

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
IN THE MATTER OF THE COURT-APPOINTED RECEIVERSHIP  
OF 6773982 CANADA INC AND 6317081 CANADA INC.  
of the City of Ottawa, in the Province of Ontario**

**BETWEEN:**

**THE BANK OF NOVA SCOTIA**

**Applicant**

**and**

**6773982 CANADA INC. AND 6317081 CANADA INC.**

**Respondents**

**FIRST REPORT OF MNP LTD., IN ITS  
CAPACITY AS COURT APPOINTED RECEIVER OF  
6773982 CANADA INC. AND 6317081 CANADA INC.**

**MARCH 19, 2021**

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## INTRODUCTION AND BACKGROUND

1. 6773982 Canada Inc. (“677”) is a company incorporated pursuant to the laws of Canada with its registered office in Ottawa, Ontario.
2. 6317081 Canada Inc. (“631”) is a company incorporated pursuant to the laws of Canada with its registered office located in Ottawa, Ontario.
3. 677 is the registered owner of property municipally known as 276 Sunnyside Avenue, Ottawa, Ontario (the “Real Property”) and 631 operated a daycare at the Real Property.
4. 677 and 631 (collectively, the “Companies” of the “Debtors”) are managed and controlled by Mr. Neil Priel (the “Director”).
5. On or about June 16, 2017, the Companies became indebted to the Bank of Nova Scotia (“BNS” or the “Lender”), its senior secured creditor, with respect to certain credit facilities granted by the Lender pursuant to and under the terms of various credit and security agreements contained as Exhibits D through J to the Receivership Application Record (the “Application Record”) dated November 9, 2020 (the “Security”).
6. As reported in the Application Record, the Companies’ obligations to the Lender pursuant to the above loans and the Security (the “Indebtedness”) totaled \$857,419.40 as at October 15, 2020 (excluding interest and fees accrued since).
7. The Security provides for the appointment of a receiver in the event of default by the Debtors under the Security.
8. On October 15, 2020, BNS issued demands for payment of the Indebtedness to the Companies, along with Notices of Intention to Enforce Security in accordance with s. 244 of the *Bankruptcy and Insolvency Act* (“BIA”) which demands and statutory notices are contained as Exhibit M of the Application Record.
9. On October 15, 2020, the Director contacted representatives for BNS advising that the Real Property was listed for sale with Re/Max Hallmark Jenna & Co. Group Realty (“Remax”) for \$1,090,000.00 and requested a sixty-day forbearance period.
10. On October 20, 2020, legal counsel for BNS provided the Companies with a proposed forbearance agreement, contained as Exhibit O of the Application Record (the

“Forbearance Agreement”). The Forbearance Agreement provided that, amongst other things, the Companies would repay the Indebtedness by no later than January 4, 2021.

11. On October 23, 2020, legal counsel for BNS corresponded with the Director to confirm acceptance of the Forbearance Agreement and received no reply and a signed copy of the Forbearance Agreement was not returned.
12. On November 9, 2020, BNS brought an application for the appointment of MNP Ltd. (“MNP”) as the receiver of the Companies and for the protection of the interests of BNS and other stakeholders.
13. On November 16, 2020, Cian McDonnell, on behalf of BNS, filed an affidavit to update the Application Record on efforts between BNS and the Companies to repay the Indebtedness. This affidavit confirms that the Companies have no access to funding to satisfy the Indebtedness and that insurance coverage with respect to the Real Property would cease on December 12, 2020.
14. By Order of this Honourable Court dated November 20, 2020 (the “Receivership Order”), MNP was appointed receiver (the “Receiver”), without security, of all of the assets, undertakings and properties of the Debtors used in relation to their businesses, including all proceeds thereof (the “Property”). A copy of the Receivership Order is attached at Appendix “1”.

#### PURPOSE OF THIS REPORT

15. The purpose of this first report of the Receiver to the Court (the “First Report”) is to:
  - (a) report on the activities of the Receiver since its appointment pursuant to the Receivership Order;
  - (b) seek the Court’s approval of the activities and conduct of the Receiver and that of its legal counsel as described in the First Report;
  - (c) seek the Court’s approval of the Sales Agreement (as defined below) and of the Sales Transaction (as defined below) and the conveyance of the Real Property to the purchaser thereof and vesting title to the Real Property in the purchaser free and clear of any encumbrances;

- (d) seek the Court's approval to seal certain confidential appendices to the First Report;
- (e) seek the Court's approval of the Receiver's Interim Statement of Receipts and Disbursements (the "Interim SRD");
- (f) in the event the Court approves the Sales Agreement and the Sales Transaction and the said transactions close, seek the Court's approval in respect of an interim distribution to Canada Revenue Agency ("CRA") in the amount of \$8,367.00 in respect of CRA'S priority claim for HST;
- (g) in the event the Court approves the Sales Agreement and the Sales Transaction and the said transaction closes, seek the Court's approval in respect of an interim distribution to BNS in the amount of \$780,000.00 on account of its first-ranking mortgage and secured claim; and
- (h) in the event the Court approves the Sales Agreement and the Sales Transaction and the said transaction closes, seek the Court's approval in respect of paying to the City of Ottawa all outstanding municipal tax arrears (the "Tax Arrears") in respect of the Real Property, which Tax Arrears totaled \$4,995.37 as of March 15, 2021.

16. All amounts referred to in the First Report are in Canadian dollars unless otherwise noted.

#### **NOTICE TO READER**

17. This First Report is prepared solely for the use of the Court, for the purpose of assisting the Court in making a determination of whether to approve the relief being sought.

18. In preparing this First Report, the Receiver has relied upon information from third party sources (collectively, the "Information"). Certain of the information contained herein may refer to, or be based on, the Information. As the Information has been provided by other parties or obtained from documents filed with the Honourable Court in this matter, the Receiver has relied on the Information and, to the extent possible, reviewed the Information for reasonableness. However, the Receiver has not audited or otherwise attempted to verify the accuracy and completeness of the Information in a manner that would wholly or partially comply with Generally Accepted Assurance Standards pursuant to the CPA Canada Handbook.

## INITIAL RECEIVERSHIP ACTIVITIES

19. Immediately following the granting of the Receivership Order on November 20, 2020 (the “Receivership Date”), the Receiver attended at the Real Property to take possession of and secure the building. The initial activities of the Receiver included:
- (a) notifying the Companies of MNP’s appointment as Receiver;
  - (b) attending at the Real Property to inspect the site and take photographs;
  - (c) providing a copy of the Receivership Order to the Companies;
  - (d) arranging for insurance coverage for the Real Property;
  - (e) contacting various utilities to arrange for the continuation of services;
  - (f) requesting relevant information and the books and records of the Companies;
  - (g) responding to creditor inquiries; and
  - (h) preparing and issuing the prescribed notices and statement of the Receiver pursuant to ss. 245(1) and 246(1) of the BIA, which was sent to the Debtors’ creditors. A copy of this notice is attached at Appendix “2”.

## THE REAL PROPERTY, THE APPRAISALS AND THE LISTINGS

20. The Real Property was purchased by 677 on July 26, 2012 for \$636,500.00.
21. At the date of the Receivership Order, Remax was marketing the Real Property with a list price of \$1,050,000.00.
22. On November 30, 2020, the Receiver obtained a listing proposal from Avison Young (“Avison”) to market and sell the Real Property. A copy of the listing proposal is contained at Appendix “3”.
23. On December 2, 2020, the Receiver received a real estate appraisal from Juteau Johnson Comba Inc. (the “Comba Appraisal”) for the Real Property. A copy of the Comba Appraisal is reproduced at Confidential Appendix “A”.
24. On December 2, 2020, given the favourable terms contained in the Avison listing proposal and that Avison is a reputable, competent and licensed commercial real estate broker, the Receiver selected Avison to list and market the Real Property with a list

price of \$1,049,500.00 which was in line with the previous Remax listing. A copy of the listing agreement is contained at Appendix "4".

25. On January 4, 2021, the Receiver received a real estate appraisal from McLean, Simon & Associates (Ottawa) (the "Simon Appraisal") for the Real Property. A copy of the Simon Appraisal is reproduced at Confidential Appendix "B".

#### **MARKETING OF REAL PROPERTY AND RESULTS**

26. The marketing process and the results of the marketing process for the Real Property are detailed in Confidential Appendix "C" and a redacted copy is attached at Appendix "5".

27. Highlights of Avison's marketing process in respect of the sale of the Real Property are as follows:

- a) Avison went to market to over 650 parties and asked all interested parties to submit offers to purchase by February 16, 2021;
- b) there were 1,137 direct hits on Loopnet and there were 1,443 views on Realtor.ca;
- c) 58 parties made inquiries and 15 formal inspections of the Real Property;
- d) parties advised Avison of their concerns about the restricted building use, lack of parking space and high listing price of the Real Property;
- e) at the time of the initial offering expiring, two (2) offers were received from parties interested in purchasing the Real Property; and
- f) on February 16, 2021, the purchasing party submitted an offer to purchase the Real Property that BNS confirmed it supported.

#### **THE SALES AGREEMENT AND TRANSACTION**

28. On February 19, 2021, the Receiver accepted the final offer to purchase the Real Property (the "Sales Agreement"), copies of which are attached as Confidential Appendix "D" and a redacted copy of which is attached as Appendix "6" (in which the purchaser's identity and the purchase prices were redacted). The Sales Agreement

provides for a deposit of \$50,000.00, and that it is binding, and that the closing (the "Sales Transaction") is subject to the approval of the Court.

29. The Receiver recommends that the Sales Agreement and the Sales Transaction with respect to the Real Property be approved by this Honourable Court for the following reasons:

- a) the Real Property was exposed widely to the marketplace in a manner that is common for properties of this nature and was listed for sale with a professional and licensed commercial real estate broker that is well known in the market;
- b) the Sales Agreement is now unconditional except for the Courts approval;
- c) the purchase price is greater than the appraised values of the Real Property;
- d) the purchase price is greater than the other offers received by the Receiver;
- e) the Real Property has been exposed the market since October 2020, by the Companies and the Receiver;
- f) the Receiver does not believe that further marketing of the Real Property will result in a superior offer; and
- g) the Sales Transaction that is the subject of the Sales Agreement is provident and a favourable outcome for the estate and followed a thorough, impartial and fair sales process that fully tested the market.

## ONGOING OPERATIONS

30. The Receiver did not operate the daycare.

31. The Receiver did obtain an initial advance from BNS and accordingly issued a Receiver's Certificate in the amount of \$20,000.00. A copy of the Receiver's Certificate 1 is attached at Appendix "7".

## PRIORITY AND SECURED CLAIMS

### Priority Claims

32. As of March 15, 2021, the Tax Arrears for the Real Property were \$4,995.37. A copy of the property tax certificate is contained at Appendix "8".

33. The Receiver has recently filed the 2019 and 2020 annual HST returns for 677 with CRA. The amount outstanding before interest and penalties is \$8,367.00 and there are no

other returns to be filed. 677 did not have a payroll account and as a result, no amounts would be owed for employee source deductions.

34. Attached at Appendix "9" is the statement of account from CRA as at March 11, 2021 for 677 and the 2019 and 2020 annual HST returns filed with CRA by the Receiver.
35. 631 has not filed the 2020 annual return for employee source deductions with CRA. CRA confirms that annual remittances in the sum of \$17,915.88 have been remitted by 631. However, without the payroll service filing the annual T-4 returns, the Receiver is unable to confirm if any further amounts are owed. The current amount owed for prior periods is \$738.64. Attached at Appendix "10" is a statement of account from CRA as at March 11, 2021 for 631 confirming the amounts owed and remittances made for 2020 tax year.

#### Secured Claims

36. The parcel register for the Real Property confirms that BNS registered a charge on title to the Real Property on August 10, 2017 in the principal amount of \$975,000.00. The Receiver's independent legal counsel, André Ducasse of Soloway Wright LLP, provided the Receiver with a legal opinion, dated March 18, 2021, regarding the validity and enforceability of the security held by BNS, a copy of which is attached at Appendix "11".
37. Based on this legal opinion, it appears that:
  - a) BNS's mortgage security with respect to the Real Property is valid and enforceable;
  - b) The Receivership Order entitles the Receiver to deal with and sell the Real Property; and
  - c) The general security agreements granted by the Companies to BNS create an attached and perfected security interest and are enforceable in accordance with their terms.
38. The parcel register for the Real Property and the PPSA search results for each of the Companies are enclosed with this legal opinion attached at Appendix "11".

39. BNS provided the Receiver with an updated statement of account in respect of 677's indebtedness to BNS as of March 12, 2021. As of this date, the outstanding balance owing to BNS by 677 was \$777,460.70 plus daily per diem interest of \$97.14 and ongoing legal costs. The BNS statement of account is attached at Appendix "12".
40. BNS confirmed the Receiver's Certificate has accrued \$416.39 in interest with a daily per diem interest of \$4.08 contained at Appendix "12".
41. BNS provided the Receiver with an updated statement of account in respect of 631's indebtedness to BNS as of March 12, 2021. As of this date, the outstanding balance owing to BNS by 631 was \$49,677.79 plus daily per diem interest of \$4.68 and ongoing legal costs. The BNS statement of account is attached at Appendix "13".

#### FUNDS AVAILABLE FOR DISTRIBUTION

42. A copy of the Interim SRD is attached at Appendix "14". It confirms that receipts exceed disbursements by \$10,734.57 to the date of this First Report.
43. In the event the Sales Agreement and the Sales Transaction are approved by the Court and the transaction closes, the Receiver recommends paying the following distributions:
  - a) \$4,995.37, or such other amount as may be required to pay the Tax Arrears in respect of the Real Property;
  - b) \$780,000.00 to BNS on account of its secured mortgage claim; and
  - c) \$8,367.00 to CRA on account of its priority claim for HST remittances;
44. The balance of the sale proceeds will be held by the Receiver until a further report to the Court is filed with respect to distributing these proceeds.

#### PROFESSIONAL FEES

45. Pursuant to paragraph 18 of the Receivership Order, the fees and disbursements of the Receiver and its legal counsel 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.

46. Pursuant to paragraph 19 of the Appointment Order, the Receiver is entitled to apply reasonable amounts out of the monies in its hands to satisfy its professional fees and disbursements and those of its counsel, and such amounts are to constitute advances against its remuneration and disbursements when and as approved by the Court.

47. The approval of fees and disbursements of the Receiver and that of its legal counsel will be sought in a further report to the Court.

#### **COMPLETION OF THE RECEIVERSHIP**

48. The Receiver will attempt to close the Sales Transaction and report back to Court upon its completion. In the event the Sales Transaction does not close, the Receiver will resume the sales process in respect of the Real Property subject to the Receivership Order.

#### **SUMMARY AND RECOMMENDATIONS**

49. For the reasons outlined above, the Receiver respectfully recommends that this Court grant the Receiver's request for an Order, amongst other things:

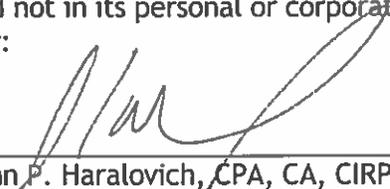
- (a) If necessary, abridging the time for and validation of service of the Notice of Motion and Motion Record herein;
- (b) Approving the Receiver's First Report, and the activities and conduct of the Receiver and of its legal counsel since its appointment, all as recited in the First Report;
- (c) Approving the Sales Agreement and Sales Transaction, and the conveyance of the Real Property to the purchase and vesting title of the Real Property in the purchaser free of encumbrances;
- (d) Approving the sealing of the confidential appendices to the First Report pending the closing of the Sales Transaction or further Order of this Court;
- (e) Approving the Interim SRD;
- (f) in the event the Court approves the Sales Agreement and the Sales Transaction and the said transaction closes, approving an interim distribution to CRA in the amount of \$8,367.00;

- (g) in the event the Court approves the Sales Agreement and the Sales Transaction and the said transaction closes, approving an interim distribution to BNS in the amount of \$780,000.00 on account of its first-ranking mortgage and secured claim; and
- (h) in the event the Court approves the Sales Agreement and the Sales Transaction and the said transaction closes, approving payment to the City of Ottawa for all Tax Arrears in respect of the Real Property.

This First Report is respectfully submitted to the Honourable Court as of this 19<sup>th</sup> day of March 2021.

MNP LTD.,

In Its capacity as Court-Appointed Receiver of  
6773982 Canada Inc. and 6317081 Canada Inc.  
and not in its personal or corporate capacity  
Per:



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John P. Haralovich, CPA, CA, CIRP, CMA  
Senior Vice President

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**ONTARIO  
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE

)

FRIDAY, THE 20<sup>th</sup>

JUSTICE ROGER

)

DAY OF NOVEMBER, 2020

)

**THE BANK OF NOVA SCOTIA**

Applicant

- and -

**6773982 CANADA INC. AND 6317081 CANADA INC.**

Respondents

**ORDER  
(Appointing Receiver)**

THIS APPLICATION made by the Applicant, The Bank of Nova Scotia, 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 MNP Ltd. as receiver (in such capacities, the "Receiver") without security, of all of the assets, undertakings and properties of the Respondents, 6773982 Canada Inc. and 6317081 Canada Inc. (collectively, the "Debtors") acquired for, or used in relation to a business carried on by the Debtors, and of the real property described at Schedule "A" to this Order and owned by the Respondent, 6773982 Canada Inc. (the "Real Property") was heard this day by judicial teleconference via Zoom at 161 Elgin St 2nd Floor, Ottawa, ON K2P 2K1.

ON READING the Notice of Application, the Affidavit of Cian McDonnell sworn October 30, 2020 and the Exhibits thereto, the Supplemental Affidavit of Cian McDonnell sworn November 16, 2020 and the Exhibits thereto, and on hearing the submissions of counsel for the Applicant, no other parties appearing, although duly served as appears from the affidavits of

service of Lindsay Provost sworn November 9, 2020 and November 16, 2020, and on reading the consent of MNP Ltd. 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 Application 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, MNP Ltd. is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtors acquired for, or used in relation to a business carried on by the Debtors, including all proceeds thereof, and which includes the Real Property (collectively, 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 Debtors, 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 Debtors;

- (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 Debtors or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors and to exercise all remedies of the Debtors in collecting such monies, including, without limitation, to enforce any security held by the Debtors;
- (g) to settle, extend or compromise any indebtedness owing to the Debtors;
- (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 Debtors, 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 Debtors, 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 \$300,000; 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;
- (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 Debtors;

- (p) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtors, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtors;
- (q) to exercise any shareholder, partnership, joint venture or other rights which the Debtors may have; 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 Debtors, and without interference from any other Person.

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

4. THIS COURT ORDERS that (i) the Debtors, (ii) all of the Debtors' 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.

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 Debtors, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "Records") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this

paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

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

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

**NO PROCEEDINGS AGAINST THE RECEIVER**

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

**NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY**

9. THIS COURT ORDERS that no Proceeding against or in respect of the Debtors 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 Debtors or the Property are hereby stayed and suspended pending further Order of this Court.

**NO EXERCISE OF RIGHTS OR REMEDIES**

10. THIS COURT ORDERS that all rights and remedies against the Debtors, 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 Debtors to carry on any business which the Debtors are not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtors 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 Debtors, 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 Debtors 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 Debtors 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 Debtors' 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 Debtors 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 Debtors shall remain the employees of the Debtors until such time as the Receiver, on the Debtors' 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 Debtors, 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, including, but not limited to, any illness or bodily harm resulting from a party or parties contracting COVID-19, 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 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 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.

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 \$100,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the 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 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. 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.

24. 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: WWW.MNP.CA.

26. 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 Debtors' creditors or other interested parties at their respective addresses as last shown on the records of the Debtors 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. 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. THIS COURT ORDERS that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtors, or any of them.

29. 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. 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. THIS COURT ORDERS that the Applicant shall have its costs of this Application , 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 Debtors' estate with such priority and at such time as this Court may determine.

32. 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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Justice P.E. Roger, Ontario Superior Court of Justice

2

District of: Ontario  
Division No. 12 - Ottawa  
Court No.  
Estate No.

- FORM 87 -  
Notice of Statement of the Receiver  
(Subsections 245(1) and 246(1) of the Act)

In the matter of the receivership of  
6773982 Canada Inc. and 6317081 Canada Inc.

The receiver gives notice and declares that:

1. On the 20th day of November 2020, we, MNP Ltd., became the receiver in respect of the property of 6773982 Canada Inc. and 6317081 Canada Inc., that is described below:

Real Property or Immovable Building - Ottawa - 276 Sunnyside Avenue 1000000.00

2. We became a receiver by having taken possession or control of the property described above (or by virtue of being appointed by The Bank of Nova Scotia), pursuant to General Security Agreement dated July 18, 2017 granted by 6317081 Canada Inc. and a mortgage on the real property dated August 10, 2017 granted by 6773982 Canada Inc.

3. The undersigned took possession or control of the property described above on the 20th day of November 2020.

4. The following information relates to the receivership:

- (a) Address: 276 Sunnyside Avenue, Ottawa, ON
- (b) Principal line of business: Daycare Centre
- (c) Location(s) of business:

276 Sunnyside, Ottawa, ON, K1S 0R8

(d) Amount owed to each creditor who holds a security on the property described above:

Scotia Mortgage Corporation \$845000.00

(e) The list of other creditors and the amount owed to each creditor and the total amount due is as follows:

Scotiabank	Unsecured	\$95000.00
Baker Tilly Ottawa LLP	Unsecured	\$4259.00
CRA - Tax - Ontario	Unsecured	\$1.00
Baker Tilly Ottawa LLP	Unsecured	\$1129.00
Star Life Fire and Safety Inc.	Unsecured	\$1288.00
Star Life Fire and Safety Inc.	Unsecured	\$553.70

(f) The intended plan of action of the receiver during the receivership, to the extent that such a plan has been determined, is as follows: The Receiver will have the property appraised, listed for sale and will complete a sales transaction for the benefit of the secured creditor.

(g) Contact person for receiver:

John Haralovich, Tet: (613) 691-4270, Fax: (613) 726-9009.

Dated at the City of Ottawa in the Province of Ontario, this 3rd day of December 2020.

MNP Ltd. - Licensed Insolvency Trustee

Per:



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John Haralovich - Receiver

1600 Carling Avenue, Suite 800

Ottawa ON K1Z 1G3

Phone: (613) 691-4270 Fax: (613) 726-9009

3



Form 200 for use in the Province of Ontario

Listing Agreement Seller Representation Agreement Authority to Offer for Sale

This is a Multiple Listing Service Agreement



OR

Exclusive Listing Agreement

EXCLUSIVE



BETWEEN:

BROKERAGE: Avison Young Commercial Real Estate Services, L.P. Brokerage

(the "Listing Brokerage") Tel. No. 613-567-2680

SELLER: MNP LTD. as Court-Appointed Receiver of 6773982 Canada Inc. (the "Seller")

In consideration of the Listing Brokerage listing the real property for sale known as 276 Sunnyside Avenue Ottawa, On (the "Property")

the Seller hereby gives the Listing Brokerage the exclusive and irrevocable right to act as the Seller's agent, commencing at 12:01 a.m. on the 27 day of January 2021, until 11:59 p.m. on the 31 day of May 2021 (the "Listing Period"),

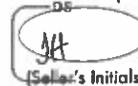
Seller acknowledges that the length of the Listing Period is negotiable between the Seller and the Listing Brokerage and, if an MLS listing, may be subject to minimum requirements of the real estate board, however, in accordance with the Real Estate and Business Brokers Act, 2002, (REBBA), if the Listing Period exceeds six months, the Listing Brokerage must obtain the Seller's initials.



to offer the Property for sale at a price of Dollars (CDN\$) 1,049,500.00 One Million Forty-Nine Thousand Five Hundred Dollars

and upon the terms particularly set out herein, or at such other price and/or terms acceptable to the Seller. It is understood that the price and/or terms set out herein are at the Seller's personal request, after full discussion with the Listing Brokerage's representative regarding potential market value of the Property.

The Seller hereby represents and warrants that the Seller is not a party to any other listing agreement for the Property or agreement to pay commission to any other real estate brokerage for the sale of the Property.



1. DEFINITIONS AND INTERPRETATIONS: For the purposes of this Agreement ("Authority" or "Agreement"): "Seller" includes vendor, a "buyer" includes a purchaser, or a prospective purchaser. A "real estate board" includes a real estate association. A purchase shall be deemed to include the entering into of any agreement to exchange, or the obtaining of an option to purchase which is subsequently exercised. Commission shall be deemed to include other remuneration. This Agreement shall be read with all changes of gender or number required by the context. For purposes of this Agreement, anyone introduced to or shown the Property shall be deemed to include any spouse, heirs, executors, administrators, successors, assigns, related corporations and affiliated corporations. Related corporations or affiliated corporations shall include any corporation where one half or a majority of the shareholders, directors or officers of the related or affiliated corporation are the same person(s) as the shareholders, directors, or officers of the corporation introduced to or shown the Property.

2. COMMISSION: In consideration of the Listing Brokerage listing the Property, the Seller agrees to pay the Listing Brokerage a commission of 4.00% of the sale price of the Property or for any valid offer to purchase the Property from any source whatsoever obtained during the Listing Period and on the terms and conditions set out in this Agreement OR such other terms and conditions as the Seller may accept. The Seller authorizes the Listing Brokerage to co-operate with any other registered real estate brokerage (co-operating brokerage) and to offer to pay the co-operating brokerage a commission of 2.00% of the sale price of the Property or out of the commission the Seller pays the Listing Brokerage. The Seller further agrees to pay such commission as calculated above if an agreement to purchase is agreed to or accepted by the Seller or anyone on the Seller's behalf within 60 days after the expiration of the Listing Period (Holdover Period), so long as such agreement is with anyone who was introduced to the Property from any source whatsoever during the Listing Period or shown the Property during the Listing Period. If, however, the offer for the purchase of the Property is pursuant to a new agreement in writing to pay commission to another registered real estate brokerage, the Seller's liability for commission shall be reduced by the amount paid by the Seller under the new agreement. The Seller further agrees to pay such commission as calculated above even if the transaction contemplated by an agreement to purchase agreed to or accepted by the Seller or anyone on the Seller's behalf is not completed, if such non-completion is owing or attributable to the Seller's default or neglect, said commission to be payable on the date set for completion of the purchase of the Property. Any deposit in respect of any agreement where the transaction has been completed shall first be applied to reduce the commission payable. Should such amounts paid to the Listing Brokerage from the deposit or by the Seller's solicitor not be sufficient, the Seller shall be liable to pay to the Listing Brokerage on demand, any deficiency in commission and taxes owing on such commission. All amounts set out as commission are to be paid plus applicable taxes on such commission.

INITIALS OF LISTING BROKERAGE: [Empty oval]

INITIALS OF SELLER(S): [Initials JH in oval]

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**3. REPRESENTATION:** The Seller acknowledges that the Listing Brokerage has provided the Seller with information explaining agency relationships, including information on Seller Representation, Sub-agency, Buyer Representation, Multiple Representation and Customer Service.

The Seller understands that unless the Seller is otherwise informed, the co-operating brokerage is representing the interests of the buyer in the transaction. The Seller further acknowledges that the Listing Brokerage may be listing other properties that may be similar to the Seller's Property and the Seller hereby consents to the Listing Brokerage listing other properties that may be similar to the Seller's Property without any claim by the Seller of conflict of interest. The Seller hereby appoints the Listing Brokerage as the Seller's agent for the purpose of giving and receiving notices pursuant to any offer or agreement to purchase the Property. Unless otherwise agreed in writing between Seller and Listing Brokerage, any commission payable to any other brokerage shall be paid out of the commission the Seller pays the Listing Brokerage, said commission to be disbursed in accordance with the Commission Trust Agreement.

**MULTIPLE REPRESENTATION:** The Seller hereby acknowledges that the Listing Brokerage may be entering into buyer representation agreements with buyers who may be interested in purchasing the Seller's Property. In the event that the Listing Brokerage has entered into or enters into a buyer representation agreement with a prospective buyer for the Seller's Property, the Listing Brokerage will obtain the Seller's written consent to represent both the Seller and the buyer for the transaction at the earliest practicable opportunity and in all cases prior to any offer to purchase being submitted or presented.

The Seller understands and acknowledges that the Listing Brokerage must be impartial when representing both the Seller and the buyer and equally protect the interests of the Seller and buyer. The Seller understands and acknowledges that when representing both the Seller and the buyer, the Listing Brokerage shall have a duty of full disclosure to both the Seller and the buyer, including a requirement to disclose all factual information about the Property known to the Listing Brokerage.

However, the Seller further understands and acknowledges that the Listing Brokerage shall not disclose:

- that the Seller may or will accept less than the listed price, unless otherwise instructed in writing by the Seller;
- that the buyer may or will pay more than the offered price, unless otherwise instructed in writing by the buyer;
- the motivation of or personal information about the Seller or buyer, unless otherwise instructed in writing by the party to which the information applies or unless failure to disclose would constitute fraudulent, unlawful or unethical practice;
- the price the buyer should offer or the price the Seller should accept; and
- the Listing Brokerage shall not disclose to the buyer the terms of any other offer.

However, it is understood that factual market information about comparable properties and information known to the Listing Brokerage concerning potential uses for the Property will be disclosed to both Seller and buyer to assist them to come to their own conclusions.

Where a Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be entitled or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices.

