

Property Inspection Report

345 – 347 Barber Street, Ottawa

Summary

Following the request of First National Financial, CLV Group Inc. conducted a cursory building inspection for the property located at 345 – 347 Barber Street, Ottawa. The intent of the inspection was to identify any life safety issues, major capital repairs and damage to the property. The inspection was carried out on September 11, 2017.

Roof & Roof Top Mechanical

The 345 Barber Street roof appears to be in poor condition based on the numerous areas of interior water damage found during our inspection.

A plastic sheet was installed on the roof top mechanical room and by the exterior threshold of the roof access door. The site superintendent reported this was done as a temporary measure to stop further leakage. Water damage was observed in the 7th floor stairwell and hallway. In addition, water damage was evident in apartment 709.

The site superintendent also reported the roof top apartment exhaust unit is no longer operating on 345 Barber Street due to ceased bearings. This unit is used to extract air from the apartment kitchens and bathrooms.



345 - roof access door (exterior view)

2.



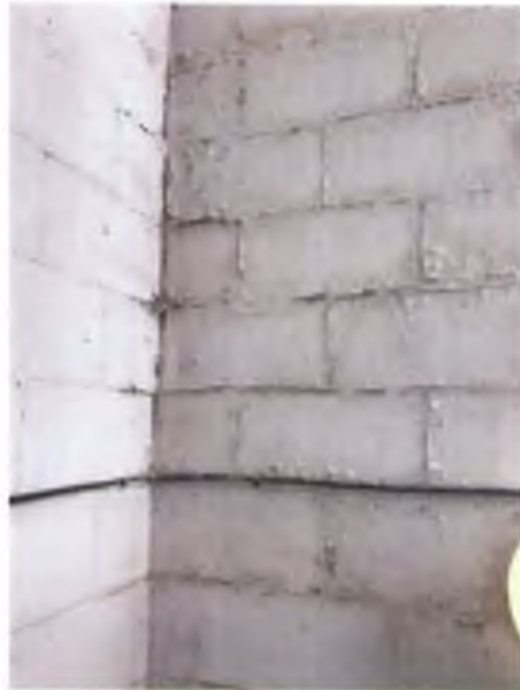
345 - mechanical room roof



345 - roof top exhaust fan



345 – stairwell below roof access door



345 – stairwell below roof access door

3.



345 – 7th floor water damaged wall between elevator and stairwell door



345 – water damaged hallway wall beside apartment 710

4.



345 – apartment 709, water damaged bathroom ceiling



345 – apartment 709, water damaged bathroom walls, black mold is present

5.

Windows

The windows in 347 Barber Street are in satisfactory condition and no evidence of water leakage was observed in the units accessed; however, the windows and patio doors in 345 Barber Street are in poor condition and are original to the time of construction. Water damage was noted in various apartments and in particular below the sliding patio doors.



345 – patio door, water damaged drywall 345 – patio door, water stains on parquet flooring

Elevator

The building is equipped with a single elevator in 345 Barber Street. By all appearances most of the major components are original to the time of construction. It was observed the elevator does not level out properly when stopping at the floors and in most instances was off by approximately one to two inches. This is a tripping hazard. In addition, the posted elevator licence expired on June 15, 2015. A current licence was not found during the inspection.



345 – elevator leveling



345 – elevator mechanical room

6.

Fire Safety

It appears the last annual building fire safety system inspection was conducted in November 2016. The fire safety equipment was tagged as such. A copy of the Annual Fire Safety Systems Inspection certificate was not found during the inspection.

It was observed that many of the 345 Barber Street stairwell doors did not close properly or latch securely and as a result the doors no longer provide a fire separation. In addition, a number of the exit signs were not illuminated and some of the vacant units were missing door closers.

There are hard wired heat sensors in the hallways and no visual deficiencies were noted during the inspection. The apartments have a combination of hard wired heat sensors and battery operated smoke detectors. In some of the vacant units they were either missing or disconnected. In addition, it could not be verified when the last time the batteries were replaced in all the apartment smoke detectors.



345 – stairwell door not closing



345 – burnt out exit light



345-347 service tag



345 – apartment sensors



347 – missing smoke detector



345 – hallway sensor

7.

Lobby & Front Entrance Canopy

Renovation work is currently taking place in the main lobby of 345 Barber Street. New floor and walls tiles are being installed.

Work was started on the front entrance canopy; however, it is unknown as to who is doing the work and whether it will be completed.



345- lobby renovations (the tiles shown are also being used on the walls)



345 – front entrance canopy repairs

8.

Vacant Units

There are currently 44 vacant units. In addition, there are two units on notice to move out, one on September 30 and the other on November 30.

Only five of the vacant units would be considered rent ready at this time. The remaining 39 units are in various stages of renovations or in need of work to be considered rent ready. As previously noted, unit 709 is in poor condition due to water infiltration from the roof. The bathroom in this unit will need to be completely redone.

Some of the renovated units are nearly complete while others have been completely gutted and remain in this state. Fully gutted units include apartments 100, 103, 106 and 108. According to the site superintendent, these units were to be converted to a party room with a washroom and the laundry room was to be relocated into this area. Renovation materials, fridges and stoves are also being stored in these apartments.

Renovation work in apartments 101 and 102 are nearly complete and feature new flooring, kitchen and bathroom cabinets. The fuse panels in these units have also been upgraded to breaker panels.

It should also be noted, the intent of some of the apartment renovation work was being undertaken with the view of renting to the student market. In a number of one bedroom units, a wall was erected to close off the living room which would now be used as a second bedroom. The converted unit now features two bedrooms, a kitchen and washroom. This type of renovation may limit rental opportunities outside of the student market.



345 – apartments 106

9.

The pictures below show a samples of unfinished units.



345 – apartment 708



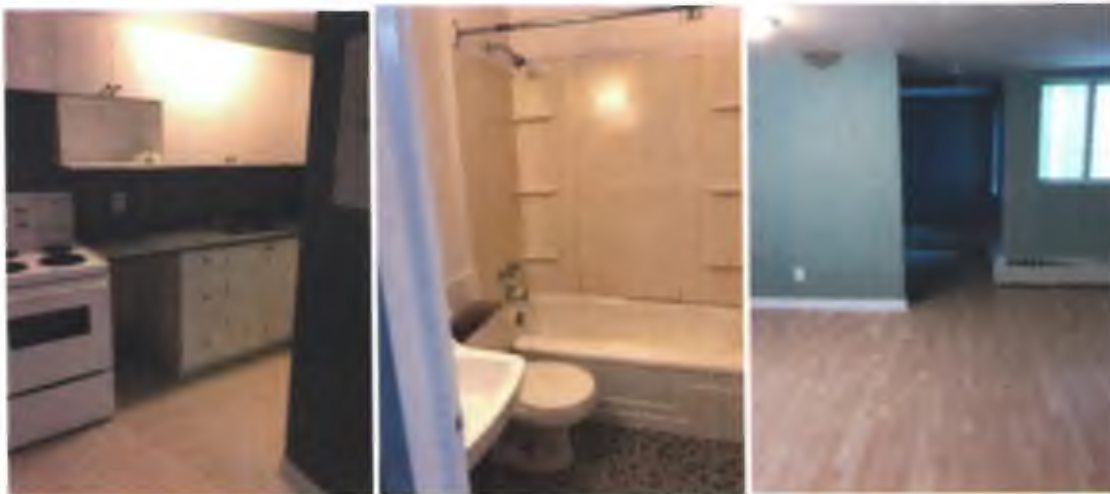
345 – apartment 605

10.

The pictures below show samples of rent ready units.



345 – apartment 402



345 – apartment 209

11.

The pictures below show samples of renovated units nearing completion.



345 – apartment 101



345 – apartment 102

This report was prepared by:

John Tweedie

Property Manager

CLV Group Inc.

TAB 36

This is **Exhibit “36”** referred to in the
Affidavit of
CHRISTOPHER SEBBEN herein,
Sworn before me
this 19th day of September, 2017.



A Commissioner for Taking Affidavits

Aaliyah Madadi, a Commissioner, etc.,
Province of Ontario,
while a Student-at-Law.
Expires April 4, 2019.

AGREEMENT TO RELOCATE AFFORDABLE HOUSING UNITS

BETWEEN:

CITY OF OTTAWA
(the "City")

and

QUEX PROPERTY CORPORATION
(the "Housing Provider")

WHEREAS the parties entered into a Municipal Housing Project Facilities Agreement dated March 3, 2006, as amended by Addendum No.1, dated March 3, 2006, Addendum No.1, dated October 15, 2006 and Addendum No.2, dated March 22, 2007 (collectively, the "MHPFA") to provide for an allocation of funding under the Canada-Ontario New Affordable Housing Program (2003) Strong Start Program and a conditional grant from the City (the "Program") for the construction of thirty (30) affordable housing units (the "AHUs") at 347 Clarence Street, in Ottawa (the "347 Property");

AND WHEREAS the AHUs funded by the Program were dispersed between the 347 Property and the adjoining property municipally known as 345 Clarence Street, in Ottawa (the "Adjoining 345 Property");

AND WHEREAS the Housing Provider is the registered owner of both the 347 Property and the Adjoining 345 Property;

AND WHEREAS the parties now wish to have all of the AHUs in the 347 Property as contemplated by the MHPFA;

AND WHEREAS the City and the Housing Provider now wish to agree to the terms and conditions for the relocation of the AHUs currently located in the Adjoining 345 Property into the 347 Property;

NOW THEREFORE, in consideration of the mutual covenant, agreement, and conditions herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Housing Provider agree as follows:

1. **Definitions.** All capitalized terms that are used in this Agreement but not defined herein shall have the respective meanings given to them in the MHPFA.
2. **Relocation.** The Housing Provider shall use its reasonable efforts to relocate the AHUs currently located in the Adjoining 345 Property into the 347 Property (the "Relocation").
 - a. In order to perform the Relocation, the parties agree that:
 - i. The Housing Provider will not be expected to evict tenants or require/demand tenants to change units;
 - ii. The Housing Provider will be expected to offer vacant market rent units in the 347 Property to affordable housing unit tenants located in the Adjoining 345 Property prior to offering said units to market rent tenants;
 1. The above includes situations where a market rent tenant notifies the Housing Provider that it will be vacating a unit in the 347 Property. In such case the

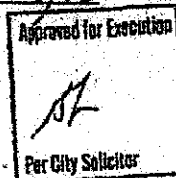
- Housing Provider must notify, within fifteen (15) days, the Adjoining 345 Property affordable housing unit tenants of the vacancy and offer them the unit on a first come basis. If no tenant accepts the offer within seven (7) days of the offer being made, the Housing Provider may offer the unit freely.
- iii. The Housing Provider will be expected to offer, to new affordable housing unit tenants, affordable housing units in the 347 Property if an affordable housing unit tenant vacates the Adjoining 345 Property and there is an overlapping vacancy in the 347 Property
 1. The above includes situations where an affordable housing tenant vacates a unit in the Adjoining 345 Property and there is an overlapping vacancy in 347 Property. In such case the new affordable housing unit tenant will only be offered the unit in the 347 Property.
3. **Term.** This Agreement shall commence on the date the Agreement is fully executed by the parties and shall terminate on the date that the last AHU is relocated from the Adjoining 345 Property into the 347 Property or the date that the MHPFA is terminated, whichever occurs first.
 4. **Intention.**
 - a. The parties agree and acknowledge that the intention of this Agreement is to provide for the manner in which the Relocation is to occur.
 - b. The parties agree and acknowledge that if the Housing Provider does not make its reasonable efforts to perform the Relocation of the AHUs as provided for in this Agreement, that the Housing Provider may be deemed to be in breach of its obligations under the MHPFA and the Canada-Ontario New Affordable Housing Program (2003) Strong Start Program Guidelines.
 5. **Successors and Assigns.**
 - a. The parties hereto and the owners from time to time of the Adjoining 345 Property and the 347 Property shall be subject to the obligations and benefits of this Agreement only during the period during which they are the owners thereof and thereafter the obligations and benefits under this Agreement shall apply to their successors in title. To this end, the owners covenant and agree to obtain from each purchaser, transferee and/or successor in title an undertaking or agreement in writing to be bound by, to comply with, and to assume the benefits and obligations of this Agreement relating to the property being acquired.
 - b. This agreement shall enure to the benefit of and be binding upon the parties hereto and their respective personal representatives, heirs, successors, estate trustees and assigns in title.
 6. **Counterparts and Facsimile.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original and such counterparts together shall constitute one and the same agreement. For the purposes of this Section 5, the delivery of a facsimile copy of an executed counterpart of this Agreement shall be deemed to be valid execution and delivery thereof.
 7. **Further Assurances.** Each of the City and the Housing Provider shall promptly do, make, execute or deliver, or cause to be done, made, executed or delivered, all such further acts, documents and things as may be required from time to time for the purposes of giving effect to this Agreement and shall use reasonable efforts and take all such steps as may be within its power to implement, to the full extent, the provisions of this Agreement.

8. **Recitals.** The recitals set forth on the first page of this Agreement are true and correct in substance and in fact.
9. **Articles and Headings.** The articles and headings of this Agreement form no part thereof and shall be deemed to have been inserted for convenience only.
10. **Governing Law.** This Agreement is governed by, and shall be construed and interpreted in accordance with the law of the Province of Ontario and the laws of Canada applicable in the Province of Ontario.
11. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, negotiations, discussions, undertakings, representations, warranties and understandings, whether written or oral.
12. **Severability.** If any provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, the illegality, invalidity or unenforceability of that provision will not affect (a) the legality, validity or enforceability of the remaining provisions of this Agreement; or (b) the legality, validity or enforceability of that provision in any other jurisdiction.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by their respective officer(s) fully authorized in that behalf on the date below indicated.

DATED at the City of Ottawa, this 18th day of APRIL, 2013
(day) (month)

Date: April 23/13



CITY OF OTTAWA

Per: [Signature]

Janice Burelle
Administrator, Housing Service
Community and Social Services Department

I have authority to bind the Corporation.

QUEX PROPERTY CORPORATION

Date: 18/04/2013

Per: [Signature]

Name: Raymond Stern
Title: President

I have authority to bind the Corporation

TAB 37

This is **Exhibit “37”** referred to in the
Affidavit of
CHRISTOPHER SEBBEN herein,
Sworn before me
this 19th day of September, 2017.



