

*ONTARIO*  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST

IN THE MATTER OF AN APPLICATION PURSUANT TO THE RECIPROCAL  
ENFORCEMENT OF JUDGMENTS ACT, R.S.O. 1990, c. R.5

AND IN THE MATTER OF AN AMENDED ORDER OF THE SUPREME  
COURT OF NOVA SCOTIA ISSUED MARCH 22, 2013

B E T W E E N:

ESTATE OF MARLA BENNETT, MICHAEL BENNETT,  
LINDA BENNETT and LISA BENNETT

Plaintiffs

and

ISLAMIC REPUBLIC OF IRAN and  
IRANIAN MINISTRY OF INFORMATION AND SECURITY

Defendants

and

THE ATTORNEY GENERAL FOR CANADA

Intervener

A N D B E T W E E N:

EDWARD TRACY, by his Litigation Guardian Charles Murphy, ELIZABETH  
CICCIPIO-PULEO, estate of HELEN FAZIO, estate of DOMENIC CICIPPIO,  
DAVID B. CICIPPIO, ERIC R. CICIPPIO, RICHARD DENNIS CICIPPIO,  
THOMAS J. CICIPPIO, estate of PAUL V. CICIPPIO, ALLEN JOHN  
CICIPPIO, estate of ROSE ABELL, ANTHONY CICIPPIO, estate of  
ALEXANDER CICIPPIO, NICHOLAS B. CICIPPIO and estate of JOSEPH J.  
CICIPPIO JR.

Applicants

and

THE IRANIAN MINISTRY OF INFORMATION AND SECURITY,  
THE ISLAMIC REPUBLIC OF IRAN and  
THE IRANIAN REVOLUTIONARY GUARD CORP.

Respondents

CONFIDENTIAL FIFTH REPORT OF ALBERT GELMAN INC.

## IN ITS CAPACITY AS COURT-APPOINTED RECEIVER

(Dated February 8, 2019)

### I. INTRODUCTION

1. This is the Confidential Fifth Report to Court of Albert Gelman Inc. (“AGI”) in its capacity as Receiver (the “Receiver”), appointed pursuant to the Order of the Honourable Justice Hailey of the Ontario Superior Court of Justice, Commercial List, dated May 22, 2018 (the “Appointment Order”), without security, over the properties beneficially owned by the Islamic Republic of Iran (“Debtor”) with municipally known as 290 Sheppard Avenue West, Toronto, ON (hereinafter the “Toronto Property”), with legal title being held in the name of Farhangeiran Inc. (“Farhangeiran”) and 2 Robinson Avenue, Ottawa, ON (hereinafter the “Ottawa Property”), with legal title being held in the name of The Mobin Foundation (“Mobin”).

### II. SCOPE AND TERMS OF REFERENCE

2. This Confidential Fifth Report should be read together with the Receiver’s Fourth Report to Court dated February 8, 2019. Capitalized terms used and not otherwise defined herein have the same meanings ascribed to such terms in the Third Report.

3. Unless otherwise noted, all monetary amounts referenced herein are expressed in Canadian dollars.

### III. PURPOSE

4. This Confidential Fifth Report is prepared by the Receiver to provide the Court with a copy of the Disposition Process Report prepared by the Receiver’s realtor Cushman & Wakefield

Ottawa Inc., which is attached hereto as **Appendix “A”**. The Disposition Process Report includes a summary of all offers received in the Sales Process which are summarized hereinafter.

5. The Receiver provided a copy of its appraisal on the Ottawa Property dated October 9, 2018 in its Confidential Fourth Report. The appraiser valued the property at a range of \$20,000,000 to \$22,725,000.

#### IV. OFFERS TO PURCHASE

6. Offers to purchase the Ottawa Property were received from the following parties:

- (a) 11172765 Canada Inc. (the “**Purchaser**”);
- (b) University of Ottawa (“**U of O**”);
- (c) Shenkman Properties Company Limited (“**Shenkman**”);
- (d) Muci Acq Inc. (“**Minto**”); and
- (e) 561121 Ontario Inc. (“**Regional**”).

7. The following is a brief summary of the offers:

Offeror	First Deposit	Second Deposit	Remainder	Purchase Price
1. U of O	500,000	500,000	26,500,000	\$27,500,000
2. Purchaser	1,500,000	-	25,000,000	\$26,500,000
3. Shenkman	500,000	1,500,000	21,000,000	\$23,000,000
4. Minto	50,000	100,000	12,950,000	\$13,100,000
5. Regional	100,000	250,000	12,150,000	\$12,500,000

7. The purchase prices therefore ranged between \$12,500,00.00 to \$27,500,00.00 in circumstances where all offers were conditional upon a due diligence period for the benefit of the offerors with the exception of the offer submitted by the Purchaser. Its offer was unconditional in the amount of \$26,500,000.00.

8. The following is a brief summary of the offers highlighting only key points of differentiation, primarily purchase price and conditional period:

- (a) While more than the Purchaser's offer, U of O's Offer required a due diligence period of 30 days in circumstances where it did not agree to execute the environmental indemnity included in the Receiver's form of APS;
- (b) Shenkman's offer required a due diligence period of 15 days and was \$3,500,000 less than the Purchaser's offer;
- (c) Minto's Offer required reliance letters to be able to rely on and use the Phase I and II Environmental Site Assessment Reports and provided for a 30 day conditional period, subject to Minto's due diligence, and for an additional 180 days thereafter, subject to the fulfillment of additional conditions set out in its offer. This offer was \$13,400,000 less than the Purchaser's offer;
- (d) Regional's offer required a due diligence period of 90 days and was \$14,000,000 less than the Purchaser's offer; and
- (e) The Purchaser's offer was unconditional with no due diligence period and a prompt closing for \$26,500,000.

9. The Receiver considered the offers received from Minto and Regional to be too low for further consideration irrespective of the due diligence periods.

10. While U of O provided the highest offer at \$27,500,000.00, the offer was conditional on inspection of the property, including, environmental reports leaving uncertainty and anticipated delays. Given the current environmental condition of the Ottawa Property as confirmed by Pinchin, it was contemplated that the due diligence clause in U of O's offer may create further delays and negotiation of the purchase price. Moreover, the Receiver was concerned that if it commenced negotiations with U of O that it may reach out to their development and operating partners which the Receiver understood included the Purchaser. If that were to occur the same would have adverse impact on the sales process in the event negotiations fell through with U of O.

11. The four offers that required a due diligence period create a real potential risk for either the termination of the APS or a request for an abatement of the purchase price as a result of information that may be discovered during the due diligence process. The Purchaser's unconditional offer for \$26,500,000 is therefore considered to be the strongest as the Receiver is (i) receiving the highest price the open market has generated, (ii) without a due diligence period, (iii) with an expedited closing (iv) thereby entailing the lowest level of risk.


12. Noteworthy, following the bid date Cushman contacted representatives of the Purchaser to negotiate an improved offer. On January 22, 2019 the Purchaser submitted an improved unconditional offer in the amount of \$26,500,000, which the Receiver accepted. It paid the required deposit of \$1,500,000 within the required timeframe which is currently held in trust by the Receiver's counsel.

13. Appended hereto and marked as **appendices “B”, “C”, “D”, “E” and “F”** are copies of the offers received from each the Purchaser, U of O, Shenkman, Minto and Regional.

14. Based on the information contained in this report and the Receiver’s Fourth Report, the Receiver believes that the offer which it accepted from the Purchaser represents appropriate consideration for the Ottawa Property and recommends the court grant approval for the Receiver to complete the APS as accepted.

All of which is respectfully submitted this 8<sup>th</sup> day of February, 2019.

**ALBERT GELMAN INC., solely in its  
capacity as the Court-Appointed Receiver  
and not in its Personal**

Per:   
\_\_\_\_\_  
Bryan Gelman, *CIRP, LIT*

# Appendix "A"



# Disposition Process Report – 2 Robinson Avenue, Ottawa

Prepared for

**Albert Gelman Inc.**

January 31, 2019

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## 1. Marketing Efforts

Our marketing process consisted of a mix of direct marketing to qualified prospects, and broad public marketing.

Our direct marketing program consisted of several email blasts, which included an investment summary with salient details of the property, location details, and a confidentiality agreement. An initial blast we sent to a proprietary list of 908 recipients active in the commercial real estate industry, located in Canada and abroad. Of the initial blast, 40.1% of those that received the email opened it, well above the industry average of 14.8%. This initial blast was designed to provide initial awareness of the offering to the market. Those who signed a confidentiality agreement we provided access to a secure, Virtual Data Room (VDR) which contained additional information, including a Confidential Information Memorandum. Whereas the initial offering announcement offered a surface glimpse of the asset and opportunity, the confidential information package provides a further insight, providing thorough information on 2 Robinson Avenue, ground-level and aerial photographs, an overview of the micro- and macro-markets and enough physical, market, economic, and demographic information for a prospective investor to completely underwrite the opportunity. During this time, we also fielded and made direct contact with prospective purchasers. Copies of marketing materials attached hereto, as Schedule 'A'. Following setting the fixed bid date, a second blast was sent to the initial marketing list to communicate the date and time of the bid.

Concurrently, the property was listed on the Multiple Listing Service (MLS), providing public distribution of the opportunity, via the Realtor.ca website. Realtor.ca boasts over 240 million visits each year, REALTOR.ca provides listing information for residential, commercial and rental properties across Canada. Following setting the fixed bid date, the MLS listing was revised to reflect the fixed bid date.

40.1%

Email Open Rate

25.3%

*above industry average*

## 2. Interest

We received a high-level of interest in the property. In total, we received enquiries from 35 individuals, from which we received executed confidentiality agreements from 15 organizations.

Given the level of interest, and having received two offers in the first 10 days of the marketing period, in alignment with the approved marketing process, a fixed bid date was then set for January 10<sup>th</sup>.

On the bid date we received a resubmission from one of the initial bidders, along with four new bids. In total, six groups submitted offers on the property.

15

*CA's Signed*

6

*Offers Received*

### 3. Bid Summary

Bidder	Purchase Price	Deposits	Due Diligence Period	Closing
University of Ottawa	\$27,500,000	1 <sup>st</sup> : \$500,000 2 <sup>nd</sup> : \$500,000	30 days	10 business days from court approval
11172765 Canada Inc. (Place Doree)	\$22,360,000 (pre-bid offer) <b>\$25,180,000</b> <b>\$26,500,000</b> resubmitted	\$1,500,000	Firm	10 business days from court approval
Shenkman Properties Company Limited	\$23,000,000	1 <sup>st</sup> : \$500,000 2 <sup>nd</sup> : \$1,500,000	15 days	15 business days from court approval
MUCI ACQ Inc. (Minto)	\$13,100,000	1 <sup>st</sup> : \$50,000 2 <sup>nd</sup> : \$1,00,000	30 days	10 business days from court approval
561121 Ontario Inc. (The Regional Group)	\$12,500,000	1 <sup>st</sup> : \$100,000 2 <sup>nd</sup> : \$250,000	90 days	Later of 30 days following waiver of conditions or 10 business days following the Receiver obtaining the Approval & Vesting Order.
GNCR Developments (pre-bid offer, bid made prior to review of the VDR)	\$3,750,000	1 <sup>st</sup> : \$25,000 2 <sup>nd</sup> : \$75,000	January 20, 2019	March 8 <sup>th</sup> , 2019

#### 4. Process Timeline



## Schedule A – Marketing Material



#### Broker Contact Info

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2 Robinson Ave

# Development Opportunity

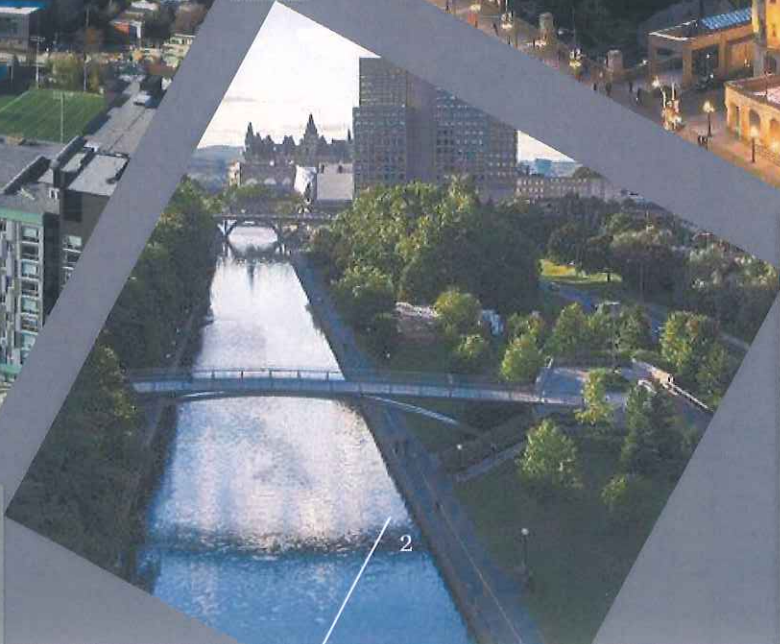
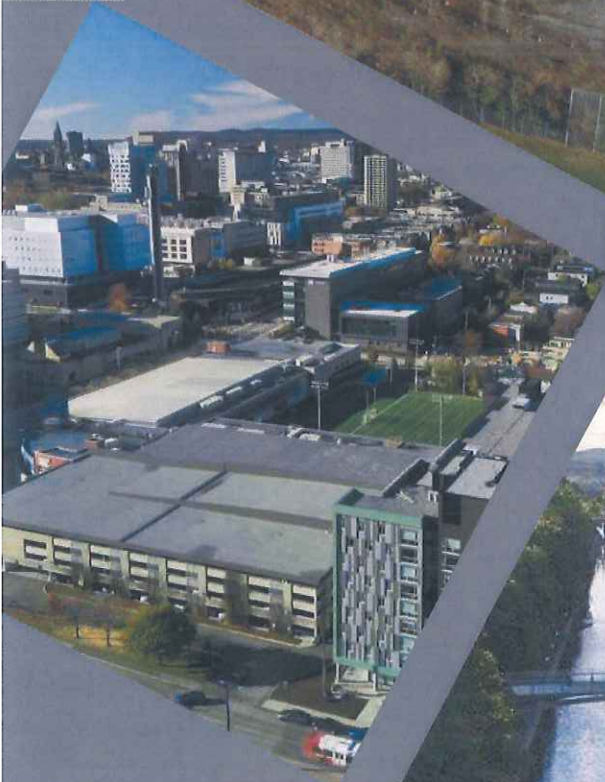
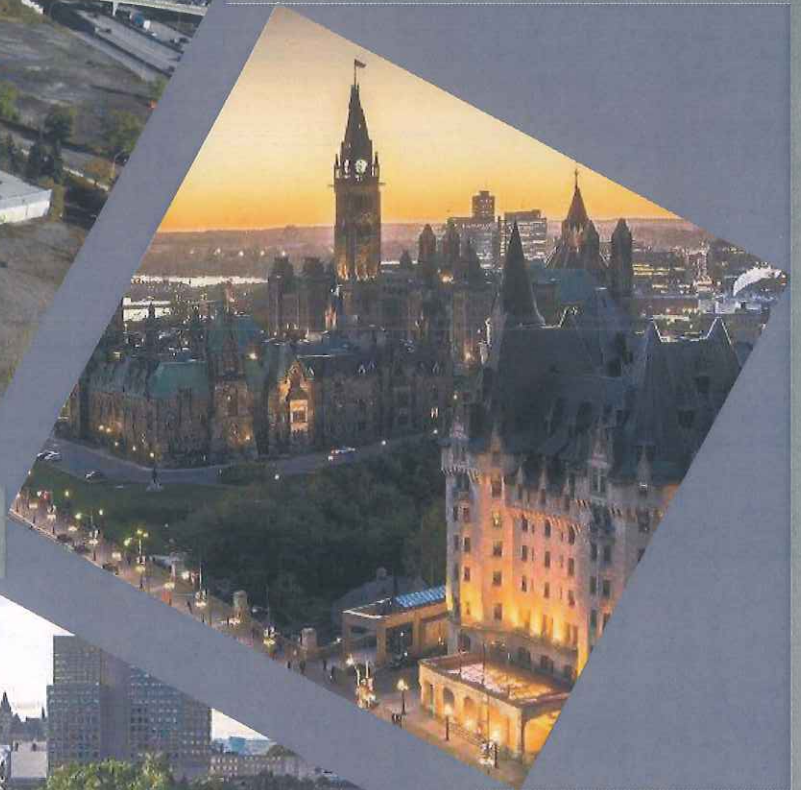
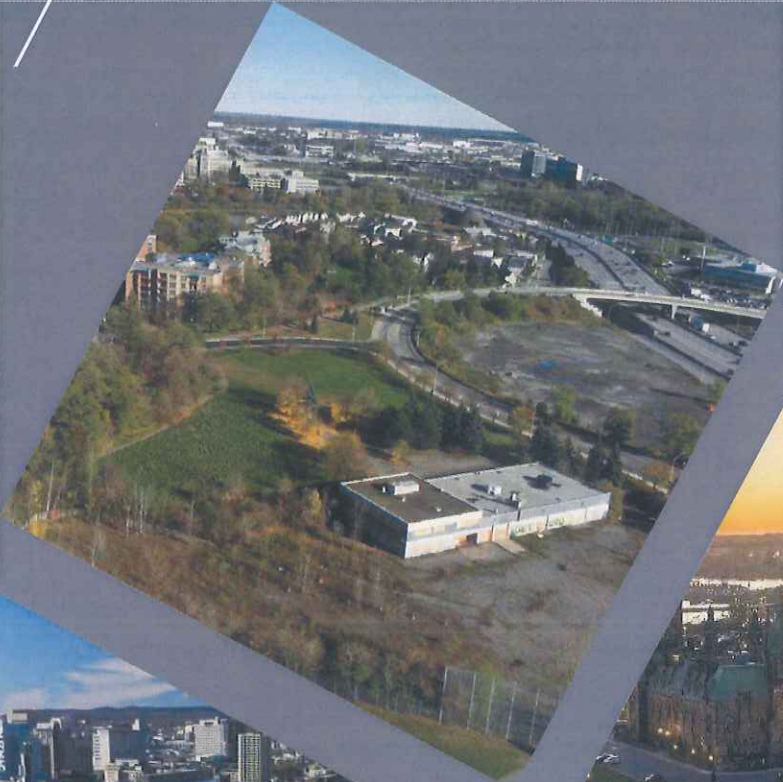
Ottawa ON



**CUSHMAN &  
WAKEFIELD**

Ottawa

# MEMORANDUM DISCLAIMER



This Confidential Information Memorandum ("Memorandum") is being delivered subject to the terms of the Confidentiality Agreement (the "Confidentiality Agreement") signed by you and constitutes part of the Confidential Information (as defined in the Confidentiality Agreement). The Confidential Information is being given to you for the sole purpose of evaluating the possible purchase of 2 Robinson Avenue, Ottawa, Ontario, Canada (the "Project"), and is not to be used for any other purpose or made available to any other party without the prior written consent of Albert Gelman Inc. (the "Vendor" or "Receiver"), or its exclusive broker, Cushman & Wakefield Ottawa (the "Advisor"). The Confidential Information contains select information about the Project and the real estate market but does not contain all the information necessary to evaluate the Project. Any projections or assumptions contained herein (or in any other Confidential Information) are for general reference only. All information provided, including but not limited to the Confidential Information, are based on assumptions relating to the overall economy and local competition, among other factors. Accordingly, actual results may vary materially from such projections. The various documents that have been summarized herein are simply to facilitate your review; these summaries are not intended to be a comprehensive statement of the terms or a legal analysis of such documents and neither the Advisor nor the Vendor guarantees its accuracy or completeness. As the Project is being offered for sale on an "As Is, Where Is" basis, all prospective purchasers or other party authorized by the prospective purchaser must make their own inquiries and carry out its own independent investigations, projections and conclusions regarding the purchase of the Project without reliance on this Memorandum or on any other Confidential Information provided. For clarity, although the Confidential Information may include engineering, environmental or other reports, all prospective purchasers should seek independent advice from their attorneys, accountants, engineers and environmental experts. Neither the Advisor nor the Vendor guarantees the accuracy or completeness of the information contained in this Memorandum or in any Confidential Information provided by the Advisor and/or the Vendor. The Vendor expressly reserves the right, at its sole discretion, to reject any offers or to terminate any negotiations with any party at any time with or without written notice. The Vendor shall have no legal commitment or obligations to any prospective purchaser other than as set out in an agreement of purchase and sale delivered and approved by the Vendor and any conditions to the Vendor's obligations thereunder have been satisfied or waived. The Vendor has retained the Advisor as its exclusive broker and the Vendor is responsible for any commission due to the Advisor in connection with a transaction relating to the Project pursuant to a separate agreement. Each prospective purchaser will be responsible for any claims for commissions by any other broker they engage/retain in connection with the purchase of the Project, and will protect, defend, indemnify and hold the Vendor and Advisor harmless from and against any and all liabilities and expenses in connection therewith. The Advisor is not authorized to make any representations and does not have authority to bind the Vendor. This Memorandum is the property of the Vendor and shall only be released to parties approved by the Vendor and may be used by those parties only within the parameters of the Permitted Use as such term is defined in the Confidentiality Agreement and as approved by the Vendor. No portion of this Memorandum may be copied or otherwise reproduced or disclosed to anyone except as permitted under the Confidentiality Agreement.

An aerial photograph of a campus featuring a large green field, several multi-story brick buildings, and a road with a curved driveway. The scene is framed by a white geometric outline. The text "TABLE OF CONTENTS" is centered over the field.

# TABLE OF CONTENTS



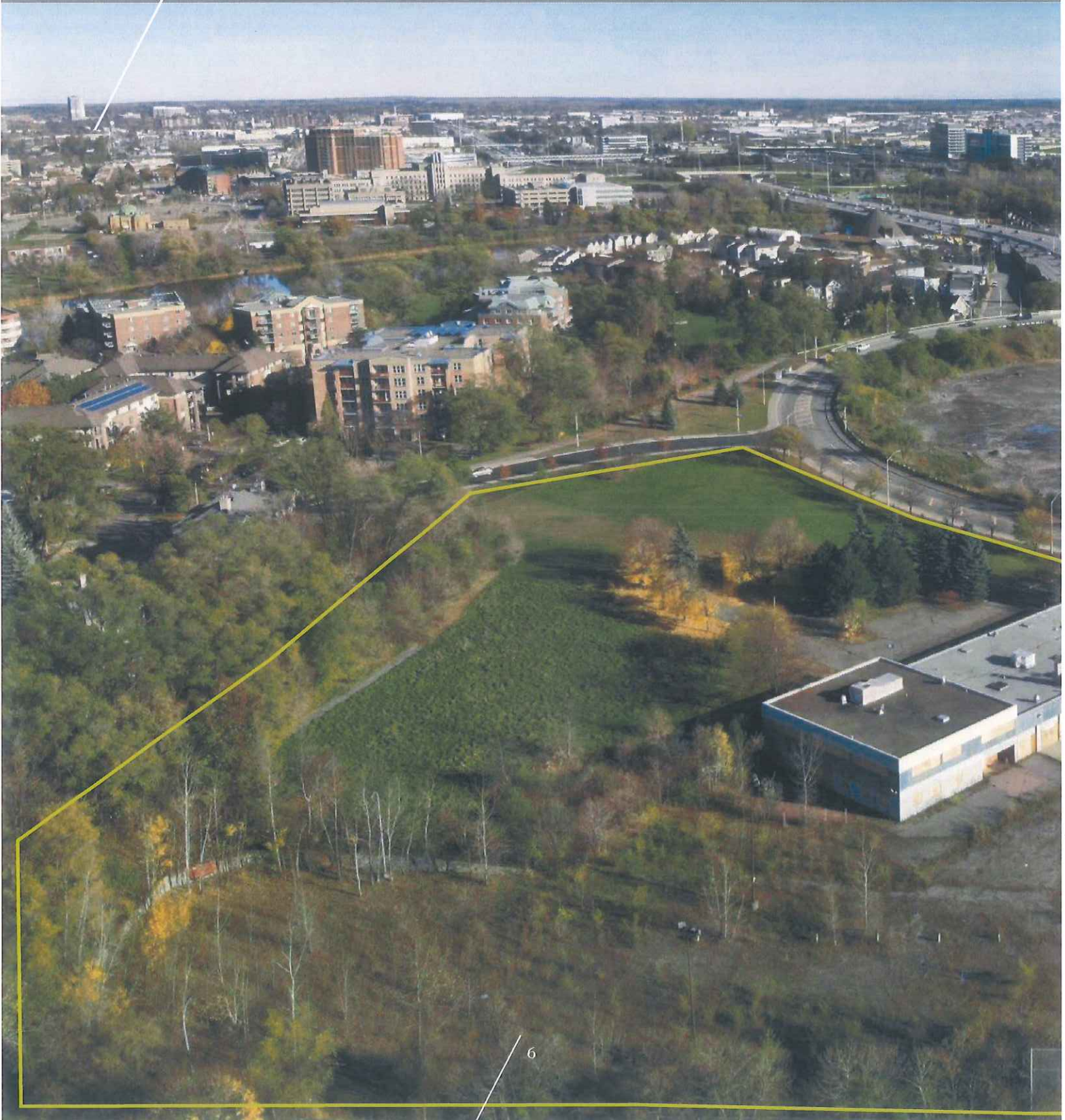
**6** Property Highlights

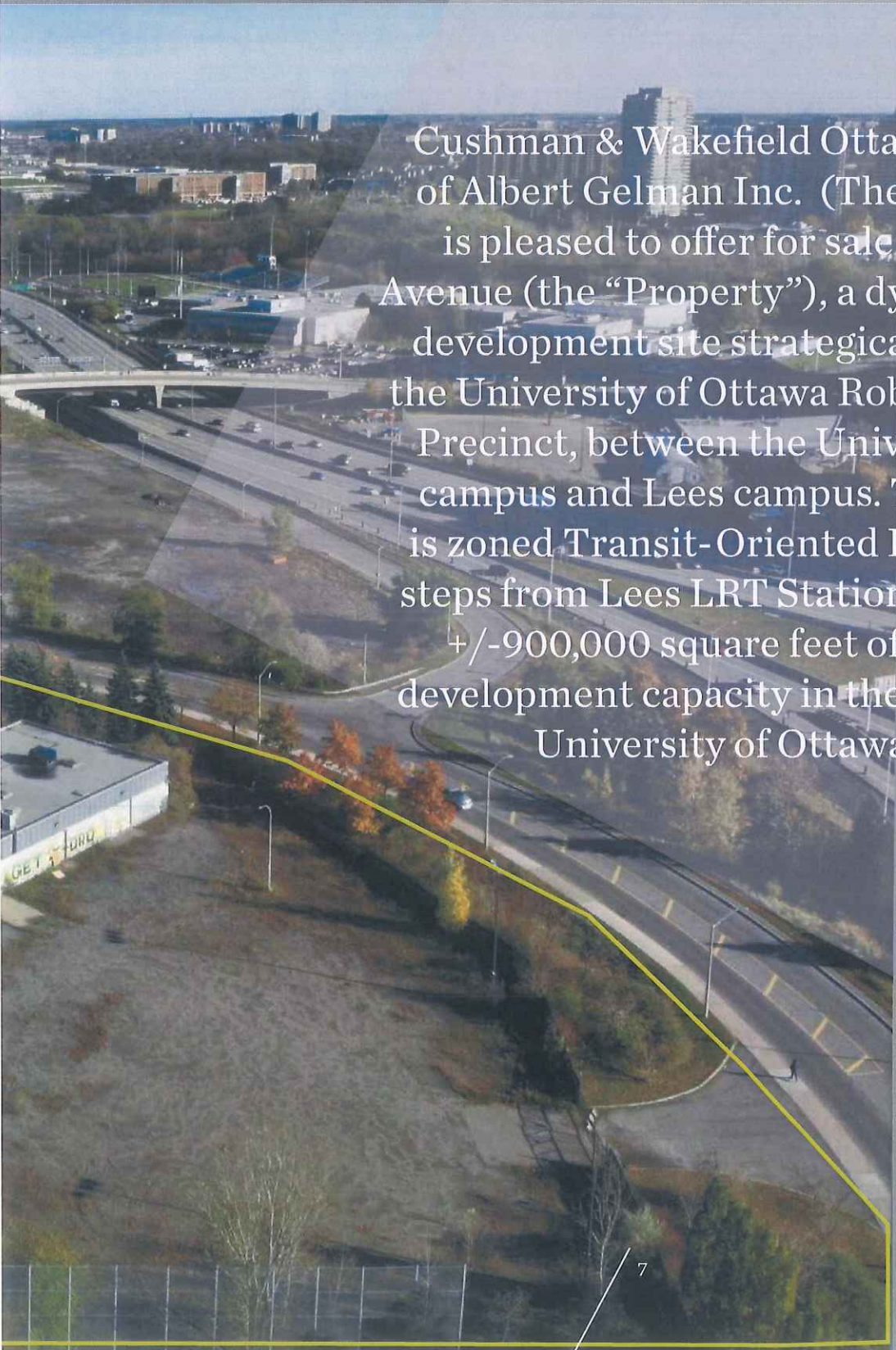
**10** Market and Economic Highlights

**14** Location Highlights

**22** Development Highlights

# PROPERTY HIGHLIGHTS





Cushman & Wakefield Ottawa, on behalf of Albert Gelman Inc. (The “Receiver”), is pleased to offer for sale 2 Robinson Avenue (the “Property”), a dynamic 5.7-acre development site strategically located in the University of Ottawa Robinson/Station Precinct, between the University’s main campus and Lees campus. The Property is zoned Transit-Oriented Development, steps from Lees LRT Station, and features +/-900,000 square feet of as-of-right development capacity in the Lees Station/University of Ottawa node.

5.7<sub>ac</sub>

LAND SIZE

220<sub>m</sub>

DISTANCE TO  
LEES LRT STATION

900<sub>K</sub>

SQUARE FEET

TD

TRANSIT ORIENTED  
DEVELOPMENT ZONING

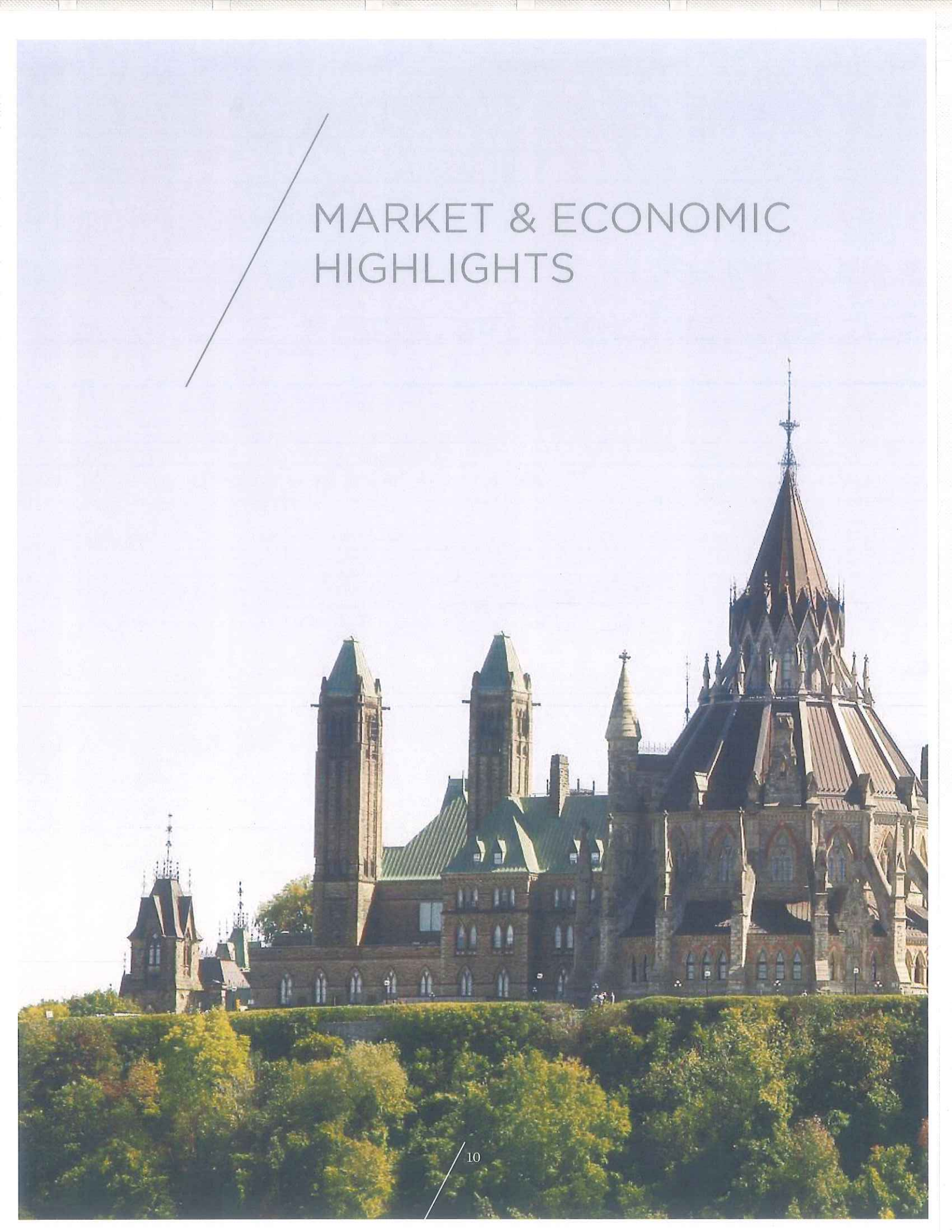
2 Robinson Avenue offers potential purchasers the ability to dramatically reshape the urban environment and create a new, vibrant mixed-use district woven into the University of Ottawa Campus and trendy Sandy Hill neighbourhood.

LEES AV



VENUE

CHAPEL CRESCENT



MARKET & ECONOMIC  
HIGHLIGHTS

1.4<sub>mm</sub>

POPULATION  
National Capital Region

4

PUBLIC POST-SECONDARY  
INSTITUTION

1.6%

RESIDENTIAL RENTAL  
VACANCY  
According to CMHC

16,200

NEW JOB GROWTH  
2018 Forecasted by  
Conference of Canada

#1

PLACE TO LIVE IN CANADA;  
TECHNOLOGY INTENSIVE CITY IN CANADA;  
LOWEST COST OF LIVING OF 5 MAJOR  
CANADIAN CITIES;  
PER CAPITA ENGINEERS, SCIENTISTS AND  
PHD'S IN CANADA  
CITY FOR STUDENTS IN CANADA;  
AND CONCENTRATION OF HIGH-TECH  
TALENT IN CANADA;

# COMMERCIAL MARKET HIGHLIGHTS

## Ottawa's Office Market

From east-to-west, Ottawa's office market is booming over the past 36 months is projected to continue through 2019. As the new Light Rapid Transit (LRT) network comes online in early 2019 projects within a close proximity to an LRT station will benefit the most as the market continues to tighten. This is due in part to the region's largest employer, the Government of Canada, putting significant emphasis on consolidating their footprint within 600m walking distance of a rapid transit station and anticipated residential demand for Transit-Oriented-Development land.

Office Market Indicators	Overall Ottawa – All Classes		
	Q4 17	Q4 18	12 Month
Overall Vacancy	11.6%	7.8%	▲
Net Absorption (SF)	62,674	315,498	▲
Average Asking Rent (PSF)	\$17.53	\$17.23	▼
Average Asking Gross Rent (PSF)	\$35.65	\$34.70	▼

## Ottawa's Retail Market

The 'Amazon Effect' has disrupted the traditional retail model and shifted consumer habits. That being said, consumption and retail spending continue to grow and drive a shift in bricks-and-mortar retail space use from traditional stores to serviced-based and experiential retail, as well as taking form in mixed-use lifestyle centres. Ottawa's retail vacancy sat at a healthy 5.5% at the end of 2017. Strong economic fundamentals, underpinned by robust federal government employment, should continue to drive a strong Ottawa retail market.

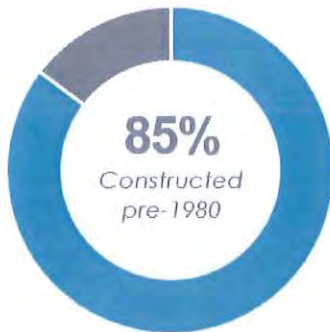


# RESIDENTIAL MARKET HIGHLIGHTS

## Purpose-Built Rental

Ottawa's residential rental market, while traditionally tight, has experienced significant contraction. Vacancy rates in Ottawa's primary rental market dropped by half, from a paltry 3.4% in 2015 to 1.6% in 2018, according to CMHC. Ottawa's expanding economy, low unemployment and immigration continue to put pressure on the existing rental stock, which new supply has been unable to keep up with. Between October 2015 and October 2017 less than 2,000 new purpose-built rental units were delivered to the Ottawa market. Currently, only another 2,700 units are currently under construction with delivery over the next 3 years. New construction of purpose built rental has been extremely slow over the past 3-decades, with over 85% of Ottawa's existing inventory having been constructed pre-1980, leaving significant opportunity to deliver new, modern product to the market.

Ottawa Residential Rental Stock by Age



■ Pre-1980 ■ Post-1980

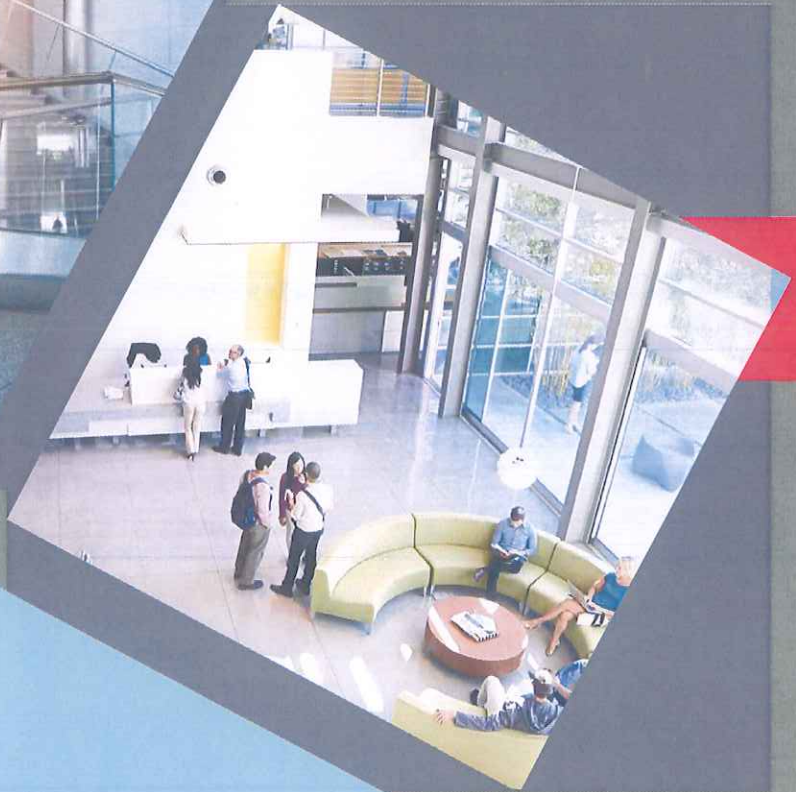
Residential Rental Projects Under Construction

Address	CMHC Submarket	Developer	# of Units	Date of Construction	Est. Completion
1100 Canadian Shield Avenue	Kanata/Stittsville	Homewood Suites	105	Sep-16	2018
287 Lisgar Street	Downtown	Claridge	108	Oct-16	2018
96 Nepean Street	Downtown	Claridge	207	Oct-16	2018
518 Rochester Street	West Centretown/Fisher Park	Realstar	144	Mar-17	2018
2280 City Park Drive	Beacon Hill/Cyrville	RioCan	226	May-17	2018
2816 Sandalwood Drive	Alta Vista	Timbercreek	348	Jul-17	2019
320 Titan Private	Knoxdale/Merivale/East College	Claridge	138	Aug-17	2019
407 Nelson Street	Sandy Hill	AK Global Management	53	Jul-17	2019
1088 Maritime Way	Kanata/Stittsville	Lepine	144	Oct-17	2019
121 Parkdale Avenue	Westboro N/Tunney's Pasture	Bngil	287	Apr-18	2020
125 Marketplace Avenue	Barrhaven & Rural Nepean	Waterford Community	90	Apr-18	2020
1960 Scott Street	Westboro N/Tunney's Pasture	ColonnadeBridgeport	240	May-18	2020
175 Carruthers Street	Westboro N/Tunney's Pasture	ColonnadeBridgeport	212	May-18	2020
655 Anand Private	Hunt Club/South Keys	Manor Park Management	246	May-18	2020
1138 Maritime Way	Kanata/Stittsville	Lepine	154	Oct-17	2021
<b>Total</b>			<b>2,702</b>		

Source: UrbanLogic Research & Advisory.



# LOCATION HIGHLIGHTS



# EVERYTHING AT YOUR DOORSTEP

The University of Ottawa is one of the City's largest employers, providing over 5,000 jobs to area residents, including a variety of on-campus jobs for students. In addition, the Property's central location and direct access to the LRT provides students quick and efficient access to a range of employment opportunities while they complete their studies.

2 Robinson Avenue is located 2-LRT stops from Ottawa's premiere shopping district and largest regional mall. The Rideau Centre features over 1.5 million square feet of retail space and over 180 retailers including Nordstrom, Tiffany & Co., the Apple Store, and Simons. It sits on the edge of the Byward Market, and Sussex Drive, Ottawa's high-street, a tourist draw and district featuring a variety of restaurants and boutique shops.

2 Robinson Avenue delivers for an active lifestyle. The Property is surrounded by sports complexes, has direct access to the City of Ottawa & National Capital Commission multi-use pathway network, an 800k network connecting Ottawa & Gatineau, and is walking distance the Rideau Canal, a UNESCO world heritage site and the world's largest skating rink.

The University of Ottawa is the world's largest bilingual university. It features 10 faculties, is among Canada's top 10 research universities, and has the largest law school in the country.

## WORK, SHOP, LIVE, LEARN

Access to Lees LRT station delivers direct access to Ottawa's primary employment corridor. From the Blair Park of Commerce in the east-end, through the Central Business District and out to Tunney's Pasture, a 121-acre, 3.5 million square foot Government of Canada office campus, you can reach thousands of jobs from the doorstep of 2 Robinson Avenue.

Access to LRT brings the City closer. 2 Robinson Avenue is minutes from a variety of retail amenities. The Property is one stop to the Ottawa Train Yards, a 750,000 sf powercentre, two stops to St. Laurent Centre, 195 store, enclosed mall, three stops to Gloucester Centre, a 370,000 sf enclosed shopping centre, and less than 25 minutes to Ottawa's trendy Wellington West/Westboro neighbourhoods. Whatever you may need, it is only minutes away from 2 Robinson Avenue.

Situated in the Sandy Hill neighbourhood, the Property is walking distance to a variety of restaurants, entertainment venues and nightlife. For those looking for a little more action, just hop on the LRT and in minutes you are in the Byward Market, Ottawa's premiere tourist district. The Byward Market is in the heart of Canada's capital, a vibrant desination with trendy restaurants, bars & clubs. The city awaits within minutes of stepping out your door at 2 Robinson Avenue.

The University of Ottawa is Canada's fifth largest university, by enrollment. It is home to over 40,000 students, including over 5,000 international students.



Point of Interest	Distance
<b>Transportation</b>	
Highway 417 Interchange	4 min (driving)
<b>Major Retail Amenities</b>	
Rideau Centre	5 min (driving) 2 LRT stops
St. Laurent Centre	4 min (driving) 3 LRT Stops
Ottawa Train Yards	6 min (driving)
Coventry Road Corridor	11 min (driving)
<b>Educational</b>	
University of Ottawa (Lees/River Campus)	On Campus
University of Ottawa (Main Campus)	On Campus
<b>Entertainment</b>	
RCGT Park	5 min (driving) 2 LRT Stops
Byward Market	8 min (driving) 2 LRT stops
National Arts Centre	8 min (driving) 2 LRT Stops
Lebreton Flats	11 min (driving) 5 LRT stops
<b>Central Business District</b>	
CBD	6 min (driving) 3 LRT stops

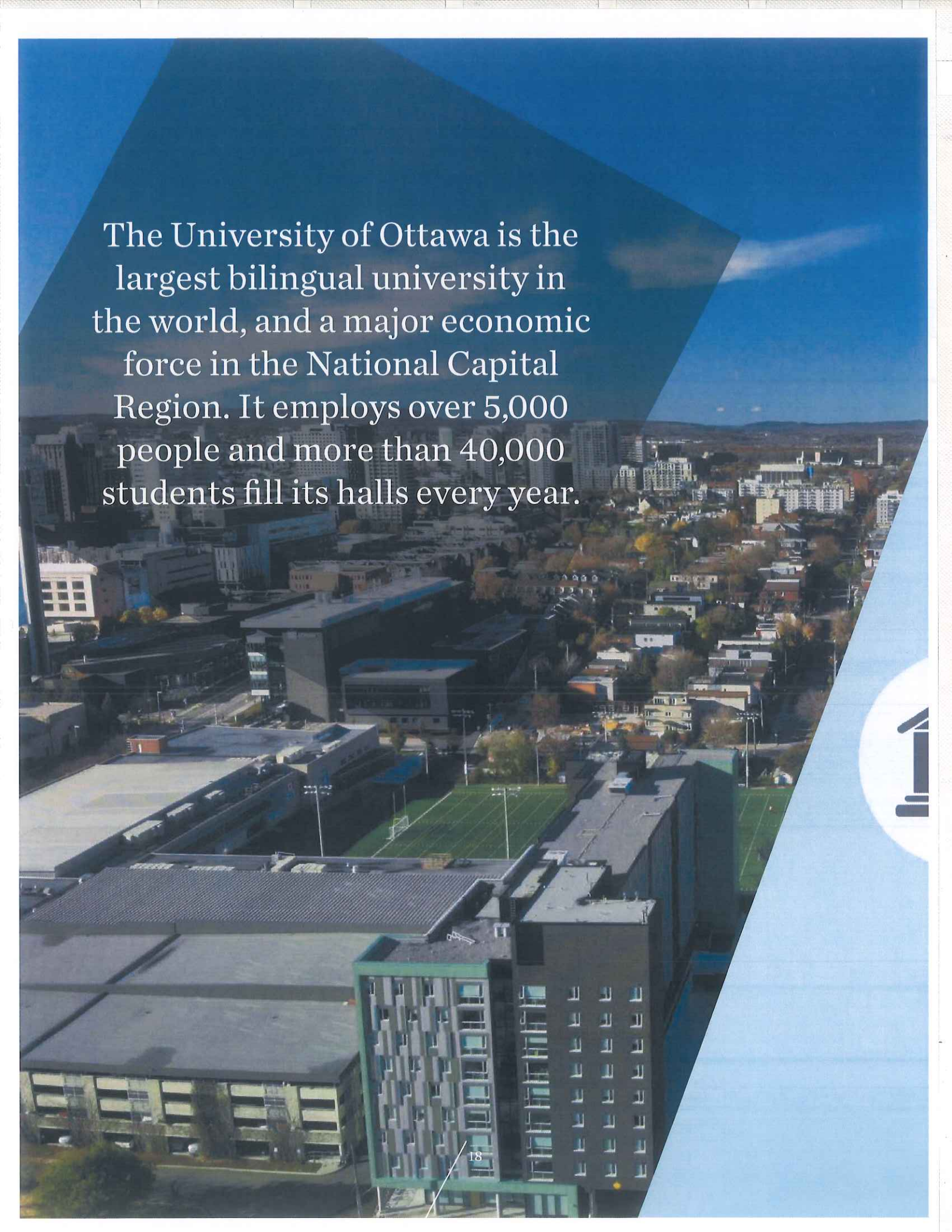
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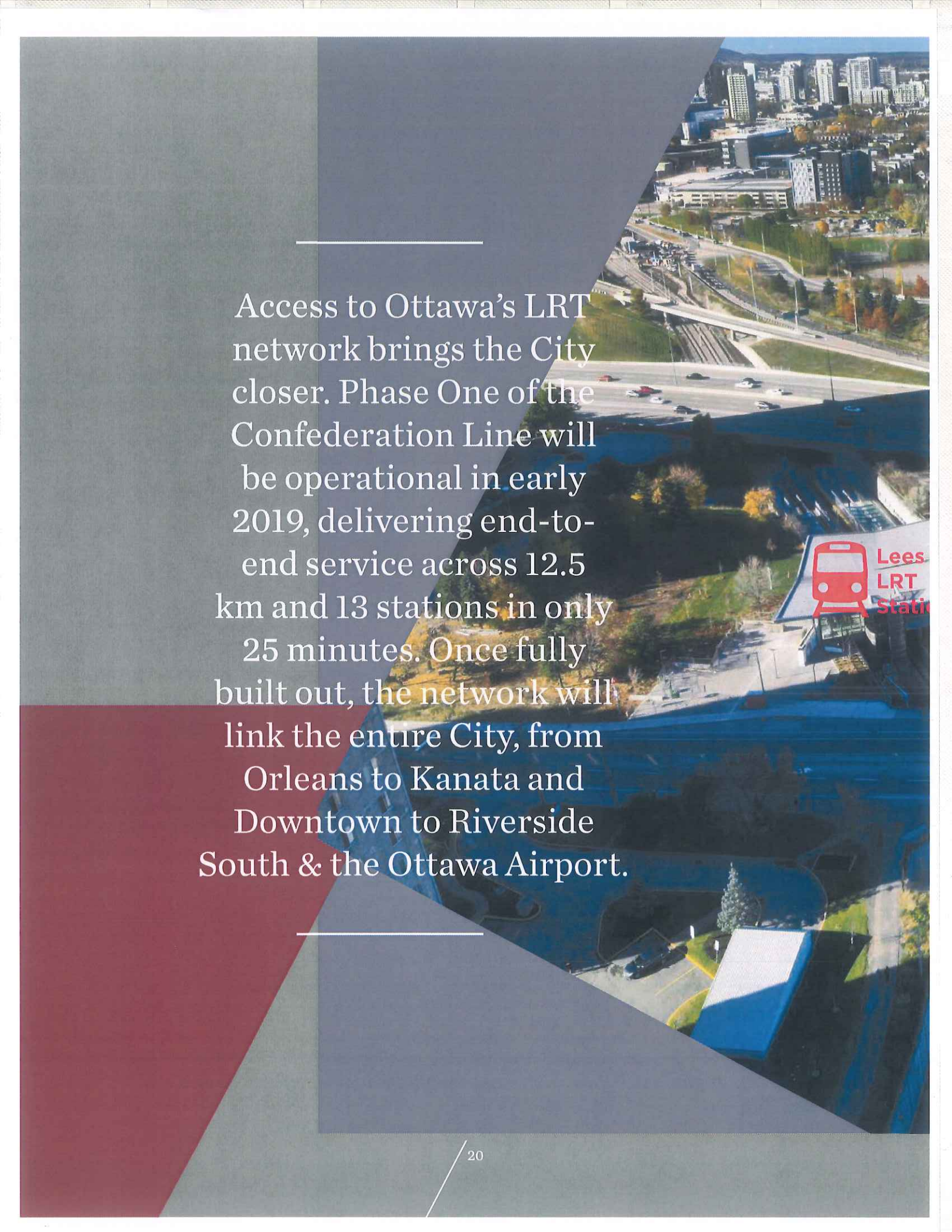


LEES STATION



The University of Ottawa is the largest bilingual university in the world, and a major economic force in the National Capital Region. It employs over 5,000 people and more than 40,000 students fill its halls every year.