**MULTIPLE REPRESENTATION AND CUSTOMER SERVICE:** The Seller understands and agrees that the Listing Brokerage also provides representation and customer service to other sellers and buyers. If the Listing Brokerage represents or provides customer service to more than one seller or buyer for the same trade, the Listing Brokerage shall, in writing, at the earliest practicable opportunity and before any offer is made, inform all sellers and buyers of the nature of the Listing Brokerage's relationship to each seller and buyer.

**4. FINDERS FEES:** The Seller acknowledges that the Brokerage may be receiving a finder's fee, reward and/or referral incentive, and the Seller consents to any such benefit being received and retained by the Brokerage in addition to the Commission as described above.

**5. REFERRAL OF ENQUIRIES:** The Seller agrees that during the Listing Period, the Seller shall advise the Listing Brokerage immediately of all enquiries from any source whatsoever, and all offers to purchase submitted to the Seller shall be immediately submitted to the Listing Brokerage before the Seller accepts or rejects the same. If any enquiry during the Listing Period results in the Seller accepting a valid offer to purchase during the Listing Period or within the Holdover Period after the expiration of the Listing Period, the Seller agrees to pay the Listing Brokerage the amount of Commission set out above, payable within five (5) days following the Listing Brokerage's written demand therefor.

**6. MARKETING:** The Seller agrees to allow the Listing Brokerage to show and permit prospective buyers to fully inspect the Property during reasonable hours and the Seller gives the Listing Brokerage the sole and exclusive right to place "For Sale" and "Sold" sign(s) upon the Property. The Seller consents to the Listing Brokerage including information in advertising that may identify the Property. The Seller further agrees that the Listing Brokerage shall have sole and exclusive authority to make all advertising decisions relating to the marketing of the Property for sale during the Listing Period. The Seller agrees that the Listing Brokerage will not be held liable in any manner whatsoever for any acts or omissions with respect to advertising by the Listing Brokerage or any other party, other than by the Listing Brokerage's gross negligence or wilful act.

**7. WARRANTY:** The Seller represents and warrants that the Seller has the exclusive authority and power to execute this Authority to offer the Property for sale and that the Seller has informed the Listing Brokerage of any third party interests or claims on the Property such as rights of first refusal, options, easements, mortgages, encumbrances or otherwise concerning the Property, which may affect the sale of the Property.

**8. INDEMNIFICATION AND INSURANCE:** The Seller will not hold the Listing Brokerage and representatives of the Brokerage responsible for any loss or damage to the Property or contents occurring during the term of this Agreement caused by the Listing Brokerage or anyone else by any means, including theft, fire or vandalism, other than by the Listing Brokerage's gross negligence or wilful act. The Seller agrees to indemnify and save harmless the Listing Brokerage and representatives of the Brokerage and any co-operating brokerage from any liability, claim, loss, cost, damage or injury, including but not limited to loss of the Commission payable under this Agreement, caused or contributed to by the breach of any warranty or representation made by the Seller in this Agreement and, if attached, the accompanying data form. The Seller warrants the Property is insured, including personal liability insurance against any claims or lawsuits resulting from bodily injury or property damage to others caused in any way on or at the Property and the Seller indemnifies the Brokerage and all of its employees, representatives, salespersons and brokers (Listing Brokerage) and any co-operating brokerage and all of its employees, representatives, salespersons and brokers (co-operating brokerage) for and against any claims against the Listing Brokerage or co-operating brokerage made by anyone who attends or visits the Property.

**9. FAMILY LAW ACT:** The Seller hereby warrants that spousal consent is not necessary under the provisions of the Family Law Act, R.S.O. 1990, unless the spouse of the Seller has executed the consent hereinafter provided.

**10. VERIFICATION OF INFORMATION:** The Seller authorizes the Listing Brokerage to obtain any information affecting the Property from any regulatory authorities, governments, mortgagees or others and the Seller agrees to execute and deliver such further authorizations in this regard as may be reasonably required. The Seller hereby appoints the Listing Brokerage or the Listing Brokerage's authorized representative as the Seller's attorney to execute such documentation as may be necessary to effect obtaining any information as aforesaid. The Seller hereby authorizes, instructs and directs the above noted regulatory authorities, governments, mortgagees or others to release any and all information to the Listing Brokerage.

**11. USE AND DISTRIBUTION OF INFORMATION:** The Seller consents to the collection, use and disclosure of personal information by the Brokerage for the purpose of listing and marketing the Property including, but not limited to: listing and advertising the Property using any medium including the Internet; disclosing Property information to prospective buyers, brokerages, salespersons and others who may assist in the sale of the Property; such other use of

INITIALS OF LISTING BROKERAGE:



INITIALS OF SELLER(S):





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the Seller's personal information as is consistent with listing and marketing of the Property. The Seller consents, if this is an MLS® Listing, to placement of the listing information and sales information by the Brokerage into the database(s) of the MLS® System of the appropriate Board, and to the posting of any documents and other information (including, without limitation, photographs, images, graphics, audio and video recordings, virtual tours, drawings, floor plans, architectural designs, artistic renderings, surveys and listing descriptions) provided by or on behalf of the Seller into the database(s) of the MLS® System of the appropriate Board. The Seller hereby indemnifies and saves harmless the Brokerage and/or any of its employees, servants, brokers or sales representatives from any and all claims, liabilities, suits, actions, losses, costs and legal fees caused by, or arising out of, or resulting from the posting of any documents or other information (including, without limitation, photographs, images, graphics, audio and video recordings, virtual tours, drawings, floor plans, architectural designs, artistic renderings, surveys and listing descriptions) as aforesaid. The Seller acknowledges that the database, within the board's MLS® System is the property of the real estate board(s) and can be licensed, resold, or otherwise dealt with by the board(s). The Seller further acknowledges that the real estate board(s) may: during the term of the listing and thereafter, distribute the information in the database, within the board's MLS® System to any persons authorized to use such service which may include other brokerages, government departments, appraisers, municipal organizations and others; market the Property, at its option, in any medium, including electronic media; during the term of the listing and thereafter, compile, retain and publish any statistics including historical data within the board's MLS® System and retain, reproduce and display photographs, images, graphics, audio and video recordings, virtual tours, drawings, floor plans, architectural designs, artistic renderings, surveys and listing descriptions which may be used by board members to conduct comparative analyses; and make such other use of the information as the Brokerage and/or real estate board(s) deem appropriate, in connection with the listing, marketing and selling of real estate during the term of the listing and thereafter. The Seller acknowledges that the information, personal or otherwise ("information"), provided to the real estate board or association may be stored on databases located outside of Canada, in which case the information would be subject to the laws of the jurisdiction in which the information is located.

In the event that this Agreement expires or is cancelled or otherwise terminated and the Property is not sold, the Seller, by initialling:

consent to allow other real estate board members to contact the Seller after expiration or other termination of this Agreement to discuss listing or otherwise marketing the Property.

Does

Does Not

- 12. SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms of this Agreement.
- 13. CONFLICT OR DISCREPANCY:** If there is any conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement, including any Schedule attached hereto, shall constitute the entire Agreement between the Seller and the Listing Brokerage. There is no representation, warranty, collateral agreement or condition which affects this Agreement other than as expressed herein.
- 14. ELECTRONIC COMMUNICATION:** This Agreement and any agreements, notices or other communications contemplated thereby may be transmitted by means of electronic systems, in which case signatures shall be deemed to be original. The transmission of this Agreement by the Seller by electronic means shall be deemed to confirm the Seller has retained a true copy of the Agreement.
- 15. ELECTRONIC SIGNATURES:** If this Agreement has been signed with an electronic signature the parties hereto consent and agree to the use of such electronic signature with respect to this Agreement pursuant to the *Electronic Commerce Act, 2000, S.O. 2000, c17* as amended from time to time.
- 16. SCHEDULE(S):** ..... and data form attached hereto form(s) part of this Agreement.

THE LISTING BROKERAGE AGREES TO MARKET THE PROPERTY ON BEHALF OF THE SELLER AND REPRESENT THE SELLER IN AN ENDEAVOUR TO OBTAIN A VALID OFFER TO PURCHASE THE PROPERTY ON THE TERMS SET OUT IN THIS AGREEMENT OR ON SUCH OTHER TERMS SATISFACTORY TO THE SELLER.

.....  
(Authorized to bind the Listing Brokerage) (Date) Michael Church (Name of Person Signing)

THIS AGREEMENT HAS BEEN READ AND FULLY UNDERSTOOD BY ME, I ACCEPT THE TERMS OF THIS AGREEMENT AND I ACKNOWLEDGE ON THIS DATE I HAVE SIGNED UNDER SEAL. Any representations contained herein or as shown on the accompanying data form respecting the Property are true to the best of my knowledge, information and belief.

SIGNED, SEALED AND DELIVERED I have hereunto set my hand and seal:

DocuSigned by: *Michael Church*  
(Signature of Seller) ..... (Tel. No.)  
0EFDA5D38589415  
(Signature of Seller) 6773982 Canada Inc. (Seal) (Date) (Tel. No.)

**SPOUSAL CONSENT:** The undersigned spouse of the Seller hereby consents to the listing of the Property herein pursuant to the provisions of the Family Law Act, R.S.O. 1990 and hereby agrees to execute all necessary or incidental documents to further any transaction provided for herein.

..... (Spouse) (Seal) (Date) (Tel. No.)

**DECLARATION OF INSURANCE**

The Salesperson/Broker/Broker of Record Michael Church  
(Name of Salesperson/Broker/Broker of Record)  
hereby declares that he/she is insured as required by REBBA.  
.....  
(Signature(s) of Salesperson/Broker/Broker of Record)

**ACKNOWLEDGEMENT**

The Seller(s) hereby acknowledge that the Seller(s) fully understand the terms of this Agreement and have received a copy of this Agreement on the ..... day of ....., 20 .....

DocuSigned by: *Michael Church*  
(Signature of Seller) ..... (Date)  
0EFDA5D38589415  
(Signature of Seller) 6773982 Canada Inc. (Date)

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**LISTING AGREEMENT – AUTHORITY TO OFFER FOR SALE**

This Listing is

  
[Seller's]

**BETWEEN:**

**BROKERAGE: AVISON YOUNG COMMERCIAL REAL ESTATE (ONTARIO) INC.** (the "Listing Brokerage")

**SELLER(S): MNP LTD. as Court-appointed Receiver of 6773982 Canada Inc.** (the "Seller").

In consideration of the Listing Brokerage listing the real property for sale known as 276 Sunnyside Avenue, Ottawa, On. (the "Property"), the Seller hereby gives the Listing Brokerage the **exclusive and irrevocable** right to act as the Seller's agent, commencing at 12:01 a.m. on the 2<sup>nd</sup> day of December 2020, until 11:59 p.m. on the 31<sup>st</sup> day of May, 2021 (the "Listing Period"),

(Seller acknowledges that the length of the Listing Period is negotiable between the Seller and the Listing Brokerage, and in accordance with the Real Estate and Business Brokers Act of Ontario (2002), if the Listing Period exceeds six (6) months, the Listing Brokerage must obtain the Seller's initials.)

  
[Seller's]

To offer the Property for sale at a price of: **One Million Forty Nine Thousand Five Hundred Dollars (\$1,049,500.00 CDN)** and upon the terms particularly set out herein, or at such other price and/or terms acceptable to the Seller. It is understood that the price and/or terms set out herein are at the Seller's personal request, after full discussion with the Listing Brokerage's representative regarding potential market value of the Property.

The Seller hereby represents and warrants that the Seller is not a party to any other listing agreement for the Property or agreement to pay commission to any other real estate brokerage for the sale of the property.

- DEFINITIONS AND INTERPRETATIONS:** For the purposes of this Listing Agreement ("Authority" or "Agreement"), "Seller" includes vendor and a "buyer" includes a purchaser or a prospective purchaser. A purchase shall be deemed to include the entering into of any agreement to exchange, or sell or transfer shares or assets. "Real property" includes real estate as defined in the Real Estate and Business Brokers Act (2002). The "Property" shall be deemed to include any part thereof or interest therein. This Agreement shall be read with all changes of gender or number required by the context.
- COMMISSION:** In consideration of the Listing Brokerage listing the Property for sale, the Seller agrees to pay the Listing Brokerage a commission of **Four Percent (4.00%)** of the sale price of the Property for any accepted and valid offer to purchase the Property or should any outside brokerage or any agent other than the listing agent(s) sell the property through the Listing Brokerage, then the Seller agrees to pay the Listing Brokerage a commission of **Five Percent (5.00%)** of the sale price of the Property from any source whatsoever obtained during the Listing Period and on the terms and conditions set out in this Agreement or such other terms and conditions as the Seller may accept.

The Seller further agrees to pay such commission as calculated above if an agreement to purchase is agreed to or accepted by the Seller or anyone on the Seller's behalf within **Sixty (60)** days after the

INITIALS OF LISTING



INITIALS OF SELLER(S)





**LISTING AGREEMENT – AUTHORITY TO OFFER FOR SALE**

expiration of the Listing Period (**Holdover Period**), so long as such agreement is with anyone who was introduced to the property from any source whatsoever during the Listing Period or shown the property during the Listing Period.

Any deposit in respect of any agreement where the transaction has been completed shall first be applied to reduce the commission payable. Should such amounts paid to the Listing Brokerage from the deposit or by the Seller's solicitor not be sufficient, the Seller shall be liable to pay to the Listing Brokerage on demand, any deficiency in commission and taxes owing on such commission.

All amounts set out as commission are to be paid plus applicable Harmonized Sales Tax (HST), on such commission.

- 3. REPRESENTATION:** The Seller acknowledges that the Listing Brokerage has provided the Seller with written information explaining agency relationships, including information on Seller Representation, Sub-agency, Buyer Representation, Multiple Representation and Customer Service. The Seller authorizes the Listing Brokerage to co-operate with any other registered real estate brokerage (co-operating brokerage).

The Seller understands that unless the Seller is otherwise informed, the co-operating brokerage is representing the interests of the buyer in the transaction. Any commission payable to any other brokerage shall be paid out of the commission the Seller pays the Listing Broker. The Seller hereby appoint the Listing Brokerage as the Seller's agent for the purpose of giving and receiving notices pursuant to any offer or agreement to purchase the Property.

The Seller acknowledges reading Schedule "A" attached with explains Multiple Representation.

- 4. REFERRAL OF ENQUIRIES:** The Seller agrees that during the Listing Period, the Seller shall advise the Listing Brokerage immediately of all enquiries from any source whatsoever, and all offers to purchase submitted to the Seller shall be immediately submitted to the Listing Brokerage by the Seller before the Seller accepts or rejects the same. If the Seller fails to advise the Listing Brokerage of any enquiry during the Listing Period and said enquiry results in the Seller's accepting a valid offer to purchase during the Listing Period or within the Holdover Period after the expiration of the Listing Period described above, the Seller agrees to pay the Listing Brokerage the amount of commission set out above, payable within five (5) days following the Listing Brokerage's written request therefor.

- 5. MARKETING:** The Seller agrees to allow the Listing Brokerage to show and permit prospective buyers to fully inspect the Property during reasonable hours and the Seller gives the Listing Brokerage the sole and exclusive right to place "For Sale" and "Sold" sign(s) upon the Property. The Seller consents to the Listing Brokerage including information in advertising that may identify the property. The Seller further agrees that the Listing Brokerage shall have sole and exclusive authority to make all advertising decisions relating to the marketing of the Property during the Listing Period. The Seller agrees that the Listing Brokerage will not be held liable in any manner whatsoever for any acts or omissions with

INITIALS OF LISTING

INITIALS OF SELLER(S) :



**LISTING AGREEMENT – AUTHORITY TO OFFER FOR SALE**

respect to advertising by the Listing Brokerage or any other party, other than by the Listing Brokerage's gross negligence or wilful act.

- 6. **WARRANTY:** The Seller represents and warrants that the Seller has the exclusive authority and power to execute this Authority to offer the Property for sale and that the Seller has informed the Listing Brokerage of any third party interests or claims on the property such as rights of first refusal, options, easements, mortgages, encumbrances or otherwise concerning the property, which may affect the selling of the Property.
- 7. **INDEMNIFICATION:** The Seller will not hold this Listing Brokerage responsible for any loss or damage to the Property or contents occurring during the term of this Agreement caused by the Listing Brokerage or anyone else by any means, including theft, fire or vandalism, other than by the Listing Brokerage's gross negligence or wilful act. The Seller agrees to indemnify and save harmless the Listing Brokerage and any co-operating brokerage from any liability, claim, loss, cost, damage or injury, including but not limited to loss of the commission payable under this Agreement, caused or contributed to by the breach of any warranty or representation made by the Seller in this Agreement or the accompanying data form.
- 8. **FAMILY LAW:** The Seller hereby warrants that spousal consent is not necessary under the provisions of the Family Law Act, R.S.O. 1990, unless the Seller's spouse has executed the consent thereafter of the property.
- 9. **VERIFICATION OF INFORMATION:** The Seller authorizes the Listing Brokerage to obtain any information from any regulatory authorities, governments, mortgages or others affecting the Property and the Seller agrees to execute and deliver such further authorizations in this regard as may be reasonably required. The Seller hereby appoints the Listing Brokerage or the Listing Brokerage's authorized representative as the Seller's representative to execute such documentation as may be necessary to effect obtaining any information as aforesaid. The Seller hereby authorizes, instructs and directs the above noted regulatory authorities, governments, mortgagees or others to release any and all information to the Listing Brokerage.
- 10. **NOTICES FOR SELLER:** All notices or other documents required or which may be given under this Listing Agreement – Authority To Offer for Sale are addressed as follows:

Seller: MNP Ltd. Court Appointed Receiver of 6773982 Canada Inc.  
 C/O John Haralovich  
 Address: 1600 Carling Avenue Suite 800  
 Ottawa, ON K1G 1G3  
 Tel: (613) 691-4262  
 email: john.haralovich@MNP.ca

INITIALS OF LISTING

DS  
ue

INITIALS OF SELLER(S) :

DS  
HT



**LISTING AGREEMENT - AUTHORITY TO OFFER FOR SALE**

- 11. USE AND DISTRIBUTION OF INFORMATION:** The Seller consents to the collection, use and disclosure of personal information by the Brokerage for the purpose of listing and marketing the Property including, but not limited to: listing and advertising the Property using any medium including the Internet; disclosing property information to perspective buyers, brokerages, salespersons and others who may assist in the sale of the Property; such other use of the Seller's personal information as consistent with listing and marketing of the Property.
  
- 12. SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms of this Agreement.
  
- 13. CONFLICT OR DISCREPANCY:** If there is any conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement, including any Schedule attached hereto, shall constitute the entire Authority from the Seller to the Brokerage. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein.
  
- 14. ELECTRONIC COMMUNICATION:** This Listing Agreement and any agreements, notices or other communications contemplated thereby may be transmitted by means of electronic systems, in which case signatures shall be deemed to be original. The transmission of this Agreement by the Seller by electronic means shall be deemed to confirm the Seller has retained a true copy of the Agreement.

**SIGNATURE PAGE TO FOLLOW**

INITIALS OF LISTING

A handwritten signature consisting of the letters "ll" inside a hand-drawn circle. Above the circle, the letters "DS" are printed in a small font.

INITIALS OF SELLER(S) :

A handwritten signature consisting of the letters "JH" inside a hand-drawn circle. Above the circle, the letters "DS" are printed in a small font.



LISTING AGREEMENT - AUTHORITY TO OFFER FOR SALE

THE LISTING BROKERAGE AGREES TO MARKET THE PROPERTY ON BEHALF OF THIS SELLER AND REPRESENT THE SELLER IN AN ENDEAVOUR TO OBTAIN A VALID OFFER TO PURCHASE THE PROPERTY ON THE TERMS SET OUT IN THIS AGREEMENT OR ON SUCH OTHER TERMS SATISFACTORY TO THE SELLER.

AVISON YOUNG COMMERCIAL REAL ESTATE (ONTARIO) INC.

DocuSigned by: Date 12/2/2020 Michael Church  
(Authorized to bind the Listing Brokerage) (Name of Person Signing)

THIS AUTHORITY HAS BEEN READ AND FULLY UNDERSTOOD BY ME AND I ACKNOWLEDGE THIS DATE I HAVE SIGNED AND HAVE RECEIVED A TRUE COPY OF THIS AGREEMENT. Any representations contained herein respecting the Property are true to the best of my knowledge, information and belief.

SIGNED, DATED AND DELIVERED I have hereunto set my hand and seal:

John Haralovich Court Appointed Receiver of 6773982 Canada Inc.

(Name of Seller)

DocuSigned by: Date 12/2/2020 613-691-4262  
(Signature of Seller/Authorized Signing Officer) (Seal) (Date) (Telephone Number)  
DEFDASD36589415...  
(Signature of Seller/Authorized Signing Officer) (Seal) (Date) (Telephone Number)

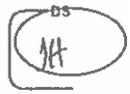
SPOUSAL CONSENT: The undersigned spouse of the Seller hereby consents to the listing of the Property herein pursuant to the provisions of the Family Law Act, R.S.O. 1990 and hereby agrees that he/she will execute all necessary or incidental documents to further any transaction provided for herein.

Date \_\_\_\_\_ (Spouse) (Seal) (Telephone Number)

INITIALS OF LISTING



INITIALS OF SELLER(S) :





**LISTING AGREEMENT – AUTHORITY TO OFFER FOR SALE**

**SCHEDULE "A"**

**Multiple Representation**

The Seller hereby acknowledges that the Listing Brokerage may be entering into buyer representation agreements with buyers who may be interested in purchasing the Seller's Property. In the event that the Listing Brokerage has entered into or enters into a buyer representation agreement with a prospective buyer for the Seller's Property, the Listing Brokerage will obtain the Seller's written consent to represent both the Seller and the buyer for the transaction at the earliest practical opportunity and in all cases prior to any offer to purchase being submitted or presented.

The Seller understands and acknowledges that the Listing Brokerage must be impartial when representing both the Seller and the buyer and equally protect the interests of the Seller and buyer. The Seller understands and acknowledges that when representing both the Seller and the buyer, the Listing Brokerage shall have a duty of full disclosure to both the Seller and the buyer, including a requirement to disclose all factual information about the property known to the Listing Brokerage.

However, the Seller further understands and acknowledges that the Listing Brokerage shall not disclose:

- that the Seller may or will accept less than the listed price, unless otherwise instructed in writing by the Seller;
- that the buyer may or will pay more than the offered price, unless otherwise instructed in writing by the buyer;
- the motivation of or personal information about the Seller or buyer, unless otherwise instructed in writing by the party to which the information applies or unless failure to disclose would constitute fraudulent, unlawful or unethical practice;
- the price the buyer should offer or the price the Seller should accept; and
- the Listing Brokerage shall not disclose to the buyer the terms of any other offer.

However, it is understood that factual market information about comparable properties and information known to the Listing Brokerage concerning potential uses for the Property will be disclosed to both Seller and buyer to assist them to come to their own conclusions.

**MULTIPLE REPRESENTATION AND CUSTOMER SERVICE:** The Seller understands and agrees that the Listing Brokerage also provides representation and customer service to other sellers and buyers. If the Listing Brokerage represents or provides customer service to more than one seller or buyer for the same trade, the Listing Brokerage shall, in writing, at the earliest practicable opportunity and before any offer is made, inform all sellers and buyers of the nature of the Listing Brokerage's relationship to each seller and buyer.

INITIALS OF LISTING

DS

INITIALS OF SELLER(S) :

DS



**LISTING AGREEMENT - AUTHORITY TO OFFER FOR SALE**

Schedule "B"  
**The Listing Agent(s)**

Ed Belanger, Vice-President, Sales Representative, Avison Young Commercial Real Estate (Ontario) Inc.  
Brokerage

Thomas Brethour, Broker, Sales Representative, Avison Young Commercial Real Estate (Ontario) Inc.  
Brokerage

INITIALS OF LISTING

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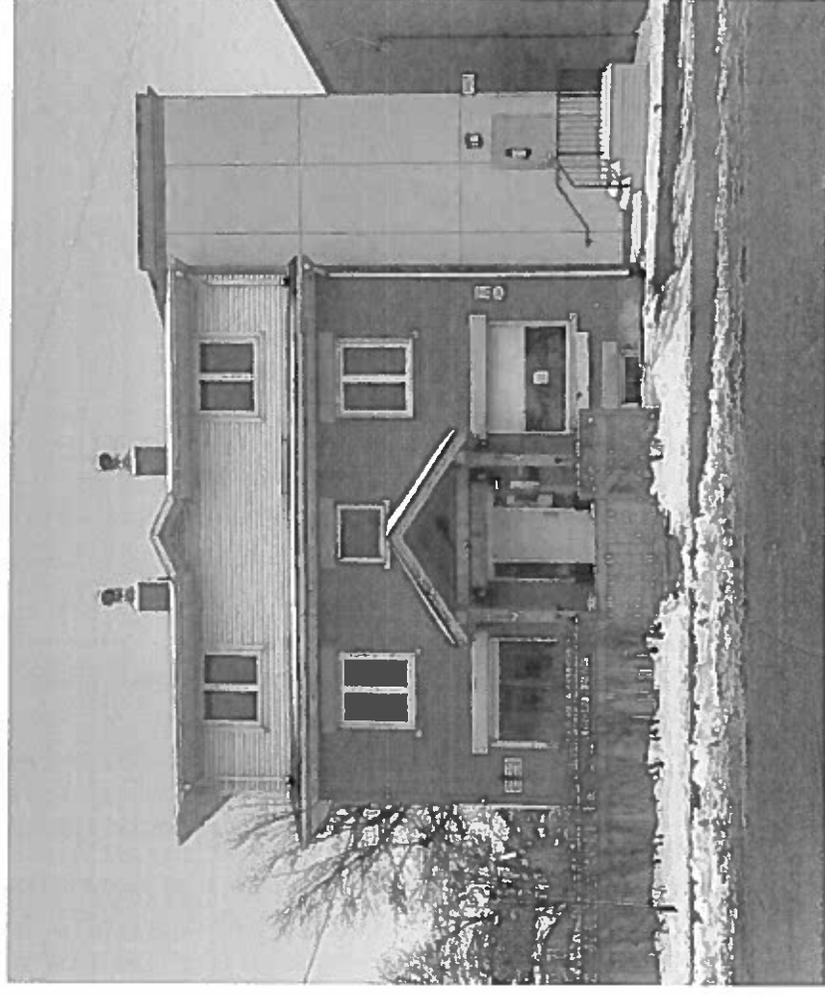
INITIALS OF SELLER(S) :

DS  
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4

**AVISON  
YOUNG**

# 276 Sunnyside Avenue, Ottawa, ON



AVISON YOUNG

Request For Proposal

Real Estate Brokerage Services

**MNP LLP ("Receiver")**  
**Attn: John Haralovich**

Prepared by Ed Belanger & Thomas Brethour

---

November 30, 2020



AVISON YOUNG COMMERCIAL REAL ESTATE (ONTARIO) INC., BROKERAGE // 45 O'CONNOR STREET, SUITE 800  
// OTTAWA ON K1P 1A4

**MNP**  
LLP

November 30, 2020

45 O'Connor Street  
Suite 800  
Ottawa, ON K1P  
1A4  
Canada

T 613 567 2680  
F 613 567 2671  
[avisonyoung.com](http://avisonyoung.com)

MNP LLP  
1600 Carling Avenue, Suite 800  
Ottawa, Ontario  
K1Z 1G3

Attention: John Haralovich – Senior Vice President

Dear John,

Re: *Request for Proposal – 276 Sunnyside Avenue, Ottawa,  
ON*

We wish to thank you for the opportunity to present a proposal to market and sell the property located at 276 Sunnyside Avenue in Ottawa, ON.

While the subject property would be marketed on an “as is, where is” basis, numerous hurdles and complexities make this assignment a challenging one both in achieving market acceptance and meeting pricing expectations. Notwithstanding these issues and realizing the need to maximize the value of the asset, we feel our significant experience and market strength will assist in moving the property in a timely manner.

In our proposal, you will find a concise analysis of the market as it pertains to the subject property along with observations and recommendations. Every aspect has been considered carefully from our team approach method. Our mandates are taken seriously, and we are confident we will provide the service you expect in representing the interest of MNP LLP.

Upon review, please feel free to contact us at your convenience to discuss any questions or concerns you might have, as we believe that direct interaction is always preferable. We welcome the opportunity to meet with you in person at a mutually acceptable time and place to discuss the matter further.

Kind Regards,



Thomas Brethour  
Broker  
Vice-President  
613 696 2760  
[tom.brethour@avisonyoung.com](mailto:tom.brethour@avisonyoung.com)



Ed Belanger  
Sales Representative  
Vice-President  
613 696 2738  
[ed.belanger@avisonyoung.com](mailto:ed.belanger@avisonyoung.com)

# Table of Contents

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Section 1:	Executive Summary
Section 2:	Property Profile
Section 3:	SWOT Analysis
Section 4:	Pricing & Disposition Strategy
Section 5:	Listing Team
Section 6:	Listing Terms & Compensation Plan
Section 7:	Marketing Plan
Section 8:	Company Overview
Section 9:	Closing Remarks

# 01. Executive Summary



## The Assignment

Avison Young Commercial Real Estate (Ontario) Inc. is pleased to submit the enclosed Proposal to provide real estate broker services for the sale of the property located at 276 Sunnyside Avenue, Ottawa Ontario to MNP LLP.