A Commissioner for Taking Affidavits

Aaliyah Madadi, a Commissioner, etc.,
Province of Ontario,
while a Student-at-Law.
Expires April 4, 2019

Rent Roll 345 - 347 Barber

Unit Name	Status	Lease Name	Start Date	End Date	Monthly Charges
100	Vacant				
101	Vacant				
102	Vacant				
103	Vacant				
104	Occupied	Rahmat, M._1	9/1/2012	8/31/2016	\$805.91
105	Vacant				
106	Vacant				
107	Vacant				
108	Vacant				
201	Occupied	Koczorowski, C._1	1/1/2016	12/31/2016	\$862.75
202	Vacant				
203	Occupied	Wrigglesworth, N._1	6/1/2014	5/31/2017	\$799.21
204	Occupied	Blackhall - Lamptey - Phillips	9/1/2016	8/31/2017	\$1,295.00
205	Vacant				
206	Occupied	Atkinson, K._1	4/1/2015	3/31/2017	\$926.59
207	Vacant				
208	Occupied	Zakaria, A._1	5/1/2016	6/30/2017	\$825.00
209	Vacant				
210	Occupied	Yang, M._1	1/1/2016	5/31/2017	\$861.62
211	Vacant				
214	Occupied	Embaye (BMR) - Haile (BMR)_1	4/1/2011	3/31/2017	\$690.07
215	Occupied	Beaudoin (BMR), A._1	5/1/2011	4/30/2017	\$627.96
216	Occupied	Alain, N._1	8/1/2013	7/31/2015	\$908.42
217	Vacant				
218	Occupied	Shirley, E._1	6/1/2016	5/31/2017	\$850.00
301	Occupied	Wang, Y._1	4/1/2016	3/31/2017	\$825.00
302	Occupied	Bilualuakunyi, A._1	8/1/2014	7/31/2015	\$841.44
303	Occupied	Ticomper (BMR), J._1	12/1/2013	12/31/2016	\$673.96
304	Vacant				
305	Vacant				
306	Occupied	Saada, M._1	5/1/2016	4/30/2017	\$850.00
307	Occupied	Hawkins, J._1	9/1/2014	6/30/2016	\$1,030.10
308	Occupied	Cerone, R.	6/1/2017	6/30/2017	\$895.00
309	Occupied	Almouza, Z._1	8/1/2015	7/31/2017	\$791.70
310	Occupied	Ebanks, F._1	4/1/2016	3/31/2017	\$750.00
311	Occupied	Okezie, S._1	5/1/2016	4/30/2017	\$1,099.00
312	Vacant				
314	Vacant				
315	Vacant				
316	Occupied	Younger (BMR), D._1	8/1/2011	4/30/2017	\$627.96
317	Occupied	Baker-Murray, V._1	9/1/2015	8/31/2016	\$988.50
318	Occupied	Murray (BMR), A._1	4/1/2014	1/31/2017	\$544.49
401	Occupied	Licandro, G._1	11/1/2008	10/31/2016	\$836.36
402	Occupied	Kroqi (BMR), S._1	9/1/2015	6/30/2017	\$664.82
403	Vacant				

404	Vacant			
405	Occupied	Manirambona (BMR), G._1	6/1/2014	8/31/2016 \$592.76
406	Occupied	Leveque, T._1	12/1/2013	11/30/2016 \$974.40
407	Occupied	Tiburtius, A._1	12/1/2013	11/30/2016 \$912.48
408	Occupied	Albarran Hidalgo, F.	6/1/2017	5/31/2018 \$800.00
409	Vacant			
410	Occupied	Saida - Kheireddine - Sehabi	2/1/2016	1/31/2017 \$750.00
411	Occupied	McConville - Mitchell_1	10/1/2013	5/31/2017 \$1,195.67
412	Occupied	Hartling, K._1	5/1/2010	4/30/2017 \$871.83
414	Occupied	Thomas (BMR), B._1	4/1/2008	3/31/2017 \$720.22
415	Occupied	Lamoureux (BMR), D.	5/1/2013	4/30/2017 \$614.00
416	Occupied	Swerdfeger (BMR), E._1	5/1/2015	4/30/2016 \$637.50
417	Occupied	Lauzon-Lacroix, M._1	3/1/2015	3/31/2017 \$905.89
418	Occupied	Baumgarten (BMR), C._1	3/1/2008	3/31/2017 \$645.85
501	Occupied	Guay, D.	3/1/2017	2/28/2018 \$995.00
502	Occupied	Treau de Coeli, J._1	11/1/2015	10/31/2016 \$862.75
503	Occupied	Traynor, I._1	6/1/1992	4/30/2017 \$893.89
504	Occupied	Gervais, D._1	1/1/2014	1/31/2017 \$1,209.88
505	Occupied	Meurling, A._1	7/1/2013	6/30/2017 \$827.22
506	Occupied	Salisbury, M._1	1/1/2015	6/30/2017 \$0.00
507	Vacant			
508	Occupied	Jonkman, A._1	12/1/2013	12/31/2016 \$983.40
509	Occupied	Lee, J._1	6/1/2016	5/31/2017 \$700.00
510	Occupied	Sheik (BMR), A._1	5/1/2013	4/30/2017 \$531.19
511	Vacant			
512	Occupied	Kazak, H._1	12/1/2015	11/30/2016 \$761.25
514	Occupied	Kamps, T._1	3/1/2016	3/31/2017 \$595.00
515	Occupied	Mahar Al-Yafi (BMR), M._2	6/1/2017	5/31/2018 \$633.36
516	Occupied	Ripley, B._1	9/1/2015	8/31/2016 \$913.50
517	Occupied	LeBlanc (BMR), S._1	11/1/2013	8/31/2016 \$544.04
518	Occupied	Jones (BMR), N._1	9/1/2011	8/31/2016 \$527.80
601	Vacant			
602	Vacant			
603	Vacant			
604	Vacant			
605	Vacant			
606	Occupied	Lopez - Giymet_1	11/1/2006	10/31/2016 \$903.35
607	Vacant			
608	Occupied	Dumont, E._1	8/1/2013	7/31/2015 \$888.12
609	Vacant			
610	Vacant			
611	Occupied	Woodward, V._1	7/1/2006	6/30/2017 \$1,067.27
612	Occupied	Allard (BMR), M._1	4/1/2008	3/31/2017 \$527.71
614	Occupied	Roberts (BMR), R._1	6/1/2015	6/30/2017 \$664.82
615	Vacant			
616	Occupied	Villardita, M._1	3/1/2014	8/31/2016 \$995.72
617	Occupied	Delhomme (BMR), S._1	2/1/2015	8/31/2016 \$629.30
618	Occupied	Miron (BMR), R.	7/1/2017	6/30/2018 \$0.00
701	Vacant			
702	Occupied	Haines, J._1	5/1/2012	5/31/2017 \$850.77

703	Occupied	Ozcelik, D._1	12/1/2014	6/30/2017	\$861.74
704	Occupied	Moussa, A._1	1/1/2016	12/31/2016	\$1,190.48
705	Vacant				
706	Occupied	El-Jabi, M._1	9/1/2015	8/31/2017	\$913.50
707	Vacant				
708	Vacant				
709	Vacant				
710	Occupied	Hale (BMR), S._1	2/1/2014	3/1/2017	\$567.34
711	Occupied	Martin, P._1	7/1/2008	6/30/2017	\$1,275.14
712	Occupied	Markwell (BMR), L._1	6/1/2015	5/31/2016	\$565.27
714	Occupied	Lin, Y._1	7/1/2013	6/30/2017	\$805.60
715	Vacant				
716	Occupied	Greer, E._1	11/1/2015	10/31/2016	\$862.75
717	Occupied	Millar (BMR), T._1	2/1/2014	6/30/2017	\$565.11
718	Vacant				

Generated By: Lisa Bilow Generated On: 06/13/2017 Run Date:06/30/2017

345-347 Barber Street

Month End September, 2017

Residential Rent Roll

Unit	Unit Type	Tenant Code	Tenant Name	Rent	Move-In	Move-Out
100	ut001268	VACANT		1095.00		
101	ut001268	VACANT		1295.00		
102	ut001268	VACANT		1295.00		
103	ut001268	VACANT		1095.00		
104	ut001268	tfn00001	Rahmat, Meysam	805.91	09/01/2012	
105	ut001268	VACANT		1045.00		
106	ut001268	VACANT		895.00		
107	ut001268	VACANT		1395.00		
108	ut001268	VACANT		895.00		
201	ut001268	tfn00002	Koczorowski, Conrad	862.75	01/01/2016	
202	ut001268	VACANT		1045.00		
203	ut001268	tfn00003	Wrigglesworth, N	799.21	06/01/2014	
204	ut001268	VACANT		1295.00		
205	ut001268	VACANT		1045.00		
206	ut001268	tfn00005	Atkinson (ODSP), K	926.59	04/01/2015	
207	ut001268	VACANT		1095.00		
208	ut001268	VACANT		1095.00		
209	ut001268	VACANT		895.00		
210	ut001268	VACANT		895.00		
211	ut001268	VACANT		1295.00		
214	ut001268	tfn00048	Embaye, Mr.	690.07	07/01/2011	11/30/2017
215	ut001268	tfn00049	Beaudoin, A	627.96	05/01/2011	
216	ut001268	tfn00050	Alain, Nicolas	908.43	08/01/2013	
217	ut001268	tfn00018	Kroqi, G	687.00	09/01/2015	
218	ut001268	tfn00047	Markwell, L	565.27	06/01/2015	
301	ut001268	tfn00008	Wang, Y	825.00	04/01/2016	
302	ut001268	tfn00009	Bilualuakunyi, Billy	841.44	08/01/2014	
303	ut001268	tfn00010	Ticompere, J	673.96	12/01/2013	
304	ut001268	VACANT		1395.00		
305	ut001268	VACANT		1045.00		
306	ut001268	tfn00011	Saada, M	850.00	05/01/2016	
307	ut001268	tfn00079	Bowie, Jessie	895.00	07/11/2017	
308	ut001268	tfn00013	Cerone (ODSP), Robert	895.00	06/01/2016	
309	ut001268	tfn00014	Almouza, Z.	791.70	08/01/2015	09/30/2017
310	ut001268	VACANT		895.00		
311	ut001268	VACANT		1395.00		
312	ut001268	tfn00004	Hoffman (ODSP), Alison	800.00	08/11/2017	
314	ut001268	VACANT		767.00		
315	ut001268	tfn00075	Kelford, Dave	700.00	08/01/2017	
316	ut001268	tfn00052	Younger, Denise	627.96	08/01/2011	
317	ut001268	tfn00053	Baker, Vanessa	988.50	09/01/2015	
318	ut001268	tfn00054	Murray, Ainsworth	544.49	04/01/2014	
401	ut001268	tfn00017	Licandro, Gregory	836.36	11/01/2008	
402	ut001268	VACANT		1045.00		
403	ut001268	VACANT		1045.00		
404	ut001268	VACANT		1395.00		
405	ut001268	tfn00019	Manirambona, Gerald	592.76	06/01/2014	
406	ut001268	tfn00020	Leveque, Tim	898.27	12/01/2013	
407	ut001268	tfn00021	Tiburtius, Akilan	912.48	12/01/2013	
408	ut001268	tfn00007	Aibarran Hildalgo, Fredrico	800.00	06/01/2017	

CLV GROUP INC.

Real Estate Broker, Property Management, Financial Services, Construction & Development and Relocation Services

345-347 Barber Street

Month End September, 2017

Residential Rent Roll

Unit	Unit Type	Tenant Code	Tenant Name	Rent	Move-In	Move-Out
409	ut001268	VACANT		895.00		
410	ut001268	tfn00022	Saida, Sarha Ismail	750.00	02/01/2016	
411	ut001268	VACANT		1395.00		
412	ut001268	tfn00024	Hartling, K	871.83	05/01/2010	
414	ut001268	tfn00055	Thomas, B	651.28	04/01/2008	
415	ut001268	tfn00056	Lamoureux, Donald	614.00	05/01/2013	
416	ut001268	tfn00057	Swerdferger, Eric	637.50	05/01/2015	
417	ut001268	tfn00058	Lauzon-Lacroix, Maxime	905.89	03/01/2015	
418	ut001268	tfn00059	Baumgarten, C	645.89	03/01/2008	
501	ut001268	tfn00025	Guay, D	995.00	03/01/2017	
502	ut001268	tfn00026	Treau de Coeli (ODSP), J	862.75	11/01/2015	
503	ut001268	tfn00027	Traynor, Ian	893.89	06/01/1992	
504	ut001268	tfn00028	Gervais, Diana	1209.88	01/01/2014	
505	ut001268	tfn00029	Meurling, A	827.22	07/01/2013	
506	ut001268	tfn00030	Ebanks, Fiona	895.00	07/01/2017	
507	ut001268	tfn00071	Lefebvre, Bob	.00	01/01/2017	
508	ut001268	tfn00031	Jonkman, Amy	905.76	12/01/2013	
509	ut001268	tfn00032	Lee, J	700.00	06/01/2016	
510	ut001268	VACANT		895.00		
511	ut001268	VACANT		1395.00		
512	ut001268	tfn00034	Kazak, H	761.25	12/01/2015	
514	ut001268	tfn00060	Kamps (ODSP), T	595.00	03/01/2016	
515	ut001268	tfn00044	Mahar Al-Yafi, Mohammad	633.36	11/01/2013	
516	ut001268	tfn00061	Ripley, Ben	913.50	09/01/2015	
517	ut001268	tfn00062	LeBlanc, Shawn	544.04	11/01/2013	
518	ut001268	tfn00063	Jones, Nick	527.80	09/01/2011	
601	ut001268	VACANT		1045.00		
602	ut001268	VACANT		1045.00		
603	ut001268	VACANT		1045.00		
604	ut001268	VACANT		1395.00		
605	ut001268	VACANT		1045.00		
606	ut001268	tfn00035	Lopez, Glymet	903.35	11/01/2006	
607	ut001268	VACANT		1095.00		
608	ut001268	tfn00037	Dumont, E	888.12	08/01/2013	
609	ut001268	VACANT		895.00		
610	ut001268	VACANT		895.00		
611	ut001268	tfn00038	Woodward, Victor	1067.27	07/01/2006	
612	ut001268	VACANT		945.00		
614	ut001268	tfn00064	Roberts (ODSP), R	664.82	06/01/2015	
615	ut001268	tfn00065	Ngalamulume, Pierre	687.00	07/11/2017	
616	ut001268	tfn00066	Villardita (ODSP), Maria	995.72	03/01/2014	
617	ut001268	tfn00067	Delhomme, Sisilia	629.30	02/01/2015	
618	ut001268	tfn00023	Miron, Richard	687.00	01/01/2008	
701	ut001268	VACANT		1045.00		
702	ut001268	tfn00040	Haines, Jordan	850.77	05/01/2012	
703	ut001268	VACANT		1045.00		
704	ut001268	tfn00042	Moussa (ODSP), Abdallah	1115.48	01/01/2016	
705	ut001268	VACANT		1045.00		
706	ut001268	tfn00043	El-Jabi, Mohamad	913.50	09/01/2015	
707	ut001268	VACANT		1095.00		

CLV GROUP INC.

Real Estate Broker, Property Management, Financial Services, Construction & Development and Rehabilitation Services

345-347 Barber Street

Month End September, 2017

Residential Rent Roll

Unit	Unit Type	Tenant Code	Tenant Name	Rent	Move-In	Move-Out
708	ut001268	VACANT		1095.00		
709	ut001268	VACANT		895.00		
710	ut001268	tfn00045	Hale, S	567.34	02/01/2014	
711	ut001268	tfn00046	Marlin, P	1275.14	07/01/2008	
712	ut001268	VACANT		945.00		
714	ut001268	tfn00068	Lin, Yu Jian	805.60	07/01/2013	
715	ut001268	tfn00033	Sheik, A	531.19	05/01/2013	
716	ut001268	tfn00069	Greer, Eric	862.75	11/01/2015	
717	ut001268	tfn00070	Miller (ODSP), Tina	565.11	02/01/2014	
718	ut001268	tfn00039	Allard, M	527.71	04/01/2008	

Summary

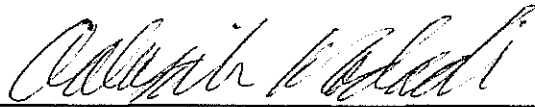
	Units	Percentage	Total
Total Units	110	100%	\$99,026.12
Total Occupied Units	66	60%	\$51,224.12
Total Vacant Units	44	40%	\$47,802.00

CLM GROUP INC.

Real Estate Broker, Property Management, Financial Services, Construction & Development and Remediation Services

TAB 38

This is **Exhibit “38”** referred to in the
Affidavit of
CHRISTOPHER SEBBEN herein,
Sworn before me
this 19th day of September, 2017.



A Commissioner for Taking Affidavits

Aaliyah Madadi, a Commissioner, etc.,
Province of Ontario,
while a Student-at-Law
Expires April 4, 2019.

Patricia L. Keane

Subject: FW: 345 Clarence Street - Golden Dragon Ho 10 Inc. - Permits and Orders
Attachments: 345 Clarence Order.png; 345 Clarence Order 2.png; 345 Clarence Permit 1700298.png;
 345 Clarence Permit 1700301.png; 345 Clarence Permit 1703051.png

From: Sider, Dietrich [<mailto:Dietrich.Sider@ottawa.ca>]
Sent: September 15, 2017 8:16 AM
To: Eric Golden
Cc: Goodfellow, Lisa; VanBuskirk, Shelley; Whitty, Brent (MAH); 'Chander, Natasha (MHO)'; 'Faiz, Sina (MHO)'; Kolokolnikova, Mila (MMA/MHO); Kenney, Kelly (MMA/MHO); Josef.Laufer@ontario.ca; Sayah, Saide; Cooke, Jason (MHO)
Subject: 345 Clarence Street - Golden Dragon Ho 10 Inc. - Permits and Orders

Hi Eric,

Further to your email below, and your questions about the building permits, we were able to locate additional information regarding renovations at the property. It has been a significant challenge to obtain information due to there being several addresses that seem to be associated with this property – For example, we found the different items that are attached through searches for 345 Barber, 345 Clarence, and 86 Beausoleil.