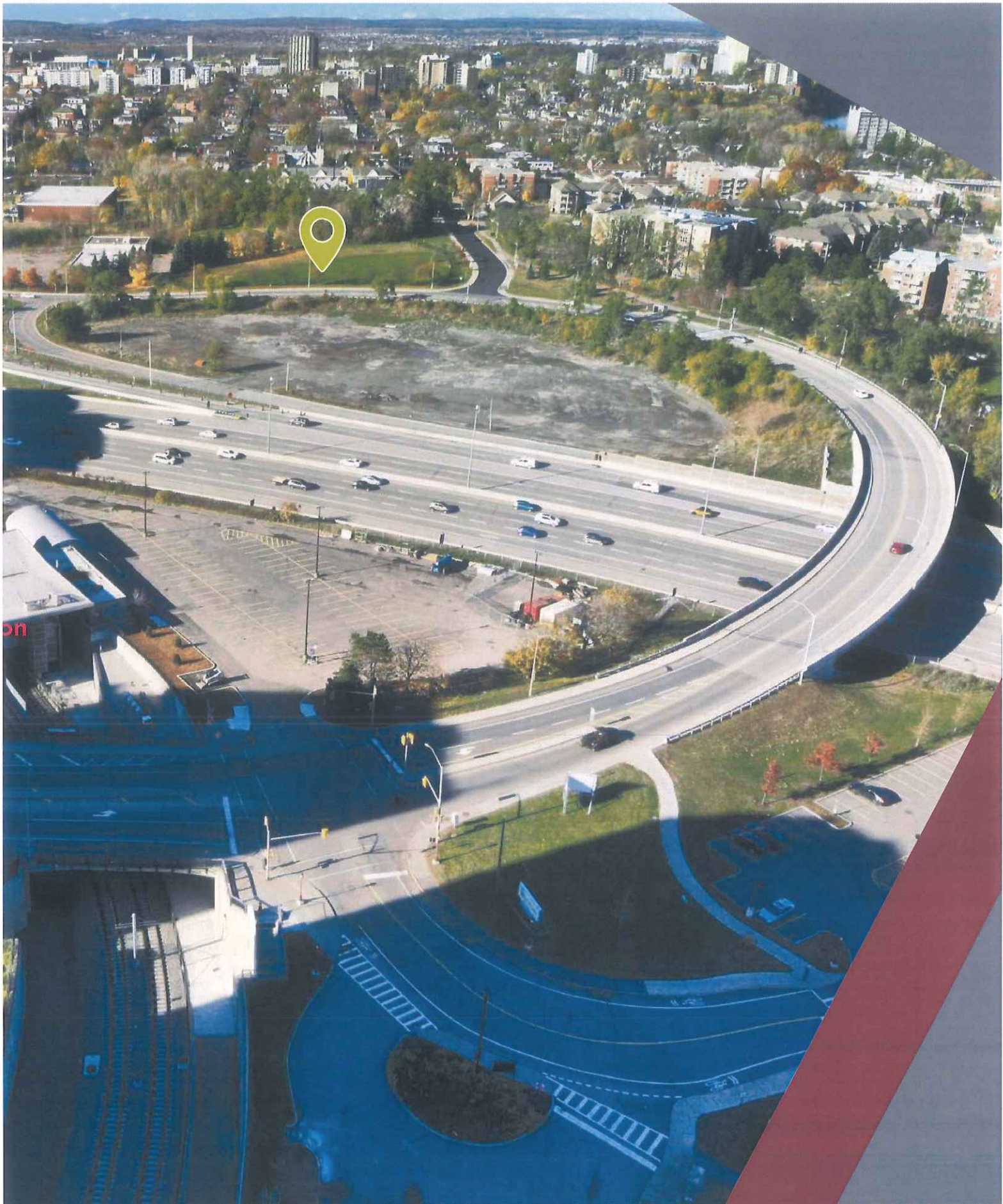


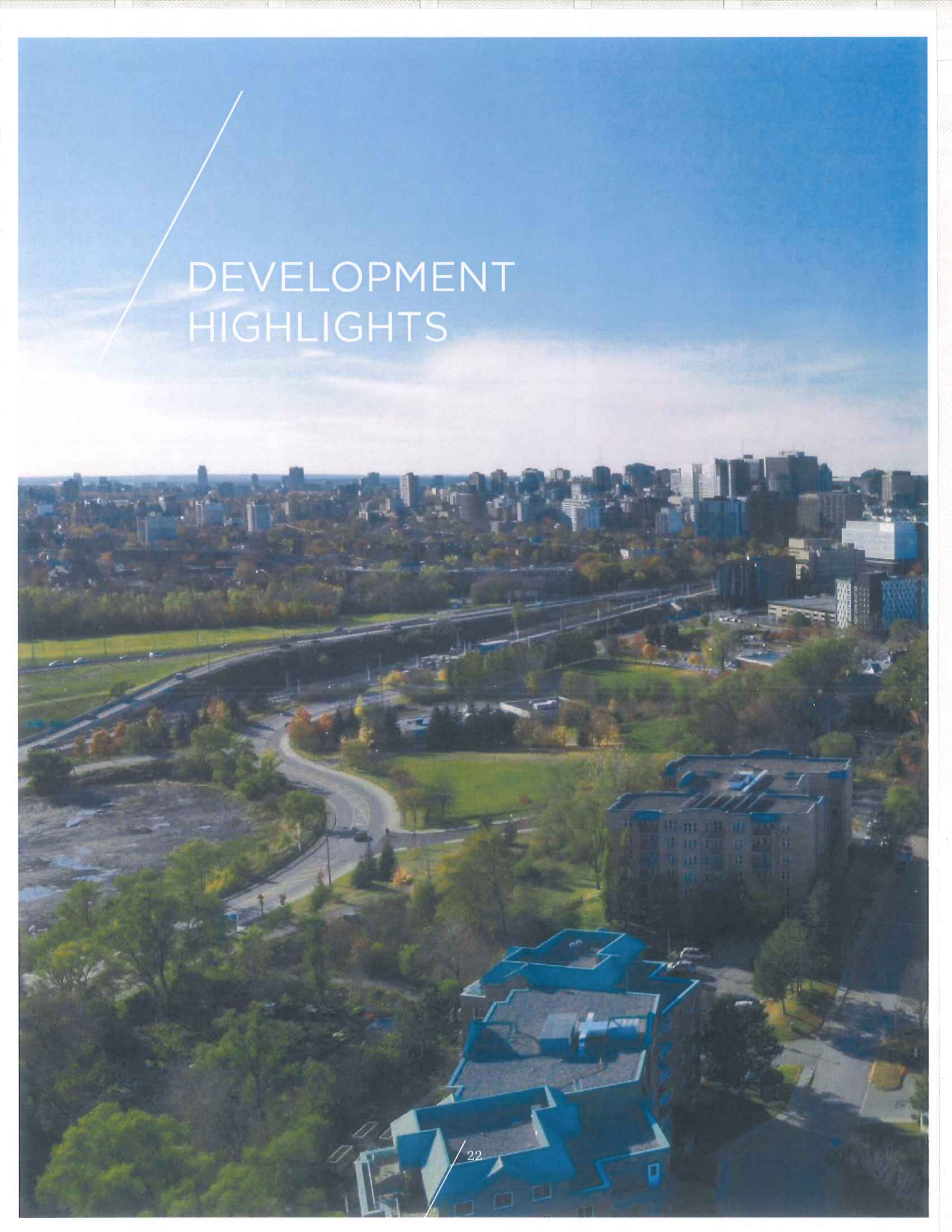
An aerial photograph of Ottawa, Canada, showing a highway interchange and surrounding urban development. A red icon of a train is overlaid on the image, with the text 'Lees LRT Station' next to it. The background is a mix of grey and blue geometric shapes.

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Access to Ottawa's LRT network brings the City closer. Phase One of the Confederation Line will be operational in early 2019, delivering end-to-end service across 12.5 km and 13 stations in only 25 minutes. Once fully built out, the network will link the entire City, from Orleans to Kanata and Downtown to Riverside South & the Ottawa Airport.

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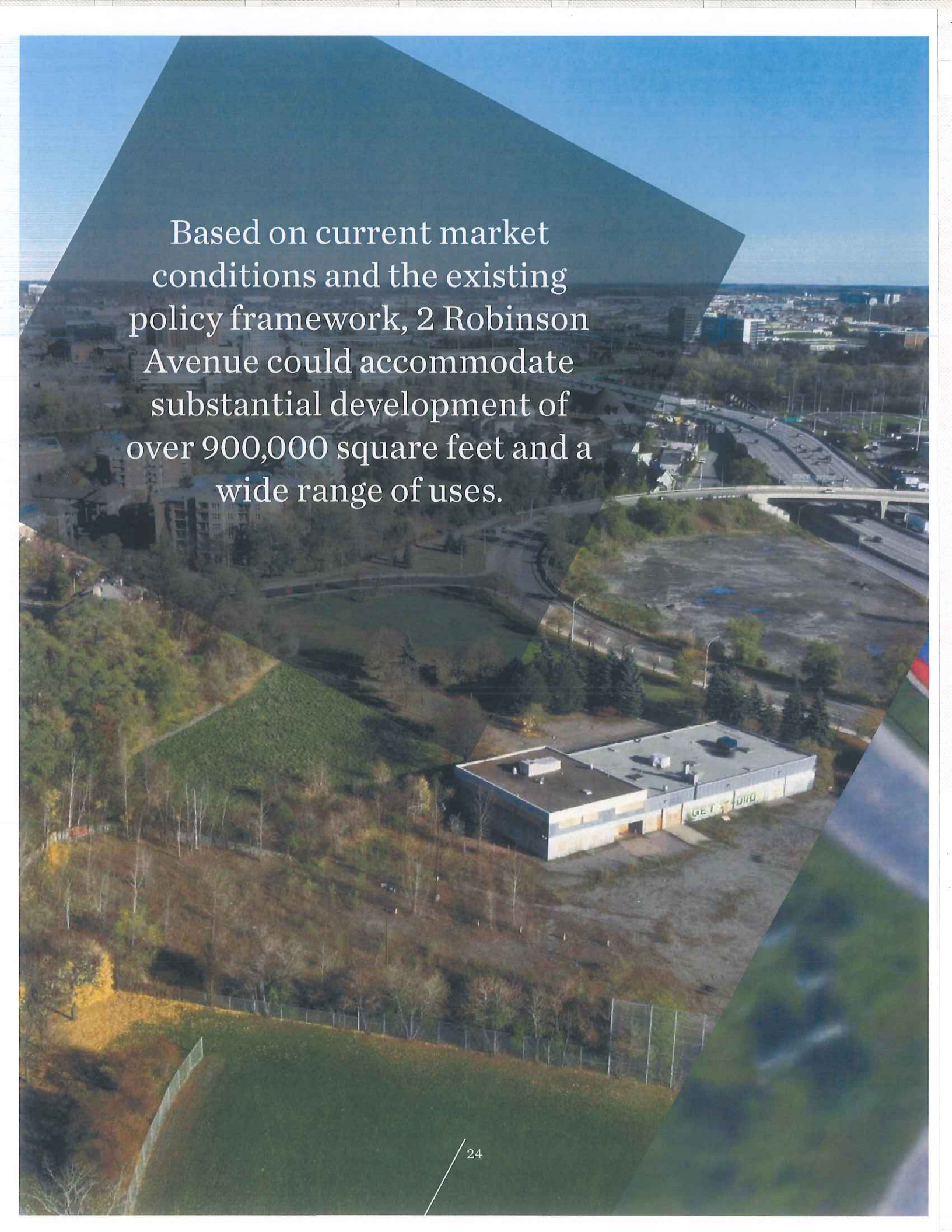


An aerial photograph of a cityscape. In the foreground, there are several large, multi-story buildings with flat roofs, surrounded by lush green trees. A winding road curves through a green field. In the middle ground, a multi-lane highway runs horizontally across the frame. The background shows a dense urban skyline with various skyscrapers under a clear blue sky. A thin white diagonal line is drawn across the upper left portion of the image.

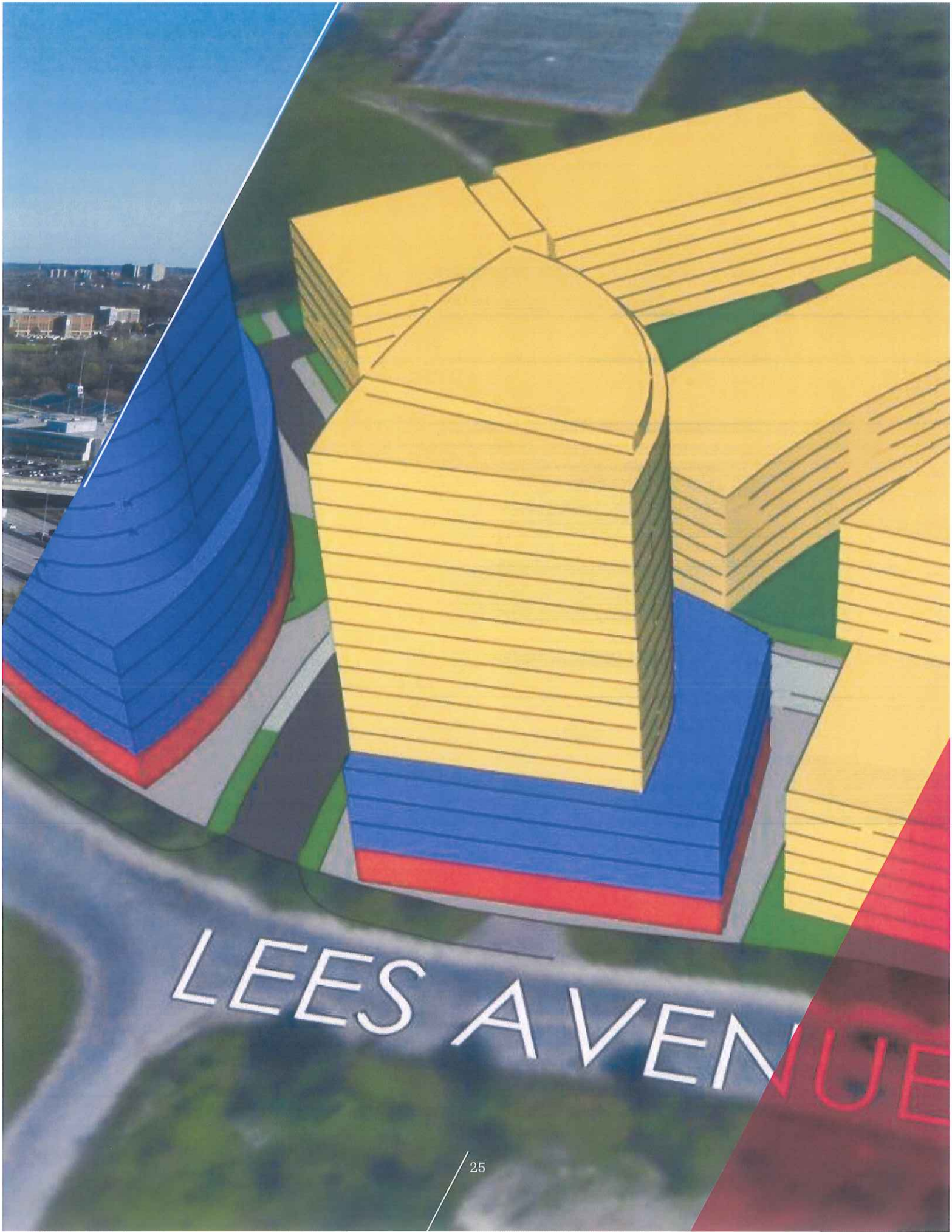
# DEVELOPMENT HIGHLIGHTS



2 Robinson avenue has the potential to become a unique high-rise neighbourhood that is well-connected to the transit station, parkland, vibrant urban neighbourhoods, and University of Ottawa.



Based on current market conditions and the existing policy framework, 2 Robinson Avenue could accommodate substantial development of over 900,000 square feet and a wide range of uses.

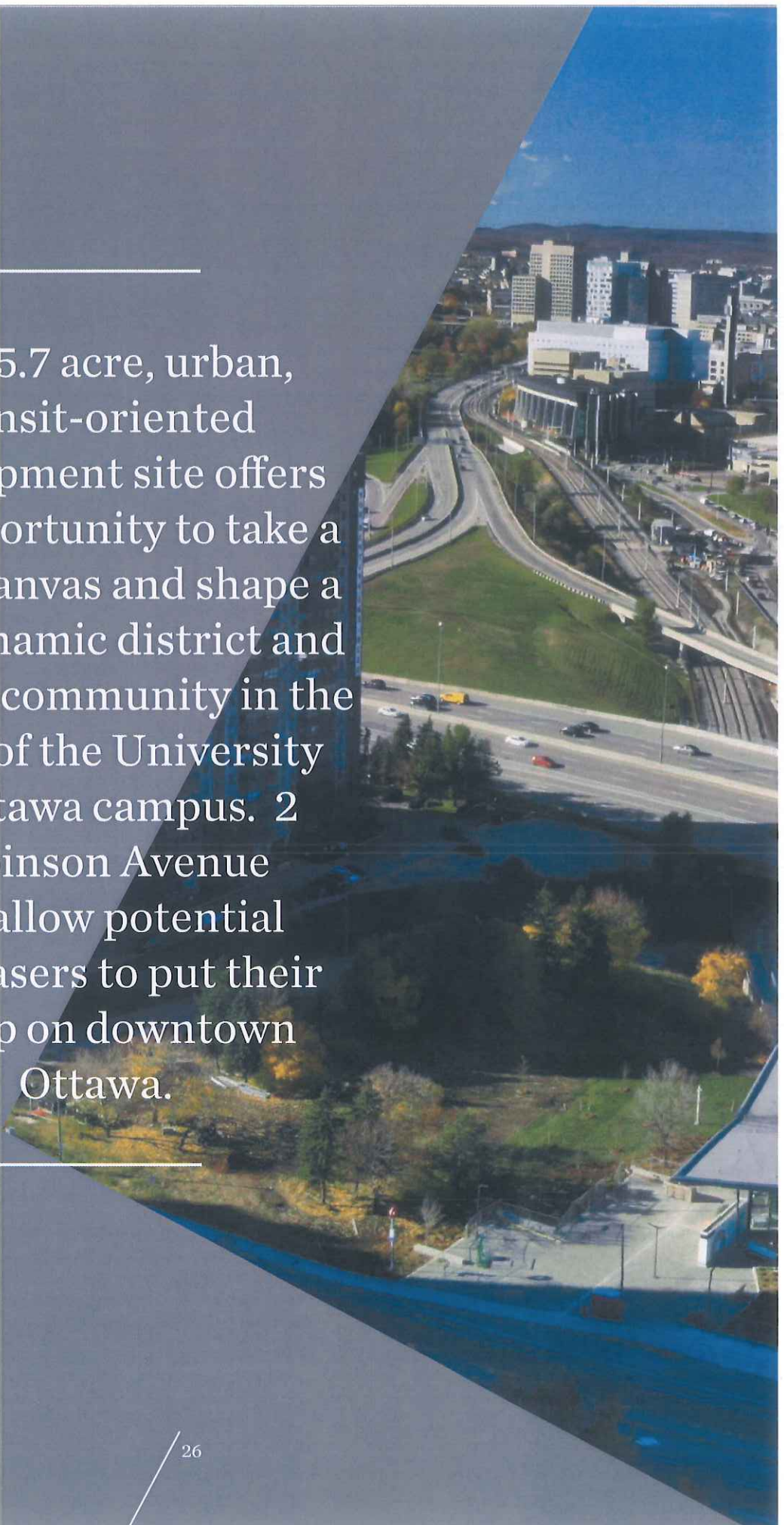


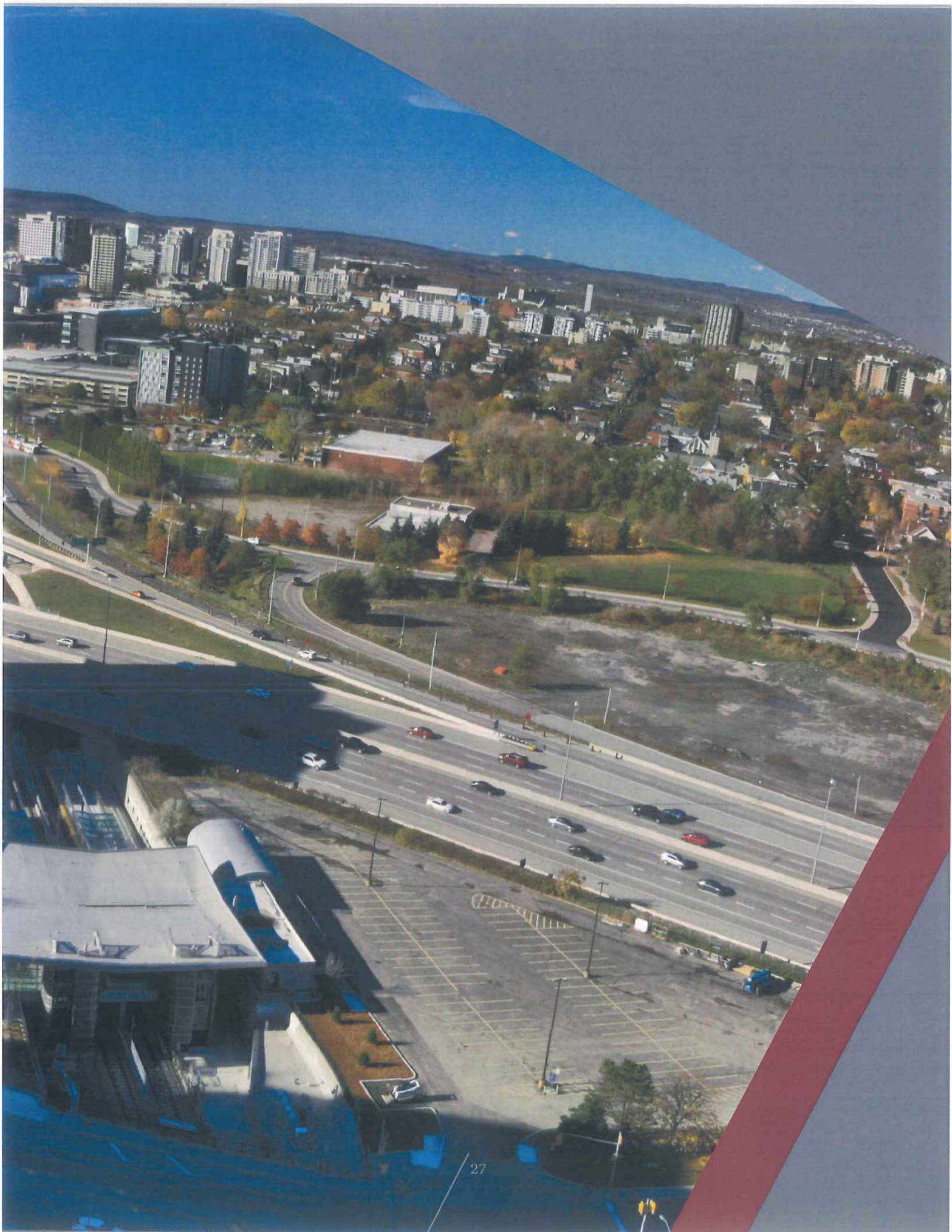
LEES AVENUE

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This 5.7 acre, urban, transit-oriented development site offers the opportunity to take a blank canvas and shape a new dynamic district and create a community in the midst of the University of Ottawa campus. 2 Robinson Avenue will allow potential purchasers to put their stamp on downtown Ottawa.

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## Offering Guidelines

Cushman & Wakefield Ottawa has been retained as exclusive advisor ("Advisor") to seek proposals for the disposition of 2 Robinson Avenue Ottawa, Ontario.

The Property is offered on an unpriced basis. The Vendor's objective is to maximize upfront cash sale proceeds and preference will be given to offers with limited (or no) conditionality and a timely closing.

Interested Principals will be required to execute and submit the Vendor's form of Confidentiality Agreement prior to receiving the information on the Offering.

All enquiries should be addressed to the attention of Scott Brooker at the address below.

**NATHAN SMITH**  
Managing Director | Broker  
Capital Markets Group  
613 780 1577  
[nsmith@cwottawa.com](mailto:nsmith@cwottawa.com)

**MATTHEW MCTAVISH**  
Vice President | Broker  
Commercial Sales & Leasing  
416 359 2446  
[matthew.mctavish@cushwake.com](mailto:matthew.mctavish@cushwake.com)

**SCOTT BROOKER**  
Sale Representative  
Capital Markets Group  
613 780 1582  
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**CUSHMAN &  
WAKEFIELD**  
Ottawa

# Appendix “B”

## AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT dated as of the 11th day of January, 2019

BETWEEN:

ALBERT GELMAN INC., in its capacity as equitable receiver and receiver in aid of execution (the "Receiver"), appointed pursuant to the Order of the Honourable Mr. Justice Hainey of the Ontario Superior Court of Justice, Commercial List, dated May 22, 2018 (the "Appointment Order"), without security, over the property beneficially owned by the Islamic Republic of Iran (the "Debtor") municipally known as 2 Robinson Avenue, Ottawa, Ontario (the "Property"), with legal title being held in the name of the Mobin Foundation ("Mobin"), and the Receiver acts as Court-appointed receiver and not in its personal or corporate capacity, and without personal or corporate liability.

- and -

11172765 CANADA INC., a corporation incorporated and existing under the laws of the Dominion of Canada (the "Purchaser")

WITNESSES THAT in consideration of the mutual agreements contained in this Agreement, the receipt and sufficiency of which is acknowledged by each of the Receiver and the Purchaser, the Receiver and the Purchaser hereby agree as follows:

### 1. DEFINITIONS AND SCHEDULES

In this Agreement, unless the context clearly indicates otherwise, the following terms shall have the following meanings:

- a. "Acceptance Date" means the date on which this Agreement is fully executed by both the Receiver and the Purchaser and delivered to each other;
- b. "Act" means, for purposes of Section 17 hereof only, the *Excise Tax Act* (Canada);
- c. "Adjustments" shall have the meaning ascribed thereto in Section 4 hereof;
- d. "Agreement" means this agreement of purchase and sale executed by the Purchaser and accepted by the Receiver, together with the attached schedules;
- e. "Approval and Vesting Order" shall have the meaning ascribed thereto in Subsection 14(a) hereof;
- f. "Buildings" means the buildings, improvements, installations and fixtures of every nature and kind situate in, on and/or over the Lands;

- g. "Business Day" means any day other than a Saturday or a Sunday or a statutory holiday in the Province of Ontario;
- h. "Claims" means any and all claims, demands, complaints, grievances, actions, applications, suits, causes of action, orders, charges, indictments, prosecutions or other similar processes, assessments or reassessments, judgments, debts, liabilities, expenses, costs, damages or losses, contingent or otherwise, whether liquidated or unliquidated, matured or unmatured, disputed or undisputed, contractual, legal or equitable, including loss of value, professional fees, including solicitor and client costs and disbursements, and all costs incurred in investigating or pursuing any of the foregoing or any proceeding relating to any of the foregoing, related to the Debtor or the Purchased Assets, and "Claim" means any one of them;
- i. "Closing" shall have the meaning ascribed to it in Section 7 hereof;
- j. "Closing Documents" means the documents required to complete the transaction contemplated by this Agreement;
- k. "Court" means the Ontario Superior Court of Justice (Commercial List);
- l. "Court Order" means the order of the Honourable Justice Hainey dated the 22nd day of May, 2018 respecting Court File Numbers CV-13-10204-00CL and CV-14-10403-00CL, whereby, amongst other things, the Receiver, was appointed receiver of the Purchased Assets and was given authority to sell, convey, transfer, lease or assign the Purchased Assets or any part or parts thereof in accordance with the terms of the Court Order, a copy of which Court Order is attached as Schedule "A";
- m. "Damages" shall have the meaning ascribed to it in Subsection 15(h) hereof;
- n. "Date of Closing" or "Closing Date" shall have the meaning ascribed to it in Section 7 hereof;
- o. "Debtor" means Islamic Republic of Iran;
- p. "Deposit" shall have the meaning ascribed to it in Subsection 3(a) hereof;
- q. "Due Diligence Date" INTENTIONALLY DELETED
- r. "DRA" shall have the meaning ascribed to it in Subsection 8(a) hereof;
- s. "Encumbrances" means all liens, charges, security interests, pledges, title retention agreements, mortgages, restrictions on use, development or similar agreements, easements, rights-of-way, title defects, options or adverse claims or encumbrances of any kind or character whatsoever;
- t. "Environmental Law" means any and all applicable international, federal, provincial, state, municipal or local laws, by-laws, statutes, regulations, treaties, orders, judgments, decrees, ordinances, official directives and all authorizations relating to the environment, occupational health and safety, health protection or any Hazardous Materials and any laws including written policies and guidelines and directives, administrative rulings or interpretations, that are in effect and applicable to the Receiver on the Execution Date and the Closing Date, as well as the

common law and any judicial or administrative order, consent decree or judgment that is in effect and applicable to the Receiver on the Execution Date and the Closing Date, that relates to pollution or the protection of the environment, including, without limitation, the *Atomic Energy Control Act* (Canada), the *Canadian Environmental Protection Act* (Canada), the *Pest Control Products Act* (Canada), the *Transportation of Dangerous Goods Act* (Canada), the *Environmental Protection Act* (Ontario), the *Environmental Assessment Act* (Ontario) and the *Ontario Water Resources Act* (Ontario), and the regulations and guidelines promulgated pursuant thereto or issued by any Governmental Authority in respect thereof, and equivalent or similar local and provincial ordinances and statutory programs and the regulations and guidelines promulgated pursuant thereto;

- u. "First Deposit" shall have the meaning ascribed to it in Subsection 3(a) hereof;
- v. "Government Authority" means any person, body, department, bureau, agency, board, tribunal, commission, branch or office of any federal, provincial or municipal government having or claiming to have jurisdiction over part or all of the Purchased Assets, the transaction contemplated in this Agreement and/or one or both of the parties hereto and shall include a board or association of insurance underwriters;
- w. "Hazardous Materials" means any contaminants, pollutants, substances or materials that, when released to the natural environment, could have the reasonable prospect of causing, at some immediate or future time, harm or degradation to the natural environment or risk to human health, whether or not such contaminants, pollutants, substances or materials are or shall become prohibited, controlled or regulated by any Government Authority and any "contaminants", "dangerous substances", "hazardous materials", "hazardous substances", "hazardous wastes", "industrial wastes", "liquid wastes", "pollutants" and "toxic substances", all as defined in, referred to or contemplated in federal, provincial and/or municipal legislation, regulations, orders and/or ordinances relating to environmental, health and/or safety matters and, not to limit the generality of the foregoing, includes asbestos, urea formaldehyde foam insulation and mono- or poly-chlorinated biphenyl wastes;
- x. "HST" shall have the meaning ascribed thereto in Subsection 17(a) hereof;
- y. "ICA" shall have the meaning ascribed thereto in Subsection 11(c) hereof;
- z. "Lands" means the lands and premises legally described in PINs 04204-0267; 04204-0270; 04204-0243 and 04204-0245 (LT) and further described in Schedule "E" herein:  
  
together with all easements, rights-of-way, privileges and appurtenances attaching thereto and enuring to the benefit thereof;
- aa. "Offer, "the Offer" or "this Offer" means the offer to purchase made by the Purchaser and contained in and comprised of this document;
- bb. "Permitted Encumbrances" means the permitted encumbrances appended as Schedule "D" hereto and as set out in the Approval and Vesting Order;
- cc. "Person" means any individual, partnership, limited partnership, limited liability company, joint venture, syndicate, sole proprietorship, company or corporation with or without share capital, unincorporated association, trust, trustee, executor, administrator or other legal

personal representative, Governmental Authority or other entity however designated or constituted;

- dd. "Project Documents" means those documents respecting the Purchased Assets provided to the Purchaser through its online data room and otherwise prior to the date of the execution and delivery of this Agreement by the Purchaser, including (without limitation):
- i. Phase I and Phase II Environmental Site Assessments Reports;
  - ii. any environmental, professional and/or other consulting report(s) related to the Property;
  - iii. existing survey for the Property; and
  - iv. realty tax assessments, notices and tax bills for the current calendar year.
- ee. "Purchase Price" shall have the meaning ascribed thereto in Section 3 hereof;
- ff. "Purchased Assets" means the Lands, the Buildings and the right, title and interest of the Debtor and Mobin and the Receiver;
- gg. "Purchaser" has the meaning given on the first page of this Agreement;
- hh. "Purchaser's Solicitor" means Merovitz Potechin LLP;
- ii. "Registry Office" shall have the meaning ascribed to it in Subsection 7(a) hereof;
- jj. INTENTIONALLY DELETED
- kk. "Statement of Adjustments" shall have the meaning ascribed to it in Subsection 14(b) hereof;
- ll. "Taxes" means all taxes, HST, land transfer taxes, charges, fees, levies, imposts and other assessments, including all income, sales, use, goods and services, harmonized, value added, capital, capital gains, alternative, net worth, transfer, profits, withholding, excise, real property and personal property taxes, and any related interest, fines and penalties, imposed by any Governmental Authority, and whether disputed or not;
- mm. "TERS" shall have the meaning ascribed to it in Subsection 8(a) hereof;
- nn. "Receiver" has the meaning given on the first page of this Agreement; and
- oo. "Receiver's Solicitor" means the firm of Lipman, Zener & Waxman LLP.

The following Schedules are attached to this Agreement and form an integral part hereof:

Schedule "A"	Appointment Order
Schedule "B"	Approval and Vesting Order
Schedule "C"	Instruments to be Deleted from title to the Lands
Schedule "D"	Permitted Encumbrances
Schedule "E"	Legal Description

Schedule "F" Purchaser's Environmental Indemnity Agreement  
Schedule "G" Waiver of Liability and Acknowledgement of Risk

## 2. NATURE OF TRANSACTION

The Purchaser shall purchase and the Receiver shall sell the Purchased Assets, upon and subject to the terms of this Agreement.

Other than the Purchased Assets, the Purchaser is not assuming, and shall not be deemed to have assumed any liabilities, obligations or commitments of the Debtor, Mobin or the Receiver or of any other Person, whether known or unknown, fixed or contingent or otherwise.

## 3. PURCHASE PRICE

The aggregate purchase price (the "Purchase Price") for the Purchased Assets shall be the sum of Twenty Six Million Five Hundred Thousand Dollars (\$26,500,000.00). The Purchase Price shall be paid, accounted for and satisfied as follows:

- a. As part of the Purchase Price, the sum of One Million Five Hundred Thousand Dollars (\$1,500,000.00) (the "First Deposit", sometimes also the "Deposit") shall be paid by the Purchaser by wire transfer to the Receiver's Solicitor, in trust, and the First Deposit is to be made within two (2) Business Days following the Acceptance Date and delivery of this Agreement by the Purchaser, which First Deposit shall be held by the Receiver's Solicitor, in trust, in accordance with the terms of this Agreement.
- b. INTENTIONALLY DELETED
- c. The balance of the Purchase Price shall be paid on the Closing Date, by wire transfer to the Receiver's Solicitor, in trust, subject only to the Adjustments set out in Section 4.
- d. The First Deposit shall be held by the Receiver's Solicitor in trust, as a deposit pending Closing or termination of this Agreement. Subject only to the terms of this Agreement, the First Deposit is to be credited on account of the Purchase Price upon completion of the transaction contemplated in this Agreement. In the event that this Agreement is terminated for any reason whatsoever other than the default of the Purchaser, subject to the Damage Deduction as set out in Section 33 herein, the Deposit shall be returned to the Purchaser forthwith, without interest or deductions.
- e. INTENTIONALLY DELETED

## 4. CLOSING AND POST-CLOSING ADJUSTMENTS

The completion of the transaction contemplated herein shall be completed on the Closing Date; the Receiver will bear and pay all expenses related to the Purchased Assets prior to the Closing Date and the Purchaser will bear and pay all expenses related to the Purchased from and after and including the Closing Date. The Date of Closing will be for the Purchaser's account both as to revenue and expense. The Receiver and the Purchaser shall adjust the Purchase Price on the Date of Closing in respect of the following items (the "Adjustments"):

- a. utilities and fuel accounts and/or deposits (if applicable);

- b. water and sewer rates and charges; and
- c. realty taxes.

If the final cost or amount of an item that is to be adjusted cannot be determined at Closing, then an initial adjustment for such item shall be made at Closing, such amount to be estimated by the Receiver, acting reasonably, as of the Closing Date on the basis of the best evidence available at the Closing as to what the final cost or amount of such item will be. In each case, when such cost or amount is determined, the Receiver or Purchaser, as the case may be, shall provide a complete statement thereof to the other and the Receiver and Purchaser shall make a final adjustment as of the Closing Date for the item in question and such determination is to be made as soon as possible following Closing Date and in any event prior to the 7<sup>th</sup> Business Days following Closing Date. In the absence of agreement by the parties, the final cost or amount of an item shall be determined by an accountant or such other financial professional appointed jointly by the Receiver and the Purchaser, with the cost of such accountant's or other financial professional's determination being shared equally between the parties. All re-adjustments shall be requested in a detailed manner on or before the 7<sup>th</sup> Business Day after the Closing Date, after which time neither party shall have any right to request re-adjustment.

## 5. DUE DILIGENCE DATE

### (a) INTENTIONALLY DELETED

- (b) The Purchaser shall be granted access to the Property provided that the Purchaser and the Purchaser's authorized representatives execute a Waiver of Liability and Acknowledgement of Risk in the form attached hereto as Schedule "G" acknowledging the access risk and danger to life or/and property before being granted access to the Property, and said access shall at all times be during regular business hours. The Receiver agrees to allow Purchaser and Purchaser's authorized representatives reasonable access to the Property following execution of this Agreement and the Waiver of Liability and Acknowledgement of Risk during normal business hours, from time to time upon reasonable prior notice, until Closing, and hereby authorizes the Purchaser to carry out such reasonable tests and inspections thereof as the Purchaser deems necessary, providing such inspections shall not unduly interfere with the use and occupation of the Property. The tests and inspections which the Purchaser may elect to conduct shall include, without limitation:

- (i) Soil, ground-water and environmental tests;
- (ii) Surveys, measurements, structural testing;
- (iii) Taking samples where reasonable to do so;
- (iv) Test for Hazardous Materials, and
- (v) Examining the Property and Buildings.

All such tests and inspections will be carried out only on reasonable prior written notice to the Receiver and in the presence of a representative of the Receiver or its delegates (if Receiver so desires). Purchaser covenants and agrees with the Receiver to be fully responsible to repair or pay the cost of repair of any damage occasioned during and resulting from inspection and tests of the Property conducted by or on behalf of Purchaser and to return the Property to the condition same as it was in immediately prior to such inspections and tests. Purchaser covenants and agrees to indemnify and save harmless Receiver from and against all losses, costs, claims, damages, expenses (including legal costs on a substantial indemnity basis) which the Receiver may suffer or incur as a result of the inspection and tests to the Property by the Purchaser. The Receiver will not consent or permit any Municipal or

Governmental Authority to carry out any inspections whatsoever. The provisions hereof shall survive closing or other termination of this Agreement.

All inspections and tests shall be done at the Purchaser's risk and expense with the Receiver's prior approval and supervision.

## 6. TERMS OF PURCHASE

2. **Purchaser's Acknowledgements:** Save as otherwise provided herein, the Purchaser hereby acknowledges and agrees as follows:
  - i. it is relying entirely upon its own investigations and inspections in entering into this Agreement and has satisfied itself with respect to such investigations and inspections;
  - ii. there is no representation, warranty or condition, express or implied, statutory or otherwise of any kind as to the Purchased Assets including, without limitation, that the present use or future intended use by the Purchaser of the Purchased Assets is or will be lawful or permitted and/or relating in any way to the condition or state of repair of the Buildings or to title, outstanding liens or charges, assignability, amount owing, description, fitness for purpose, collectability, merchantability, quantity, condition, defect (patent or latent), value, quality thereof, any requirement for licenses, permits, approvals, consents for ownership, occupation or use or in respect of any other matter or thing whatsoever;
  - iii. it is purchasing the Purchased Assets on an "as is where is" 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 authority, the structural integrity of the Buildings, together with any other improvements on the Lands;
  - iv. the Receiver shall have no liability or obligation with respect to the value, state or condition of the Purchased Assets, whether or not the matter is within the Receiver's knowledge;
  - v. any information provided by the Receiver describing the Purchased Assets has been prepared solely for the convenience of prospective purchasers and is not warranted to be complete or accurate or correct and none of such information forms a part of this Agreement;
  - vi. other than as set out in Section 4 of this Agreement, no adjustment shall be allowed to the Purchaser for changes to the Purchased Assets from the date this Agreement is executed by each of the parties hereto;
  - vii. the Receiver shall not be required to furnish or produce any document, record or evidence of title with respect to the Purchased Assets, except those in its possession, which have already been reviewed and accepted by the Purchaser; and
  - viii. the Receiver has made no representations or warranties with respect to or in any way related to the Lands and Buildings including without limitation, the following:

- A. the environmental state of the Lands, the existence, nature, kind, state or identity of any Hazardous Materials on, under, or about the Lands, 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 any Environmental Laws, or any other statute, regulation, rule or provision of law nor the existence, state, nature, kind, identity, extent and effect of any liability to fulfil any obligation with respect to the environmental state of the Lands including, without limitation, any obligation to deal with any discharge of any Hazardous Materials on, under or about the Lands and any potential future 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 Materials whether on, under or about the Lands or elsewhere;
- B. the existence, validity, terms and conditions of any licenses, permits, consents or other regulatory approvals relating to or in any way connected with the Lands and Buildings or any matter or thing arising out of or in any way connected therewith;
- C. the conformity of the Lands and Buildings to past, current or future applicable zoning or building code requirements;
- D. the existence of soil instability, past soil repairs, soil additions or conditions of soil fill;
- E. the sufficiency of any drainage;
- F. whether the Lands are located wholly or partially in a flood plain or a flood hazard boundary or similar area;
- G. the existence or non-existence of underground storage tanks;
- H. any other matter affecting the stability or integrity of the Lands and Buildings;
- I. the availability of public utilities and services for the Lands and Buildings;
- J. the sufficiency or adequacy of any wells and water supply for irrigation or any other purpose; and/or
- K. the existence of zoning or building entitlements affecting the Lands;

The Purchaser further acknowledges that the Receiver is selling the Purchased Assets on an "as is where is" basis as they exist on the Date of Closing and that it has entered into this Agreement on the basis that the Receiver does not guarantee title to the Purchased Assets and that the Purchaser has conducted or will have conducted prior to Closing such inspections of the condition of and title to the Purchased Assets as it deemed appropriate and has satisfied itself with regard to these matters. Without limiting the generality of the foregoing, any and all conditions, warranties or representations expressed or implied pursuant to the *Sale of Goods Act*

(Ontario) or similar legislation do not apply to this transaction of purchase and sale and have been waived by the Purchaser.

- b. **Title and Other Requisitions.** The Purchaser acknowledges that it shall, at its own expense, examine title to the Lands and Buildings and satisfy itself as to the state thereof and shall accept title to the Lands and Buildings subject to the Permitted Encumbrances.
- c. **Title and Removal of Chattels.** The Purchaser hereby acknowledges and agrees that the Receiver does not warrant or represent that it has the authority to sell or transfer any of the existing chattels on the Lands or in the Buildings. The Receiver will not deliver a Bill of Sale or any title documentation and will make no adjustment of the Purchase Price with respect to any chattel. Notwithstanding that the Receiver is not selling or transferring any chattels to the Purchaser, the Purchaser acknowledges and agrees that there is no obligation on the Receiver to remove any chattels from the Lands and Buildings.
- d. **Leases, Licenses, Occupancy Agreements and Vacant Possession.** The Purchaser:
  - i. acknowledges that the encompassing area is approximately 5.6 ac site improved with a one and two storey building (approximately 17,127 sf) constructed on or about 1988 (former Iranian Cultural Centre);
  - ii. acknowledges and agrees that on the Date of Closing it may not be entitled to vacant possession from the Receiver of the Lands or the Buildings and will accept the Lands or the Buildings subject to third parties that may, by virtue of the Leases, have the use of, be in occupancy of or in possession of the Lands or the Buildings. However, notwithstanding the foregoing, and notwithstanding anything else in this Agreement, the Purchaser expressly reserves the right, both before and after Closing, at the Purchaser's own expense, to challenge the validity of the Leases; and
  - iii. INTENTIONALLY DELETED

## 7. DATE OF CLOSING

Subject to the provisions of Sections 12 and 13 hereof, the transaction contemplated hereunder shall be completed (the moment of completion shall be referred to as "Closing") on the day which is ten (10) Business Days after the date upon which the Receiver obtains the Approval and Vesting Order (the "Date of Closing" or the "Closing Date"), unless the parties hereto otherwise agree to such other date in writing. The Vendor shall deliver vacant possession of the Purchased Assets on Closing.

## 8. ELECTRONIC REGISTRATION

With respect to the electronic registration system ("TERS") operative in the relevant land registry office (the "Registry Office"), the following provisions shall apply:

- a. The Purchaser covenants and agrees to cause the Purchaser's Solicitor to enter into a document registration agreement with the Receiver's Solicitor in the form prepared by The Law Society of Upper Canada, which document version was adopted by the joint LSUC-CBAO Committee on Electronic Registration of Title Documents and which can be viewed at <http://www.lsuc.on.ca> (the "DRA"), establishing the procedures and timing for completing the transaction contemplated by this Agreement.