## The Avison Advantage

Avison Young ("AY"), and in particular the AY team proposed herein, has enjoyed a productive and long-term relationship with many of Ottawa's most prominent private sector and significant institutional organizations. Further to this, the AY team is centered on providing the highest level of service, in a completely objective manner, through the implementation of a unique strategy for this assignment that is based on AY's detailed and thorough sales process.

The AY Team selected for this assignment has specific experience and are specialists sensitive to the unique requirements of accountability, transparency, integrity and discretion in reporting to a Board, public entity, trustees and financial institutions. Our involvement in dealing with groups like yours will come as a great benefit to MNP. To ensure positive outcomes for all assignments, the AY team will demonstrate insight into the market, strategic approach and thinking, the ability to source solutions, credibility during the negotiating process and the ability to draw upon the necessary resources to close the different transactions.

## The Value

The Listing proposal requested by MNP confirms that the property is being sold as a “Court Ordered Vesting Order” and thus it is important to market the property at its true value given the existing challenges that it faces. This residential property was converted to a legal and conforming daycare. Several upgrades were completed to the property which could facilitate a reversion to residential.

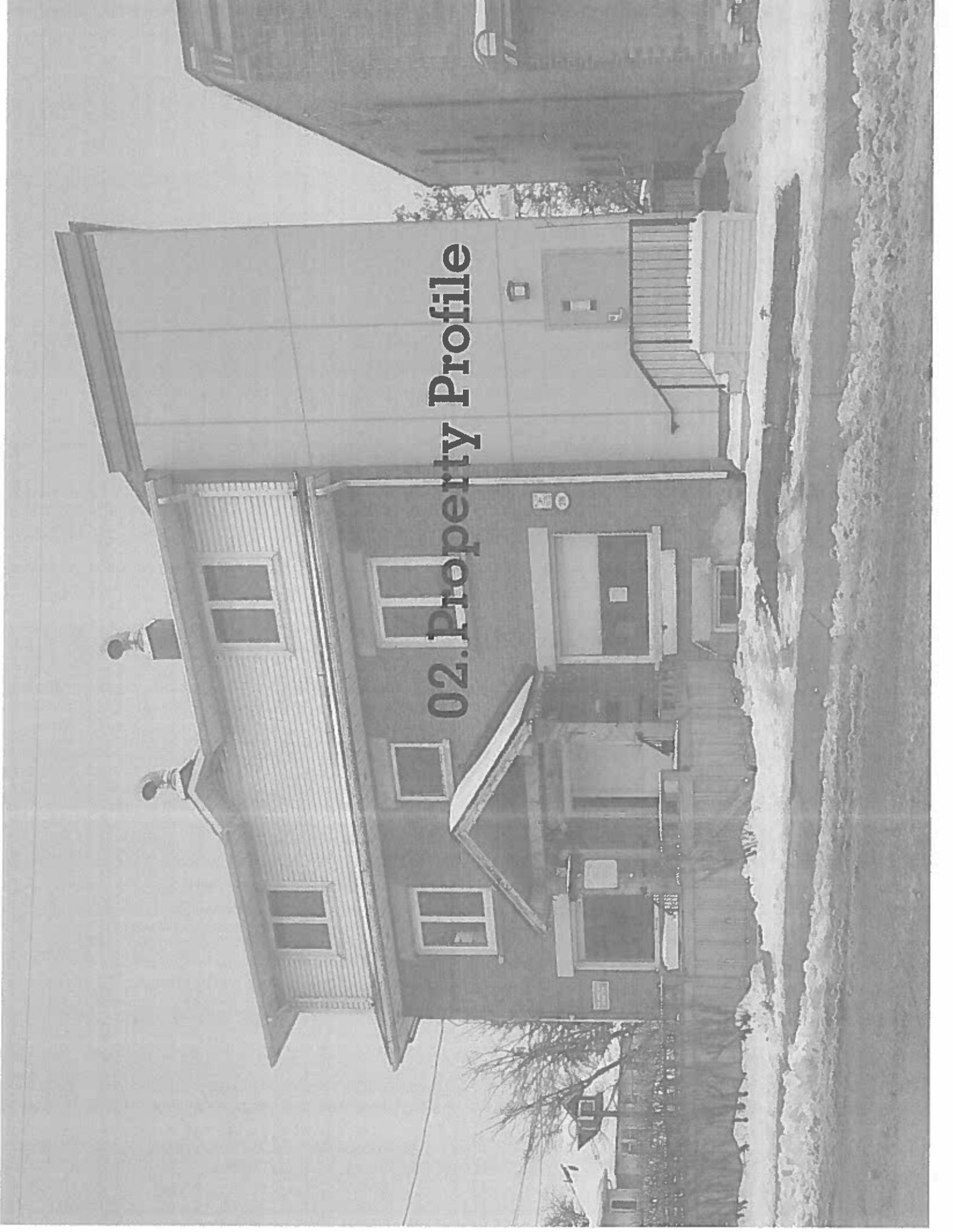
Our analysis indicates that an “as is where is value range” of \$950,000.00 to \$1,000,000.00 for the Special Purpose property.

“Go-to-market” pricing to be established in conjunction and in partnership with MNP LLP. We would recommend a listing price of \$1,049,500.00.

## AY / MNP Relationship

Avison Young is hoping to develop a collaborative business relationship with MNP LLP and we would like to see the relationship develop further by acting for the group on this assignment. Our team will be committed to working diligently and cooperatively with all of MNP’s designated representatives who may be involved in this project such that the project team can ensure a highly successful outcome, in keeping with MNP’s rigorous standards.

# 02. Property Profile



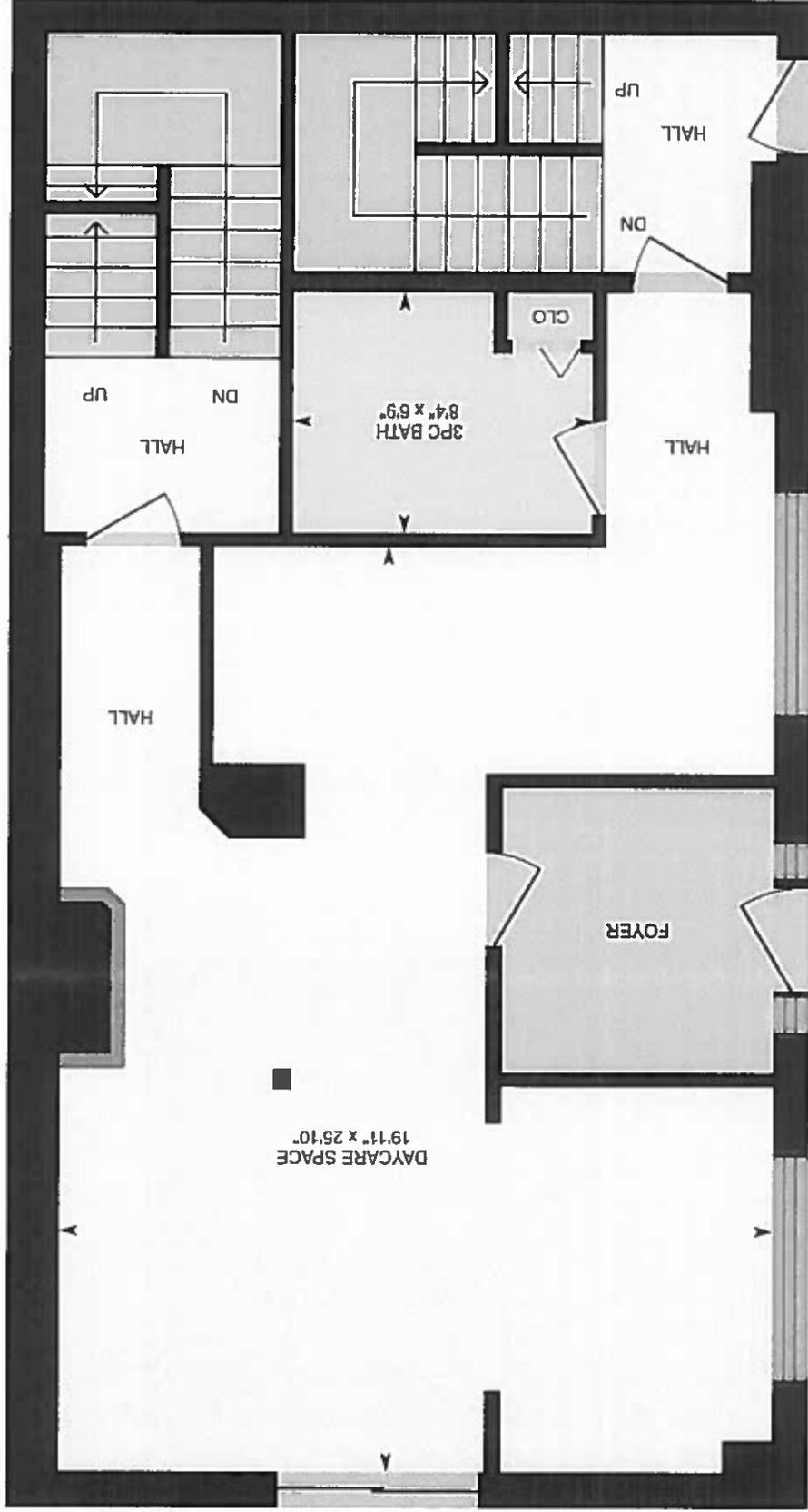
# Property Profile

Address	276 Sunnyside Avenue, Ottawa
Site Area	1,797 sf Slightly Irregular
Building Size	2,823 sf + Finished Basement
Legal Description	PT LT 53, PL118266, AS IN N5111883; OTTAWA-NEPEAN
PIN	04130064
Zoning	R3P [2041] Residential Third Density Exception allows for daycare use

The R3 zoning permits for a wide variety of housing types principally oriented to singles, semi-detached and townhomes – height cannot exceed 3 stories.

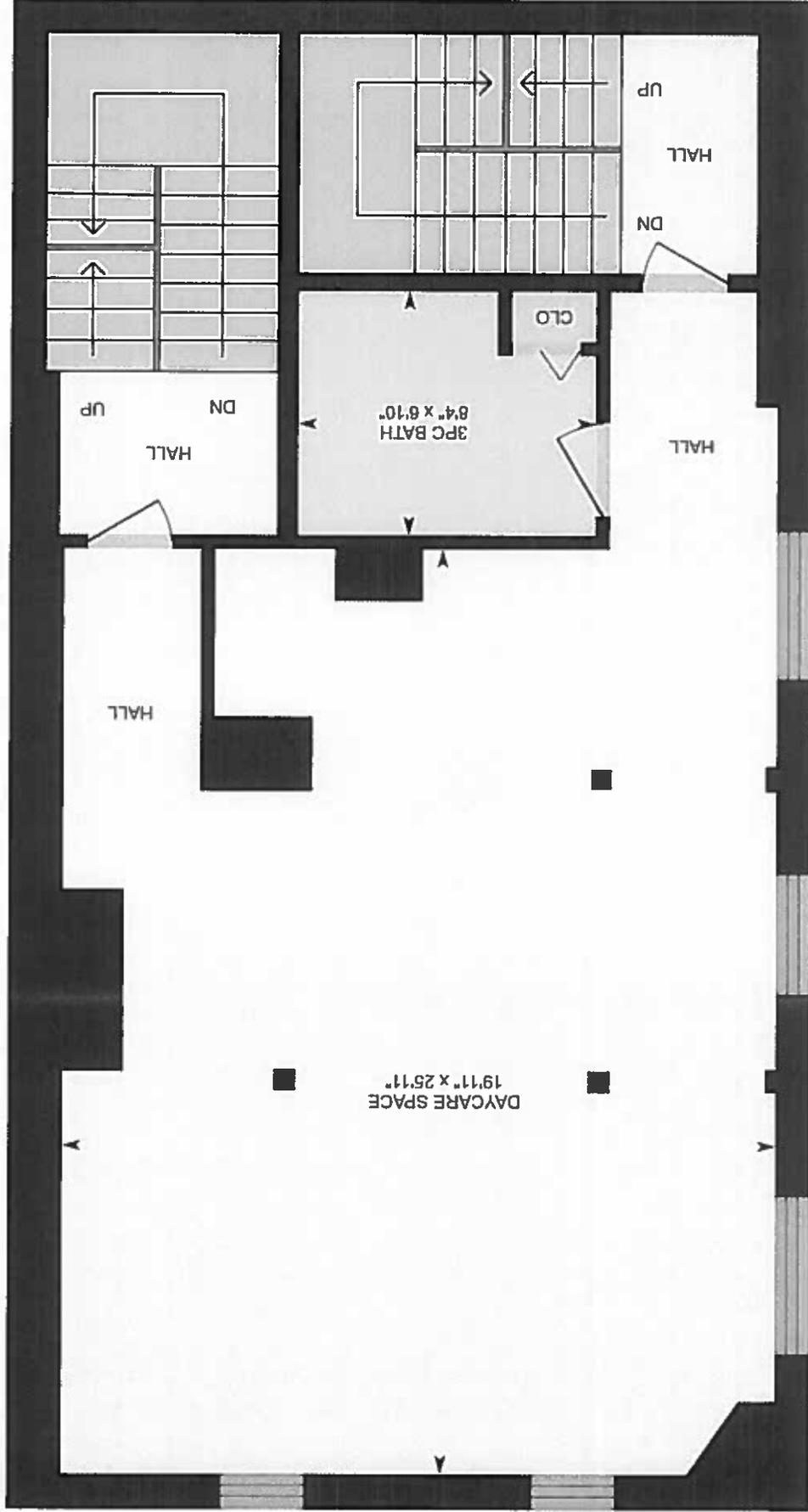
Subzone refers to specific minimums – setbacks / height limits / site area for different housing forms.

## Floorplan: First Floor



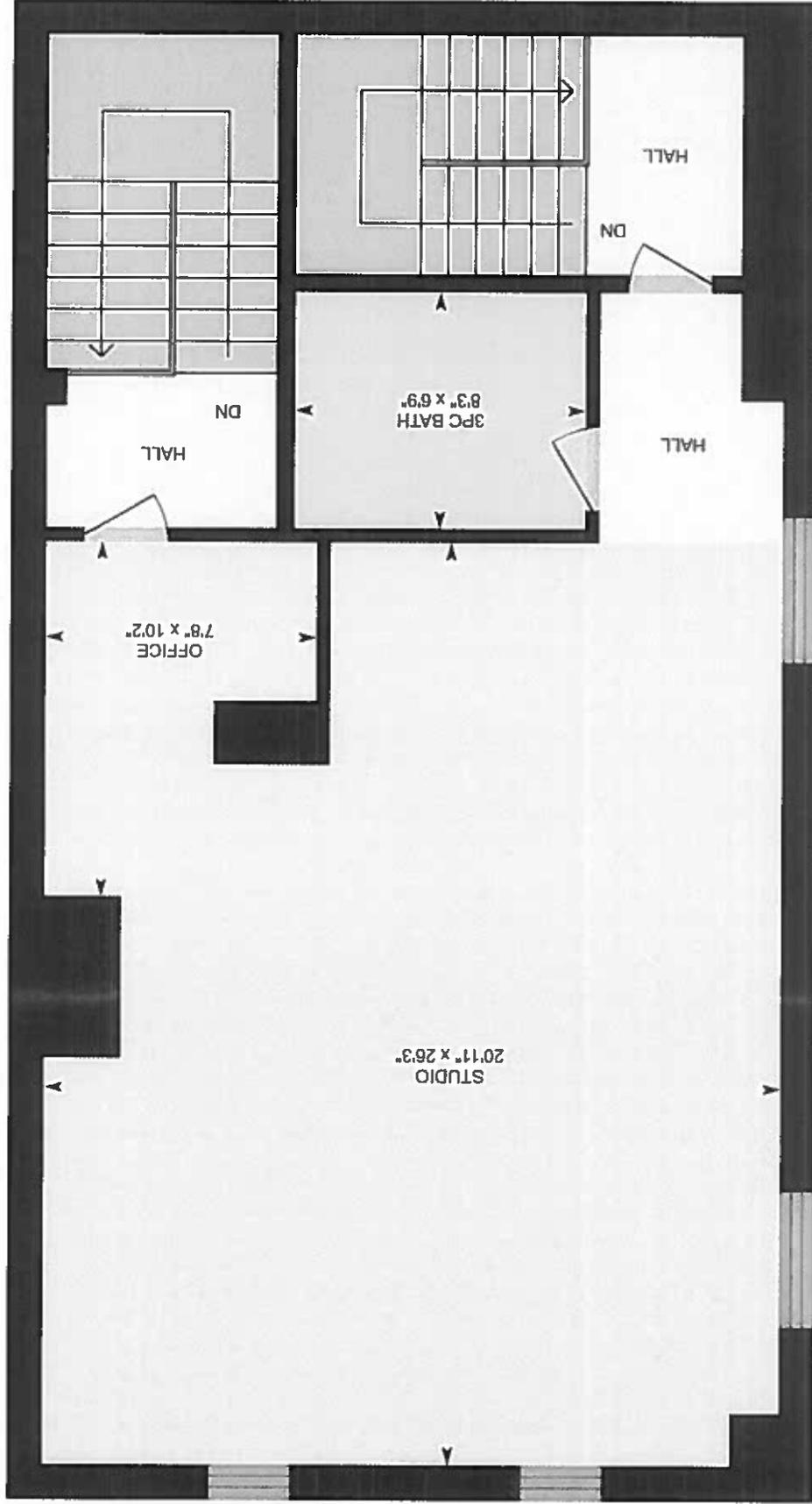
# Property Profile

## Floorplan: Second Floor



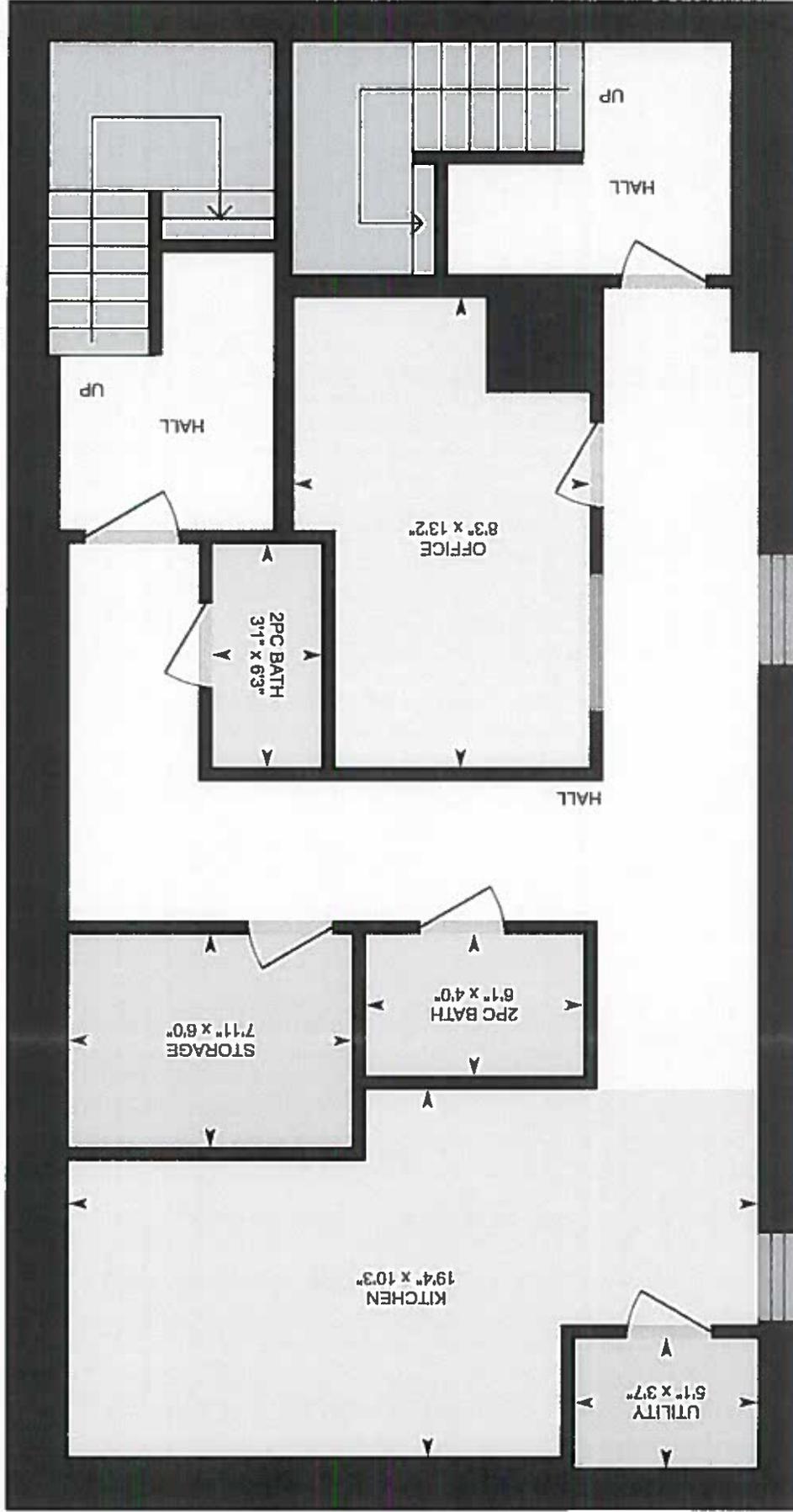
# Property Profile

## Floorplan: Third Floor

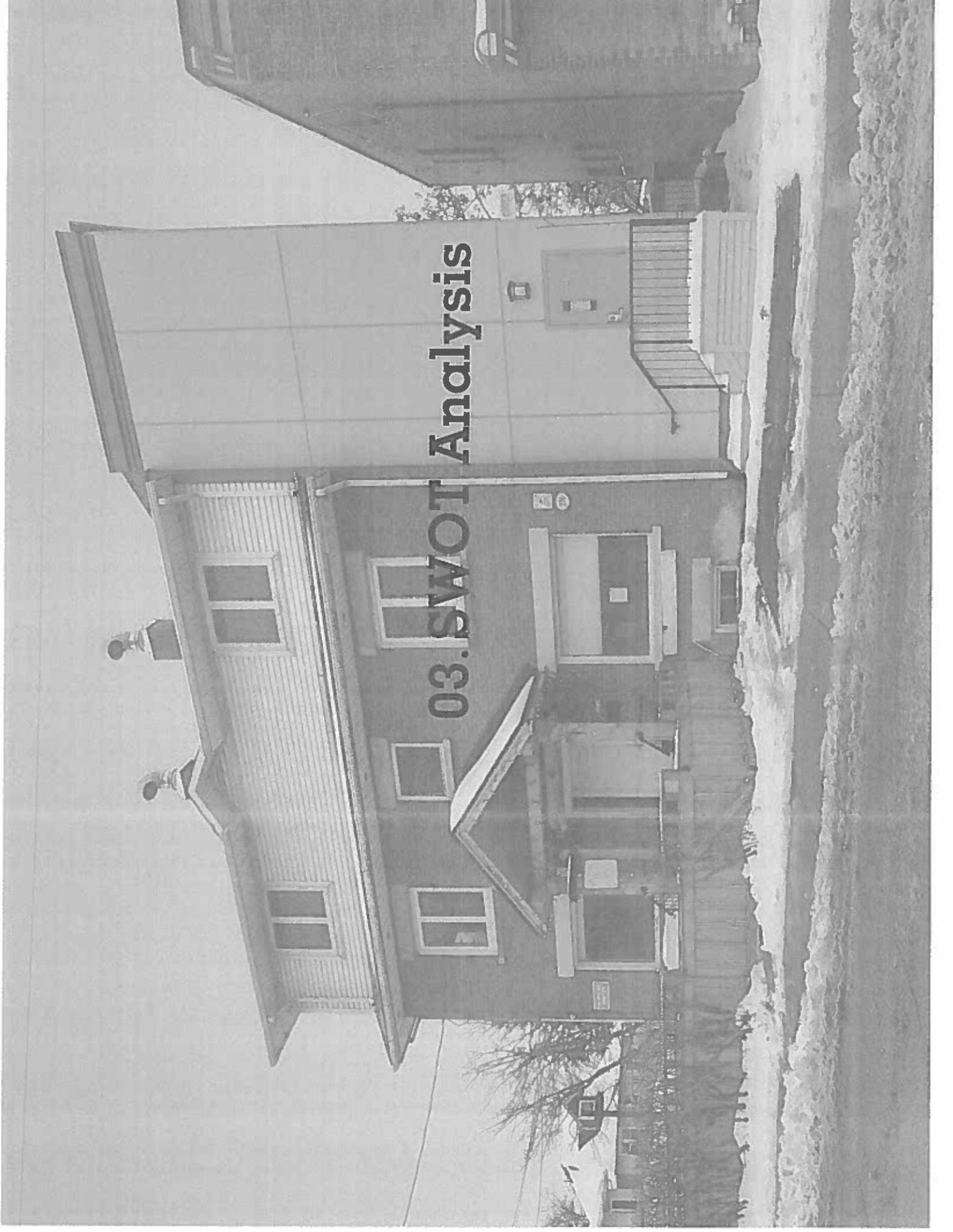


# Property Profile

## Floorplan: Basement



# 03. SWOT Analysis

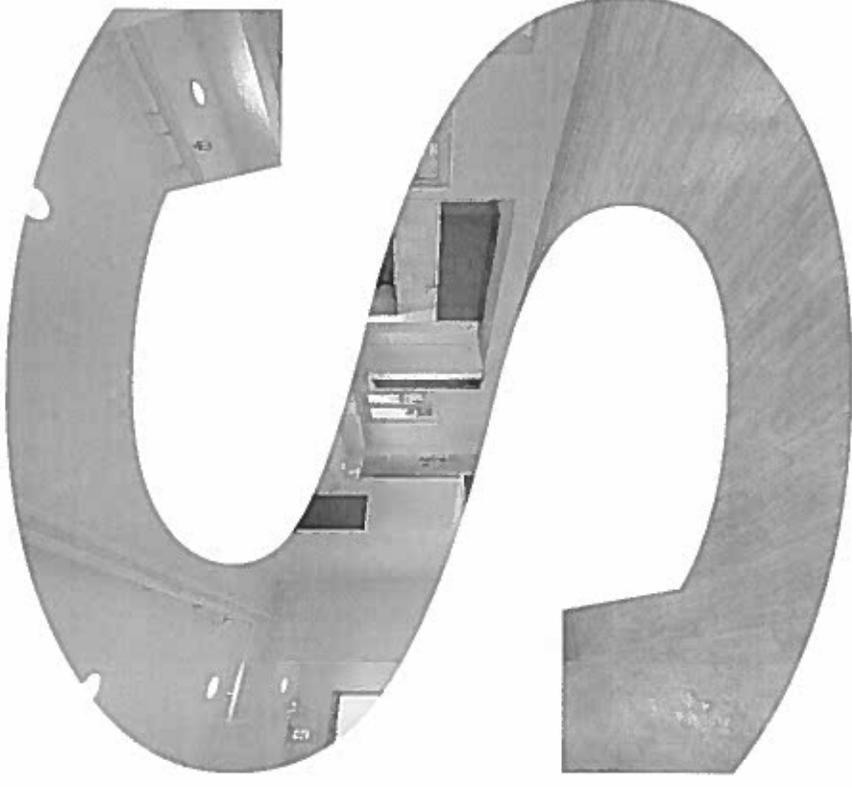


## SWOT Analysis

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# Strengths

- Glebe market is well received by the investment community
  - Lowest vacancy rates in the last 6 years even though new supply has come to market
  - Prime location near downtown core of Ottawa
  - Several renovations to convert to multi-residential already completed.
- 

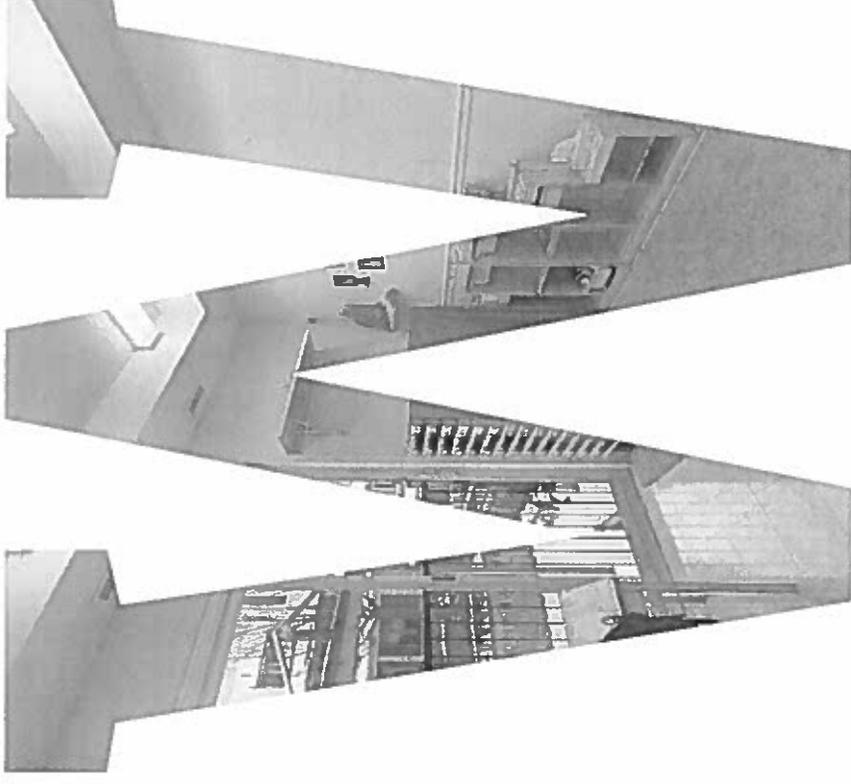


## SWOT Analysis

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# Weaknesses

- Property has already been exposed to the market for over 90 days at an over valued price
  - Current zoning and development limitations
- 