Apparently GDH began renovations in the building shortly after acquiring it last summer. We found records of two orders (attached) from August 2016, describing construction of additional bedrooms in the basement units without a building permit, and requiring the owner to remove the partitions or get a permit. GDH applied for and received a permit which resolved the order. (Permit 1700298, attached).

At the same time (January 22, 2017) they received the above permit, they applied for and received the permit for renovations to the lobby (Permit 1700301 attached)

Finally, we have now discovered a third building permit, granted on May 17, 2017, for interior alterations to the ground floor. (Attached, Permit 1703051)

Regards,

Dietrich

Dietrich Sider
 Program Administrator
 City of Ottawa
 Community and Social Services Department
 Housing Services Branch
 100 Constellation Drive, 8th floor East
 Ottawa, ON, K2G 6J8
 tel: (613) 580-2424 ext. 43132
 fax: (613) 580-2648
 email: dietrich.sider@ottawa.ca
www.ottawa.ca

From: Eric Golden [mailto:egolden@blaney.com]

Sent: Tuesday, September 12, 2017 4:59 PM

To: Goodfellow, Lisa <Lisa.Goodfellow@ottawa.ca>

Cc: 'Whitty, Brent (MHO)' <Brent.Whitty@ontario.ca>; 'Laufer, Josef (MMA/MHO)' <Josef.Laufer@ontario.ca>; 'Chander, Natasha (MHO)' <Natasha.Chander@ontario.ca>; 'Faiz, Sina (MHO)' <Sina.Faiz@ontario.ca>; 'Kolokolnikova, Mila (MMA/MHO)' <Mila.Kolokolnikova@ontario.ca>; 'Kenney, Kelly (MMA/MHO)' <Kelly.Kenney@ontario.ca>; Sayah, Saide <Saide.Sayah@ottawa.ca>; 'Cooke, Jason (MHO)' <Jason.Cooke@ontario.ca>

Subject: 347 Clarence Street - Golden Dragon Ho 10 Inc. - Status update and Monthly Affordability Payments

Hi Lisa,

Thanks for checking in.

Other than appointing a property manager to attorn rents, FN has not yet taken any enforcement steps. On the attornment side, all seems in order and the ODSP is remitting its portion of the subsidized rents directly to the PM.

In terms of developments of note, Golden Dragon recently terminated the employment of the superintendent, Bob Lefebvre (he is still on premises, but I expect no longer carrying out his usual day-to-day duties).

With respect to building permits, we obtained copies of the attached building permits. With respect to the lobby permit, apparently construction has stopped as GDH's funds ran out. With respect to the basement and lobby permit, we were advised that the basement renovations to 345 Clarence were for, among other things, the purposes of converting the area into a number of student housing units (completed), and that the intent was to continue with that student housing conversion process upward through 345 Clarence (but again the reno funds ran out). Does the City have any information on this basement building permit?

We also do not yet have a copy of the alleged replacement insurance policy (all we have is the attached certificate, with the broker advising the policy it received was not satisfactory).

I expect a decision on next enforcement steps by FN by the end of this week. One of the potential remedies FN is looking at is a temporary interim receiver, for the purposes of collecting its mortgage arrears, and stabilizing the properties to get them back to full occupancy so that those mortgage arrears get paid as soon as possible.

On a related note, could Natasha confirm that the Ministry wired directly to FN the monthly affordability payment due September 10, 2017.

And please let me know if you have any questions.

Eric Golden

Partner

Co-chair, Business Reorganization & Insolvency Group

egolden@blaney.com

416-593-3927 | 416-596-2049

From: Goodfellow, Lisa [<mailto:Lisa.Goodfellow@ottawa.ca>]
Sent: September 11, 2017 3:08 PM
To: Eric Golden
Cc: 'Whitty, Brent (MHO)'; 'Laufer, Josef (MMA/MHO)'; 'Chander, Natasha (MHO)'; 'Faiz, Sina (MHO)'; 'Kolokolnikova, Mila (MMA/MHO)'; 'Kenney, Kelly (MMA/MHO)'; Sayah, Saide; 'Cooke, Jason (MHO)'
Subject: 347 Clarence Street - Golden Dragon Ho 10 Inc. - Listed for Power of Sale?

Good afternoon Eric,

It has been a few weeks since we have connected regarding the property at 347 Clarence Street, Ottawa. Would it be possible for you to provide an update regarding the status of the mortgage and what steps First National has undertaken since we last spoke. It appears the property has been listed as a Power of Sale (see attached link). Can you confirm if this is accurate? We have not been advised by First National this is the case.

<https://www.realtor.ca/Commercial/Multi-family/18363884/345-347-CLARENCE-STREET-Ottawa-Ontario-K1N5R5-Lower-Town#v=d>

From the perspective of the City, we have not received any additional information or documentations from staff at GDH 10, although Dietrich has made several attempts to both contact them and obtain such information. We have also requested a time that we can properly view the property including vacant units. We have not received a response to this request as well.

Thanks
 Lisa

Lisa Goodfellow
 Program Manager
 Housing Services Branch
 Community & Social Services Department
 City of Ottawa

100 Constellation Crescent, 8th Floor east, Ottawa
 (613) 580-2424 ext.43240
lisa.goodfellow@ottawa.ca

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Seq Number	2
Compliance Date	11-AUG-2016
Reference & Section	8.(1)BCA
Description and Location	Interior partition walls constructed in suite 107 without the benefit of a Building Permit. This construction removes area from the living/dining/kitchen area to create two additional bedrooms. The constructed walls decrease the floor area of the common area below the minimum code requirements, and removes the required natural lighting from these areas.

Required Action
 Remove the partition walls or obtain a Building Permit with an alternate layout which is code compliant. Do so before earliest of deadline or continuing construction of the walls.

Select

Amended Compliance Date 1	00- -0000
Amended Compliance Date 2	00- -0000
Amended Compliance Date 3	00- -0000
Date Complied	25-JAN-2017



Seq Number	1
Compliance Date	11-AUG-2016
Reference & Section	8.1)BCA
Description and Location	Interior partition walls constructed in suites 101 and 105 without the benefit of a Building Permit. This construction removes area from the living/dining/kitchen area to create an additional bedroom. The constructed wall decreases the floor area of the common area below the minimum code requirements, and removes the required natural lighting from these areas.
Required Action	Remove interior partition wall. Do so before earliest of deadline or continuing construction of the wall.

Select

Amended Compliance Date 1	00- -0000
Amended Compliance Date 2	00- -0000
Amended Compliance Date 3	00- -0000
Date Complied	25JAN-2017

Construction
 Application Number: 51000007 Application Date: 31-OCT-2016
 Process Stream: Large Building - Fit Up
 Permit Number: 1700298 Permit Issued Date: 25-JAN-2017 Complete Y N
 Proposed Work: Interior alterations to the ground floor and lower level of a 6 storey apartment building
 Subdivision: Specs Received Y N Plumbing Y N
 Location Description: 16 TO 18 Block (Plan) Deferral Agreement Y N
 Lot (Conc or Plan): Plan Number 43586 Parts 2 TO 4
 Concession Number: 4R21669 Municipality Ottawa
 Ref Plan Number (4R/5R): PLAN 43586 PT LOTS 16 TO 18/RP 4R21669 PARTS 2 TO 4
 Work Duration: From 00-0000 To 00-0000 C/W/S NO Prov DC NO
 Ward: Ward 12 Dev Charge Area 1
 Inspection District: CEN EAST Storm Pond Area Not Applicable
 Zoning at Time of Appl: Please consult the official consolidated Zoning By-law
 DRP Area Central Dev Chg Exempt No Transit Buffer Area No

Name	Role	Main	Address	Address Type	Mailing Addr	Telephone	Telephone Type	Tel. Contact Name	Civic Addr
NAPIORKOWSKI, FLORA ANN	Payee	<input checked="" type="checkbox"/>	842 DUNDEE AVE OTTAWA	Home					<input checked="" type="checkbox"/>
NAPIORKOWSKI, JOHN	Applicant/Agent	<input type="checkbox"/>	accurate.ottawa@gmail.com	E-Mail		(613)721-0761	Business		<input type="checkbox"/>
GOLDEN DRAGON HO 11 INC	Property Owner	<input type="checkbox"/>	532 MONTREAL RD UNIT 110 OTTAWA	Business					<input checked="" type="checkbox"/>
CONTRACTOR UNKNOWN	Contractor	<input type="checkbox"/>							<input type="checkbox"/>

Address(s):

345 BARRIE ST OTTAWA K1R 1R5



BUILDING PERMIT

PERMIS DE CONSTRUCTION

Date of Issuance: **25-Jan-2017**
Date de délivrance:

Application No / Demande n° : **A16-007007**
Permit No / Permis n° : **1700298**

Permission is Hereby Given To / Le présent permis est délivré à

Property Owner(s) / Propriétaire(s) : **GOLDEN DRAGON HO 11 INC**
Location / Lieu : **345 BARBER ST Ottawa**
Lot Number / Numéro du lot : **16 TO 18**
Permit Type / Type de permis : **Construction**
Project Description / Description du projet : **Interior alterations to the ground floor and lower level of a 6 storey apartment building**
Please contact the Inspector noted below prior to commencing construction /
Veuillez communiquer avec l'inspecteur mentionné ci-dessous avant de commencer les travaux

Building Inspector/ Inspecteur en bâtiment	CAOINETTE, RYAN	613-580-2424	Ext./Poste 24136
Mechanical Inspector/ Inspecteur en mécanique	CAOINETTE, RYAN	613-580-2424	Ext./Poste 24136

Issued under the authority of /
Délivrance autorisée par

Frank Bidin

Chief Building Official /
Chef du service du bâtiment

The owner hereby, covenants and agrees with the Corporation of the City of Ottawa, that the owner will abide by and conform to the conditions and regulations, in consideration of the above Permit. The owner hereby agrees to indemnify and save harmless the said Corporation of the City of Ottawa, all the Officers, Servants and Agents thereof, from all claims, demands, damages, arising out of or incurred by reason of the execution of the above referred to, or by reason of Permit above granted.

Le propriétaire soussigné, arrête et conviens avec la Ville d'Ottawa de se conformer aux conditions et aux clauses du permis ci-dessus, en contrepartie de sa délivrance. Le propriétaire conviens également d'indemniser la Ville d'Ottawa et ses dirigeants, employés et mandataires des réclamations, exigences et poursuites en dommages-intérêts liés à l'exécution des travaux mentionnés ci-dessus ou à la délivrance dudit permis.

I attest my hand this date: January 25, 2017
Je certifie ma signature en date du: 25 janvier, 2017

Signed To /
Révisé à FLO NAPICKI-KOULSKI
(Please Print / En caractères d'imprimerie)

Signature of owner or authorized agent
Signature du propriétaire ou de l'agent autorisé

POST THIS PERMIT IN A CONSPICUOUS PLACE
AFFICHER CE PERMIS EN UN ENDROIT BIEN EN VUE

Permit Class: Construction
 Application Number: **41300989** Application Date: 22-DEC-2016
 Process Stream: Large Building - Fit Up Permit issued Date: 25-JAN-2017 Complete: Y N
 Permit Number: 1700301
 Proposed Work: Interior alterations in the lobby of a 6 storey apartment building Specs Received: Y N
 Subdivision: Plumbing Y N
 Location Description: Y N
 Lot (Conc or Plan): Block (Plan) Deferral Agreement Y N
 Concession Number: 43586 Plan Number Parts
 Ref Plan Number (4R/5R): Municipality: Ottawa
 Legal Description: PLAN 43586 PT LOTS 16 TO 18, RP 4R21668 PARTS 2 TO 4
 Work Duration: From 00-0000 To 00-0000 C/W/S: NO Prov DC: NO DRP Area: Central
 Ward: Ward 12 Dev Change Area: 1 Dev.Chg.Exempt: No
 Inspection District: CEN EAST Storm Pond Area: Not Applicable Transit Buffer Area: No
 Zoning at Time of Appl: Please consult the official consolidated Zoning By-law

Name	Role	Main	Address	Address Type	Mailing Addr	Telephone	Telephone Type	Tel Contact Name	Civic Addr
NAPIORKOWSKI, FLORA ANN	Payee	<input checked="" type="checkbox"/>	842 DUNDEE AVE OTTAWA	Home					<input checked="" type="checkbox"/>
NAPIORKOWSKI, JOHN	Applicant/Agent	<input type="checkbox"/>	accurate.ottawa@gmail.com	E-Mail		(613)721-0761	Business		<input type="checkbox"/>
CONTRACTOR UNKNOWN	Contractor	<input type="checkbox"/>							<input type="checkbox"/>
M. DAVID BLAKELY ARCHITE	Architect/Designs	<input type="checkbox"/>	mdblakely@bellnet.ca	E-Mail		(613)226-8611	Business	M. DAVID BLAKELY	<input type="checkbox"/>

Address(s):

345 BARBER ST OTTAWA K1P 1T5



BUILDING PERM

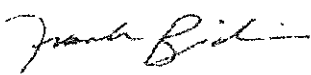
PERMIS DE CONSTRUCTION

Date of Issuance: **25-Jan-2017** Application No / Demande n° : **A16-007939**
 Date de délivrance: **25-Jan-2017** Permit No / Permis n° : **1700301**

Permission is Hereby Given To / Le présent permis est délivré à

Property Owner(s) / Propriétaire(s) **GOLDEN DRAGON HO 11 INC**
 Location / Lieu : **345 BARBER ST Ottawa**
 Lot Number / Numéro du lot :
 Permit Type / Type de permis : **Construction**
 Project Description / Description du projet : **Interior alterations in the lobby of a 6 storey apartment building**
 Please contact the Inspector noted below prior to commencing construction /
 Veuillez communiquer avec l'inspecteur mentionné ci-dessous avant de commencer les travaux

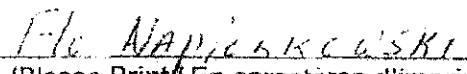
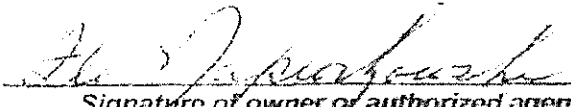
Building Inspector/ Inspecteur en bâtiment	CAOQUETTE, RYAN	613-580-2424	Ext./Poste 24136
Mechanical Inspector/ Inspecteur en mécanique	CAOQUETTE, RYAN	613-580-2424	Ext./Poste: 24136

Issued under the authority of /
 Délivrance autorisée par 
Frank Bidin Chief Building Official /
 Chef du service du bâtiment

The owner hereby, covenants and agrees with the Corporation of the City of Ottawa, that the owner will abide by and conform to the conditions and regulations, in consideration of the above Permit. The owner hereby agrees to indemnify and save harmless the said Corporation of the City of Ottawa, all the Officers, Servants and Agents thereof, from all claims, demands and damages, arising out of or incurred by reason of the execution of the above referred to, or by reason of Permit above granted.

Le propriétaire soussigné, arrête et conviens avec la Ville d'Ottawa de se conformer aux conditions et aux clauses du permis ci-dessus, en contrepartie de sa délivrance. Le propriétaire conviens également d'indemniser la Ville d'Ottawa et ses dirigeants, employés et mandataires des réclamations, exigences et poursuites en dommages-intérêts liés à l'exécution des travaux mentionnés ci-dessus ou à la délivrance dudit permis.