- b. The delivery and exchange of the Closing Documents:
- i. shall not occur contemporaneously with the registration of the Approval and Vesting Order and other registerable documentation; and
  - ii. shall be governed by the DRA, pursuant to which the Receiver's Solicitor and Purchaser's Solicitor shall hold all Closing Documents in escrow, and will not be entitled to release them except in strict accordance with the provisions of the DRA.
- c. The Purchaser expressly acknowledges and agrees that the Receiver will not release the Approval and Vesting Order described in Section 14(a) of this Agreement for registration until the balance of funds due on Closing, in accordance with the terms of this Agreement, are remitted by personal delivery to the Receiver's Solicitor (or in such other manner as the Receiver or Receiver's Solicitor may direct) prior to the release of the Approval and Vesting Order for registration, which the Receiver's Solicitor will hold in escrow.
- d. Notwithstanding anything contained in this Agreement to the contrary, it is expressly understood and agreed by the parties hereto that an effective tender shall be deemed to have been made by the Receiver upon the Purchaser when the Receiver's Solicitor has:
- i. delivered all Closing Documents required to be delivered by the Receiver to the Purchaser pursuant to Section 14 hereof;
  - ii. advised the Purchaser's Solicitor in writing that the Receiver is ready, willing and able to complete the transaction contemplated by this Agreement in accordance with the terms and provisions of this Agreement; and
  - iii. completed all steps required by TERS to complete the transaction contemplated by this Agreement that can be performed or undertaken by the Receiver's Solicitor without the cooperation or participation of the Purchaser's Solicitor,
- without the necessity of personally attending upon the Purchaser or the Purchaser's Solicitor with the Closing Documents, and without any requirement to have an independent witness evidencing the foregoing.
- e. Notwithstanding anything contained in this Agreement to the contrary, it is expressly understood and agreed by the parties hereto that an effective tender shall be deemed to have been made by the Purchaser upon the Receiver when the Purchaser's Solicitor has:
- i. delivered the balance due at Closing and all the Closing Documents required to be delivered by the Purchaser to the Receiver pursuant to Section 15 hereof;
  - ii. advised the Receiver's Solicitor in writing that the Purchaser is ready, willing and able to complete the transaction contemplated by this Agreement in accordance with the terms and provisions of this Agreement; and
  - iii. completed all steps required by TERS to complete this transaction contemplated by this Agreement that can be performed or undertaken by the Purchaser's Solicitor without the cooperation or participation of the Receiver's Solicitor,

without the necessity of personally attending upon the Receiver or the Receiver's Solicitor with the Closing Documents, and without any requirement to have an independent witness evidencing the foregoing.

- f. If through no fault of the Purchaser's Solicitor or the Receiver's Solicitor TERS is unavailable on the Date of Closing, then the transaction contemplated by this Agreement shall be completed in escrow in accordance with the terms of the DRA which shall apply until such time as TERS becomes available. Upon TERS becoming available, the Receiver's Solicitor shall advise the Purchaser's Solicitor forthwith and the parties shall arrange to complete the registration of the Approval and Vesting Order as expeditiously as possible, whereupon the escrow shall be released.
- g. In the event of any conflict or inconsistency between the terms of this Section 7 and the terms of the DRA, the terms of this Section 8 shall prevail.

#### 9. PRE-CLOSING RISK

The Purchaser acknowledges that the Purchase Price indicated herein, as consideration for the Purchased Assets, represents the land value exclusive of Buildings. The Purchaser further acknowledges that the Buildings are not insured by the Receiver and that in the event that the Buildings are destroyed either in whole or in part prior to the Closing Date that the Purchaser shall be required to close the transaction in accordance with the terms set out herein.

#### 10. RECEIVER'S REPRESENTATIONS AND WARRANTIES

The Receiver represents and warrants to the Purchaser that, as at the date hereof:

- a. **Non-Residency.** The Receiver is not now and does not intend to become, prior to Closing, a non-resident of Canada within the meaning and purpose of Section 116 of the *Income Tax Act* (Canada); the Receiver is not now and does not intend to become, prior to Closing, an agent or a trustee of such non-resident;
- b. **Authority to Sell.** The Receiver has been duly appointed as receiver of the Purchased Assets by the Court Order and has full right, power and authority to market any or all of the Purchased Assets for sale and, subject to obtaining the Approval and Vesting Order prior to Closing; and on Closing the Receiver shall have the power and authority to sell, convey, transfer, lease or assign the Purchased Assets as a result of the Court Order, in accordance with and subject to the terms and conditions of this Agreement and the Approval and Vesting Order.

#### 11. PURCHASER'S REPRESENTATIONS AND WARRANTIES

The Purchaser represents and warrants to the Receiver that, as at the Date of Closing:

- a. the Purchaser shall be a corporation duly incorporated, organized and validly subsisting under the laws of Ontario with all requisite corporate power, authority and capacity to execute and deliver and to perform each of its obligations pursuant to this Agreement; neither the execution of this Agreement nor the performance (such performance shall include, without limitation, the exercise of any of the Purchaser's rights and compliance with each of the Purchaser's obligations hereunder) by the Purchaser of the transaction contemplated hereunder will violate:

- i. the Purchaser's articles of incorporation and by-laws;
  - ii. any agreement to which the Purchaser is bound or is a party;
  - iii. any judgment or order of a court of competent authority or any Government Authority; or
  - iv. any applicable law;
- b. the Purchaser shall have taken all requisite corporate action required to be taken by it to authorize the execution and delivery of this Agreement and the performance of each of its obligations hereunder; and
  - c. the Purchaser shall not be a "non-Canadian", as defined in the *Investment Canada Act* (Canada) ("ICA").

The Purchaser shall promptly deliver to the Receiver written notice specifying the occurrence or likely occurrence of any event which may result in any of the Purchaser's representations and warranties contained in this Agreement not being true as at Closing.

## 12. CONDITIONS OF CLOSING IN FAVOUR OF THE RECEIVER

The Receiver's obligations contained in this Agreement shall be subject to the fulfilment at or prior to Closing, of each of the following conditions:

- a. **Approval and Vesting Order.** The Receiver shall have obtained the Approval and Vesting Order. The Receiver shall not have received notice of appeal in respect to of the Approval and Vesting Order and the Approval and Vesting Order shall not have been stayed, varied or vacated and shall be in full force and effect and no Order restraining or prohibiting Closing shall have been made by the Court; and
- b. **Restraint or prohibition.** No action or proceeding shall be pending or threatened by any Person to restrain or prohibit the Closing nor any order restraining or prohibiting Closing shall have been made by the Court or any other court of competent jurisdiction.

For greater certainty, each of the conditions contained in this Section 12 as been inserted for the benefit of the Receiver.

The Receiver covenants to use reasonable commercial efforts to fulfil or cause to be fulfilled the condition contained in Subsection 12(a).

In the event that any of the foregoing conditions shall not be fulfilled, in whole or in part, at or prior to Closing, the Receiver may, in its absolute and unfettered discretion, terminate this Agreement by written notice to the Purchaser without penalty, liability, cost or compensation whatsoever to the Receiver, the Deposit shall be returned forthwith to the Purchaser without interest or deduction and each of the Receiver and the Purchaser shall be released from any further obligations and liabilities in respect of this Agreement.

In the event that the Approval and Vesting Order has not been obtained by the Receiver within 6 months following the Acceptance Date, or in the event that the Approval and Vesting Order has been obtained and the Receiver shall have received Notice of Appeal, or in the event an action or proceeding shall be pending or threatened to restrain or prohibit the Closing, or an Order restraining prohibiting Closing shall have been made as contemplated by subparagraph (b) above, at any time following such 6 month period, the Purchaser shall be entitled to terminate this Agreement by written notice to the Receiver, to such effect, whereupon the Deposit shall forthwith be returned to the Purchaser without interest or deduction and thereafter neither party shall be liable to the other in any manner arising of this Agreement.

### **13. CONDITIONS OF CLOSING IN FAVOUR OF THE PURCHASER**

The Purchaser's obligations contained in this Agreement shall be subject to the fulfilment of each of the following conditions:

- a. each of the Receiver's representations and warranties contained in this Agreement shall be true at and as of the Date of Closing;
- b. the Receiver shall have complied with each and every covenant/agreement made by it herein and required to be completed at or prior to Closing;
- c. the Receiver shall have obtained the Approval and Vesting Order, the Receiver shall not have received notice of appeal in respect to of the Approval and Vesting Order and the Approval and Vesting Order shall not have been stayed, varied or vacated and shall be in full force and effect and no order restraining or prohibiting Closing shall have been made by the Court; and
- d. no action or proceeding shall be pending or threatened by any Person to restrain or prohibit the Closing nor any order restraining or prohibiting Closing shall have been made by the Court or any other court of competent jurisdiction.

For greater certainty, each of the conditions contained in this Section 13 has been inserted for the benefit of the Purchaser.

In the event that any of the foregoing conditions shall not be fulfilled at or prior to Closing, the Purchaser may, in its absolute and unfettered discretion, terminate this Agreement by written notice to the Receiver without any penalty, liability, cost or compensation whatsoever to the Purchaser, the Deposit shall be returned forthwith to the Purchaser without interest or deduction and each of the Receiver and the Purchaser shall be released from any further obligations and liabilities in respect of this Agreement.

### **14. RECEIVER'S CLOSING DELIVERIES**

The Receiver covenants and agrees to execute, where applicable, and deliver the following to the Purchaser at Closing or on such other date expressly provided herein:

- a. a copy of the issued and entered Approval and Vesting Order authorizing and approving this Agreement and vesting in the Purchaser all right, title and interest of the Debtor and Mobin and the Receiver in and to the Purchased Assets, free and clear of all claims and encumbrances save and except for the Permitted Encumbrances, in accordance with the provisions of this Agreement (collectively, the "Approval and Vesting Order") and in a form substantively similar to what is attached as Schedule "B" hereto;

- b. a statement of adjustments (the "Statement of Adjustments") prepared in accordance with Section 4 hereof, to be delivered not less than two (2) Business Days prior to Closing, which shall have annexed to it complete details of the calculations used by the Receiver to arrive at all of the debits and credits thereon;
- c. the Receiver's undertaking to re-adjust any item on or omitted from the statement of adjustments, in accordance with Section 4 hereof;
- d. a direction from the Receiver designating the party or parties to which the balance of the Purchase Price described in Section 3 hereof shall be paid; in the event that the Receiver designates more than one party then it shall also designate amounts payable to each of the parties;
- e. keys for the Lands and Buildings which are in the possession or control of the Receiver;
- f. a certificate of the Receiver certifying each of the Receiver's representations and warranties contained in this Agreement is true as at Closing;
- g. a certificate of the Receiver setting out that the Receiver is not a "non-resident" of Canada within the meaning and purpose of Section 116 of the *Income Tax Act* (Canada) and is not the agent nor trustee of a "non-resident; and
- h. such further documentation relating to the completion of the transaction contemplated hereunder as shall be otherwise referred to herein, or required by law and/or any Government Authority; provided that such further documentation is in a form satisfactory to the Receiver, taking into consideration the fact that the Receiver is selling the Purchased Assets as Court-appointed receiver.

#### 15. PURCHASER'S CLOSING DELIVERIES

The Purchaser covenants and agrees to execute, where applicable, and deliver the following to the Receiver at or prior to Closing:

- a. a direction from the Purchaser designating the transferee(s) in the Approval and Vesting Order (required only in the event that the Approval and Vesting Order is to be inscribed in favour of a person/entity other than the Purchaser);
- b. the Purchaser's undertaking to re-adjust any item on or omitted from the statement of adjustments, subject to the limitation contained in Section 4 hereof;
- c. the Purchaser's certificate setting out that each of the Purchaser's representations and warranties contained in this Agreement is true as at Closing;
- d. a certified copy of a resolution of the board of directors of the Purchaser authorizing the execution of this Agreement and the performance of each of the Purchaser's obligations hereunder;
- e. evidence of payment by the Purchaser of any commission or other remuneration payable to the Purchaser's agent, if any, in connection with the purchase of the Purchased Assets, or a

certificate from the Purchaser certifying that it has not retained any such agent and that no such commission or other remuneration is payable;

- f. an environmental indemnity indemnifying and holding the Receiver harmless from any and all damages, claims, actions, losses, costs, liabilities or expenses (collectively "Damages") suffered or incurred by the Receiver, directly or indirectly, as a result of or in connection with any of the following, whether arising as a result of the actions of Receiver and/or its predecessors, or of any party claiming through the Receiver, or otherwise, and without restricting the generality of the foregoing, which include Damages incurred in addressing an administrative order by a Government Authority or in addressing a notice, investigation or other process which could reasonably be anticipated to result in such an order:
  - i. the breach by the Purchaser or those for whom it is responsible at law of any Environmental Law applicable to the Lands; or,
  - ii. the release or threatened release of any Hazardous Materials owned, managed, generated, disposed of, controlled or transported by or on behalf of the Purchaser;
- i. the balance of the Purchase Price described in Section 3 hereof; and
- j. any other documentation relative to the completion of this Agreement as may reasonably be required by the Receiver or the Receiver's Solicitors.

#### 16. PLANNING ACT (ONTARIO)

This Agreement shall be effective to create an interest in the Lands for the Purchaser only if the provisions of the *Planning Act* (Ontario) are complied with prior to Closing.

#### 17. HARMONIZED GOODS AND SERVICES TAX

- a. The transaction contemplated hereunder may be subject to harmonized sales tax ("HST") levied pursuant to the Act, in which case HST shall be in addition to and not included in the Purchase Price and shall be collected and remitted in accordance with the Act.
- b. In the event that part or all of the transaction contemplated by this Agreement is subject to HST, the Purchaser may deliver, prior to Closing, its certificate in form prescribed by the Act or, if no such form is prescribed, then in reasonable form, certifying that the Purchaser shall be liable for, shall self-assess and shall remit to the appropriate Government Authority all HST payable in respect of the transaction contemplated hereunder. If the Purchaser is a "prescribed recipient" under the Act and/or is registered under the Act, then the Purchaser's certificate shall also include certification of the Purchaser's prescription and/or registration, as the case may be, and the Purchaser's HST registration number. If the Purchaser shall fail to deliver its certificate hereunder, then the Purchaser shall tender to the Receiver, at Closing, in addition to the balance due at Closing described in Section 3 hereof, an amount equal to the HST that the Receiver shall be obligated to collect and remit, if any, in connection with the transaction contemplated by this Agreement.
- c. The Purchaser shall indemnify and save harmless the Receiver from all claims, liabilities, penalties, interest, costs and legal and other expenses incurred, directly or indirectly, in

connection with the assessment of HST payable in respect of the transaction contemplated hereunder.

18. NOTICE

Any notice given hereunder shall be in writing and delivered or communicated by email to:

in the case of the Purchaser to:

c/o Ron Lavy  
Place Doree  
350-1 Westmount Square  
Montreal, Quebec H3Z 2P9

Email: [ron@placedoree.com](mailto:ron@placedoree.com)

with a copy to the Purchaser's Solicitor:

Merovitz Potechin LLP  
1565 Carling Avenue, Suite 300  
Ottawa, Ontario K1Z 8R1

Attention: Bram Potechin  
Email: [bram@mpottawa.com](mailto:bram@mpottawa.com)

and in the case of the Receiver to:

Albert Gelman Inc.  
100 Simcoe Street, Suite 125  
Toronto, Ontario M5H 302  
Fax: 416 504 1655

Attention: Bryan Gelman  
Email: [bgelman@albertgelman.com](mailto:bgelman@albertgelman.com)

with a copy to the Receiver's Solicitor at:

Lipman, Zener, Waxman LLP  
1220 Eglinton Avenue West  
Toronto, Ontario M6C 2E3  
Fax: 416 789 9015

Attention: Jeysa Martinez  
Email: [jmartinez@lzylaw.com](mailto:jmartinez@lzylaw.com)

Such notice shall be deemed to have been delivered upon delivery or communicated upon transmission unless such notice is delivered or transmitted outside of usual business hours, in which event the notice shall be deemed to have been delivered or transmitted on the next Business Day. A party may change its address by providing notice in accordance with this Section 18.

#### **19. WAIVER OF CONDITIONS**

Except as otherwise provided in this Agreement, all conditions contained herein have been inserted for the mutual benefit of both the Receiver and the Purchaser, and are conditions of the obligations of such parties to complete the transaction contemplated hereunder at Closing and are not conditions precedent of this Agreement. Any one or more of the said conditions may be waived, in writing, in whole or in part, by the benefiting party without prejudice to the benefiting party's right of termination in the event of the non-fulfilment of any other condition, and, if so waived, this Agreement shall be read exclusive of the said condition or conditions so waived. For greater certainty, the Closing of the transaction contemplated hereunder by a party hereof shall be deemed to be a waiver by such party of compliance with any condition inserted for its benefit and not satisfied at Closing.

#### **20. SEVERABILITY**

If any provision contained in this Agreement or the application thereof to any person/entity or circumstance is, to any extent, invalid or unenforceable, the remainder of this Agreement and the application of such provision to persons/entities or circumstances other than those to whom/which it is held invalid or unenforceable, shall not be affected thereby and each provision contained in this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.

#### **21. DIVISION/HEADINGS**

The division of this Agreement into Sections, Subsections, Paragraphs and Subparagraphs and the insertion of headings or captions are for convenience of reference only and shall not affect the construction or interpretation of this Agreement or any part hereof.

#### **22. ENTIRE AGREEMENT**

This Agreement and the schedules attached hereto, constitute the entire agreement between the Receiver and the Purchaser in respect of the Purchased Assets. Each of the parties acknowledges that, except as contained in this Agreement, there is no representation, warranty, collateral agreement or condition (whether a direct or collateral condition or an express or implied condition) which induced it to enter into this Agreement.

#### **23. CUMULATIVE REMEDIES**

No remedy conferred upon or reserved to one or both of the parties hereto is intended to be exclusive of any other remedy, but each remedy shall be cumulative and in addition to every other remedy conferred upon or reserved hereunder, whether such remedy shall be existing or hereafter existing, and whether such remedy shall become available under common law, equity or statute.

#### **24. INTERPRETATION**

This Agreement shall be read with all changes of gender and number as required by the context.

## 25. REFERENCES TO STATUTES

Except as otherwise provided in this Agreement, references to any statute herein shall be deemed to be a reference to such statute and any and all regulations from time to time promulgated thereunder and to such statute and regulations as amended or re-enacted from time to time. Any reference herein to a specific section or sections, paragraph or paragraphs and/or clause or clauses of any statute or regulations promulgated thereunder shall be deemed to include a reference to any corresponding provision of future law.

## 26. TIME OF ESSENCE

Time shall in all respects be of the essence hereof provided that the time for the doing or completing of any matter referred to herein may be extended or abridged by an agreement, in writing, executed by the Receiver and the Purchaser or their respective solicitors who are hereby expressly appointed for that purpose.

## 27. CANADIAN FUNDS

All references to dollar amounts contained in this Agreement shall be deemed to refer to Canadian funds.

## 28. FURTHER ASSURANCES

Except as otherwise expressed herein to the contrary, each party shall, without receiving additional consideration therefor, co-operate with and take such additional actions as may be requested by the other party, acting reasonably, in order to carry out the purpose and intent of this Agreement.

## 29. NON-BUSINESS DAYS

In the event that any date specified or any date contemplated in this Agreement shall fall upon a day other than a Business Day, then such date shall be deemed to be the next following Business Day.

## 30. DOCUMENTATION REGISTRATION AND COUNSEL

The Purchaser shall be responsible for and pay all registration costs incurred in connection with the transaction contemplated in this Agreement. Except as otherwise expressly provided in this Agreement, each of the Receiver and the Purchaser shall be responsible for and pay all legal and other professional/consultant fees and disbursements incurred by it, directly or indirectly, in connection with this Agreement.

## 31. LAND TRANSFER TAXES

The Purchaser shall pay on or prior to Closing all land transfer taxes (as required pursuant to the *Land Transfer Tax Act* (Ontario)) payable in connection with the transfer of the Purchased Assets pursuant to this Agreement.

## 32. ASSIGNMENT

The Purchaser shall have the right to assign part or all of its interest under this Agreement provided that it has provided written Notice to the Receiver and provided further that the named Purchaser

remains jointly liable under the terms of this Agreement until Closing and the named Purchaser shall not be released from any of its obligations, covenants or liability under this Agreement upon such assignment and it shall be required to execute all closing documents, together with its assignee. In addition, the Purchaser shall have the right to direct the Receiver on the completion date to transfer title to the Property to a third party (provided that such third party is acting as bare trustee and nominee on behalf of the Purchaser), by delivery of notice of such direction prior to completion.

### 33. ACCESS TO LANDS

Subject to the requirements set out in Section 5 herein, the Receiver will allow the Purchaser and the Purchaser's authorized representatives access to the Buildings and Lands from time to time during normal business hours until Closing to carry out such reasonable tests and inspections as the Purchaser or its authorized representatives may deem necessary, provided that such inspections will be conducted in such manner so as to comply with the Receiver's requirements and further provided that the Building and the Lands will be restored and repaired forthwith to its former condition at the Purchaser's sole expense and the Purchaser will indemnify and hold harmless the Receiver for any costs, losses, damages, physical injury or other liability which the Receiver may suffer or incur as a result of such tests or inspections. If this Agreement is terminated and the Purchaser is entitled to the return of the Deposit, if the Purchaser does not restore and repair the Property as aforesaid, the Receiver shall be entitled to deduct the reasonably anticipated cost of such restoration and repair, as determined by the Receiver's independent architect, engineer or contractor, acting reasonably, from the First Deposit (the "Damage Deduction") and in such case, the Purchaser will direct the Purchaser's Solicitors to pay the Damage Deduction amount to the Receiver, without limiting its recourse to such other remedies as it may have in that regard. The foregoing amount shall be subject to readjustment based on the actual cost, once such work has been completed and invoiced. The foregoing provision shall survive the termination of this Agreement.

Prior to entry onto the Property, the Purchaser shall have in effect a policy of general liability insurance with coverages in accordance with normal commercial practices in Ottawa, Ontario. At the Receiver's request, the Purchaser shall provide evidence of such insurance prior to any entry onto the Property.

Notwithstanding anything to the contrary contained herein, the Purchaser shall not be permitted to carry out any intrusive testing or investigations without the prior written consent of the Receiver, which consent shall not be unreasonably withheld or delayed and which testing and investigations shall, at the option of the Receiver, be carried out in the presence of a representative of the Receiver. The Purchaser shall be entitled to request information from municipal, building department, zoning department, environmental department, fire department and such other authorities as the Purchaser or the Purchaser's Solicitors may consider necessary or advisable at any time and from time to time prior to Closing in order to ensure compliance with all Applicable Laws, provided it does not directly or indirectly request that any of such parties conduct an inspection of the Property. The Receiver shall provide any consents or authorizations (written or otherwise) that are prepared by the Purchaser's Solicitors as are required to enable the Purchaser or the Purchaser's Solicitors to request such information (provided that such authorizations on their face indicate that inspections are neither requested nor authorized and further provided that such form and content of authorization is approved by the Receiver's Solicitor), as soon as reasonably practicable after request thereof.

### 34. COMMISSION

The Receiver hereby agrees that it will be responsible for all real estate commissions payable to C&W Ottawa Inc. in this transaction. Save as otherwise specifically provided, each of the Parties hereto shall

be responsible for and shall pay all taxes, costs, expenses and legal or other fees incurred by it in connection with the negotiations, settlement and execution of this Agreement and all matters related thereto and shall indemnify and hold harmless the other Parties from and against any and all Claims in respect of any such expenses, costs or fees. The Receiver hereby indemnifies and saves harmless the Purchaser from any and all claims made against the Purchaser in respect of any commissions or fees that may be claimed by real-estate broker or agent used or retained by the Receiver. The Purchaser hereby indemnifies and saves harmless the Receiver from any and all Claims made against the Receiver in respect of any commissions or fees that may be claimed by real-estate broker or agent used or retained by the Purchaser. This Section 33 shall survive the Closing.

### **35. NON-REGISTRATION OF AGREEMENT**

The Purchaser acknowledges that this Agreement is personal to the Purchaser and that this Agreement or any monies paid hereunder do not create an interest in the Lands and the Purchaser further acknowledges that upon any breach of this Agreement by the Receiver, the Purchaser has an adequate remedy in damages. The Purchaser agrees that it will not register this Agreement on title and will not cause this Agreement to be registered on title on the Purchaser's behalf and that no reference to or notice of the Agreement or any caution, certificate of pending litigation or other similar court process in respect thereof shall be registered on title to the Lands by the Purchaser or anyone acting on its behalf, and the Purchaser shall be deemed to be in default under this Agreement if it makes any registration or causes or permits any registration to be made on its behalf on title to the Lands prior to the Date of Closing.

### **36. RECEIVER'S CAPACITY**

It is acknowledged by the Purchaser that Albert Gelman Inc. is entering into this Agreement solely in its capacity as equitable receiver and receiver in aid of execution, appointed pursuant to the Order of the Honourable Mr. Justice Hailey of the Ontario Superior Court of Justice, Commercial List, dated May 22, 2018, without security, over the Purchased Assets, with legal title being held in the name of the Mobin Foundation, and the Receiver acts as Court-appointed receiver and not in its personal or corporate capacity, and without personal or corporate liability and Albert Gelman Inc. shall have no personal or corporate liability under or as a result of this Agreement. The term "Receiver" as used in this Agreement shall have no inference or reference to the present registered owner of the Purchased Assets.

### **37. CONFIDENTIALITY**

The Purchaser agrees that all information and documents supplied by the Receiver 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 Receiver'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 Project Documents) shall forthwith be returned intact to the Receiver and no copies or details thereof shall be retained by the Purchaser or anyone acting on its behalf. The Purchaser further agrees that unless and until the terms of this Agreement become public knowledge in connection with an application to the Court for approval of the Agreement and/or the Vesting Order, the Purchaser shall keep such terms 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.

38. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns.

39. TIME FOR ACCEPTANCE

The offer to purchase comprising this Agreement shall be irrevocable by the Purchaser and open for acceptance by the Receiver until 5:00 p.m. (Toronto time) on January 13, 2019 (the "Irrevocable Date"), after which time, if this Agreement is not accepted by the Receiver, then the said offer to purchase in this Agreement shall be null and void and of no further force and effect, and the Deposit shall be returned to the Purchaser, forthwith and without deduction.

40. COUNTERPARTS/DELIVERY

This Agreement may be executed in separate counterparts, each of which when executed shall be deemed to be an original, and such counterparts taken together shall constitute one and the same agreement. The signature of any party to any counterpart shall be deemed to be a signature to and may be appended to any other counterpart. This Agreement may be executed and delivered by telecopy, email, or other electronic transmission, and, if so executed and transmitted, this Agreement shall be for all purposes as effective as if the parties had delivered an executed original Agreement.

DATED as of the date first mentioned above.

PURCHASER:

11172765 CANADA INC.

Per: 

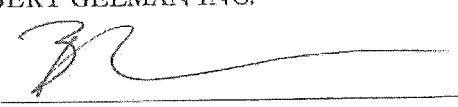
Ron Lavy - President

*I have authority to bind the Corporation*

The Receiver hereby accepts the foregoing offer to purchase and its terms and agrees with the Purchaser to duly complete the transaction contemplated thereunder.

DATED this 11 day of JANUARY, 2018<sup>9</sup>

ALBERT GELMAN INC.

Per: 

Name: Bryan Gelman, *in its capacity as equitable receiver and receiver in aid of execution, and not in its personal or corporate capacity, and without personal or corporate liability*

Title:

*I have authority to bind the Corporation*

**Schedule "A"**

**Appointment Order**

**(ON FOLLOWING 19 PAGES)**

Properties			
<b>PIN</b>	04204 - 0270	LT	Interest/Estate Fee Simple
<b>Description</b>	PART OF LOT F, CONCESSION D, RIDEAU FRONT BEING PARTS 11 AND 12 ON PLAN 4R-698, SAVE AND EXCEPT PART 1 ON PLAN 4R-5541 AND PART 1 ON PLAN 4R-1022. SUBJECT TO CERTAIN RESTRICTIONS CONTAINED WITHIN THE ORIGINAL PATENT FROM THE CROWN NAMELY FREE ACCESS TO THE ABOVE FOR ALL VESSELS, BOATS AND PERSONS.		
<b>Address</b>	NEPEAN		
<b>PIN</b>	04204 - 0267	LT	Interest/Estate Fee Simple
<b>Description</b>	PART OF LOT F, CONCESSION D, RIDEAU FRONT, BEING PARTS 3 AND 4 ON PLAN 4R-14887 PART OF WHICH BEING PART OF HURDMAN ROAD OPENED BY BYLAW N878171 AND CLOSED BY BYLAW N833482 AND PART 41 ON PLAN 4R-369 LYING EAST OF PART 1 ON PLAN 4R-10234 AND PART 1 ON PLAN 4R-11889, OTTAWA.		
<b>Address</b>	NEPEAN		
<b>PIN</b>	04204 - 0243	LT	Interest/Estate Fee Simple
<b>Description</b>	PCL F-29, SEC NP-DRF; PT LT F, CON DRF, (OPENED BY BYLAW 20-80, REGISTERED AS NO. 227761 AND CLOSED BY BYLAW 217-92 REGISTERED AS NO 708058) BEING PT 1, 4R1130; OTTAWA/NEPEAN		
<b>Address</b>	NEPEAN		
<b>PIN</b>	04204 - 0245	LT	Interest/Estate Fee Simple
<b>Description</b>	PCL F-2, SEC NP-DRF; PT LT F, CON DRF, PT 8, 4R7788-S/T CERTAIN RESTRICTIONS CONTAINED WITHIN THE ORIGINAL PATENT FROM THE CROWN NAMELY FREE ACCESS TO THE ABOVE FOR ALL VESSELS, BOATS AND PERSONS; OTTAWA/NEPEAN		
<b>Address</b>	NEPEAN		

Party From(s)	
<b>Name</b>	ONTARIO SUPERIOR COURT OF JUSTICE-COMMERCIAL LIST
<b>Address for Service</b>	

Applicant(s)	Capacity	Share
<b>Name</b>	BENNETT, MARLA-ESTATE	
<b>Address for Service</b>	c/o ALBERT GELMAN INC. 100 SIMCOE ST., SUITE 128, TORONTO, ONTARIO, M5H 3G2	
<b>Name</b>	BENNETT, MICHAEL	
<b>Address for Service</b>	c/o ALBERT GELMAN INC. 100 SIMCOE ST., SUITE 128, TORONTO, ONTARIO, M5H 3G2	
<b>Name</b>	BENNETT, LINDA	
<b>Address for Service</b>	c/o ALBERT GELMAN INC. 100 SIMCOE ST., SUITE 128, TORONTO, ONTARIO, M5H 3G2	
<b>Name</b>	BENNETT, LISA	
<b>Address for Service</b>	c/o ALBERT GELMAN INC. 100 SIMCOE ST., SUITE 128, TORONTO, ONTARIO, M5H 3G2	

**Statements**

The applicant applies to register the following order See Schedule. The order is still in full force and effect  
 I, BYLES WAJMAN solicitor make the following law statement REGISTRATION OF THIS DOCUMENT IS NOT PROHIBITED BY  
 REGISTRATION NOS. OC1424589 AND OC1426784.

**Signed By**

Mylan Harvey Waxman 1220 Eglinton Ave. W. acting for Signed 2018 05 30  
Toronto Applicant(s)  
M6C 2E3

Tel 416-769-0852

Fax 416-769-0016

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

**Submitted By**

LIPMAN ZENER WAXMAN 1220 Eglinton Ave. W. 2018 05 30  
Toronto  
M6C 2E3

Tel 416-769-0852

Fax 416-769-0016

**Fees/Taxes/Payment**

Statutory Registration Fee \$83.65  
Total Paid \$83.65

**File Number**

Party From Client File Number : 00503  
Applicant Client File Number : 05503

Court File No. CV-13-10204-00CL  
Court File No. CV-14-10403-00CL

ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST



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TUESDAY, THE 22<sup>ND</sup>  
DAY OF MAY, 2018

IN THE MATTER OF AN APPLICATION PURSUANT TO THE  
RECIPROCAL ENFORCEMENT OF JUDGMENTS ACT, R.S.O. 1990, c.  
R.5

AND IN THE MATTER OF AN AMENDED ORDER OF THE SUPREME  
COURT OF NOVA SCOTIA ISSUED MARCH 22, 2013

BETWEEN:

ESTATE OF MARIA BENNETT, MICHAEL BENNETT,  
LINDA BENNETT and LISA BENNETT

Plaintiffs

and

ISLAMIC REPUBLIC OF IRAN and  
IRANIAN MINISTRY OF INFORMATION AND SECURITY

Defendants

and

THE ATTORNEY GENERAL FOR CANADA

Intervener

AND BETWEEN:

EDWARD TRACY, by his Litigation Guardian Charles Murphy, ELIZABETH  
CICCIPIO-PULEO, estate of HELEN FAZIO, estate of DOMENIC CICIPPIO,  
DAVID B. CICIPPIO, ERIC R. CICIPPIO, RICHARD DENNIS CICIPPIO,  
THOMAS J. CICIPPIO, estate of PAUL V. CICIPPIO, ALLEN JOHN  
CICIPPIO, estate of ROSE ABELL, ANTHONY CICIPPIO, estate of  
ALEXANDER CICIPPIO, NICHOLAS B. CICIPPIO and estate of JOSEPH J.  
CICIPPIO JR.

Applicants

and

THE IRANIAN MINISTRY OF INFORMATION AND SECURITY,  
THE ISLAMIC REPUBLIC OF IRAN and  
THE IRANIAN REVOLUTIONARY GUARD CORP.

Respondents

ORDER

WHEREAS between 2003 and 2007 the Applicants and Plaintiffs obtained judgments against the Respondents, The Iranian Ministry of Information and Security ("MIS"), the Islamic Republic of Iran ("Iran") and The Iranian Revolutionary Guard Corp. (the "Revolutionary Guards"), in the United States District Court for the District of Columbia (the "US Judgments");

AND WHEREAS by order made March 22, 2013, Roberston J. of the Nova Scotia Supreme Court recognized the Applicants' US Judgments and made them an order of the Supreme Court of Nova Scotia;

AND WHEREAS by Order made May 22, 2013, Chapnik J. of the Ontario Superior Court of Justice ordered that the Nova Scotia Order be registered as an Order of the Ontario Superior Court of Justice (the "Traey Recognition Order") pursuant to the *Reciprocal Enforcement of Judgments Act*, R.S.O. 1990, c. R.5;

AND WHEREAS recognition proceedings were also started in the Ontario Superior Court of Justice Court in 2012 by the Estate of Marla Bennett (CV-12-463434) which resulted in the granting of a *Mareva* injunction to restrain Iran/MIS from dissipating 290 Sheppard Avenue West, Toronto and 2 Robinson Avenue, Ottawa (hereinafter collectively referred to as the "Properties") which injunction was expanded to include the registered owners of the Sheppard Avenue and Robinson properties, Farhangiran Inc. and The Mobin Foundation, respectively;

AND WHEREAS by Order dated March 17, 2014 Justice D.M. Brown, as he then was, ordered and declared that the Properties are beneficially owned by Iran and that the Sheriffs of

the City of Toronto and City of Ottawa, are to enforce the Applicants' Writs of Seizure and Sale as against the Properties;

AND WHEREAS by Order dated June 9, 2016 Justice Hainey ordered and declared that the Plaintiffs' US Judgments be recognized as an Order of the Ontario Superior Court of Justice (the "Bennett Recognition Order") pursuant to the *Justice for Victims of Terrorism Act*, S.C. 2012, c. 1, s. 2, that a Writ of Seizure and Sale be issued in the Bennetts' favour, and that it be enforceable against the Properties;

THIS MOTION made by the Plaintiffs/Applicants for an Order pursuant section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C43, as amended (the "CJA"), and Rules 37, 41 and 60 of the *Rules of Civil Procedure*, appointing Albert Gelman Inc. as equitable receiver and receiver in aid of execution (the "Receiver"), without security, of the Properties beneficially owned by Iran (the "Debtor"), on the terms set out below, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of John Adair sworn May 17, 2018 and the exhibits thereto, and on hearing the submissions of counsel for the Plaintiffs/Applicants, no one appearing for the Defendants/Respondents although duly served as appears from the affidavit of service of Alex Fidler-Wener sworn May 22, 2018, and on reading the consent of Albert Gelman Inc. to act as the Receiver;

#### SERVICE

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

#### APPOINTMENT

2. THIS COURT ORDERS that pursuant to section 101 of the CJA and Rules 37, 41 and 60 of the *Rules of Civil Procedure*, Albert Gelman Inc. is hereby appointed Receiver, without security, of the following properties beneficially owned by the Debtor:

- (a) PT LT 3 PL 2069 TWP OF YORK AS IN TB862589; TORONTO (N YORK) CITY OF TORONTO, PIN NO. 10146-0396 (LT) and municipally known as 290 Sheppard Avenue West, Toronto, ON (hereinafter the "Sheppard Property"), with legal title being held in the name of Farhangiran Inc.;
- (b) PCL F-29, SEC NP-DRF; PT LT F, CON DRF, (OPENED BY BYLAW 20-80, REGISTERED AS NO. 227761 AND CLOSED BY BYLAW 217-92 REGISTERED AS NO. 795055) BEING PT 1, 4R1130, PIN No. 04204-0243 (LT) and municipally known as 2 Robinson Avenue, Ottawa, ON, with legal title being held in the name of The Mobin Foundation;
- (c) PCL F-2, SEC NP-DRF; PT LT F, CON DRF, PT 6 4R7768; S/T CERTAIN RESTRICTIONS CONTAINED WITHIN THE ORIGINAL PATENT FROM THE CROWN, PIN No. 04204-0245 (LT) and municipally known as 2 Robinson Avenue, Ottawa, ON, with legal title being held in the name of The Mobin Foundation;
- (d) PART OF LOT F, CON D, RIDEAU FRONT, BEING PARTS 3 AND 4 ON PLAN 5R-14667, PART OF WHICH BEING PART OF HURDMAN ROAD OPENED BY BYLAW NS79171 AND CLOSED BY BYLAW N633492 AND PART 41; PL 4R-299 LYING EAST OF PART 1 ON PL 5R-10234 AND PART 1 ON PL 4R-11899, PIN No. 04204-0267 (LT) and municipally known as 2 Robinson Avenue, Ottawa, ON, with legal title being held in the name of The Mobin Foundation; AND
- (e) PART OF LOT F, CON D, RIDEAU FRONT, BEING PARTS 11 AND 12 ON PLAN 4R-598, SAVE AN EXCEPT PART 1 ON PLAN 4R-5541 AND PART 1 ON PLAN 4R-1022, PIN No. 04204-0270 (LT) and municipally known as 2 Robinson Avenue, Ottawa, ON, with legal title being held in the name of The Mobin Foundation (collectively with the properties described in paragraphs 2(b), 2(c) and 2(d), the "Robinson 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 Sheppard Property and Robinson Property (collectively, the "Properties").

4. THIS COURT ORDERS that 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, in respect of the Properties:

- (a) to take possession of and exercise control over the Properties and any and all proceeds, receipts and disbursements arising out of or from the Properties;
- (b) to receive, preserve, and protect the Properties, 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 in respect of the Properties, 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 in relation to the Properties;
- (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;
- (f) to receive and collect all monies and accounts now owed or hereafter owing and to exercise all remedies in collecting such monies;

- (g) to settle, extend or compromise any indebtedness owing in respect of the Properties;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Properties 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 Properties 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 Properties, including advertising and soliciting offers in respect of the Properties 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 Properties or any part or parts thereof out of the ordinary course of business, with the approval of this Court.
- (l) to apply for any vesting order or other orders necessary to convey the Properties or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such the Properties;
- (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 Properties 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 Properties against their title;
- (o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof;

- (p) to enter into agreements with any trustee in bankruptcy who may be appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any of the Properties;
- (q) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations, including without limitation, undertaking a review of any documentation that may be located at the Properties and to report to the Court in the event the Receiver discovers information it opines may assist in enforcing the Tracy and Bennett Recognition Orders;
- (r) in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtor, and without interference from any other Person; and
- (s) if the Receiver deems it necessary, it may exercise any of its powers set forth herein with the assistance of the local police authorities and/or the RCMP.

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

5. THIS COURT ORDERS that (i) the Debtor, (ii) The Mobla Foundation, (iii) Farhangeiran Inc., (iv) all of their respective current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (v) 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 grant immediate and continued access to the Properties to the Receiver, and shall deliver possession of the Properties to the Receiver upon the Receiver's request.

6. 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 Properties, 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.

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

#### NO PROCEEDINGS AGAINST THE RECEIVER

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 PROPERTY

9. THIS COURT ORDERS that no Proceeding against or in respect of the Properties 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 Properties 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 Receiver, or affecting the Properties, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court and further provided that nothing in this paragraph shall (i) empower the Receiver to carry on any business, (ii) exempt the Receiver 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 relation to the Properties, 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 in respect of the Properties are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating such oral or written agreements without the Receiver's written consent, 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 in relation to the Properties such as but not limited to hydro deposits and rents, if any, and from the sale of all or any of the Properties 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.

**PIPEDA**

14. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Properties and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Properties (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 of the Properties shall be entitled to continue to use the personal information provided to it, and related to the Properties purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

**LIMITATION ON ENVIRONMENTAL LIABILITIES**

15. THIS COURT ORDERS that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "Possession") of any of the Properties 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 Properties within the meaning of any Environmental Legislation, unless it is actually in possession.

#### LIMITATION ON THE RECEIVER'S LIABILITY

16. THIS COURT ORDERS that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded to the Receiver by section 14.06 of the *Bankruptcy and Insolvency Act* (the "BIA") or by any other applicable legislation.

#### RECEIVER'S ACCOUNTS

17. THIS COURT ORDERS that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, 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 Properties, 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 Properties 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), of the BIA.

18. THIS COURT ORDERS that should the fees of the Receiver and counsel to the Receiver exceed the retainer funds provided to them, the Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

19. THIS COURT ORDERS that prior to the passing of its accounts, if same becomes necessary, 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, if applicable.

#### FUNDING OF THE RECEIVERSHIP

20. THIS COURT ORDERS that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$150,000.00 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "Receiver's Borrowings Charge") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

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

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

#### SERVICE AND NOTICE

24. THIS COURT ORDERS that the 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/ce/practice/practice-directions/toronto/e-service-protocol/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall

constitute an order for substituted service pursuant to Rule 16.04 of the *Rules of Civil Procedure*. Subject to Rule 3.01(d) of the *Rules of Civil Procedure* and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL: <http://www.albertgelman.com/corporate-solutions/other-engagements/>.

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

#### GENERAL

26. 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.

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

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

of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

29. THIS COURT ORDERS that the Plaintiff shall have its costs of this motion, up to and including entry and service of this Order on a substantial indemnity basis, ~~shall be the responsibility of the Plaintiff~~, to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.

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

31. THIS COURT ORDERS that service on Farhangeva Inc. and The Mohin Foundation with respect to any future proceedings in connection with this Recevaship shall be made and effective pursuant to this Court's Orders dated April 12, 2013 (Justice Moore), June 26, 2013 (Justice Gvozer), and June 23, 2014 (Justice DM Brown).

32. THIS COURT ORDERS that service on the Defendants / Respondents with respect to any future proceedings in connection with this Recevaship shall be made and effective by email to counsel Stevenson Whetton Maedonald & Swan LLP, csterenson@stevensonlaw.net.

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

MAY 22 2018

PER / PAR:

SCHEDULE "A"

RECEIVER CERTIFICATE

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

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

1. THIS IS TO CERTIFY that [RECEIVER'S NAME], the receiver (the "Receiver") of the assets, undertakings and properties [DEBTOR'S NAME] acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (collectively, the "Property") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated the \_\_\_ day of \_\_\_, 20\_\_ (the "Order") made in an action having Court file number \_\_\_-CL-\_\_\_\_\_, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$ \_\_\_\_\_, being part of the total principal sum of \$ \_\_\_\_\_ which the Receiver is authorized to borrow under and pursuant to the Order.

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

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

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

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

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

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

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

[RECEIVER'S NAME], solely in its capacity  
as Receiver of the Property, and not in its  
personal capacity

Per: \_\_\_\_\_

Name:

Title:

THE ESTATE OF MARILYN BENNETT, et al. -and- THE ISLAMIC REPUBLIC OF IRAN, et al. Court File No. CV-13-10204-00CL  
EDWARD TRACTY, et al. -and- THE ISLAMIC REPUBLIC OF IRAN, et al. Court File No. CV-14-10403-00CL  
Plaintiffs / Applicants Defendants / Respondents

ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST  
PROCEEDINGS COMMENCED AT  
TORONTO

ORDER

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Fax: 647.689.2059

Lawyers for the Plaintiffs / Applicants

**Schedule "B"**

**Approval and Vesting Order**

To be delivered following acceptance in form and content to the reasonable satisfaction of the Purchaser's Solicitor and the Receiver's Solicitor

Schedule "C"

Instruments to be Deleted from title to the Lands

Encumbrances to be Deleted from title to the Property by the Vesting Order

PIN 04204-0267

Instrument	Date	Instrument Type	Party From	Party To
OC1424698	October 31, 2012	Restrictions Order	Ontario Superior Court of Justice	Bennett, Michael Bennett, Linda Bennett, Lisa
OC1425794	November 2, 2012	Restriction Order	Ontario Superior Court of Justice	Bennett, Michael Bennett, Linda Bennett, Lisa

PIN 04204-0270

Instrument	Date	Instrument Type	Party From	Party To
OC1424698	October 31, 2012	Restrictions Order	Ontario Superior Court of Justice	Bennett, Michael Bennett, Linda Bennett, Lisa
OC1425794	November 2, 2012	Restriction Order	Ontario Superior Court of Justice	Bennett, Michael Bennett, Linda Bennett, Lisa

PIN04204-0243

Instrument	Date	Instrument Type	Party From	Party To
OC1424698	October 31, 2012	Restrictions Order	Ontario Superior Court of Justice	Bennett, Michael Bennett, Linda Bennett, Lisa
OC1425794	November 2, 2012	Restriction Order	Ontario Superior Court of Justice	Bennett, Michael Bennett, Linda Bennett, Lisa

PIN 042040245

Instrument	Date	Instrument Type	Party From	Party To
OC1424698	October 31, 2012	Restrictions Order	Ontario Superior Court of Justice	Bennett, Michael Bennett, Linda Bennett, Lisa
OC1425794	November 2, 2012	Restriction Order	Ontario Superior Court of Justice	Bennett, Michael Bennett, Linda Bennett, Lisa

## Schedule "D"

### Permitted Encumbrances

#### Assumed Encumbrances – unaffected by the Vesting Order

##### ◦ Permitted Encumbrances (General)

The exceptions and qualifications set out in Section 44(1) (other than clause 11 thereof) of the *Land Titles Act* (Ontario), including the rights of any person who would, but for the *Land Titles Act*, be entitled to the land or any part of it through length of adverse possession, prescription, misdescription or boundaries settled by convention and any lease to which subsection 70(2) of the *Registry Act* applies.

Any inchoate lien for municipal realty taxes, public utility charges or other governmental charges or levies accrued but not yet due and payable or, if due and payable, are adjusted for on Closing.

Any and all interest (including liens, charges, adverse claims, security interests or other encumbrances) of any nature whatsoever now or hereafter claimed or held by Her Majesty the Queen in Right of Canada, Her Majesty the Queen in Right of any province of Canada, or by any other governmental department, agency or authority under or pursuant to any applicable legislation, statute or regulation and which do not, individually or in the aggregate materially impair the servicing, development, construction, operation, occupation, use, management, marketability or value of the Property.

Any municipal by-laws or regulations affecting the Property or its use, and any other municipal land use instrument including, without limitation, official plans and zoning and building by-laws, as well as decisions of the Committee of Adjustment or any other competent authority permitting variances therefrom and all applicable building codes provided same have in each case been complied with in all material respects to the Closing Date and which do not materially impair the use or operation of any part of the Property for the purposes for which it is being used as of the Execution Date.

Title defects or irregularities including any easements or rights of way in favour of any federal, provincial, municipal or other governmental bodies or regulatory authorities, any private or public utility, any railway company or any adjoining owner that do not, in the aggregate, materially impair the servicing, development, construction, operating, occupation, use, management, marketability or value of the Property.

Any subsisting reservations, limitations, provisos, conditions or executions, including royalties, contained in the original grant of the Property from the Crown.

Any interest of any nature whatsoever that are recorded under the *Railway Act* (Canada) or the *Railways Act* (Ontario).

Any and all licences, easements, rights-of-way, rights in the nature of easements and agreements with respect thereto including, without limitation, agreements, easements, licences, rights-of-way and interest in the nature of easements for sidewalks, public ways, sewers, drains, utilities, gas steam and water mains or electric light and power, or telephone and telegraphic conduits, poles, wires and cables provided each have been complied with in all material respects and do not, individually or in the aggregate materially impair the servicing, development, construction, operation, occupation, use, management, marketability or value of the Property.

All applicable laws, including municipal, provincial or federal statutes, by laws, regulations or ordinances including any charge, trust, priority or preference given to or in favour of the Crown, Crown agents or municipalities pursuant thereto.

Those specific instruments more particularly set out below.

**PERMITTED ENCUMBRANCES (SPECIFIC)**

1. Quit Claim Deed CR553943
2. Application to Consolidate LT93811
3. Notice/Site Plan Agreement LT1218722
4. Notice/5% Parkland Levy LT1218723
5. Notice/Private Roads OC187273
6. Application/Court Order OC1997550

**Schedule "E"**

**Legal Description**

**PIN 042040267**

Part of Lot F, Concession D, Rideau Front, Geographic Township of Nepean, now in the City of Ottawa. Being Parts 3 & 4 on 5R-14667 Part of which being Part of Hurdman Road opened by Bylaw NS79171 & Closed by Bylaw N633492 and Part 41 on 4R-299 lying east of Part 1 on 5R -10234 & Part 1 on 4R-11899, Ottawa.