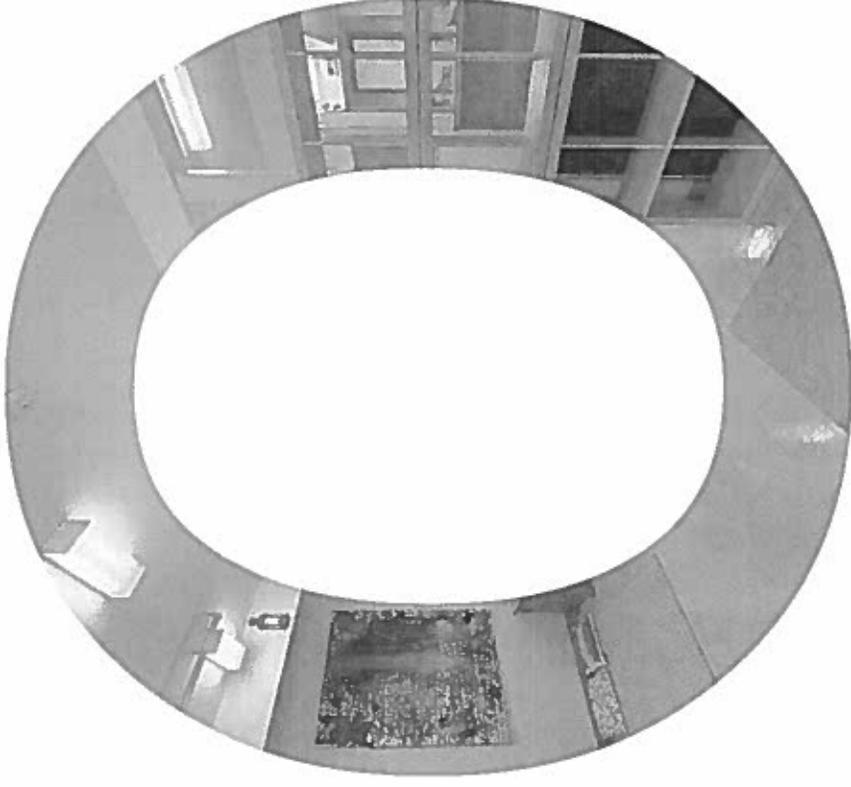


## SWOT Analysis

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# Opportunities

- Easy transition to multi-residential property
  - Strong demographic and economic fundamentals support overall demand in Ottawa
  - Strong immigration to National Capital region fueling demand for rental accommodations
  - Quick sale opportunity
- 

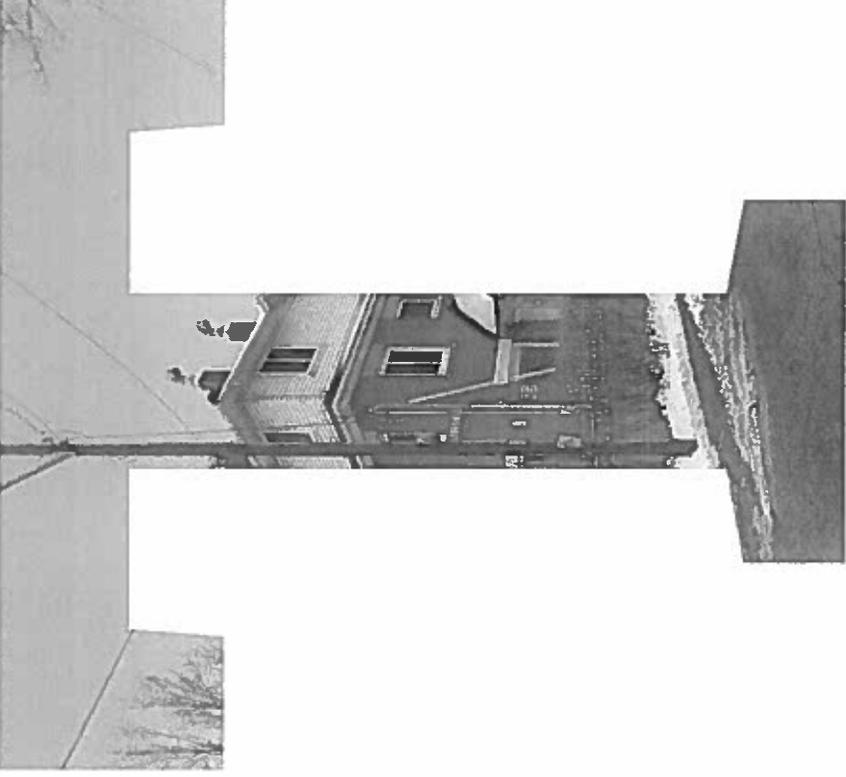


## SWOT Analysis

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# Threats

- Covid-19 unknown
  - Value assumptions possibly challenged
  - Ultimate sale price may not cover a mortgage amount and fees
- 



# 04. Pricing & Disposition Strategy

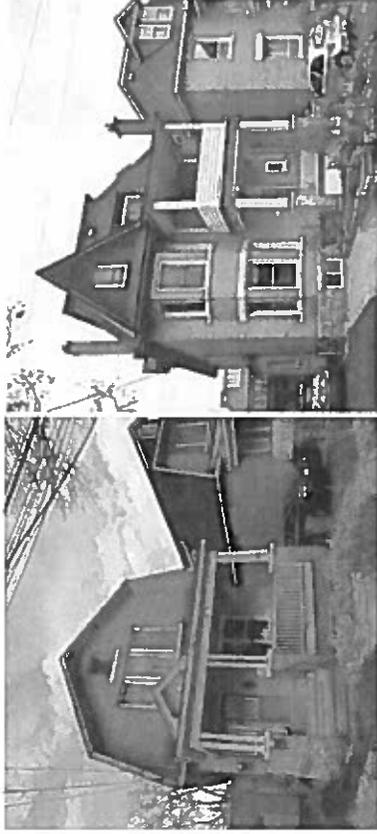


# Sale Comparables



Address	#1 37 Rosebery Ave.	#2 11-19 Frank Street
Type	Triplex	3 six-plex
Closing Date	Jan 2021	October 2020
Lot Size	3,000 sf	14,400 sf
Asking Price	\$995,000.00	\$4,590,000
Sale Price	\$980,000.00	\$5,615,000
Net Operating Income	\$41,727	Vacant
Cap Rate	4.3%	N/A
Price Per Door	\$326,667	\$311,945

# Sale Comparables



Address	#3 125 Hopewell Ave.	#4 187 Holmwood Ave.
Type	Triplex	Triplex
Closing Date	March 2020	December 2019
Lot Size	3,000 sf	3,168 sf
Asking Price	\$910,000	\$999,900
Sale Price	\$889,000	\$1,088,888
Net Operating Income	\$42,356	\$30,006
Cap Rate	4.8%	2.8%
Price Per Door	\$296,333	\$362,963

## Comparable Analysis

We have reviewed four (4) properties that we deemed comparable to our subject site in terms of location and building attributes. These sales are all recent with the oldest one having occurred less than 12 months ago.

To no surprise, the sale price per door varies a great deal ranging from a low \$296k/door to a high of \$363/door. The main driving force in the difference in price is the extent of renovations having been completed and thus securing a lower cap rate (higher price) than the other comparables.

Comparable #2 and #3 provide interesting insight as to what might be achieved for 276 Sunnyside. Comp #2 was sold with vacant possession and required substantial renos in order to achieve market rents. It was estimated that each unit required a minimum of \$75,000 in renovations to achieve some sort of market acceptance.

As for Comp #3, this unit was very dated and needs modernization. Even though, this NOI was the highest of the 3 tenanted buildings, it still sold at a lower per door price.

Both comps #1 and #4 were examples of returns based on completed renos even though rents were not significantly higher.

## Subject Analysis

It is our belief that the subject property would best be served by a conversion to a triplex from its current state as a daycare/dance studio. Each of the three-above grade floors would be converted to a studio apartment. We believe this marketing would be the best solution to maximize future returns for a potential Buyer not to mention a quicker sale for the mortgage holder.

Significant renovations have been completed that would facilitate the change over including two sets of interior stairs, fire suppression system, newer windows and open concept floors. The renovation work would include, installing a kitchen (s), retrofitting the bathrooms, dedicated heating/cooling systems and minor cosmetic changes.

The basement area had been renovated into a commercial kitchen, laundry and office area and would be useful to the tenants going forward.

These distinct renovated units could most likely be rented at \$1,500 each generating Annual Gross Revenue of \$54,000. We don't anticipate changes to the operating costs/taxes.

# Sale Comparables

## Subject Analysis

These distinct renovated units could most likely be rented at \$1,500 each generating Annual Gross Revenue of \$54,000.00. We don't anticipate changes to the operating costs/taxes.

<b>Monthly rent/unit (est.)</b>	<b>\$1,500</b>
<b>Total monthly rent</b>	<b>\$4,500</b>
<b>Yearly rent</b>	<b>\$54,000</b>
<b>Taxes (2019)</b>	<b>\$9,794</b>
<b>Op Costs (2019)</b>	<b>\$8,195</b>
<b>Net Income</b>	<b>\$36,011</b>
<b>Avg. Cap Rate</b>	<b>4.0%</b>
<b>Value</b>	<b>\$900,275</b>
<b>\$/door</b>	<b>\$300,000</b>



# Sale Comparables

## Subject Analysis

Although we continue to face uncertainty regarding the future and Covid-19 realities, we feel that we can “push” the value up by creating a competitive bidding situation and going to market with a deferred offering process. This process allows for potential buyers to take their time to study the potential and bring their best price possible knowing that no offer will be considered until a specific date and time. This strategy has worked well for us in the past.

The deferred offering process is also a benefit to MNP as we will require only one meeting to review offers and not have to respond to offers on a daily basis. The deferred offering process also allows MNP to control the disposition process. MNP dictates the rules of the sale.

<b>Yearly rent (est.)</b>	<b>\$54,000</b>
<b>Taxes (2019)</b>	<b>\$9,794</b>
<b>Op Costs (2019)</b>	<b>\$8,195</b>
<b>Net Income</b>	<b>\$36,011</b>
<b>“Push Cap Rate”</b>	<b>3.75% to 3.60%</b>
<b>Value</b>	<b>\$960,295 to \$1,000,300</b>
<b>\$/door</b>	<b>\$320,000 to \$333,433</b>



# Sale Comparables

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## Conclusion

It is our opinion that the ultimate value sale range of this property would be:

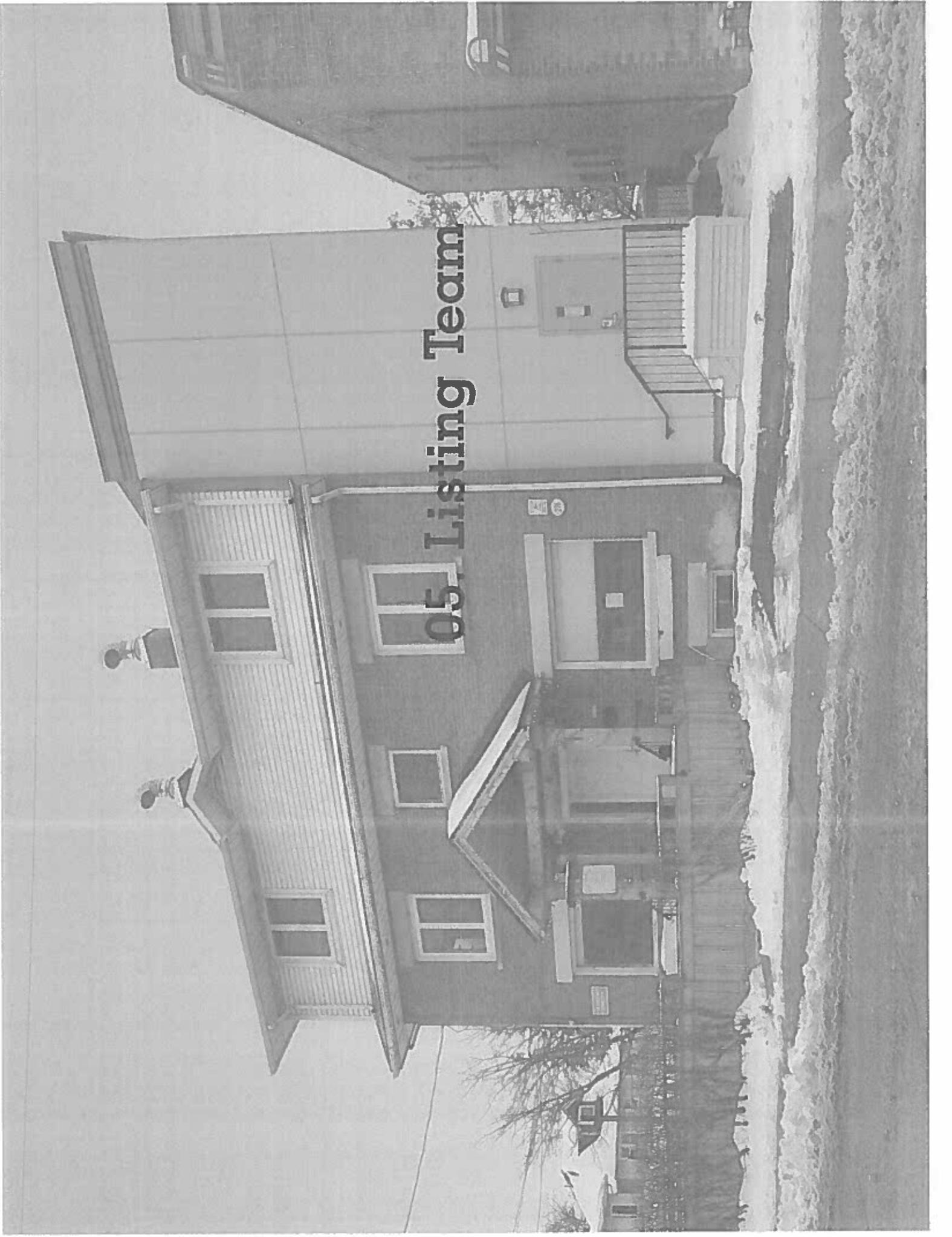
**\$950,000 to \$999,000 (just below \$1M)**

To achieve this sale value range, we propose a “deferred offering process” hitting the market at an asking price of:

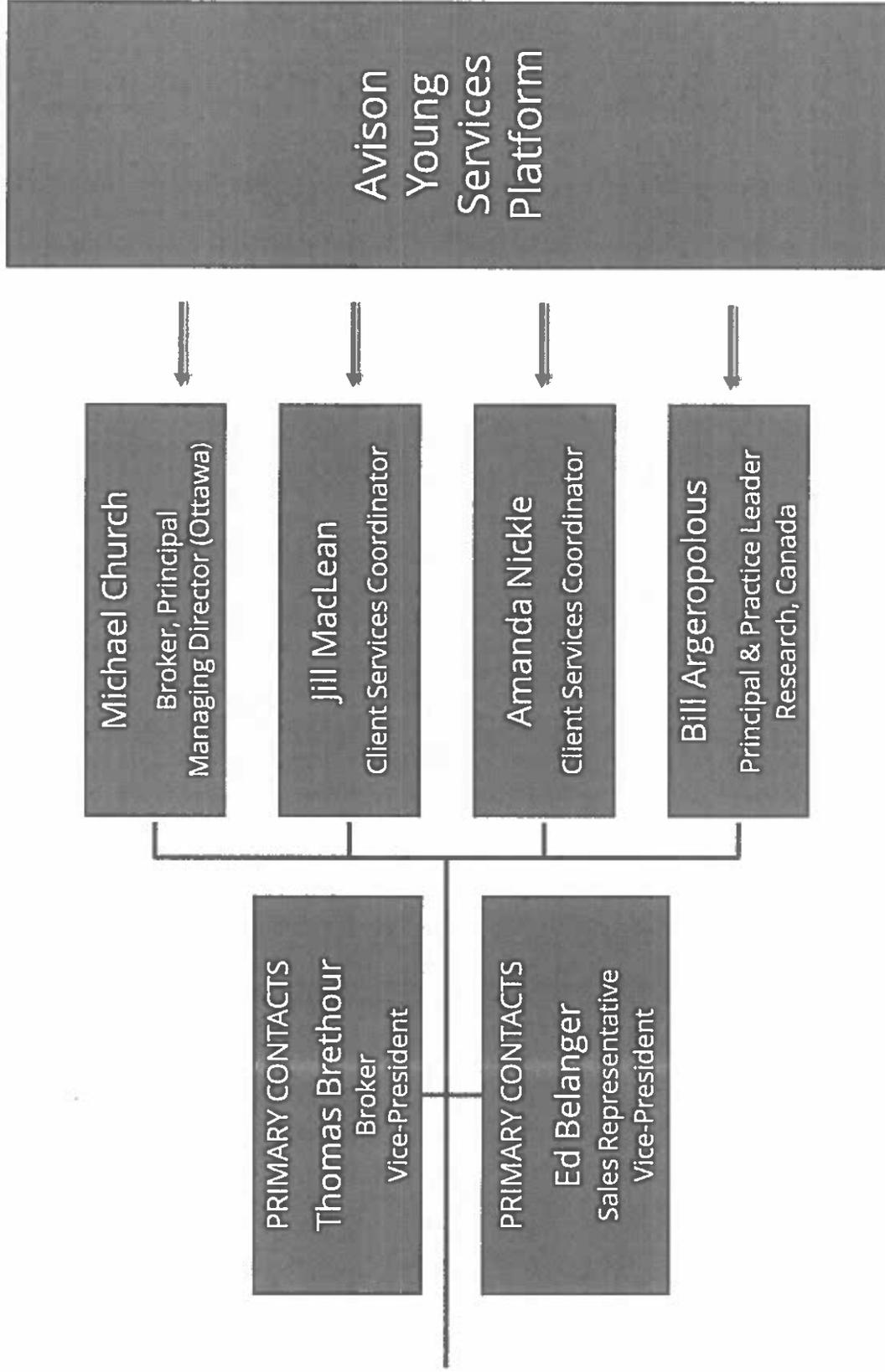
**\$1,049,500.00**



# 05 Listing Team



# Listing Team





**Thomas Brethour**

Broker  
Vice-President  
613 696 2760  
[tom.brethour@avisonyoung.com](mailto:tom.brethour@avisonyoung.com)

#### **EDUCATION & QUALIFICATIONS**

Urban Planning,  
University of Waterloo

#### **CONTACT DETAILS**

C 613 240 6021  
D 613 696 2760  
F 613 567 2671

Avison Young Commercial  
Real Estate (Ontario) Inc.  
45 O'Connor Street  
Suite 800  
Ottawa ON K1P 1A4

[avisonyoung.com](http://avisonyoung.com)



Platinum member

#### **EXPERIENCE**

Mr. Brethour has over 40 years experience in the real estate business with a primary focus in land and building development, finance and marketing. He has worked in such diverse markets as Ottawa, Toronto, Florida and the Northwest Pacific in the United States.

Tom spent 1983-1990 in Toronto with his own brokerage firm specializing in the acquisition and disposal of development land selling over 250 million dollars of land product cumulative.

Entering the Ottawa market in 1990 Tom continued as a partner in his own firm marketing and merchandising New Homes combined with land sales on behalf of major Builders and Developers. He was also a partner in Brethour Research Associates providing feasibility studies, new home market and development analysis.

Joining Avison Young in the fall of 2015, Thomas has continued in his areas of specialty including Investment, Land and Institutional Sales.

Prior to Avison Young, Thomas was a Vice President of the Ottawa branch of DTZ (Barnicke) for 19 years where he represented a wide range of clients including all of Imperial Oil (Esso) dispositions in eastern Ontario for over 16 years. Tom has recently completed some major urban real estate transactions including the disposition of 12 former school properties on behalf of the Ottawa Carleton District School Board generating over \$36 Million in revenue



**Thomas Brethour**

Broker

Vice-President

613 696 2760

*tom.brethour@avisonyoung.com*

## Representation Clients & Projects

**Anglican Diocese of Ottawa, Ongoing Advisory Role**  
**Roman Catholic Episcopal Corporation, Multiple Asset Dispositions & Advisory Role**  
**Ottawa Carleton District School Board, Multiple Asset Dispositions & Advisory Role (12 years)**  
**Canada Lands Corporation, Multiple Asset Dispositions & Advisory Role**  
**Imperial Oil, Over 20 Asset Dispositions & Advisory Role**  
**Petro Canada, Asset Acquisition**  
**Hydro One Networks, Multiple Land Leases & Disposition/Advisory**  
**Honeywell, Asset Disposition**  
**NCC, Asset Acquisition**  
**Waldorf School, Asset Disposition**  
**Presbyterian Church in Canada, Asset Disposition**  
**Ottawa International Airport Authority, Multiple Land Leases & Disposition/Advisory**  
**St. Johns Ambulance, Asset Disposition/Lease & Advisory**  
**Smart REIT / Walmart Canada Corp, Multiple Acquisitions/Assembly**  
**Nortel, Multiple Asset Acquisition & Dispositions, Advisory Role**  
**Salvation Army, Asset Disposition**  
**National Arts Centre, Acquisition, Advisory & Consulting**  
**Manufactures Life, Lease**



**Ed Belanger**  
Sales Representative  
Vice-President  
613 696 2738  
[ed.belanger@avisonyoung.com](mailto:ed.belanger@avisonyoung.com)

#### **EDUCATION & QUALIFICATIONS**

B. Comm (Honours) -  
Marketing  
University of Ottawa

#### **CONTACT DETAILS**

C 613 292 6684  
D 613 696 2738  
F 613 567 2671

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Suite 800  
Ottawa ON K1P 1A4

[avisonyoung.com](http://avisonyoung.com)



Platinum member

#### **EXPERIENCE**

Ed Belanger joined Avison Young in 2015 focusing on the industrial and suburban office market for the Ottawa area.

Ed is an Ottawa native and graduate of the University of Ottawa with an Honors Degree in Marketing. He has extensive business experience having worked 15 years in commercial finance with some of Canada's leading business banks. Prior to working in the financial markets, he owned and managed his own retail business.

In 1995 joined the Business Development Bank of Canada and over the years took on more senior roles up to Branch Manager and Manager Major Accounts, Business Development. In 2004, he joined Desjardins Bank as Manager Business Development for Eastern Ontario and finally joined National Bank in 2007 as Senior Manager, Business Development.

In 2009, Ed began his real estate career with a major national brokerage where he put his numerous years of commercial business experience to work. His loyal customer base provided for an easy transition to the Real Estate world. Ed achieved a high level of success very quickly and was formally recognized within the organization. In 2013, Ed was promoted to Senior Sales Representative and to Associate Vice President, Sales Representative in 2014.

Ed specializes in the marketing of industrial and office properties for sale and lease in Ottawa and the surrounding area, concentrating on the many different Business Parks in the region. Ed has extensive experience and knowledge in negotiating tactics for lease, acquisition and sale transactions, within numerous asset classes.

Because of Ed's extensive contact network within the banking industry and with Trustees in bankruptcy, he has been able to successfully dispose of distressed real estate properties on their behalf. He has worked with Raymond Chabot Grant Thornton, Deloitte, Desjardins Financial and National Bank to name a few.



**Ed Belanger**  
Sales Representative  
Vice-President  
613 696 2738  
[ed.belanger@avisonyoung.com](mailto:ed.belanger@avisonyoung.com)

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## Representation Clients & Projects

**Navona Investments, Sale of Industrial Investment Property**  
**La Cité Collégiale, Lease Consultation**  
**Privasoft Corporation, Sale of Investment Property**  
**Future Security Controls Inc., Sale of Existing and Acquisition of New Head Office Property**  
**Raymond Chabot Grant Thornton LLP, Power of Sale of Industrial Properties**  
**National Capital Commission, Leasing of Office, Retail and Unique Properties**  
**Hopas Investments, Sale of Investment Property**  
**Comnet, Acquisition of Several Investment Properties**  
**Macartney Farms, Sale of Industrial Investment Property**  
**Ontario Medical Supplies, Sale of Commercial Investment Properties**  
**Deloitte and Touche LLP, Power of Sale of Industrial Property**  
**Ottawa School of Dance, Structured Bid Tender Process**  
**Lowe-Martin Group, Sale/Lease Back of Printing Plant**  
**Hydro Ottawa, Acquisition of New Head Office Site and Service Centres**  
**The Royal Canadian Mint, Leasing of New Warehouse Space**  
**Ottawa Humane Society, Sale of Former Head Office Facility**  
**Desjardins, Power of Sale**

# Listing Team

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**Michael Church**  
Broker, Principal, Managing Director  
613 567 6634  
[michael.church@avisonyoung.com](mailto:michael.church@avisonyoung.com)

Michael has been serving the Ottawa business community in commercial real estate since 1987. A former president of the Ottawa Board of Trade, he joined locally based Regional Realty as an Office Leasing broker before moving over to what is now Cushman & Wakefield in 1996. He left that firm in October of 2007 to open the Ottawa office of Avison Young. Michael's has been working in office leasing and managing complex assignments which often involve multiple approval levels and often working with not-for-profit groups and volunteer boards. In addition he has completed office leasing and disposition assignments from many of Canada distinguished legal and accounting firms as well as some of Canada's chartered banks and an ever-growing list of international advanced technology firms.



**Bill Argeropoulos**  
Principal & Practice Leader Research, Canada  
416 673 4029  
[bill.argeropoulos@avisonyoung.com](mailto:bill.argeropoulos@avisonyoung.com)

With 31 years of experience in the commercial real estate industry, Bill is highly respected amongst his peers and is one of Canada's leading market research analysts, often quoted in the media in Canada and the U.S. Bill joined Avison Young in February 2009 as Vice President and Director of Research for Avison Young's Canadian operations. He became a Principal of the firm in 2015 with the title of Practice Leader, Research (Canada). Bill is a long-standing member of the Commercial Real Estate Development Association (NAIOP), Greater Toronto Area Chapter. He is also a member of the Research Advisory Committee of the Real Property Association of Canada (REALpac).

# Listing Team

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**Jill MacLean**  
Client Services Coordinator  
613 696 2761  
[jill.macleon@avisonyoung.com](mailto:jill.macleon@avisonyoung.com)

Jill joined Avison Young in February 2017 as a Receptionist and Client Services Coordinator, where she is responsible for the preparation of marketing materials, lease and sale proposals, market research, and client reports, as well as offering administrative assistance to our sales & leasing team. Jill started her career as an Administrator in 2007 by working for a mid size Ottawa based law firm specializing in real estate law and civil litigation. She has a diploma in Office Administration-General from Algonquin College as well as a Bachelor of Arts (Art History) Honours Degree from Carleton University.



**Amanda Nickle**  
Research Coordinator  
613 696 2751  
[amanda.nickle@avisonyoung.com](mailto:amanda.nickle@avisonyoung.com)

Amanda started in the role of Client Service Coordinator in January 2018, where she is responsible for the preparation of marketing materials, lease and sale proposals, market research and client reports as well as administrative assistance to the industrial team. Amanda joined the Avison Young Ottawa office in August 2016 as a Research Coordinator where she was responsible for providing research analysis, database maintenance and marketing services for a variety of department needs within the Ottawa office. She brings with her a background in office administration from Algonquin College, where she graduated with an Honours Diploma in Office Administration – General in May 2016 and is currently working on her Diploma in Office Administration - Executive.

## Selected Sale Transactions and Listings



<b>Client</b>	<b>Ottawa Community Housing Corp.</b>
<b>Address</b>	11, 15, 19 Frank Street, Ottawa
<b>Sale Date</b>	October 30 <sup>th</sup> , 2020
<b>Site Area</b>	14,400 sf of Land
<b>Value</b>	\$5,615,000.00
<b>Use</b>	18 Unit Multi-Residential
<b>Sale Type</b>	Deferred Offering Process

### Description

All Tenants had been relocated so the buildings were sold vacant. The assets were put to market in a "Deferred Offering Process" no offers would be considered for a 30-day period. 15 offers were generated with the final firm sale price of over a Million dollars above our asking price.

## Selected Sale Transactions and Listings



<b>Client</b>	Harbour Edge Mortgage Corp.
<b>Address</b>	3493-3499 Innes Road, Ottawa
<b>Sale Date</b>	June 28 <sup>th</sup> , 2019
<b>Site Area</b>	1.51 Acres
<b>Value</b>	\$1,075,000.00
<b>Use</b>	Low Density Residential Zoning
<b>Sale Type</b>	Power of Sale

### Description

The property was challenged by a low-density zone on a very high traffic east end collector. The purchaser intended to rezone to a commercial use.

## Selected Sale Transactions and Listings



<b>Client</b>	Harbour Edge Mortgage Corp.
<b>Address</b>	3817-3843 Innes Road, Ottawa
<b>Sale Date</b>	March 20 <sup>th</sup> , 2020
<b>Site Area</b>	1.79 Acres
<b>Value</b>	\$2,025,000.00
<b>Use</b>	Mid Density Residential
<b>Sale Type</b>	Power of Sale

### Description

Good zoning in place added value. The property was challenged by exposure to heavy traffic flow through a predominantly commercial corridor.