I attest my hand this date. **January 25, 2017**
 J'atteste ma signature en date du: **25 janvier, 2017**

Witnessed To: 
 by: **FRANK NAPIERKOWSKI** (Please Print/ En caractères d'imprimerie)

 Signature of owner or authorized agent
 Signature du propriétaire ou de l'agent autorisé

POST THIS PERMIT IN A CONSPICUOUS PLACE
PRIERE D'AFFICHER EN UN ENDROIT BIEN EN VUE

Permit Class: Construction
 Application Number: A17-002457 Application Date: 19-APR-2017
 Process Stream: Large Building - Fit Up Permit Issued Date: 17-MAY-2017
 Permit Number: 1703051
 Proposed Work: Interior alterations to the ground floor of a 6 storey apartment building Complete C Y C N
 Subdivision: Specs Received C Y C N Plumbing C Y C N
 Location Description: 16, 18 Block (Plan) Deferal Agreement C Y C N
 Lot (Conc or Plan): 43586 Plan Number Parts
 Concession Number: 4R21669 Municipality Ottawa
 Ref Plan Number (4R/5R): PLAN 43686 PT LOTS 16 TO 18 RP 4R21669 PARTS 1 TO 4
 Legal Description: From 00-0000 To 00-0000 C/W/S ND Prov DC ND
 Work Duration: Ward 12 Dev Charge Area 1
 Inspection District: CEN EAST Storm Pond Area Not Applicable
 Zoning at Time of Appl: Please consult the official consolidated Zoning By-law
 Contacts:

Name	Role	Main	Address	Address Type	Mailing Addr.	Telephone	Telephone Type	Tel Contact Name	Civic Addr.
NAPIORKOWSKI, JOHN	Applicant/Agent	<input type="checkbox"/>	accurate.ottawa@gmail.com	E-Mail	<input type="checkbox"/>	(613)581-3601	Cell		<input type="checkbox"/>
GOLDEN DRAGON HO 11 INC	Property Owner	<input type="checkbox"/>	532 MONTREAL RD UNIT 110 OTTAWA	Business	<input type="checkbox"/>				<input checked="" type="checkbox"/>
CONTRACTOR UNKNOWN	Contractor	<input type="checkbox"/>	2200 PRINCE OF WALES DR OTTAWA	Business	<input type="checkbox"/>	(613)226-8811	Business	M. DAVID BLAKELY	<input checked="" type="checkbox"/>
M. DAVID BLAKELY ARCHITE	Architect/Designer	<input type="checkbox"/>			<input type="checkbox"/>				<input checked="" type="checkbox"/>

Address(es):

345 BARBER ST Ottawa K1N5R5

TAB 39

This is **Exhibit “39”** referred to in the
Affidavit of
CHRISTOPHER SEBBEN herein,
Sworn before me
this 19th day of September, 2017.



A Commissioner for Taking Affidavits

Aaliyah Madadi, a Commissioner, etc.,
Province of Ontario,
while a Student-at-Law.
Expires April 4, 2019.

17-72944

Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE**

**THE HONOURABLE MR
JUSTICE BEAUDOIN**

)
)
)

**WEDNESDAY, THE 14TH
DAY OF JUNE 2017**

B E T W E E N

ROYAL BANK OF CANADA

Applicant

- and -

GOLDEN DRAGON HO 9 INC.

Respondent

**APPLICATION UNDER section 47 of the Bankruptcy and Insolvency Act,
R.S.C. 1985, c. B-3, as amended**

**APPOINTMENT ORDER
(Interim Receiver)**

THIS APPLICATION made by Royal Bank of Canada (the "**Applicant**") for an Order pursuant to section 47 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**") appointing MNP Ltd. ("**MNP**") as interim receiver (in such capacity, the "**Receiver**") of the property of Golden Dragon Ho 9 Inc. (the "**Respondent**") identified on the attached **Schedule "A"** and all rents derived therefrom (the "**Property**") was heard this day at 161 Elgin Street in Ottawa, Ontario.

ON READING the Affidavit of Richard Hall sworn 13 June 2017 and the Exhibits thereto and on reading the Consent of MNP to act as the Receiver,

SERVICE

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

APPOINTMENT

2. **THIS COURT ORDERS** that pursuant to section 47 of the BIA, MNP is hereby appointed interim receiver of the Property.

RECEIVER'S POWERS

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

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property; ^{and to pay all expenses}
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to engage a property manager to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (d) to receive and collect all monies and accounts now owed or hereafter owing to the Respondent in respect of the Property and to exercise all remedies of the Respondent in collecting such monies, including, without limitation, to enforce any security held by the Respondent in respect of the Property;

- 3 -

- (e) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Respondent, for any purpose pursuant to this Order;
- (f) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Property and to settle or compromise any such proceedings, and the authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (g) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (h) to register a copy of this Order against title to the Property;
- (i) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority in respect of the Property and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Respondent;
- (j) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

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

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. **THIS COURT ORDERS** that (i) the Respondent, (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

- 4 -

foregoing, collectively, being "**Persons**" and each being a "**Person**") shall forthwith advise the Receiver of the existence of any aspect(s) or portion(s) of the Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

5. **THIS COURT ORDERS** that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Respondent in respect of the Property, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph ⁵ or in paragraph ⁴ of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

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

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE RESPONDENT OF THE PROPERTY

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

NO EXERCISE OF RIGHTS OR REMEDIES

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

NO INTERFERENCE WITH THE RECEIVER

10. **THIS COURT ORDERS** that no Person shall discontinuc, 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 Respondent in respect of the Property, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

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

RECEIVER TO HOLD FUNDS

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

EMPLOYEES

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

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section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

LIMITATION ON ENVIRONMENTAL LIABILITIES

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

LIMITATION ON THE RECEIVER'S LIABILITY

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

RECEIVER'S ACCOUNTS

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

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otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "**Receiver's Charge**") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

18. **THIS COURT ORDERS** that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

19. **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$200,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

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

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

23. **THIS COURT ORDERS** that the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Respondent's creditors or other interested parties at their respective addresses as last shown on the records of the Respondent and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

GENERAL

24. **THIS COURT ORDERS** that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

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

26. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully

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requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

27. **THIS COURT ORDERS** that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

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

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



ENTERED AT OTTAWA INSCRIT A OTTAWA	
ON/LE	JUN 14 2017
DOCUMENT #	0411
IN BOOK NO. 73-13 AU REGISTRE NO. 73-13	

SCHEDULE "A"
THE PROPERTY

PIN 04650-0187 LT

Description: PART BLOCK C PLAN 378656, AS IN CR645330(2NDLY) EXCEPT PARTS 3, 4 AND 5 PLAN 4R2325, PARTS 1, 2 AND 4 PLAN 4R16800; OTTAWA. SUBJECT TO AN EASEMENT IN FAVOUR OF THE CORPORATION OF THE TOWNSHIP OF NEPEAN OVER

PART 3 PLAN 4R16800 AS IN CR503095. SUBJECT TO AN EASEMENT IN FAVOUR OF CITY OF OTTAWA OVER PART 3 PLAN 4R16800 AS IN LT1407067. S/T EASEMENT IN GROSS AS IN OC530259. S/T AN EASEMENT AS IN OC686680.

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SCHEDULE "B"
RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. **THIS IS TO CERTIFY** that MNP Ltd, the interim receiver (the "**Receiver**") of the real property described in **Schedule "A"** and related personal property including all proceeds thereof (collectively, the "**Property**") appointed by Order of the Ontario Superior Court of Justice (the "**Court**") has received from the holder of this certificate (the "**Lender**") the principal sum of \$_____, being part of the total principal sum of \$200,000 which the Receiver is authorized to borrow under and pursuant to the Order.

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

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

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

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

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

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

DATED the ____ day of _____, 20__.

MNP Ltd., solely in its capacity
as Receiver of the Property, and not in its
personal capacity

Per: _____

Name:

Title:

TOR LAW\91946202

DRAFT 6/13/17 04:00 PM

Court File No.: 17-72944

ROYAL BANK OF CANADA
Applicant

v.

GOLDEN DRAGON HO 9 INC.
Respondent

ONTARIO
SUPERIOR COURT OF JUSTICE

(PROCEEDING COMMENCED AT OTTAWA)

ORDER

GOWLING WLG (CANADA) LLP
Barristers and Solicitors
1 First Canadian Place
100 King Street West, Suite 1600
Toronto ON M5X 1G5

E. Patrick Shea (LSUC No. 39655K)
Tel: (416) 369-7399
Fax: (416) 862-7661

Lawyers for the Applicant

Court File No.: 17-72944

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE M ^C .)	THURSDAY, THE 6 TH
)	
JUSTICE MACLEOD)	DAY OF JULY, 2017

B E T W E E N

ROYAL BANK OF CANADA

Applicant

- and -

GOLDEN DRAGON HO 9 INC.

Respondent

**APPLICATION UNDER section 47 of the *Bankruptcy and Insolvency Act*,
R.S.C. 1985, c. B-3, as amended**

**ORDER
(Appointing Receiver)**

THIS MOTION made by the Applicant Royal Bank of Canada ("RBC") for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "BIA") appointing MNP Ltd. ("MNP") as receiver and manager without security of the property of Golden Dragon Ho 9 Inc. (the "Debtor") identified on the attached **Schedule A** and all related rental income (the "Property"), was heard this day at 161 Elgin St., Ottawa, Ontario.

ON READING the affidavit of Richard Hall sworn 4 July 2017 and on hearing the submissions of counsel for RBC,

SERVICE

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

APPOINTMENT

2. **THIS COURT ORDERS** that pursuant to section 243(1) of the BIA, MNP is hereby appointed as receiver and manager (in that capacity, the “Receiver”), without security, of the Property.

RECEIVER'S POWERS

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

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate, and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtor;

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- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
- (g) to settle, extend or compromise any indebtedness owing to the Debtor;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;
- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;

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- (k) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (l) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (m) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (n) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor; and
- (o) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations,

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

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. **THIS COURT ORDERS** that (i) the Debtor, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on 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 Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

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

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

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

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

NO EXERCISE OF RIGHTS OR REMEDIES

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

NO INTERFERENCE WITH THE RECEIVER

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

CONTINUATION OF SERVICES

11. **THIS COURT ORDERS** that all Persons having oral or written agreements with the Debtor or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtor are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the Debtor's current

telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtor or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

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

EMPLOYEES

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

PIPEDA

14. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "**Sale**"). Each prospective purchaser or bidder to

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whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

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

LIMITATION ON THE RECEIVER'S LIABILITY

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

this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

RECEIVER'S ACCOUNTS

17. **THIS COURT ORDERS** that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "**Receiver's Charge**") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

19. **THIS COURT ORDERS** that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

20. **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$200,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and

- 10 -

is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

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

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

SERVICE AND NOTICE

24. **THIS COURT ORDERS** that the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Debtor's creditors or other interested parties at their respective addresses as last shown on the records of the Debtor and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

GENERAL

25. **THIS COURT ORDERS** that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

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

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

28. **THIS COURT ORDERS** that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

29. **THIS COURT ORDERS** that the Applicant shall have its costs of this Motion, up to and including entry and service of this Order, provided for by the terms of the Applicant's security to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.

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

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ON/LE	JUL 06 2017
DOCUMENT #	CA11
IN BOOK NO. 73-13	
AU REGISTRE NO. 73-13	



MR. JUSTICE C. MACLEOD

DOCSTOR: 1771742\8

SCHEDULE "A"

THE PROPERTY

PIN 04650-0187 LT

Description: PART BLOCK C PLAN 378656, AS IN CR645330(2NDLY) EXCEPT PARTS 3, 4 AND 5 PLAN 4R2325, PARTS 1, 2 AND 4 PLAN 4R16800; OTTAWA. SUBJECT TO AN EASEMENT IN FAVOUR OF THE CORPORATION OF THE TOWNSHIP OF NEPEAN OVER

PART 3 PLAN 4R16800 AS IN CR503095. SUBJECT TO AN EASEMENT IN FAVOUR OF CITY OF OTTAWA OVER PART 3 PLAN 4R16800 AS IN LT1407067. S/T EASEMENT IN GROSS AS IN OC530259. S/T AN EASEMENT AS IN OC686680.

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SCHEDULE "B"**RECEIVER CERTIFICATE**

CERTIFICATE NO. _____

AMOUNT \$ _____

1. **THIS IS TO CERTIFY** that MNP Ltd., the receiver and manager (the "Receiver") of certain of the property of Golden Dragon Ho 9 Inc. (the "Property") appointed by Order of the Ontario Superior Court of Justice (the "Court") dated the 6th day of July, 2017 (the "Order") has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$ _____, being part of the total principal sum of \$200,000 which the Receiver is authorized to borrow under and pursuant to the Order.

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

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

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

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

- 3 -

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

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

DATED the ____ day of _____, 20__.

MNP LTD., solely in its capacity as Receiver of
the Property, and not in its personal capacity

Per: _____

Name:

Title:

<p>ROYAL BANK OF CANADA Applicant</p>	<p>GOLDEN DRAGON HO 9 INC. Respondent</p>
<p>v.</p>	
<p>ONTARIO SUPERIOR COURT OF JUSTICE</p> <p>(PROCEEDING COMMENCED AT OTTAWA)</p>	
<p>ORDER</p> <p>GOWLING WLG (CANADA) LLP Barristers and Solicitors 1 First Canadian Place 100 King Street West, Suite 1600 Toronto ON M5X 1G5</p> <p>E. Patrick Shea (LSUC No. 39655K) Tel: (416) 369-7399 Fax: (416) 862-7661</p> <p>Solicitors for the Applicant</p>	

Court File No. 17-72881

ONTARIO
SUPERIOR COURT OF JUSTICE

THE HONOURABLE MADAM)	WEDNESDAY, THE 21 st DAY OF
)	JUNE, 2017
JUSTICE CORTHORN)	

FIRST SOURCE FINANCIAL MANAGEMENT INC.

Applicant

- and -

GOLDEN DRAGON HO 5 INC. and GOLDEN DRAGON HO 7 INC.

Respondents

ORDER

THIS APPLICATION made by the Applicant for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "BIA") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "CJA") appointing Collins Barrow Toronto Limited ("**Collins Barrow**") as receiver (in such capacities, the "**Receiver**") without security, over the lands and premises municipally known as: (i) 39-85 Costello Avenue, Ottawa, Ontario and having the legal description set out in Schedule "A" (the "**Ottawa Property**") and (ii) 64, 68 and 70 Reynolds Drive and 10, 14, 18 and 22 Salisbury Avenue, Brockville, Ontario and having the legal description set out in Schedule "A" (the "**Brockville Property**") and with the Ottawa Property, the "**Real Property**"), owned by Golden Dragon Ho 7 Inc. and Golden Dragon Ho 5 Inc. (collectively, the "**Debtor**"), respectively, was heard this day at the courthouse, Ottawa, Ontario.

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ON READING the affidavit of David Mandel sworn June 7, 2017 and the Exhibits thereto and on hearing the submissions of counsel for the Applicant, being advised the Debtor does not oppose the Application and on reading the consent of Collins Barrow to act as the Receiver,

SERVICE

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

APPOINTMENT

2. THIS COURT ORDERS that pursuant to section 243(1) of the BIA and section 101 of the CJA, Collins Barrow is hereby appointed Receiver, without security, of the Real Property and for all of the assets and undertakings of the Debtor acquired for, or used in relation to the Real Property, including all proceeds therefrom (together with the Real Property, the "Property").

RECEIVER'S POWERS

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

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical

- 3 -

inventories and the placement of such insurance coverage as may be necessary or desirable;

- (c) to manage and operate the Property, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, or cease to perform any contracts of the Debtor in respect of the Property;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets in respect of the Property or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor in respect of the Property and to exercise all remedies of the Debtor in respect of the Property in collecting such monies, including, without limitation, to enforce any security held by the Debtor in respect of the Property;
- (g) to settle, extend or compromise any indebtedness owing to the Debtor in respect of the Property;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;
- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or

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

- (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
 - (i) without the approval of this Court in respect of any transaction not exceeding \$100,000, provided that the aggregate consideration for all such transactions does not exceed \$250,000; and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

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

- (l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;

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- (m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor in respect of the Property;
- (p) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
- (q) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have in respect of the Property; and
- (r) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations,

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

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. THIS COURT ORDERS that (i) the Debtor, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals,

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firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "Persons" and each being a "Person") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

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

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

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providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

7. THIS COURT ORDERS that the Receiver shall provide each of the relevant landlords with notice of the Receiver's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Receiver's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Receiver, or by further Order of this Court upon application by the Receiver on at least two (2) days notice to such landlord and any such secured creditors.