**PIN 042040270**

Part of Lot F, Concession D, Rideau Front, Geographic Township of Nepean, now in the City of Ottawa. Being Parts 11 & 12 on Plan 4R-598, Save & Except Part 1 on 4R-5541 & Part 1 on Plan 4R-1022. Subject to certain restrictions contained within the original patent from the Crown namely free access to the above for all vessels, boats & persons.

**PIN 042040243**

Parcel F-29, Section NP-DRF; Part of Lot F, Concession DRF, Rideau Front, Geographic Township of Nepean, now in the City of Ottawa, (Opened by Bylaw 20-80, Registered as No. 227761 and Closed By Bylaw 217-92 Registered as No 793055. Being Part 1, 4R-1130; Ottawa, Nepean.

**PIN 042040245**

Parcel F-2, Section NP-DRF; Being Part of Lot F, Concession D, Rideau Front, Geographic Township of Nepean, now in the City of Ottawa. Being Part 6 on 4R-7768, subject to certain restrictions contained within the original patent from the Crown namely free access to the above for all vessels, boats and persons.

Schedule "F"

Purchaser's Environmental Indemnity Agreement

ENVIRONMENTAL INDEMNITY AGREEMENT

WHEREAS:

- A. 11172765 CANADA INC. (the "Purchaser") has agreed to purchase the Purchased Assets pursuant to, and as such term is defined in, an agreement of purchase and sale (the "Purchase Agreement") dated January 10, 2019, between the Purchaser and Albert Gelman Inc., in its capacity as equitable receiver and receiver in aid of execution (the "Receiver"), appointed pursuant to the Order of the Honourable Mr. Justice Hainey of the Ontario Superior Court of Justice, Commercial List, dated May 22, 2018, without security, over the property beneficially owned by the Islamic Republic of Iran municipally known as 2 Robinson Avenue, Ottawa, Ontario (the "Property"), with legal title being held in the name of the Mobin Foundation, and the Receiver acts as Court-appointed receiver and not in its personal or corporate capacity, and without personal or corporate liability.
- B. The Receiver requires the Purchaser to execute an Environmental Indemnity Agreement as a prerequisite to Closing.

NOW THEREFORE, for good and valuable consideration, the parties agree as follows:

1. DEFINITIONS

- 1.1 All capitalized terms used but not hereinafter defined shall have the same meaning as that ascribed to them in the Purchase Agreement.
- 1.2 When used in this Agreement, the following words and expressions shall have the following meanings:
- (a) "Applicable Laws" means without limitation (whether in existence on the date of this Agreement or executed, promulgated or published after the date hereof), all applicable local, municipal, provincial, territorial and federal laws, by-laws, statutes, regulations, ordinances, rules, guidelines, policies, codes, standards, certificates, permits, licenses, administrative and judicial orders, judgments, decrees, approvals, directions and permits relating to, without limitation, the regulation, protection, preservation, or reclamation of the environment or natural resources or to human health and safety or to the management, presence, existence, release or handling of any Hazardous Materials as herein defined as well as common law or civil law as applicable.
- (b) "Contiguous Property" means any property that becomes contaminated with Hazardous Materials coming from the Property or any other Property that contaminates the Property.

- (c) "Hazardous Materials" means any contaminants, pollutants, substances or materials that, when released to the natural environment, could have the reasonable prospect of causing, at some immediate or future time, harm or degradation to the natural environment or risk to human health, whether or

- 2 -

not such contaminants, pollutants, substances or materials are or shall become prohibited, controlled or regulated by any Government Authority and any "contaminants", "dangerous substances", "hazardous materials", "hazardous substances", "hazardous wastes", "industrial wastes", "liquid wastes", "pollutants" and "toxic substances", all as defined in, referred to or contemplated in federal, provincial and/or municipal legislation, regulations, orders and/or ordinances relating to environmental, health and/or safety matters and, not to limit the generality of the foregoing, includes asbestos, urea formaldehyde foam insulation and mono- or poly-chlorinated biphenyl wastes;

- (d) "Indemnitor" means the Purchaser.
- (a) "Indemnitees" means each of Albert Gelman Inc., and its directors, officers, employees, shareholders, agents, heirs and attorneys.

## 2. INDEMNIFICATION

2.1 The Indemnitor agrees, at its sole expense, to protect, defend, indemnify, release and hold each Indemnitee harmless from and against any and all claims, demands, damages, losses (including actual loss in value), liens, whether registered or unregistered, liabilities (whether accrued, actual, latent or otherwise), penalties, fines, debts, suits, judgments, awards, administrative or judicial orders, actions, causes of action, proceedings, obligations, costs, charges, fees, expenses and amounts paid in settlement, of whatever kind or nature, (including costs for investigation, remediation, restoration, clean-up, treatment, monitoring, containment and removal (whether voluntarily or involuntarily incurred) relating in any way to Hazardous Materials, legal, accountants', engineers', consultants', contractors' and other professionals' and experts' fees and disbursements and solicitor, client/extra judicial costs), loss of use or decrease in value of the Property or any Contiguous Property, which accrue to or are made against or are incurred by any of the Indemnitees at any time after Closing, and, without limiting the generality of this provision, which arise directly or indirectly from, or are in any way connected with:

- (a) any misrepresentation or inaccuracy of representations and warranties contained in the Information Package relating to Hazardous Materials; and
- (b) the presence, discovery, investigation, remediation, restoration, treatment, monitoring, containment, removal and/or the clean-up of Hazardous Materials from the Property or any Contiguous Property onto which Hazardous Materials have migrated from the Property.

The Indemnitor acknowledges that as between the Indemnitors and the Indemnitees, the Indemnitors will be solely responsible for all expenses whether foreseen or unforeseen relating to the discovery, investigation, remediation, restoration, treatment,

monitoring, clean up, containment or removal of Hazardous Materials from the Property, or from any Contiguous Property as a result of the release of

Hazardous Materials from the Property, and that the indemnity in this Article 2 shall cover all such expenses.

- 2.2 This Agreement shall continue in full force and effect after the Closing Date.
- 2.3 The Indemnitor acknowledges that the amount of its liability hereunder could exceed the entire amount paid by the Indemnitor for the Property.

### 3. MISCELLANEOUS

- 3.1 In the event that this Agreement is executed by more than one party as Indemnitors, the liability of such parties shall be on a joint and several basis.
- 3.2 This Agreement shall be binding upon and enure to the benefit of the Receiver and the Indemnitors and their respective heirs, legal representatives, successors (by amalgamation, reorganization or otherwise) and permitted assigns.
- 3.3 This Agreement shall be governed under the laws of the Province of Ontario and the laws of Canada applicable therein.
- 3.4 The parties hereto have expressly required that this Agreement and all documents, agreements and notices related thereto be drafted in the English language. *Les parties aux présentes ont expressément exigé que le présent contrat et tous les autres documents, conventions ou avis qui y sont afférents soient rédigés en langue anglaise.*

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed and delivered as of the 10<sup>th</sup> day of January, 2019.

11172765(CANADA INC.

Per: \_\_\_\_\_

Name: Ron Lavy  
Title: President

I have authority to bind the Corporation

Schedule "G"

W A I V E R

WAIVER OF LIABILITY AND ACKNOWLEDGEMENT OF RISK

("Waiver of Liability")

THIS SHALL CONFIRM that \_\_\_\_\_ (hereinafter referred to as the "Undersigned") has been advised by Albert Gelman Inc., in its capacity as equitable receiver and receiver in aid of execution (the "Receiver"), appointed pursuant to the Order of the Honourable Mr. Justice Hainey of the Ontario Superior Court of Justice, Commercial List, dated May 22, 2018, and/or its broker, Cushman Wakefield Ottawa Inc. (hereinafter referred to as "C&W"), that the structural framing, roof and ceiling of the buildings situated on or about the property at 2 Robinson Avenue, Ottawa, Ontario (the "Property"), are unsafe and that walking in any proximity to, or walking through any of the building(s) or lands is not recommended and entering the Property is done entirely at the risk of the Undersigned.

THE UNDERSIGNED acknowledges and confirms as follows:

- (a) that should he/she/it elect to walk through the Property they do so at their own risk and peril;
- (b) that he/she/it assumes full responsibility for any and all risk of bodily injury, including, without limitation, serious bodily injury, dismemberment, or death that may result from accessing the Property including risks caused by any negligent omission, negligent act or negligent conduct of the Receiver, C&W or anyone else for whom the Receiver or C&W is legally responsible for at law;

- (c) that this Waiver of Liability is intended to be interpreted as broad and inclusive as permitted by the laws of the Province of Ontario, and that if any portion of this Waiver of Liability that is held/rendered to be invalid by a court of law, it is agreed that the balance of the terms shall continue to be in full legal force and effect;
- (d) that he/she/it has read and voluntarily signs this Waiver of Liability and further agrees that no oral representations, statements, or inducements (apart from the opportunity to assess the Property) have been made; and
- (e) that he/she/it has had the opportunity to seek independent legal advice with respect to the terms set out in this Waiver of Liability and further agrees that the terms contained herein are fully understood.

In addition, the Undersigned and his/her/its successors and assigns, hereby agree to release and save and hold harmless the Receiver, C&W and any of the Receiver's or C&W's agents and employees from any and all costs, injury and damage that the Undersigned or any of its agents, employees or representatives may incur including, without limitation, any injury or damage to any person or property whatsoever, any of which caused by an activity, condition or event arising out of the Undersigned's election to walk through the Property. This Waiver of Liability clause shall be binding upon the Undersigned, the Undersigned's heirs, successors, personal representatives and assigns.

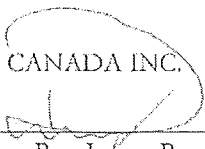
The Undersigned hereby further agrees to indemnify and save the Receiver, C&W and any of the Receiver's or C&W's agents and employees harmless against any and all liability for any claims, losses, damages, injury, death or expense that either the Receiver or C&W may suffer, whether directly or indirectly, and in any way related to the Undersigned or any of its agents, employees or representatives being granted access, accessing or walking through the Property.

The Undersigned confirms that this Waiver of Liability agreement shall be governed by and construed under the laws of the Province of Ontario and jurisdiction shall be vested exclusive in the Ontario Superior Court of Justice.

The Undersigned acknowledges and confirms that he/she/it is voluntarily executing this Waiver of Liability.

DATED at Montreal this 10 day of January , 2019.

11172765 CANADA INC.

Per: 

Print Name: Ron Lavy - President

I have authority to bind the Corporation

# Appendix “C”

## AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT dated as of the 10<sup>th</sup> day of January, 2019

BETWEEN:

ALBERT GELMAN INC., in its capacity as equitable receiver and receiver in aid of execution (the "Receiver"), appointed pursuant to the Order of the Honourable Mr. Justice Hainey of the Ontario Superior Court of Justice, Commercial List, dated May 22, 2018 (the "Appointment Order"), without security, over the property beneficially owned by the Islamic Republic of Iran (the "Debtor") municipally known as 2 Robinson Avenue, Ottawa, Ontario (the "Property"), with legal title being held in the name of the Mobin Foundation ("Mobin"), and the Receiver acts as Court-appointed receiver and not in its personal or corporate capacity, and without personal or corporate liability.

- and -

UNIVERSITY OF OTTAWA, a corporation incorporated and existing under the laws of the province of Ontario (the "Purchaser")

WITNESSES THAT in consideration of the mutual agreements contained in this Agreement, the receipt and sufficiency of which is acknowledged by each of the Receiver and the Purchaser, the Receiver and the Purchaser hereby agree as follows:

### 1. DEFINITIONS AND SCHEDULES

In this Agreement, unless the context clearly indicates otherwise, the following terms shall have the following meanings:

- (a) "Acceptance Date" means the date on which this Agreement is fully executed by both the Receiver and the Purchaser and delivered to each other;
- (b) "Act" means, for purposes of Section 17 hereof only, the *Excise Tax Act* (Canada);
- (c) "Adjustments" shall have the meaning ascribed thereto in Section 4 hereof;
- (d) "Agreement" means this agreement of purchase and sale executed by the Purchaser and accepted by the Receiver, together with the attached schedules;
- (e) "Approval and Vesting Order" shall have the meaning ascribed thereto in Subsection 14(a) hereof;
- (f) "Buildings" means the buildings, improvements, installations and fixtures of every nature and kind situate in, on and/or over the Lands;

- (g) “**Business Day**” means any day other than a Saturday or a Sunday or a statutory holiday in the Province of Ontario;
- (h) “**Claims**” means any and all claims, demands, complaints, grievances, actions, applications, suits, causes of action, orders, charges, indictments, prosecutions or other similar processes, assessments or reassessments, judgments, debts, liabilities, expenses, costs, damages or losses, contingent or otherwise, whether liquidated or unliquidated, matured or unmatured, disputed or undisputed, contractual, legal or equitable, including loss of value, professional fees, including solicitor and client costs and disbursements, and all costs incurred in investigating or pursuing any of the foregoing or any proceeding relating to any of the foregoing, related to the Debtor or the Purchased Assets, and “**Claim**” means any one of them;
- (i) “**Closing**” shall have the meaning ascribed to it in Section 7 hereof;
- (j) “**Closing Documents**” means the documents required to complete the transaction contemplated by this Agreement;
- (k) “**Court**” means the Ontario Superior Court of Justice (Commercial List);
- (l) “**Court Order**” means the order of the Honourable Justice Hainey dated the 22nd day of May, 2018 respecting Court File Numbers CV-13-10204-00CL and CV-14-10403-00CL, whereby, amongst other things, the Receiver, was appointed receiver of the Purchased Assets and was given authority to sell, convey, transfer, lease or assign the Purchased Assets or any part or parts thereof in accordance with the terms of the Court Order, a copy of which Court Order is attached as **Schedule “A”**;
- (m) “**Date of Closing**” or “**Closing Date**” shall have the meaning ascribed to it in Section 7 hereof;
- (n) “**Debtor**” means Islamic Republic of Iran;
- (o) “**Deposit**” shall have the meaning ascribed to it in Subsection 3(a) hereof;
- (p) “**Due Diligence Date**” has the meaning ascribed to it in Section 5 hereof;
- (q) “**DRA**” shall have the meaning ascribed to it in Subsection 8(a) hereof;
- (r) “**Encumbrances**” means all liens, charges, security interests, pledges, leases, offers to lease, title retention agreements, mortgages, restrictions on use, development or similar agreements, easements, rights-of-way, title defects, options or adverse claims or encumbrances of any kind or character whatsoever;
- (s) “**Environmental Law**” means any and all applicable international, federal, provincial, state, municipal or local laws, by-laws, statutes, regulations, treaties, orders, judgments, decrees, ordinances, official directives and all authorizations relating to the environment, occupational health and safety, health protection or any Hazardous Materials and any laws including written policies and guidelines and directives, administrative rulings or

interpretations, that are in effect and applicable to the Receiver on the Execution Date and the Closing Date, as well as the common law and any judicial or administrative order, consent decree or judgment that is in effect and applicable to the Receiver on the Execution Date and the Closing Date, that relates to pollution or the protection of the environment, including, without limitation, the *Atomic Energy Control Act* (Canada), the *Canadian Environmental Protection Act* (Canada), the *Pest Control Products Act* (Canada), the *Transportation of Dangerous Goods Act* (Canada), the *Environmental Protection Act* (Ontario), the *Environmental Assessment Act* (Ontario) and the *Ontario Water Resources Act* (Ontario), and the regulations and guidelines promulgated pursuant thereto or issued by any Governmental Authority in respect thereof, and equivalent or similar local and provincial ordinances and statutory programs and the regulations and guidelines promulgated pursuant thereto;

- (t) “**First Deposit**” shall have the meaning ascribed to it in Subsection 3(a) hereof;
- (u) “**Government Authority**” means any person, body, department, bureau, agency, board, tribunal, commission, branch or office of any federal, provincial or municipal government having or claiming to have jurisdiction over part or all of the Purchased Assets, the transaction contemplated in this Agreement and/or one or both of the parties hereto and shall include a board or association of insurance underwriters;
- (v) “**Hazardous Materials**” means any contaminants, pollutants, substances or materials that, when released to the natural environment, could have the reasonable prospect of causing, at some immediate or future time, harm or degradation to the natural environment or risk to human health, whether or not such contaminants, pollutants, substances or materials are or shall become prohibited, controlled or regulated by any Government Authority and any “contaminants”, “dangerous substances”, “hazardous materials”, “hazardous substances”, “hazardous wastes”, “industrial wastes”, “liquid wastes”, “pollutants” and “toxic substances”, all as defined in, referred to or contemplated in federal, provincial and/or municipal legislation, regulations, orders and/or ordinances relating to environmental, health and/or safety matters and, not to limit the generality of the foregoing, includes asbestos, urea formaldehyde foam insulation and mono- or poly-chlorinated biphenyl wastes;
- (w) “**HST**” shall have the meaning ascribed thereto in Subsection 17(a) hereof;
- (x) “**ICA**” shall have the meaning ascribed thereto in Subsection 11(c) hereof;
- (y) “**Lands**” means the lands and premises legally described in PINs 04204-0267; 04204-0270; 04204-0243 and 04204-0245 (LT) and further described in Schedule “E” herein: together with all easements, rights-of-way, privileges and appurtenances attaching thereto and enuring to the benefit thereof;
- (z) “**Offer**”, “**the Offer**” or “**this Offer**” means the offer to purchase made by the Purchaser and contained in and comprised of this document;
- (aa) “**Permitted Encumbrances**” means the permitted encumbrances appended as Schedule “D” hereto and as set out in the Approval and Vesting Order;

- (bb) “**Person**” means any individual, partnership, limited partnership, limited liability company, joint venture, syndicate, sole proprietorship, company or corporation with or without share capital, unincorporated association, trust, trustee, executor, administrator or other legal personal representative, Governmental Authority or other entity however designated or constituted;
- (cc) “**Project Documents**” means those documents respecting the Purchased Assets provided to the Purchaser through its online data room and otherwise prior to the date of the execution and delivery of this Agreement by the Purchaser, including (without limitation):
  - (j) Phase I and Phase II Environmental Site Assessments Reports;
  - (ii) any environmental, professional and/or other consulting report(s) related to the Property;
  - (iii) existing survey for the Property; and
  - (iv) realty tax assessments, notices and tax bills for the current calendar year.
- (dd) “**Purchase Price**” shall have the meaning ascribed thereto in Section 3 hereof;
- (ee) “**Purchased Assets**” means the Lands, the Buildings and the right, title and interest of the Debtor and Mobin and the Receiver;
- (ff) “**Purchaser**” has the meaning given on the first page of this Agreement;
- (gg) “**Purchaser’s Solicitor**” means the firm of Borden Ladner Gervais LLP;
- (hh) “**Registry Office**” shall have the meaning ascribed to it in Subsection 8(a) hereof;
- (ii) “**Second Deposit**” shall have the meaning ascribed to it in Subsection 3(b) hereof;
- (jj) “**Statement of Adjustments**” shall have the meaning ascribed to it in Subsection 14(b) hereof;
- (kk) “**Taxes**” means all taxes, HST, land transfer taxes, charges, fees, levies, imposts and other assessments, including all income, sales, use, goods and services, harmonized, value added, capital, capital gains, alternative, net worth, transfer, profits, withholding, excise, real property and personal property taxes, and any related interest, fines and penalties, imposed by any Governmental Authority, and whether disputed or not;
- (ll) “**TERS**” shall have the meaning ascribed to it in Subsection 8(a) hereof;
- (mm) “**Receiver**” has the meaning given on the first page of this Agreement; and
- (nn) “**Receiver’s Solicitor**” means the firm of Lipman, Zener & Waxman LLP.

The following Schedules are attached to this Agreement and form an integral part hereof:

Schedule "A"	-	Appointment Order
Schedule "B"	-	Approval and Vesting Order
Schedule "C"	-	Instruments to be Deleted from title to the Lands
Schedule "D"	-	Permitted Encumbrances
Schedule "E"	-	Legal Description
Schedule "F"	-	Purchaser's Environmental Indemnity Agreement
Schedule "G"	-	Waiver of Liability and Acknowledgement of Risk

## 2. NATURE OF TRANSACTION

The Purchaser shall purchase and the Receiver shall sell the Purchased Assets, upon and subject to the terms of this Agreement.

Other than the Purchased Assets, the Purchaser is not assuming, and shall not be deemed to have assumed any liabilities, obligations or commitments of the Debtor, Mobin or the Receiver or of any other Person, whether known or unknown, fixed or contingent or otherwise.

## 3. PURCHASE PRICE

The aggregate purchase price (the "Purchase Price") for the Purchased Assets shall be the sum of **Twenty-Seven Million Five Hundred Thousand Dollars (\$27,500,000.00)**. The Purchase Price shall be paid, accounted for and satisfied as follows:

- (a) As part of the Purchase Price, the sum of Five Hundred Thousand Dollars (\$500,000.00) (the "First Deposit" and together with the Second Deposit, the "Deposit") shall be paid by the Purchaser by wire transfer to the Receiver's Solicitor, in trust, and the First Deposit is to be made within two (2) Business Days following the Acceptance Date and delivery of this Agreement by the Purchaser, which First Deposit shall be held by the Receiver's Solicitor, in trust, in accordance with the terms of this Agreement.
- (b) As part of the Purchase Price, the further sum of Five Hundred Thousand Dollars (\$500,000.00) (the "Second Deposit") shall be paid by the Purchaser by wire transfer to the Receiver's Solicitor, in trust, representing the balance of the Deposit within three (3) Business Days following the Purchaser's waiver or satisfaction of the condition contained in Section 5 herein, which Second Deposit shall be held by the Receiver's Solicitor, in trust, in accordance with the terms of this Agreement.
- (c) The balance of the Purchase Price shall be paid on the Closing Date, by wire transfer to the Receiver's Solicitor, in trust, subject only to the Adjustments set out in Section 4.
- (d) The First Deposit shall be held by the Receiver's Solicitor in trust, as a deposit pending Closing or termination of this Agreement. Subject only to the terms of this Agreement, the

First Deposit is to be credited on account of the Purchase Price upon completion of the transaction contemplated in this Agreement. In the event that this Agreement is terminated for any reason whatsoever other than the default of the Purchaser, subject to the Damage Deduction as set out in Section 33 herein, the Deposit shall be returned to the Purchaser forthwith, without interest or deductions.

- (e) The Second Deposit shall be held by the Receiver's Solicitor in trust, as a deposit pending Closing or termination of this Agreement. Subject only to the terms of this Agreement, the Deposit is to be credited on account of the Purchase Price upon completion of the transaction contemplated in this Agreement. In the event that this Agreement is terminated for any reason whatsoever other than the default of the Purchaser, the Deposit shall be returned to the Purchaser forthwith, without interest or deduction.

#### **4. CLOSING AND POST-CLOSING ADJUSTMENTS**

The completion of the transaction contemplated herein shall be completed on the Closing Date; the Receiver will bear and pay all expenses related to the Purchased Assets prior to the Closing Date and the Purchaser will bear and pay all expenses related to the Purchased from and after and including the Closing Date. The Date of Closing will be for the Purchaser's account both as to revenue and expense. The Receiver and the Purchaser shall adjust the Purchase Price on the Date of Closing in respect of the following items (the "Adjustments"):

- (a) utilities and fuel accounts and/or deposits (if applicable);
- (b) water and sewer rates and charges; and
- (c) realty taxes.

If the final cost or amount of an item that is to be adjusted cannot be determined at Closing, then an initial adjustment for such item shall be made at Closing, such amount to be estimated by the Receiver, acting reasonably, as of the Closing Date on the basis of the best evidence available at the Closing as to what the final cost or amount of such item will be. In each case, when such cost or amount is determined, the Receiver or Purchaser, as the case may be, shall provide a complete statement thereof to the other and the Receiver and Purchaser shall make a final adjustment as of the Closing Date for the item in question and such determination is to be made as soon as possible following Closing Date and in any event prior to the 7<sup>th</sup> Business Days following Closing Date. In the absence of agreement by the parties, the final cost or amount of an item shall be determined by an accountant or such other financial professional appointed jointly by the Receiver and the Purchaser, with the cost of such accountant's or other financial professional's determination being shared equally between the parties. All re-adjustments shall be requested in a detailed manner on or before the 7<sup>th</sup> Business Day after the Closing Date, after which time neither party shall have any right to request re-adjustment.

#### **5. DUE DILIGENCE DATE**

The obligation of the Purchaser to complete this Agreement shall be subject to the following conditions (provided that these conditions are for the sole benefit of the Purchaser and may be waived in whole or in part by the Purchaser by written notice to the Receiver prior to the applicable date for the satisfaction of each condition):

- (a) This Agreement shall be conditional for thirty (30) days after the date the Receiver executes and accepts this Purchase Agreement and notifies the Purchaser it has done so, (“**Due Diligence Date**”), for the Purchaser to satisfy itself, in its sole discretion, with respect to all matters as to title of the Lands, financing, soil conditions, environmental status of the Property, structural condition of the Buildings located on the Land, the condition of building systems, and as to the result of any other inspections or tests that the Purchaser may deem necessary in its discretion. This condition is inserted for the benefit of the Purchaser and may be waived by it in writing in whole or part at any time prior to the expiry of the Due Diligence Date.
- (b) The Purchaser shall be granted access to the Property provided that the Purchaser and the Purchaser’s authorized representatives execute a Waiver of Liability and Acknowledgement of Risk in the form attached hereto as Schedule “G” acknowledging the access risk and danger to life or/and property before being granted access to the Property, and said access shall at all times be during regular business hours. The Receiver agrees to allow Purchaser and Purchaser’s authorized representatives reasonable access to the Property following execution of this Agreement and the Waiver of Liability and Acknowledgement of Risk during normal business hours, from time to time upon reasonable prior notice, until the Due Diligence Date, and hereby authorizes the Purchaser to carry out such reasonable tests and inspections thereof as the Purchaser deems necessary, providing such inspections shall not unduly interfere with the use and occupation of the Property. The tests and inspections which the Purchaser may elect to conduct shall include, without limitation:
- (i) Soil, ground-water and environmental tests;
  - (ii) Surveys, measurements, structural testing;
  - (iii) Taking samples where reasonable to do so;
  - (iv) Test for Hazardous Materials, and
  - (v) Examining the Property and Buildings.

All such tests and inspections will be carried out only on reasonable prior written notice to the Receiver and in the presence of a representative of the Receiver or its delegates (if Receiver so desires). Purchaser covenants and agrees with the Receiver to be fully responsible to repair or pay the cost of repair of any damage occasioned during and resulting from inspection and tests of the Property conducted by or on behalf of Purchaser and to return the Property to the condition same as it was in immediately prior to such inspections and tests. Purchaser covenants and agrees to indemnify and save harmless Receiver from and against all losses, costs, claims, damages, expenses (including legal costs on a substantial indemnity basis) which the Receiver may suffer or incur as a result of the inspection and tests to the Property by the Purchaser. The Receiver will not consent or permit any Municipal or Governmental Authority to carry out any inspections whatsoever. The provisions hereof shall survive closing or other termination of this Agreement.

All inspections and tests shall be done at the Purchaser’s risk and expense with the Receiver’s prior approval and supervision.

The Conditions are inserted for the sole benefit of the Purchaser and may be satisfied or waived, by notice in writing to the Receiver, in the sole, absolute, unfettered and unqualified discretion of the Purchaser at any time during the Due Diligence Period. These Conditions shall not be conclusively deemed to have been satisfied unless the Purchaser delivers to the Receiver, during the Due Diligence Period, a notice in writing that such Conditions have been satisfied or waived. If the conditions set out in this Section 5 are not satisfied or waived as provided in this Section 5, then the First Deposit and all interest thereon shall be returned to the Purchaser forthwith upon the expiry of the Due Diligence Period, subject to the Damage Deduction as set out in Section 33 herein, if applicable, and this Agreement shall terminate and (subject to any provisions of this Agreement which are stated to survive the termination of this Agreement) neither party hereto shall have any claims against the other party hereto or any further obligation to the other arising out of this Agreement.

If Purchaser does not notify Receiver in writing that the conditions contained in this Agreement for the benefit of the Purchaser has been satisfied by it on or prior to the Due Diligence Date, this Agreement will become null and void and neither Party shall have any further obligation to the other hereunder, save as herein specifically provided.

## 6. TERMS OF PURCHASE

(a) **Purchaser's Acknowledgements:** Save as otherwise provided herein, the Purchaser hereby acknowledges and agrees as follows:

- (i) it is relying entirely upon its own investigations and inspections in entering into this Agreement and has satisfied itself with respect to such investigations and inspections;
- (ii) there is no representation, warranty or condition, express or implied, statutory or otherwise of any kind as to the Purchased Assets including, without limitation, that the present use or future intended use by the Purchaser of the Purchased Assets is or will be lawful or permitted and/or relating in any way to the condition or state of repair of the Buildings or to title, outstanding liens or charges, assignability, amount owing, description, fitness for purpose, collectability, merchantability, quantity, condition, defect (patent or latent), value, quality thereof, any requirement for licenses, permits, approvals, consents for ownership, occupation or use or in respect of any other matter or thing whatsoever;
- (iii) it is purchasing the Purchased Assets on an "as is where is" 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 authority, the structural integrity of the Buildings, together with any other improvements on the Lands;
- (iv) the Receiver shall have no liability or obligation with respect to the value, state or condition of the Purchased Assets, whether or not the matter is within the Receiver's knowledge;

- (v) any information provided by the Receiver describing the Purchased Assets has been prepared solely for the convenience of prospective purchasers and is not warranted to be complete or accurate or correct and none of such information forms a part of this Agreement;
- (vi) other than as set out in Section 4 of this Agreement, no adjustment shall be allowed to the Purchaser for changes to the Purchased Assets from the date this Agreement is executed by each of the parties hereto;
- (vii) the Receiver shall not be required to furnish or produce any document, record or evidence of title with respect to the Purchased Assets, except those in its possession, which have already been reviewed and accepted by the Purchaser; and
- (viii) the Receiver has made no representations or warranties with respect to or in any way related to the Lands and Buildings including without limitation, the following:
  - (A) the environmental state of the Lands, the existence, nature, kind, state or identity of any Hazardous Materials on, under, or about the Lands, 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 any Environmental Laws, or any other statute, regulation, rule or provision of law nor the existence, state, nature, kind, identity, extent and effect of any liability to fulfil any obligation with respect to the environmental state of the Lands including, without limitation, any obligation to deal with any discharge of any Hazardous Materials on, under or about the Lands and any potential future 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 Materials whether on, under or about the Lands or elsewhere;
  - (B) the existence, validity, terms and conditions of any licenses, permits, consents or other regulatory approvals relating to or in any way connected with the Lands and Buildings or any matter or thing arising out of or in any way connected therewith;
  - (C) the conformity of the Lands and Buildings to past, current or future applicable zoning or building code requirements;
  - (D) the existence of soil instability, past soil repairs, soil additions or conditions of soil fill;
  - (E) the sufficiency of any drainage;
  - (F) whether the Lands are located wholly or partially in a flood plain or a flood hazard boundary or similar area;
  - (G) the existence or non-existence of underground storage tanks;

- (H) any other matter affecting the stability or integrity of the Lands and Buildings;
- (I) the availability of public utilities and services for the Lands and Buildings;
- (J) the sufficiency or adequacy of any wells and water supply for irrigation or any other purpose; and/or
- (K) the existence of zoning or building entitlements affecting the Lands;

The Purchaser further acknowledges that the Receiver is selling the Purchased Assets on an "as is where is" basis as they exist on the Date of Closing and that it has entered into this Agreement on the basis that the Receiver does not guarantee title to the Purchased Assets and that the Purchaser has conducted or will have conducted prior to Closing such inspections of the condition of and title to the Purchased Assets as it deemed appropriate and has satisfied itself with regard to these matters. Without limiting the generality of the foregoing, any and all conditions, warranties or representations expressed or implied pursuant to the *Sale of Goods Act* (Ontario) or similar legislation do not apply to this transaction of purchase and sale and have been waived by the Purchaser.

- (b) **Title and Other Requisitions.** The Purchaser acknowledges that it shall, at its own expense, examine title to the Lands and Buildings and satisfy itself as to the state thereof and shall accept title to the Lands and Buildings subject to the Permitted Encumbrances.
- (c) **Title and Removal of Chattels.** The Purchaser hereby acknowledges and agrees that the Receiver does not warrant or represent that it has the authority to sell or transfer any of the existing chattels on the Lands or in the Buildings. The Receiver will not deliver a Bill of Sale or any title documentation and will make no adjustment of the Purchase Price with respect to any chattel. Notwithstanding that the Receiver is not selling or transferring any chattels to the Purchaser, the Purchaser acknowledges and agrees that there is no obligation on the Receiver to remove any chattels from the Lands and Buildings.

## 7. DATE OF CLOSING

Subject to the provisions of Sections 12 and 13 hereof, the transaction contemplated hereunder shall be completed (the moment of completion shall be referred to as "Closing") on the day which is ten (10) Business Days after the date upon which the Receiver obtains the Approval and Vesting Order (the "Date of Closing" or the "Closing Date"), unless the parties hereto otherwise agree to such other date in writing.

## 8. ELECTRONIC REGISTRATION

With respect to the electronic registration system ("TERS") operative in the relevant land registry office (the "Registry Office"), the following provisions shall apply:

- (a) The Purchaser covenants and agrees to cause the Purchaser's Solicitor to enter into a document registration agreement with the Receiver's Solicitor in the form prepared by The Law Society of Upper Canada, which document version was adopted by the joint LSUC-

CBAO Committee on Electronic Registration of Title Documents and which can be viewed at <http://www.lsic.on.ca> (the "DRA"), establishing the procedures and timing for completing the transaction contemplated by this Agreement.

- (b) The delivery and exchange of the Closing Documents:
- (i) shall not occur contemporaneously with the registration of the Approval and Vesting Order and other registerable documentation; and
  - (ii) shall be governed by the DRA, pursuant to which the Receiver's Solicitor and Purchaser's Solicitor shall hold all Closing Documents in escrow, and will not be entitled to release them except in strict accordance with the provisions of the DRA.
- (c) The Purchaser expressly acknowledges and agrees that the Receiver will not release the Approval and Vesting Order described in Section 14(a) of this Agreement for registration until the balance of funds due on Closing, in accordance with the terms of this Agreement, are remitted by personal delivery to the Receiver's Solicitor (or in such other manner as the Receiver or Receiver's Solicitor may direct) prior to the release of the Approval and Vesting Order for registration, which the Receiver's Solicitor will hold in escrow.
- (d) Notwithstanding anything contained in this Agreement to the contrary, it is expressly understood and agreed by the parties hereto that an effective tender shall be deemed to have been made by the Receiver upon the Purchaser when the Receiver's Solicitor has:
- (i) delivered all Closing Documents required to be delivered by the Receiver to the Purchaser pursuant to Section 14 hereof;
  - (ii) advised the Purchaser's Solicitor in writing that the Receiver is ready, willing and able to complete the transaction contemplated by this Agreement in accordance with the terms and provisions of this Agreement; and
  - (iii) completed all steps required by TERS to complete the transaction contemplated by this Agreement that can be performed or undertaken by the Receiver's Solicitor without the cooperation or participation of the Purchaser's Solicitor,
- without the necessity of personally attending upon the Purchaser or the Purchaser's Solicitor with the Closing Documents, and without any requirement to have an independent witness evidencing the foregoing.
- (e) Notwithstanding anything contained in this Agreement to the contrary, it is expressly understood and agreed by the parties hereto that an effective tender shall be deemed to have been made by the Purchaser upon the Receiver when the Purchaser's Solicitor has:
- (i) delivered the balance due at Closing and all the Closing Documents required to be delivered by the Purchaser to the Receiver pursuant to Section 15 hereof;

- (ii) advised the Receiver's Solicitor in writing that the Purchaser is ready, willing and able to complete the transaction contemplated by this Agreement in accordance with the terms and provisions of this Agreement; and
- (iii) completed all steps required by TERS to complete this transaction contemplated by this Agreement that can be performed or undertaken by the Purchaser's Solicitor without the cooperation or participation of the Receiver's Solicitor,

without the necessity of personally attending upon the Receiver or the Receiver's Solicitor with the Closing Documents, and without any requirement to have an independent witness evidencing the foregoing.

- (f) If through no fault of the Purchaser's Solicitor or the Receiver's Solicitor TERS is unavailable on the Date of Closing, then the transaction contemplated by this Agreement shall be completed in escrow in accordance with the terms of the DRA which shall apply until such time as TERS becomes available. Upon TERS becoming available, the Receiver's Solicitor shall advise the Purchaser's Solicitor forthwith and the parties shall arrange to complete the registration of the Approval and Vesting Order as expeditiously as possible, whereupon the escrow shall be released.
- (g) In the event of any conflict or inconsistency between the terms of this Section 7 and the terms of the DRA, the terms of this Section 8 shall prevail.

#### 9. PRE-CLOSING RISK

The Purchaser acknowledges that the Purchase Price indicated herein, as consideration for the Purchased Assets, represents the land value exclusive of Buildings. The Purchaser further acknowledges that the Buildings are not insured by the Receiver and that in the event that the Buildings are destroyed either in whole or in part prior to the Closing Date that the Purchaser shall be required to close the transaction in accordance with the terms set out herein.

#### 10. RECEIVER'S REPRESENTATIONS AND WARRANTIES

The Receiver represents and warrants to the Purchaser that, as at the date hereof:

- (a) **Non-Residency.** The Receiver is not now and does not intend to become, prior to Closing, a non-resident of Canada within the meaning and purpose of Section 116 of the *Income Tax Act* (Canada); the Receiver is not now and does not intend to become, prior to Closing, an agent or a trustee of such non-resident;
- (b) **Authority to Sell.** The Receiver has been duly appointed as receiver of the Purchased Assets by the Court Order and has full right, power and authority to market any or all of the Purchased Assets for sale and, subject to obtaining the Approval and Vesting Order prior to Closing; and on Closing the Receiver shall have the power and authority to sell, convey, transfer, lease or assign the Purchased Assets as a result of the Court Order, in accordance with and subject to the terms and conditions of this Agreement and the Approval and Vesting Order.

## 11. PURCHASER'S REPRESENTATIONS AND WARRANTIES

The Purchaser represents and warrants to the Receiver that, as at the Date of Closing:

- (a) the Purchaser shall be a corporation duly incorporated, organized and validly subsisting under the laws of Ontario with all requisite corporate power, authority and capacity to execute and deliver and to perform each of its obligations pursuant to this Agreement; neither the execution of this Agreement nor the performance (such performance shall include, without limitation, the exercise of any of the Purchaser's rights and compliance with each of the Purchaser's obligations hereunder) by the Purchaser of the transaction contemplated hereunder will violate:
  - (i) any agreement to which the Purchaser is bound or is a party;
  - (ii) any judgment or order of a court of competent authority or any Government Authority; or
  - (iii) any applicable law;
- (b) the Purchaser shall have taken all requisite corporate action required to be taken by it to authorize the execution and delivery of this Agreement and the performance of each of its obligations hereunder; and
- (c) the Purchaser shall not be a "non-Canadian", as defined in the *Investment Canada Act* (Canada) ("ICA").

The Purchaser shall promptly deliver to the Receiver written notice specifying the occurrence or likely occurrence of any event which may result in any of the Purchaser's representations and warranties contained in this Agreement not being true as at Closing.

## 12. CONDITIONS OF CLOSING IN FAVOUR OF THE RECEIVER

The Receiver's obligations contained in this Agreement shall be subject to the fulfilment at or prior to Closing, of each of the following conditions:

- (a) **Approval and Vesting Order.** The Receiver shall have obtained the Approval and Vesting Order. The Receiver shall not have received notice of appeal in respect to of the Approval and Vesting Order and the Approval and Vesting Order shall not have been stayed, varied or vacated and shall be in full force and effect and no Order restraining or prohibiting Closing shall have been made by the Court; and
- (b) **Restraint or prohibition.** No action or proceeding shall be pending or threatened by any Person to restrain or prohibit the Closing nor any order restraining or prohibiting Closing shall have been made by the Court or any other court of competent jurisdiction.

For greater certainty, each of the conditions contained in this Section 12 has been inserted for the benefit of the Receiver.

The Receiver covenants to use reasonable commercial efforts to fulfil or cause to be fulfilled the condition contained in Subsection 12(a).

In the event that any of the foregoing conditions shall not be fulfilled, in whole or in part, at or prior to Closing, the Receiver may, in its absolute and unfettered discretion, terminate this Agreement by written notice to the Purchaser without penalty, liability, cost or compensation whatsoever to the Receiver, the Deposit shall be returned forthwith to the Purchaser without interest or deduction and each of the Receiver and the Purchaser shall be released from any further obligations and liabilities in respect of this Agreement.

### **13. CONDITIONS OF CLOSING IN FAVOUR OF THE PURCHASER**

The Purchaser's obligations contained in this Agreement shall be subject to the fulfilment of each of the following conditions:

- (a) the Purchaser being satisfied that as of the Date of Closing no interests have been registered against title to the Lands following the waiver of the condition contained in Section 5(a) which will not be deleted and removed upon the issuance of the Approval and Vesting Order;
- (b) each of the Receiver's representations and warranties contained in this Agreement shall be true at and as of the Date of Closing;
- (c) the Receiver shall have complied with each and every covenant/agreement made by it herein and required to be completed at or prior to Closing;
- (d) the Receiver shall have obtained the Approval and Vesting Order, the Receiver shall not have received notice of appeal in respect to of the Approval and Vesting Order and the Approval and Vesting Order shall not have been stayed, varied or vacated and shall be in full force and effect and no order restraining or prohibiting Closing shall have been made by the Court; and
- (e) no action or proceeding shall be pending or threatened by any Person to restrain or prohibit the Closing nor any order restraining or prohibiting Closing shall have been made by the Court or any other court of competent jurisdiction.

For greater certainty, each of the conditions contained in this Section 13 has been inserted for the benefit of the Purchaser.

In the event that any of the foregoing conditions shall not be fulfilled at or prior to Closing, the Purchaser may, in its absolute and unfettered discretion, terminate this Agreement by written notice to the Receiver without any penalty, liability, cost or compensation whatsoever to the Purchaser, the Deposit shall be returned forthwith to the Purchaser without interest or deduction and each of the Receiver and the Purchaser shall be released from any further obligations and liabilities in respect of this Agreement.

#### 14. RECEIVER'S CLOSING DELIVERIES

The Receiver covenants and agrees to execute, where applicable, and deliver the following to the Purchaser at Closing or on such other date expressly provided herein:

- (a) a copy of the issued and entered Approval and Vesting Order authorizing and approving this Agreement and vesting in the Purchaser all right, title and interest of the Debtor and Mobin and the Receiver in and to the Purchased Assets, free and clear of all claims and encumbrances save and except for the Permitted Encumbrances, in accordance with the provisions of this Agreement (collectively, the "Approval and Vesting Order") and in a form substantively similar to what is attached as Schedule "B" hereto;
- (b) a statement of adjustments (the "Statement of Adjustments") prepared in accordance with Section 4 hereof, to be delivered not less than two (2) Business Days prior to Closing, which shall have annexed to it complete details of the calculations used by the Receiver to arrive at all of the debits and credits thereon;
- (c) the Receiver's undertaking to re-adjust any item on or omitted from the statement of adjustments, in accordance with Section 4 hereof;
- (d) a direction from the Receiver designating the party or parties to which the balance of the Purchase Price described in Section 3 hereof shall be paid; in the event that the Receiver designates more than one party then it shall also designate amounts payable to each of the parties;
- (e) keys for the Lands and Buildings which are in the possession or control of the Receiver;
- (f) a certificate of the Receiver certifying each of the Receiver's representations and warranties contained in this Agreement is true as at Closing;
- (g) a certificate of the Receiver setting out that the Receiver is not a "non-resident" of Canada within the meaning and purpose of Section 116 of the *Income Tax Act* (Canada) and is not the agent nor trustee of a "non-resident"; and
- (h) such further documentation relating to the completion of the transaction contemplated hereunder as shall be otherwise referred to herein, or required by law and/or any Government Authority; provided that such further documentation is in a form satisfactory to the Receiver, taking into consideration the fact that the Receiver is selling the Purchased Assets as Court-appointed receiver.

#### 15. PURCHASER'S CLOSING DELIVERIES

The Purchaser covenants and agrees to execute, where applicable, and deliver the following to the Receiver at or prior to Closing:

- (a) a direction from the Purchaser designating the transferee(s) in the Approval and Vesting Order (required only in the event that the Approval and Vesting Order is to be inscribed in favour of a person/entity other than the Purchaser);

- (b) the Purchaser's undertaking to re-adjust any item on or omitted from the statement of adjustments, subject to the limitation contained in Section 4 hereof;
- (c) the Purchaser's certificate setting out that each of the Purchaser's representations and warranties contained in this Agreement is true as at Closing;
- (d) a certified copy of the resolution authorizing the execution of this Agreement and the performance of each of the Purchaser's obligations hereunder;
- (e) evidence of payment by the Purchaser of any commission or other remuneration payable to the Purchaser's agent, if any, in connection with the purchase of the Purchased Assets, or a certificate from the Purchaser certifying that it has not retained any such agent and that no such commission or other remuneration is payable;
- (f) an executed copy of the Purchaser's Environmental Indemnity Agreement in a form substantively similar to what is attached as **Schedule "F"** hereto;
- (g) the balance of the Purchase Price described in Section 3 hereof; and
- (h) any other documentation relative to the completion of this Agreement as may reasonably be required by the Receiver or the Receiver's Solicitors.

#### **16. PLANNING ACT (ONTARIO)**

This Agreement shall be effective to create an interest in the Lands for the Purchaser only if the provisions of the *Planning Act* (Ontario) are complied with prior to Closing.

#### **17. HARMONIZED GOODS AND SERVICES TAX**

- (a) The transaction contemplated hereunder may be subject to harmonized sales tax ("HST") levied pursuant to the Act, in which case HST shall be in addition to and not included in the Purchase Price and shall be collected and remitted in accordance with the Act.
- (b) In the event that part or all of the transaction contemplated by this Agreement is subject to HST, the Purchaser may deliver, prior to Closing, its certificate in form prescribed by the Act or, if no such form is prescribed, then in reasonable form, certifying that the Purchaser shall be liable for, shall self-assess and shall remit to the appropriate Government Authority all HST payable in respect of the transaction contemplated hereunder. If the Purchaser is a "prescribed recipient" under the Act and/or is registered under the Act, then the Purchaser's certificate shall also include certification of the Purchaser's prescription and/or registration, as the case may be, and the Purchaser's HST registration number. If the Purchaser shall fail to deliver its certificate hereunder, then the Purchaser shall tender to the Receiver, at Closing, in addition to the balance due at Closing described in Section 3 hereof, an amount equal to the HST that the Receiver shall be obligated to collect and remit, if any, in connection with the transaction contemplated by this Agreement.
- (c) The Purchaser shall indemnify and save harmless the Receiver from all claims, liabilities, penalties, interest, costs and legal and other expenses incurred, directly or indirectly, in

connection with the assessment of HST payable in respect of the transaction contemplated hereunder.

**18. NOTICE**

Any notice given hereunder shall be in writing and delivered or communicated by email to:

in the case of the Purchaser to:

**Université d'Ottawa/University of Ottawa**

550 Cumberland Street, Room 219  
Ottawa, Ontario K1N 6N5  
Fax: 613-562-5914

**Attention:** Vice-President, Resources  
**Email:** vrres@uottawa.ca

with a copy to the Purchaser's Solicitor:

Borden Ladner Gervais LLP  
100 Queen Street, Suite 1300  
Ottawa, Ontario K1P 1J9

Fax: 613 230 8842

**Attention:** Rocco D'Angelo  
**Email:** RDAngelo@blg.com

and in the case of the Receiver to:

**Albert Gelman Inc.**  
100 Simcoe Street, Suite 125  
Toronto, Ontario M5H 302

Fax: 416 504 1655

**Attention:** Bryan Gelman  
**Email:** bgelman@albertgelman.com

with a copy to the Receiver's Solicitor at:

**Lipman, Zener, Waxman LLP**  
1220 Eglinton Avenue West  
Toronto, Ontario M6C 2E3  
Fax: 416 789 9015

**Attention:** Jeysa Martinez

**Email:** [jmartinez@lzvlaw.com](mailto:jmartinez@lzvlaw.com)

Such notice shall be deemed to have been delivered upon delivery or communicated upon transmission unless such notice is delivered or transmitted outside of usual business hours, in which event the notice shall be deemed to have been delivered or transmitted on the next Business Day. A party may change its address by providing notice in accordance with this Section 18.

#### **19. WAIVER OF CONDITIONS**

Except as otherwise provided in this Agreement, all conditions contained herein have been inserted for the mutual benefit of both the Receiver and the Purchaser, and are conditions of the obligations of such parties to complete the transaction contemplated hereunder at Closing and are not conditions precedent of this Agreement. Any one or more of the said conditions may be waived, in writing, in whole or in part, by the benefiting party without prejudice to the benefiting party's right of termination in the event of the non-fulfilment of any other condition, and, if so waived, this Agreement shall be read exclusive of the said condition or conditions so waived. For greater certainty, the Closing of the transaction contemplated hereunder by a party hereof shall be deemed to be a waiver by such party of compliance with any condition inserted for its benefit and not satisfied at Closing.