## Selected Sale Transactions and Listings



Client	Anglican Diocese
Address	18 Blackburn Avenue, Ottawa
Sale Date	October 25 <sup>th</sup> , 2019
Site Area	6,720 sf
Value	\$1,050,000.00
Use	Redevelopment site in Sandy Hill
Sale Type	Deferred Offering Process

### Description

A former rectory for an adjacent Anglican Church – the building had been used for student housing and was in very poor condition. The asset was positioned as a redevelopment opportunity in an excellent location. Property was sold at 95% of asking in less than 30 days.

## Selected Sale Transactions and Listings



Client	Private Individual
Address	175-189 Dalhousie Street, Ottawa
Sale Date	Currently On-Market
Site Area	16,830 sf
Value	\$5,350,000.00
Use	21 Unit Multi-Residential
Sale Type	Income with Development Potential

### Description

Just recently brought to market, a unique opportunity in the east ByWard Market of Ottawa.

This section of the community is in rapid transition. The asset is positioned as a redevelopment site with excellent holding income.

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# 06. Listing Terms & Compensation Plan



## 1. Listing Type and Terms



To be determined. AY agrees to disclose any potential conflicts of interest the Broker may have with respect to its representation of purchasers that could serve to meet MNPs' objectives, or the Broker having a monetary interest in such sales.



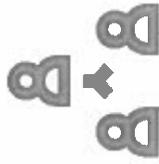
## 2. Pricing

To be finalized with Client



## 3. Listing Team Fee

A success fee of 4% of the selling price.



## 4. Co-operating Broker

If a co-operating broker/agent is involved with the sale, the fee will be a total of 5%. The co-operating brokerage agent will be paid by Avison Young from fees received.



## 5. Marketing Costs

To be covered by Avison Young

- Monthly mailings
- Direct mail costs
- Marketing materials
- Website
- Advertising

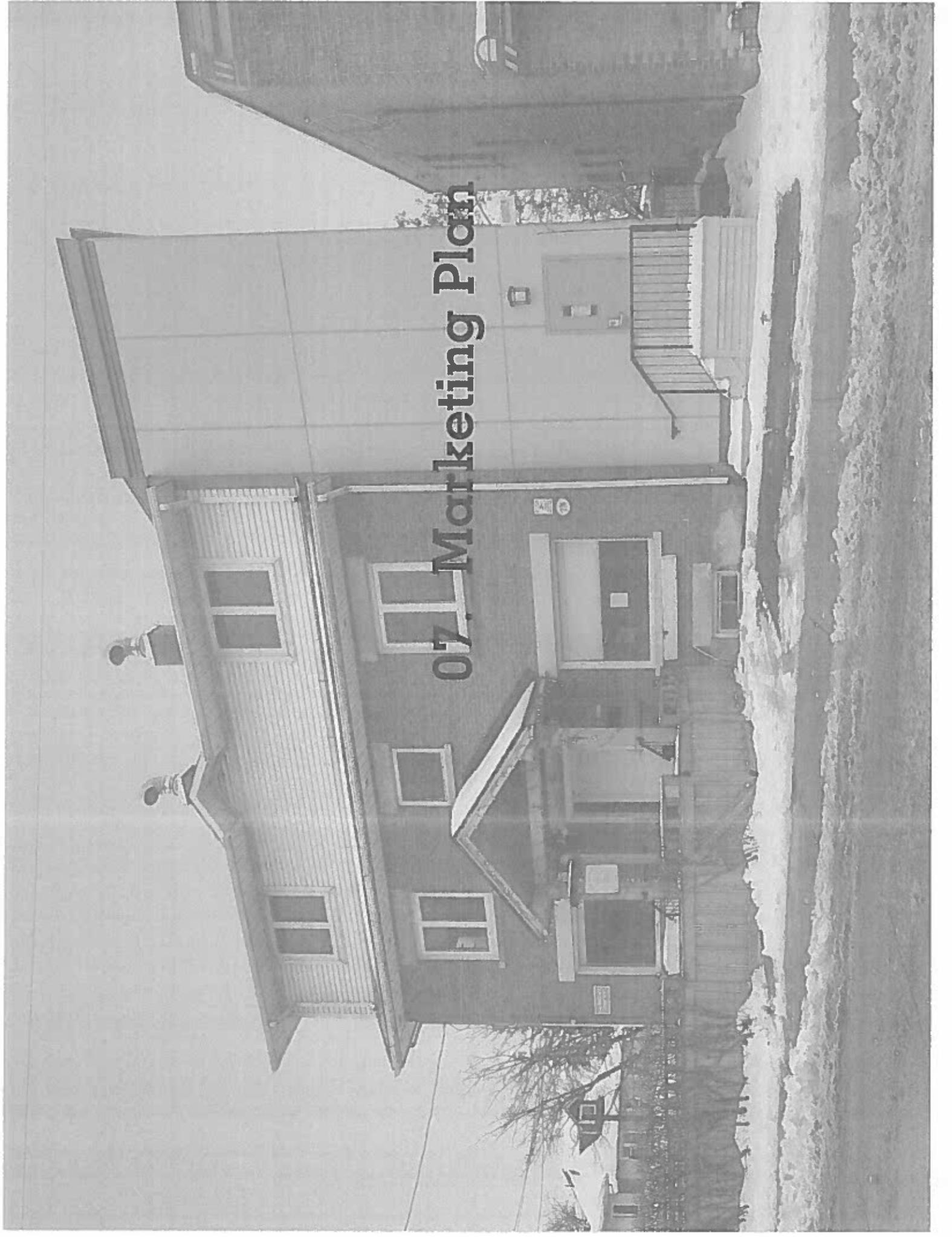


## 6. Travel Costs

To be covered by Avison Young

All costs relating to travel expenses, if required, to meet with prospective purchasers will be at the cost of Avison Young.

# 07. Marketing Plan



## A. Our Main Message

- Great location
- Within minutes to Ottawa's downtown core
- Vibrant sought-after community
- Sound Investment opportunity
- Future redevelopment possibility

## B. Primary Objectives

- Achieve the maximum possible sale price, ensuring pricing is realistic increasing the likelihood of a successful completion
- Ensure the property obtains the widest market exposure
- Provide all co-operating agents with a complete and comprehensive marketing information package; as well as include in marketing throughout Avison Young's existing National and International network communication
- All interested parties to be treated in an unbiased, fair and equitable manner
- Close the property on the most favourable terms to the Owner (highest price shortest time possible)



**AVISON  
YOUNG**

**276 Sunnyside Avenue  
OTTAWA, ON**

**Available  
For Sale**

**Ed Beilanger\***  
**Tom Brethour\*\***

**613 567 2680**

**avisonyoung.ca**

**For more information please contact:**

**Ed Beilanger**  
Sales Representative, Vice-President  
613 896 2738  
ed.beilanger@avisonyoung.com

**Tom Brethour**  
President  
613 896 2760  
tom.brethour@avisonyoung.com

## C. Due Diligence

At Avison Young, we believe that in order to properly market the property we must have a complete understanding and knowledge of the intricate details of the property. The purpose of this intimate understanding of the property is threefold:

- To prepare accurate marketing material for presentation to prospective Buyers;
- To ensure that we have an in-depth working knowledge of the property;
- To facilitate the sale of the property without any surprises and ensure an orderly completion of the transaction.

## D. Marketing Information Material

Following completion of our due diligence, a comprehensive branded and “white” label marketing brochure containing the pertinent information about the property will be prepared and printed. This material will highlight the following:

- Location map showing the property's proximity to major roadways
- Aerial photographs
- Site Plan
- Zoning
- Asking Price
- Full details on features and benefits

A one-page summary of particulars will also be prepared.

## **E. Advertising and Promotion**

### **I. Direct Mailing**

Our marketing brochure will be e-mailed to potential owners, developers and investors. We maintain a database for buyers in the Greater Ottawa Area. We will target the owners, potential buyers and developers who best meet the profile for this opportunity and mail them directly.

### **II. Targeted Calling**

With the use of our contacts databases, as well as our of active buyer's and investment community activity, we will target prospective owner/user to introduce them to the opportunity at 276 Sunnyside Avenue.

### **III. Broker Co-Operation**

The property will be listed on Realtor.ca (MLS system) and complete and comprehensive marketing information packages will be provided to those agents representing qualified purchasers.

### **IV. National Exposure**

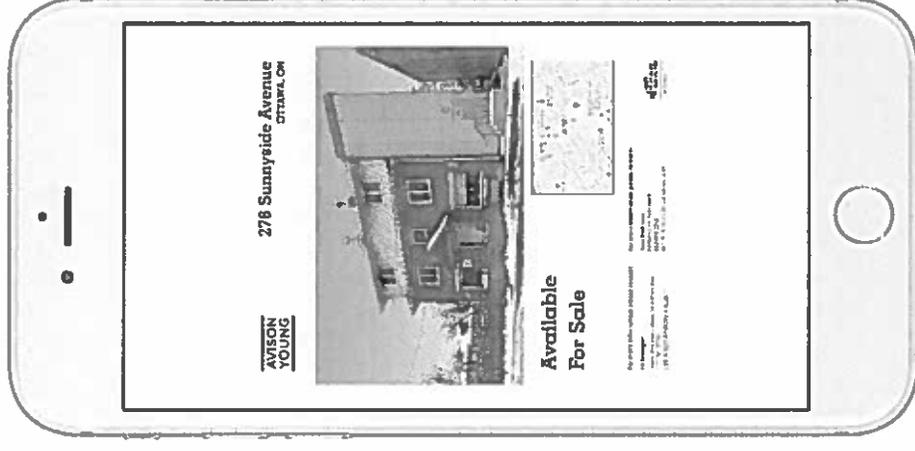
In order to maximize the sales property exposure to potential purchasers outside Ottawa, a full marketing information package, will be provided to the appropriate investment staff in Avison Young's Canadian offices.

## V. Web Page

Avison Young maintains a sale webpage for its listings through LoopNet so that prospective buyers can obtain marketing information regarding the sale of your property. A detailed e-mail brochure will be prepared and sent to qualified prospects. MLS service is also available.

## VI. Memberships and Affiliations

The Avison Young Listing Team is actively involved with The Ottawa Chamber of Commerce, Invest Ottawa, The Ottawa Hospital Foundation, The United Way, Kiwanis Ottawa, The Business Alliance Network, and the Rotary Club of Ottawa. Through these professional and charitable memberships and affiliations, we are able to further increase exposure for the sale of 276 Sunnyside Avenue.



## **F. Reporting to MNP**

We recommend regular communication to review all aspects of the marketing program to date. This process allows you to effectively monitor our activities and respond immediately to any changing market conditions that may arise.

In addition, we will provide you with regular feedback and written reports on the number of inquiries and the progress being made with them. This report will list all inquiries and highlight constructive feedback from potential buyers and the brokerage community as to such things as pricing and timing, as well as all relevant general feedback.

## **G. Timing of the Marketing Process**

Our anticipated timing of the marketing would be projected from the signing of the listing agreement as follows:

### *Within 2 weeks of Signed Mandate*

- Preparation of sales package
- Preliminary notification of availability of the property to specific prospective buyers
- Creation of an interactive electronic brochure that is featured on our website

### *Signed Mandate – To Completion of Sale*

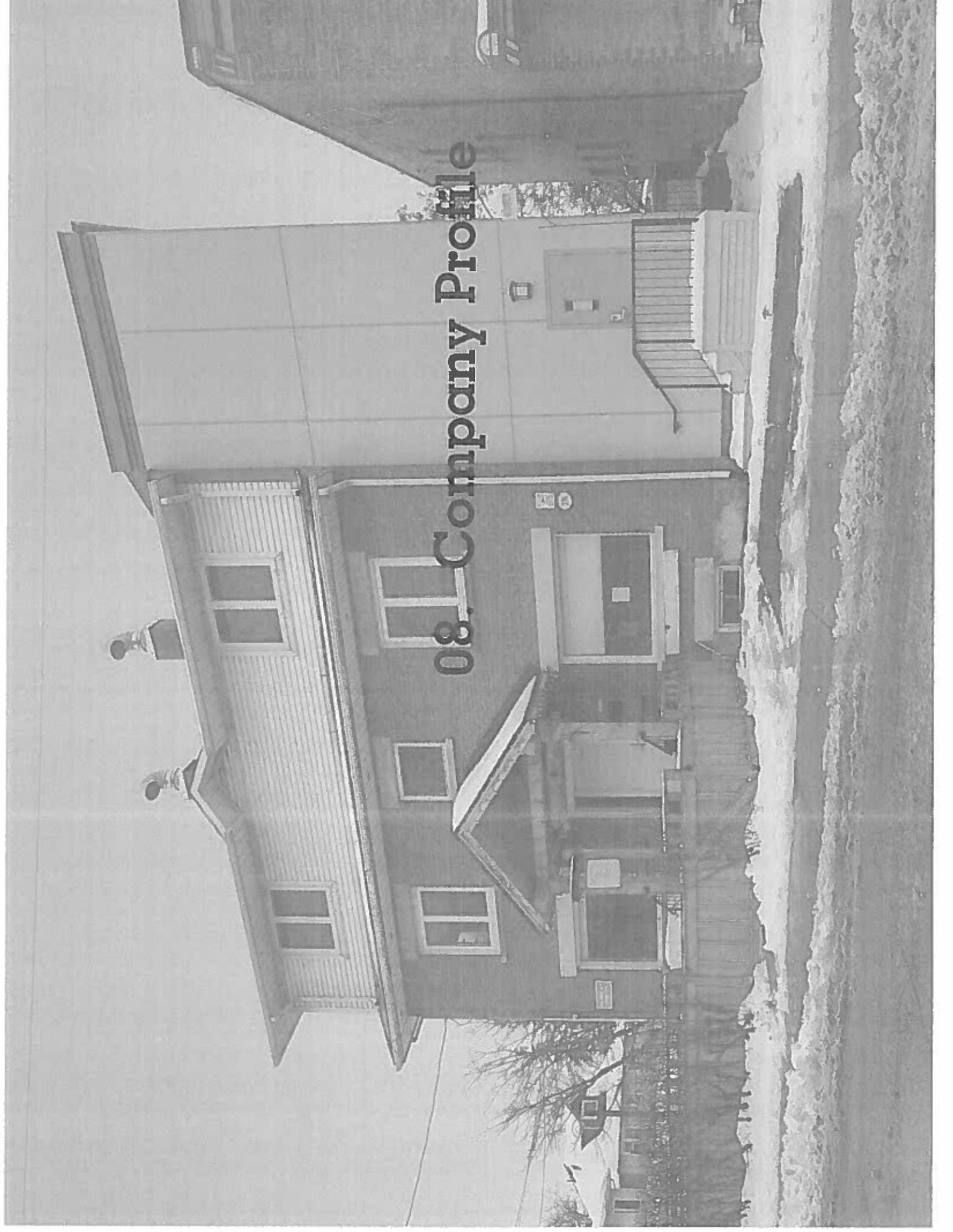
- Commence active marketing
- Notification of real estate community as to the property's availability
- Face-to-face meetings with prospective buyers to review property merits
- On site showings and interactive meetings as may be required

**A more detailed sample marketing strategy timetable is as follows:**  
*(dates added for illustration purposes only)*

## **Marketing - Sample Timeline**

Mandate Awarded	November
Listing Agreement Executed	November
Complete AY Due Diligence	November
Prepare Marketing Material	November
Mailing of Property Information to AY Target Market	Nov/Dec
Phone Calling Program	January
Mailing of Property Information to Brokerage Community	January
Generation of Offers	Jan/Feb
Buyer Due Diligence	60 days
Closing Date of Transaction	March 2020 – April 2020

# 08. Company Profile



Avison Young creates real economic, social and environmental value as a global real estate advisor, powered by people. As a private company, our clients collaborate with an empowered partner who is invested in their success.

Our integrated talent realizes the full potential of real estate by using global intelligence platforms that provide clients with insights and advantage. Together, we can create healthy, productive workplaces for employees, cities that are centers for prosperity for their citizens, and built spaces and places that create a net benefit to the economy, the environment and the community.

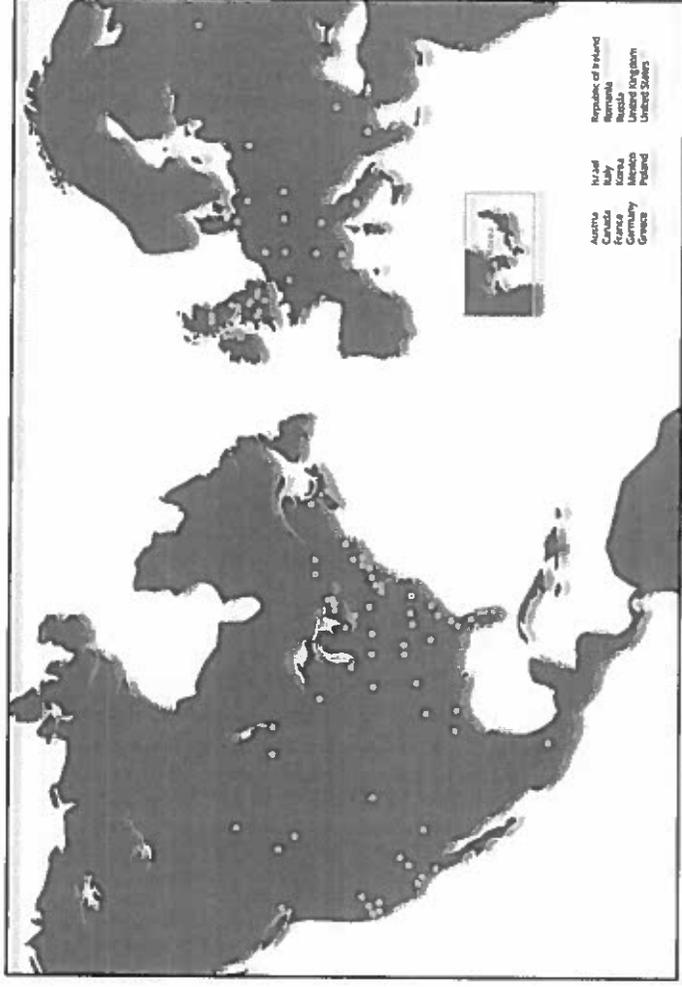
**Founded:** 1978

**Total Real Estate Professionals:** 5,000

**Offices:** 100 +

**Brokerage Professionals:** 1,100 +

**Property Under Management:** 400 million sf



**TRANSACTION MANAGEMENT**

Portfolio Management  
National Site Selection  
Acquisitions and Dispositions  
Lease Restructuring  
Brokerage Process Management  
Tenant Representation  
Landlord Representation  
Market Research/Intelligence  
Financial Analyses/Modeling

**LEASE ADMINISTRATION SERVICES**

Lease Abstracts & Audits  
Operating Expense Audits  
Data Management  
Reporting

**PROJECT MANAGEMENT**

Budget and RFP Development  
Site Evaluation & Construction Expertise  
Contract Negotiation  
Project Scheduling & Reporting  
Cost Analysis & Value Engineering  
Construction Management  
Project Troubleshooting  
Move Coordination

**CONSULTING SERVICES**

Optimization Studies  
Strategic Portfolio Planning  
Real Estate Process Development  
Municipal Incentive Negotiations  
Lease Restructuring

**CAPITAL MARKETS EXPERTISE**

Property Sales  
Corporate Finance  
Note Sales  
Capital Markets  
Investment Banking  
Sales and Debt  
Investment Advisory  
Asset Monetization

- Sale-Leasebacks  
- Corporate Asset Sales  
Build to Suit/Acquisition Structuring & Financing

Asset/Portfolio Strategy & Advisory Services  
Recapitalization

**APPRAISAL & TAX**

Asset & Portfolio Valuations  
Research & Market Analysis  
Investment Analysis  
Acquisition & Disposition Strategies  
Litigation Support & Expert Testimony

**FACILITIES MANAGEMENT**

Building Operations  
Operating Cost Management  
Workspace Deployment Strategies  
Strategic Partners & Preferred Suppliers Network  
Reporting Systems & Technology Sustainability Initiatives  
Space Planning/Allocation of Space & Furniture  
Maintenance & Inventory Control  
Maintenance/Security/Administrative Contracts  
Internal Cost Allocation of Real Estate Costs

**PROPERTY MANAGEMENT**

Office/Industrial/Retail Property Management  
Financial Reporting & Analysis  
Cost Control & Cash Management  
Facilities Management  
Project/Construction Management  
Tenant & Community Relations  
Lease Administration & Renewal  
Sustainability Strategies & Implementation  
Preventative Maintenance  
Service Provider Selection/Supervision  
Capital & Operating Budget Preparation & Implementation

## Company Name & Address

Avison Young Commercial Real Estate (Ontario) Inc.  
45 O'Connor Street  
Suite 800  
Ottawa ON  
K1P 1A4

### Contact

Main # 613 567 2680  
Fax # 613 567 2671

## Professional Licenses

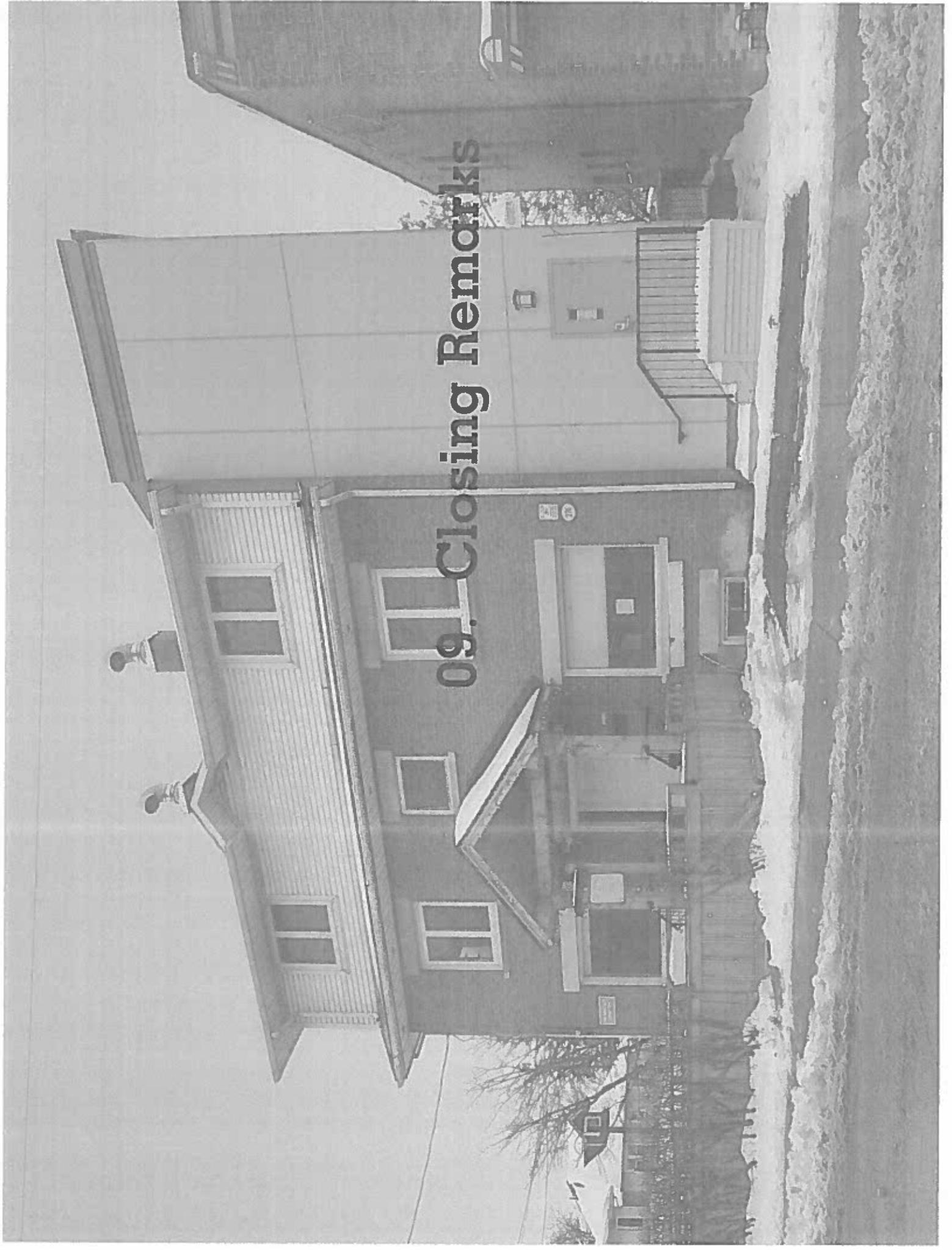
Avison Young Commercial Real Estate (Ontario) Inc. hereby certifies that Thomas Brethour, Broker, Vice-President and Ed Belanger, Sales Representative, Vice-President (AY Team) are licensed Realtors registered under the Real Estate and Business Brokers Act, 2002. Including all applicable license, insurance, permits & bonding.



## Memberships & Associations

NAIOP, SIOR, RECO, BOMA, ICSC, OREA, CREA, TREB

09. Closing Remarks



Further to what has been previously described in the proposal, we would like to offer MNP the following points to support Avison Young's candidacy for this important project:

- The Listing Team is comprised of senior members of the company and comprises more than 50+ years of combined real estate experience
- Known for creative solutions and integrated "team approach"
- We have relevant and recent success in marketing similar assets
- We know the active buyers of this product type extremely well
- Exceptional experience in marketing and in protecting our client's interests with a fully documented and supported marketing plan
- Excellent knowledge of the asset and local market
- We can create more value because of our:
  - ✓ Integrated team approach
  - ✓ Thorough understanding of the asset
  - ✓ Ability to demonstrate tremendous potential to buyers
  - ✓ Respected team of professionals
  - ✓ Excellent reputation and cooperation among brokerage community
  - ✓ History of top pricing and successful closings on our clients' behalf

# Thank You

AVISON  
YOUNG

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The information contained herein was obtained from sources deemed reliable and is believed to be true; it has not been verified and as such, cannot be warranted nor form any part of any future contract.



Platinum Member

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March 1<sup>st</sup>, 2021

## **ACTIVITY SUMMATION**

### **276 Sunnyside Avenue, Ottawa, Ontario**

Prepared for:

John Harolovich, Senior Vice-President

MNP LTD

1600 Carling Avenue, Suite 800

Ottawa, ON K1Z 1G3

Prepared by:

Ed Belanger, Sales Representative,  
Vice-President

Thomas Brethour, Broker,  
Vice-President

**Avison Young Commercial Real Estate Services, LP, Brokerage**

45 O'Connor Street, Suite 800, Ottawa, ON K1P 1A4

T +1 613 567 2680 F +1 613 567 2671 [avisonyoung.ca](http://avisonyoung.ca)

## ACTIVITY SUMMATION

### Formal Marketing began December 30, 2020:

- November 30, 2020: Listing proposal prepared and sent to John Haralovich of MNP LTD., Court Appointed Receiver of 6773982 Canada Inc. and 6317081 Canada Inc.
- December 2: Listing Agreement executed
- December 30: Marketing flyer approved
- December 30: Email Listing Announcement –AY Mail list of Investors, Interested Parties (over 400 recipients)
- Properties posted on AY Website, Loopnet and Costar
- December 30: Signage prepared and installed
- December 30: Marketing package sent to Brokerage community
- Jan 12, 2021; Email Launch to personal investor list 250 units
- Jan 15, 2021; Property released on MLS
- Deferred offering process through to February 16. No offers were to be considered until that date
- Two offers received

### Enquiries to Date:

- To date we had received 58 direct enquiries 33 of which were from outside realtors
- We have had 15 site visits in total
- Generally, response has been a little less than expected. The Covid lockdown certainly has muted some activity. Many investors are holding onto cash or looking for a "Covid" discount.
- Comments have been far ranging from the asking price being too high, to the exterior design of the building being a little "strange", nearly all parties intended to convert the property into 3 rental units.
- Those that have visited have been impressed with the quality of the renovations for the prior use.
- Lack of parking was a concern.