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE DEBTOR IN RESPECT OF THE PROPERTY OR THE PROPERTY

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

NO EXERCISE OF RIGHTS OR REMEDIES

10. THIS COURT ORDERS that all rights and remedies against the Debtor in respect of the Real Property, the Receiver, or affecting the Property, are hereby stayed

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and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

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

CONTINUATION OF SERVICES

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

RECEIVER TO HOLD FUNDS

13. THIS COURT ORDERS that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into new property-specific accounts to be opened by the Receiver for each of the Ottawa Property and the Brockville Property as well as a new account for receipts and disbursements that do not relate specifically to either Real Property (the "Segregated Accounts"). For certainty, all receipts in respect of the Ottawa Property or the Brockville Property shall be deposited into the Segregated Account opened in respect of such property and all Permitted Disbursements (defined below) in respect of such property shall be drawn from the Segregated Account opened for that property. "Permitted Disbursements" shall mean realty taxes, utilities, payroll, insurance, maintenance expenses, other reasonable property-specific expenses and business expenses associated with the Property. The monies standing to the credit of such Segregated Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

EMPLOYEES

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

PIPEDA

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

LIMITATION ON ENVIRONMENTAL LIABILITIES

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

be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER'S LIABILITY

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

RECEIVER'S ACCOUNTS

18. THIS COURT ORDERS that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "**Receiver's Charge**") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall, subject to the provisions in paragraph 19, form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

19. THIS COURT ORDERS that the Receiver and its counsel shall allocate their respective fees and disbursements between the Ottawa Property and the Brockville Property to the extent possible, provided that any such fees and disbursements which cannot reasonably be allocated to a specific Real Property shall be allocated equally between the Ottawa Property and the Brockville Property. The Receiver's Charge shall apply to the Ottawa Property and the Brockville Property in accordance with the allocation conducted by the Receiver pursuant to the provisions of this paragraph 19. For greater certainty, the Receiver's Charge shall not be applied against the Ottawa Property for fees and disbursements relating specifically to the Brockville Property, and

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it shall not be applied against the Brockville Property for fees and disbursements relating specifically to the Ottawa Property.

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

21. THIS COURT ORDERS that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

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

- 13 -

relate specifically to either property shall be allocated equally against each Real Property.

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

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

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

SERVICE AND NOTICE

26. THIS COURT ORDERS that the E-Service Protocol of the Commercial List (the "**Protocol**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL: <http://www.collinsbarrow.com/en/cbr/current-engagements-toronto/Golden-Dragon-Costello-Reynolds-Properties>.

27. THIS COURT ORDERS that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or

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distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Debtor's creditors or other interested parties at their respective addresses as last shown on the records of the Debtor and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

GENERAL

28. THIS COURT ORDERS that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

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

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

31. THIS COURT ORDERS that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

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

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

Justine Cordova

ENTERED AT OTTAWA	
INSCRIT A OTTAWA	
ON/LE	JUN 23 2017
DOCUMENT #	0411
IN BOOK NO. 73-13	
AU REGISTRE NO. 73-13	

SCHEDULE "A"

Legal Descriptions

Brockville Property

BLOCK F, PLAN 250, BROCKVILLE, CITY OF BROCKVILLE BEING ALL OF PIN 44175-0386 (LT)

Ottawa Property

BLOCK L, PLAN 529418, NEPEAN, CITY OF OTTAWA BEING ALL OF PIN 04694-0184 (LT)

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SCHEDULE "B"
RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that Collins Barrow Toronto Limited, the receiver (the "Receiver") of the Property of the Debtors, as such terms are defined in the Order of the Ontario Superior Court of Justice (the "Court") dated the 21st day of June, 2017 (the "Order") appointing the Receiver, made in an application having Court file number 17-72881, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$ _____, being part of the total principal sum of \$ _____ which the Receiver is authorized to borrow under and pursuant to the Order.

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

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

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

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

- 3 -

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

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

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

DATED the _____ day of _____, 20__

Collins Barrow Toronto Limited, solely in its
capacity as Receiver of the Property, and
not in its personal capacity

Per: _____
Name:
Title:

Court File No.:

17 - 73182

ONTARIO
SUPERIOR COURT OF JUSTICE

BETWEEN

ROYAL BANK OF CANADA

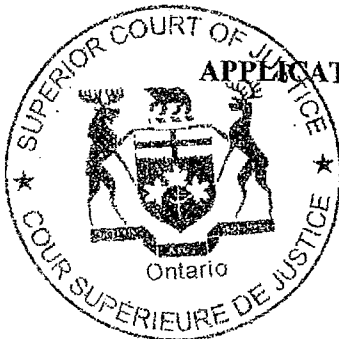
Applicant

- and -

GOLDEN DRAGON HO 2 INC. AND GOLDEN DRAGON HO 4 INC.

Respondents

APPLICATION UNDER section 243(1) of the *Bankruptcy and Insolvency Act*,
R.S.C. 1985, c. B-3, as amended



NOTICE OF APPLICATION

TO THE RESPONDENT(S)

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the applicants. The claim made by the applicants is set out on the following pages.

THIS APPLICATION will come on for hearing ON THURSDAY, 6 JULY 2017 AT 2:00 P.M. AT 161 ELGIN STREET IN OTTAWA, ONTARIO.

IF YOU WISH TO OPPOSE THIS APPLICATION, to receive notice of any step in the application or to be served with any documents in the application, you or an Ontario lawyer acting for you must forthwith prepare a notice of appearance in Form 38C prescribed by the *Rules of Civil Procedure*, serve it on the applicants' lawyer or, where the applicants do not have a lawyer, serve it on the applicants, and file it, with proof of service, in this court office, and you or your lawyer must appear at the hearing.

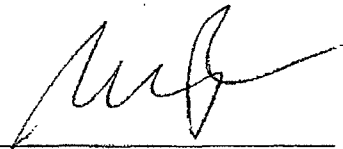
- 2 -

IF YOU WISH TO PRESENT AFFIDAVIT OR OTHER DOCUMENTARY EVIDENCE TO THE COURT OR TO EXAMINE OR CROSS-EXAMINE WITNESSES ON THE APPLICATION, you or your lawyer must, in addition to serving your notice of appearance, serve a copy of the evidence on the applicants' lawyer or, where the applicants do not have a lawyer, serve it on the applicants, and file it, with proof of service, in the court office where the application is to be heard as soon as possible, but not later than 2:00 p.m. on the day before the hearing.

IF YOU FAIL TO APPEAR AT THE HEARING, JUDGMENT MAY BE GIVEN IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO OPPOSE THIS APPLICATION BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

Date: 30 June 2017

Issued by _____


Local Registrar

Address of Court Office:
161 Elgin St
Ottawa, Ontario

**TO: GOLDEN DRAGON HO 2 INC. and
GOLDEN DRAGON HO 4 INC.
300A-384 Bank St
Ottawa ON K2P 1Y4**

APPLICATION

1. The Applicant makes an application for:
 - (a) An Order appointing MNP Ltd. as receiver over certain commercial properties owned by the Respondents Golden Dragon Ho 2 Inc. and Golden Dragon Ho 4 Inc. (together, the "**Debtor**") located at 366-386 Bank St. and 401-410 Gilmour St. in Ottawa, Ontario and all rental income derived from those commercial properties (the "**Property**") pursuant to s. 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, cc B-3 (the "**BIA**").
 - (b) Such further and other relief as this Honourable Court deems just.

2. The grounds for the Application are:
 - (a) The Applicant, Royal Bank of Canada ("**RBC**") is a secured creditor of the Debtor and is owed no less than \$6,359,524.
 - (b) As security for the amount owing, RBC has security over the Property.
 - (c) The Debtor has defaulted on its obligations and, Specifically, the Debtor has not paid municipal taxes relating to the Property and has allowed the insurance on the Property to lapse.
 - (d) On or about 19 June 2017, RBC delivered to the Debtor a Notice of Intention to Enforce Security as required by s. 244 of the BIA (the "**244 Notice**"). The Debtor has not responded to the 244 Notice.
 - (e) The appointment of a receiver over the Property is just or convenient.
 - (f) The grounds set forth in the Affidavit of Richard to be sworn (the "**Hall Affidavit**").
 - (g) Subsection 243(1) of the BIA.

- (h) Such further and other grounds as counsel may advise and this Honourable Court may accept.
3. The following documentary evidence will be used at the hearing of the Application:
- (a) The Hall Affidavit.
- (b) Such further and other evidence as this Honourable Court may permit.

Date: 30 June 2017

GOWLING WLG (CANADA) LLP
Barristers and Solicitors
1 First Canadian Place
100 King Street West, Suite 1600
Toronto ON M5X 1G5

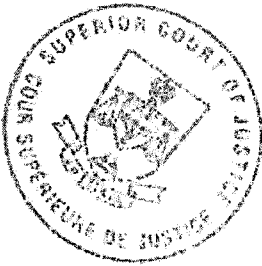
E. Patrick Shea (LSUC No.: 39655K)
Tel: (416) 369-7399
Fax: (416) 862-7661

Benoit M. Duchesne (LSUC No.: 44922I)
Tel: (613) 786-0142
Fax: (613) 788-3737
benoit.duchesne@gowlingwlg.com
Solicitors for the Applicant

Court File No. CV-17-581591-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE MR.)	THURSDAY, THE 31 ST
)	
JUSTICE HAINEY)	DAY OF AUGUST, 2017



KINGSETT MORTGAGE CORPORATION

Applicant

- and -

M.Y. RESIDENTIAL INC.

Respondent

ORDER
(Appointing Receiver)

THIS APPLICATION made by the Applicant for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "**CJA**") appointing KSV Kofman Inc. ("**KSV**") as receiver and manager (in such capacity, the "**Receiver**") without security, of the real property known as 637, 647, 653 and 655 Johnson Street, Kingston, Ontario (collectively, hereinafter referred to as the "**Real Property**"), the legal description of which is further set out at **Schedule "A"** to this Order, and all other property, assets and undertakings of M.Y. Residential Inc. ("**M.Y. Residential**" or the "**Debtor**") related thereto (collectively, the "**Property**"), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of Amy McLandress, sworn August 24, 2017, and the Exhibits thereto, the First Report of KSV, dated August 24, 2017, (the "**Pre-Filing Report**"), the Supplemental Report of KSV, dated August 31, 2017, and, on hearing the submissions of

-2-

*counsel for Jose Buitrago Ltd,
S. Daniel Baldwin and
Jon Bandy*

counsel for the Applicant, counsel for KSV, and those other parties present, no one else appearing although duly served as appears from the affidavit of service of Alexandra Teodorescu sworn August 28, 2017, and the affidavit of service of Ariyana Botejue, sworn August 28, 2017, and on reading the consent of KSV to act as the Receiver,

3/ff

SERVICE

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

APPOINTMENT

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

RECEIVER'S POWERS

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

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;

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- (c) to manage, operate, and carry on the business of the Debtor in respect of the Property, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtor in respect of the Property;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, property managers, real estate agents, brokers, listing agents, counsel and such other persons (each a “**Consultant**”) from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets as the Receiver deems reasonably necessary in order to carry out the powers conferred on Receiver in this Order;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor with respect to the Property, including, without limitation, rent owing to the Debtor from the Property and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor, including, as may be necessary, to collect funds currently or hereafter in the hands of the Debtor or any Person (as defined below) related thereto;
- (g) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;
- (h) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall

extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;

- (i) in accordance with paragraphs 29 to 32 herein, to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (j) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business with the approval of this Court, and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, or section 31 of the Ontario *Mortgages Act*, as the case may be, shall not be required;
- (k) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (l) to report to, meet with and discuss with such affected Persons (as defined below), including the Applicant, as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (m) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (n) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;
- (o) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the

- 5 -

foregoing, the ability to enter into occupation agreements for any Property owned or leased by the Debtor; and

- (p) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations

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

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. **THIS COURT ORDERS** that (i) the Debtor, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order, including but not limited to Chi Van Ho a.k.a Chi Ho (all of the foregoing, collectively, being "**Persons**" and each being a "**Person**") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

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

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

NO PROCEEDINGS AGAINST THE RECEIVER

7. **THIS COURT ORDERS** that no proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**"), shall be commenced or continued against the Receiver (including, for greater certainty, as privately appointed receiver) or any of its directors or employees except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

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

9. **THIS COURT ORDERS** that no party or Person, other than the Receiver or its Consultants shall advertise, market for sale or sell all or any part of the Property, without the written consent of the Receiver and Applicant, or further order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

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

NO INTERFERENCE WITH THE RECEIVER

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

CONTINUATION OF SERVICES

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

RECEIVER TO HOLD FUNDS

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

EMPLOYEES

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

PIPEDA

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

material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

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

LIMITATION ON THE RECEIVER'S LIABILITY

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

RECEIVER'S ACCOUNTS

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

otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "**Receiver's Charge**") on the Property, limited to the amount of \$300,000 as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings (including, for greater certainty, as privately appointed receiver and counsel to the privately appointed receiver, respectively), and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA. With respect to any amounts in excess of \$300,000, the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a further charge (the "**Subordinated Receiver's Charge**") on the Property as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and the Subordinated Receiver's Charge shall form a charge on the Property immediately subordinate to the security in favour of the Applicant, but in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person ranking subordinate to the security in favour of the Applicant.

19. **THIS COURT ORDERS** that if requested by this Court, the Applicant or any other interested Person, the Receiver and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

20. **THIS COURT ORDERS** that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

21. **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$200,000 (or such greater amount as this Court may by further Order authorize) (the

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“**Authorized Sum**”) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the “**Receiver's Borrowings Charge**”) as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver’s Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

22. **THIS COURT ORDERS** that the Receiver be at liberty and is hereby empowered to borrow the Authorized Sum from the Applicant by way of the commitment letter (as described in the Pre-Filing Report) (the “**Identified Borrowings**”) which Identified Borrowings shall benefit from the Receiver’s Borrowings Charge on the same terms and conditions as provided in paragraph 21 of this Order, and which commitment letter and the terms and conditions thereof be and are hereby approved by this Court.

23. **THIS COURT ORDERS** that neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court; however, the Applicant shall be entitled but not obligated to register the Receiver’s Borrowings Charge on title to the Real Property.

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

25. **THIS COURT ORDERS** that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court from the Applicant and any and all Receiver’s Certificates evidencing the same or any part thereof shall, up to a principal amount of \$200,000, rank on a pari passu basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates, and any additional monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver’s Certificates evidencing the same or any part thereof shall rank on a pari passu basis but

immediately subordinate to the borrowings in favour of the Applicant under those Receiver's Certificates, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

SERVICE AND NOTICE

26. **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the "**Protocol**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL: <http://ksvadvisory.com/m-y-residential-inc/>.

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

APPROVAL OF SALE PROCESS

28. **THIS COURT ORDERS AND DECLARES** that the sale process (the "**Sale Process**"), as described in Section 3.0 of the Pre-Filing Report, be and is hereby approved.

29. **THIS COURT ORDERS** that the Receiver be and is hereby authorized and directed to perform its obligations under and in accordance with the Sale Process, and to take such further steps as it may consider necessary or desirable in carrying out the Sale Process.

- 13 -

30. **THIS COURT ORDERS** that the Receiver and its affiliates, partners, directors, employees, agents and controlling person shall have no liability with respect to any and all losses, claims, damages or liabilities, of any nature or kind, to any person in connection with or as a result of the Sale Process, except to the extent such losses, claims, damages or liabilities result from the gross negligence or willful misconduct of such Person, as applicable, in performing its obligations under the Sale Process (as determined by this Court).