#### **20. SEVERABILITY**

If any provision contained in this Agreement or the application thereof to any person/entity or circumstance is, to any extent, invalid or unenforceable, the remainder of this Agreement and the application of such provision to persons/entities or circumstances other than those to whom/which it is held invalid or unenforceable, shall not be affected thereby and each provision contained in this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.

#### **21. DIVISION/HEADINGS**

The division of this Agreement into Sections, Subsections, Paragraphs and Subparagraphs and the insertion of headings or captions are for convenience of reference only and shall not affect the construction or interpretation of this Agreement or any part hereof.

#### **22. ENTIRE AGREEMENT**

This Agreement and the schedules attached hereto, constitute the entire agreement between the Receiver and the Purchaser in respect of the Purchased Assets. Each of the parties acknowledges that, except as contained in this Agreement, there is no representation, warranty, collateral agreement or condition (whether a direct or collateral condition or an express or implied condition) which induced it to enter into this Agreement.

#### **23. CUMULATIVE REMEDIES**

No remedy conferred upon or reserved to one or both of the parties hereto is intended to be exclusive of any other remedy, but each remedy shall be cumulative and in addition to every other

remedy conferred upon or reserved hereunder, whether such remedy shall be existing or hereafter existing, and whether such remedy shall become available under common law, equity or statute.

#### **24. INTERPRETATION**

This Agreement shall be read with all changes of gender and number as required by the context.

#### **25. REFERENCES TO STATUTES**

Except as otherwise provided in this Agreement, references to any statute herein shall be deemed to be a reference to such statute and any and all regulations from time to time promulgated thereunder and to such statute and regulations as amended or re-enacted from time to time. Any reference herein to a specific section or sections, paragraph or paragraphs and/or clause or clauses of any statute or regulations promulgated thereunder shall be deemed to include a reference to any corresponding provision of future law.

#### **26. TIME OF ESSENCE**

Time shall in all respects be of the essence hereof provided that the time for the doing or completing of any matter referred to herein may be extended or abridged by an agreement, in writing, executed by the Receiver and the Purchaser or their respective solicitors who are hereby expressly appointed for that purpose.

#### **27. CANADIAN FUNDS**

All references to dollar amounts contained in this Agreement shall be deemed to refer to Canadian funds.

#### **28. FURTHER ASSURANCES**

Except as otherwise expressed herein to the contrary, each party shall, without receiving additional consideration therefor, co-operate with and take such additional actions as may be requested by the other party, acting reasonably, in order to carry out the purpose and intent of this Agreement.

#### **29. NON-BUSINESS DAYS**

In the event that any date specified or any date contemplated in this Agreement shall fall upon a day other than a Business Day, then such date shall be deemed to be the next following Business Day.

#### **30. DOCUMENTATION REGISTRATION AND COUNSEL**

The Purchaser shall be responsible for and pay all registration costs incurred in connection with the transaction contemplated in this Agreement. Except as otherwise expressly provided in this Agreement, each of the Receiver and the Purchaser shall be responsible for and pay all legal and other professional/consultant fees and disbursements incurred by it, directly or indirectly, in connection with this Agreement.

### 31. LAND TRANSFER TAXES

The Purchaser shall pay on or prior to Closing all land transfer taxes (as required pursuant to the *Land Transfer Tax Act* (Ontario)) payable in connection with the transfer of the Purchased Assets pursuant to this Agreement.

### 32. ASSIGNMENT

The Purchaser shall have the right to assign part or all of its interest under this Agreement provided that it has provided written Notice to the Receiver and provided further that the named Purchaser remains jointly liable under the terms of this Agreement until Closing and the named Purchaser shall not be released from any of its obligations, covenants or liability under this Agreement upon such assignment and it shall be required to execute all closing documents, together with its assignee. In addition, the Purchaser shall have the right to direct the Receiver on the completion date to transfer title to the Property to a third party (provided that such third party is acting as bare trustee and nominee on behalf of the Purchaser), by delivery of notice of such direction prior to completion.

### 33. ACCESS TO LANDS

Subject to the requirements set out in Section 5 herein, the Receiver will allow the Purchaser and the Purchaser's authorized representatives access to the Buildings and Lands from time to time during normal business hours during the Due Diligence Period to carry out such reasonable tests and inspections as the Purchaser or its authorized representatives may deem necessary, provided that such inspections will be conducted in such manner so as to comply with the Receiver's requirements and further provided that the Building and the Lands will be restored and repaired forthwith to its former condition at the Purchaser's sole expense and the Purchaser will indemnify and hold harmless the Receiver for any costs, losses, damages, physical injury or other liability which the Receiver may suffer or incur as a result of such tests or inspections. If this Agreement is terminated and the Purchaser is entitled to the return of the Deposit, if the Purchaser does not restore and repair the Property as aforesaid, the Receiver shall be entitled to deduct the reasonably anticipated cost of such restoration and repair, as determined by the Receiver's independent architect, engineer or contractor, acting reasonably, from the First Deposit (the "**Damage Deduction**") and in such case, the Purchaser will direct the Purchaser's Solicitors to pay the Damage Deduction amount to the Receiver, without limiting its recourse to such other remedies as it may have in that regard. The foregoing amount shall be subject to readjustment based on the actual cost, once such work has been completed and invoiced. The foregoing provision shall survive the termination of this Agreement.

Prior to entry onto the Property, the Purchaser shall have in effect a policy of general liability insurance with coverages in accordance with normal commercial practices in Ottawa, Ontario. At the Receiver's request, the Purchaser shall provide evidence of such insurance prior to any entry onto the Property.

Notwithstanding anything to the contrary contained herein, the Purchaser shall not be permitted to carry out any intrusive testing or investigations without the prior written consent of the Receiver, which consent shall not be unreasonably withheld or delayed and which testing and investigations

shall, at the option of the Receiver, be carried out in the presence of a representative of the Receiver.

The Purchaser shall be entitled to request information from municipal, building department, zoning department, environmental department, fire department and such other authorities as the Purchaser or the Purchaser's Solicitors may consider necessary or advisable at any time and from time to time prior to Closing in order to ensure compliance with all Applicable Laws, provided it does not directly or indirectly request that any of such parties conduct an inspection of the Property. The Receiver shall provide any consents or authorizations (written or otherwise) that are prepared by the Purchaser's Solicitors as are required to enable the Purchaser or the Purchaser's Solicitors to request such information (provided that such authorizations on their face indicate that inspections are neither requested nor authorized and further provided that such form and content of authorization is approved by the Receiver's Solicitor), as soon as reasonably practicable after request thereof.

#### **34. COMMISSION**

The Receiver hereby agrees that it will be responsible for all real estate commissions payable to C&W Ottawa Inc. in this transaction. Save as otherwise specifically provided, each of the Parties hereto shall be responsible for and shall pay all taxes, costs, expenses and legal or other fees incurred by it in connection with the negotiations, settlement and execution of this Agreement and all matters related thereto and shall indemnify and hold harmless the other Parties from and against any and all Claims in respect of any such expenses, costs or fees. The Receiver hereby indemnifies and saves harmless the Purchaser from any and all claims made against the Purchaser in respect of any commissions or fees that may be claimed by real-estate broker or agent used or retained by the Receiver. The Purchaser hereby indemnifies and saves harmless the Receiver from any and all Claims made against the Receiver in respect of any commissions or fees that may be claimed by real-estate broker or agent used or retained by the Purchaser. This Section 34 shall survive the Closing.

#### **35. NON-REGISTRATION OF AGREEMENT**

The Purchaser acknowledges that this Agreement is personal to the Purchaser and that this Agreement or any monies paid hereunder do not create an interest in the Lands and the Purchaser further acknowledges that upon any breach of this Agreement by the Receiver, the Purchaser has an adequate remedy in damages. The Purchaser agrees that it will not register this Agreement on title and will not cause this Agreement to be registered on title on the Purchaser's behalf and that no reference to or notice of the Agreement or any caution, certificate of pending litigation or other similar court process in respect thereof shall be registered on title to the Lands by the Purchaser or anyone acting on its behalf, and the Purchaser shall be deemed to be in default under this Agreement if it makes any registration or causes or permits any registration to be made on its behalf on title to the Lands prior to the Date of Closing.

#### **36. RECEIVER'S CAPACITY**

It is acknowledged by the Purchaser that Albert Gelman Inc. is entering into this Agreement solely in its capacity as equitable receiver and receiver in aid of execution, appointed pursuant to the

Order of the Honourable Mr. Justice Hainey of the Ontario Superior Court of Justice, Commercial List, dated May 22, 2018, without security, over the Purchased Assets, with legal title being held in the name of the Mobin Foundation, and the Receiver acts as Court-appointed receiver and not in its personal or corporate capacity, and without personal or corporate liability and Albert Gelman Inc. shall have no personal or corporate liability under or as a result of this Agreement. The term "Receiver" as used in this Agreement shall have no inference or reference to the present registered owner of the Purchased Assets.

### **37. CONFIDENTIALITY**

The Purchaser agrees that all information and documents supplied by the Receiver 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 Receiver'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 Project Documents) shall forthwith be returned intact to the Receiver and no copies or details thereof shall be retained by the Purchaser or anyone acting on its behalf. The Purchaser further agrees that unless and until the terms of this Agreement become public knowledge in connection with an application to the Court for approval of the Agreement and/or the Vesting Order, the Purchaser shall keep such terms 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.

### **38. SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns.

### **39. COUNTERPARTS; ELECTRONIC TRANSMISSION**

This Agreement may be executed in separate counterparts, each of which when executed shall be deemed to be an original, and such counterparts taken together shall constitute one and the same agreement. The signature of any party to any counterpart shall be deemed to be a signature to and may be appended to any other counterpart. This Agreement may be executed and delivered by telecopier or other electronic transmission, and, if so executed and transmitted, this Agreement shall be for all purposes as effective as if the parties had delivered an executed original Agreement.

### **40. SOLICITORS AS AGENTS**

Any notice, approval, waiver, agreement, instrument, document or communication permitted, required or contemplated by this Agreement may be given or delivered and accepted or received by the Purchaser's Solicitors on behalf of the Purchaser and by the Receiver's Solicitor on behalf

of the Receiver and any tender of Closing Documents and the balance of the Purchase Price may be made upon the Receiver's Solicitor and the Purchaser's Solicitor, as the case may be.

**41. TIME FOR ACCEPTANCE**

The offer to purchase comprising this Agreement shall be irrevocable by the Purchaser and open for acceptance by the Receiver until 5:00 p.m. (Toronto time) on January 17, 2019 (the "Irrevocable Date"), after which time, if this Agreement is not accepted by the Receiver, then the said offer to purchase in this Agreement shall be null and void and of no further force and effect, and the Deposit shall be returned to the Purchaser, forthwith and without deduction.

DATED as of the date first mentioned above.


**PURCHASER:**

UNIVERSITY OF OTTAWA

Per:

  
Name: Jacques Fremont  
Title: President and Vice-Chancellor

Per:

  
Name: Annick Bergeron  
Title: Secretary General

*I/we have authority to bind the Corporation*

\*\*\*\*\*

The Receiver hereby accepts the foregoing offer to purchase and its terms and agrees with the Purchaser to duly complete the transaction contemplated thereunder.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2019

**ALBERT GELMAN INC.**

Per:

Name: Bryan Gelman, in its capacity as equitable waiver and receiver in aid of execution, and not in its personal or corporate capacity, and without personal or corporate liability

Title:

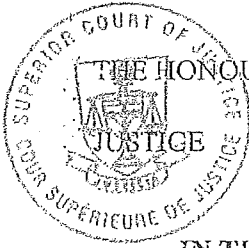
*I have authority to bind the Corporation*

**Schedule "A"**  
**Appointment Order**

[See Attached]

Court File No. CV-13-10204-00CL  
Court File No. CV-14-10403-00CL

ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST



THE HONOURABLE )  
)  
)

*HAINES*

*TUESDAY*, THE *22<sup>ND</sup>*  
DAY OF *MAY*, 2018

IN THE MATTER OF AN APPLICATION PURSUANT TO THE  
RECIPROCAL ENFORCEMENT OF JUDGMENTS ACT, R.S.O. 1990, c.  
R.5

AND IN THE MATTER OF AN AMENDED ORDER OF THE SUPREME  
COURT OF NOVA SCOTIA ISSUED MARCH 22, 2013

BETWEEN:

ESTATE OF MARLA BENNETT, MICHAEL BENNETT,  
LINDA BENNETT and LISA BENNETT

Plaintiffs

and

ISLAMIC REPUBLIC OF IRAN and  
IRANIAN MINISTRY OF INFORMATION AND SECURITY

Defendants

and

THE ATTORNEY GENERAL FOR CANADA

Intervener

AND BETWEEN:

EDWARD TRACY, by his Litigation Guardian Charles Murphy, ELIZABETH  
CICCIPIO-PULEO, estate of HELEN FAZIO, estate of DOMENIC CICIPPIO,  
DAVID B. CICIPPIO, ERIC R. CICIPPIO, RICHARD DENNIS CICIPPIO,  
THOMAS J. CICIPPIO, estate of PAUL V. CICIPPIO, ALLEN JOHN  
CICIPPIO, estate of ROSE ABELL, ANTHONY CICIPPIO, estate of  
ALEXANDER CICIPPIO, NICHOLAS B. CICIPPIO and estate of JOSEPH J.  
CICIPPIO JR.

Applicants

and

THE IRANIAN MINISTRY OF INFORMATION AND SECURITY,  
THE ISLAMIC REPUBLIC OF IRAN and  
THE IRANIAN REVOLUTIONARY GUARD CORP.

Respondents

**ORDER**

WHEREAS between 2003 and 2007 the Applicants and Plaintiffs obtained judgments against the Respondents, The Iranian Ministry of Information and Security ("MIS"), the Islamic Republic of Iran ("Iran") and The Iranian Revolutionary Guard Corp. (the "Revolutionary Guards"), in the United States District Court for the District of Columbia (the "US Judgments");

AND WHEREAS by order made March 22, 2013, Roberston J. of the Nova Scotia Supreme Court recognized the Applicants' US Judgments and made them an order of the Supreme Court of Nova Scotia;

AND WHEREAS by Order made May 22, 2013, Chapnik J. of the Ontario Superior Court of Justice ordered that the Nova Scotia Order be registered as an Order of the Ontario Superior Court of Justice (the "Tracy Recognition Order") pursuant to the *Reciprocal Enforcement of Judgments Act*, R.S.O. 1990, c. R.5;

AND WHEREAS recognition proceedings were also started in the Ontario Superior Court of Justice Court in 2012 by the Estate of Marla Bennett (CV-12-463434) which resulted in the granting of a *Mareva* injunction to restrain Iran/MIS from dissipating 290 Sheppard Avenue West, Toronto and 2 Robinson Avenue, Ottawa (hereinafter collectively referred to as the "Properties") which injunction was expanded to include the registered owners of the Sheppard Avenue and Robinson properties, Farhangeiran Inc. and The Mobin Foundation, respectively;

AND WHEREAS by Order dated March 17, 2014 Justice D.M. Brown, as he then was, ordered and declared that the Properties are beneficially owned by Iran and that the Sheriffs of

the City of Toronto and City of Ottawa are to enforce the Applicants' Writs of Seizure and Sale as against the Properties;

AND WHEREAS by Order dated June 9, 2016 Justice Hainey ordered and declared that the Plaintiffs' US Judgments be recognized as an Order of the Ontario Superior Court of Justice (the "Bennett Recognition Order") pursuant to the *Justice for Victims of Terrorism Act*, S.C. 2012, c. 1, s. 2, that a Writ of Seizure and Sale be issued in the Bennetts' favour, and that it be enforceable against the Properties;

THIS MOTION made by the Plaintiffs/Applicants for an Order pursuant section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "CJA"), and Rules 37, 41 and 60 of the *Rules of Civil Procedure*, appointing Albert Gelman Inc. as equitable receiver and receiver in aid of execution (the "Receiver"), without security, of the Properties beneficially owned by Iran (the "Debtor"), on the terms set out below, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of John Adair sworn May 17, 2018 and the exhibits thereto, and on hearing the submissions of counsel for the Plaintiffs/Applicants, no one appearing for the Defendants/Respondents although duly served as appears from the affidavit of service of Alex Fidler-Wener sworn May 22, 2018, and on reading the consent of Albert Gelman Inc. to act as the Receiver;

#### SERVICE

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

#### APPOINTMENT

2. THIS COURT ORDERS that pursuant to section 101 of the CJA and Rules 37, 41 and 60 of the *Rules of Civil Procedure*, Albert Gelman Inc. is hereby appointed Receiver, without security, of the following properties beneficially owned by the Debtor:

- (a) PT LT 3 PL 2069 TWP OF YORK AS IN TB862589; TORONTO (N YORK) CITY OF TORONTO, PIN NO. 10146-0396 (LT) and municipally known as 290 Sheppard Avenue West, Toronto, ON (hereinafter the "**Sheppard Property**"), with legal title being held in the name of Farhangeiran Inc.;
- (b) PCL F-29, SEC NP-DRF; PT LT F, CON DRF, (OPENED BY BYLAW 20-80, REGISTERED AS NO. 227761 AND CLOSED BY BYLAW 217-92 REGISTERED AS NO. 793055) BEING PT 1, 4R1130, PIN No. 04204-0243 (LT) and municipally known as 2 Robnson Avenue, Ottawa, ON, with legal title being held in the name of The Mobin Foundation;
- (c) PCL F-2, SEC NP-DRF; PT LT F, CON DRF, PT 6 4R7768; S/T CERTAIN RESTRICTIONS CONTAINED ITHIN THE ORIGINAL PATENT FROM THE CROWN, PIN No. 04204-0245 (LT) and municipally known as 2 Robnson Avenue, Ottawa, ON, with legal title being held in the name of The Mobin Foundation;
- (d) PART OF LOT F, CON D, RIDEAU FRONT, BEING PARTS 3 AND 4 ON PLAN 5R-14667, PART OF WHICH BEING PART OF HURDMAN ROAD OPENED BY BYLAW NS79171 AND CLOSED BY BYLAW N633492 AND PART 41, PL 4R-299 LYING EAST OF PART 1 ON PL 5R-10234 AND PART 1 ON PL 4R-11899, PIN No. 04204-0267 (LT) and municipally known as 2 Robnson Avenue, Ottawa, ON, with legal title being held in the name of The Mobin Foundation; AND
- (e) PART OF LOT F, CON D, RIDEAU FRONT, BEING PARTS 11 AND 12 ON PLAN 4R-598, SAVE AN EXCEPT PART 1 ON PLAN 4R-5541 AND PART 1 ON PLAN 4R-1022, PIN No. 04204-0270 (LT) and municipally known as 2 Robnson Avenue, Ottawa, ON, with legal title being held in the name of The Mobin Foundation (collectively with the properties described in paragraphs 2(b), 2(c) and 2(d), the "**Robnson 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 Sheppard Property and Robinson Property (collectively, the "Properties").
4. THIS COURT ORDERS that 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, in respect of the Properties:
  - (a) to take possession of and exercise control over the Properties and any and all proceeds, receipts and disbursements arising out of or from the Properties;
  - (b) to receive, preserve, and protect the Properties, 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 in respect of the Properties, 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 in relation to the Properties;
  - (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;
  - (f) to receive and collect all monies and accounts now owed or hereafter owing and to exercise all remedies in collecting such monies;

- (g) to settle, extend or compromise any indebtedness owing in respect of the Properties;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Properties 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 Properties 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 Properties, including advertising and soliciting offers in respect of the Properties 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 Properties or any part or parts thereof out of the ordinary course of business, with the approval of this Court.
- (l) to apply for any vesting order or other orders necessary to convey the Properties or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such the Properties;
- (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 Properties 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 Properties against their title;
- (o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof;

- (p) to enter into agreements with any trustee in bankruptcy who may be appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any of the Properties;
- (q) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations, including without limitation, undertaking a review of any documentation that may be located at the Properties and to report to the Court in the event the Receiver discovers information it opines may assist in enforcing the Tracy and Bennett Recognition Orders;
- (r) in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtor, and without interference from any other Person; and
- (s) if the Receiver deems it necessary, it may exercise any of its powers set forth herein with the assistance of the local police authorities and/or the RCMP.

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

5. THIS COURT ORDERS that (i) the Debtor, (ii) The Mobin Foundation, (iii) Farhangeiran Inc., (iv) all of their respective current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (v) 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 grant immediate and continued access to the Properties to the Receiver, and shall deliver possession of the Properties to the Receiver upon the Receiver's request.
6. 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 Properties, 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.

7. 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 receive and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

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

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 PROPERTY**

9. THIS COURT ORDERS that no Proceeding against or in respect of the Properties 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 Properties 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 Receiver, or affecting the Properties, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court and further provided that nothing in this paragraph shall (i) empower the Receiver to carry on any business, (ii) exempt the Receiver 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 relation to the Properties, 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 in respect of the Properties are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating such oral or written agreements without the Receiver's written consent, 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 in relation to the Properties such as but not limited to hydro deposits and rents, if any, and from the sale of all or any of the Properties 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.

#### **PIPEDA**

14. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Properties and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Properties (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 of the Properties shall be entitled to continue to use the personal information provided to it, and related to the Properties purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

#### **LIMITATION ON ENVIRONMENTAL LIABILITIES**

15. THIS COURT ORDERS that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "Possession") of any of the Properties 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 Properties within the meaning of any Environmental Legislation, unless it is actually in possession.

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

16. THIS COURT ORDERS that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded to the Receiver by section 14.06 of the *Bankruptcy and Insolvency Act* (the "BIA") or by any other applicable legislation.

#### **RECEIVER'S ACCOUNTS**

17. THIS COURT ORDERS that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, 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 Properties, 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 Properties 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), of the BIA.

18. THIS COURT ORDERS that should the fees of the Receiver and counsel to the Receiver exceed the retainer funds provided to them, the Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

19. THIS COURT ORDERS that prior to the passing of its accounts, if same becomes necessary, 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, if applicable.

#### **FUNDING OF THE RECEIVERSHIP**

20. THIS COURT ORDERS that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$150,000.00 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "Receiver's Borrowings Charge") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

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

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

#### SERVICE AND NOTICE

24. THIS COURT ORDERS that the 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/sci/practice/practice-directions/toronto/e-service-protocol/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall

constitute an order for substituted service pursuant to Rule 16.04 of the *Rules of Civil Procedure*. Subject to Rule 3.01(d) of the *Rules of Civil Procedure* and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL <http://www.albertgelman.com/corporate-solutions/other-engagements/>.

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

#### GENERAL

26. 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.
27. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.
28. THIS COURT ORDERS that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect

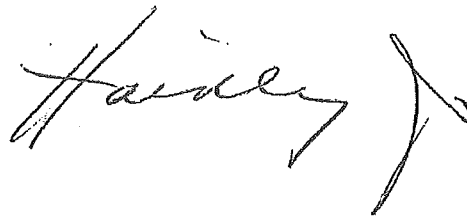
of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

29. THIS COURT ORDERS that the Plaintiff shall have its costs of this motion, up to and including entry and service of this Order on a substantial indemnity basis, ~~to be paid to the amount of \$1,000,000 (including HST and disbursements)~~, to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.

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

31. THIS COURT ORDERS that service on Farhangewan Inc. and The Mobin Foundation with respect to any future proceedings in connection with this Receivership shall be made and effective pursuant to this Court's Orders dated April 12, 2013 (Justice Moore), June 26, 2013 (Justice Greer), and June 23, 2014 (Justice DM Brown).

32. THIS COURT ORDERS that service on the Defendants / Respondents with respect to any future proceedings in connection with this Receivership shall be made and effective by email to counsel Stevenson Whetton Macdonald & Swan LLP, cstevenson@stevensonslaw.net.



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

MAY 22 2018

PER / PAR:



SCHEDULE "A"

RECEIVER CERTIFICATE

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

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

1. THIS IS TO CERTIFY that [RECEIVER'S NAME], the receiver (the "Receiver") of the assets, undertakings and properties [DEBTOR'S NAME] acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (collectively, the "Property") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated the \_\_\_ day of \_\_\_\_\_, 20\_\_ (the "Order") made in an action having Court file number \_\_\_-CL-\_\_\_\_\_, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$\_\_\_\_\_, being part of the total principal sum of \$\_\_\_\_\_ which the Receiver is authorized to borrow under and pursuant to the Order.

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

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

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

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

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

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

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

[RECEIVER'S NAME], solely in its capacity  
as Receiver of the Property, and not in its  
personal capacity

Per: \_\_\_\_\_

Name:

Title:

THE ESTATE OF MARLA BENNETT, et al. -and- THE ISLAMIC REPUBLIC OF IRAN, et al.

Court File No. CV-13-10204-00CL

EDWARD TRACY, et al. -and- THE ISLAMIC REPUBLIC OF IRAN, et al.

Court File No. CV-14-10403-00CL

Plaintiffs / Applicants

Defendants / Respondents

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

PROCEEDINGS COMMENCED AT  
TORONTO

**ORDER**

**ADAIR GOLDBLATT BIEBER LLP**  
95 Wellington Street West  
Suite 1830, P.O. Box 14  
Toronto ON M5J 2N7

**John J. Adair (52169V)**  
jadair@agblp.com  
Tel: 416.941.5858

**Gordon McGuire (58364S)**  
gmcguire@agblp.com  
Tel: 416.941.5860

Tel: 416.499.9940  
Fax: 647.689.2059

Lawyers for the Plaintiffs / Applicants

RCP-E 4C (May 1, 2016)

**Schedule "B"**  
**Approval and Vesting Order**

[To be attached.]

**Schedule "C"**

**Instruments to be Deleted from title to the Lands**

**Encumbrances to be Deleted from title to the Property by the Vesting Order**

**PIN 04204- 0267**

<b>Instrument</b>	<b>Date</b>	<b>Instrument Type</b>	<b>Party From</b>	<b>Party To</b>
OC1424698	October 31, 2012	Restrictions Order	Ontario Superior Court of Justice	Bennett, Michael Bennett, Linda Bennett, Lisa
OC1425794	November 2, 2012	Restriction Order	Ontario Superior Court of Justice	Bennett, Michael Bennett, Linda Bennett, Lisa

**PIN 04204-0270**

<b>Instrument</b>	<b>Date</b>	<b>Instrument Type</b>	<b>Party From</b>	<b>Party To</b>
OC1424698	October 31, 2012	Restrictions Order	Ontario Superior Court of Justice	Bennett, Michael Bennett, Linda Bennett, Lisa
OC1425794	November 2, 2012	Restriction Order	Ontario Superior Court of Justice	Bennett, Michael Bennett, Linda Bennett, Lisa

**PIN04204-0243**

<b>Instrument</b>	<b>Date</b>	<b>Instrument Type</b>	<b>Party From</b>	<b>Party To</b>
OC1424698	October 31, 2012	Restrictions Order	Ontario Superior Court of Justice	Bennett, Michael Bennett, Linda Bennett, Lisa
OC1425794	November 2, 2012	Restriction Order	Ontario Superior Court of Justice	Bennett, Michael Bennett, Linda Bennett, Lisa

PIN 042040245

Instrument	Date	Instrument Type	Party From	Party To
OC1424698	October 31, 2012	Restrictions Order	Ontario Superior Court of Justice	Bennett, Michael Bennett, Linda Bennett, Lisa
OC1425794	November 2, 2012	Restriction Order	Ontario Superior Court of Justice	Bennett, Michael Bennett, Linda Bennett, Lisa

## Schedule "D"

### Permitted Encumbrances

#### Assumed Encumbrances – unaffected by the Vesting Order

##### ● Permitted Encumbrances (General)

The exceptions and qualifications set out in Section 44(1) (other than clause 11 thereof) of the *Land Titles Act* (Ontario), including the rights of any person who would, but for the *Land Titles Act*, be entitled to the land or any part of it through length of adverse possession, prescription, misdescription or boundaries settled by convention and any lease to which subsection 70(2) of the *Registry Act* applies.

Any inchoate lien for municipal realty taxes, public utility charges or other governmental charges or levies accrued but not yet due and payable or, if due and payable, are adjusted for on Closing.

Any and all interest (including liens, charges, adverse claims, security interests or other encumbrances) of any nature whatsoever now or hereafter claimed or held by Her Majesty the Queen in Right of Canada, Her Majesty the Queen in Right of any province of Canada, or by any other governmental department, agency or authority under or pursuant to any applicable legislation, statute or regulation and which do not, individually or in the aggregate materially impair the servicing, development, construction, operation, occupation, use, management, marketability or value of the Property.

Any municipal by-laws or regulations affecting the Property or its use, and any other municipal land use instrument including, without limitation, official plans and zoning and building by-laws, as well as decisions of the Committee of Adjustment or any other competent authority permitting variances therefrom and all applicable building codes provided same have in each case been complied with in all material respects to the Closing Date and which do not materially impair the use or operation of any part of the Property for the purposes for which it is being used as of the Execution Date.

Title defects or irregularities including any easements or rights of way in favour of any federal, provincial, municipal or other governmental bodies or regulatory authorities, any private or public utility, any railway company or any adjoining owner that do not, in the aggregate, materially impair the servicing, development, construction, operating, occupation, use, management, marketability or value of the Property.

Any subsisting reservations, limitations, provisos, conditions or executions, including royalties, contained in the original grant of the Property from the Crown.

Any and all licences, easements, rights-of-way, rights in the nature of easements and agreements with respect thereto including, without limitation, agreements, easements, licences, rights-of-way and interest in the nature of easements for sidewalks, public ways, sewers, drains, utilities, gas

steam and water mains or electric light and power, or telephone and telegraphic conduits, poles, wires and cables provided each have been complied with in all material respects and do not, individually or in the aggregate materially impair the servicing, development, construction, operation, occupation, use, management, marketability or value of the Property.

Those specific instruments more particularly set out below.

PERMITTED ENCUMBRANCES (SPECIFIC)

**Schedule "E"**

**Legal Description**

**PIN 042040267**

Part of Lot F, Concession D, Rideau Front, Geographic Township of Nepean, now in the City of Ottawa. Being Parts 3 & 4 on 5R-14667 Part of which being Part of Hurdman Road opened by Bylaw NS79171 & Closed by Bylaw N633492 and Part 41 on 4R-299 lying east of Part 1 on 5R-10234 & Part 1 on 4R-11899, Ottawa.

**PIN 042040270**

Part of Lot F, Concession D, Rideau Front, Geographic Township of Nepean, now in the City of Ottawa. Being Parts 11 & 12 on Plan 4R-598, Save & Except Part 1 on 4R-5541 & Part 1 on Plan 4R-1022. Subject to certain restrictions contained within the original patent from the Crown namely free access to the above for all vessels, boats & persons.

**PIN 042040243**

Parcel F-29, Section NP-DRF; Part of Lot F, Concession DRF, Rideau Front, Geographic Township of Nepean, now in the City of Ottawa, (Opened by Bylaw 20-80, Registered as No. 227761 and Closed By Bylaw 217-92 Registered as No 793055. Being Part 1, 4R-1130; Ottawa, Nepean.

**PIN 042040245**

Parcel F-2, Section NP-DRF; Being Part of Lot F, Concession D, Rideau Front, Geographic Township of Nepean, now in the City of Ottawa. Being Part 6 on 4R-7768, subject to certain restrictions contained within the original patent from the Crown namely free access to the above for all vessels, boats and persons.

**Schedule "F"**

**Purchaser's Environmental Indemnity Agreement**

[See Attached]

## ENVIRONMENTAL INDEMNITY AGREEMENT

### WHEREAS:

- A.     ☉ (the “Purchaser”) has agreed to purchase the Purchased Assets pursuant to, and as such term is defined in, an agreement of purchase and sale (the “Purchase Agreement”) dated ☉ between the Purchaser and Albert Gelman Inc., in its capacity as equitable receiver and receiver in aid of execution (the “Receiver”), appointed pursuant to the Order of the Honourable Mr. Justice Hainey of the Ontario Superior Court of Justice, Commercial List, dated May 22, 2018, without security, over the property beneficially owned by the Islamic Republic of Iran municipally known as 2 Robinson Avenue, Ottawa, Ontario (the “Property”), with legal title being held in the name of the Mobin Foundation, and the Receiver acts as Court-appointed receiver and not in its personal or corporate capacity, and without personal or corporate liability.
- B.     The Receiver requires the Purchaser [ (if applicable) and ☉ (collectively, the “Guarantor”) ] to execute an Environmental Indemnity Agreement as a prerequisite to Closing.

NOW THEREFORE, for good and valuable consideration, the parties agree as follows:

### 1.     DEFINITIONS

- 1.1     All capitalized terms used but not hereinafter defined shall have the same meaning as that ascribed to them in the Purchase Agreement.
- 1.2     When used in this Agreement, the following words and expressions shall have the following meanings:
- (a)     “Applicable Laws” means without limitation (whether in existence on the date of this Agreement or executed, promulgated or published after the date hereof), all applicable local, municipal, provincial, territorial and federal laws, by-laws, statutes, regulations, ordinances, rules, guidelines, policies, codes, standards, certificates, permits, licenses, administrative and judicial orders, judgments, decrees, approvals, directions and permits relating to, without limitation, the regulation, protection, preservation, or reclamation of the environment or natural resources or to human health and safety or to the management, presence, existence, release or handling of any Hazardous Materials as herein defined as well as common law or civil law as applicable.
  - (b)     “Contiguous Property” means any property that becomes contaminated with Hazardous Materials coming from the Property or any other Property that contaminates the Property.
  - (c)     “Hazardous Materials” means any contaminants, pollutants, substances or materials that, when released to the natural environment, could have the reasonable prospect of causing, at some immediate or future time, harm or degradation to the natural environment or risk to human health, whether or

not such contaminants, pollutants, substances or materials are or shall become prohibited, controlled or regulated by any Government Authority and any "contaminants", "dangerous substances", "hazardous materials", "hazardous substances", "hazardous wastes", "industrial wastes", "liquid wastes", "pollutants" and "toxic substances", all as defined in, referred to or contemplated in federal, provincial and/or municipal legislation, regulations, orders and/or ordinances relating to environmental, health and/or safety matters and, not to limit the generality of the foregoing, includes asbestos, urea formaldehyde foam insulation and mono- or poly-chlorinated biphenyl wastes;

- (d) "Indemnitor" means the Purchaser.
- (e) "Indemnitees" means each of Albert Gelman Inc., and its directors, officers, employees, shareholders, agents, heirs and attorneys.

## 2. INDEMNIFICATION

2.1 The Indemnitor agrees, at its sole expense, to protect, defend, indemnify, release and hold each Indemnitee harmless from and against any and all claims, demands, damages, losses (including actual loss in value), liens, whether registered or unregistered, liabilities (whether accrued, actual, latent or otherwise), penalties, fines, debts, suits, judgments, awards, administrative or judicial orders, actions, causes of action, proceedings, obligations, costs, charges, fees, expenses and amounts paid in settlement, of whatever kind or nature, (including costs for investigation, remediation, restoration, clean-up, treatment, monitoring, containment and removal (whether voluntarily or involuntarily incurred) relating in any way to Hazardous Materials, legal, accountants', engineers', consultants', contractors' and other professionals' and experts' fees and disbursements and solicitor, client/extra judicial costs), loss of use or decrease in value of the Property or any Contiguous Property, which accrue to or are made against or are incurred by any of the Indemnitees at any time after Closing, and, without limiting the generality of this provision, which arise directly or indirectly from, or are in any way connected with:

- (a) any misrepresentation or inaccuracy of representations and warranties contained in the Information Package relating to Hazardous Materials; and
- (b) the presence, discovery, investigation, remediation, restoration, treatment, monitoring, containment, removal and/or the clean-up of Hazardous Materials from the Property or any Contiguous Property onto which Hazardous Materials have migrated from the Property.

The Indemnitor acknowledges that as between the Indemnitors and the Indemnitees, the Indemnitors will be solely responsible for all expenses whether foreseen or unforeseen relating to the discovery, investigation, remediation, restoration, treatment, monitoring, clean up, containment or removal of Hazardous Materials from the Property, or from any Contiguous Property as a result of the release of

Hazardous Materials from the Property, and that the indemnity in this Article 2 shall cover all such expenses.

- 2.2 This Agreement shall continue in full force and effect after the Closing Date.
- 2.3 The Indemnitor acknowledges that the amount of its liability hereunder could exceed the entire amount paid by the Indemnitor for the Property.

### 3. MISCELLANEOUS

- 3.1 In the event that this Agreement is executed by more than one party as Indemnitors, the liability of such parties shall be on a joint and several basis.
- 3.2 This Agreement shall be binding upon and enure to the benefit of the Receiver and the Indemnitors and their respective heirs, legal representatives, successors (by amalgamation, reorganization or otherwise) and permitted assigns.
- 3.3 This Agreement shall be governed under the laws of the Province of Ontario and the laws of Canada applicable therein.
- 3.4 The parties hereto have expressly required that this Agreement and all documents, agreements and notices related thereto be drafted in the English language. *Les parties aux présentes ont expressément exigé que le présent contrat et tous les autres documents, conventions ou avis qui y sont afférents soient rédigés en langue anglaise.*

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed and delivered as of the \_\_\_\_\_ day of ●, 2018.

●

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

I have authority to bind the Corporation

●

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

I have authority to bind the Corporation.

SIGNED, SEALED AND DELIVERED )  
in the presence of )

\_\_\_\_\_  
Witness )

●

Schedule "G"

WAIVER

WAIVER OF LIABILITY AND ACKNOWLEDGEMENT OF RISK

("Waiver of Liability")

THIS SHALL CONFIRM that \_\_\_\_\_ (hereinafter referred to as the "Undersigned") has been advised by Albert Gelman Inc., in its capacity as equitable receiver and receiver in aid of execution (the "Receiver"), appointed pursuant to the Order of the Honourable Mr. Justice Hainey of the Ontario Superior Court of Justice, Commercial List, dated May 22, 2018, and/or its broker, Cushman Wakefield Ottawa Inc. (hereinafter referred to as "C&W"), that the structural framing, roof and ceiling of the buildings situated on or about the property at 2 Robinson Avenue, Ottawa, Ontario (the "Property"), are unsafe and that walking in any proximity to, or walking through any of the building(s) or lands is not recommended and entering the Property is done entirely at the risk of the Undersigned.

**THE UNDERSIGNED** acknowledges and confirms as follows:

- (a) that should he/she/it elect to walk through the Property they do so at their own risk and peril;
- (b) that he/she/it assumes full responsibility for any and all risk of bodily injury, including, without limitation, serious bodily injury, dismemberment, or death that may result from accessing the Property including risks caused by any negligent omission, negligent act or negligent conduct of the Receiver, C&W or anyone else for whom the Receiver or C&W is legally responsible for at law;
- (c) that this Waiver of Liability is intended to be interpreted as broad and inclusive as permitted by the laws of the Province of Ontario, and that if any portion of this Waiver of Liability that is held/rendered to be invalid by a court of law, it is agreed that the balance of the terms shall continue to be in full legal force and effect;
- (d) that he/she/it has read and voluntarily signs this Waiver of Liability and further agrees that no oral representations, statements, or inducements (apart from the opportunity to assess the Property) have been made; and
- (e) that he/she/it has had the opportunity to seek independent legal advice with respect to the terms set out in this Waiver of Liability and further agrees that the terms contained herein are fully understood.

In addition, the Undersigned and his/her/its successors and assigns, hereby agree to release and save and hold harmless the Receiver, C&W and any of the Receiver's or C&W's agents and employees from any and all costs, injury and damage that the Undersigned or any of its agents, employees or representatives may incur including, without limitation, any injury or damage to any person or property whatsoever, any of which caused by an activity, condition or event arising out of the Undersigned's election to walk through the Property. This Waiver of Liability clause shall

be binding upon the Undersigned, the Undersigned's heirs, successors, personal representatives and assigns.

The Undersigned hereby further agrees to indemnify and save the Receiver, C&W and any of the Receiver's or C&W's agents and employees harmless against any and all liability for any claims, losses, damages, injury, death or expense that either the Receiver or C&W may suffer, whether directly or indirectly, and in any way related to the Undersigned or any of its agents, employees or representatives being granted access, accessing or walking through the Property.

The Undersigned confirms that this Waiver of Liability agreement shall be governed by and construed under the laws of the Province of Ontario and jurisdiction shall be vested exclusive in the Ontario Superior Court of Justice.

The Undersigned acknowledges and confirms that he/she/it is voluntarily executing this Waiver of Liability.

DATED at \_\_\_\_\_ this      day of      , 2018.

\_\_\_\_\_  
Print Name:

# Appendix “D”

## AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT dated as of the 10th day of January, 2018

BETWEEN:

ALBERT GELMAN INC., in its capacity as equitable receiver and receiver in aid of execution (the "Receiver"), appointed pursuant to the Order of the Honourable Mr. Justice Hainey of the Ontario Superior Court of Justice, Commercial List, dated May 22, 2018 (the "Appointment Order"), without security, over the property beneficially owned by the Islamic Republic of Iran (the "Debtor") municipally known as 2 Robinson Avenue, Ottawa, Ontario (the "Property"), with legal title being held in the name of the Mobin Foundation ("Mobin"), and the Receiver acts as Court-appointed receiver and not in its personal or corporate capacity, and without personal or corporate liability.

- and -

SHENKMAN PROPERTIES COMPANY LIMITED, a corporation incorporated and existing under the laws of the province of Ontario (the "Purchaser")

WITNESSES THAT in consideration of the mutual agreements contained in this Agreement, the receipt and sufficiency of which is acknowledged by each of the Receiver and the Purchaser, the Receiver and the Purchaser hereby agree as follows:

### 1. DEFINITIONS AND SCHEDULES

In this Agreement, unless the context clearly indicates otherwise, the following terms shall have the following meanings:

- a. "Acceptance Date" means the date on which this Agreement is fully executed by both the Receiver and the Purchaser and delivered to each other;
- b. "Act" means, for purposes of Section 17 hereof only, the *Excise Tax Act* (Canada);
- c. "Adjustments" shall have the meaning ascribed thereto in Section 4 hereof;
- d. "Agreement" means this agreement of purchase and sale executed by the Purchaser and accepted by the Receiver, together with the attached schedules;
- e. "Approval and Vesting Order" shall have the meaning ascribed thereto in Subsection 14(a) hereof;

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- f. **"Buildings"** means the buildings, improvements, installations and fixtures of every nature and kind situate in, on and/or over the Lands;
- g. **"Business Day"** means any day other than a Saturday or a Sunday or a statutory holiday in the Province of Ontario;
- h. **"Claims"** means any and all claims, demands, complaints, grievances, actions, applications, suits, causes of action, orders, charges, indictments, prosecutions or other similar processes, assessments or reassessments, judgments, debts, liabilities, expenses, costs, damages or losses, contingent or otherwise, whether liquidated or unliquidated, matured or unmatured, disputed or undisputed, contractual, legal or equitable, including loss of value, professional fees, including solicitor and client costs and disbursements, and all costs incurred in investigating or pursuing any of the foregoing or any proceeding relating to any of the foregoing, related to the Debtor or the Purchased Assets, and **"Claim"** means any one of them;
- i. **"Closing"** shall have the meaning ascribed to it in Section 7 hereof;
- j. **"Closing Documents"** means the documents required to complete the transaction contemplated by this Agreement;
- k. **"Court"** means the Ontario Superior Court of Justice (Commercial List);
- l. **"Court Order"** means the order of the Honourable Justice Hainey dated the 22nd day of May, 2018 respecting Court File Numbers CV-13-10204-00CL and CV-14-10403-00CL, whereby, amongst other things, the Receiver, was appointed receiver of the Purchased Assets and was given authority to sell, convey, transfer, lease or assign the Purchased Assets or any part or parts thereof in accordance with the terms of the Court Order, a copy of which Court Order is attached as **Schedule "A"**;
- m. **"Damages"** shall have the meaning ascribed to it in Subsection 15(h) hereof;
- n. **"Date of Closing"** or **"Closing Date"** shall have the meaning ascribed to it in Section 7 hereof;
- o. **"Debtor"** means Islamic Republic of Iran;
- p. **"Deposit"** shall have the meaning ascribed to it in Subsection 3(a) hereof;
- q. **"Due Diligence Date"** has the meaning ascribed to it in Section 5 hereof;
- r. **"DRA"** shall have the meaning ascribed to it in Subsection 8(a) hereof;
- s. **"Encumbrances"** means all liens, charges, security interests, pledges, leases, offers to lease, title retention agreements, mortgages, restrictions on use, development or similar agreements, easements, rights-of-way, title defects, options or adverse claims or encumbrances of any kind or character whatsoever;

W

- t. "Environmental Law" means any and all applicable international, federal, provincial, state, municipal or local laws, by-laws, statutes, regulations, treaties, orders, judgments, decrees, ordinances, official directives and all authorizations relating to the environment, occupational health and safety, health protection or any Hazardous Materials and any laws including written policies and guidelines and directives, administrative rulings or interpretations, that are in effect and applicable to the Receiver on the Execution Date and the Closing Date, as well as the common law and any judicial or administrative order, consent decree or judgment that is in effect and applicable to the Receiver on the Execution Date and the Closing Date, that relates to pollution or the protection of the environment, including, without limitation, the *Atomic Energy Control Act* (Canada), the *Canadian Environmental Protection Act* (Canada), the *Pest Control Products Act* (Canada), the *Transportation of Dangerous Goods Act* (Canada), the *Environmental Protection Act* (Ontario), the *Environmental Assessment Act* (Ontario) and the *Ontario Water Resources Act* (Ontario), and the regulations and guidelines promulgated pursuant thereto or issued by any Governmental Authority in respect thereof, and equivalent or similar local and provincial ordinances and statutory programs and the regulations and guidelines promulgated pursuant thereto;
- u. "First Deposit" shall have the meaning ascribed to it in Subsection 3(a) hereof;
- v. "Government Authority" means any person, body, department, bureau, agency, board, tribunal, commission, branch or office of any federal, provincial or municipal government having or claiming to have jurisdiction over part or all of the Purchased Assets, the transaction contemplated in this Agreement and/or one or both of the parties hereto and shall include a board or association of insurance underwriters;
- w. "Hazardous Materials" means any contaminants, pollutants, substances or materials that, when released to the natural environment, could have the reasonable prospect of causing, at some immediate or future time, harm or degradation to the natural environment or risk to human health, whether or not such contaminants, pollutants, substances or materials are or shall become prohibited, controlled or regulated by any Government Authority and any "contaminants", "dangerous substances", "hazardous materials", "hazardous substances", "hazardous wastes", "industrial wastes", "liquid wastes", "pollutants" and "toxic substances", all as defined in, referred to or contemplated in federal, provincial and/or municipal legislation, regulations, orders and/or ordinances relating to environmental, health and/or safety matters and, not to limit the generality of the foregoing, includes asbestos, urea formaldehyde foam insulation and mono- or poly-chlorinated biphenyl wastes;
- x. "HST" shall have the meaning ascribed thereto in Subsection 17(a) hereof;
- y. "ICA" shall have the meaning ascribed thereto in Subsection 11(c) hereof;
- z. "Lands" means the lands and premises legally described in PINs 04204-0267; 04204-0270; 04204-0243 and 04204-0245 (LT) and further described in Schedule "E" herein;

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together with all easements, rights-of-way, privileges and appurtenances attaching thereto and enuring to the benefit thereof;

- aa. "Offer, "the Offer" or "this Offer" means the offer to purchase made by the Purchaser and contained in and comprised of this document;
- bb. "Permitted Encumbrances" means the permitted encumbrances appended as Schedule "D" hereto and as set out in the Approval and Vesting Order;
- cc. "Person" means any individual, partnership, limited partnership, limited liability company, joint venture, syndicate, sole proprietorship, company or corporation with or without share capital, unincorporated association, trust, trustee, executor, administrator or other legal personal representative, Governmental Authority or other entity however designated or constituted;
- dd. "Project Documents" means those documents respecting the Purchased Assets provided to the Purchaser through its online data room and otherwise prior to the date of the execution and delivery of this Agreement by the Purchaser, including (without limitation):
  - i. Phase I and Phase II Environmental Site Assessments Reports;
  - ii. any environmental, professional and/or other consulting report(s) related to the Property;
  - iii. existing survey for the Property; and
  - iv. realty tax assessments, notices and tax bills for the current calendar year.
- ee. "Purchase Price" shall have the meaning ascribed thereto in Section 3 hereof;
- ff. "Purchased Assets" means the Lands, the Buildings and the right, title and interest of the Debtor and Mobin and the Receiver;
- gg. "Purchaser" has the meaning given on the first page of this Agreement;
- hh. "Purchaser's Solicitor" means the firm of Charron, Pilon, Sauvé LLP;
- ii. "Registry Office" shall have the meaning ascribed to it in Subsection 7(a) hereof;
- jj. "Second Deposit" shall have the meaning ascribed to it in Subsection 3(b) hereof;
- kk. "Statement of Adjustments" shall have the meaning ascribed to it in Subsection 14(b) hereof;
- ll. "Taxes" means all taxes, IIST, land transfer taxes, charges, fees, levies, imposts and other assessments, including all income, sales, use, goods and services, harmonized, value added, capital, capital gains, alternative, net worth, transfer, profits, withholding, excise, real property



and personal property taxes, and any related interest, fines and penalties, imposed by any Governmental Authority, and whether disputed or not;

- mm. "TERS" shall have the meaning ascribed to it in Subsection 8(a) hereof;
- nn. "Receiver" has the meaning given on the first page of this Agreement; and
- oo. "Receiver's Solicitor" means the firm of Lipman, Zener & Waxman LLP.