- Cost of conversion to rental units higher than expected estimated at up to \$200k
- Of those that have contacted we feel confident that we will be receiving multiple offers

Company/Person	Contact	Comments/ further action
Sign up		30-Dec-20
Interior Photographed		30-Dec-20
New Listing Announcement		30- Dec-20 (400 units)
Loopnet/Costar and AY Website		05-Jan-2021
Listed property on Realtor.ca		Jan 10, 2021
Flyer email to Personal mail list		Jan 12 - 250 units
<b>SHOWINGS</b>		
Mario Staltari	Broker Investor	Showing Jan 13 Liked it - will send AP&S not going to bid - sees much lower value
Joey Thereberge	Investor	Showing February 1st Thought reno would cost \$220k Will submit
Johnathon Kardish	Investor	Showing Feb 1st
Mike Simon	CLV Broker	showing with client Jan 18 - limited interest
Joe Onied	Broker	showing with client - Feb 1 very interested
Al Abraham	Broker	showing with Client - Feb 1 very interested
Rose Zeidan	Broker	Showing Feb 3 <sup>rd</sup> with prospective buyer
Ahmed Katib	Investor	Showing Feb 10 <sup>th</sup> . Conversion was too expensive
Paul O'Reilly	Broker	Showing Feb 10 <sup>th</sup> with prospective buyer
Michel Ferlatte	Broker	Showing Feb 12 <sup>th</sup> with prospective buyers
Youg Huan	Broker	Showing Feb 16 <sup>th</sup> with prospective purchaser
<b>Calls to 18-Jan-21</b>		
Danial Nixon	Investor	
Derek Hooper	Broker	Remax
Brian Murray	Investor	

Hussain Rahal	Investor	
Steve Norton	Investor	Chenier
David Spilinnar	Investor	Will pass
Maxime Grodin	Broker	
Patrick Coriveau	Investor	RBC
David Glick-Stal	Broker	CBRE
Cuckoo Kochar	Investor	
Rod Millar	Broker	Coldwell
Jack Uppal	Broker	Royal LePage
Jordon Bianconi	Investor	Inside Edge - may make bid
<b>Contacts to 01- Feb-21</b>		
Aprice - LePage	Broker	22-Jan
Jenna Swinword	Broker	Jan 22 - original listing agent
Patrick O'Keefe	Broker	26-Jan
Goldy Sighn	Investor	26-Jan
Brent McElhern	Broker	26-Jan
Steve Ramphos	Broker	26-Jan
Firon Roofing - Mike	Investor	26-Jan
Neha Sha	Broker	Jan 26 - AY Toronto
Chris		VM Jan 26 613-818-4297 MLS enquiry
Dawn	Broker	26-Jan
JP Laurin	Broker	26-Jan
David Lang	Broker / Investor	26-Jan
Rocco Manfredi	Broker	26-Jan
Kegan Gomes	Investor	26-Jan
John Piazza	Lawyer	26-Jan
Gord Cudney	Investor	26-Jan
Rob Marland	Broker	26-Jan
Hamin	Investor	26-Jan
Michele Kube	Broker	26 Jan - will pass too much on plate
Roger Ghantous	Investor	26-Jan
Subash Aggerwhal	Investor	Jan 26 - wanted walk through
Julie Tesky	Broker	26-Jan
Jason Shinder	Broker / Investor	26-Jan
Dan Dore	Investor	26-Jan
Adam Gemstone	Investor	26-Jan
Justin Salazar	Broker	Jan 26 - too small

Eli Tannis	Investor	26-Jan
John@JBPA		Jan 26 - want a site visit
Roberto Campagna	Investor	26-Jan
Anthony Cava	Broker	26-Jan
Tarek Mansour	Broker	26-Jan
Yong Li	Broker	26-Jan
Nick Legault	Investor	26-Jan
Joseph Doumit	Investor	26-Jan
Rhys@LPG	Investor	26-Jan
Jo Bruto	Investor	26-Jan
Lou Malhouf	Investor	26-Jan
Donna Sun	Broker	26-Jan
Nico Zentil	Broker	26-Jan
John Zagerman	Broker	26-Jan
Rose Zeidan	Broker	Jan 29 sold property next door
Eric Normandin		Jan 29 - wants a walk through
Bobby Safi	Investor	Feb 1 - MLS enquiry
Tanya Locke	Investor /User	01-Feb

## WEB STATISTICS:

### LoopNet:

- We have received 1,137 direct hits on the Loopnet web site since marketing initiatives began

### Realtor.ca (MLS):

- There were 1,443 views on Realtor.ca

### Avison Young:

- We have received 854 page views on Avison Young web sites

**Through the marketing period 2 offers were received; original asking price was \$1,050,000**

- Feb 16, 2021 – 2103356 Ontario Limited – 
- Feb 16, 2021 – Luca Diaconescu 'In Trust' – 

6

## OFFER TO PURCHASE

TO: MNP Ltd. (the "Vendor" or "Receiver") in its capacity as court-appointed receiver, without security, of the lands and premises municipally known as 276 Sunnyside Avenue, Ottawa, Ontario having Pin No. 04130-0064 LRO #4 and all of the assets and undertakings of 6773982 Canada Inc. and 6317081 Canada Inc. (the "Debtors") acquired for or used in relation to the Debtors operations of the said properties, pursuant to the Order of the Honourable Mr. Justice Roger of the Ontario Superior Court of Justice, dated November 20, 2020, in Court File No. CV-20-00084926-0000 at Ottawa (the "Appointment Order"), and not in its personal capacity or corporate capacity.

<sup>DS</sup>  
L.D. 1. Offer to Purchase

The undersigned, LUCA DIACONESCU "IN TRUST" (the "Purchaser"), hereby offers to purchase from and through the Vendor all of the right, title and interest in and to the Property (hereinafter defined) which the Vendor is entitled to sell pursuant to the Appointment Order at the purchase price set out herein and upon and subject to the terms hereof.

2. Definitions

In this Offer and the Agreement arising from the acceptance hereof, the following terms have the meanings respectively ascribed to them:

"Agreement", "the Agreement" or "this Agreement" means the agreement of purchase and sale resulting from the acceptance of this Offer by the Vendor.

"Appointment Order" has the meaning ascribed thereto in the addressee line hereof.

"Approval" in relation to the Court means the making of an appropriate Order of the Court in respect of the particular matter submitted for approval approving the action or proposed action of the Vendor on terms satisfactory to the Vendor.

"Broker" has the meaning ascribed thereto in Section 3(a) hereof.

"Buildings" means the building(s), if any, situate on the Lands (as hereinafter defined) together with all other structures situate thereon, including all improvements thereto and all fixtures forming a part thereof.

"Business Day" means a day other than Saturday, Sunday or a statutory holiday in the Province of Ontario or any other day upon which the Vendor is not open for the transaction of business throughout normal business hours at its principal office.

"Closing" or "Closing Date" has the meaning ascribed thereto in Section 19 hereof.

<sup>DS</sup>  
L.D.  


**"Condition Date"** has the meaning ascribed thereto in Section 5 hereof.

**"Court"** means the Ontario Superior Court of Justice and includes a judge, master or registrar of that court and any appellate court judge having jurisdiction in any particular matter.

**"Deposit"** has the meaning ascribed thereto in Section 3(a) hereof.

**"Environmental Laws"** mean all requirements under or prescribed by common law and all federal, provincial, regional, municipal and local laws, rules, statutes, ordinances, regulations, guidelines, directives, notices and orders from time to time with respect to the discharge, generation, removal, storage or handling of any Hazardous Substances.

**"Hazardous Substances"** means any contaminant, pollutant, dangerous substance, potentially dangerous substances, noxious substance, toxic substance, hazardous waste, flammable material, explosive material, radioactive material, urea-formaldehyde foam insulation, asbestos, PCBs radiation and any other substance, material, effect, or thing declared or defined to be hazardous, toxic, a contaminant, or pollutant, in or pursuant to any Environmental Laws.

**"HST"** has the meaning ascribed thereto in Section 18 hereof.

**"Indemnitees"** has the meaning ascribed thereto in Section 26 hereof.

**"Lands"** means the lands legally described in Schedule "A" attached hereto.

**"Lease(s)"** means collectively, all leases, agreements to lease, tenancies, licenses, and any other rights of occupation of space in the Buildings or on the Lands, if any.

**"Material Documents"** includes copies of all architectural drawings, site plans relating to the Property, existing plans of survey, if any, the Leases(s), if any, and operating statements for the Building, if any, to the extent that such Material Documents are in the possession of the Vendor.

**"Offer", "the Offer" or "this Offer"** means the offer to purchase the Property made by the Purchaser and contained in and comprised of this document.

**"Property"** means collectively, the Lands and Buildings.

**"Purchase Price"** has the meaning ascribed thereto in Section 3 hereof.

**"Purchaser's Conditions"** has the meaning ascribed thereto in Section 5 hereof.

**"TERS"** has the meaning ascribed thereto in Section 19 hereof.

DS  
L. D.  


"Vesting Order" has the meaning ascribed thereto in Section 7 hereof.

3. Purchase Price

<sup>DS</sup> L.D. The purchase price for the Property shall be [REDACTED] dollars [REDACTED] in lawful money of Canada (the "Purchase Price"), subject to the adjustments hereinafter referred to in Section 9 hereof, and shall be paid by the Purchaser as follows:

- (a) a deposit of fifty thousand dollars (\$50,000.00) (the "Deposit"), shall be delivered to the Vendor's real estate broker, Avison Young (the "Broker"), with submission of this Offer by a certified cheque or bank draft drawn on an account at a Canadian chartered bank or trust company payable to the Broker, as agent for the Vendor; and,
- (b) the balance of the Purchase Price for the Property shall be paid, subject to the adjustments hereinafter referred to, to the Vendor on the Closing Date by wire transfer through a Canadian chartered bank or trust company to the Vendor's lawyers (or as the Vendor or its lawyers may direct).

4. Deposit

The Deposit shall be held in trust by the Broker, on behalf of the Vendor, and shall be:

- (a) returned to the Purchaser without interest or deduction if the Vendor does not accept this Offer;
- (b) credited to the Purchaser as an adjustment against the Purchase Price on the Closing Date if the purchase and sale of the Property is completed pursuant to the Agreement;
- (c) returned to the Purchaser without interest and without deduction if the purchase and sale of the Property is not completed pursuant to the Agreement, provided that the Purchaser is not in default under this Offer or under the Agreement; or
- (d) released by the Broker to the Vendor and retained by the Vendor as a genuine pre-estimate of liquidated damages and not as a penalty, in addition to any other rights and remedies that the Vendor may have under this Offer, the Agreement and at law, including offering the Property for sale to another person, if the purchase and sale of the Property is otherwise not completed pursuant to this Offer and the Agreement, as a result of the Purchaser's breach hereunder.

<sup>DS</sup> L.D. [Signature]

**5. Purchaser's Conditions**

<sup>not</sup>  
<sup>DS</sup>  
L.D. ~~Notwithstanding anything to the contrary herein contained, the Agreement is conditional to the Purchaser until 5:00 o'clock p.m. (Ottawa time) on \_\_\_\_\_, 2021 (the "Condition Date") and is subject to the Purchaser satisfying itself in its sole, absolute and unfettered discretion with all matters relating to the Property, including without limitation, zoning matters, the Leases, if any, and the suitability and economic viability of the Property for the Purchaser's use, the physical condition of the Property, soil conditions, the environmental condition of the Property and the surrounding real property and the results of its other due diligence tests, inspections and investigations (collectively, the "Purchaser's Conditions").~~

The Purchaser's Conditions are for the exclusive benefit of the Purchaser and may be waived in whole or in part by the Purchaser at any time on or before the Condition Date, any such waiver to be made in writing by the Purchaser or its solicitors. In the event that the Purchaser has not, on or before the Condition Date, waived the Purchaser's Conditions or provided the Vendor with written confirmation that the Purchaser's Conditions have been satisfied, this Agreement shall be null and void and the Deposit shall be returned to the Purchaser without interest and without deduction and the Vendor and the Purchaser shall have no further obligations to each other with respect hereto.

**6. Acceptance of Offer**

<sup>DS</sup>  
L.D. The Purchaser agrees that no agreement for the purchase and sale of the Property shall result from this Offer unless and until this Offer has been accepted by the Vendor and Approval has been obtained from the Court in accordance with the provisions of Section 7 hereof. The Purchaser agrees that this Offer shall be irrevocable by the Purchaser and open for acceptance by the Vendor until 5:00 o'clock p.m. (Ottawa time) on FEBRUARY 25, 2021, after which time, if not accepted by the Vendor, this Offer shall be null and void and the Deposit shall be returned to the Purchaser in accordance with Section 4(a) hereof. The Vendor shall indicate the date on which it has accepted this Offer in the space provided on the execution of this Offer. 

**7. Court Approval**

The Purchaser hereby acknowledges and agrees that the sale of the Property is by, and subject to, Approval of the Court. The Vendor shall, after waiver of the Purchaser's Conditions, or after the acceptance by the Vendor of the Offer if there are no Purchaser Conditions, bring a motion to the Court for Approval of the Agreement and an order vesting title to the Property in the Purchaser (the "Vesting Order"). The Vendor shall diligently pursue such motion on notice to the Purchaser and shall promptly notify the Purchaser of the disposition thereof. The Purchaser, at its own expense, shall promptly provide to the Vendor all such information and assistance within the Purchaser's power

<sup>DS</sup>  
L.D. 

as the Vendor may reasonably require to obtain Approval of the Agreement. If the Court shall not have granted Approval of the Agreement within ninety (90) Business Days of waiver of the Purchaser's Conditions, or within ninety (90) days of the Vendor's acceptance of the Offer if there are no Purchaser Conditions, the Agreement shall automatically be terminated, unless the parties otherwise agree in writing. If the Agreement is terminated under any provision of this Section, the Deposit shall be returned to the Purchaser in accordance with Section 4(c) hereof and neither party shall have any further rights or liabilities hereunder.

#### **8. Capacity of Receiver**

The Vendor, by acceptance of the Offer, is entering into the Agreement solely in its capacity as the Court-appointed receiver, without security, of the Property and all of the assets and undertakings of the Debtors acquired for or used in relation to the Debtors operations at the Property, and not in its personal, corporate or any other capacity. Any claim against the Receiver shall be subject to the Appointment Order and limited to and only enforceable against the assets, undertakings and properties then held by or available to it in its said capacity and shall not apply to its personal property and/or any assets held by it in any other capacity. The Vendor shall have no personal or corporate liability of any kind, whether in contract or in tort or otherwise. The term "Vendor" as used in this Agreement shall have no inference or reference to the present registered owner of the Property.

#### **9. Adjustments**

The Purchase Price for the Property shall be adjusted as of the Closing Date in respect of realty taxes, flat/fixed water and sewer rates and charges, utility deposits, if any, and all other items usually adjusted with respect to properties similar to the Property that apply, save and except for rent or any matters related to the Lease(s), if any. Such adjustments shall be pro-rated where appropriate for the relevant period on the basis of the actual number of days elapsed during such period to the Closing Date itself to be apportioned to the Purchaser. There shall be no adjustment in respect of (a) prepaid rents, or, (b) rent or other moneys payable to the Vendor under the Lease(s), if any, in respect of periods prior to the Closing which remain unpaid as at Closing

#### **10. Termination of Agreement**

Notwithstanding anything to the contrary contained in this Agreement, if at any time or times prior to the Closing Date, the Vendor is unable to complete this Agreement as a result of any action taken by an encumbrancer, any action taken by the present registered owner, the refusal by the present registered owner, to take any action, the exercise of any right by the present registered owner or other party which is not terminated upon acceptance of this Agreement, a certificate of pending litigation is registered against the

DS  
L. D.  


Property, a court judgment or order is made, or, if the Purchaser submits valid title requisition which the Vendor is unable or unwilling to satisfy prior to Closing, or if the sale of the Property is restrained at any time by a court of competent jurisdiction, the Vendor may, in its sole and unfettered discretion, elect by written notice to the Purchaser, to terminate this Agreement, whereupon the Deposit shall be returned to the Purchaser in accordance with Section 4(c) hereof, and neither party shall have any further rights or liabilities hereunder.

The obligation of the Vendor to complete the Agreement is subject to the satisfaction of the following terms and conditions on or prior to the Closing Date, which conditions are for the sole benefit of the Vendor and which may be waived by the Vendor in its sole discretion:

- (a) the representations and warranties of the Purchaser herein being true and accurate as of the Closing Date;
- (b) no action or proceeding at law or in equity shall be pending or threatened by any person, firm, government, government authority, regulatory body or agency to enjoin, restrict or prohibit the purchase and sale of the Property;
- (c) the Property shall not have been removed from the control of the Vendor by any means or process;
- (d) no party shall take any action to redeem the Property; and
- (e) the Court shall have granted Approval of this Agreement and shall have granted the Vesting Order.

**II. Purchaser's Acknowledgements**

The Purchaser hereby acknowledges and agrees with, and to be subject to, the following:

- (a) it is responsible for conducting its own due diligence, searches and investigations of the current and past uses of the Property;
- (b) the Vendor makes no representation or warranty of any kind that the present use or future intended use by the Purchaser of the Property is or will be lawful or permitted;
- (c) it is satisfied with the Property and all matters and things connected therewith or in any way related thereto;
- (d) it is relying entirely upon its own due diligence, investigations and inspections in entering into this Agreement;

DS  
L. D.



- (e) it is purchasing the Property on an "as is, where is" and "without recourse" basis including, without limitation, outstanding work orders, deficiency notices, compliance, requests, development fees, imposts, lot levies, sewer charges, zoning and building code violations and any outstanding requirements which have been or may be issued by any governmental authority having jurisdiction over the Property;
- (f) it relies entirely on its own due diligence, judgment, inspection and investigation of the Property and acknowledges that any documentation relating to the Property obtained from the Vendor has been prepared or collected solely for the convenience of prospective purchasers and is not warranted to be complete or accurate and is not part of this Offer;
- (g) it will provide the Vendor with all requisite information and materials, including proof respecting source or funds, at any time or times within forty-eight (48) hours of any such request by the Vendor so that the Vendor may determine the creditworthiness of the Purchaser and any related parties thereto;
- (h) the Vendor shall have no liability or obligation with respect to the value, state or condition of the Property, whether or not the matter is within the knowledge or imputed knowledge of the Vendor, its officers, employees, directors, agents, representations and contractors;
- (i) the Vendor has made no representations or warranties with respect to or in any way related to the Property, including without limitation, the following: (i) the title, quality, quantity, marketability, zoning, fitness for any purpose, state, condition, encumbrances, description, present or future use, value, location or any other matter or thing whatsoever related to the Property, either stated or implied; and (ii) the environmental state of the Property, the existence, nature, kind, state or identity of any Hazardous Substances on, under, or about the Property, the existence, state, nature, kind, identity, extent and effect of any administrative order, control order, stop order, compliance order or any other orders, proceedings or actions under the *Environmental Protection Act* (Ontario), or any other statute, regulation, rule or provision of law now in existence, or the state, nature, kind, identity, extent and effect of any liability to fulfill any obligation to compensate any third party for any costs incurred in connection with or damages suffered as a result of any discharge of any Hazardous Substances whether on, under or about the Property or elsewhere;
- (j) the Material Documents; if any such documents are under the Vendor's care or control, are being provided to the Purchaser merely as a courtesy and without any representations or warranties whatsoever; and

<sup>DS</sup>  
L. D.



(k) it will ensure that any environmental and/or structural reports on behalf of the Purchaser shall also be addressed to the Vendor and a copy of each such report shall be delivered to the Vendor promptly after the completion thereof, regardless of whether the transaction contemplated by this Offer closes. If for any reason such transaction is not consummated, the Purchaser agrees to deliver promptly to the Vendor any and all reports and other data pertaining to the Property and any inspections or examinations conducted hereunder.

## 12. Title to the Property

Upon Closing, title to the Property shall be good and free from all restrictions, charges, liens, claims and encumbrances, except as otherwise specifically provided in this Agreement, and save and except for:

- (a) any reservations, restrictions, rights of way, easements or covenants that run with the land;
- (b) any registered agreements with a municipality, region or supplier of utility service including, without limitations, electricity, water, sewage, gas, telephone or cable television or other telecommunication services;
- (c) all laws, by-laws and regulations and all outstanding work orders, deficiency notices and notices of violation affecting the Property;
- (d) any minor easements for the supply of utility services or other services to the Lands or Buildings, if any, or adjacent properties;
- (e) encroachments disclosed by any error or omission in existing surveys of the Lands or neighbouring properties and any title defects, encroachment or breach of a zoning or building by-law or any other applicable law, by-law or regulation which might be disclosed by a more up-to-date survey of the Lands and survey of the Lands and survey matters generally;
- (f) the exceptions and qualifications set forth in the *Registry Act* (Ontario) or the *Land Titles Act* (Ontario), or amendments thereto;
- (g) any reservation(s) contained in the original grant from Crown;
- (h) the Lease(s), if any, and the right of any tenant, occupant, lessee or license to remove fixed equipment or other fixtures;
- (i) subsection 44(1) of the *Land Titles Act* (Ontario) except paragraphs 11 and 14;
- (j) provincial succession duties and escheats or forfeiture to the Crown;

<sup>DS</sup>  
[Signature]

(k) the rights of any person who would, but for the *Land Titles Act* (Ontario) be entitled to the Lands or any part of it through length of adverse possession, prescription, misdescription or boundaries settled by convention;

(l) any lease to which subsection 70(2) of the *Registry Act* (Ontario) applies; and

(m) those registrations set out in Schedule "C" attached hereto.

Notwithstanding the foregoing, the Vesting Order shall provide for the deletion of the instruments or registrations listed in Schedule "B" attached hereto, and for the deletion of any filings under the *Personal Property Security Act* (Ontario), as they affect the Property.

**13. Authorizations**

The Purchaser shall assume, at its cost, complete responsibility for compliance with all municipal, provincial and federal laws insofar as the same apply to the Property and the use thereof by the Purchaser. It shall be the Purchaser's sole responsibility to obtain, and pay the cost of obtaining any consents, permits, licenses or other authorizations necessary or desirable for the transfer to the Purchaser of the Vendor's right, title and interest, if any, in the Property.

**14. Requisition Period**

<sup>DS</sup> [L.D.] The Purchaser shall be allowed seven (7) business days from the date of waiver of the Purchaser's Conditions, or shall be allowed until 5:00 o'clock p.m. (Ottawa time) on MARCH 31<sup>ST</sup>, 2021, if there are no Purchaser Conditions, to investigate the title to the Property and to satisfy itself that all present uses are the legal uses thereof or legal nonconforming uses which may be continued and that the Property may be insured against usual insurable risks, at the Purchaser's own expense.

<sup>DS</sup> [L.D.]

If within such time the Purchaser shall furnish the Vendor in writing with any valid objection to title to the Property, which the Vendor is unable or unwilling to remove, remedy or satisfy and which the Purchaser will not waive, then the Agreement shall be terminated, the Deposit shall be returned to the Purchaser in accordance with Section 4(c) hereof and neither party shall have any further rights or liabilities hereunder. Save as to any valid objection made as aforesaid or which the law allows to be made and is made after expiry of the aforesaid period, the Purchaser shall be conclusively deemed to have accepted the title to the Property to be vested in the Purchaser on Closing in accordance with the Agreement, and to have accepted the Property subject to all applicable laws, by-laws, regulations, easements and covenants affecting its use and the Purchaser shall assume responsibility from and after the Closing Date for compliance therewith. The Purchaser shall not call for the production of any title deed, abstract, survey or other evidence of title to the Lands, except as are in the control or possession of the Vendor.

<sup>DS</sup> [L.D.]

The Vendor shall not be required to produce any other document or report to the Purchaser, unless it is expressly provided for by this Agreement and in the control or possession of the Vendor. The description of the Property is believed by the Vendor to be correct but, if any statement, error or omission shall be found in the particulars thereof, the same shall not cancel the sale or entitle the Purchaser to be relieved of any obligation hereunder, nor shall any compensation be allowed to the Purchaser in respect thereof.

15. Leases

The Purchaser acknowledges and agrees that:

- (a) the Property may be subject to Lease(s);
- (b) the Vendor makes no representation or warranty respecting the accuracy and completeness of any Lease(s), if any;
- (c) the Purchaser will purchase the Property subject to the terms and conditions of the Lease(s), if any, without representation or warranty (whether expressed or implied) of any kind or type from the Vendor relating to the Leases, including without limitation, (i) the enforceability of same (ii) whether the Leases accurately reflect the correct arrangement with the tenant(s) (iii) whether the tenants are in possession thereunder and/or paying rents in accordance thereof (iv) whether there are any ongoing unresolved disputes relating to the provisions of the Lease(s) or any parties' obligations thereunder and (v) whether any party or parties to the Lease(s) is or are in default of any obligations contained therein;
- (d) the Vendor shall not be required to make any adjustments to the Purchase Price for current rentals or prepaid rents or security deposits which may have been received by the Vendor or any other party;
- (e) the Vendor shall not be required to produce acknowledgements from the tenant(s) respecting the status of the Lease(s), if any; and
- (f) the Vendor is not required to deliver vacant possession, nor does it represent or warrant that it can deliver vacant possession.

The Vendor will execute and deliver or cause to be executed and delivered to the Purchaser on the Closing Date an assignment of any interest which the Vendor may have in the Lease(s).

DS  
L. D.



**16. Risk of Loss**

All buildings on the Property and all other things being purchased shall be and remain until completion at the risk of the Vendor.

The Property shall thereafter be at the risk of the Purchaser. Pending completion, the Vendor shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interest may appear and in the event of substantial damage to the Property before the completion of the Agreement which damage gives rise to any insurance proceeds, the Purchaser may either terminate this Agreement and have the Deposit returned without interest or deduction or else take the proceeds of insurance and complete the transaction. Where any damage is not substantial, the Purchaser shall be obliged to complete the Agreement and be entitled to the proceeds of insurance referenced to such damage. The Purchaser agrees that all the insurance maintained by the Vendor shall be cancelled on the Closing Date and that the Purchaser shall be responsible for placing its own insurance thereafter.

**17. Planning Act**

This Agreement is subject to the express condition that if the provisions of Section 50 of the *Planning Act* (Ontario) apply to the sale and purchase of the Lands, then this Agreement shall be effective to create an interest in the Lands only if such provision is complied with.

**18. Harmonized Sales Tax**

The Purchaser hereby represents and warrants to the Vendor that it is or will become registered for the purposes of Part IX of the *Excise Tax Act* (Canada) in accordance with the requirements of Subdivision (d) of Division V thereof and it will continue to be so registered as of the Closing Date. The Purchaser covenants to deliver to the Vendor drafts not less than five (5) Business Days before the Closing Date and originals upon Closing of: (i) a notarial copy of the certificate evidencing its registration for purposes of the goods and services tax / harmonized sales tax ("HST"), including the registration number assigned to it; and (ii) a declaration and indemnity of the Purchaser confirming the accuracy, as at Closing, of the representations and warranties set out herein and agreeing to indemnify the Vendor for any amounts for which the Vendor may become liable as a result of any failure by the Purchaser to pay the HST payable in respect of the sale of the Property under Part IX of the *Excise Tax Act* (Canada) and that the Purchaser is buying for its own account and not as trustee or agent for any other party. Provided that the Purchaser delivers a notarial copy of the certificate and the declaration and indemnity as set out above, the Purchaser shall not be required to pay to the Vendor, nor shall the Vendor be required to collect from the Purchaser, the HST in respect of the Property. In the event that the Purchaser shall fail to deliver the notarial copy of the certificate and the

<sup>DS</sup>  
L. D. [Signature]

declaration and indemnity as set out above, then the Purchaser shall pay to the Vendor, in addition to the Purchase Price, in pursuance of the Purchaser's obligation to pay and the Vendor's obligation to collect HST under the provisions of the *Excise Tax Act* (Canada), an amount equal to thirteen (13%) percent of the Purchase Price, or such rate due and owing at the time of Closing.

**19. Closing**

Closing shall take place on the date which is ten (10) Business Days following the later of the granting of Approval of the Agreement by the Court and issuance of the Vesting Order, or such other date as the parties or their respective solicitors may mutually agree upon in writing (the "Closing Date" or "Closing"). Each party covenants and agrees to proceed expeditiously to complete the transaction of purchase and sale contemplated herein. Provided that the Vendor by written notice to the Purchaser or its solicitors may postpone the Closing Date from time to time, but in no event shall the date of Closing be postponed to a date more than thirty (30) days after original Closing Date. The Vendor and the Purchaser acknowledge that the Teraview Electronic Registration System ("TERS") is operative and mandatory in the Land Titles Division for the Land Registry Office of Ottawa-Carleton (No. 4). The Purchaser and Vendor shall each retain legal counsel who are authorized TERS users and who are in good standing with The Law Society of Ontario. The Vendor and Purchaser shall each authorize their respective legal counsel to enter into a document registration agreement in the form as adopted by the joint LSUC (LSO)-CBAO Committee of documents and closing funds and the release thereof to the Vendor and Purchaser, as the case may be:

- (a) shall not occur contemporaneously with the registration of the Transfer/Deed of Land or Application to Register the Vesting Order, and Receiver's certificate required by the Vesting Order (and other registerable documentation, if any) to be registered by the Purchaser's solicitor; and,
- (b) shall be governed by the document registration agreement pursuant to which legal counsel receiving any documents or funds will be required to hold same in escrow and will not be entitled to release except in strict accordance with provisions of the document registration agreement and the Purchaser shall be required to deliver the balance due on closing on the Closing Date to the Vendor's solicitors, to be held in escrow by them, whereupon the Vendor's solicitors shall after payment forthwith attend to have the signed Receiver's Certificate filed with the Court, which signed and entered Receiver's Certificate and Vesting Order shall form part of the Application to Register the Vesting Order, and which shall be delivered by the Vendor's solicitors to the Purchaser's solicitors for immediate registration by the Purchaser's solicitors. Upon registration of the Application to Register the Vesting Order, the Vendor shall release possession of the Property to the Purchaser and the balance due on closing shall be released from escrow.

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**20. Vendor's Closing Deliveries**

The Vendor shall execute and deliver or cause to be executed and delivered to the Purchaser on the Closing Date, against payment of the Purchase Price, the following:

- (a) a statement of adjustments;
- (b) a direction for the payment of the balance of the Purchase Price due on Closing;
- (c) an undertaking by the Vendor to readjust all items on the statement of adjustments within thirty (30) days from the date of Closing on written demand;
- (d) a certificate of the Vendor to the effect that it is not at the Closing Date a non-resident of Canada within the meaning of Section 116 of the *Income Tax Act*;
- (e) a copy of the Vesting Order;
- (f) an assignment of any interest which the Vendor may have in the Lease(s), if any;
- (g) keys that may be in the possession of the Vendor, if any;
- (h) a notice to the tenant(s) under the Lease(s), if any, to pay future rents to the Purchaser, or as the Purchaser may direct;
- (i) copies of all Material Documents, if not already in the possession of the Purchaser; and
- (j) any other documents relative to the completion of this Agreement as may reasonably be required by the Purchaser or its solicitors.