31. **THIS COURT ORDERS** that in connection with the Sale Process and pursuant to clause 7(3)(c) of the *Personal Information and Electronic Documents Act* (Canada), the Receiver is authorized and permitted to disclose personal information of identifiable individuals to prospective purchasers or offerors and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more transactions (each, a "**Transaction**"). Each prospective purchaser or offeror to whom such information is disclosed shall maintain and protect the privacy of such information and shall limit the use of such information to its evaluation of the Transaction, and if it does not complete a Transaction, shall: (i) return all such information to the Receiver, as applicable; (ii) destroy all such information; or (iii) in the case of such information that is electronically stored, destroy all such information to the extent it is reasonably practical to do so. The transacting party with respect to any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

GENERAL

32. **THIS COURT ORDERS** that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

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

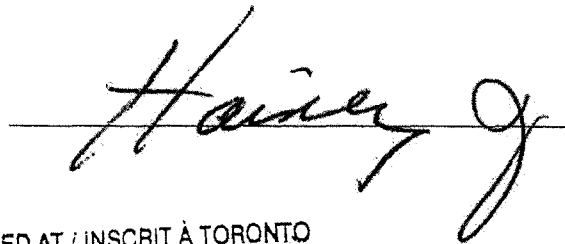
34. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals,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

Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

35. **THIS COURT ORDERS** that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

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

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



ENTERED AT / INSCRIT À TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO:

AUG 3 1 2017

PER / PAR: 

SCHEDULE "A"**LEGAL DESCRIPTION OF THE REAL PROPERTY**

PIN: 36027-0158 (LT)

Address: 647 Johnson Street, Kingston, Ontario

PIN: 36027-0159 (LT)

Address: 653 Johnson Street, Kingston, Ontario

PIN: 36027-0160 (LT)

Address: 655 Johnson Street, Kingston, Ontario

PIN: 036027-0211 (LT)

Address: 637 Johnson Street, Kingston, Ontario

SCHEDULE "B"

RECEIVER'S CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

THIS IS TO CERTIFY that KSV Kofman Inc., the receiver (the "Receiver") of certain real property registered on title as being owned by M.Y. Residential Inc. (the "Debtor") and that is listed on Schedule "A" hereto (collectively, the "Real Property") and of all the assets, undertakings and properties of the Debtor acquired for or used in relation to the Real Property (together with the Real Property, the "Property") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated the ___ day of _____, 2017 (the "Order") made in an action having Court file number __-CL-_____, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$ _____, being part of the total principal sum of \$200,000 which the Receiver is authorized to borrow under and pursuant to the Order.

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.

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

- 2 -

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

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

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

DATED the ____ day of _____, 20__.

KSV KOFMAN INC., solely in its capacity
as Receiver of the Property, and not in its personal
capacity

Per: _____
Name:
Title:

SCHEDULE "A" TO THE RECEIVER'S CERTIFICATE
LEGAL DESCRIPTION OF THE REAL PROPERTY

PIN: 36027-0158 (LT)

Address: 647 Johnson Street, Kingston, Ontario

PIN: 36027-0159 (LT)

Address: 653 Johnson Street, Kingston, Ontario

PIN: 36027-0160 (LT)

Address: 655 Johnson Street, Kingston, Ontario

PIN: 036027-0211 (LT)

Address: 637 Johnson Street, Kingston, Ontario

DOCSTOR: 17717428

KINGSETT MORTGAGE CORPORATION

and

M.V. RESIDENTIAL INC.

Court File No. CV-17-581591-00CL

Applicant

Respondent

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**
Proceeding commenced at Toronto

**ORDER
(APPOINTING RECEIVER)**

BLANEY MCMURTRY LLP
Barristers & Solicitors
2 Queen Street East, Suite 1500
Toronto ON M5C 3G5

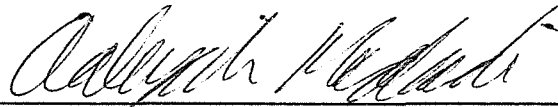
David T. Ullmann (LSUC #423571)
Tel: (416) 596-4289
Fax: (416) 594-2437

Alexandra Teodorescu (LSUC #63889D)
Tel: (416) 596-4279
Fax: (416) 594-2437

Lawyers for the Applicant

TAB 40

This is **Exhibit “40”** referred to in the
Affidavit of
CHRISTOPHER SEBBEN herein,
Sworn before me
this 19th day of September, 2017.



A Commissioner for Taking Affidavits

Aaliyah Madadi, a Commissioner, etc.,
Province of Ontario,
while a Student-at-Law.
Expires April 4, 2019.



LAND REGISTRY (ABBREVIATED) FOR CLARITY IDENTIFIED

PAGE 1 OF 9
 PREPARED FOR (PERSON):
 RE: 00170/0113 AT 04:55:30

34056-0010 (LTD)

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN GRANT GRANT *

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHRD
07161254	1993/10/13	AGREEMENT		MINTO CONSTRUCTION CO. LIMITED	MINTO CONSTRUCTION CO. LIMITED	
				MINTO ELECTRIC POWER COMMISSION OF THE CITY OF OTTAWA	MINTO ELECTRIC POWER COMMISSION OF THE CITY OF OTTAWA	
				CELL TELEPHONE COMPANY OF CANADA	CELL TELEPHONE COMPANY OF CANADA	
				THE CORPORATION OF THE CITY OF OTTAWA	THE CORPORATION OF THE CITY OF OTTAWA	
0244436	1986/07/05	DEBENTURE		*** COMPLETELY DELETED ***	THE TORONTO-DOMINION BANK	
0433133	1989/04/05	DEBENTURE		*** COMPLETELY DELETED ***	THE TORONTO-DOMINION BANK	
01113533	1998/07/17	APL CH NAME CHANGE		*** DELETED AGAINST THIS PROPERTY *** MINTO CONSTRUCTION LIMITED WESTMORE INTERESTS LIMITED MINTO CONSTRUCTION CO. LIMITED	MINTO DEVELOPMENTS INC.	
01119010	1995/05/14	CHARGE		*** DELETED AGAINST THIS PROPERTY *** MINTO DEVELOPMENTS INC.	THE TORONTO-DOMINION BANK	
01119011	1995/05/14	NOTICE		*** DELETED AGAINST THIS PROPERTY *** MINTO DEVELOPMENTS INC.	THE TORONTO-DOMINION BANK	
				REMARKS: 07119610		
01206563	1991/05/29	DISCH OF CHARGE		*** COMPLETELY DELETED *** THE TORONTO-DOMINION BANK		
				REMARKS: 05: 0544216		
01206564	1991/06/29	DISCH OF CHARGE		*** COMPLETELY DELETED *** THE TORONTO-DOMINION BANK		
				REMARKS: 05: 0433133		
011261351	2001/07/14	TRANSFER		*** COMPLETELY DELETED *** MINTO DEVELOPMENTS INC.	1155-1113 ELMIIRA LTD.	
011361350	2001/07/14	CHARGE		*** COMPLETELY DELETED *** 1155-1113 ELMIIRA LTD.	BANK OF MONTREAL	
011361353	2001/08/14	NOTICE		*** COMPLETELY DELETED *** 1155-1113 ELMIIRA LTD.	BANK OF MONTREAL	
				REMARKS: 071361350 - 05070		

NOTE: ADMINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
 NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PAGES THEM ALL UP.



LAND
ADVISORY
OFFICE #4

SPACE RESERVE (ABBREVIATED) PER PROPERTY IDENTIFIER

PAGE 4 OF 9

PREPARED FOR: 080422601
ON: 2017/06/13 AT 09:59:30

02056-0000 (LT)

* IDENTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN GRANT *

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERY/ CHKD
LT-341351	2001/02/23	DISCH. OF CHARGE		*** COMPLETELY DELETED *** THE TOP MIO-DUNLOP BANK		
		REMARKS: 021 16110				
07434730	2005/01/19	TRANSFER		*** COMPLETELY DELETED *** 1155-1173 ELANRA LTD.	103300, ONTARIO INC.	
		REMARKS: REINSTATE ALL STATEMENTS				
06434736	2005/01/18	CHARGE		*** COMPLETELY DELETED *** 103806 ONTARIO INC.	BANK OF MONTREAL	
06434738	2005/02/18	N. ASSIGN. RENT GEN.		*** COMPLETELY DELETED *** 103806 ONTARIO INC.	BANK OF MONTREAL	
		REMARKS: 07177736				
07134712	2005/02/18	BY SET INSTRUMENT		*** COMPLETELY DELETED *** BANK OF MONTREAL		
		REMARKS: 07434736				
07640341	2006/09/13	NOTICE		*** COMPLETELY DELETED *** BANK OF MONTREAL	103300, ONTARIO INC.	
		REMARKS: 07176135 & 07176137				
07780410	2007/10/02	TRANSFER		*** COMPLETELY DELETED *** 103300 ONTARIO INC.	114493 ONTARIO INC.	
07780411	2007/10/02	N. ASSIGN. RENT GEN.		*** COMPLETELY DELETED *** 103300 ONTARIO INC.	BANK OF MONTREAL	
		REMARKS: 07176135, 07176136, 07176137, 07060604				
07180412	2007/10/01	CHARGE		*** COMPLETELY DELETED *** 103300 ONTARIO INC.	MEMBER, SEYMOUR	
07780413	2007/10/01	N. ASSIGN. RENT GEN.		*** COMPLETELY DELETED *** 103300 ONTARIO INC.	MEMBER, SEYMOUR	
		REMARKS: 07180411				
07780414	2007/10/01	CHARGE		*** COMPLETELY DELETED *** 103300 ONTARIO INC.	103300, ONTARIO INC.	
07860907	2008/06/06	CHARGE		*** COMPLETELY DELETED *** 103300 ONTARIO INC.	LAMARINE & S. LTD.	

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR REPORT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.



LAND REGISTRY SERVICE #4
 PARCEL REGISTERS (ABBREVIATED) FOR PROPERTY IDENTIFICATION
 PAGE 4 OF 9
 PREPARED FOR DEPARTS01
 ON 08/20/2013 AT 09:55:40
 03956-0055 (LTD)

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHRD
07860098	2008/06/06	NO ASSGN. RENT GEN		*** COMPLETELY DELETED *** 214693 ONTARIO INC.	LAMARCO & J LTD.	
		REMARKS: 07860097				
07860201	2008/06/06	P. DISCHARGEMENT		*** COMPLETELY DELETED *** 163896 ONTARIO INC.	LAMARCO & J LTD.	
		REMARKS: 07860114 TO 07860197				
07860245	2008/06/06	DISCH. OF CHARGE		*** COMPLETELY DELETED *** MENEZ, SEBASTIEN		
		REMARKS: RE: 07860112				
07911043	2008/03/03	DISCH. OF CHARGE		*** COMPLETELY DELETED *** LAMARCO & J LTD.		
		REMARKS: RE: 07860097				
071083937	2010/03/03	CHARGE		*** COMPLETELY DELETED *** 214693 ONTARIO INC.		
071084933	2010/03/03	DISCH. OF CHARGE		*** COMPLETELY DELETED *** 163896 ONTARIO INC.	MANO, XIASHUA	
		REMARKS: 07860114				
071102106	2010/04/30	CHARGE		*** COMPLETELY DELETED *** 214693 ONTARIO INC.	MANITESHARE TRUST COMPANY OF CANADA	
071102157	2010/04/30	NO ASSGN. RENT GEN		*** COMPLETELY DELETED *** 214693 ONTARIO INC.	MANITESHARE TRUST COMPANY OF CANADA	
		REMARKS: 071102106				
071103196	2010/05/03	DISCH. OF CHARGE		*** COMPLETELY DELETED *** MANO, XIASHUA		
		REMARKS: 071083937				
071124818	2010/07/15	CHARGE		*** COMPLETELY DELETED *** 214693 ONTARIO INC.	MANO, XIASHUA	
071168756	2010/10/07	TRANSFEE	94,600,000	214693 ONTARIO INC.	COLLIER DRAGON HO 3 INC.	C
		REMARKS: PLAINTEXT NOT STATEMENTS				
071168757	2010/10/07	CHARGE		*** COMPLETELY DELETED *** COLLIER DRAGON HO 3 INC.	FIRST NATIONAL FINANCIAL GP CORPORATION	

NOTE: ADDITIONAL PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH RESTRICTIONS REPRESENTED FOR THIS PROPERTY.
 NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE SIGNED THEM ALL UP.

Properties

PIN 03956 - 0055 LT
 Description BLK G, PL 384630 ; OTTAWA/NEPEAN
 Address 2155 2173 ELMIRA DRIVE
 OTTAWA

Applicant(s)

This Order/By-law affects the selected PINs.

Name CITY OF OTTAWA
 Address for Service c/o Mgr. Real Estate Services
 CREO Mail Code 01-86
 110 Laurier Avenue West
 Ottawa, ON
 K1P 1J1
 L01 01 ELM1 2173 (KB)

This document is being authorized by a municipal corporation Tyler Patterson, Property Standards Officer.
 This document is not authorized under Power of Attorney by this party.

Statements

This application is based on a government/authority order See Schedules. The order is still in full force and effect.

Signed By

Janet Lee Mitchell 110 Laurier Av. W., 3rd floor acting for Signed 2017 07 26
 Ottawa Applicant(s)
 K1P 1J1
 Tel 613-580-2400
 Fax 613-560-1383
 I have the authority to sign and register the document on behalf of the Applicant(s).

Submitted By

CITY OF OTTAWA 110 Laurier Av. W., 3rd floor 2017 07 26
 Ottawa
 K1P 1J1
 Tel 613-580-2400
 Fax 613-560-1383

Fees/Taxes/Payment

Statutory Registration Fee \$63.35
 Total Paid \$63.35

File Number

Applicant Client File Number : L01 01 ELM1 2173 (KB)



City of Ottawa – Ville d'Ottawa
Emergency and Protective Services
735 Industrial Road, 2nd Floor
Ottawa, ON K1G 5J1
www.ottawa.ca

ORDER ORDRE

s. 15.2(2) Building Code Act, S.O. 1992, c.23, as amended
s. 15.2(2) Loi Sur Le Code Du Bâtiment, L.O. 1992, c. 23, telle
qu'elle a été modifiée

To: Golden Dragon Ho 3 Inc.
À: 110-532 Montreal Rd.
Ottawa, ON
K1K 4R4

Location: 2173 Elmira Dr. - (Comp. No.201700574510)
Endroit:

Date Order Issued: June 14, 2017
Date d'Émission de L'Ordre

Appeal Deadline: July 4, 2017
Délai de l'Appel:

Correction Deadline: July 14, 2017
Délai Accordé:

By-law: 2013-416
Règlement Municipal:

VIOLATION(s):

An inspection of the subject property was carried out pursuant to the provisions of s. 15.2(1) of the Act and it was found that the property does not conform to the requirements of the above-noted **Property Standards By-Law**; a by-law under s. 15.1(3) of the Act. The deficiencies requiring correction are set out in the **attached list**.

REQUIRED ACTION:

You are required to complete the required corrective action set out in the **attached list** and to arrange for a reinspection and approval **before the above noted correction deadline**.

INFRACTION(s) COMMISE(s) :

Une inspection de la propriété en question visé a été menée conformément aux dispositions prévues au paragraphe 15.2(1) de la Loi et il s'est trouvé que la propriété ne conforme pas aux exigences prévues dans le **Règlement touchant les normes de propriétés**; un règlement municipal pris en application du paragraphe 15.1(3) de la Loi. Les travaux non conformes nécessitant des mesures correctives sont décrits dans la **liste ci-jointe**.

MESURE À PRENDRE :

Vous êtes tenu de prendre les mesures décrites dans la **liste ci-jointe** et d'arranger une nouvelle inspection et l'approbation **avant le délai accordé pour l'adoption des mesures correctives**.

APPEAL:

If you require any additional information or would like to request an extension, please **contact the undersigned Property Standards Officer.**

If you are still not satisfied with the terms or conditions of this Order you may appeal to the **Property Standards Appeal Committee**, pursuant to the provisions of s. 15.3(1) of the Act, by sending **Notice of Appeal** by **registered mail** to, together with a **cheque payable to the City of Ottawa** in the amount of \$200.00, **before the above noted Appeal Deadline:**

Secretary
Property Standards Appeal Committee
735 Industrial Ave. 2nd Floor
Ottawa, ON K1G 5J1

Should no appeal be received, the Order shall be **confirmed** and become **final and binding** in accordance with s. 15.3(2) and 15.3(7) of the Act.