The following Schedules are attached to this Agreement and form an integral part hereof:

Schedule "A"	Appointment Order
Schedule "B"	Approval and Vesting Order
Schedule "C"	Instruments to be Deleted from title to the Lands
Schedule "D"	Permitted Encumbrances
Schedule "E"	Legal Description
Schedule "F"	Purchaser's Environmental Indemnity Agreement
Schedule "G"	Waiver of Liability and Acknowledgement of Risk

## 2. NATURE OF TRANSACTION

The Purchaser shall purchase and the Receiver shall sell the Purchased Assets, upon and subject to the terms of this Agreement.

Other than the Purchased Assets, the Purchaser is not assuming, and shall not be deemed to have assumed any liabilities, obligations or commitments of the Debtor, Mobin or the Receiver or of any other Person, whether known or unknown, fixed or contingent or otherwise.

## 3. PURCHASE PRICE

The aggregate purchase price (the "**Purchase Price**") for the Purchased Assets shall be the sum of **Twenty-Three Million Dollars (\$23,000,000.00)**. The Purchase Price shall be paid, accounted for and satisfied as follows:

- a. As part of the Purchase Price, the sum of **Five Hundred Thousand Dollars (\$500,000.00)** (the "**First Deposit**") and together with the Second Deposit, the "**Deposit**") shall be paid by the Purchaser by wire transfer to the Receiver's Solicitor, in trust, and the First Deposit is to be made within two (2) Business Days following the Acceptance Date and delivery of this Agreement by the Purchaser, which First Deposit shall be held by the Receiver's Solicitor, in trust, in accordance with the terms of this Agreement.
- b. As part of the Purchase Price, the further sum of **One Million, Five Hundred Thousand Dollars (\$1,500,000.00)** (the "**Second Deposit**") shall be paid by the Purchaser by wire transfer to the Receiver's Solicitor, in trust, representing the balance of the Deposit within three (3) Business Days following the Purchaser's waiver or satisfaction of the condition

contained in Section 5 herein, which Second Deposit shall be held by the Receiver's Solicitor, in trust, in accordance with the terms of this Agreement.

- c. The balance of the Purchase Price shall be paid on the Closing Date, by wire transfer to the Receiver's Solicitor, in trust, subject only to the Adjustments set out in Section 4.
- d. The First Deposit shall be held by the Receiver's Solicitor in trust, as a deposit pending Closing or termination of this Agreement. Subject only to the terms of this Agreement, the First Deposit is to be credited on account of the Purchase Price upon completion of the transaction contemplated in this Agreement. In the event that this Agreement is terminated for any reason whatsoever other than the default of the Purchaser, subject to the Damage Deduction as set out in Section 33 herein, the Deposit shall be returned to the Purchaser forthwith, without interest or deductions.
- e. The Second Deposit shall be held by the Receiver's Solicitor in trust, as a deposit pending Closing or termination of this Agreement. Subject only to the terms of this Agreement, the Deposit is to be credited on account of the Purchase Price upon completion of the transaction contemplated in this Agreement. In the event that this Agreement is terminated for any reason whatsoever other than the default of the Purchaser, the Deposit shall be returned to the Purchaser forthwith, without interest or deduction.

#### 4. CLOSING AND POST-CLOSING ADJUSTMENTS

The completion of the transaction contemplated herein shall be completed on the Closing Date; the Receiver will bear and pay all expenses related to the Purchased Assets prior to the Closing Date and the Purchaser will bear and pay all expenses related to the Purchased from and after and including the Closing Date. The Date of Closing will be for the Purchaser's account both as to revenue and expense. The Receiver and the Purchaser shall adjust the Purchase Price on the Date of Closing in respect of the following items (the "Adjustments"):

- a. utilities and fuel accounts and/or deposits (if applicable);
- b. water and sewer rates and charges; and
- c. realty taxes.

If the final cost or amount of an item that is to be adjusted cannot be determined at Closing, then an initial adjustment for such item shall be made at Closing, such amount to be estimated by the Receiver, acting reasonably, as of the Closing Date on the basis of the best evidence available at the Closing as to what the final cost or amount of such item will be. In each case, when such cost or amount is determined, the Receiver or Purchaser, as the case may be, shall provide a complete statement thereof to the other and the Receiver and Purchaser shall make a final adjustment as of the Closing Date for the item in question and such determination is to be made as soon as possible following Closing Date and in any event prior to the 7<sup>th</sup> Business Days following Closing Date. In the absence of agreement by the parties, the final cost or amount of an item shall be determined by an accountant or such other financial professional appointed jointly by the Receiver and the Purchaser, with the cost of such accountant's or other financial professional's determination being shared equally between the parties.

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All re-adjustments shall be requested in a detailed manner on or before the 7<sup>th</sup> Business Day after the Closing Date, after which time neither party shall have any right to request re-adjustment.

## 5. DUE DILIGENCE DATE

The obligation of the Purchaser to complete this Agreement shall be subject to the following conditions (provided that these conditions are for the sole benefit of the Purchaser and may be waived in whole or in part by the Purchaser by written notice to the Receiver prior to the applicable date for the satisfaction of each condition):

- (a) This Agreement shall be conditional for fifteen (15) days after the date the Receiver executes and accepts this Purchase Agreement and notifies the Purchaser it has done so, ("**Due Diligence Date**"), for the Purchaser to satisfy itself, in its sole discretion, with respect to all matters as to financing, soil conditions, environmental status of the Property, structural condition of the Buildings located on the Land, the condition of building systems, the leases being assumed, and as to the result of any other inspections or tests that the Purchaser may deem necessary in its discretion. This condition is inserted for the benefit of the Purchaser and may be waived by it in writing in whole or part at any time prior to the expiry of the Due Diligence Date.
- (b) The Purchaser shall be granted access to the Property provided that the Purchaser and the Purchaser's authorized representatives execute a Waiver of Liability and Acknowledgement of Risk in the form attached hereto as Schedule "G" acknowledging the access risk and danger to life or/and property before being granted access to the Property, and said access shall at all times be during regular business hours. The Receiver agrees to allow Purchaser and Purchaser's authorized representatives reasonable access to the Property following execution of this Agreement and the Waiver of Liability and Acknowledgement of Risk during normal business hours, from time to time upon reasonable prior notice, until the Due Diligence Date, and hereby authorizes the Purchaser to carry out such reasonable tests and inspections thereof as the Purchaser deems necessary, providing such inspections shall not unduly interfere with the use and occupation of the Property. The tests and inspections which the Purchaser may elect to conduct shall include, without limitation:
  - (i) Soil, ground-water and environmental tests;
  - (ii) Surveys, measurements, structural testing;
  - (iii) Taking samples where reasonable to do so;
  - (iv) Test for Hazardous Materials, and
  - (v) Examining the Property and Buildings.

All such tests and inspections will be carried out only on reasonable prior written notice to the Receiver and in the presence of a representative of the Receiver or its delegates (if Receiver so desires). Purchaser covenants and agrees with the Receiver to be fully responsible to repair or pay the cost of repair of any damage occasioned during and resulting from inspection and tests of the Property conducted by or on behalf of Purchaser and to return the Property to the condition same as it was in immediately prior to such inspections and tests. Purchaser covenants and agrees to indemnify and save harmless Receiver from and against all losses, costs, claims, damages, expenses (including legal costs on a substantial indemnity basis) which the Receiver may suffer or incur as a result of the inspection and tests to the Property by the Purchaser. The Receiver will not consent or permit any

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Municipal or Governmental Authority to carry out any inspections whatsoever. The provisions hereof shall survive closing or other termination of this Agreement.

All inspections and tests shall be done at the Purchaser's risk and expense with the Receiver's prior approval and supervision.

The Conditions are inserted for the sole benefit of the Purchaser and may be satisfied or waived, by notice in writing to the Receiver, in the sole, absolute, unfettered and unqualified discretion of the Purchaser at any time during the Due Diligence Period. These Conditions shall not be conclusively deemed to have been satisfied unless the Purchaser delivers to the Receiver, during the Due Diligence Period, a notice in writing that such Conditions have been satisfied or waived. If the conditions set out in this Section 5 are not satisfied or waived as provided in this Section 5, then the First Deposit and all interest thereon shall be returned to the Purchaser forthwith upon the expiry of the Due Diligence Period, subject to the Damage Deduction as set out in Section 33 herein, if applicable, and this Agreement shall terminate and (subject to any provisions of this Agreement which are stated to survive the termination of this Agreement) neither party hereto shall have any claims against the other party hereto or any further obligation to the other arising out of this Agreement.

If Purchaser does not notify Receiver in writing that the conditions contained in this Agreement for the benefit of the Purchaser has been satisfied by it on or prior to the Due Diligence Date, this Agreement will become null and void and neither Party shall have any further obligation to the other hereunder, save as herein specifically provided.

## 6. TERMS OF PURCHASE

- a. **Purchaser's Acknowledgements:** Save as otherwise provided herein, the Purchaser hereby acknowledges and agrees as follows:
  - i. it is relying entirely upon its own investigations and inspections in entering into this Agreement and has satisfied itself with respect to such investigations and inspections;
  - ii. there is no representation, warranty or condition, express or implied, statutory or otherwise of any kind as to the Purchased Assets including, without limitation, that the present use or future intended use by the Purchaser of the Purchased Assets is or will be lawful or permitted and/or relating in any way to the condition or state of repair of the Buildings or to title, outstanding liens or charges, assignability, amount owing, description, fitness for purpose, collectability, merchantability, quantity, condition, defect (patent or latent), value, quality thereof, any requirement for licenses, permits, approvals, consents for ownership, occupation or use or in respect of any other matter or thing whatsoever;
  - iii. it is purchasing the Purchased Assets on an "as is where is" 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 authority, the structural integrity of the Buildings, together with any other improvements on the Lands;

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- iv. the Receiver shall have no liability or obligation with respect to the value, state or condition of the Purchased Assets, whether or not the matter is within the Receiver's knowledge;
- v. any information provided by the Receiver describing the Purchased Assets has been prepared solely for the convenience of prospective purchasers and is not warranted to be complete or accurate or correct and none of such information forms a part of this Agreement;
- vi. other than as set out in Section 4 of this Agreement, no adjustment shall be allowed to the Purchaser for changes to the Purchased Assets from the date this Agreement is executed by each of the parties hereto;
- vii. the Receiver shall not be required to furnish or produce any document, record or evidence of title with respect to the Purchased Assets, except those in its possession, which have already been reviewed and accepted by the Purchaser; and
- viii. the Receiver has made no representations or warranties with respect to or in any way related to the Lands and Buildings including without limitation, the following:
  - A. the environmental state of the Lands, the existence, nature, kind, state or identity of any Hazardous Materials on, under, or about the Lands, 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 any Environmental Laws, or any other statute, regulation, rule or provision of law nor the existence, state, nature, kind, identity, extent and effect of any liability to fulfil any obligation with respect to the environmental state of the Lands including, without limitation, any obligation to deal with any discharge of any Hazardous Materials on, under or about the Lands and any potential future 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 Materials whether on, under or about the Lands or elsewhere;
  - B. the existence, validity, terms and conditions of any licenses, permits, consents or other regulatory approvals relating to or in any way connected with the Lands and Buildings or any matter or thing arising out of or in any way connected therewith;
  - C. the conformity of the Lands and Buildings to past, current or future applicable zoning or building code requirements;
  - D. the existence of soil instability, past soil repairs, soil additions or conditions of soil fill;
  - E. the sufficiency of any drainage;

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- F. whether the Lands are located wholly or partially in a flood plain or a flood hazard boundary or similar area;
- G. the existence or non-existence of underground storage tanks;
- H. any other matter affecting the stability or integrity of the Lands and Buildings;
- I. the availability of public utilities and services for the Lands and Buildings;
- J. the sufficiency or adequacy of any wells and water supply for irrigation or any other purpose; and/or
- K. the existence of zoning or building entitlements affecting the Lands;

The Purchaser further acknowledges that the Receiver is selling the Purchased Assets on an "as is where is" basis as they exist on the Date of Closing and that it has entered into this Agreement on the basis that the Receiver does not guarantee title to the Purchased Assets and that the Purchaser has conducted or will have conducted prior to Closing such inspections of the condition of and title to the Purchased Assets as it deemed appropriate and has satisfied itself with regard to these matters. Without limiting the generality of the foregoing, any and all conditions, warranties or representations expressed or implied pursuant to the *Sale of Goods Act* (Ontario) or similar legislation do not apply to this transaction of purchase and sale and have been waived by the Purchaser.

- b. **Title and Other Requisitions.** The Purchaser acknowledges that it shall, at its own expense, examine title to the Lands and Buildings and satisfy itself as to the state thereof and shall accept title to the Lands and Buildings subject to the Permitted Encumbrances.
- c. **Title and Removal of Chattels.** The Purchaser hereby acknowledges and agrees that the Receiver does not warrant or represent that it has the authority to sell or transfer any of the existing chattels on the Lands or in the Buildings. The Receiver will not deliver a Bill of Sale or any title documentation and will make no adjustment of the Purchase Price with respect to any chattel. Notwithstanding that the Receiver is not selling or transferring any chattels to the Purchaser, the Purchaser acknowledges and agrees that there is no obligation on the Receiver to remove any chattels from the Lands and Buildings.
- d. **Leases, Licenses, Occupancy Agreements and Vacant Possession.** The Purchaser:
  - i. acknowledges that the encompassing area is approximately 5.6 ac site improved with a one and two storey building (approximately 17,127 sf) constructed on or about 1988 (former Iranian Cultural Centre);
  - ii. acknowledges and agrees that on the Date of Closing it may not be entitled to vacant possession from the Receiver of the Lands or the Buildings and will accept the Lands or the Buildings subject to third parties that may, by virtue of the Leases, have the use of, be in occupancy of or in possession of the Lands or the Buildings. However, notwithstanding the foregoing, and notwithstanding anything else in this Agreement,

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the Purchaser expressly reserves the right, both before and after Closing, at the Purchaser's own expense, to challenge the validity of the Leases; and

- iii. acknowledges that, other than as set out in Section 4 of this Agreement, there shall be no adjustments whatsoever on the Closing Date with respect to any fees, rents, payments or consideration whatsoever relative to a third party's use, occupancy or possession of the Lands or the Buildings or relative to a third party having the entitlement to use, occupancy or possession of the Lands or the Buildings.

## 7. DATE OF CLOSING

Subject to the provisions of Sections 12 and 13 hereof, the transaction contemplated hereunder shall be completed (the moment of completion shall be referred to as "Closing") on the day which is fifteen (15) Business Days after the date upon which the Receiver obtains the Approval and Vesting Order (the "Date of Closing" or the "Closing Date"), unless the parties hereto otherwise agree to such other date in writing.

## 8. ELECTRONIC REGISTRATION

With respect to the electronic registration system ("TERS") operative in the relevant land registry office (the "Registry Office"), the following provisions shall apply:

- a. The Purchaser covenants and agrees to cause the Purchaser's Solicitor to enter into a document registration agreement with the Receiver's Solicitor in the form prepared by The Law Society of Upper Canada, which document version was adopted by the joint LSUC-CBAO Committee on Electronic Registration of Title Documents and which can be viewed at <http://www.lsuc.on.ca> (the "DRA"), establishing the procedures and timing for completing the transaction contemplated by this Agreement.
- b. The delivery and exchange of the Closing Documents:
  - i. shall not occur contemporaneously with the registration of the Approval and Vesting Order and other registerable documentation; and
  - ii. shall be governed by the DRA, pursuant to which the Receiver's Solicitor and Purchaser's Solicitor shall hold all Closing Documents in escrow, and will not be entitled to release them except in strict accordance with the provisions of the DRA.
- c. The Purchaser expressly acknowledges and agrees that the Receiver will not release the Approval and Vesting Order described in Section 14(a) of this Agreement for registration until the balance of funds due on Closing, in accordance with the terms of this Agreement, are remitted by personal delivery to the Receiver's Solicitor (or in such other manner as the Receiver or Receiver's Solicitor may direct) prior to the release of the Approval and Vesting Order for registration, which the Receiver's Solicitor will hold in escrow.

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d. Notwithstanding anything contained in this Agreement to the contrary, it is expressly understood and agreed by the parties hereto that an effective tender shall be deemed to have been made by the Receiver upon the Purchaser when the Receiver's Solicitor has:

- i. delivered all Closing Documents required to be delivered by the Receiver to the Purchaser pursuant to Section 14 hereof;
- ii. advised the Purchaser's Solicitor in writing that the Receiver is ready, willing and able to complete the transaction contemplated by this Agreement in accordance with the terms and provisions of this Agreement; and
- iii. completed all steps required by TERS to complete the transaction contemplated by this Agreement that can be performed or undertaken by the Receiver's Solicitor without the cooperation or participation of the Purchaser's Solicitor,

without the necessity of personally attending upon the Purchaser or the Purchaser's Solicitor with the Closing Documents, and without any requirement to have an independent witness evidencing the foregoing.

e. Notwithstanding anything contained in this Agreement to the contrary, it is expressly understood and agreed by the parties hereto that an effective tender shall be deemed to have been made by the Purchaser upon the Receiver when the Purchaser's Solicitor has:

- i. delivered the balance due at Closing and all the Closing Documents required to be delivered by the Purchaser to the Receiver pursuant to Section 15 hereof;
- ii. advised the Receiver's Solicitor in writing that the Purchaser is ready, willing and able to complete the transaction contemplated by this Agreement in accordance with the terms and provisions of this Agreement; and
- iii. completed all steps required by TERS to complete this transaction contemplated by this Agreement that can be performed or undertaken by the Purchaser's Solicitor without the cooperation or participation of the Receiver's Solicitor,

without the necessity of personally attending upon the Receiver or the Receiver's Solicitor with the Closing Documents, and without any requirement to have an independent witness evidencing the foregoing.

f. If through no fault of the Purchaser's Solicitor or the Receiver's Solicitor TERS is unavailable on the Date of Closing, then the transaction contemplated by this Agreement shall be completed in escrow in accordance with the terms of the DRA which shall apply until such time as TERS becomes available. Upon TERS becoming available, the Receiver's Solicitor shall advise the Purchaser's Solicitor forthwith and the parties shall arrange to complete the registration of the Approval and Vesting Order as expeditiously as possible, whereupon the escrow shall be released.

g. In the event of any conflict or inconsistency between the terms of this Section 7 and the terms of the DRA, the terms of this Section 8 shall prevail.

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## 9. PRE-CLOSING RISK

The Purchaser acknowledges that the Purchase Price indicated herein, as consideration for the Purchased Assets, represents the land value exclusive of Buildings. The Purchaser further acknowledges that the Buildings are not insured by the Receiver and that in the event that the Buildings are destroyed either in whole or in part prior to the Closing Date that the Purchaser shall be required to close the transaction in accordance with the terms set out herein.

## 10. RECEIVER'S REPRESENTATIONS AND WARRANTIES

The Receiver represents and warrants to the Purchaser that, as at the date hereof:

- a. **Non-Residency.** The Receiver is not now and does not intend to become, prior to Closing, a non-resident of Canada within the meaning and purpose of Section 116 of the *Income Tax Act* (Canada); the Receiver is not now and does not intend to become, prior to Closing, an agent or a trustee of such non-resident;
- b. **Authority to Sell.** The Receiver has been duly appointed as receiver of the Purchased Assets by the Court Order and has full right, power and authority to market any or all of the Purchased Assets for sale and, subject to obtaining the Approval and Vesting Order prior to Closing; and on Closing the Receiver shall have the power and authority to sell, convey, transfer, lease or assign the Purchased Assets as a result of the Court Order, in accordance with and subject to the terms and conditions of this Agreement and the Approval and Vesting Order.

## 11. PURCHASER'S REPRESENTATIONS AND WARRANTIES

The Purchaser represents and warrants to the Receiver that, as at the Date of Closing:

- a. the Purchaser shall be a corporation duly incorporated, organized and validly subsisting under the laws of Ontario with all requisite corporate power, authority and capacity to execute and deliver and to perform each of its obligations pursuant to this Agreement; neither the execution of this Agreement nor the performance (such performance shall include, without limitation, the exercise of any of the Purchaser's rights and compliance with each of the Purchaser's obligations hereunder) by the Purchaser of the transaction contemplated hereunder will violate:
  - i. the Purchaser's articles of incorporation and by-laws;
  - ii. any agreement to which the Purchaser is bound or is a party;
  - iii. any judgment or order of a court of competent authority or any Government Authority; or
  - iv. any applicable law;

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- b. the Purchaser shall have taken all requisite corporate action required to be taken by it to authorize the execution and delivery of this Agreement and the performance of each of its obligations hereunder; and
- c. the Purchaser shall not be a "non-Canadian", as defined in the *Investment Canada Act* (Canada) ("ICA").

The Purchaser shall promptly deliver to the Receiver written notice specifying the occurrence or likely occurrence of any event which may result in any of the Purchaser's representations and warranties contained in this Agreement not being true as at Closing.

## 12. CONDITIONS OF CLOSING IN FAVOUR OF THE RECEIVER

The Receiver's obligations contained in this Agreement shall be subject to the fulfilment at or prior to Closing, of each of the following conditions:

- a. **Approval and Vesting Order.** The Receiver shall have obtained the Approval and Vesting Order. The Receiver shall not have received notice of appeal in respect to of the Approval and Vesting Order and the Approval and Vesting Order shall not have been stayed, varied or vacated and shall be in full force and effect and no Order restraining or prohibiting Closing shall have been made by the Court; and
- b. **Restraint or prohibition.** No action or proceeding shall be pending or threatened by any Person to restrain or prohibit the Closing nor any order restraining or prohibiting Closing shall have been made by the Court or any other court of competent jurisdiction.

For greater certainty, each of the conditions contained in this Section 12 as been inserted for the benefit of the Receiver.

The Receiver covenants to use reasonable commercial efforts to fulfil or cause to be fulfilled the condition contained in Subsection 12(a).

In the event that any of the foregoing conditions shall not be fulfilled, in whole or in part, at or prior to Closing, the Receiver may, in its absolute and unfettered discretion, terminate this Agreement by written notice to the Purchaser without penalty, liability, cost or compensation whatsoever to the Receiver, the Deposit shall be returned forthwith to the Purchaser without interest or deduction and each of the Receiver and the Purchaser shall be released from any further obligations and liabilities in respect of this Agreement.

## 13. CONDITIONS OF CLOSING IN FAVOUR OF THE PURCHASER

The Purchaser's obligations contained in this Agreement shall be subject to the fulfilment of each of the following conditions:

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- a. each of the Receiver's representations and warranties contained in this Agreement shall be true at and as of the Date of Closing;
- b. the Receiver shall have complied with each and every covenant/agreement made by it herein and required to be completed at or prior to Closing;
- c. the Receiver shall have obtained the Approval and Vesting Order, the Receiver shall not have received notice of appeal in respect to of the Approval and Vesting Order and the Approval and Vesting Order shall not have been stayed, varied or vacated and shall be in full force and effect and no order restraining or prohibiting Closing shall have been made by the Court; and
- d. no action or proceeding shall be pending or threatened by any Person to restrain or prohibit the Closing nor any order restraining or prohibiting Closing shall have been made by the Court or any other court of competent jurisdiction.

For greater certainty, each of the conditions contained in this Section 13 has been inserted for the benefit of the Purchaser.

In the event that any of the foregoing conditions shall not be fulfilled at or prior to Closing, the Purchaser may, in its absolute and unfettered discretion, terminate this Agreement by written notice to the Receiver without any penalty, liability, cost or compensation whatsoever to the Purchaser, the Deposit shall be returned forthwith to the Purchaser without interest or deduction and each of the Receiver and the Purchaser shall be released from any further obligations and liabilities in respect of this Agreement.

#### **14. RECEIVER'S CLOSING DELIVERIES**

The Receiver covenants and agrees to execute, where applicable, and deliver the following to the Purchaser at Closing or on such other date expressly provided herein:

- a. a copy of the issued and entered Approval and Vesting Order authorizing and approving this Agreement and vesting in the Purchaser all right, title and interest of the Debtor and Mobin and the Receiver in and to the Purchased Assets, free and clear of all claims and encumbrances save and except for the Permitted Encumbrances, in accordance with the provisions of this Agreement (collectively, the "**Approval and Vesting Order**") and in a form substantively similar to what is attached as **Schedule "B"** hereto;
- b. a statement of adjustments (the "**Statement of Adjustments**") prepared in accordance with Section 4 hereof, to be delivered not less than two (2) Business Days prior to Closing, which shall have annexed to it complete details of the calculations used by the Receiver to arrive at all of the debits and credits thereon;
- c. the Receiver's undertaking to re-adjust any item on or omitted from the statement of adjustments, in accordance with Section 4 hereof;
- d. a direction from the Receiver designating the party or parties to which the balance of the Purchase Price described in Section 3 hereof shall be paid; in the event that the Receiver

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designates more than one party then it shall also designate amounts payable to each of the parties;

- e. keys for the Lands and Buildings which are in the possession or control of the Receiver;
- f. a certificate of the Receiver certifying each of the Receiver's representations and warranties contained in this Agreement is true as at Closing;
- g. a certificate of the Receiver setting out that the Receiver is not a "non-resident" of Canada within the meaning and purpose of Section 116 of the *Income Tax Act* (Canada) and is not the agent nor trustee of a "non-resident"; and
- h. such further documentation relating to the completion of the transaction contemplated hereunder as shall be otherwise referred to herein, or required by law and/or any Government Authority; provided that such further documentation is in a form satisfactory to the Receiver, taking into consideration the fact that the Receiver is selling the Purchased Assets as Court-appointed receiver.

#### 15. PURCHASER'S CLOSING DELIVERIES

The Purchaser covenants and agrees to execute, where applicable, and deliver the following to the Receiver at or prior to Closing:

- a. a direction from the Purchaser designating the transferee(s) in the Approval and Vesting Order (required only in the event that the Approval and Vesting Order is to be inscribed in favour of a person/entity other than the Purchaser);
- b. the Purchaser's undertaking to re-adjust any item on or omitted from the statement of adjustments, subject to the limitation contained in Section 4 hereof;
- c. the Purchaser's certificate setting out that each of the Purchaser's representations and warranties contained in this Agreement is true as at Closing;
- d. a certified copy of a resolution of the board of directors of the Purchaser authorizing the execution of this Agreement and the performance of each of the Purchaser's obligations hereunder;
- e. evidence of payment by the Purchaser of any commission or other remuneration payable to the Purchaser's agent, if any, in connection with the purchase of the Purchased Assets, or a certificate from the Purchaser certifying that it has not retained any such agent and that no such commission or other remuneration is payable;
- f. an environmental indemnity indemnifying and holding the Receiver harmless from any and all damages, claims, actions, losses, costs, liabilities or expenses (collectively "Damages") suffered or incurred by the Receiver, directly or indirectly, as a result of or in connection with any of the following, whether arising as a result of the actions of Receiver and/or its predecessors, or of any party claiming through the Receiver, or otherwise, and without

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restricting the generality of the foregoing, which include Damages incurred in addressing an administrative order by a Government Authority or in addressing a notice, investigation or other process which could reasonably be anticipated to result in such an order:

- i. the breach by the Purchaser or those for whom it is responsible at law of any Environmental Law applicable to the Lands; or,
  - ii. the release or threatened release of any Hazardous Materials owned, managed, generated, disposed of, controlled or transported by or on behalf of the Purchaser;
- i. the balance of the Purchase Price described in Section 3 hereof; and
  - j. any other documentation relative to the completion of this Agreement as may reasonably be required by the Receiver or the Receiver's Solicitors.

#### 16. PLANNING ACT (ONTARIO)

This Agreement shall be effective to create an interest in the Lands for the Purchaser only if the provisions of the *Planning Act* (Ontario) are complied with prior to Closing.

#### 17. HARMONIZED GOODS AND SERVICES TAX

- a. The transaction contemplated hereunder may be subject to harmonized sales tax ("HST") levied pursuant to the Act, in which case HST shall be in addition to and not included in the Purchase Price and shall be collected and remitted in accordance with the Act.
- b. In the event that part or all of the transaction contemplated by this Agreement is subject to HST, the Purchaser may deliver, prior to Closing, its certificate in form prescribed by the Act or, if no such form is prescribed, then in reasonable form, certifying that the Purchaser shall be liable for, shall self-assess and shall remit to the appropriate Government Authority all HST payable in respect of the transaction contemplated hereunder. If the Purchaser is a "prescribed recipient" under the Act and/or is registered under the Act, then the Purchaser's certificate shall also include certification of the Purchaser's prescription and/or registration, as the case may be, and the Purchaser's HST registration number. If the Purchaser shall fail to deliver its certificate hereunder, then the Purchaser shall tender to the Receiver, at Closing, in addition to the balance due at Closing described in Section 3 hereof, an amount equal to the HST that the Receiver shall be obligated to collect and remit, if any, in connection with the transaction contemplated by this Agreement.
- c. The Purchaser shall indemnify and save harmless the Receiver from all claims, liabilities, penalties, interest, costs and legal and other expenses incurred, directly or indirectly, in connection with the assessment of HST payable in respect of the transaction contemplated hereunder.

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**18. NOTICE**

Any notice given hereunder shall be in writing and delivered or communicated by email to:

in the case of the Purchaser to:

**Shenkman Properties Company Limited**  
4899 Uplands Drive  
Ottawa, Ontario K1R 0B3

c/o Kevin McCrann

**Email:** [KMcCrann@shenkmancorp.com](mailto:KMcCrann@shenkmancorp.com)

with a copy to the Purchaser's Solicitor:

**Charron, Pilon, Sauvé LLP**  
1-2784 Laurier Street  
P.O. Box 1030  
Rockland, Ontario K4K 1L5  
Fax: 613-446-4513

**Attention:** Sophie Sauvé  
**Email:** [ssauve@cpsllp.ca](mailto:ssauve@cpsllp.ca)

and in the case of the Receiver to:

**Albert Gelman Inc.**  
100 Simcoe Street, Suite 125  
Toronto, Ontario M5H 302  
Fax: 416 504 1655

**Attention:** Bryan Gelman  
**Email:** [bgelman@albertgelman.com](mailto:bgelman@albertgelman.com)

with a copy to the Receiver's Solicitor at:

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Lipman, Zener, Waxman LLP  
1220 Eglinton Avenue West  
Toronto, Ontario M6C 2E3  
Fax: 416 789 9015

Attention: Jeysa Martinez  
Email: [jmartinez@lzwlaw.com](mailto:jmartinez@lzwlaw.com)

Such notice shall be deemed to have been delivered upon delivery or communicated upon transmission unless such notice is delivered or transmitted outside of usual business hours, in which event the notice shall be deemed to have been delivered or transmitted on the next Business Day. A party may change its address by providing notice in accordance with this Section 18.

#### 19. WAIVER OF CONDITIONS

Except as otherwise provided in this Agreement, all conditions contained herein have been inserted for the mutual benefit of both the Receiver and the Purchaser, and are conditions of the obligations of such parties to complete the transaction contemplated hereunder at Closing and are not conditions precedent of this Agreement. Any one or more of the said conditions may be waived, in writing, in whole or in part, by the benefiting party without prejudice to the benefiting party's right of termination in the event of the non-fulfilment of any other condition, and, if so waived, this Agreement shall be read exclusive of the said condition or conditions so waived. For greater certainty, the Closing of the transaction contemplated hereunder by a party hereof shall be deemed to be a waiver by such party of compliance with any condition inserted for its benefit and not satisfied at Closing.

#### 20. SEVERABILITY

If any provision contained in this Agreement or the application thereof to any person/entity or circumstance is, to any extent, invalid or unenforceable, the remainder of this Agreement and the application of such provision to persons/entities or circumstances other than those to whom/which it is held invalid or unenforceable, shall not be affected thereby and each provision contained in this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.

#### 21. DIVISION/HEADINGS

The division of this Agreement into Sections, Subsections, Paragraphs and Subparagraphs and the insertion of headings or captions are for convenience of reference only and shall not affect the construction or interpretation of this Agreement or any part hereof.

#### 22. ENTIRE AGREEMENT

This Agreement and the schedules attached hereto, constitute the entire agreement between the Receiver and the Purchaser in respect of the Purchased Assets. Each of the parties acknowledges that,

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except as contained in this Agreement, there is no representation, warranty, collateral agreement or condition (whether a direct or collateral condition or an express or implied condition) which induced it to enter into this Agreement.

### **23. CUMULATIVE REMEDIES**

No remedy conferred upon or reserved to one or both of the parties hereto is intended to be exclusive of any other remedy, but each remedy shall be cumulative and in addition to every other remedy conferred upon or reserved hereunder, whether such remedy shall be existing or hereafter existing, and whether such remedy shall become available under common law, equity or statute.

### **24. INTERPRETATION**

This Agreement shall be read with all changes of gender and number as required by the context.

### **25. REFERENCES TO STATUTES**

Except as otherwise provided in this Agreement, references to any statute herein shall be deemed to be a reference to such statute and any and all regulations from time to time promulgated thereunder and to such statute and regulations as amended or re-enacted from time to time. Any reference herein to a specific section or sections, paragraph or paragraphs and/or clause or clauses of any statute or regulations promulgated thereunder shall be deemed to include a reference to any corresponding provision of future law.

### **26. TIME OF ESSENCE**

Time shall in all respects be of the essence hereof provided that the time for the doing or completing of any matter referred to herein may be extended or abridged by an agreement, in writing, executed by the Receiver and the Purchaser or their respective solicitors who are hereby expressly appointed for that purpose.

### **27. CANADIAN FUNDS**

All references to dollar amounts contained in this Agreement shall be deemed to refer to Canadian funds.

### **28. FURTHER ASSURANCES**

Except as otherwise expressed herein to the contrary, each party shall, without receiving additional consideration therefor, co-operate with and take such additional actions as may be requested by the other party, acting reasonably, in order to carry out the purpose and intent of this Agreement.

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### 29. NON-BUSINESS DAYS

In the event that any date specified or any date contemplated in this Agreement shall fall upon a day other than a Business Day, then such date shall be deemed to be the next following Business Day.

### 30. DOCUMENTATION REGISTRATION AND COUNSEL

The Purchaser shall be responsible for and pay all registration costs incurred in connection with the transaction contemplated in this Agreement. Except as otherwise expressly provided in this Agreement, each of the Receiver and the Purchaser shall be responsible for and pay all legal and other professional/consultant fees and disbursements incurred by it, directly or indirectly, in connection with this Agreement.

### 31. LAND TRANSFER TAXES

The Purchaser shall pay on or prior to Closing all land transfer taxes (as required pursuant to the *Land Transfer Tax Act* (Ontario)) payable in connection with the transfer of the Purchased Assets pursuant to this Agreement.

### 32. ASSIGNMENT

The Purchaser shall have the right to assign part or all of its interest under this Agreement provided that it has provided written Notice to the Receiver and provided further that the named Purchaser remains jointly liable under the terms of this Agreement until Closing and the named Purchaser shall not be released from any of its obligations, covenants or liability under this Agreement upon such assignment and it shall be required to execute all closing documents, together with its assignee. In addition, the Purchaser shall have the right to direct the Receiver on the completion date to transfer title to the Property to a third party (provided that such third party is acting as bare trustee and nominee on behalf of the Purchaser), by delivery of notice of such direction prior to completion.

### 33. ACCESS TO LANDS

Subject to the requirements set out in Section 5 herein, the Receiver will allow the Purchaser and the Purchaser's authorized representatives access to the Buildings and Lands from time to time during normal business hours during the Due Diligence Period to carry out such reasonable tests and inspections as the Purchaser or its authorized representatives may deem necessary, provided that such inspections will be conducted in such manner so as to comply with the Receiver's requirements and further provided that the Building and the Lands will be restored and repaired forthwith to its former condition at the Purchaser's sole expense and the Purchaser will indemnify and hold harmless the Receiver for any costs, losses, damages, physical injury or other liability which the Receiver may suffer or incur as a result of such tests or inspections. If this Agreement is terminated and the Purchaser is entitled to the return of the Deposit, if the Purchaser does not restore and repair the Property as aforesaid, the Receiver shall be entitled to deduct the reasonably anticipated cost of such restoration and repair, as determined by the Receiver's independent architect, engineer or contractor, acting reasonably, from the First Deposit (the "**Damage Deduction**") and in such case, the Purchaser will direct the Purchaser's Solicitors to pay the Damage Deduction amount to the Receiver, without limiting its recourse to such other remedies as it may have in that regard. The foregoing amount shall

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be subject to readjustment based on the actual cost, once such work has been completed and invoiced. The foregoing provision shall survive the termination of this Agreement.

Prior to entry onto the Property, the Purchaser shall have in effect a policy of general liability insurance with coverages in accordance with normal commercial practices in Ottawa, Ontario. At the Receiver's request, the Purchaser shall provide evidence of such insurance prior to any entry onto the Property.

Notwithstanding anything to the contrary contained herein, the Purchaser shall not be permitted to carry out any intrusive testing or investigations without the prior written consent of the Receiver, which consent shall not be unreasonably withheld or delayed and which testing and investigations shall, at the option of the Receiver, be carried out in the presence of a representative of the Receiver. The Purchaser shall be entitled to request information from municipal, building department, zoning department, environmental department, fire department and such other authorities as the Purchaser or the Purchaser's Solicitors may consider necessary or advisable at any time and from time to time prior to Closing in order to ensure compliance with all Applicable Laws, provided it does not directly or indirectly request that any of such parties conduct an inspection of the Property. The Receiver shall provide any consents or authorizations (written or otherwise) that are prepared by the Purchaser's Solicitors as are required to enable the Purchaser or the Purchaser's Solicitors to request such information (provided that such authorizations on their face indicate that inspections are neither requested nor authorized and further provided that such form and content of authorization is approved by the Receiver's Solicitor), as soon as reasonably practicable after request thereof.

#### **34. COMMISSION**

The Receiver hereby agrees that it will be responsible for all real estate commissions payable to C&W Ottawa Inc. in this transaction. Save as otherwise specifically provided, each of the Parties hereto shall be responsible for and shall pay all taxes, costs, expenses and legal or other fees incurred by it in connection with the negotiations, settlement and execution of this Agreement and all matters related thereto and shall indemnify and hold harmless the other Parties from and against any and all Claims in respect of any such expenses, costs or fees. The Receiver hereby indemnifies and saves harmless the Purchaser from any and all claims made against the Purchaser in respect of any commissions or fees that may be claimed by real-estate broker or agent used or retained by the Receiver. The Purchaser hereby indemnifies and saves harmless the Receiver from any and all Claims made against the Receiver in respect of any commissions or fees that may be claimed by real-estate broker or agent used or retained by the Purchaser. This Section 33 shall survive the Closing.

#### **35. NON-REGISTRATION OF AGREEMENT**

The Purchaser acknowledges that this Agreement is personal to the Purchaser and that this Agreement or any monies paid hereunder do not create an interest in the Lands and the Purchaser further acknowledges that upon any breach of this Agreement by the Receiver, the Purchaser has an adequate remedy in damages. The Purchaser agrees that it will not register this Agreement on title and will not cause this Agreement to be registered on title on the Purchaser's behalf and that no reference to or notice of the Agreement or any caution, certificate of pending litigation or other similar court process in respect thereof shall be registered on title to the Lands by the Purchaser or anyone acting on its behalf, and the Purchaser shall be deemed to be in default under this Agreement if it makes any

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registration or causes or permits any registration to be made on its behalf on title to the Lands prior to the Date of Closing.

### **36. RECEIVER'S CAPACITY**

It is acknowledged by the Purchaser that Albert Gelman Inc. is entering into this Agreement solely in its capacity as equitable receiver and receiver in aid of execution, appointed pursuant to the Order of the Honourable Mr. Justice Hainey of the Ontario Superior Court of Justice, Commercial List, dated May 22, 2018, without security, over the Purchased Assets, with legal title being held in the name of the Mobin Foundation, and the Receiver acts as Court-appointed receiver and not in its personal or corporate capacity, and without personal or corporate liability and Albert Gelman Inc. shall have no personal or corporate liability under or as a result of this Agreement. The term "Receiver" as used in this Agreement shall have no inference or reference to the present registered owner of the Purchased Assets.

### **37. CONFIDENTIALITY**

The Purchaser agrees that all information and documents supplied by the Receiver 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 Receiver'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 Project Documents) shall forthwith be returned intact to the Receiver and no copies or details thereof shall be retained by the Purchaser or anyone acting on its behalf. The Purchaser further agrees that unless and until the terms of this Agreement become public knowledge in connection with an application to the Court for approval of the Agreement and/or the Vesting Order, the Purchaser shall keep such terms 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.


### **38. SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns.

### **39. TIME FOR ACCEPTANCE**

The offer to purchase comprising this Agreement shall be irrevocable by the Purchaser and open for acceptance by the Receiver until 5:00 p.m. (Toronto time) on the 11<sup>th</sup> day of January, 2018 (the "Irrevocable Date"), after which time, if this Agreement is not accepted by the Receiver, then the said offer to purchase in this Agreement shall be null and void and of no further force and effect, and the Deposit shall be returned to the Purchaser, forthwith and without deduction.

**DATED** as of the date first mentioned above.



**PURCHASER: SHENKMAN PROPERTIES COMPANY LIMITED**

Per: \_\_\_\_\_

Name: Kevin McCrann

Title: Chief Executive Officer

*I have authority to bind the Corporation*

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The Receiver hereby accepts the foregoing offer to purchase and its terms and agrees with the Purchaser to duly complete the transaction contemplated thereunder.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2018

**ALBERT GELMAN INC.**

Per: \_\_\_\_\_

Name: Bryan Gelman, *in its capacity as equitable receiver and receiver in aid of execution, and not in its personal or corporate capacity, and without personal or corporate liability*

Title:

*I have authority to bind the Corporation*

Schedule "A"

Appointment Order

To be agreed upon by the Purchaser's Solicitor and Receiver's Solicitor

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Schedule "B"

Approval and Vesting Order

To be agreed upon by the Purchaser's Solicitor and Receiver's Solicitor

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Schedule "C"

Instruments to be Deleted from title to the Lands

Encumbrances to be Deleted from tile to the Property by the Vesting Order

PIN 04204- 0267

Instrument	Date	Instrument Type	Party From	Party To
OC1424698	October 31, 2012	Restrictions Order	Ontario Superior Court of Justice	Bennett, Michael Bennett, Linda Bennett, Lisa
OC1425794	November 2, 2012	Restriction Order	Ontario Superior Court of Justice	Bennett, Michael Bennett, Linda Bennett, Lisa

PIN 04204-0270

Instrument	Date	Instrument Type	Party From	Party To
OC1424698	October 31, 2012	Restrictions Order	Ontario Superior Court of Justice	Bennett, Michael Bennett, Linda Bennett, Lisa
OC1425794	November 2, 2012	Restriction Order	Ontario Superior Court of Justice	Bennett, Michael Bennett, Linda Bennett, Lisa

PIN04204-0243

Instrument	Date	Instrument Type	Party From	Party To
OC1424698	October 31, 2012	Restrictions Order	Ontario Superior Court of Justice	Bennett, Michael Bennett, Linda Bennett, Lisa
OC1425794	November 2, 2012	Restriction Order	Ontario Superior Court of Justice	Bennett, Michael Bennett, Linda Bennett, Lisa

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PIN 042040245

Instrument	Date	Instrument Type	Party From	Party To
OC1424698	October 31, 2012	Restrictions Order	Ontario Superior Court of Justice	Bennett, Michael Bennett, Linda Bennett, Lisa
OC1425794	November 2, 2012	Restriction Order	Ontario Superior Court of Justice	Bennett, Michael Bennett, Linda Bennett, Lisa

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## Schedule "D"

### Permitted Encumbrances

#### Assumed Encumbrances – unaffected by the Vesting Order

- Permitted Encumbrances (General)

The exceptions and qualifications set out in Section 44(1) (other than clause 11 thereof) of the *Land Titles Act* (Ontario), including the rights of any person who would, but for the *Land Titles Act*, be entitled to the land or any part of it through length of adverse possession, prescription, misdescription or boundaries settled by convention and any lease to which subsection 70(2) of the *Registry Act* applies.

Any inchoate lien for municipal realty taxes, public utility charges or other governmental charges or levies accrued but not yet due and payable or, if due and payable, are adjusted for on Closing.

Any and all interest (including liens, charges, adverse claims, security interests or other encumbrances) of any nature whatsoever now or hereafter claimed or held by Her Majesty the Queen in Right of Canada, Her Majesty the Queen in Right of any province of Canada, or by any other governmental department, agency or authority under or pursuant to any applicable legislation, statute or regulation and which do not, individually or in the aggregate materially impair the servicing, development, construction, operation, occupation, use, management, marketability or value of the Property.

Any municipal by-laws or regulations affecting the Property or its use, and any other municipal land use instrument including, without limitation, official plans and zoning and building by-laws, as well as decisions of the Committee of Adjustment or any other competent authority permitting variances therefrom and all applicable building codes provided same have in each case been complied with in all material respects to the Closing Date and which do not materially impair the use or operation of any part of the Property for the purposes for which it is being used as of the Execution Date.

Title defects or irregularities including any easements or rights of way in favour of any federal, provincial, municipal or other governmental bodies or regulatory authorities, any private or public utility, any railway company or any adjoining owner that do not, in the aggregate, materially impair the servicing, development, construction, operating, occupation, use, management, marketability or value of the Property.

Any subsisting reservations, limitations, provisos, conditions or executions, including royalties, contained in the original grant of the Property from the Crown.

Any interest of any nature whatsoever that are recorded under the *Railway Act* (Canada) or the *Railways Act* (Ontario).

Any and all licences, easements, rights-of-way, rights in the nature of easements and agreements with respect thereto including, without limitation, agreements, easements, licences, rights-of-way and interest in the nature of easements for sidewalks, public ways, sewers, drains, utilities, gas steam and water mains or electric light and power, or telephone and telegraphic conduits, poles, wires and cables provided each have been complied with in all material respects and do not, individually or in the



aggregate materially impair the servicing, development, construction, operation, occupation, use, management, marketability or value of the Property.

All applicable laws, including municipal, provincial or federal statutes, by laws, regulations or ordinances including any charge, trust, priority or preference given to or in favour of the Crown, Crown agents or municipalities pursuant thereto.

Those specific instruments more particularly set out below.

**PERMITTED ENCUMBRANCES (SPECIFIC)**

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**Schedule "E"**

**Legal Description**

**PIN 042040267**

Part of Lot F, Concession D, Rideau Front, Geographic Township of Nepean, now in the City of Ottawa. Being Parts 3 & 4 on 5R-14667 Part of which being Part of Hurdman Road opened by Bylaw NS79171 & Closed by Bylaw N633492 and Part 41 on 4R-299 lying east of Part 1 on 5R -10234 & Part 1 on 4R-11899, Ottawa.

**PIN 042040270**

Part of Lot F, Concession D, Rideau Front, Geographic Township of Nepean, now in the City of Ottawa. Being Parts 11 & 12 on Plan 4R-598, Save & Except Part 1 on 4R-5541 & Part 1 on Plan 4R-1022. Subject to certain restrictions contained within the original patent from the Crown namely free access to the above for all vessels, boats & persons.

**PIN 042040243**

Parcel F-29, Section NP-DRF; Part of Lot F, Concession DRF, Rideau Front, Geographic Township of Nepean, now in the City of Ottawa, (Opened by Bylaw 20-80, Registered as No. 227761 and Closed By Bylaw 217-92 Registered as No 793055. Being Part 1, 4R-1130; Ottawa, Nepean.

**PIN 042040245**

Parcel F-2, Section NP-DRF; Being Part of Lot F, Concession D, Rideau Front, Geographic Township of Nepean, now in the City of Ottawa. Being Part 6 on 4R-7768, subject to certain restrictions contained within the original patent from the Crown namely free access to the above for all vessels, boats and persons.