**21. Purchaser's Closing Deliveries**

The Purchaser shall execute and deliver to the Vendor on the Closing Date the following:

- (a) wire transfer for the balance of the Purchase Price and any other monies required to be paid by the Purchaser pursuant to the Agreement, or the adjustments, including all applicable federal and provincial taxes, duties and registration fees unless the applicable exemption certificates in a form acceptable to the Vendor are presented to the Vendor on or before the Closing Date to exempt the Purchaser therefrom;
- (b) all certificates, indemnities, declarations and other evidences contemplated hereby in form and content satisfactory to the Vendor's solicitors, acting reasonably;

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- (c) an undertaking by the Purchaser to readjust all items on the statement of adjustments;
- (d) a notarial copy of its HST registration and HST certificate and indemnity as required pursuant to this Agreement;
- (e) an agreement to assume all existing Leases, if any, service and supply contracts in place as of Closing;
- (f) the indemnities required to be delivered by the Purchaser to the Vendor pursuant to Section 26 hereof;
- (g) the release and discharge required to be delivered by the Purchaser to the Vendor pursuant to Section 27 hereof; and,
- (h) any other documents relative to the completion of this Agreement as may reasonably be required by the Vendor or its solicitors.

## **22. Inspection**

Without limitation, all of the Property shall be as it exists on the Closing Date with no adjustments to be allowed to the Purchaser for changes in conditions or qualities from the date hereof to the Closing Date. The Purchaser acknowledges and agrees that the Vendor is not required to inspect the Property or any part thereof and the Purchaser shall be deemed, at its own expense to have relied entirely on its own inspection and investigation. The Purchaser acknowledges that no warranties or conditions, expressed or implied, pursuant to the *Sale of Goods Act* (Ontario) or similar legislation in other jurisdictions apply hereto and all of the same are hereby waived by the Purchaser.

## **23. Encroachments**

The Purchaser agrees that the Vendor shall not be responsible for any matters relating to encroachments on or to the Lands or Buildings, if any, or encroachments of the Property onto adjoining lands, or to remove same, or for any matters relating to any applicable zoning regulations or by-laws in existence now or in the future affecting the Property.

## **24. Purchaser's Warranties**

The Purchaser represents and warrants that:

- (a) if applicable, it is a corporation duly incorporated, organized and subsisting under the laws of Canada, Ontario or another province of Canada;

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- (b) if applicable, it has the corporate power and authority to enter into and perform its obligations under the Agreement and all necessary actions and approvals have been taken or obtained by the Purchaser to authorize the creation, execution, delivery and performance of the Offer and resulting Agreement and the Offer has been duly executed and delivered by the Purchaser, and the resulting Agreement is enforceable against the Purchaser in accordance with its terms; and
- (c) it is not a non-Canadian for the purpose of the *Investment Canada Act* (Canada) and it is not a non-resident of Canada within the meaning of the *Income Tax Act* (Canada).

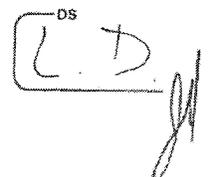
**25. Confidentiality**

The Purchaser agrees that all information and documents supplied by the Vendor or anyone on its behalf to the Purchaser or anyone on the Purchaser's behalf (including but not limited to information in the schedules hereto) shall, unless and until Closing occurs, be received and kept by the Purchaser and anyone acting on the Purchaser's behalf on a confidential basis and shall not without the Vendor's prior written consent be disclosed to any third party. If for any reason Closing does not occur, all such documents (including without limitation, the Material Documents) shall forthwith be returned intact to the Vendor and no copies or details thereof shall be retained by the Purchaser or anyone acting on its behalf. The Purchaser further agrees that the Purchaser shall keep the terms of this Offer and Agreement confidential and shall not disclose the same to anyone except the Purchaser's solicitors, agents or lenders acting in connection herewith and then only on the basis that such persons also keep such terms confidential as aforesaid.

**26. Indemnification**

The Purchaser shall indemnify and save harmless the Vendor and its directors, officers, representatives, employees and agents (collectively, the "Indemnitees") from and against any and all liabilities, obligations, losses, damages, penalties, notices, judgments, suits, claims, demands, costs, expenses or disbursements of any kind or nature whatsoever which may be imposed on, incurred by or asserted against the Indemnitees or any of them arising out of or in connection with the operations of the Purchaser on the Property or any order, notice, directive, or requirement under, or breaches, violations or non-compliance with any Environmental Laws after the Closing Date or as a result of the disposal, storage, release or threat of release or spill on or about the Property of any Hazardous Substance after the Closing Date. The obligation of the Purchaser hereunder shall survive the Closing Date.

The Purchaser shall indemnify the Vendor and save harmless the Indemnitees from and against any and all liabilities, obligations, losses, damages, penalties, notices, judgments, suits, claims, demands, costs, expenses or disbursements of any kind or nature



whatsoever which may be imposed on, incurred by or asserted against the Indemnitees or any of them arising out of or in connection with the failure of the Purchaser to pay any taxes, duties, fees and like charges exigible in connection with the Offer or Agreement. It shall be the Purchaser's sole responsibility to obtain, and pay the cost of obtaining, any consents, permits, licenses or other authorizations necessary or desirable for the transfer to the Purchaser of the Property.

**27. Release**

The Purchaser agrees to release and discharge the Vendor together with its directors, officers, employees, agents and representatives from every claim of any kind that the Purchaser may make, suffer, sustain or incur in regard to any Hazardous Substance relating to the Property. The Purchaser further agrees that the Purchaser will not, directly or indirectly, attempt to compel the Vendor to clean up or remove or pay for the cleanup or removal of any Hazardous Substance, remediate any condition or matter in, on, under or in the vicinity of the Property or seek an abatement in the Purchase Price or damages in connection with any Hazardous Substance. This provision shall not expire with, or be terminated or extinguished by or merged in the Closing of the transaction of purchase and sale, contemplated by this Offer and the Agreement, and shall survive the termination of this Offer and the Agreement for any reason or cause whatsoever and the closing of this transaction.

**28. Non-Registration**

The Purchaser hereby covenants and agrees not to register this Offer or the Agreement or notice of this Offer or the Agreement or a caution, certificate of pending litigation, or any other document providing evidence of this Offer or the Agreement against title to the Property. Should the Purchaser be in default of its obligations under this Section, the Vendor may (as agent and attorney of the Purchaser) cause the removal of such notice of this Offer or the Agreement, caution, certificate of pending litigation or other document providing evidence of this Offer or the Agreement or any assignment of this Offer or the Agreement from the title to the Property. The Purchaser irrevocably nominates, constitutes and appoints the Vendor as its agent and attorney in fact and in law to cause the removal of such notice of this Offer or the Agreement, any caution, certificate of pending litigation or any other document or instrument whatsoever from title to the Property.

**29. Assignment**

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Save and except for the completion of this transaction by a company to be incorporated by the Purchaser, the Purchaser shall not have the right to assign its rights under this Agreement without the Vendor's prior written consent, which consent may be unreasonably withheld. Notice of the Purchaser's intention to assign, with the assignee's

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name and address for service and the assignee's HST number shall be provided to the Vendor not less than seven (7) Business Days prior to the Closing Date.

30. Notices

Any notice to be given or document to be delivered to the parties pursuant to this Agreement shall be sufficient if delivered personally or sent by email or sent by facsimile or mailed by prepaid registered mail at the following addresses:

To Vendor:

MNP LTD.  
1600 Carling Avenue, Suite 800  
Ottawa, ON

Attention: John Haralovich  
Email: john.haralovich@mnp.ca  
Fax: (613) 691-4262

with a copy to (which shall not constitute notice):

Soloway Wright  
Ottawa, Ontario  
Attention: Andre Ducasse  
Fax: 613.238-8507  
E-Mail: aducasse@solowaywright.com

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L.D. and in the case of a notice to the Purchaser, to:

LUCA DIACONESCU

34 BLENCAIRN AVE, OTTAWA, ONT K1S 1M6

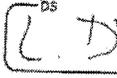
Email: LUCA\_DIAC@YAHOO.COM

Fax: \_\_\_\_\_

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 with a copy to the Purchaser's solicitors:

ELI UDELL

ELI UDELL

300-1565 CARRLING AVE, OTTAWA K1Z 8R1

Email: ELI@MPOTTAWA.COM

Fax: \_\_\_\_\_

Any written notice or delivery of documents given in this manner shall be deemed to have been given and received on the day of delivery if delivered personally or sent by email or sent by facsimile or, if mailed, three (3) Business Days after the deposit with the post office.

### 31. Entire Agreement

The Agreement shall constitute the entire agreement between the parties to it pertaining to the subject matter thereof and shall supersede all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties and there shall be no agreements or understandings between the parties in connection with the subject matter thereof except as specifically set forth herein. No party hereto has relied on any express or implied representation, written or oral, of any individual or entity as an inducement to enter into the Agreement.

### 32. Amendment

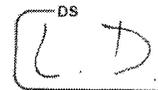
No supplement, modification, waiver or termination of the Agreement shall be binding, unless executed in writing by the parties to be bound thereby, provided that the time provided for doing any matter or thing contemplated herein may be abridged or extended by written agreement, in letter form or otherwise, executed by the duly authorized solicitors for the parties.

### 33. Time of Essence

Time shall be of the essence in this Agreement in all respects and any waiver of any time provision shall not be effective unless in writing and signed by both parties.

### 34. Binding Agreement

This Offer, when accepted, shall constitute a binding agreement of purchase and sale subject to its terms. It is agreed that there is no representation, warranty, collateral agreement or condition affecting the Agreement or the Property supported hereby other than as expressed herein in writing.





**35. Governing Law**

This Offer and the Agreement shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein.

**36. Gender, Interpretive Matters**

This Offer and the Agreement shall be read with all changes of gender or number required by the context. The titles to provisions do not form part of this Offer or the Agreement and are inserted for reference purposes only. Preparation and submission of the form of this Offer or any other material by the Vendor shall not constitute an offer to sell.

**37. Severability**

Any provision of this Agreement which is determined to be void, prohibited or unenforceable shall be severable to the extent of such avoidance, prohibition or unenforceability without invalidating or otherwise limiting or impairing the other provisions of this Agreement.

**38. Non-Merger**

The provisions of this Agreement (including, without limitation, the representations and warranties of the Purchaser), shall survive Closing and shall not merge in the Vesting Order or in any other documents delivered hereunder.

**39. Counterparts**

The parties hereto agree that this Agreement may be executed in counterparts and by facsimile transmission and each such counterpart so executed by facsimile transmission shall be deemed to be an original and when taken together shall constitute as one and the same Agreement.

**40. Contra Proferentum Rule**

This Agreement and all Schedules thereto have been drafted with the equal participation of the all parties hereto and the parties hereto hereby acknowledge and agree that the *contra proferentum* rule has no application.

**41. Legal Advice**

The parties also acknowledge and agree that they have received independent legal advice with respect to the terms and provisions of this Agreement. They further agree and

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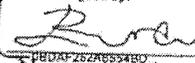
acknowledge that they have freely elected to enter into this Agreement without any form of duress and that they have not been induced to enter into this Agreement.

[SIGNATURE PAGE FOLLOWS]

<sup>DS</sup>  
L. D. 

IN WITNESS WHEREOF the Purchaser has executed this Offer this \_\_\_\_ day of  
2/16/2021 | 12:34 PM PST, 2021.

**PURCHASER:**

DocuSigned by:  
By:   
Name: \_\_\_\_\_  
Title:

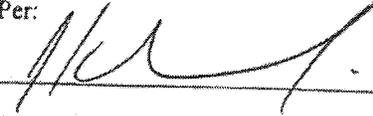
*I have authority to bind the corporation.*

Subject to the Approval of the Court, the undersigned hereby accepts the foregoing Offer  
this 16 day of February, 2021

**MNP LTD.**

in its capacity as court-appointed receiver,  
without security of the Property of the  
Debtors and not in its personal or corporate  
capacity

Telephone: (613) 691-6262  
Fax: (613) 726-9009  
E-mail: john.haralovich@mnp.ca

Per: 

Name: John Haralovich

Title: SVP  
I have authority to bind the Corporation

**SCHEDULE "A"**

**Legal Description of Property**

PT LT 53, PL118266, AS IN NS111883; OTTAWA/NEPEAN

PIN 04130-0064 (LT) (LR0 #4)

Offer to Purchase

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DocuSign Envelope ID: C5A0644B-88E0-478D-96D1-1B98F245ED1C

**SCHEDULE "B"**  
**INSTRUMENTS TO BE DELETED FROM TITLE**

PIN 04130-0064 (LRO#4)

- OC1917823

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### SCHEDULE "C"

#### REGISTRATIONS TO BE PERMITTED

1. The reservations, limitations, provisions and conditions expressed in the original grant from the Crown and all unregistered rights, interests and privileges in favour of the Crown under or pursuant to any applicable statute or regulation.
2. Any subdivision agreement, development agreement, servicing agreement, site plan agreement or any other agreement, document, regulation, subdivision control by-law or other instrument containing provisions relating to the Lands or the use, development, installation of services and utilities or the erection of buildings or other improvements in or on the Lands.
3. All easements, licenses, rights-of-way, watercourses and rights (and all reference plans with respect thereto), whether registered or unregistered, including without limitation those for access or for the installation and maintenance of public and private utilities and other services including without limitation, telephone lines) hydro-electric lines, gas mains, water mains, sewers and drainage and other services or for the maintenance, repair or replacement of any adjoining building or lands, including any cost sharing agreement relating thereto, or any right of re-entry reserved by a predecessor in title.
4. Any restrictive covenants and building restrictions affecting the Lands.
5. Any defects of title or encroachments by or onto the Lands, whether by gardens, fences, trees, buildings, foundations, or other structures or things, which may be revealed by any survey or reference plan of the Lands, whether now in existence or not.
6. Utility agreements, and other similar agreements with authorities or private or public utilities affecting the Lands.
7. Liens for taxes, local improvements, assessments or governmental charges or levies not at the time due or delinquent.
8. Undetermined, inchoate or statutory liens and charges (including, without limitation, the liens of public utilities, workers, suppliers of materials, contractors, subcontractors, architects and unpaid vendors of moveable property) incidental to any current operations of the Lands which have not been filed pursuant to any legal requirement or which relate to obligations not yet due or delinquent.
9. Zoning restrictions, restrictions on the use of the Lands or minor irregularities in title thereto.
10. The reservations, limitations, conditions and exceptions to title set out in the *Land Titles Act* (Ontario).

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## RECEIVER CERTIFICATE

CERTIFICATE 1

AMOUNT \$ 20,000.00

1. THIS IS TO CERTIFY that MNP LTD. the receiver (the "Receiver") of all of the assets, undertakings and properties of 6773982 Canada Inc. and 6317081 Canada Inc. (the "Debtors"), acquired for, or used in relation to the Property appointed by Order of the Ontario Superior Court of Justice (the "Court") dated November 20, 2020 (the "Order") made in an action having Court file number CV-20-00084936-0000, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$20,000.00 being part of the total principal sum of \$100,000.00 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 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 40 King Street West, 26<sup>th</sup> Floor, Toronto, Ontario, M5H 3Y2.
  
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.

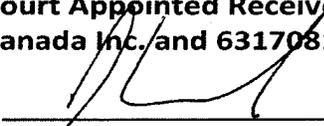
6. The charge securing this certificate shall operate to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

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 2<sup>nd</sup> day of December 2020.

**MNP LTD.**

**Court Appointed Receiver of 6773982  
Canada Inc. and 6317081 Canada Inc.**

By: 

**Name: John Haralovich, CPA, CA, CMA, CIRP, LIT**

**Title: Senior Vice President**

**Debtor/Firm: MNP LTD.**

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# View account balance

**Account number**

847713997 RT0001

**Business name**

6773982 CANADA INC.

**Balance****Your current balance: \$0.00****Interim balance****Your current interim balance: \$0.00****Period-end balances (select the link to view account transactions)**

<b>Period-end</b>	<b>Interim balance</b>	<b>Balance</b>
2018-Dec-31	\$0.00	\$0.00
2017-Dec-31	\$0.00	\$0.00
2016-Dec-31	\$0.00	\$0.00
2015-Dec-31	\$0.00	\$0.00
2014-Dec-31	\$0.00	\$0.00

<b>Period-end</b>	<b>Interim balance</b>	<b>Balance</b>
2013-Dec-31	\$0.00	\$0.00
Prior periods	\$0.00	\$0.00
<b>TOTAL</b>	<b>\$0.00</b>	<b>\$0.00</b>

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## Canada Revenue Agency

[Logout](#)

# View and pay account balance

Payroll deduction account:

**847713997RP0001**

Business name:

**6773982 CANADA INC.**

The following account information is not a complete statement of account.

## Tax year balances

Select link to view detail

Tax year ⓘ	(\$) Amount paid ⓘ	(\$) Amount unpaid ⓘ	(\$) T4 return amount	(\$) Balance adjustment ⓘ	(\$) Balance ⓘ
2021	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

**Note:** The outstanding balance below may not reflect the total amount owing, see [View and pay Canada Emergency Wage Subsidy \(CEWS\) balance](#) for additional payroll amounts.

## Arrears account balances

You have a credit balance: \$0.00

Select link to view detail

<b>Tax year ⓘ</b>	<b>(\$)</b> <b>Amount owing ⓘ</b>	<b>(\$)</b> <b>Uncharged interest ⓘ</b>	<b>(\$)</b> <b>Law cost ⓘ</b>
2021	\$0.00	\$0.00	\$0.00
<b>Total</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

## Need assistance or want to make a payment?

If you need assistance, [request a call back](#).

For payment options, see [Make a payment](#).

Note: Electronic payments will be applied to your account in approximately 48 hours. It may take longer to process payments mailed or made at financial institutions.

**Screen ID:** B-RP-AB-01

**Date modified:** 2020-10-19

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# Canada Revenue Agency

[Logout](#)[View expected and filed returns](#)Business number: **847713997 RT0001**Business name: **6773982 CANADA INC.**

## Expected returns

Reporting period	Return type	Status	Due date
2021-01-01 to 2021-12-31	GST34	Next return	2022-03-31

## Filed returns

Select the return you want to view by clicking on the link in the Reporting period column below.

Reporting period	Return type	Status	Received date
<a href="#">2020-11-21 to 2020-12-31</a>	GST34	Processed - No notice	2021-03-11
<a href="#">2020-01-01 to 2020-11-20</a>	GST34	Received - Processing in progress	2021-03-15
<a href="#">2019-01-01 to 2019-12-31</a>	GST34	Received - Processing in progress	2021-03-15
<a href="#">2018-01-01 to 2018-12-31</a>	GST34	Assessed	2019-03-27
<a href="#">2017-01-01 to 2017-12-31</a>	GST34	Adjusted - No notice	2018-11-07
<a href="#">2017-01-01 to 2017-12-31</a>	GST34	Processed - No notice	2018-03-27

<b>Reporting period</b>	<b>Return type</b>	<b>Status</b>	<b>Received date</b>
<u>2016-01-01 to 2016-12-31</u>	GST34	Assessed	2017-03-29
<u>2015-01-01 to 2015-12-31</u>	GST34	Assessed	2016-03-30

**Screen ID:** B-RT-VR-01

**Date modified:** 2021-02-23



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[Home](#) > [Canada Revenue Agency](#) > [Ready to file](#) > GST/HST NETFILE

## GST/HST NETFILE - confirmation

Your return has been successfully filed.

**Your confirmation number is: 645817.**

Business number: **847713997 RT0001**  
 Business name: **6773982 CANADA INC.**  
 Reporting period: **2020-01-01 to 2020-11-20**  
 Filing date: **2021-03-15**  
 Payment due date: **2020-12-20**

### GST/HST return summary

<b>Line 101</b>	Sales and other revenue	<b>\$52,124.00</b>
<b>Line 135</b>	Total GST/HST new housing rebates (included in line 108)	<b>\$0.00</b>
<b>Line 136</b>	Deduction for pension rebate amount (included in line 108)	<b>\$0.00</b>
<b>Line 105</b>	Total GST/HST and adjustments for period	<b>\$6,776.00</b>
<b>Line 108</b>	Total ITCs and adjustments	<b>\$2,268.00</b>
<b>Line 109</b>	Net tax	<b>\$4,508.00</b>
<b>Line 110</b>	Instalments and other annual filer payments	<b>\$0.00</b>
<b>Line 111</b>	Rebates (note: rebate forms must be mailed separately)	<b>\$0.00</b>
<b>Line 205</b>	GST/HST due on purchases of real property or purchases of emission allowances	<b>\$0.00</b>
<b>Line 405</b>	Other GST/HST to be self-assessed	<b>\$0.00</b>
<b>Line 114</b>	Refund claimed	<b>\$0.00</b>
<b>Line 115</b>	Amount owing	<b>\$4,508.00</b>

**Screen ID:** NF-09

**Version:** 2021-02-08



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of Canada

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du Canada

[Home](#) > [Canada Revenue Agency](#) > [Ready to file](#) > **GST/HST NETFILE**

## GST/HST NETFILE - confirmation

✔ Your return has been successfully filed.

**Your confirmation number is: 298629.**

Business number: **847713997 RT0001**  
 Business name: **6773982 CANADA INC.**  
 Reporting period: **2019-01-01 to 2019-12-31**  
 Filing date: **2021-03-15**  
 Payment due date: **2020-03-31**

## GST/HST return summary

<b>Line 101</b>	Sales and other revenue	<b>\$125,320.00</b>
<b>Line 135</b>	Total GST/HST new housing rebates (included in line 108)	<b>\$0.00</b>
<b>Line 136</b>	Deduction for pension rebate amount (included in line 108)	<b>\$0.00</b>
<b>Line 105</b>	Total GST/HST and adjustments for period	<b>\$16,292.00</b>
<b>Line 108</b>	Total ITCs and adjustments	<b>\$12,433.00</b>
<b>Line 109</b>	Net tax	<b>\$3,859.00</b>
<b>Line 110</b>	Instalments and other annual filer payments	<b>\$0.00</b>
<b>Line 111</b>	Rebates (note: rebate forms must be mailed separately)	<b>\$0.00</b>
<b>Line 205</b>	GST/HST due on purchases of real property or purchases of emission allowances	<b>\$0.00</b>
<b>Line 405</b>	Other GST/HST to be self-assessed	<b>\$0.00</b>
<b>Line 114</b>	Refund claimed	<b>\$0.00</b>
<b>Line 115</b>	Amount owing	<b>\$3,859.00</b>

**Screen ID:** NF-09

**Version:** 2021-02-08

10

Government  
of CanadaGouvernement  
du Canada

## Canada Revenue Agency

[Logout](#)

# View and pay account balance

Payroll deduction account:

**861579233RP0001**

Business name:

**6317081 CANADA INC.**

The following account information is not a complete statement of account.

## Tax year balances

Select link to view detail

Tax year	(\$) Amount paid	(\$) Amount unpaid	(\$) T4 return amount	(\$) Balance adjustment	(\$) Balance
2021	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<a href="#">2020</a>	\$17,915.88 Cr	\$0.00	\$0.00	\$0.00	\$17,915.88 Cr
<a href="#">2019</a>	\$38,130.36 Cr	\$0.00	\$38,130.38 Dr	\$0.02 Cr	\$0.00
<a href="#">2018</a>	\$54,874.29 Cr	\$0.00	\$54,135.87 Dr	\$738.42 Dr	\$0.00
<a href="#">2017</a>	\$65,624.07 Cr	\$0.00	\$65,624.06 Dr	\$0.01 Dr	\$0.00
<a href="#">2016</a>	\$60,453.89 Cr	\$0.00	\$60,453.79 Dr	\$0.10 Dr	\$0.00
<a href="#">2015</a>	\$53,828.82 Cr	\$0.00	\$53,828.81 Dr	\$0.01 Dr	\$0.00
<a href="#">2014</a>	\$34,031.66 Cr	\$0.00	\$34,031.60 Dr	\$0.06 Dr	\$0.00
<a href="#">2013</a>	\$47,007.02 Cr	\$0.00	\$47,007.06 Dr	\$0.04 Cr	\$0.00

**Note:** The outstanding balance below may not reflect the total amount owing, see [View and pay Canada Emergency Wage Subsidy \(CEWS\) balance](#) for additional payroll amounts.

## Arrears account balances

You have a credit balance: \$0.00

Select link to view detail

Tax year ⓘ	(\$) Amount owing ⓘ	(\$) Uncharged interest ⓘ	(\$) Law cost ⓘ
2021	\$0.00	\$0.00	\$0.00
<a href="#">2020</a>	\$0.00	\$0.00	
<a href="#">2019</a>	\$0.00	\$0.00	
<a href="#">2018</a>	\$0.00	\$0.00	
<a href="#">2017</a>	\$0.00	\$0.00	
<a href="#">2016</a>	\$0.00	\$0.00	
<a href="#">2015</a>	\$0.00	\$0.00	
<a href="#">2014</a>	\$0.00	\$0.00	
<a href="#">2013</a>	\$0.00	\$0.00	
<b>Total</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

## Need assistance or want to make a payment?

If you need assistance, [request a call back](#).

For payment options, see [Make a payment](#).

Note: Electronic payments will be applied to your account in approximately 48 hours. It may take longer to process payments mailed or made at financial institutions.

**Screen ID:** B-RP-AB-01

**Date modified:** 2020-10-19

1

1

**André A. Ducasse**  
Partner

Direct line: 613.782.3225

Email address: [aducasse@solowaywright.com](mailto:aducasse@solowaywright.com)

FILE NO: 52064-1008

**BY EMAIL**

March 18, 2021

John Haralovich  
MNP Ltd.  
1600 Carling Avenue, Suite 800  
Ottawa, ON K1Z 1G3

Dear Mr. Haralovich:

**Re: In the Matter of the Receivership of 6773982 Canada Inc. ("677 Inc.") and 6317081 Canada Inc. ("631 Inc.") (collectively, the "Debtors")**

We confirm your instructions for us to review and provide an opinion to MNP Ltd. in its capacity as Court-appointed receiver (the "**Receiver**") of the Debtors with respect to the real and personal property security granted by the Debtors to The Bank of Nova Scotia ("**BNS**" or the "**Bank**") in relation to the proposed sale by the Receiver of the following lands and premises (the "**Real Property**"), municipally known as 276 Sunnyside Avenue, Ottawa, Ontario:

1. PT LT 53, PL 118266, AS IN NS111883; OTTAWA / NEPEAN

**DOCUMENTS REVIEWED**

In preparing this opinion we have reviewed the following documentation:

1. BNS Commitment Letter issued to 677 Inc., dated June 16, 2017, and BNS Letter Amending Agreement, dated April 3, 2018;
2. BNS Commitment Letter issued to 631 Inc., dated June 16, 2017, and BNS Letter Amending Agreement, dated April 3, 2018;

---

**Ottawa Office**

700 – 427 Laurier Avenue West, Ottawa ON K1R 7Y2  
T: 613.236.0111 | 1.866.207.5880 | F: 613.238.8507

**Kingston Office**

510 – 366 King Street, Kingston ON K7K 6Y3  
T: 613.544.7334 | 1.800.263.4257 | F: 1.800.263.4213

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3. BNS General Security Agreement signed by 677 Inc., dated July 18, 2017 (the “677 GSA”);
4. BNS General Security Agreement signed by 631 Inc., dated July 18, 2017 (the “631 GSA”);
5. Uncertified search results of the *Personal Property Security Act* (“PPSA”) registry against the Debtors current to March 17, 2021;
6. Parcel Register for the Real Property along with the Instruments referred to below;
7. The corporate profile reports for each of the Debtors; and
8. The Receivership Order issued by the Honourable Mr. Justice Roger on November 10, 2020 (the “Appointing Order”).

### **ASSUMPTIONS AND QUALIFICATIONS**

The opinions and comments herein are subject to the assumptions and qualifications set out in Schedule “A” attached hereto.

### **THE REAL PROPERTY SECURITY**

The Debtors provided the following security to the Bank in relation to the Real Property:

Charge/Mortgage against title to the Real Property granted by 677 Inc. to BNS in the principal amount of \$975,000 and registered with Land Registry Office #4 as Instrument No. OC1917823 on August 10, 2017 (the “Mortgage”).

The parcel register for the Real Property, a copy of which is attached, confirms that the Mortgage and the Appointing Order are the only encumbrance on title to the Real Property.

### **THE PERSONAL PROPERTY SECURITY**

The Debtors provided the 677 GSA and the 631 GSA as security to BNS.

#### **The 677 GSA**

We have reviewed the 677 GSA and it is enforceable on its face with attachment having occurred pursuant to the 677 GSA and the provisions of the PPSA, and upon funds or credit being advanced by the Bank to the Debtors.

The GSA granted the Bank a continuing security interest in the present and after acquired undertakings and personal property of 677 Inc., including in, *inter alia*, all equipment, inventory, accounts, money and all proceeds thereof.