APPEL :

Si vous avez besoin d'autres renseignements ou si vous souhaitez demander une prolongation pour l'adoption des mesures correctives, veuillez **communiquer avec l'agent des normes de propriétés soussigné.**

Si vous n'êtes pas satisfait des conditions énoncées dans le présent ordre, vous pouvez en appeler auprès du **Comité d'appel touchant les normes de propriétés** conformément aux dispositions prévues au paragraphe 15.3(1) de la Loi en envoyant un **avis d'appel** par **courrier recommandé** accompagné d'un **chèque libellé à l'ordre de la Ville d'Ottawa** au montant de 200 \$ **avant le délai accordé pour l'appel susmentionné :**

Secrétaire
Comité d'appel touchant les normes de propriétés
735 rue Industrial, deuxième étage
Ottawa, ON K1G 5J1

Si aucun appel n'est interjeté, l'ordre sera **confirmé** et il deviendra **définitif et exécutoire** aux termes des paragraphes 15.3(2) et 15.3(7) de la Loi.

Tyler Patterson
 Property Standards Officer / Agent des normes de propriétés
 By-law Services Branch / Services des règlements municipaux
 Protective Services Department / Services de protection et d'urgence

Tel. / Tél. : 580-2424, Ext. / poste 41704

TAKE NOTICE THAT:

Work at cost of owner: Where the required corrective action is not completed within the time specified herein, the City may carry out the necessary work at the expense of the owner as authorized by s. 15.4(1) of the Act.

Penalties: Non-compliance may result in a prosecution pursuant to the provisions of s. 36(1)(b) of the Act, which makes provision for penalties of \$25,000.00 for an individual and \$50,000.00 for a corporation for a first offence, with the penalties doubling for subsequent offences.

Charge for inspections: Every owner who has failed to comply with an Order, within the time specified in the Order, may be required to pay the fees set out in the By-law of the former municipality, for each inspection, that reveals that one or more of the required corrective actions in the Order have not been complied with within the time prescribed in the Order.

Copy of By-law: A copy of the By-law is available upon request at a cost of \$10.00, by calling 580-2424, ext. 25030.

PRENDRE NOTE QUE :

Les travaux sont exécutés aux frais du propriétaire : Lorsque la mesure requise n'a pas été prise dans le délai spécifié dans les présentes, la Ville peut effectuer les travaux nécessaires aux frais du propriétaire comme le prévoit le paragraphe 15.4(1) de la Loi.

Pénalités : L'inexécution d'un ordre peut donner lieu à des poursuites conformément aux dispositions énoncées à l'alinéa 36(1)b) de la Loi, lesquelles prévoient l'imposition des pénalités de 25 000 \$ pour un particulier et de 50 000 \$ pour une société pour une première infraction, les pénalités doublant pour les infractions ultérieures.

Frais relatifs aux inspections : Tout propriétaire qui ne se conforme pas à un ordre dans le délai spécifié dans l'ordre peut être tenu de payer les frais indiqués dans le règlement de l'ancienne municipalité, pour chacune des inspections qui révèle qu'une ou plusieurs des mesures correctives requises dans l'ordre n'ont pas été prises selon les délais impartis dans l'ordre.

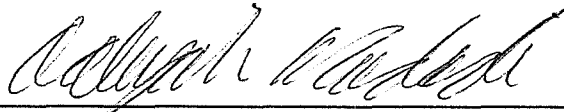
Copie de l'Arrêté: Vous pouvez obtenir une copie de l'Arrêté municipal en téléphonant au 580-2424, poste 25030.

CITY OF OTTAWA – VILLE D’OTTAWA
By-law / Règlement -
Location / Endroit: 2173 Elmira Dr. (# 201700574510)

No. N ^o .	Section Article	Required Action Mesure à Prendre
Note Notation A		<p>All repairs to any property shall be made in a manner that is accepted as good workmanship in the respective building trades concerned and with materials that are suitable and sufficient for the purpose.</p> <p>Toutes les réparations apportées à un bien-fonds doivent être faites d’une manière qui soit reconnue comme bien facture dans les métiers du bâtiment respectifs visés et ce, avec des matériaux convenables et en quantité suffisante pour la fin prévue.</p>
01	18(1)	<p>A roof and all of its components shall be weather-tight so as to be free from leaks into the dwelling or loose, unsecured or unsafe objects or materials.</p> <p>Make the necessary repairs to the roof of 2173 Elmira Dr. so as to prevent further water infiltration.</p>
2	25(1)(b)	<p>Every wall and ceiling finish shall be free of holes, cracks, loose coverings, mould or other defects.</p> <p>Repair water damage to ceiling and walls of hallway. Repair water damage to walls of unit 3, specifically areas below the windows of the upstairs bedrooms.</p>
3	20(2)	<p>Windows shall be maintained in a weather-tight condition to prevent drafts or leakage and protected by suitable materials to prevent the entry of vermin into the building.</p> <p>There is evidence of water infiltration of all windows within unit 3. Repair or replace these windows so as to prevent any water infiltration into this unit.</p>
4	20(3)	<p>Window frames that have been damaged or show evidence of decay or other deterioration shall be painted, repaired or replaced.</p> <p>Remove mould accumulation at the base of every window within unit 3. Paint any deteriorated paint if needed.</p>
5	20(4)	<p>The following items shall be repaired or replaced: missing door hardware.</p> <p>Replace missing door knob of unit 5.</p>

TAB 41

This is **Exhibit “41”** referred to in the
Affidavit of
CHRISTOPHER SEBBEN herein,
Sworn before me
this 19th day of September, 2017.



A Commissioner for Taking Affidavits

Aaliyah Madadi, a Commissioner, etc.,
Province of Ontario,
while a Student-at-Law.
Expires April 4, 2019.



- PROPEI
- OTTAWA-I
- 0
- FREEHOLD PROP
- LEASEHOLD PRO
- LIMITED INTERE
- CONDOMINIUM F
- RETIRED PIN/MA
- PENDING
- PROPERTY NUMB
- BLOCK NUMBER
- GEOGRAPHIC PA
- EASEMENT
- THIS IS NO

PIN	Type	Address	Area	Map Status
03956-0055	Parcel	2155 ELMIRA DRIVE 2173	8774m ²	

UTM: Click coordinate

Notes: Address may be unavailable or approximate. areas are approximate.



2155 Elmira Dr, Ottawa, ON K2C 1H3

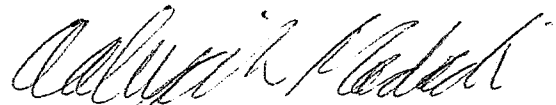
Directions

SAVE NEARBY SEND TO YOUR PHONE

ADD A MISSING PLACE ADD A LABEL

TAB 42

This is **Exhibit “42”** referred to in the
Affidavit of
CHRISTOPHER SEBBEN herein,
Sworn before me
this 19th day of September, 2017.



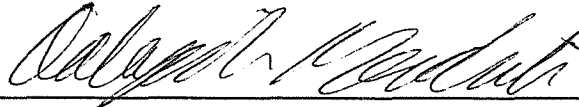
A Commissioner for Taking Affidavits

Aaliyah Madadi, a Commissioner, etc.,
Province of Ontario,
while a Student-at-Law.
Expires April 4, 2019.

Confidential
Exhibit 42
(739-831)

TAB 43

This is **Exhibit “43”** referred to in the
Affidavit of
CHRISTOPHER SEBBEN herein,
Sworn before me
this 19th day of September, 2017.



A Commissioner for Taking Affidavits

Aaliyah Madadi, a Commissioner, etc.
Province of Ontario,
while a Student-at-Law
Expires April 4, 2019.

2017-07-03

345-347 CLARENCE ST, Ottawa K1N 5R5

ML#: 1067205



LB: **CXPL02** LB2: Status: **Active**
 ID: **HAMELPA** ID2: ID3:
 Dist/Neigh: **4002- Lower Town** LP: **\$15,900,000.00**
 Munic: OLP: **\$15,900,000.00**
 Roll#: **0614020701055000000** Lease Rate:
 PIN: **042130303** Trans Type: **Sale**
 NeighNm: **Lower Town** Sub Type: **Apartment 5+ Units**
 Site Area: Lease Type:
 Lot Size: LD: **2017-06-30**
 Zoning: **RESIDENTIAL - Residential** Fronting: **East**
Fifth Density (R5)
 Zoning Desc: **R5B (856) h (18)** # Acres:
 Poss Info: **At closing** Bldg Sqft:
 Ind Type: Total Sqft:
 Occupancy: Board: **Ottawa**
 Title:
 Seller1: **Golden Dragon**
 Seller2:
 Legal: **PART LOT 16,17, 18 PLAN 43586N/S CLARENCE STREET BEING PART 2 3 4 ON**

Recent: 07/01/2017 : NEW

Directions/Remarks

Directions: **Near the intersection of King Edward and St Patrick in Lower Town.**
 Public Remarks: **Mid-rise Apartment building. Manager's office at entrance. Some parking. Affordable housing neighborhood. Showing during due diligence.**

General/Industrial/Warehouse

NOI:	Ann Gross Inc: \$0	Op Cost/Yr:	Oth Cost Yr:
Year Built: 1950/Unknown	MS:	M/C:	
RentSqft:	OfficeSqft:	Warehs Sqft:	Retail Sqft:
UsableSqft:	OtherSqft:	VacSqft:	Sign:
Tenancy:	Parking:	Add Cost:	Esc/Yr%:
Power:	Ceiling Height:	Loading:	
Lease Option:	Existing Improv:		
Ten Ind:	Enviro Assess:	Fire Protection:	
Fire Retrofit:		Manage Ph:	
Manage Comp:			

Apartment/MultiFamily

#Storeys: 6	Tot # Units: 72	# Bach Units: 0	1 Bedrm Units: 0	2 Bedrm Units: 0	3 Bedrm Units: 0
#Oth Units:	Tot # Park:	# Surf Park:	# Under Park:	# Deck Park:	# Elevators: 1
Rooming Lic:					
Management Exp: \$0	Supplies Exp: \$0	Ann Rent Inc: \$0	Vac Loss:		
Prop Taxes Exp: \$0	Security Exp: \$0	Parking Inc: \$0	Vacancy %: 40.00		
Insurance Exp: \$0	Elevators Exp: \$0	Laundry Inc: \$0	ADS:		
Water/Sewer Exp: \$0	Garbage Exp: \$0	Other Inc: \$0	Cash Flow:		
Heat Exp: \$0	Wage Exp: \$0				
Hydro Exp: \$0	Cable TV Exp: \$0	Ann Gross Inc: \$			
Maintenance Exp: \$0	Legal Exp: \$0	TOE:			
Lawn/Snow Exp: \$0	Other Exp: \$0	GOI: \$0			
Advertising Exp: \$0		NOI: \$0			

Business

Bus Type:	Hosp Type:	Name:
#FT/PT:	# of Parking:	Rent Details:
Lease Exp:	Lease Option:	
Bus Taxes/Year:	Gross Sales/Yr:	Hrs of Op:
Inventory:		Size Prem:

Land

Serv:	Pot Use:
Exist Improv:	# Acres:

Other Information

Taxes/Yr: \$0.00/2016	Assmt/Yr:	Survey/Yr:
Lease:		

Representative Information

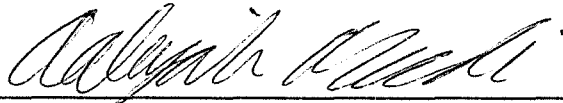
Rep Remarks: Showing during due diligence.			
CtoSO: 1%	First Refusal:	SRR: No	MP: No
Cont Aft Exp: No	Lockbox:		SignOn:
Oth Lst Cond: No	Cond Remarks:		

Office Information

List Broker #1: CENTURY 21 EXPLORER REALTY INC., Brokerage / Ph: 613-422-6757 / Fax: 613-422-2877			
List Rep #1: PASCALE HAMEL - Broker/ Direct: 819-210-6604			
List Rep #1 Email: pascale@gate.net	List Rep #1 Web:		
Sold Date:	Sold Price:	Closing Date:	CREA DDF: No
Last Mod: 2017-07-02	Total Lease Amt:	Cancel Date:	

TAB 44

This is **Exhibit “44”** referred to in the
Affidavit of
CHRISTOPHER SEBBEN herein,
Sworn before me
this 19th day of September, 2017.



A Commissioner for Taking Affidavits

Aaliyah Madadi, a Commissioner etc.
Province of Ontario,
while a Student-at-Law.
Expires April 4, 2019

345-347 CLARENCE STREET, Ottawa, Ontario K1N5R5

\$13,900,000

MLS® Number: 1067205

**Property Type**

Multi-family

Storeys

6

Neighbourhood Name

Lower Town

Land Size

* ft X * ft

Built In

1950

Description

Mid-rise Apartment building. Manager's office at entrance. Some parking. Affordable housing neighborhood. Seller will guaranty the rent for a specific period of time like full occupancy. Vendor's take back (VTB) available. Buyer must assume first and second mortgages.

Details

Total Units

110

Zoning Description

R5B (856) h (18)

Building

Bathrooms (Partial)

0

Bathrooms (Total)

0

Data provided by: [Ottawa Real Estate Board](#) 1826 Woodward Drive, Ottawa, Ontario K2C 0P7

All information displayed is believed to be accurate but is not guaranteed and should be independently verified. No warranties or representations are made of any kind.

PASCALE HAMEL

Broker

☎ 819-210-6604

CENTURY 21 EXPLORER REALTY INC.

Brokerage

23-2525 CARLING AVENUE

OTTAWA, ON K2B7Z2

☎ 613-422-6757

Fax: 613-422-2877



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TAB 45

This is **Exhibit “45”** referred to in the
Affidavit of
CHRISTOPHER SEBBEN herein,
Sworn before me
this 19th day of September, 2017.



A Commissioner for Taking Affidavits

Aaliyah Madadi, a Commissioner, etc.,
Province of Ontario,
while a Student-at-Law.
Expires April 4, 2019.

Confidential
Exhibit 45
(836-842)

TAB 46

This is **Exhibit “46”** referred to in the
Affidavit of
CHRISTOPHER SEBBEN herein,
Sworn before me
this 19th day of September, 2017.



A Commissioner for Taking Affidavits

Aaliyah Madadi, a Commissioner, etc.
Province of Ontario,
while a Student-at-Law.
Expires April 4, 2019.

GOLDEN DRAGON HO INC.

384 Bank Street, Unit 300A, Ottawa, ON, K2P 1Y4

Tel: 613-680-0727 Fax: 613-680-0229 Email: service@chisuites.com

September 12, 2017

Attn: First National Financial LP
100 University Ave, Unit 700, North Tower
Toronto, ON M5J 1V6
T : 416-597-5948 | F: 877-432-3620

Re: 345-347 Barber Street (formally Clarence St), Ottawa.

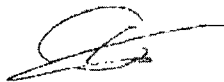
To Kyle Pawliuk, Servicing Specialist, Commercial Administration at First National,

Please accept this letter as my formal authorization for you to speak with my potential buyer, Ahmed Syed in regards to assuming the loans on the property with First National.

Mtg #509417, 509531, 509532

Should you require any other information or clarifications, please let me know.

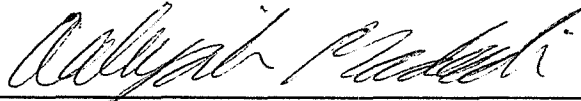
Best regards,



Chi Van Ho, Owner
Golden Dragon Ho Inc., a Chi Suites company
613-501-1875

TAB 47

This is **Exhibit “47”** referred to in the
Affidavit of
CHRISTOPHER SEBBEN herein,
Sworn before me
this 19th day of September, 2017.



A Commissioner for Taking Affidavits

Aaliyah Madadi, a Commissioner, etc
Province of Ontario,
while a Student-at-Law
Expires April 4, 2019.

ONTARIO
SUPERIOR COURT OF JUSTICE

BETWEEN:

FIRST NATIONAL FINANCIAL GP CORPORATION

Applicant

- and -

GOLDEN DRAGON HO 10 INC. and GOLDEN DRAGON HO 11 INC.