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Schedule "F"

Purchaser's Environmental Indemnity Agreement

To be agreed upon by the Purchaser's Solicitor and Receiver's Solicitor

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Schedule "G"

W A I V E R

WAIVER OF LIABILITY AND ACKNOWLEDGEMENT OF RISK

("Waiver of Liability")

**THIS SHALL CONFIRM** that SHENKMAN PROPERTIES COMPANY LIMITED (hereinafter referred to as the "Undersigned") has been advised by Albert Gelman Inc., in its capacity as equitable receiver and receiver in aid of execution (the "Receiver"), appointed pursuant to the Order of the Honourable Mr. Justice Hainey of the Ontario Superior Court of Justice, Commercial List, dated May 22, 2018, and/or its broker, Cushman Wakefield Ottawa Inc. (hereinafter referred to as "C&W"), that the structural framing, roof and ceiling of the buildings situated on or about the property at 2 Robinson Avenue, Ottawa, Ontario (the "Property"), are unsafe and that walking in any proximity to, or walking through any of the building(s) or lands is not recommended and entering the Property is done entirely at the risk of the Undersigned.

**THE UNDERSIGNED** acknowledges and confirms as follows:

- (a) that should he/she/it elect to walk through the Property they do so at their own risk and peril;
- (b) that he/she/it assumes full responsibility for any and all risk of bodily injury, including, without limitation, serious bodily injury, dismemberment, or death that may result from accessing the Property including risks caused by any negligent omission, negligent act or negligent conduct of the Receiver, C&W or anyone else for whom the Receiver or C&W is legally responsible for at law;
- (c) that this Waiver of Liability is intended to be interpreted as broad and inclusive as permitted by the laws of the Province of Ontario, and that if any portion of this Waiver of Liability that is held/rendered to be invalid by a court of law, it is agreed that the balance of the terms shall continue to be in full legal force and effect;
- (d) that he/she/it has read and voluntarily signs this Waiver of Liability and further agrees that no oral representations, statements, or inducements (apart from the opportunity to assess the Property) have been made; and
- (e) that he/she/it has had the opportunity to seek independent legal advice with respect to the terms set out in this Waiver of Liability and further agrees that the terms contained herein are fully understood.

In addition, the Undersigned and his/her/its successors and assigns, hereby agree to release and save and hold harmless the Receiver, C&W and any of the Receiver's or C&W's agents and employees from any and all costs, injury and damage that the Undersigned or any of its agents, employees or representatives may incur including, without limitation, any injury or damage to any person or property whatsoever, any of which caused by an activity, condition or event arising out of the Undersigned's election to walk through the Property. This Waiver of Liability clause shall be binding upon the Undersigned, the Undersigned's heirs, successors, personal representatives and assigns.

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The Undersigned hereby further agrees to indemnify and save the Receiver, C&W and any of the Receiver's or C&W's agents and employees harmless against any and all liability for any claims, losses, damages, injury, death or expense that either the Receiver or C&W may suffer, whether directly or indirectly, and in any way related to the Undersigned or any of its agents, employees or representatives being granted access, accessing or walking through the Property.

The Undersigned confirms that this Waiver of Liability agreement shall be governed by and construed under the laws of the Province of Ontario and jurisdiction shall be vested exclusive in the Ontario Superior Court of Justice.

The Undersigned acknowledges and confirms that he/she/it is voluntarily executing this Waiver of Liability.

DATED at \_\_\_\_\_ this      day of      , 2018.

\_\_\_\_\_  
Print Name:

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# Appendix “E”

## AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT dated as of the 10<sup>th</sup> day of January, 2019

BETWEEN:

ALBERT GELMAN INC., in its capacity as equitable receiver and receiver in aid of execution (the "Receiver"), appointed pursuant to the Order of the Honourable Mr. Justice Hailey of the Ontario Superior Court of Justice, Commercial List, dated May 22, 2018 (the "Appointment Order"), without security, over the property beneficially owned by the Islamic Republic of Iran (the "Debtor") municipally known as 2 Robinson Avenue, Ottawa, Ontario (the "Property"), with legal title being held in the name of the Mobin Foundation ("Mobin"), and the Receiver acts as Court-appointed receiver and not in its personal or corporate capacity, and without personal or corporate liability.

- and -

MUCI ACQ INC., a corporation incorporated and existing under the laws of the province of Ontario (the "Purchaser")

WITNESSES THAT in consideration of the mutual agreements contained in this Agreement, the receipt and sufficiency of which is acknowledged by each of the Receiver and the Purchaser, the Receiver and the Purchaser hereby agree as follows:

### 1. DEFINITIONS AND SCHEDULES

In this Agreement, unless the context clearly indicates otherwise, the following terms shall have the following meanings:

- a. "Acceptance Date" means the date on which this Agreement is fully executed by both the Receiver and the Purchaser and delivered to each other;
- b. "Act" means, for purposes of Section 17 hereof only, the *Excise Tax Act* (Canada);
- c. "Adjustments" shall have the meaning ascribed thereto in Section 4 hereof;
- d. "Agreement" means this agreement of purchase and sale executed by the Purchaser and accepted by the Receiver, together with the attached schedules;
- e. "Approval and Vesting Order" shall have the meaning ascribed thereto in Subsection 14(a) hereof;

- f. **"Buildings"** means the buildings, improvements, installations and fixtures of every nature and kind situate in, on and/or over the Lands;
- g. **"Business Day"** means any day other than a Saturday or a Sunday or a statutory holiday in the Province of Ontario;
- h. **"Closing"** shall have the meaning ascribed to it in Section 7 hereof;
- i. **"Closing Documents"** means the documents required to complete the transaction contemplated by this Agreement;
- j. **"Court"** means the Ontario Superior Court of Justice (Commercial List);
- k. **"Court Order"** means the order of the Honourable Justice Hainey dated the 22nd day of May, 2018 respecting Court File Numbers CV-13-10204-00CL and CV-14-10403-00CL, whereby, amongst other things, the Receiver, was appointed receiver of the Purchased Assets and was given authority to sell, convey, transfer, lease or assign the Purchased Assets or any part or parts thereof in accordance with the terms of the Court Order, a copy of which Court Order is attached as Schedule "A";
- l. **"Damages"** shall have the meaning ascribed to it in Subsection 15(f) hereof;
- m. **"Date of Closing"** or **"Closing Date"** shall have the meaning ascribed to it in Section 7 hereof;
- n. **"Debtor"** means Islamic Republic of Iran;
- o. **"Deposit"** shall have the meaning ascribed to it in Subsection 3(a) hereof;
- p. **"Due Diligence Date"** has the meaning ascribed to it in Section 5 hereof;
- q. **"DRA"** shall have the meaning ascribed to it in Subsection 8(a) hereof;
- r. **"Encumbrances"** means all liens, charges, security interests, pledges, leases, offers to lease, title retention agreements, mortgages, restrictions on use, development or similar agreements, easements, rights-of-way, title defects, options or adverse claims or encumbrances of any kind or character whatsoever;
- s. **"Environmental Law"** means any and all applicable international, federal, provincial, state, municipal or local laws, by-laws, statutes, regulations, treaties, orders, judgments, decrees, ordinances, official directives and all authorizations relating to the environment, occupational health and safety, health protection or any Hazardous Materials and any laws including written policies and guidelines and directives, administrative rulings or interpretations, that are in effect and applicable to the Receiver on the Acceptance Date and the Closing Date, as well as the common law and any judicial or administrative order, consent decree or judgment that is in effect and applicable to the Receiver on the Acceptance Date and the Closing Date, that relates to pollution or the protection of the environment, including, without limitation, the

*Atomic Energy Control Act (Canada), the Canadian Environmental Protection Act (Canada), the Pest Control Products Act (Canada), the Transportation of Dangerous Goods Act (Canada), the Environmental Protection Act (Ontario), the Environmental Assessment Act (Ontario) and the Ontario Water Resources Act (Ontario), and the regulations and guidelines promulgated pursuant thereto or issued by any Governmental Authority in respect thereof, and equivalent or similar local and provincial ordinances and statutory programs and the regulations and guidelines promulgated pursuant thereto;*

- t. **"First Deposit"** shall have the meaning ascribed to it in Subsection 3(a) hereof;
- u. **"Government Authority"** means any person, body, department, bureau, agency, board, tribunal, commission, branch or office of any federal, provincial or municipal government having or claiming to have jurisdiction over part or all of the Purchased Assets, the transaction contemplated in this Agreement and/or one or both of the parties hereto and shall include a board or association of insurance underwriters;
- v. **"Hazardous Materials"** means any contaminants, pollutants, substances or materials that, when released to the natural environment, could have the reasonable prospect of causing, at some immediate or future time, harm or degradation to the natural environment or risk to human health, whether or not such contaminants, pollutants, substances or materials are or shall become prohibited, controlled or regulated by any Government Authority and any "contaminants", "dangerous substances", "hazardous materials", "hazardous substances", "hazardous wastes", "industrial wastes", "liquid wastes", "pollutants" and "toxic substances", all as defined in, referred to or contemplated in federal, provincial and/or municipal legislation, regulations, orders and/or ordinances relating to environmental, health and/or safety matters and, not to limit the generality of the foregoing, includes asbestos, urea formaldehyde foam insulation and mono- or poly-chlorinated biphenyl wastes;
- w. **"HST"** shall have the meaning ascribed thereto in Subsection 17(a) hereof;
- x. **"ICA"** shall have the meaning ascribed thereto in Subsection 11(c) hereof;
- y. **"Lands"** means the lands and premises legally described in PINs 04204-0267; 04204-0270; 04204-0243 and 04204-0245 (LT) and further described in Schedule "E" herein:  
  
together with all easements, rights-of-way, privileges and appurtenances attaching thereto and enuring to the benefit thereof;
- z. **"Offer, "the Offer" or "this Offer"** means the offer to purchase made by the Purchaser and contained in and comprised of this document;
- aa. **"Permitted Encumbrances"** means the permitted encumbrances appended as Schedule "D" hereto and as set out in the Approval and Vesting Order;
- bb. **"Person"** means any individual, partnership, limited partnership, limited liability company, joint venture, syndicate, sole proprietorship, company or corporation with or without share capital, unincorporated association, trust, trustee, executor, administrator or other legal

personal representative, Governmental Authority or other entity however designated or constituted;

- cc. **“Project Documents”** means those documents respecting the Purchased Assets provided to the Purchaser through its online data room and otherwise prior to the date of the execution and delivery of this Agreement by the Purchaser, including (without limitation):
  - i. Phase I and Phase II Environmental Site Assessments Reports;
  - ii. any environmental, professional and/or other consulting report(s) related to the Property;
  - iii. existing survey for the Property; and
  - iv. realty tax assessments, notices and tax bills for the current calendar year.
- dd. **“Purchase Price”** shall have the meaning ascribed thereto in Section 3 hereof;
- ce. **“Purchased Assets”** means the Lands, the Buildings and the right, title and interest of the Debtor and Mobin and the Receiver;
- ff. **“Purchaser”** has the meaning given on the first page of this Agreement;
- gg. **“Purchaser’s Solicitor”** means Soloway Wright LLP, Attention: Charlie Honeywell;
- hh. **“Registry Office”** shall have the meaning ascribed to it in Subsection 8 hereof;
- ii. **“Second Deposit”** shall have the meaning ascribed to it in Subsection 3(b) hereof;
- jj. **“Statement of Adjustments”** shall have the meaning ascribed to it in Subsection 14(b) hereof;
- kk. **“TERS”** shall have the meaning ascribed to it in Subsection 8 hereof;
- ll. **“Receiver”** has the meaning given on the first page of this Agreement; and
- mm. **“Receiver’s Solicitor”** means the firm of Lipman, Zener & Waxman LLP.

The following Schedules are attached to this Agreement and form an integral part hereof:

Schedule “A”	Appointment Order
Schedule “B”	Approval and Vesting Order
Schedule “C”	Instruments to be Deleted from title to the Lands
Schedule “D”	Permitted Encumbrances
Schedule “E”	Legal Description
Schedule “F”	Purchaser’s Environmental Indemnity Agreement
Schedule “G”	Waiver of Liability and Acknowledgement of Risk

## 2. NATURE OF TRANSACTION

The Purchaser shall purchase and the Receiver shall sell the Purchased Assets, upon and subject to the terms of this Agreement.

Other than the Purchased Assets, the Purchaser is not assuming, and shall not be deemed to have assumed any liabilities, obligations or commitments of the Debtor, Mobin or the Receiver or of any other Person, whether known or unknown, fixed or contingent or otherwise.

## 3. PURCHASE PRICE

The aggregate purchase price (the "**Purchase Price**") for the Purchased Assets shall be the sum of **Thirteen Million One Hundred Thousand Nine Hundred Dollars (\$13,100,900.00)**. The Purchase Price shall be paid, accounted for and satisfied as follows:

- a. As part of the Purchase Price, the sum of **Fifty Thousand Dollars (\$50,000.00)** (the "**First Deposit**") and together with the Second Deposit, the "**Deposit**") shall be paid by the Purchaser by wire transfer to the Receiver's Solicitor, in trust, and the First Deposit is to be made within two (2) Business Days following the Acceptance Date and delivery of this Agreement by the Purchaser, which First Deposit shall be held by the Receiver's Solicitor, in trust, in accordance with the terms of this Agreement.
- b. As part of the Purchase Price, the further sum of **One Hundred Thousand Dollars (\$100,000.00)** (the "**Second Deposit**") shall be paid by the Purchaser by wire transfer to the Receiver's Solicitor, in trust, representing the balance of the Deposit within three (3) Business Days following the Purchaser's waiver or satisfaction of the condition contained in Section 5 herein, which Second Deposit shall be held by the Receiver's Solicitor, in trust, in accordance with the terms of this Agreement.
- c. The balance of the Purchase Price shall be paid on the Closing Date, by wire transfer to the Receiver's Solicitor, in trust, subject only to the Adjustments set out in Section 4.
- d. The First Deposit shall be held by the Receiver's Solicitor in trust, as a deposit pending Closing or termination of this Agreement. Subject only to the terms of this Agreement, the First Deposit is to be credited on account of the Purchase Price upon completion of the transaction contemplated in this Agreement. In the event that this Agreement is terminated for any reason whatsoever other than the default of the Purchaser, subject to the Damage Deduction as set out in Section 33 herein, the Deposit shall be returned to the Purchaser forthwith, without interest or deductions.
- e. The Second Deposit shall be held by the Receiver's Solicitor in trust, as a deposit pending Closing or termination of this Agreement. Subject only to the terms of this Agreement, the Deposit is to be credited on account of the Purchase Price upon completion of the transaction contemplated in this Agreement. In the event that this Agreement is terminated for any reason whatsoever other than the default of the Purchaser, the Deposit shall be returned to the Purchaser forthwith, without interest or deduction.

#### 4. CLOSING AND POST-CLOSING ADJUSTMENTS

The completion of the transaction contemplated herein shall be completed on the Closing Date; the Receiver will bear and pay all expenses related to the Purchased Assets prior to the Closing Date and the Purchaser will bear and pay all expenses related to the Purchased from and after and including the Closing Date. The Date of Closing will be for the Purchaser's account both as to revenue and expense. The Receiver and the Purchaser shall adjust the Purchase Price on the Date of Closing in respect of the following items (the "Adjustments"):

- a. utilities and fuel accounts and/or deposits (if applicable);
- b. water and sewer rates and charges; and
- c. realty taxes.

If the final cost or amount of an item that is to be adjusted cannot be determined at Closing, then an initial adjustment for such item shall be made at Closing, such amount to be estimated by the Receiver, acting reasonably, as of the Closing Date on the basis of the best evidence available at the Closing as to what the final cost or amount of such item will be. In each case, when such cost or amount is determined, the Receiver or Purchaser, as the case may be, shall provide a complete statement thereof to the other and the Receiver and Purchaser shall make a final adjustment as of the Closing Date for the item in question and such determination is to be made as soon as possible following Closing Date and in any event prior to the 7<sup>th</sup> Business Days following Closing Date. In the absence of agreement by the parties, the final cost or amount of an item shall be determined by an accountant or such other financial professional appointed jointly by the Receiver and the Purchaser, with the cost of such accountant's or other financial professional's determination being shared equally between the parties. All re-adjustments shall be requested in a detailed manner on or before the 7<sup>th</sup> Business Day after the Closing Date, after which time neither party shall have any right to request re-adjustment.

#### 5. DUE DILIGENCE DATE

The obligation of the Purchaser to complete this Agreement shall be subject to the following conditions (provided that these conditions are for the sole benefit of the Purchaser and may be waived in whole or in part by the Purchaser by written notice to the Receiver prior to the applicable date for the satisfaction of each condition):

- (a) This Agreement shall be conditional until the day that is thirty (30) days after the Acceptance Date, ("**Due Diligence Date**"), for the Purchaser to satisfy itself, in its sole discretion, with respect to all matters as to financing, soil conditions, environmental status of the Property, structural condition of the Buildings located on the Land, the condition of building systems, the leases being assumed, title/off-title searches and as to the result of any other inspections or tests that the Purchaser may deem necessary in its discretion. This condition is inserted for the benefit of the Purchaser and may be waived by it in writing in whole or part at any time prior to the expiry of the Due Diligence Date.

(b) The Purchaser shall be granted access to the Property provided that the Purchaser and the Purchaser's authorized representatives execute a Waiver of Liability and Acknowledgement of Risk in the form attached hereto as Schedule "G" acknowledging the access risk and danger to life or/and property before being granted access to the Property, and said access shall at all times be during regular business hours. The Receiver agrees to allow Purchaser and Purchaser's authorized representatives reasonable access to the Property following execution of this Agreement and the Waiver of Liability and Acknowledgement of Risk during normal business hours, from time to time upon reasonable prior notice, until the Due Diligence Date, and hereby authorizes the Purchaser to carry out such reasonable tests and inspections thereof as the Purchaser deems necessary, providing such inspections shall not unduly interfere with the use and occupation of the Property. The tests and inspections which the Purchaser may elect to conduct shall include, without limitation:

- (i) Soil, ground-water and environmental tests;
- (ii) Surveys, measurements, structural testing;
- (iii) Taking samples where reasonable to do so;
- (iv) Test for Hazardous Materials, and
- (v) Examining the Property and Buildings.

All such tests and inspections will be carried out only on reasonable prior written notice to the Receiver and in the presence of a representative of the Receiver or its delegates (if Receiver so desires). Purchaser covenants and agrees with the Receiver to be fully responsible to repair or pay the cost of repair of any damage occasioned during and resulting from inspection and tests of the Property conducted by or on behalf of Purchaser and to return the Property to the condition same as it was in immediately prior to such inspections and tests. Purchaser covenants and agrees to indemnify and save harmless Receiver from and against all losses, costs, claims, damages, expenses (including legal costs on a substantial indemnity basis) which the Receiver may suffer or incur as a result of the inspection and tests to the Property by the Purchaser. The Receiver will not consent or permit any Municipal or Governmental Authority to carry out any inspections whatsoever. The provisions hereof shall survive closing or other termination of this Agreement.

All inspections and tests shall be done at the Purchaser's risk and expense with the Receiver's prior approval and supervision.

The Conditions are inserted for the sole benefit of the Purchaser and may be satisfied or waived, by notice in writing to the Receiver, in the sole, absolute, unfettered and unqualified discretion of the Purchaser at any time during the Due Diligence Period. These Conditions shall not be conclusively deemed to have been satisfied unless the Purchaser delivers to the Receiver, during the Due Diligence Period, a notice in writing that such Conditions have been satisfied or waived. If the conditions set out in this Section 5 are not satisfied or waived as provided in this Section 5, then the First Deposit and all interest thereon shall be returned to the Purchaser forthwith upon the expiry of the Due Diligence Period, subject to the Damage Deduction as set out in Section 33 herein, if applicable, and this Agreement shall terminate and (subject to any provisions of this Agreement which are stated to survive the termination of this Agreement) neither party hereto shall have any claims against the other party hereto or any further obligation to the other arising out of this Agreement.

If Purchaser does not notify Receiver in writing that the conditions contained in this Agreement for the benefit of the Purchaser has been satisfied by it on or prior to the Due Diligence Date, this

Agreement will become null and void and neither Party shall have any further obligation to the other hereunder, save as herein specifically provided.

## 6. TERMS OF PURCHASE

- a. **Purchaser's Acknowledgements:** Save as otherwise provided herein, the Purchaser hereby acknowledges and agrees as follows:
- i. it is relying entirely upon its own investigations and inspections in entering into this Agreement and has satisfied itself with respect to such investigations and inspections;
  - ii. there is no representation, warranty or condition, express or implied, statutory or otherwise of any kind as to the Purchased Assets including, without limitation, that the present use or future intended use by the Purchaser of the Purchased Assets is or will be lawful or permitted and/or relating in any way to the condition or state of repair of the Buildings or to title, outstanding liens or charges, assignability, amount owing, description, fitness for purpose, collectability, merchantability, quantity, condition, defect (patent or latent), value, quality thereof, any requirement for licenses, permits, approvals, consents for ownership, occupation or use or in respect of any other matter or thing whatsoever;
  - iii. it is purchasing the Purchased Assets on an "as is where is" 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 authority, the structural integrity of the Buildings, together with any other improvements on the Lands;
  - iv. the Receiver shall have no liability or obligation with respect to the value, state or condition of the Purchased Assets, whether or not the matter is within the Receiver's knowledge;
  - v. any information provided by the Receiver describing the Purchased Assets has been prepared solely for the convenience of prospective purchasers and is not warranted to be complete or accurate or correct and none of such information forms a part of this Agreement;
  - vi. other than as set out in Section 4 of this Agreement, no adjustment shall be allowed to the Purchaser for changes to the Purchased Assets from the date this Agreement is executed by each of the parties hereto;
  - vii. the Receiver shall not be required to furnish or produce any document, record or evidence of title with respect to the Purchased Assets, except those in its possession, which have already been reviewed and accepted by the Purchaser; and
  - viii. the Receiver has made no representations or warranties with respect to or in any way related to the Lands and Buildings including without limitation, the following:

- A. the environmental state of the Lands, the existence, nature, kind, state or identity of any Hazardous Materials on, under, or about the Lands, 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 any Environmental Laws, or any other statute, regulation, rule or provision of law nor the existence, state, nature, kind, identity, extent and effect of any liability to fulfil any obligation with respect to the environmental state of the Lands including, without limitation, any obligation to deal with any discharge of any Hazardous Materials on, under or about the Lands and any potential future 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 Materials whether on, under or about the Lands or elsewhere;
- B. the existence, validity, terms and conditions of any licenses, permits, consents or other regulatory approvals relating to or in any way connected with the Lands and Buildings or any matter or thing arising out of or in any way connected therewith;
- C. the conformity of the Lands and Buildings to past, current or future applicable zoning or building code requirements;
- D. the existence of soil instability, past soil repairs, soil additions or conditions of soil fill;
- E. the sufficiency of any drainage;
- F. whether the Lands are located wholly or partially in a flood plain or a flood hazard boundary or similar area;
- G. the existence or non-existence of underground storage tanks;
- H. any other matter affecting the stability or integrity of the Lands and Buildings;
- I. the availability of public utilities and services for the Lands and Buildings;
- J. the sufficiency or adequacy of any wells and water supply for irrigation or any other purpose; and/or
- K. the existence of zoning or building entitlements affecting the Lands;

The Purchaser further acknowledges that the Receiver is selling the Purchased Assets on an "as is where is" basis as they exist on the Date of Closing and that it has entered into this Agreement on the basis that the Receiver does not guarantee title to the Purchased Assets and that the Purchaser has conducted or will have conducted prior to Closing such inspections of the condition of and title to the Purchased Assets as it deemed appropriate and has satisfied itself with regard to these matters. Without limiting the generality of the foregoing, any and all conditions, warranties or representations expressed or implied pursuant to the *Sale of Goods*

*Act* (Ontario) or similar legislation do not apply to this transaction of purchase and sale and have been waived by the Purchaser.

- b. **Title and Other Requisitions.** The Purchaser acknowledges that it shall, at its own expense, examine title to the Lands and Buildings and satisfy itself as to the state thereof and shall accept title to the Lands and Buildings subject to the Permitted Encumbrances.
- c. **Title and Removal of Chattels.** The Purchaser hereby acknowledges and agrees that the Receiver does not warrant or represent that it has the authority to sell or transfer any of the existing chattels on the Lands or in the Buildings. The Receiver will not deliver a Bill of Sale or any title documentation and will make no adjustment of the Purchase Price with respect to any chattel. Notwithstanding that the Receiver is not selling or transferring any chattels to the Purchaser, the Purchaser acknowledges and agrees that there is no obligation on the Receiver to remove any chattels from the Lands and Buildings.
- d. **Leases, Licenses, Occupancy Agreements and Vacant Possession.** The Purchaser:
  - i. acknowledges that the encompassing area is approximately 5.6 ac site improved with a one and two storey building (approximately 17,127 sf) constructed on or about 1988 (former Iranian Cultural Centre);
  - ii. acknowledges and agrees that on the Date of Closing it may not be entitled to vacant possession from the Receiver of the Lands or the Buildings and will accept the Lands or the Buildings subject to third parties that may, by virtue of the leases, have the use of, be in occupancy of or in possession of the Lands or the Buildings. However, notwithstanding the foregoing, and notwithstanding anything else in this Agreement, the Purchaser expressly reserves the right, both before and after Closing, at the Purchaser's own expense, to challenge the validity of the leases; and
  - iii. acknowledges that, other than as set out in Section 4 of this Agreement, there shall be no adjustments whatsoever on the Closing Date with respect to any fees, rents, payments or consideration whatsoever relative to a third party's use, occupancy or possession of the Lands or the Buildings or relative to a third party having the entitlement to use, occupancy or possession of the Lands or the Buildings.

## 7. DATE OF CLOSING

Subject to the provisions of Sections 12 and 13 hereof, the transaction contemplated hereunder shall be completed (the moment of completion shall be referred to as "**Closing**") on the day which is ten (10) Business Days after the date upon which the Receiver obtains the Approval and Vesting Order (the "**Date of Closing**" or the "**Closing Date**"), unless the parties hereto otherwise agree to such other date in writing.

## 8. ELECTRONIC REGISTRATION

With respect to the electronic registration system ("TERS") operative in the relevant land registry office (the "Registry Office"), the following provisions shall apply:

- a. The Purchaser covenants and agrees to cause the Purchaser's Solicitor to enter into a document registration agreement with the Receiver's Solicitor in the form prepared by The Law Society of Ontario, which document version was adopted by the joint LSO-CBAO Committee on Electronic Registration of Title Documents and which can be viewed at <http://www.lsuc.on.ca> (the "DRA"), establishing the procedures and timing for completing the transaction contemplated by this Agreement.
- b. The delivery and exchange of the Closing Documents:
  - i. shall not occur contemporaneously with the registration of the Approval and Vesting Order and other registrable documentation; and
  - ii. shall be governed by the DRA, pursuant to which the Receiver's Solicitor and Purchaser's Solicitor shall hold all Closing Documents in escrow, and will not be entitled to release them except in strict accordance with the provisions of the DRA.
- c. The Purchaser expressly acknowledges and agrees that the Receiver will not release the Approval and Vesting Order described in Section 14(a) of this Agreement for registration until the balance of funds due on Closing, in accordance with the terms of this Agreement, are remitted by personal delivery to the Receiver's Solicitor (or in such other manner as the Receiver or Receiver's Solicitor may direct) prior to the release of the Approval and Vesting Order for registration, which the Receiver's Solicitor will hold in escrow.
- d. Notwithstanding anything contained in this Agreement to the contrary, it is expressly understood and agreed by the parties hereto that an effective tender shall be deemed to have been made by the Receiver upon the Purchaser when the Receiver's Solicitor has:
  - i. delivered all Closing Documents required to be delivered by the Receiver to the Purchaser pursuant to Section 14 hereof;
  - ii. advised the Purchaser's Solicitor in writing that the Receiver is ready, willing and able to complete the transaction contemplated by this Agreement in accordance with the terms and provisions of this Agreement; and
  - iii. completed all steps required by TERS to complete the transaction contemplated by this Agreement that can be performed or undertaken by the Receiver's Solicitor without the cooperation or participation of the Purchaser's Solicitor,without the necessity of personally attending upon the Purchaser or the Purchaser's Solicitor with the Closing Documents, and without any requirement to have an independent witness evidencing the foregoing.
- e. Notwithstanding anything contained in this Agreement to the contrary, it is expressly understood and agreed by the parties hereto that an effective tender shall be deemed to have been made by the Purchaser upon the Receiver when the Purchaser's Solicitor has:

- i. delivered the balance due at Closing and all the Closing Documents required to be delivered by the Purchaser to the Receiver pursuant to Section 15 hereof;
- ii. advised the Receiver's Solicitor in writing that the Purchaser is ready, willing and able to complete the transaction contemplated by this Agreement in accordance with the terms and provisions of this Agreement; and
- iii. completed all steps required by TERS to complete this transaction contemplated by this Agreement that can be performed or undertaken by the Purchaser's Solicitor without the cooperation or participation of the Receiver's Solicitor,

without the necessity of personally attending upon the Receiver or the Receiver's Solicitor with the Closing Documents, and without any requirement to have an independent witness evidencing the foregoing.

- f. If through no fault of the Purchaser's Solicitor or the Receiver's Solicitor TERS is unavailable on the Date of Closing, then the transaction contemplated by this Agreement shall be completed in escrow in accordance with the terms of the DRA which shall apply until such time as TERS becomes available. Upon TERS becoming available, the Receiver's Solicitor shall advise the Purchaser's Solicitor forthwith and the parties shall arrange to complete the registration of the Approval and Vesting Order as expeditiously as possible, whereupon the escrow shall be released.
- g. In the event of any conflict or inconsistency between the terms of this Section 7 and the terms of the DRA, the terms of this Section 8 shall prevail.

## 9. PRE-CLOSING RISK

The Purchaser acknowledges that the Buildings are not insured by the Receiver and that in the event that the Buildings are destroyed either in whole or in part prior to the Closing Date that the Purchaser shall be required to close the transaction in accordance with the terms set out herein with no reduction in the Purchase Price.

## 10. RECEIVER'S REPRESENTATIONS AND WARRANTIES

The Receiver represents and warrants to the Purchaser that, as at the date hereof:

- a. **Non-Residency.** The Receiver is not now and does not intend to become, prior to Closing, a non-resident of Canada within the meaning and purpose of Section 116 of the *Income Tax Act* (Canada); the Receiver is not now and does not intend to become, prior to Closing, an agent or a trustee of such non-resident;
- b. **Authority to Sell.** The Receiver has been duly appointed as receiver of the Purchased Assets by the Court Order and has full right, power and authority to market any or all of the Purchased Assets for sale and, subject to obtaining the Approval and Vesting Order prior to Closing; and on Closing the Receiver shall have the power and authority to sell, convey,

transfer, lease or assign the Purchased Assets as a result of the Court Order, in accordance with and subject to the terms and conditions of this Agreement and the Approval and Vesting Order.

## 11. PURCHASER'S REPRESENTATIONS AND WARRANTIES

The Purchaser represents and warrants to the Receiver that, as at the Date of Closing:

- a. the Purchaser shall be a corporation duly incorporated, organized and validly subsisting under the laws of Ontario with all requisite corporate power, authority and capacity to execute and deliver and to perform each of its obligations pursuant to this Agreement; neither the execution of this Agreement nor the performance (such performance shall include, without limitation, the exercise of any of the Purchaser's rights and compliance with each of the Purchaser's obligations hereunder) by the Purchaser of the transaction contemplated hereunder will violate:
  - i. the Purchaser's articles of incorporation and by-laws;
  - ii. any agreement to which the Purchaser is bound or is a party;
  - iii. any judgment or order of a court of competent authority or any Government Authority; or
  - iv. any applicable law;
- b. the Purchaser shall have taken all requisite corporate action required to be taken by it to authorize the execution and delivery of this Agreement and the performance of each of its obligations hereunder; and
- c. the Purchaser shall not be a "non-Canadian", as defined in the *Investment Canada Act* (Canada) ("ICA").

The Purchaser shall promptly deliver to the Receiver written notice specifying the occurrence or likely occurrence of any event which may result in any of the Purchaser's representations and warranties contained in this Agreement not being true as at Closing.

## 12. ADDITIONAL CONDITIONS IN FAVOUR OF PURCHASER

This Agreement is conditional for a period of one hundred and eighty (180) days from the date upon which the Purchaser notifies the Vendor in writing that all conditions contained in Section 5 above have been satisfied or waived, upon each of the following conditions:

- a. **Approval and Vesting Order.** The Receiver shall have obtained the Approval and Vesting Order. The Receiver shall not have received notice of appeal in respect to of the Approval and Vesting Order and the Approval and Vesting Order shall not have been stayed, varied or vacated and shall be in full force and effect and no Order restraining or prohibiting Closing shall have been made by the Court; and

- b. **Restraint or prohibition.** No action or proceeding shall be pending or threatened by any Person to restrain or prohibit the Closing nor any order restraining or prohibiting Closing shall have been made by the Court or any other court of competent jurisdiction.

The Receiver covenants to use reasonable commercial efforts to fulfil or cause to be fulfilled the condition contained in Subsection 12(a).

In the event that any of the foregoing conditions shall not be fulfilled, in whole or in part, at or prior to the expiry of the period referenced herein, the Purchaser may rescind this Agreement by written notice to the Vendor and in such event the Deposit shall be returned forthwith to the Purchaser without interest or deduction and the parties will be released from any further obligations and liabilities in respect of this Agreement.

### 13. CONDITIONS OF CLOSING IN FAVOUR OF THE PURCHASER

The Purchaser's obligations contained in this Agreement shall be subject to the fulfilment of each of the following conditions:

- a. each of the Receiver's representations and warranties contained in this Agreement shall be true at and as of the Date of Closing;
- b. the Receiver shall have complied with each and every covenant/agreement made by it herein and required to be completed at or prior to Closing;
- c. the Receiver shall have obtained the Approval and Vesting Order, the Receiver shall not have received notice of appeal in respect to of the Approval and Vesting Order and the Approval and Vesting Order shall not have been stayed, varied or vacated and shall be in full force and effect and no order restraining or prohibiting Closing shall have been made by the Court; and
- d. no action or proceeding shall be pending or threatened by any Person to restrain or prohibit the Closing nor any order restraining or prohibiting Closing shall have been made by the Court or any other court of competent jurisdiction.

For greater certainty, each of the conditions contained in this Section 13 has been inserted for the benefit of the Purchaser.

In the event that any of the foregoing conditions shall not be fulfilled at or prior to Closing, the Purchaser may, in its absolute and unfettered discretion, terminate this Agreement by written notice to the Receiver without any penalty, liability, cost or compensation whatsoever to the Purchaser, the Deposit shall be returned forthwith to the Purchaser without interest or deduction and each of the Receiver and the Purchaser shall be released from any further obligations and liabilities in respect of this Agreement.

### 14. RECEIVER'S CLOSING DELIVERIES

The Receiver covenants and agrees to execute, where applicable, and deliver the following to the Purchaser at Closing or on such other date expressly provided herein:

- a. a copy of the issued and entered Approval and Vesting Order authorizing and approving this Agreement and vesting in the Purchaser all right, title and interest of the Debtor and Mobin and the Receiver in and to the Purchased Assets, free and clear of all claims and encumbrances save and except for the Permitted Encumbrances, in accordance with the provisions of this Agreement (collectively, the "Approval and Vesting Order") and in a form substantively similar to what is attached as Schedule "B" hereto;
- b. a statement of adjustments (the "Statement of Adjustments") prepared in accordance with Section 4 hereof, to be delivered not less than two (2) Business Days prior to Closing, which shall have annexed to it complete details of the calculations used by the Receiver to arrive at all of the debits and credits thereon;
- c. the Receiver's undertaking to re-adjust any item on or omitted from the statement of adjustments, in accordance with Section 4 hereof;
- d. a direction from the Receiver designating the party or parties to which the balance of the Purchase Price described in Section 3 hereof shall be paid; in the event that the Receiver designates more than one party then it shall also designate amounts payable to each of the parties;
- e. keys for the Lands and Buildings which are in the possession or control of the Receiver;
- f. a certificate of the Receiver certifying each of the Receiver's representations and warranties contained in this Agreement is true as at Closing;
- g. a certificate of the Receiver setting out that the Receiver is not a "non-resident" of Canada within the meaning and purpose of Section 116 of the *Income Tax Act* (Canada) and is not the agent nor trustee of a "non-resident; and
- h. such further documentation relating to the completion of the transaction contemplated hereunder as shall be otherwise referred to herein, or required by law and/or any Government Authority; provided that such further documentation is in a form satisfactory to the Receiver, taking into consideration the fact that the Receiver is selling the Purchased Assets as Court-appointed receiver.

## 15. PURCHASER'S CLOSING DELIVERIES

The Purchaser covenants and agrees to execute, where applicable, and deliver the following to the Receiver at or prior to Closing:

- a. a direction from the Purchaser designating the transferee(s) in the Approval and Vesting Order (required only in the event that the Approval and Vesting Order is to be inscribed in favour of a person/entity other than the Purchaser);
- b. the Purchaser's undertaking to re-adjust any item on or omitted from the statement of adjustments, subject to the limitation contained in Section 4 hereof;

- c. the Purchaser's certificate setting out that each of the Purchaser's representations and warranties contained in this Agreement is true as at Closing;
- d. evidence of payment by the Purchaser of any commission or other remuneration payable to the Purchaser's agent, if any, in connection with the purchase of the Purchased Assets, or a certificate from the Purchaser certifying that it has not retained any such agent and that no such commission or other remuneration is payable;
- e. an environmental indemnity indemnifying and holding the Receiver harmless from any and all damages, claims, actions, losses, costs, liabilities or expenses (collectively "Damages") suffered or incurred by the Receiver, directly or indirectly, as a result of or in connection with any of the following, whether arising as a result of the actions of Receiver and/or its predecessors, or of any party claiming through the Receiver, or otherwise, and without restricting the generality of the foregoing, which include Damages incurred in addressing an administrative order by a Government Authority or in addressing a notice, investigation or other process which could reasonably be anticipated to result in such an order:
  - i. the breach by the Purchaser or those for whom it is responsible at law of any Environmental Law applicable to the Lands; or,
  - ii. the release or threatened release of any Hazardous Materials owned, managed, generated, disposed of, controlled or transported by or on behalf of the Purchaser;
- i. the balance of the Purchase Price described in Section 3 hereof; and
- j. any other documentation relative to the completion of this Agreement as may reasonably be required by the Receiver or the Receiver's Solicitors.

#### 16. PLANNING ACT (ONTARIO)

This Agreement shall be effective to create an interest in the Lands for the Purchaser only if the provisions of the *Planning Act* (Ontario) are complied with prior to Closing.

#### 17. HARMONIZED GOODS AND SERVICES TAX

- a. The transaction contemplated hereunder may be subject to harmonized sales tax ("HST") levied pursuant to the Act, in which case HST shall be in addition to and not included in the Purchase Price and shall be collected and remitted in accordance with the Act.
- b. In the event that part or all of the transaction contemplated by this Agreement is subject to HST, the Purchaser may deliver, prior to Closing, its certificate in form prescribed by the Act or, if no such form is prescribed, then in reasonable form, certifying that the Purchaser shall be liable for, shall self-assess and shall remit to the appropriate Government Authority all HST payable in respect of the transaction contemplated hereunder. If the Purchaser is a "prescribed recipient" under the Act and/or is registered under the Act, then the Purchaser's certificate

shall also include certification of the Purchaser's prescription and/or registration, as the case may be, and the Purchaser's HST registration number. If the Purchaser shall fail to deliver its certificate hereunder, then the Purchaser shall tender to the Receiver, at Closing, in addition to the balance due at Closing described in Section 3 hereof, an amount equal to the HST that the Receiver shall be obligated to collect and remit, if any, in connection with the transaction contemplated by this Agreement.

- c. The Purchaser shall indemnify and save harmless the Receiver from all claims, liabilities, penalties, interest, costs and legal and other expenses incurred, directly or indirectly, in connection with the assessment of HST payable in respect of the transaction contemplated hereunder.

## 18. NOTICE

Any notice given hereunder shall be in writing and delivered or communicated by email to:

in the case of the Purchaser to:

c/o MUCI ACQ Inc.  
200-180 Kent Street  
Ottawa, ON K1P 0B6

**Attention:** Jason Larton, Senior Counsel  
**Email:** jlarnton@minto.com

with a copy to the Purchaser's Solicitor:

Soloway Wright LLP  
700-427 Laurier Ave. West  
Ottawa, ON K1R 7Y2

**Attention:** Charlie Honeywell  
**Email:** choneywell@solowaywright.com

and in the case of the Receiver to:

**Albert Gelman Inc.**  
100 Simcoe Street, Suite 125  
Toronto, Ontario M5H 302  
Fax: 416 504 1655

**Attention:** Bryan Gelman  
**Email:** bgelman@albertgelman.com

with a copy to the Receiver's Solicitor at:

**Lipman, Zener, Waxman LLP**  
1220 Eglinton Avenue West  
Toronto, Ontario M6C 2E3  
Fax: 416 789 9015

**Attention:** Jeysa Martinez  
**Email:** [jmartinez@lzwlaw.com](mailto:jmartinez@lzwlaw.com)

Such notice shall be deemed to have been delivered upon delivery or communicated upon transmission unless such notice is delivered or transmitted outside of usual business hours, in which event the notice shall be deemed to have been delivered or transmitted on the next Business Day. A party may change its address by providing notice in accordance with this Section 18.

#### **19. WAIVER OF CONDITIONS**

Except as otherwise provided in this Agreement, all conditions contained herein have been inserted for the mutual benefit of both the Receiver and the Purchaser, and are conditions of the obligations of such parties to complete the transaction contemplated hereunder at Closing and are not conditions precedent of this Agreement. Any one or more of the said conditions may be waived, in writing, in whole or in part, by the benefiting party without prejudice to the benefiting party's right of termination in the event of the non-fulfilment of any other condition, and, if so waived, this Agreement shall be read exclusive of the said condition or conditions so waived. For greater certainty, the Closing of the transaction contemplated hereunder by a party hereof shall be deemed to be a waiver by such party of compliance with any condition inserted for its benefit and not satisfied at Closing.

#### **20. SEVERABILITY**

If any provision contained in this Agreement or the application thereof to any person/entity or circumstance is, to any extent, invalid or unenforceable, the remainder of this Agreement and the application of such provision to persons/entities or circumstances other than those to whom/which it is held invalid or unenforceable, shall not be affected thereby and each provision contained in this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.

#### **21. DIVISION/HEADINGS**

The division of this Agreement into Sections, Subsections, Paragraphs and Subparagraphs and the insertion of headings or captions are for convenience of reference only and shall not affect the construction or interpretation of this Agreement or any part hereof.

#### **22. ENTIRE AGREEMENT**

This Agreement and the schedules attached hereto, constitute the entire agreement between the Receiver and the Purchaser in respect of the Purchased Assets. Each of the parties acknowledges that,

except as contained in this Agreement, there is no representation, warranty, collateral agreement or condition (whether a direct or collateral condition or an express or implied condition) which induced it to enter into this Agreement.

### **23. CUMULATIVE REMEDIES**

No remedy conferred upon or reserved to one or both of the parties hereto is intended to be exclusive of any other remedy, but each remedy shall be cumulative and in addition to every other remedy conferred upon or reserved hereunder, whether such remedy shall be existing or hereafter existing, and whether such remedy shall become available under common law, equity or statute.

### **24. INTERPRETATION**

This Agreement shall be read with all changes of gender and number as required by the context.

### **25. REFERENCES TO STATUTES**

Except as otherwise provided in this Agreement, references to any statute herein shall be deemed to be a reference to such statute and any and all regulations from time to time promulgated thereunder and to such statute and regulations as amended or re-enacted from time to time. Any reference herein to a specific section or sections, paragraph or paragraphs and/or clause or clauses of any statute or regulations promulgated thereunder shall be deemed to include a reference to any corresponding provision of future law.

### **26. TIME OF ESSENCE**

Time shall in all respects be of the essence hereof provided that the time for the doing or completing of any matter referred to herein may be extended or abridged by an agreement, in writing, executed by the Receiver and the Purchaser or their respective solicitors who are hereby expressly appointed for that purpose.

### **27. CANADIAN FUNDS**

All references to dollar amounts contained in this Agreement shall be deemed to refer to Canadian funds.

### **28. FURTHER ASSURANCES**

Except as otherwise expressed herein to the contrary, each party shall, without receiving additional consideration therefor, co-operate with and take such additional actions as may be requested by the other party, acting reasonably, in order to carry out the purpose and intent of this Agreement.

## 29. NON-BUSINESS DAYS

In the event that any date specified or any date contemplated in this Agreement shall fall upon a day other than a Business Day, then such date shall be deemed to be the next following Business Day.

## 30. DOCUMENTATION REGISTRATION AND COUNSEL

The Purchaser shall be responsible for and pay all registration costs incurred in connection with the transaction contemplated in this Agreement. Except as otherwise expressly provided in this Agreement, each of the Receiver and the Purchaser shall be responsible for and pay all legal and other professional/consultant fees and disbursements incurred by it, directly or indirectly, in connection with this Agreement.

## 31. LAND TRANSFER TAXES

The Purchaser shall pay on or prior to Closing all land transfer taxes (as required pursuant to the *Land Transfer Tax Act* (Ontario)) payable in connection with the transfer of the Purchased Assets pursuant to this Agreement.

## 32. ASSIGNMENT

The Purchaser shall have the right to assign part or all of its interest under this Agreement provided that it has provided written Notice to the Receiver and provided further that the named Purchaser remains jointly liable under the terms of this Agreement until Closing. Upon completion of this Agreement, the Purchaser shall be deemed to be released from this Agreement and shall have no obligations or liability pursuant to this Agreement. In addition, the Purchaser shall have the right to direct the Receiver on the completion date to transfer title to the Property to a third party (provided that such third party is acting as bare trustee and nominee on behalf of the Purchaser), by delivery of notice of such direction prior to completion.

## 33. ACCESS TO LANDS

Subject to the requirements set out in Section 5 herein, the Receiver will allow the Purchaser and the Purchaser's authorized representatives access to the Buildings and Lands from time to time during normal business hours during the Due Diligence Period to carry out such reasonable tests and inspections as the Purchaser or its authorized representatives may deem necessary, provided that such inspections will be conducted in such manner so as to comply with the Receiver's requirements and further provided that the Building and the Lands will be restored and repaired forthwith to its former condition at the Purchaser's sole expense and the Purchaser will indemnify and hold harmless the Receiver for any costs, losses, damages, physical injury or other liability which the Receiver may suffer or incur as a result of such tests or inspections. If this Agreement is terminated and the Purchaser is entitled to the return of the Deposit, if the Purchaser does not restore and repair the Property as aforesaid, the Receiver shall be entitled to deduct the reasonably anticipated cost of such restoration and repair, as determined by the Receiver's independent architect, engineer or contractor, acting reasonably, from the First Deposit (the "**Damage Deduction**") and in such case, the Purchaser will direct the Purchaser's Solicitors to pay the Damage Deduction amount to the Receiver, without limiting its recourse to such other remedies as it may have in that regard. The foregoing amount shall

be subject to readjustment based on the actual cost, once such work has been completed and invoiced. The foregoing provision shall survive the termination of this Agreement.

Prior to entry onto the Property, the Purchaser shall have in effect a policy of general liability insurance with coverages in accordance with normal commercial practices in Ottawa, Ontario. At the Receiver's request, the Purchaser shall provide evidence of such insurance prior to any entry onto the Property.

Notwithstanding anything to the contrary contained herein, the Purchaser shall not be permitted to carry out any intrusive testing or investigations without the prior written consent of the Receiver, which consent shall not be unreasonably withheld or delayed and which testing and investigations shall, at the option of the Receiver, be carried out in the presence of a representative of the Receiver. The Purchaser shall be entitled to request information from municipal, building department, zoning department, environmental department, fire department and such other authorities as the Purchaser or the Purchaser's Solicitors may consider necessary or advisable at any time and from time to time prior to Closing in order to ensure compliance with all Applicable Laws, provided it does not directly or indirectly request that any of such parties conduct an inspection of the Property. The Receiver shall provide any consents or authorizations (written or otherwise) that are prepared by the Purchaser's Solicitors as are required to enable the Purchaser or the Purchaser's Solicitors to request such information (provided that such authorizations on their face indicate that inspections are neither requested nor authorized and further provided that such form and content of authorization is approved by the Receiver's Solicitor), as soon as reasonably practicable after request thereof.

#### **34. COMMISSION**

The Receiver hereby agrees that it will be responsible for all real estate commissions payable to C&W Ottawa Inc. in this transaction. Save as otherwise specifically provided, each of the Parties hereto shall be responsible for and shall pay all taxes, costs, expenses and legal or other fees incurred by it in connection with the negotiations, settlement and execution of this Agreement and all matters related thereto and shall indemnify and hold harmless the other Parties from and against any and all claims in respect of any such expenses, costs or fees. The Receiver hereby indemnifies and saves harmless the Purchaser from any and all claims made against the Purchaser in respect of any commissions or fees that may be claimed by real-estate broker or agent used or retained by the Receiver. The Purchaser hereby indemnifies and saves harmless the Receiver from any and all claims made against the Receiver in respect of any commissions or fees that may be claimed by real-estate broker or agent used or retained by the Purchaser. This Section 34 shall survive the Closing.