A review of the PPSA search results with respect to the 677 Inc. current to March 17, 2021 and as detailed below confirms that the security interest created by the 677 GSA was perfected by registration pursuant to the PPSA on July 21, 2017 (and currently expires on July 21, 2022):

DATE (FILE NUMBER)	SECURED CREDITOR	COLLATERAL	DESCRIPTION
2017/07/21 (730087524)	The Bank of Nova Scotia	Inventory, Equipment, Accounts, Other, Motor Vehicle	

We note that there are no PPSA registrations on behalf of any governmental agencies or with respect to any potential priority payables.

We enclose herewith a copy of the above search results of the PPSA registry for your file.

### The 631 GSA

We have also reviewed the 631 GSA and it is enforceable on its face with attachment having occurred pursuant to the 631 GSA and the provisions of the PPSA, and upon funds or credit being advanced by the Bank to the Debtors.

The 631 GSA granted the Bank a continuing security interest in the present and after acquired undertakings and personal property of 631 Inc., including in, *inter alia*, all equipment, inventory, accounts, money and all proceeds thereof.

A review of the PPSA search results with respect to 631 Inc. current to March 17, 2021 and as detailed below confirms that the security interest created by the 631 GSA was perfected by registration pursuant to the PPSA on July 24, 2021 (and currently expires on July 24, 2022):

DATE (FILE NUMBER)	SECURED CREDITOR	COLLATERAL	DESCRIPTION
2017/07/24 (730108629)	The Bank of Nova Scotia	Inventory, Equipment, Accounts, Other, Motor Vehicle	

We note that there are no PPSA registrations on behalf of any governmental agencies or with respect to any potential priority payables.

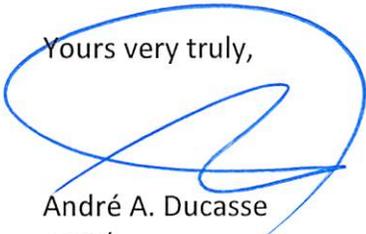
We enclose herewith a copy of the above search results of the PPSA registry for your file.

**OPINION/SUMMARY**

Subject to the qualifications set out above and pursuant to the assumptions and qualifications attached hereto as Schedule "A" we provide the following opinion:

1. The Appointing Order expressly entitles the Receiver to deal with and sell the Real Property.
2. The Mortgage is registered on title to the Real Property and creates an enforceable first-ranking charge as against the Real Property and the Debtors, subject to the Receiver's Charge and the Receiver's Borrowing Charge contained in the Appointing Order.
3. The 677 GSA creates an attached and perfected first-ranking security interest and is enforceable as against 677 Inc. and the Receiver, subject to the Receiver's Charge and the Receiver's Borrowing Charge under the Appointing Order.
4. The 631 GSA creates an attached and perfected first-ranking security interest and is enforceable as against 631 Inc. and the Receiver, subject to the Receiver's Borrowing Charge under the Appointing Order.

Yours very truly,



André A. Ducasse  
AAD/rrc

## SCHEDULE "A"

### ASSUMPTIONS

#### **A. Authenticity, Accuracy and Capacity**

We have assumed the genuineness of all signatures, the legal capacity of any person signing any of the loan and security documents (the "Documents") and the authenticity and completeness of all Documents submitted to us as copies thereof. We have also assumed the accuracy and currency of all filing and registration systems maintained at the public offices where we have searched or inquired and the reliability of all such search results. We have also assumed that the debtors have the requisite capacity to enter into and perform their obligations under each of the Documents and that they were duly executed and delivered.

#### **B. Security Documents, Existence of Debt and Security**

We have assumed that none of the Documents has been assigned, released, discharged or otherwise impaired by the lender and there are no agreements (other than the Documents) between the debtors and the lender that are relevant to the matters set out in this letter. We have also assumed that none of the assets charged by the security agreements are property for which conflicts rules provide that charges or security interests in such property are governed by the laws of a jurisdiction other than the Province of Ontario. We have also assumed that:

- (a) value has been given by the lender to the debtors and payment and other obligations remain outstanding by the debtors to the lender;
- (b) the Documents were duly executed and delivered by the debtors, and were issued for valuable consideration and that all of the conditions precedent contained in each of the Documents was satisfied or waived;
- (c) attachment of the security interests constituted by the Documents has occurred within the meaning of the PPSA, and the collateral subject to the security agreements does not include consumer goods (as defined in the PPSA);
- (d) the debtors have an interest in the collateral subject to each of the Documents;
- (e) if any obligation under any of the Documents is to be performed in any jurisdiction outside the Province of Ontario, its performance will not be illegal or unenforceable under the laws of that other jurisdiction;
- (f) we have relied, without verification, upon matters of fact certified by public officials; and
- (g) any security assigned was done so with proper and legal notice to the debtors.

#### **C. Factual Matters**

We have assumed that no fact exists, or has existed, which would entitle the debtors to assert or obtain a remedy at law or in equity affecting the validity, legality, binding effect or enforceability of any of the Documents.

#### **D. Entire Agreement**

We have assumed that there is no written or oral agreement or other understanding and there is no course of conduct or prior dealing, which would vary the interpretation or application of any term or condition of any of the Documents, and there have been no amendments, restatements, deletions or other modifications to any of the Documents.

#### **E. Choice of Laws**

We have assumed that the governing law of each of the Documents is the law of the Province of Ontario.

### QUALIFICATIONS

#### **A. Title**

We express no opinion concerning title to any property that proposes to be subject to any security constituted by the Documents and such title has been assumed to express the opinion contained herein. We have not conducted

any *Planning Act* (Ontario) searches in respect of adjoining owners or with respect to compliance with the said Act or with respect to any mortgage security's compliance with the said Act.

## **B. Enforceability**

All opinions that relate to the enforceability of the Documents, including their validity, legality and binding effect are subject to:

- (a) applicable bankruptcy, insolvency, winding up, arrangement, liquidation, fraudulent preference and conveyance, reorganization, moratorium and realization laws and other similar laws at the time affecting the rights and remedies of creditors generally;
- (b) equitable limitations on and defences against the availability of remedies and equitable principles of application to particular proceedings at law or in equity and no opinion is expressed regarding the availability of any equitable remedy (including specific performance and injunction), which remedies are only available at the discretion of a court;
- (c) the power of a court to grant relief from forfeiture, applicable laws regarding the limitation of actions, and the court's powers to stay proceedings and execution of judgments, and the court's discretion to decline to hear any action or give effect to an obligation;
- (d) limitations upon the right of a creditor to receive immediate payment of amounts stated to be payable on demand, and limitations upon the right of a party to enforce a provision based upon a minor or non-substantive default;
- (e) implied obligations requiring good faith, fair-dealing and reasonableness in performance and enforcement of a contract; and
- (f) the fact that a court may require that a debtor be given a reasonable time to repay following a demand for payment and prior to taking any action to enforce any right of repayment or before exercising any of the rights and remedies expressed to be exercisable in any of the Documents.

We express no opinion as to the enforceability of any provision of the Documents:

- (a) that purports to waive all defences which might be available to the grantor thereof;
- (b) that purports to exculpate the holder thereof, its agents or any receiver, manager or receiver-manager appointed by it from liability;
- (c) which provides that amendments or waivers in respect of the Documents that are not in writing will not be effective;
- (d) that requires any party to pay (or to indemnify in respect of) the costs and expenses of another party in connection with judicial proceedings given the Court's discretion to determine by whom and to what extent those costs are to be paid; and
- (e) provisions contained in the Documents that purport to sever any provision which is prohibited or unenforceable under applicable law without affecting the enforceability or validity of the remainder of that Document may be enforced only in the discretion of a court.

A receiver or receiver and manager appointed pursuant to the provisions of the Documents may, for certain purposes, be treated by a Court as being the agent of the holder thereof and not solely the agent of the grantor thereof, as applicable, and the holder thereof may not be deemed to be acting as the agent and attorney of such grantor in making such appointment, notwithstanding any agreement to the contrary.

## **C. Security Interests and Registrations**

We express no opinion as to whether a security interest may be created in property consisting of a receivable, license, approval, privilege, franchise, permit, lease or agreement, permits, quotas or licenses which are held by or issued to the debtors. We also express no opinion as to any security interest created by the Documents with respect to any property of the debtors that is transformed in such a way that it is not identifiable or traceable or any proceeds that are not identifiable or traceable.

**D. Collateral**

No opinion is given as to as to the priority of any security interest created by the Documents, as to whether the grantor of any Document has title to or any right in any collateral or property subject to the Documents, or as to the completeness or accuracy of any description of such collateral. Accordingly, no opinion is given as to the effectiveness of the security as security, where effectiveness depends on title or description of the property to be charged or assigned.

**E. Searches**

We have only searched against the debtors. Unless expressly stated to the contrary, we have not conducted any land titles or other searches with respect to encumbrances against real property or any interests therein or any statutory lien, Court registry or other searches. Further, unless expressly confirmed herein, we have made no other searches of any public registry or database.

**F. Choice of Law**

Our advice is limited to the laws of the Province of Ontario and the federal laws of Canada applicable therein.

**G. Maintaining Perfection and Priority**

We express no opinion with respect to maintaining perfection of any security interest created by any of the Documents. Unless expressly stated to the contrary, no opinion is expressed as to the rank or priority, or as to the effect of perfection or opposability to third parties on the rank or priority, of any security interest, mortgage or charge created by any of the Documents.

LAND  
 REGISTRY  
 OFFICE #4

04130-0064 (LT)

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

PROPERTY DESCRIPTION: PT LT 53, PL 118266 , AS IN NS111883 ; OTTAWA/NEPEAN

PROPERTY REMARKS:

ESTATE/QUALIFIER:  
 FEE SIMPLE  
 LT CONVERSION QUALIFIED

RECENTLY:  
 FIRST CONVERSION FROM BOOK 661

PIN CREATION DATE:  
 1996/11/18

OWNERS' NAMES  
 6773982 CANADA INC.

CAPACITY SHARE  
 ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
<p><b>**EFFECTIVE 2000/07/29 THE NOTATION OF THE "BLOCK IMPLEMENTATION DATE" OF 1996/11/18 ON THIS PIN**</b></p> <p><b>**WAS REPLACED WITH THE "PIN CREATION DATE" OF 1996/11/18**</b></p> <p><b>** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 1996/11/15 **</b></p> <p><b>**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:</b></p> <p><b>** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *</b></p> <p><b>** AND ESCHEATS OR FORFEITURE TO THE CROWN.</b></p> <p><b>** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF</b></p> <p><b>** IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY</b></p> <p><b>** CONVENTION.</b></p> <p><b>** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.</b></p> <p><b>**DATE OF CONVERSION TO LAND TITLES: 1996/11/18 **</b></p>						
NS128639	1981/08/27	TRANSFER		*** COMPLETELY DELETED ***	MASON, ALEX MASON, HELEN	
OC455144	2005/04/25	TRANSFER		*** COMPLETELY DELETED *** MASON, ALEX MASON, HELEN	SUNDIN, ANNA ELISABET	
REMARKS: PLANNING ACT STATEMENTS.						
OC455145	2005/04/25	CHARGE		*** COMPLETELY DELETED *** SUNDIN, ANNA ELISABET	ROYAL BANK OF CANADA	
OC777402	2007/09/26	CHARGE		*** COMPLETELY DELETED *** SUNDIN, ANNA ELISABET	RESMOR TRUST COMPANY	
OC789562	2007/10/29	DISCH OF CHARGE		*** COMPLETELY DELETED ***		

NOTE: ADJOINING 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 PICKED THEM ALL UP.

LAND  
 REGISTRY  
 OFFICE #4

04130-0064 (LT)

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
		REMARKS: RE: OC455145		ROYAL BANK OF CANADA		
OC1167203	2010/10/04	CHARGE		*** COMPLETELY DELETED *** SUNDIN, ANNA ELISABET	FAGAN, JACK	
OC1345893	2012/03/28	TRANSFER OF CHARGE		*** COMPLETELY DELETED *** RESMOR TRUST COMPANY	COMPUTERSHARE TRUST COMPANY OF CANADA	
		REMARKS: OC777402.				
OC1390575	2012/07/26	DISCH OF CHARGE		*** COMPLETELY DELETED *** FAGAN, JACK		
		REMARKS: OC1167203.				
OC1390608	2012/07/26	TRANSFER	\$636,500	SUNDIN, ANNA ELISABET	6773982 CANADA INC.	C
		REMARKS: PLANNING ACT STATEMENTS				
OC1390609	2012/07/26	CHARGE		*** COMPLETELY DELETED *** 6773982 CANADA INC.	THE TORONTO-DOMINION BANK	
OC1397570	2012/08/14	DISCH OF CHARGE		*** COMPLETELY DELETED *** COMPUTERSHARE TRUST COMPANY OF CANADA		
		REMARKS: OC777402.				
OC1522801	2013/09/26	CHARGE		*** COMPLETELY DELETED *** 6773982 CANADA INC.	MAGENTA III MORTGAGE INVESTMENT CORPORATION	
OC1522802	2013/09/26	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** 6773982 CANADA INC.	MAGENTA III MORTGAGE INVESTMENT CORPORATION	
		REMARKS: OC1522801.				
OC1584789	2014/06/02	TRANSFER OF CHARGE		*** DELETED AGAINST THIS PROPERTY *** MAGENTA III MORTGAGE INVESTMENT CORPORATION	MAGENTA CAPITAL CORPORATION MAGENTA III MORTGAGE INVESTMENT LIMITED PARTNERSHIP	
		REMARKS: OC1522801 CORRECTIONS: PARTY TO NAME:MAGENTA III MORTGAGE INVESTMENT LIMITED PARTNERSHIP ADDED ON 2014/06/12 BY CARCHIDI, NATALIE.				
OC1616770	2014/09/04	CHARGE		*** COMPLETELY DELETED *** 6773982 CANADA INC.	EQUITABLE BANK	
OC1616771	2014/09/04	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** 6773982 CANADA INC.	EQUITABLE BANK	
		REMARKS: OC1616770				

NOTE: ADJOINING 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 PICKED THEM ALL UP.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
OC1616915	2014/09/05	DISCH OF CHARGE		*** COMPLETELY DELETED *** MAGENTA CAPITAL CORPORATION MAGENTA III MORTGAGE INVESTMENT LIMITED PARTNERSHIP		
	REMARKS: OC1522801.					
OC1627477	2014/10/10	DISCH OF CHARGE		*** COMPLETELY DELETED *** THE TORONTO-DOMINION BANK		
	REMARKS: OC1390609.					
OC1917823	2017/08/10	CHARGE	\$975,000	6773982 CANADA INC.	THE BANK OF NOVA SCOTIA	C
OC1947056	2017/11/06	DISCH OF CHARGE		*** COMPLETELY DELETED *** EQUITABLE BANK		
	REMARKS: OC1616770.					
OC2295887	2020/12/18	APL COURT ORDER		ONTARIO SUPERIOR COURT OF JUSTICE	MNP LTD.	C

**Properties**

*PIN* 04130 - 0064 LT *Interest/Estate* Fee Simple  
*Description* PT LT 53, PL 118266 , AS IN NS111883 ; OTTAWA/NEPEAN  
*Address* 276 SUNNYSIDE AVE  
 OTTAWA

**Chargor(s)**

The chargor(s) hereby charges the land to the chargee(s). The chargor(s) acknowledges the receipt of the charge and the standard charge terms, if any.

*Name* 6773982 CANADA INC.  
*Address for Service* 276 Sunnyside Ave,  
 Ottawa, Ontario, K1S 0R8

I, Neil Priel, President, have the authority to bind the corporation.  
 This document is not authorized under Power of Attorney by this party.

**Chargee(s)**

*Capacity*

*Share*

*Name* THE BANK OF NOVA SCOTIA  
*Address for Service* 119 Queen Street,  
 6th Floor,  
 Ottawa, ON,  
 K1P 6L8

**Provisions**

*Principal* \$975,000.00 *Currency* CDN  
*Calculation Period*  
*Balance Due Date*  
*Interest Rate* Prime + 6.0%  
*Payments*  
*Interest Adjustment Date*  
*Payment Date* Payable on Demand  
*First Payment Date*  
*Last Payment Date*  
*Standard Charge Terms* 200012  
*Insurance Amount* See standard charge terms  
*Guarantor* 6317081 Canada Inc.

**Signed By**

Jason David Peyman 710-1600 Scott St. acting for Signed 2017 08 10  
 Ottawa Chargor(s)  
 K1Y 4N7

Tel 613-722-1500  
 Fax 613-722-7677

I have the authority to sign and register the document on behalf of the Chargor(s).

**Submitted By**

MANN LAWYERS LLP 710-1600 Scott St. 2017 08 10  
 Ottawa  
 K1Y 4N7

Tel 613-722-1500  
 Fax 613-722-7677

**Fees/Taxes/Payment**

*Statutory Registration Fee* \$63.35  
*Total Paid* \$63.35

LRO # 4 Charge/Mortgage

Registered as OC1917823 on 2017 08 10 at 12:53

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 2 of 2

**File Number**

Chargee Client File Number :

171582

PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
SEARCH RESULTS

Date Search Conducted: 3/18/2021  
File Currency Date: 03/17/2021  
Family(ies): 1  
Page(s): 1

SEARCH : Business Debtor : 6317081 CANADA INC.

The attached report has been created based on the data received by Cyberbahn from the Province of Ontario, Ministry of Government Services. No liability is assumed by Cyberbahn regarding its correctness, timeliness, completeness or the interpretation and use of the report. Use of the Cyberbahn service, including this report is subject to the terms and conditions of Cyberbahn's subscription agreement.

PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
SEARCH RESULTS

Date Search Conducted: 3/18/2021  
File Currency Date: 03/17/2021  
Family(ies): 1  
Page(s): 1

SEARCH : Business Debtor : 6317081 CANADA INC.

FAMILY : 1 OF 1 ENQUIRY PAGE : 1 OF 1  
SEARCH : BD : 6317081 CANADA INC.

00 FILE NUMBER : 730108629 EXPIRY DATE : 24JUL 2022 STATUS :  
01 CAUTION FILING : PAGE : 01 OF 001 MV SCHEDULE ATTACHED :  
REG NUM : 20170724 1042 1529 9424 REG TYP: P PPSA REG PERIOD: 5  
02 IND DOB : IND NAME:  
03 BUS NAME: 6317081 CANADA INC

04 ADDRESS : 276 SUNNYSIDE AVENUE OCN :  
CITY : OTTAWA PROV: ON POSTAL CODE: K1S 0R8  
05 IND DOB : IND NAME:  
06 BUS NAME: OCN :

07 ADDRESS :  
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :  
THE BANK OF NOVA SCOTIA

09 ADDRESS : 20 QUEEN ST WEST 4TH FLOOR  
CITY : TORONTO PROV: ON POSTAL CODE: M5H 3R3  
CONS. MV DATE OF OR NO FIXED  
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE  
10 X X X X X  
YEAR MAKE MODEL V.I.N.

11  
12  
GENERAL COLLATERAL DESCRIPTION  
13  
14  
15

16 AGENT: D+H LIMITED PARTNERSHIP  
17 ADDRESS : SUITE 200, 4126 NORLAND AVENUE  
CITY : BURNABY PROV: BC POSTAL CODE: V5G 3S8

PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
SEARCH RESULTS

Date Search Conducted: 3/18/2021  
File Currency Date: 03/17/2021  
Family(ies): 1  
Page(s): 1

SEARCH : Business Debtor : 6773982 CANADA INC.

The attached report has been created based on the data received by Cyberbahn from the Province of Ontario, Ministry of Government Services. No liability is assumed by Cyberbahn regarding its correctness, timeliness, completeness or the interpretation and use of the report. Use of the Cyberbahn service, including this report is subject to the terms and conditions of Cyberbahn's subscription agreement.

PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
SEARCH RESULTS

Date Search Conducted: 3/18/2021  
File Currency Date: 03/17/2021  
Family(ies): 1  
Page(s): 1

SEARCH : Business Debtor : 6773982 CANADA INC.

FAMILY : 1 OF 1 ENQUIRY PAGE : 1 OF 1  
SEARCH : BD : 6773982 CANADA INC.

00 FILE NUMBER : 730087524 EXPIRY DATE : 21JUL 2022 STATUS :  
01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :  
REG NUM : 20170721 1730 1532 9495 REG TYP: P PPSA REG PERIOD: 5  
02 IND DOB : IND NAME:  
03 BUS NAME: 6773982 CANADA INC

OCN :  
04 ADDRESS : 276 SUNNYSIDE AVENUE  
CITY : OTTAWA PROV: ON POSTAL CODE: K1S 0R8  
05 IND DOB : IND NAME:  
06 BUS NAME:

OCN :  
07 ADDRESS :  
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :  
THE BANK OF NOVA SCOTIA

09 ADDRESS : 20 QUEEN ST WEST 4TH FLOOR  
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10 X X X X X  
YEAR MAKE MODEL V.I.N.

11  
12  
GENERAL COLLATERAL DESCRIPTION  
13  
14  
15

16 AGENT: CSRS  
17 ADDRESS : 4126 NORLAND AVE  
CITY : BURNABY PROV: BC POSTAL CODE: V5G 3S8

12

March 12, 2021

6773982 Canada Inc.  
 811 Fleming Ave  
 Ottawa, Ontario  
 Canada  
 K1G 2Y8

Re: **Payout of 6773982 Canada Inc.**  
**Reference # LPO210312-0006 – Case: BSCS210311-0391**

As requested, the projected payout figures as of **March 15, 2021** inclusive are as follows:

**Loan Account(s):**

Loan #	Loan Facility #:	Currency (CAD/USD)	Loan Type:	Principal	Interest	Per Diem	Interest Rate	Total Outstanding
478860001072	02	CAD	Operator	\$20,000.00	\$416.39	\$4.08	7.450%	\$20,416.39
478860001072	03	CAD	Term	\$759,227.28	\$18,233.42	\$97.14	4.670%	\$777,460.70
<b>Subtotal Loan Outstanding Amount CAD</b>								<b>\$797,877.09</b>

Payout figure on the Operating Facility is subject to change based on the availability of the client to borrow.

**Loan Payment Amount and Due Date:**

Loan #	Loan Facility #:	Currency (CAD/USD)	** Principal Amount	Payment Due Date yyyy-mm-dd	Payment Amount
478860001072	02	CAD	\$20,000.00		\$0.00
478860001072	03	CAD	\$759,227.28		\$0.00

\*\* For each loan and its respective facility, please find above the outstanding principal amount which is valid until the next scheduled payment due date.

**Business Credit Card Account (s):**

Business Credit Card Account #	Business Card Type	Currency (CAD/USD)	Payout Amount
4538280650982	ScotiaLine for business VISA	CAD	\$0.00
<b>Subtotal Credit Card Amount CAD</b>			<b>\$0.00</b>

Payout figure on the Visa Facility is subject to change based on the availability of the client to borrow.

For the ScotiaLine for Business Visa Card, additional funds might be required after payout for transactions that have not been posted yet. You will undertake to cancel all pre-authorized payments that were set up with the Visa.

**Please note the following:**

- If there is a change in Prime rate the per diem will change. The current rate respectively is 2.450%.
- Upon receipt of funds to close the credit facilities, we undertake to discharge our security, including the collateral mortgage.
- As this payout requires a discharge of Real Estate Security, please provide our office with an "Acknowledgement and Direction to Discharge" or equivalent, which will be executed on behalf of the Bank and returned to you for registration as applicable.

**Fees:**

Document Execution Fee: \$ 50.00

<b>Total Projected Payout Amounts</b>	
<b>Total Payout Amount CAD</b>	<b>\$797,927.09</b>

Remittance of funds instructions:

**CAD TRANSFERS** (If applicable)

Bank Name: The Bank of Nova Scotia  
Business Service Centre  
Tahoe B Hub  
4715 Tahoe Blvd, Mississauga, ON L4W 0B4  
SWIFT: NOSCCATT  
Bank Number: 002  
Transit # & Account #: 47886 (Transit number is account number)  
Beneficiary Name: The Bank of Nova Scotia  
Payments Detail/Reference: **Payouts – Service - Processing**  
**6773982 Canada Inc.– Loan Payout**

**Bank Draft/Certified Cheque:**

Please remit to your local Scotiabank branch

**Internal use:**

DIGITAL COURIER  
Transit: 06502  
Payments Detail/Reference: Task Type: Payout- Task Reason: Payout

We (6773982 Canada Inc.) authorize the Bank of Nova Scotia to debit our account:

Account Number: \_\_\_\_\_  
Account Name: (6773982 Canada Inc.) for CAD \$ \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Should you have any questions, please contact Joan Keizer at the Business Service Centre at 1-888-855-1234 quoting our reference number above.

Thank you,  
BSC Payouts Team

13

March 12, 2021

6317081 Canada Inc. Glebe Reggio Centre  
 1944 Ronald Avenue  
 Ottawa, Ontario  
 Canada  
 K1H 5H9

**Re: Payout of 6317081 Canada Inc. Glebe Reggio Centre**  
**Reference # LPO210312-0005 – Case: BSCS210311-0391**

As requested, the projected payout figures as of **March 15, 2021** inclusive are as follows:

**Loan Account(s):**

Loan #	Loan Facility #:	Currency (CAD/USD)	Loan Type:	Principal	Interest	Per Diem	Interest Rate	Total Outstanding
478860003484	02	CAD	Term	\$49,500.00	\$177.79	\$4.68	3.450%	\$49,677.79
<b>Subtotal Loan Outstanding Amount CAD</b>								<b>\$49,677.79</b>

Payout figure on the Operating Facility is subject to change based on the availability of the client to borrow.

**Loan Payment Amount and Due Date:**

Loan #	Loan Facility #:	Currency (CAD/USD)	** Principal Amount	Payment Due Date yyyy-mm-dd	Payment Amount
478860003484	02	CAD	\$49,500.00		\$0.00

\*\* For each loan and its respective facility, please find above the outstanding principal amount which is valid until the next scheduled payment due date.

**Business Credit Card Account (s):**

Business Credit Card Account #	Business Card Type	Currency (CAD/USD)	Payout Amount
4537500010976317	Scotiabank VISA Business Card	CAD	\$0.00
<b>Subtotal Credit Card Amount CAD</b>			<b>\$0.00</b>

Payout figure on the Visa Facility is subject to change based on the availability of the client to borrow.

For the Scotiabank Visa Business Card, additional funds might be required after payout for transactions that have not been posted yet. You will undertake to cancel all pre-authorized payments that were set up with the Visa.

**Please note the following:**

- If there is a change in Prime rate the per diem will change. The current rate respectively is 2.450%.
- Upon receipt of funds to close the credit facilities, we undertake to discharge our security, including the collateral mortgage.
- As this payout requires a discharge of Real Estate Security, please provide our office with an "Acknowledgement and Direction to Discharge" or equivalent, which will be executed on behalf of the Bank and returned to you for registration as applicable.

**Fees:**

- Document Execution Fee: \$ 50.00

<b>Total Projected Payout Amounts</b>	
<b>Total Payout Amount CAD</b>	<b>\$49,727.79</b>

Remittance of funds instructions:

**CAD TRANSFERS** (if applicable)

Bank Name: The Bank of Nova Scotia  
Business Service Centre  
Tahoe B Hub  
4715 Tahoe Blvd, Mississauga, ON L4W 0B4

SWIFT: NOSCCATT  
Bank Number: 002  
Transit # & Account #: 47886 (Transit number is account number)  
Beneficiary Name: The Bank of Nova Scotia  
Payments Detail/Reference: **Payouts – Service - Processing  
6317081 Canada Inc. Glebe Reggio Centre– Loan Payout**

**Bank Draft/Certified Cheque:**

Please remit to your local Scotiabank branch

**Internal use:**

DIGITAL COURIER  
Transit: 06502  
Payments Detail/Reference: Task Type: Payout- Task Reason: Payout

We (6317081 Canada Inc. Glebe Reggio Centre) authorize the Bank of Nova Scotia to debit our account:

Account Number: \_\_\_\_\_

Account Name: (6317081 Canada Inc. Glebe Reggio Centre) for CAD \$ \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Should you have any questions, please contact Joan Keizer at the Business Service Centre at 1-888-855-1234 quoting our reference number above.

Thank you,  
BSC Payouts Team

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**MNP LTD., RECEIVER RE:  
6773982 CANADA INC. AND 6317081 CANADA INC.**

**INTERIM STATEMENT OF CASH RECEIPTS AND DISBURSEMENTS  
FOR THE PERIOD NOVEMBER 20, 2020 TO MARCH 15, 2021**

	<b>Current</b>	<b>Projected</b>
<b>Receipts:</b>		
Advance from secured creditor	\$ 20,000	\$ -
Sale of property	-	1,100,000
Corporate tax refund	4,026	4,026
Interest	-	-
	24,026	1,104,026
<b>Disbursements:</b>		
Filing fee	72	72
License fee	275	275
Insurance	5,546	5,546
Utilities	1,491	1,491
Change of locks	211	211
HST paid	790	6,510
Appraisal fees and expenses	4,906	4,906
Real estate commissions	-	44,000
Legal fees	-	-
Receiver fees and expenses	-	-
Payment to secured creditor	-	-
	13,291	63,011
<b>Excess of Receipts over Disbursements</b>	<b>\$ 10,735</b>	<b>\$ 1,041,015</b>
<b>Represented by:</b>		
City of Ottawa		\$ 4,995
Canada Revenue Agency		8,367
Bank of Nova Scotia		780,000
Funds held by the Receiver		<u>247,653</u>
		<b>\$ <u>1,041,015</u></b>