Respondents

APPLICATION UNDER Section 47 of the *Bankruptcy and Insolvency Act*
R.S.C. 1985, C. B-3, as amended

CONSENT OF DELOITTE RESTRUCTURING INC.

Deloitte Restructuring Inc., hereby consents to act as Court-appointed Interim Receiver in the Interim Receivership of Golden Dragon Ho 10 Inc. and Golden Dragon Ho 11 Inc. pursuant to an Order issued by the Ontario Superior Court of Justice, should such an Order be granted by the Court.

DATED at Toronto, Ontario this 19th day of September, 2017.

DELOITTE RESTRUCTURING INC.

Per:



Paul Casey, CA, CPA, CIRP
Senior Vice President

TAB C

Revised: January 21, 2014
s.243(1) BIA (National Receiver) and s. 101 CJA (Ontario) Receiver

Court File No. _____

ONTARIO
SUPERIOR COURT OF JUSTICE

COMMERCIAL LIST

THE HONOURABLE _____) WEEKDAY, THE #
JUSTICE _____) DAY OF MONTH, 20YR

PLAINTIFF[†]

Plaintiff

THE HONOURABLE _____) DAY, THE
_____) _____
JUSTICE _____) DAY OF SEPTEMBER, 2017

B E T W E E N:

FIRST NATIONAL FINANCIAL GP CORPORATION

Applicant

- and -
DEFENDANT

Defendant

[†]The Model Order Subcommittee notes that a receivership proceeding may be commenced by action or by application. This model order is drafted on the basis that the receivership proceeding is commenced by way of an action.

- 2 -

GOLDEN DRAGON HO 10 INC. and GOLDEN DRAGON HO 11 INC.RespondentsAPPLICATION UNDER Section 47 of the Bankruptcy and Insolvency Act
R.S.C. 1985, C. B-3, as amendedAPPOINTMENT ORDER
(appointing Interim Receiver)

~~THIS MOTION~~ APPLICATION made by the Plaintiff² First National Financial GP Corporation (the "Applicant") for an Order pursuant to section 243(1)~~47~~ of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "*BIA*") and ~~section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "*CJA*")~~ appointing ~~[RECEIVER'S NAME]~~ appointing Deloitte Restructuring Inc. ("**Deloitte**") as interim receiver ~~[and manager]~~ (in such ~~capacities~~ capacity, the "Receiver") ~~without security~~ of certain property of ~~all~~ Golden Dragon Ho 10 Inc. and Golden Dragon Ho 11 Inc. (the "**Respondents**") identified on the attached Schedule "A" (collectively, the "Property"), and sealing Confidential Exhibits "42" and "45" (the "Confidential Exhibits") of the assets, ~~undertakings and properties~~ Affidavit of ~~[DEBTOR'S NAME]~~ (the "Debtor") acquired for, or used in relation to a business carried on by the ~~Debtor~~ Christopher Sebben sworn September 19, 2017 (the "**Sebben Affidavit**") from the public record until further Order of the Court, was heard this day at 330 University Avenue, Toronto ~~161 Elgin Street, Ottawa, Ontario.~~

ON READING the affidavit of ~~[NAME]~~ sworn ~~[DATE]~~ Sebben Affidavit and the Exhibits thereto ~~and on hearing the submissions of counsel for [NAMES], no one appearing for [NAME]~~

² Section 243(1) of the BIA provides that the Court may appoint a receiver "on application by a secured creditor".

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~~although duly served as appears from the affidavit of service of [NAME] sworn [DATE], including the Confidential Exhibits, and on reading the ~~consent~~ Consent of [RECEIVER'S NAME] Deloitte to act as the Receiver,~~

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of ~~Motion~~ Application and the ~~Motion~~ Application Record is hereby abridged and validated³ so that this motion is properly returnable today and hereby dispenses with further service thereof.

APPOINTMENT

2. **THIS COURT ORDERS** that pursuant to section ~~243(1)~~ 47 of the *BIA* and section ~~101~~ of the *CJA*, [RECEIVER'S NAME], Deloitte is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtor acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (the "interim receiver of the Property").

RECEIVER'S POWERS

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

³ ~~If service is effected in a manner other than as authorized by the Ontario Rules of Civil Procedure, an order validating irregular service is required pursuant to Rule 16.08 of the Rules of Civil Procedure and may be granted in appropriate circumstances.~~

- 4 -

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the ~~relocating of Property to safeguard it, the~~ engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- ~~(c) to manage, operate, and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtor;~~
- ~~(d)~~(c) to engage to engage contractors, tradespersons, quantity surveyors, consultants, appraisers, agents, experts, auditors, accountants, managers, including a property manager, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- ~~(e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;~~
- (d) to undertake any renovations and make any repairs to the Property necessary to ensure the Property is well maintained and rentable and is in compliance with the applicable laws and building codes;

- 5 -

(e) to market available rental units, enter into new rental agreements or renew expiring rental agreements where applicable;

(f) to receive and collect all monies and accounts now owed or hereafter owing to the ~~Debtor~~Respondents in respect of the Property and to exercise all remedies of the ~~Debtor~~Respondents in collecting such monies, including, without limitation, to enforce any security held by the ~~Debtor~~Respondents in respect of the Property;

~~(g) to settle, extend or compromise any indebtedness owing to the Debtor;~~

~~(h)~~(g) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the ~~Debtor~~Respondents, for any purpose pursuant to this Order;

~~(i)~~(h) to initiate, prosecute and continue the prosecution of any and all -proceedings and to defend all proceedings now pending or hereafter instituted with respect to the ~~Debtor, the Property or the Receiver,~~ and to settle or compromise any such proceedings.⁴ The, and the authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;

~~(j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and~~

⁴~~This model order does not include specific authority permitting the Receiver to either file an assignment in bankruptcy on behalf of the Debtor, or to consent to the making of a bankruptcy order against the Debtor. A bankruptcy may have the effect of altering the priorities among creditors, and therefore the specific authority of the Court should be sought if the Receiver wishes to take one of these steps.~~

- 6 -

~~negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;~~

~~(k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,~~

~~(i) without the approval of this Court in respect of any transaction not exceeding \$ _____, provided that the aggregate consideration for all such transactions does not exceed \$ _____; and~~

~~(ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;~~

~~and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, [or section 31 of the Ontario *Mortgages Act*, as the case may be,]⁵ shall not be required, and in each case the Ontario *Bulk Sales Act* shall not apply.~~

~~(l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;~~

~~(m)(i) to report to, meet with and discuss with such affected Persons (as defined below)~~

~~as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;~~

⁵ If the Receiver will be dealing with assets in other provinces, consider adding references to applicable statutes in other provinces. If this is done, those statutes must be reviewed to ensure that the Receiver is exempt from or can be exempted from such notice periods, and further that the Ontario Court has the jurisdiction to grant such an exemption.

- 7 -

~~(n)~~(j) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;

~~(o)~~(k) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority in respect of the Property and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the ~~Debtor~~Respondents;

~~(p)~~ to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;

~~(q)~~ to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and

~~(r)~~(l) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

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

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. **THIS COURT ORDERS** that (i) the ~~Debtor~~Respondents, (ii) all of ~~its~~their current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on ~~its~~their instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all

- 8 -

of the foregoing, collectively, being "**Persons**" and each being a "**Person**") shall forthwith advise the Receiver of the existence of any aspect(s) or portion(s) of the Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

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

6. **THIS COURT ORDERS** that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy

- 9 -

any Records without the prior written consent of the Receiver. -Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

~~7. — THIS COURT ORDERS that the Receiver shall provide each of the relevant landlords with notice of the Receiver's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Receiver's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Receiver, or by further Order of this Court upon application by the Receiver on at least two (2) days notice to such landlord and any such secured creditors.~~

NO PROCEEDINGS AGAINST THE RECEIVER

~~8.7. THIS COURT ORDERS~~ that no proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE ~~DEBTOR~~RESPONDENTS OR THE PROPERTY

~~9.8. THIS COURT ORDERS~~ that no Proceeding against or in respect of the ~~Debtor~~Respondents in respect of the Property or against the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the ~~Debtor or~~Respondents in respect

- 10 -

of the Property or against the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

~~10.9.~~ **THIS COURT ORDERS** that all rights and remedies against the ~~Debtor~~Respondents, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the ~~Debtor~~Respondents to carry on any business which the ~~Debtor is~~Respondents are not lawfully entitled to carry on, (ii) exempt the Receiver or the ~~Debtor~~Respondents from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

~~11.10.~~ **THIS COURT ORDERS** that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the ~~Debtor~~Respondents in respect of the Property, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

~~12.11.~~ **THIS COURT ORDERS** that all Persons having oral or written agreements with the ~~Debtor~~Respondents or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services,

- 11 -

centralized banking services, payroll services, insurance, transportation services, utility or other services to the ~~Debtor~~Respondents in respect of the Property are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the ~~Debtor's~~Respondents' current telephone numbers, facsimile numbers, internet addresses and domain names in respect of the Property, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the ~~Debtor~~Respondents or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

~~13.12.~~ **THIS COURT ORDERS** that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part in respect of the Property, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "**Post Receivership Accounts**") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

EMPLOYEES

- 12 -

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

PIPEDA

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

LIMITATION ON ENVIRONMENTAL LIABILITIES

~~16~~.14. **THIS COURT ORDERS** that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the Canadian *Environmental Protection Act*, the Ontario *Environmental Protection Act*, the Ontario *Water Resources Act*, or the Ontario *Occupational Health and Safety Act* and regulations thereunder (the "**Environmental Legislation**"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. -The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER'S LIABILITY

~~17~~.15. **THIS COURT ORDERS** that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. -Nothing in

this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

~~RECEIVER'S~~RECEIVER'S ACCOUNTS

~~18.~~16. **THIS COURT ORDERS** that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "**Receiver's Charge**") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.⁶

~~19.~~17. **THIS COURT ORDERS** that the Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the ~~Commercial List of the~~ Ontario Superior Court of Justice.

~~20.~~18. **THIS COURT ORDERS** that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

⁶ ~~Note that subsection 243(6) of the BIA provides that the Court may not make such an order "unless it is satisfied that the secured creditors who would be materially affected by the order were given reasonable notice and an opportunity to make representations".~~

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FUNDING OF THE RECEIVERSHIP

~~21-19.~~ **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$~~_____~~\$500,000.00 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. -The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

~~22-20.~~ **THIS COURT ORDERS** that neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

~~23-21.~~ **THIS COURT ORDERS** that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "AB" hereto (the "**Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.

~~24.22.~~ **THIS COURT ORDERS** that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a pari passu basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

~~SERVICE AND NOTICE~~

~~25.~~ ~~THIS COURT ORDERS~~ that the ~~E Service Protocol of the Commercial List (the "Protocol")~~ is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL ''.

~~26.23.~~ **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the ~~Debtor's~~Respondents' creditors or other interested parties at their respective addresses as last shown on the records of the ~~Debtor~~Respondents and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

GENERAL

~~27-24.~~ **THIS COURT ORDERS** that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

~~28-25.~~ **THIS COURT ORDERS** that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the ~~Debtor~~Respondents.

~~29-26.~~ **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. --All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

~~30-27.~~ **THIS COURT ORDERS** that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

~~31-28.~~ **THIS COURT ORDERS** that the PlaintiffApplicant shall have its costs of this ~~motion~~application, up to and including entry and service of this Order, provided for by the terms of the Plaintiff'sApplicant's security or, if not so provided by the Plaintiff'sApplicant's security, then on a substantial indemnity basis to be paid by the Receiver from the ~~Debtor's~~Respondents' estate, with such priority and at such time as this Court may determine.

~~32-29.~~ **THIS COURT ORDERS** that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

SCHEDULE "A"

30. THIS COURT ORDERS that notwithstanding the commencement of the within Application and the appointment of the Receiver, the Applicant shall be deemed to be protecting its security, shall not be deemed to have resorted to realizing upon its security over the Property, and the equitable right of redemption in respect of the Applicant's mortgages over the real property of the Respondents identified on the attached Schedule "A" shall not be triggered.

31. THIS COURT ORDERS that the Confidential Exhibits shall be sealed, kept confidential and not form part of the public record, but rather shall be placed, separate and apart from all other contents of the Court file, in a sealed envelope attached to a notice that sets out the title of these proceedings and a statement that the contents are subject to a sealing order.

32. THIS COURT ORDERS that the Confidential Exhibits shall remain under seal until further Order of the Court.

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SCHEDULE "A"THE PROPERTYPIN 04213-0302 LT in LRO #4

Description: PART OF LOT 18 PLAN 43586 N/S CLARENCE STREET BEING PART 1 ON 4R21669; OTTAWA. T/W RIGHT-OF-WAY AND EASEMENT OVER PART LOTS 16,17 & 18 PLAN 43586 PT 3 PLAN 4R21669 AS IN OC699531. T/W EASEMENT OVER PART LOTS 16,17 & 18 PLAN 43586 PART 4 ON 4R21669 AS IN OC699531. T/W RIGHT-OF-WAY OVER PART LOTS 16, 17 & 18 PLAN 43586 PART 2 ON 4R21669 AS IN OC699531. S/T RIGHT-OF-WAY AND EASEMENT OVER PART 1 ON 4R21669 IN FAVOUR OF PART LOTS 16, 17 & 18 PLAN 43586 PARTS 2,3 &4 ON 4R21669 AS IN OC699531.

PIN 04213-0303 LT in LRO #4

Description: PART LOTS 16,17 & 18 PLAN 43586 N/S CLARENCE STREET BEING PARTS 2,3 & 4 ON 4R21669; OTTAWA S/T RIGHT-OF-WAY AND EASEMENT OVER PART 3 ON 4R21669 IN FAVOUR OF PART LOT 18 PLAN 43586 PART 1 ON 4R21669 AS IN OC699531. S/T EASEMENT OVER PART 4 ON 4R21669 IN FAVOUR OF PART LOT 18 PLAN 43586 PART 1 ON 4R21669 AS IN OC699531. S/T RIGHT-OF-WAY OVER PART 2 PLAN 4R21669 IN FAVOUR OF PART LOT 18 PLAN 43586 PART 1 ON 4R216 69 AS IN OC699531. T/W RIGHT-OF-WAY AND EASEMENT OVER PART 1 ON 4R21669 IN FAVOUR OF PART LOTS 16, 17 & 18 PLAN 43586 PARTS 2,3 & 4 ON 4R21669 AS IN OC699531.

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SCHEDULE "B"**RECEIVER CERTIFICATE**

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that ~~[RECEIVER'S NAME]~~, Deloitte Restructuring Inc., the interim receiver (the "'Receiver'") of the ~~assets, undertakings~~ real property of Golden Dragon Ho 10 Inc. and properties [DEBTOR'S NAME] acquired for, or used in relation Golden Dragon Ho 11 Inc. identified on Schedule "A" to a business carried on by the Debtor, including all proceeds thereof (collectively, the "Property") appointed by Appointment Order of the Ontario Superior Court of Justice (Commercial List) (the "'Court'") dated the 22nd day of September, 2017 (the "'Order'") made in an action having Court file number CL, _____, _____, has received as such Receiver from the holder of this certificate (the "'Lender'") the principal sum of \$ _____, \$ _____, being part of the total principal sum of \$ _____ \$ _____ which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded ~~[daily]~~ [monthly not in advance on the _____ 1st day of each month] after the date hereof at a notional rate per annum equal to the rate of two per cent above the prime commercial lending rate of Royal Bank of Canada from time to time.

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

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

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

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

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

DATED the _____ day of _____, _____, 20__.

~~[RECEIVER'S NAME]~~, DELOITTE
RESTRUCTURING INC., solely in its capacity
as Receiver of the Property, and not in its
personal or corporate capacity

Per: _____

Name:

Title:

Per: _____

Name:

Title:

FIRST NATIONAL FINANCIAL GP CORPORATION and **GOLDEN DRAGON HO 10 INC. and GOLDEN DRAGON HO 11 INC.**
Applicant Respondents

ONTARIO
SUPERIOR COURT OF JUSTICE
Proceeding Commenced at **OTTAWA**

APPLICATION RECORD
VOLUME III OF III
(RETURNABLE SEPTEMBER 22, 2017)

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