#### **35. NON-REGISTRATION OF AGREEMENT**

The Purchaser acknowledges that this Agreement is personal to the Purchaser and that this Agreement or any monies paid hereunder do not create an interest in the Lands and the Purchaser further acknowledges that upon any breach of this Agreement by the Receiver, the Purchaser has an adequate remedy in damages. The Purchaser agrees that it will not register this Agreement on title and will not cause this Agreement to be registered on title on the Purchaser's behalf and that no reference to or notice of the Agreement or any caution, certificate of pending litigation or other similar court process in respect thereof shall be registered on title to the Lands by the Purchaser or anyone acting on its behalf, and the Purchaser shall be deemed to be in default under this Agreement if it makes any

registration or causes or permits any registration to be made on its behalf on title to the Lands prior to the Date of Closing.

### **36. RECEIVER'S CAPACITY**

It is acknowledged by the Purchaser that Albert Gelman Inc. is entering into this Agreement solely in its capacity as equitable receiver and receiver in aid of execution, appointed pursuant to the Order of the Honourable Mr. Justice Hainey of the Ontario Superior Court of Justice, Commercial List, dated May 22, 2018, without security, over the Purchased Assets, with legal title being held in the name of the Mobin Foundation, and the Receiver acts as Court-appointed receiver and not in its personal or corporate capacity, and without personal or corporate liability and Albert Gelman Inc. shall have no personal or corporate liability under or as a result of this Agreement. The term "Receiver" as used in this Agreement shall have no inference or reference to the present registered owner of the Purchased Assets.

### **37. CONFIDENTIALITY**

The Purchaser agrees that all information and documents supplied by the Receiver 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 Receiver'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 Project Documents) shall forthwith be returned intact to the Receiver and no copies or details thereof shall be retained by the Purchaser or anyone acting on its behalf. The Purchaser further agrees that unless and until the terms of this Agreement become public knowledge in connection with an application to the Court for approval of the Agreement and/or the Vesting Order, the Purchaser shall keep such terms 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.

### **38. Reliance Letter(s)**

With respect to the Phase I and Phase II Environmental Site Assessment Reports and other environmental, professional and/or other consulting report(s) related to the Purchased Assets (the "Reports") to be delivered to the Purchaser as part of the Property Documents, the Vendor shall not oppose and shall support any requests made by the Purchaser to consultants to deliver reliance letters to the Purchaser confirming that the Purchaser and its successors and assigns are entitled to rely on and use such Reports.

### **38. SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns.

**39. TIME FOR ACCEPTANCE**

The offer to purchase comprising this Agreement shall be irrevocable by the Purchaser and open for acceptance by the Receiver until 5:00 p.m. (Toronto time) on ~~January 23<sup>rd</sup>~~ January 23<sup>rd</sup>, 2019 (the "Irrevocable Date"), after which time, if this Agreement is not accepted by the Receiver, then the said offer to purchase in this Agreement shall be null and void and of no further force and effect, and the Deposit shall be returned to the Purchaser, forthwith and without deduction.

DATED as of the date first mentioned above.

**PURCHASER:**

**MUCI ACQ INC.**

Per:  \_\_\_\_\_

Per:  \_\_\_\_\_

*I/we have authority to bind the Corporation*

\*\*\*\*\*

The Receiver hereby accepts the foregoing offer to purchase and its terms and agrees with the Purchaser to duly complete the transaction contemplated thereunder.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2019

**ALBERT GELMAN INC.**

Per: \_\_\_\_\_

Name: Bryan Gelman, *in its capacity as equitable receiver and receiver in aid of execution, and not in its personal or corporate capacity, and without personal or corporate liability*

Title:

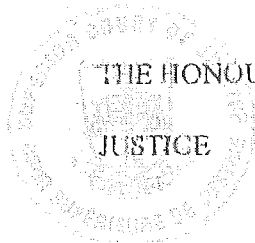
*I have authority to bind the Corporation*

**Schedule "A"**

**Appointment Order**

Court File No. CV-13-10204-00CL  
Court File No. CV-14-10403-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**



THE HONOURABLE  
JUSTICE

*HAINES*

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*TUESDAY*, THE *22<sup>ND</sup>*  
DAY OF *MAY*, 2018

IN THE MATTER OF AN APPLICATION PURSUANT TO THE  
RECIPROCAL ENFORCEMENT OF JUDGMENTS ACT, R.S.O. 1990, c.  
R.5

AND IN THE MATTER OF AN AMENDED ORDER OF THE SUPREME  
COURT OF NOVA SCOTIA ISSUED MARCH 22, 2013

BETWEEN:

ESTATE OF MARLA BENNETT, MICHAEL BENNETT,  
LINDA BENNETT and LISA BENNETT

Plaintiffs

and

ISLAMIC REPUBLIC OF IRAN and  
IRANIAN MINISTRY OF INFORMATION AND SECURITY

Defendants

and

THE ATTORNEY GENERAL FOR CANADA

Intervener

AND BETWEEN:

EDWARD TRACY, by his Litigation Guardian Charles Murphy, ELIZABETH  
CICCIPPIO-PULEO, estate of HELEN FAZIO, estate of DOMENIC CICCIPPIO,  
DAVID B. CICCIPPIO, ERIC R. CICCIPPIO, RICHARD DENNIS CICCIPPIO,  
THOMAS J. CICCIPPIO, estate of PAUL V. CICCIPPIO, ALLEN JOHN  
CICCIPPIO, estate of ROSE ABELL, ANTHONY CICCIPPIO, estate of  
ALEXANDER CICCIPPIO, NICHOLAS B. CICCIPPIO and estate of JOSEPH J.  
CICCIPPIO JR.

Applicants

and

THE IRANIAN MINISTRY OF INFORMATION AND SECURITY,  
THE ISLAMIC REPUBLIC OF IRAN and  
THE IRANIAN REVOLUTIONARY GUARD CORP.

Respondents

**ORDER**

WHEREAS between 2003 and 2007 the Applicants and Plaintiffs obtained judgments against the Respondents, The Iranian Ministry of Information and Security ("MIS"), the Islamic Republic of Iran ("Iran") and The Iranian Revolutionary Guard Corp. (the "Revolutionary Guards"), in the United States District Court for the District of Columbia (the "US Judgments");

AND WHEREAS by order made March 22, 2013, Roberston J. of the Nova Scotia Supreme Court recognized the Applicants' US Judgments and made them an order of the Supreme Court of Nova Scotia;

AND WHEREAS by Order made May 22, 2013, Chapnik J. of the Ontario Superior Court of Justice ordered that the Nova Scotia Order be registered as an Order of the Ontario Superior Court of Justice (the "Tracy Recognition Order") pursuant to the *Reciprocal Enforcement of Judgments Act*, R.S.O. 1990, c. R.5;

AND WHEREAS recognition proceedings were also started in the Ontario Superior Court of Justice Court in 2012 by the Estate of Marla Bennett (CV-12-463434) which resulted in the granting of a *Mareva* injunction to restrain Iran/MIS from dissipating 290 Sheppard Avenue West, Toronto and 2 Robinson Avenue, Ottawa (hereinafter collectively referred to as the "Properties") which injunction was expanded to include the registered owners of the Sheppard Avenue and Robinson properties, Farhangeiran Inc. and The Mobin Foundation, respectively;

AND WHEREAS by Order dated March 17, 2014 Justice D.M. Brown, as he then was, ordered and declared that the Properties are beneficially owned by Iran and that the Sheriffs of

the City of Toronto and City of Ottawa are to enforce the Applicants' Writs of Seizure and Sale as against the Properties;

**AND WHEREAS** by Order dated June 9, 2016 Justice Hainey ordered and declared that the Plaintiffs' US Judgments be recognized as an Order of the Ontario Superior Court of Justice (the "**Bennett Recognition Order**") pursuant to the *Justice for Victims of Terrorism Act*, S.C. 2012, c. 1, s. 2, that a Writ of Seizure and Sale be issued in the Bennetts' favour, and that it be enforceable against the Properties;

**THIS MOTION** made by the Plaintiffs/Applicants for an Order pursuant section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "**CJA**"), and Rules 37, 41 and 60 of the *Rules of Civil Procedure*, appointing Albert Gelman Inc. as equitable receiver and receiver in aid of execution (the "**Receiver**"), without security, of the Properties beneficially owned by Iran (the "**Debtor**"), on the terms set out below, was heard this day at 330 University Avenue, Toronto, Ontario.

**ON READING** the affidavit of John Adair sworn May 17, 2018 and the exhibits thereto, and on hearing the submissions of counsel for the Plaintiffs/Applicants, no one appearing for the Defendants/Respondents although duly served as appears from the affidavit of service of Alex Fidler-Wener sworn May 22, 2018, and on reading the consent of Albert Gelman Inc. to act as the Receiver,

#### **SERVICE**

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

#### **APPOINTMENT**

2. **THIS COURT ORDERS** that pursuant to section 101 of the CJA and Rules 37, 41 and 60 of the *Rules of Civil Procedure*, Albert Gelman Inc. is hereby appointed Receiver, without security, of the following properties beneficially owned by the Debtor:

- (a) PT LT 3 PL 2069 TWP OF YORK AS IN TB862589; TORONTO (N YORK) CITY OF TORONTO, PIN NO. 10146-0396 (LT) and municipally known as 290 Sheppard Avenue West, Toronto, ON (hereinafter the "Sheppard Property"), with legal title being held in the name of Farhangeiran Inc.;
- (b) PCL F-29, SEC NP-DRF; PT LT F, CON DRF, (OPENED BY BYLAW 20-80, REGISTERED AS NO. 227761 AND CLOSED BY BYLAW 217-92 REGISTERED AS NO. 793055) BEING PT 1, 4R1130, PIN No. 04204-0243 (LT) and municipally known as 2 Robinson Avenue, Ottawa, ON, with legal title being held in the name of The Mobin Foundation;
- (c) PCL F-2, SEC NP-DRF; PT LT F, CON DRF, PT 6 4R7763; S/T CERTAIN RESTRICTIONS CONTAINED WITHIN THE ORIGINAL PATENT FROM THE CROWN, PIN No. 04204-0245 (LT) and municipally known as 2 Robinson Avenue, Ottawa, ON, with legal title being held in the name of The Mobin Foundation;
- (d) PART OF LOT F, CON D, RIDEAU FRONT, BEING PARTS 3 AND 4 ON PLAN 5R-14667, PART OF WHICH BEING PART OF HURDMAN ROAD OPENED BY BYLAW NS79171 AND CLOSED BY BYLAW N633492 AND PART 41, PL 4R-299 LYING EAST OF PART 1 ON PL 5R-10234 AND PART 1 ON PL 4R-11899, PIN No. 04204-0267 (LT) and municipally known as 2 Robinson Avenue, Ottawa, ON, with legal title being held in the name of The Mobin Foundation; AND
- (e) PART OF LOT F, CON D, RIDEAU FRONT, BEING PARTS 11 AND 12 ON PLAN 4R-598, SAVE AN EXCEPT PART 1 ON PLAN 4R-5541 AND PART 1 ON PLAN 4R-1022, PIN No. 04204-0270 (LT) and municipally known as 2 Robinson Avenue, Ottawa, ON, with legal title being held in the name of The Mobin Foundation (collectively with the properties described in paragraphs 2(b), 2(c) and 2(d), the "Robinson 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 Sheppard Property and Robinson Property (collectively, the "Properties").
4. THIS COURT ORDERS that 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, in respect of the Properties:
  - (a) to take possession of and exercise control over the Properties and any and all proceeds, receipts and disbursements arising out of or from the Properties;
  - (b) to receive, preserve, and protect the Properties, 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 in respect of the Properties, 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 in relation to the Properties;
  - (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;
  - (f) to receive and collect all monies and accounts now owed or hereafter owing and to exercise all remedies in collecting such monies;

- (g) to settle, extend or compromise any indebtedness owing in respect of the Properties;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Properties 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 Properties 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 Properties, including advertising and soliciting offers in respect of the Properties 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 Properties or any part or parts thereof out of the ordinary course of business, with the approval of this Court.
- (l) to apply for any vesting order or other orders necessary to convey the Properties or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such the Properties;
- (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 Properties 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 Properties against their title;
- (o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof;

- (p) to enter into agreements with any trustee in bankruptcy who may be appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any of the Properties;
- (q) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations, including without limitation, undertaking a review of any documentation that may be located at the Properties and to report to the Court in the event the Receiver discovers information it opines may assist in enforcing the Tracy and Bennett Recognition Orders;
- (r) in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtor, and without interference from any other Person; and
- (s) if the Receiver deems it necessary, it may exercise any of its powers set forth herein with the assistance of the local police authorities and/or the RCMP.

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

5. THIS COURT ORDERS that (i) the Debtor, (ii) The Mobin Foundation, (iii) Farhangeiran Inc., (iv) all of their respective current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (v) 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 grant immediate and continued access to the Properties to the Receiver, and shall deliver possession of the Properties to the Receiver upon the Receiver's request.
6. 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 Properties, 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.

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

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

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 PROPERTY**

9. THIS COURT ORDERS that no Proceeding against or in respect of the Properties 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 Properties 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 Receiver, or affecting the Properties, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court and further provided that nothing in this paragraph shall (i) empower the Receiver to carry on any business, (ii) exempt the Receiver 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 relation to the Properties, 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 in respect of the Properties are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating such oral or written agreements without the Receiver's written consent, 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 in relation to the Properties such as but not limited to hydro deposits and rents, if any, and from the sale of all or any of the Properties 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.

#### **PIPEDA**

14. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Properties and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Properties (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 of the Properties shall be entitled to continue to use the personal information provided to it, and related to the Properties purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

#### **LIMITATION ON ENVIRONMENTAL LIABILITIES**

15. THIS COURT ORDERS that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "Possession") of any of the Properties 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 Properties within the meaning of any Environmental Legislation, unless it is actually in possession.

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

16. THIS COURT ORDERS that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded to the Receiver by section 14.06 of the *Bankruptcy and Insolvency Act* (the "BIA") or by any other applicable legislation.

#### **RECEIVER'S ACCOUNTS**

17. THIS COURT ORDERS that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, 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 Properties, 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 Properties 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), of the BIA.

18. THIS COURT ORDERS that should the fees of the Receiver and counsel to the Receiver exceed the retainer funds provided to them, the Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

19. THIS COURT ORDERS that prior to the passing of its accounts, if same becomes necessary, 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, if applicable.

#### **FUNDING OF THE RECEIVERSHIP**

20. THIS COURT ORDERS that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$150,000.00 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "Receiver's Borrowings Charge") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.
21. THIS COURT ORDERS that neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.
22. THIS COURT ORDERS that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "Receiver's Certificates") for any amount borrowed by it pursuant to this Order.
23. THIS COURT ORDERS that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

#### SERVICE AND NOTICE

24. THIS COURT ORDERS that the E-Service Protocol of the Commercial List (the "Protocol") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall

constitute an order for substituted service pursuant to Rule 16.04 of the *Rules of Civil Procedure*. Subject to Rule 3.01(d) of the *Rules of Civil Procedure* and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL <http://www.albertgelman.com/corporate-solutions/other-engagements/>.

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

#### GENERAL

26. 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.
27. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.
28. THIS COURT ORDERS that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect

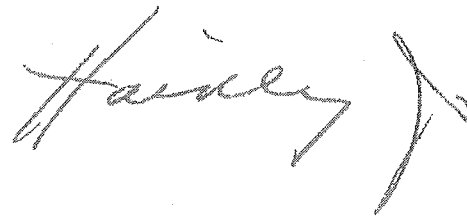
of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

29. THIS COURT ORDERS that the Plaintiff shall have its costs of this motion, up to and including entry and service of this Order on a substantial indemnity basis, ~~to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.~~ ~~amount of \$1,000,000 (including HST and disbursements),~~ to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.

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

31. THIS COURT ORDERS that service on Farhangewan Inc. and The Mobin Foundation with respect to any future proceedings in connection with this Receivership shall be made and effective pursuant to this Court's Orders dated April 12, 2013 (Justice Moore), June 26, 2013 (Justice Green), and June 23, 2014 (Justice DM Brown).

32. THIS COURT ORDERS that service on the Defendants / Respondents with respect to any future proceedings in connection with this Receivership shall be made and effective by email to counsel Stevenson Whetton Macdonald & Swan LLP, cstevenson@stevensonslaw.net.



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

MAY 22 2018

PER / PAR:



SCHEDULE "A"

RECEIVER CERTIFICATE

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

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

I. THIS IS TO CERTIFY that [RECEIVER'S NAME], the receiver (the "Receiver") of the assets, undertakings and properties [DEBTOR'S NAME] acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (collectively, the "Property") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated the \_\_\_ day of \_\_\_\_\_, 20\_\_ (the "Order") made in an action having Court file number \_\_\_-CL-\_\_\_\_\_, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$\_\_\_\_\_, being part of the total principal sum of \$\_\_\_\_\_ which the Receiver is authorized to borrow under and pursuant to the Order.

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

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

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

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

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

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

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

[RECEIVER'S NAME], solely in its capacity  
as Receiver of the Property, and not in its  
personal capacity

Per: \_\_\_\_\_

Name:

Title:

THE ESTATE OF MARLA BENNETT, et al. -and- THE ISLAMIC REPUBLIC OF IRAN, et al. Court File No. CV-13-10204-00CL

EDWARD TRACY, et al. -and- THE ISLAMIC REPUBLIC OF IRAN, et al. Court File No. CV-14-10403-00CL

Plaintiffs / Applicants Defendants / Respondents

ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST

PROCEEDINGS COMMENCED AT  
TORONTO

ORDER

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Fax: 647.689.2059

Lawyers for the Plaintiffs / Applicants



**Schedule "B"**

**Approval and Vesting Order**

**Schedule "C"**

**Instruments to be Deleted from title to the Lands**

**Encumbrances to be Deleted from title to the Property by the Vesting Order**

**PIN 04204- 0267**

<b>Instrument</b>	<b>Date</b>	<b>Instrument Type</b>	<b>Party From</b>	<b>Party To</b>
OC1424698	October 31, 2012	Restrictions Order	Ontario Superior Court of Justice	Bennett, Michael Bennett, Linda Bennett, Lisa
OC1425794	November 2, 2012	Restriction Order	Ontario Superior Court of Justice	Bennett, Michael Bennett, Linda Bennett, Lisa
OC1997550	May 30, 2018	Application to Register Court Order	Ontario Superior Court of Justice	

**PIN 04204-0270**

<b>Instrument</b>	<b>Date</b>	<b>Instrument Type</b>	<b>Party From</b>	<b>Party To</b>
OC1424698	October 31, 2012	Restrictions Order	Ontario Superior Court of Justice	Bennett, Michael Bennett, Linda Bennett, Lisa
OC1425794	November 2, 2012	Restriction Order	Ontario Superior Court of Justice	Bennett, Michael Bennett, Linda Bennett, Lisa
OC1997550	May 30, 2018	Application to Register Court Order	Ontario Superior Court of Justice	

**PIN04204-0243**

<b>Instrument</b>	<b>Date</b>	<b>Instrument Type</b>	<b>Party From</b>	<b>Party To</b>
OC1424698	October 31, 2012	Restrictions Order	Ontario Superior Court of Justice	Bennett, Michael Bennett, Linda Bennett, Lisa

OC1425794	November 2, 2012	Restriction Order	Ontario Superior Court of Justice	Bennett, Michael Bennett, Linda Bennett, Lisa
OC1997550	May 30, 2018	Application to Register Court Order	Ontario Superior Court of Justice	

PIN 042040245

Instrument	Date	Instrument Type	Party From	Party To
OC1424698	October 31, 2012	Restrictions Order	Ontario Superior Court of Justice	Bennett, Michael Bennett, Linda Bennett, Lisa
OC1425794	November 2, 2012	Restriction Order	Ontario Superior Court of Justice	Bennett, Michael Bennett, Linda Bennett, Lisa
OC1997550	May 30, 2018	Application to Register Court Order	Ontario Superior Court of Justice	

## Schedule "D"

### Permitted Encumbrances

#### Assumed Encumbrances – unaffected by the Vesting Order

- Permitted Encumbrances (General)

The exceptions and qualifications set out in Section 44(1) (other than clause 11 thereof) of the *Land Titles Act* (Ontario), including the rights of any person who would, but for the *Land Titles Act*, be entitled to the land or any part of it through length of adverse possession, prescription, misdescription or boundaries settled by convention and any lease to which subsection 70(2) of the *Registry Act* applies.

Any inchoate lien for municipal realty taxes, public utility charges or other governmental charges or levies accrued but not yet due and payable or, if due and payable, are adjusted for on Closing.

Any and all interest (including liens, charges, adverse claims, security interests or other encumbrances) of any nature whatsoever now or hereafter claimed or held by Her Majesty the Queen in Right of Canada, Her Majesty the Queen in Right of any province of Canada, or by any other governmental department, agency or authority under or pursuant to any applicable legislation, statute or regulation and which do not, individually or in the aggregate materially impair the servicing, development, construction, operation, occupation, use, management, marketability or value of the Property.

Any municipal by-laws or regulations affecting the Property or its use, and any other municipal land use instrument including, without limitation, official plans and zoning and building by-laws, as well as decisions of the Committee of Adjustment or any other competent authority permitting variances therefrom and all applicable building codes provided same have in each case been complied with in all material respects to the Closing Date and which do not materially impair the use or operation of any part of the Property for the purposes for which it is being used as of the Acceptance Date.

Title defects or irregularities including any easements or rights of way in favour of any federal, provincial, municipal or other governmental bodies or regulatory authorities, any private or public utility, any railway company or any adjoining owner that do not, in the aggregate, materially impair the servicing, development, construction, operating, occupation, use, management, marketability or value of the Property.

Any subsisting reservations, limitations, provisos, conditions or executions, including royalties, contained in the original grant of the Property from the Crown.

Any interest of any nature whatsoever that are recorded under the *Railway Act* (Canada) or the *Railways Act* (Ontario).

Any and all licences, easements, rights-of-way, rights in the nature of easements and agreements with respect thereto including, without limitation, agreements, easements, licences, rights-of-way and interest in the nature of easements for sidewalks, public ways, sewers, drains, utilities, gas steam and water mains or electric light and power, or telephone and telegraphic conduits, poles, wires and cables provided each have been complied with in all material respects and do not, individually or in the

aggregate materially impair the servicing, development, construction, operation, occupation, use, management, marketability or value of the Property.

All applicable laws, including municipal, provincial or federal statutes, by laws, regulations or ordinances including any charge, trust, priority or preference given to or in favour of the Crown, Crown agents or municipalities pursuant thereto.

Those specific instruments more particularly set out below.

**PERMITTED ENCUMBRANCES (SPECIFIC)**

## Schedule "E"

### Legal Description

#### **PIN 042040267**

Part of Lot F, Concession D, Rideau Front, Geographic Township of Nepean, now in the City of Ottawa. Being Parts 3 & 4 on 5R-14667 Part of which being Part of Hurdman Road opened by Bylaw NS79171 & Closed by Bylaw N633492 and Part 41 on 4R-299 lying east of Part 1 on 5R -10234 & Part 1 on 4R-11899, Ottawa.

#### **PIN 042040270**

Part of Lot F, Concession D, Rideau Front, Geographic Township of Nepean, now in the City of Ottawa. Being Parts 11 & 12 on Plan 4R-598, Save & Except Part 1 on 4R-5541 & Part 1 on Plan 4R-1022. Subject to certain restrictions contained within the original patent from the Crown namely free access to the above for all vessels, boats & persons.

#### **PIN 042040243**

Parcel F-29, Section NP-DRF; Part of Lot F, Concession DRF, Rideau Front, Geographic Township of Nepean, now in the City of Ottawa, (Opened by Bylaw 20-80, Registered as No. 227761 and Closed By Bylaw 217-92 Registered as No 793055. Being Part 1, 4R-1130; Ottawa, Nepean.

#### **PIN 042040245**

Parcel F-2, Section NP-DRF; Being Part of Lot F, Concession D, Rideau Front, Geographic Township of Nepean, now in the City of Ottawa. Being Part 6 on 4R-7768, subject to certain restrictions contained within the original patent from the Crown namely free access to the above for all vessels, boats and persons.

**Schedule "F"**

**Purchaser's Environmental Indemnity Agreement**



## ENVIRONMENTAL INDEMNITY AGREEMENT

### WHEREAS:

- A. • (the “Purchaser”) has agreed to purchase the Purchased Assets pursuant to, and as such term is defined in, an agreement of purchase and sale (the “Purchase Agreement”) dated • between the Purchaser and Albert Gelman Inc., in its capacity as equitable receiver and receiver in aid of execution (the “Receiver”), appointed pursuant to the Order of the Honourable Mr. Justice Hainey of the Ontario Superior Court of Justice, Commercial List, dated May 22, 2018, without security, over the property beneficially owned by the Islamic Republic of Iran municipally known as 2 Robinson Avenue, Ottawa, Ontario (the “Property”), with legal title being held in the name of the Mobin Foundation, and the Receiver acts as Court-appointed receiver and not in its personal or corporate capacity, and without personal or corporate liability.
- B. The Receiver requires the Purchaser [ (if applicable) and • (collectively, the “Guarantor”) ] to execute an Environmental Indemnity Agreement as a prerequisite to Closing.

NOW THEREFORE, for good and valuable consideration, the parties agree as follows:

### 1. DEFINITIONS

- 1.1 All capitalized terms used but not hereinafter defined shall have the same meaning as that ascribed to them in the Purchase Agreement.
- 1.2 When used in this Agreement, the following words and expressions shall have the following meanings:
- (a) “Applicable Laws” means without limitation (whether in existence on the date of this Agreement or executed, promulgated or published after the date hereof), all applicable local, municipal, provincial, territorial and federal laws, by-laws, statutes, regulations, ordinances, rules, guidelines, policies, codes, standards, certificates, permits, licenses, administrative and judicial orders, judgments, decrees, approvals, directions and permits relating to, without limitation, the regulation, protection, preservation, or reclamation of the environment or natural resources or to human health and safety or to the management, presence, existence, release or handling of any Hazardous Materials as herein defined as well as common law or civil law as applicable.
  - (b) “Contiguous Property” means any property that becomes contaminated with Hazardous Materials coming from the Property or any other Property that contaminates the Property.
  - (c) “Hazardous Materials” means any contaminants, pollutants, substances or materials that, when released to the natural environment, could have the reasonable prospect of causing, at some immediate or future time, harm or degradation to the natural environment or risk to human health, whether or

not such contaminants, pollutants, substances or materials are or shall become prohibited, controlled or regulated by any Government Authority and any "contaminants", "dangerous substances", "hazardous materials", "hazardous substances", "hazardous wastes", "industrial wastes", "liquid wastes", "pollutants" and "toxic substances", all as defined in, referred to or contemplated in federal, provincial and/or municipal legislation, regulations, orders and/or ordinances relating to environmental, health and/or safety matters and, not to limit the generality of the foregoing, includes asbestos, urea formaldehyde foam insulation and mono- or poly-chlorinated biphenyl wastes;

- (d) "Indemnitor" means the Purchaser.
- (e) "Indemnitees" means each of Albert Gelman Inc., and its directors, officers, employees, shareholders, agents, heirs and attorneys.

## 2. INDEMNIFICATION

2.1 The Indemnitor agrees, at its sole expense, to protect, defend, indemnify, release and hold each Indemnitee harmless from and against any and all claims, demands, damages, losses (including actual loss in value), liens, whether registered or unregistered, liabilities (whether accrued, actual, latent or otherwise), penalties, fines, debts, suits, judgments, awards, administrative or judicial orders, actions, causes of action, proceedings, obligations, costs, charges, fees, expenses and amounts paid in settlement, of whatever kind or nature, (including costs for investigation, remediation, restoration, clean-up, treatment, monitoring, containment and removal (whether voluntarily or involuntarily incurred) relating in any way to Hazardous Materials, legal, accountants', engineers', consultants', contractors' and other professionals' and experts' fees and disbursements and solicitor, client/extra judicial costs), loss of use or decrease in value of the Property or any Contiguous Property, which accrue to or are made against or are incurred by any of the Indemnitees at any time after Closing, and, without limiting the generality of this provision, which arise directly or indirectly from, or are in any way connected with:

- (a) any misrepresentation or inaccuracy of representations and warranties contained in the Information Package relating to Hazardous Materials; and
- (b) the presence, discovery, investigation, remediation, restoration, treatment, monitoring, containment, removal and/or the clean-up of Hazardous Materials from the Property or any Contiguous Property onto which Hazardous Materials have migrated from the Property.

The Indemnitor acknowledges that as between the Indemnitors and the Indemnitees, the Indemnitors will be solely responsible for all expenses whether foreseen or unforeseen relating to the discovery, investigation, remediation, restoration, treatment, monitoring, clean up, containment or removal of Hazardous Materials from the Property, or from any Contiguous Property as a result of the release of

Hazardous Materials from the Property, and that the indemnity in this Article 2 shall cover all such expenses.

- 2.2 This Agreement shall continue in full force and effect after the Closing Date.
- 2.3 The Indemnitor acknowledges that the amount of its liability hereunder could exceed the entire amount paid by the Indemnitor for the Property.

### 3. MISCELLANEOUS

- 3.1 In the event that this Agreement is executed by more than one party as Indemnitors, the liability of such parties shall be on a joint and several basis.
- 3.2 This Agreement shall be binding upon and enure to the benefit of the Receiver and the Indemnitors and their respective heirs, legal representatives, successors (by amalgamation, reorganization or otherwise) and permitted assigns.
- 3.3 This Agreement shall be governed under the laws of the Province of Ontario and the laws of Canada applicable therein.
- 3.4 The parties hereto have expressly required that this Agreement and all documents, agreements and notices related thereto be drafted in the English language. *Les parties aux présentes ont expressément exigé que le présent contrat et tous les autres documents, conventions ou avis qui y sont afférents soient rédigés en langue anglaise.*

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed and delivered as of the \_\_\_\_ day of ●, 2018.

●

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

I have authority to bind the Corporation

●

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

I have authority to bind the Corporation.

SIGNED, SEALED AND DELIVERED )  
in the presence of )

\_\_\_\_\_)  
Witness )

●

\_\_\_\_\_

Schedule "G"

WAIVER

WAIVER OF LIABILITY AND ACKNOWLEDGEMENT OF RISK

("Waiver of Liability")

THIS SHALL CONFIRM that \_\_\_\_\_ (hereinafter referred to as the "Undersigned") has been advised by Albert Gelman Inc., in its capacity as equitable receiver and receiver in aid of execution (the "Receiver"), appointed pursuant to the Order of the Honourable Mr. Justice Hainey of the Ontario Superior Court of Justice, Commercial List, dated May 22, 2018, and/or its broker, Cushman Wakefield Ottawa Inc. (hereinafter referred to as "C&W"), that the structural framing, roof and ceiling of the buildings situated on or about the property at 2 Robinson Avenue, Ottawa, Ontario (the "Property"), are unsafe and that walking in any proximity to, or walking through any of the building(s) or lands is not recommended and entering the Property is done entirely at the risk of the Undersigned.

THE UNDERSIGNED acknowledges and confirms as follows:

- (a) that should he/she/it elect to walk through the Property they do so at their own risk and peril;
- (b) that he/she/it assumes full responsibility for any and all risk of bodily injury, including, without limitation, serious bodily injury, dismemberment, or death that may result from accessing the Property including risks caused by any negligent omission, negligent act or negligent conduct of the Receiver, C&W or anyone else for whom the Receiver or C&W is legally responsible for at law;
- (c) that this Waiver of Liability is intended to be interpreted as broad and inclusive as permitted by the laws of the Province of Ontario, and that if any portion of this Waiver of Liability that is held/rendered to be invalid by a court of law, it is agreed that the balance of the terms shall continue to be in full legal force and effect;
- (d) that he/she/it has read and voluntarily signs this Waiver of Liability and further agrees that no oral representations, statements, or inducements (apart from the opportunity to assess the Property) have been made; and
- (e) that he/she/it has had the opportunity to seek independent legal advice with respect to the terms set out in this Waiver of Liability and further agrees that the terms contained herein are fully understood.

In addition, the Undersigned and his/her/its successors and assigns, hereby agree to release and save and hold harmless the Receiver, C&W and any of the Receiver's or C&W's agents and employees from any and all costs, injury and damage that the Undersigned or any of its agents, employees or representatives may incur including, without limitation, any injury or damage to any person or property whatsoever, any of which caused by an activity, condition or event arising out of the Undersigned's election to walk through the Property. This Waiver of Liability clause shall be binding upon the Undersigned, the Undersigned's heirs, successors, personal representatives and assigns.

The Undersigned hereby further agrees to indemnify and save the Receiver, C&W and any of the Receiver's or C&W's agents and employees harmless against any and all liability for any claims, losses, damages, injury, death or expense that either the Receiver or C&W may suffer, whether directly or indirectly, and in any way related to the Undersigned or any of its agents, employees or representatives being granted access, accessing or walking through the Property.

The Undersigned confirms that this Waiver of Liability agreement shall be governed by and construed under the laws of the Province of Ontario and jurisdiction shall be vested exclusive in the Ontario Superior Court of Justice.

The Undersigned acknowledges and confirms that he/she/it is voluntarily executing this Waiver of Liability.

DATED at \_\_\_\_\_ this      day of      , 2019.

\_\_\_\_\_  
Print Name:

# Appendix “F”

## AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT dated as of the 10th day of January , 2019

BETWEEN:

ALBERT GELMAN INC., in its capacity as equitable receiver and receiver in aid of execution (the "Receiver"), appointed pursuant to the Order of the Honourable Mr. Justice Hailey of the Ontario Superior Court of Justice, Commercial List, dated May 22, 2018 (the "Appointment Order"), without security, over the property beneficially owned by the Islamic Republic of Iran (the "Debtor") municipally known as 2 Robinson Avenue, Ottawa, Ontario (the "Property"), with legal title being held in the name of the Mobin Foundation ("Mobin"), and the Receiver acts as Court-appointed receiver and not in its personal or corporate capacity, and without personal or corporate liability.

- and -

561121 Ontario Inc., a corporation incorporated and existing under the laws of the province of Ontario (the "Purchaser")

WITNESSES THAT in consideration of the mutual agreements contained in this Agreement, the receipt and sufficiency of which is acknowledged by each of the Receiver and the Purchaser, the Receiver and the Purchaser hereby agree as follows:

### 1. DEFINITIONS AND SCHEDULES

In this Agreement, unless the context clearly indicates otherwise, the following terms shall have the following meanings:


- a. "Acceptance Date" means the date on which this Agreement is fully executed by both the Receiver and the Purchaser and delivered to each other;
- b. "Act" means, for purposes of Section 17 hereof only, the *Excise Tax Act* (Canada);
- c. "Adjustments" shall have the meaning ascribed thereto in Section 4 hereof;
- d. "Agreement" means this agreement of purchase and sale executed by the Purchaser and accepted by the Receiver, together with the attached schedules;
- e. "Approval and Vesting Order" shall have the meaning ascribed thereto in Subsection 14(a) hereof;

- f. **"Buildings"** means the buildings, improvements, installations and fixtures of every nature and kind situate in, on and/or over the Lands;
- g. **"Business Day"** means any day other than a Saturday or a Sunday or a statutory holiday in the Province of Ontario;
- h. **"Claims"** means any and all claims, demands, complaints, grievances, actions, applications, suits, causes of action, orders, charges, indictments, prosecutions or other similar processes, assessments or reassessments, judgments, debts, liabilities, expenses, costs, damages or losses, contingent or otherwise, whether liquidated or unliquidated, matured or unmatured, disputed or undisputed, contractual, legal or equitable, including loss of value, professional fees, including solicitor and client costs and disbursements, and all costs incurred in investigating or pursuing any of the foregoing or any proceeding relating to any of the foregoing, related to the Debtor or the Purchased Assets, and **"Claim"** means any one of them;
- i. **"Closing"** shall have the meaning ascribed to it in Section 7 hereof;
- j. **"Closing Documents"** means the documents required to complete the transaction contemplated by this Agreement;
- k. **"Court"** means the Ontario Superior Court of Justice (Commercial List);
- l. **"Court Order"** means the order of the Honourable Justice Hailey dated the 22nd day of May, 2018 respecting Court File Numbers CV-13-10204-00CL and CV-14-10403-00CL, whereby, amongst other things, the Receiver, was appointed receiver of the Purchased Assets and was given authority to sell, convey, transfer, lease or assign the Purchased Assets or any part or parts thereof in accordance with the terms of the Court Order, a copy of which Court Order is attached as **Schedule "A"**;
- m. **"Damages"** shall have the meaning ascribed to it in Subsection 15(h) hereof;
- n. **"Date of Closing"** or **"Closing Date"** shall have the meaning ascribed to it in Section 7 hereof;
- o. **"Debtor"** means Islamic Republic of Iran;
- p. **"Deposit"** shall have the meaning ascribed to it in Subsection 3(a) hereof;
- q. **"Due Diligence Date"** has the meaning ascribed to it in Section 5 hereof;
- r. **"DRA"** shall have the meaning ascribed to it in Subsection 8(a) hereof;
- s. **"Encumbrances"** means all liens, charges, security interests, pledges, leases, offers to lease, title retention agreements, mortgages, restrictions on use, development or similar agreements, easements, rights-of-way, title defects, options or adverse claims or encumbrances of any kind or character whatsoever;



- t. "Environmental Law" means any and all applicable international, federal, provincial, state, municipal or local laws, by-laws, statutes, regulations, treaties, orders, judgments, decrees, ordinances, official directives and all authorizations relating to the environment, occupational health and safety, health protection or any Hazardous Materials and any laws including written policies and guidelines and directives, administrative rulings or interpretations, that are in effect and applicable to the Receiver on the Execution Date and the Closing Date, as well as the common law and any judicial or administrative order, consent decree or judgment that is in effect and applicable to the Receiver on the Execution Date and the Closing Date, that relates to pollution or the protection of the environment, including, without limitation, the *Atomic Energy Control Act* (Canada), the *Canadian Environmental Protection Act* (Canada), the *Pest Control Products Act* (Canada), the *Transportation of Dangerous Goods Act* (Canada), the *Environmental Protection Act* (Ontario), the *Environmental Assessment Act* (Ontario) and the *Ontario Water Resources Act* (Ontario), and the regulations and guidelines promulgated pursuant thereto or issued by any Governmental Authority in respect thereof, and equivalent or similar local and provincial ordinances and statutory programs and the regulations and guidelines promulgated pursuant thereto;
- u. "First Deposit" shall have the meaning ascribed to it in Subsection 3(a) hereof;
- v. "Government Authority" means any person, body, department, bureau, agency, board, tribunal, commission, branch or office of any federal, provincial or municipal government having or claiming to have jurisdiction over part or all of the Purchased Assets, the transaction contemplated in this Agreement and/or one or both of the parties hereto and shall include a board or association of insurance underwriters;
- w. "Hazardous Materials" means any contaminants, pollutants, substances or materials that, when released to the natural environment, could have the reasonable prospect of causing, at some immediate or future time, harm or degradation to the natural environment or risk to human health, whether or not such contaminants, pollutants, substances or materials are or shall become prohibited, controlled or regulated by any Government Authority and any "contaminants", "dangerous substances", "hazardous materials", "hazardous substances", "hazardous wastes", "industrial wastes", "liquid wastes", "pollutants" and "toxic substances", all as defined in, referred to or contemplated in federal, provincial and/or municipal legislation, regulations, orders and/or ordinances relating to environmental, health and/or safety matters and, not to limit the generality of the foregoing, includes asbestos, urea formaldehyde foam insulation and mono- or poly-chlorinated biphenyl wastes;
- x. "HST" shall have the meaning ascribed thereto in Subsection 17(a) hereof;
- y. "ICA" shall have the meaning ascribed thereto in Subsection 11(c) hereof;
- z. "Lands" means the lands and premises legally described in PINs 04204-0267; 04204-0270; 04204-0243 and 04204-0245 (LT) and further described in Schedule "E" herein:

together with all easements, rights-of-way, privileges and appurtenances attaching thereto and enuring to the benefit thereof;



- aa. "Offer, "the Offer" or "this Offer" means the offer to purchase made by the Purchaser and contained in and comprised of this document;
- bb. "Permitted Encumbrances" means the permitted encumbrances appended as Schedule "D" hereto and as set out in the Approval and Vesting Order;
- cc. "Person" means any individual, partnership, limited partnership, limited liability company, joint venture, syndicate, sole proprietorship, company or corporation with or without share capital, unincorporated association, trust, trustee, executor, administrator or other legal personal representative, Governmental Authority or other entity however designated or constituted;
- dd. "Project Documents" means those documents respecting the Purchased Assets provided to the Purchaser through its online data room and otherwise prior to the date of the execution and delivery of this Agreement by the Purchaser, including (without limitation):
  - i. Phase I and Phase II Environmental Site Assessments Reports;
  - ii. any environmental, professional and/or other consulting report(s) related to the Property;
  - iii. existing survey for the Property; and
  - iv. realty tax assessments, notices and tax bills for the current calendar year.
- ee. "Purchase Price" shall have the meaning ascribed thereto in Section 3 hereof;
- ff. "Purchased Assets" means the Lands, the Buildings and the right, title and interest of the Debtor and Mobin and the Receiver;
- gg. "Purchaser" has the meaning given on the first page of this Agreement;
- hh. "Purchaser's Solicitor" means •;
- ii. "Registry Office" shall have the meaning ascribed to it in Subsection 7(a) hereof;
- jj. "Second Deposit" shall have the meaning ascribed to it in Subsection 3(b) hereof;
- kk. "Statement of Adjustments" shall have the meaning ascribed to it in Subsection 14(b) hereof;
- ll. "Taxes" means all taxes, HST, land transfer taxes, charges, fees, levies, imposts and other assessments, including all income, sales, use, goods and services, harmonized, value added, capital, capital gains, alternative, net worth, transfer, profits, withholding, excise, real property and personal property taxes, and any related interest, fines and penalties, imposed by any Governmental Authority, and whether disputed or not;

- mm. "TERS" shall have the meaning ascribed to it in Subsection 8(a) hereof;
- nn. "Receiver" has the meaning given on the first page of this Agreement; and
- oo. "Receiver's Solicitor" means the firm of Lipman, Zener & Waxman LLP.

The following Schedules are attached to this Agreement and form an integral part hereof:

Schedule "A"	Appointment Order
Schedule "B"	Approval and Vesting Order
Schedule "C"	Instruments to be Deleted from title to the Lands
Schedule "D"	Permitted Encumbrances
Schedule "E"	Legal Description
Schedule "F"	Purchaser's Environmental Indemnity Agreement
Schedule "G"	Waiver of Liability and Acknowledgement of Risk

## 2. NATURE OF TRANSACTION

The Purchaser shall purchase and the Receiver shall sell the Purchased Assets, upon and subject to the terms of this Agreement.

Other than the Purchased Assets, the Purchaser is not assuming, and shall not be deemed to have assumed any liabilities, obligations or commitments of the Debtor, Mobin or the Receiver or of any other Person, whether known or unknown, fixed or contingent or otherwise.

## 3. PURCHASE PRICE

The aggregate purchase price (the "**Purchase Price**") for the Purchased Assets shall be the sum of Twelve Million Five Hundred Thousand **Dollars in Canadian funds (\$12,500,000)**. The Purchase Price shall be paid, accounted for and satisfied as follows:

- a. As part of the Purchase Price, the sum of One Hundred Thousand Dollars in Canadian funds (\$100,000.00) (the "**First Deposit**") and together with the Second Deposit, the "**Deposit**") shall be paid by the Purchaser by wire transfer to the Receiver's Solicitor, in trust, and the First Deposit is to be made within two (2) Business Days following the Acceptance Date and delivery of this Agreement by the Purchaser, which First Deposit shall be held by the Receiver's Solicitor, in trust, in accordance with the terms of this Agreement.
- b. As part of the Purchase Price, the further sum of Two Hundred and Fifty Thousand Dollars in Canadian Funds (\$250,000.00) (the "**Second Deposit**") shall be paid by the Purchaser by wire transfer to the Receiver's Solicitor, in trust, representing the balance of the Deposit within three (3) Business Days following the Purchaser's waiver or satisfaction of the condition contained in Section 5 herein, which Second Deposit shall be held by the Receiver's Solicitor, in trust, in accordance with the terms of this Agreement.

*Q*

- c. The balance of the Purchase Price shall be paid on the Closing Date, by wire transfer to the Receiver's Solicitor, in trust, subject only to the Adjustments set out in Section 4.
- d. The First Deposit shall be held by the Receiver's Solicitor in trust, as a deposit pending Closing or termination of this Agreement. Subject only to the terms of this Agreement, the First Deposit is to be credited on account of the Purchase Price upon completion of the transaction contemplated in this Agreement. In the event that this Agreement is terminated for any reason whatsoever other than the default of the Purchaser, subject to the Damage Deduction as set out in Section 33 herein, the Deposit shall be returned to the Purchaser forthwith, without interest or deductions.
- e. The Second Deposit shall be held by the Receiver's Solicitor in trust, as a deposit pending Closing or termination of this Agreement. Subject only to the terms of this Agreement, the Deposit is to be credited on account of the Purchase Price upon completion of the transaction contemplated in this Agreement. In the event that this Agreement is terminated for any reason whatsoever other than the default of the Purchaser, the Deposit shall be returned to the Purchaser forthwith, without interest or deduction.

#### 4. CLOSING AND POST-CLOSING ADJUSTMENTS

The completion of the transaction contemplated herein shall be completed on the Closing Date; the Receiver will bear and pay all expenses related to the Purchased Assets prior to the Closing Date and the Purchaser will bear and pay all expenses related to the Purchased from and after and including the Closing Date. The Date of Closing will be for the Purchaser's account both as to revenue and expense. The Receiver and the Purchaser shall adjust the Purchase Price on the Date of Closing in respect of the following items (the "Adjustments"):

- a. utilities and fuel accounts and/or deposits (if applicable);
- b. water and sewer rates and charges; and
- c. realty taxes.

If the final cost or amount of an item that is to be adjusted cannot be determined at Closing, then an initial adjustment for such item shall be made at Closing, such amount to be estimated by the Receiver, acting reasonably, as of the Closing Date on the basis of the best evidence available at the Closing as to what the final cost or amount of such item will be. In each case, when such cost or amount is determined, the Receiver or Purchaser, as the case may be, shall provide a complete statement thereof to the other and the Receiver and Purchaser shall make a final adjustment as of the Closing Date for the item in question and such determination is to be made as soon as possible following Closing Date and in any event prior to the 7<sup>th</sup> Business Days following Closing Date. In the absence of agreement by the parties, the final cost or amount of an item shall be determined by an accountant or such other financial professional appointed jointly by the Receiver and the Purchaser, with the cost of such accountant's or other financial professional's determination being shared equally between the parties. All re-adjustments shall be requested in a detailed manner on or before the 7<sup>th</sup> Business Day after the Closing Date, after which time neither party shall have any right to request re-adjustment.




## 5. DUE DILIGENCE DATE

The obligation of the Purchaser to complete this Agreement shall be subject to the following conditions (provided that these conditions are for the sole benefit of the Purchaser and may be waived in whole or in part by the Purchaser by written notice to the Receiver prior to the applicable date for the satisfaction of each condition):

- (a) This Agreement shall be conditional for ninety (90) days after the date the Receiver executes and accepts this Purchase Agreement and notifies the Purchaser it has done so, (“**Due Diligence Date**”), for the Purchaser to satisfy itself, in its sole discretion, with respect to all matters as to financing, soil conditions, environmental status of the Property, structural condition of the Buildings located on the Land, the condition of building systems, the leases being assumed, and as to the result of any other inspections or tests that the Purchaser may deem necessary in its discretion. This condition is inserted for the benefit of the Purchaser and may be waived by it in writing in whole or part at any time prior to the expiry of the Due Diligence Date.
  
- (b) The Purchaser shall be granted access to the Property provided that the Purchaser and the Purchaser’s authorized representatives execute a Waiver of Liability and Acknowledgement of Risk in the form attached hereto as Schedule “G” acknowledging the access risk and danger to life or/and property before being granted access to the Property, and said access shall at all times be during regular business hours. The Receiver agrees to allow Purchaser and Purchaser’s authorized representatives reasonable access to the Property following execution of this Agreement and the Waiver of Liability and Acknowledgement of Risk during normal business hours, from time to time upon reasonable prior notice, until the Due Diligence Date, and hereby authorizes the Purchaser to carry out such reasonable tests and inspections thereof as the Purchaser deems necessary, providing such inspections shall not unduly interfere with the use and occupation of the Property. The tests and inspections which the Purchaser may elect to conduct shall include, without limitation:
  - (i) Soil, ground-water and environmental tests;
  - (ii) Surveys, measurements, structural testing;
  - (iii) Taking samples where reasonable to do so;
  - (iv) Test for Hazardous Materials, and
  - (v) Examining the Property and Buildings.

All such tests and inspections will be carried out only on reasonable prior written notice to the Receiver and in the presence of a representative of the Receiver or its delegates (if Receiver so desires). Purchaser covenants and agrees with the Receiver to be fully responsible to repair or pay the cost of repair of any damage occasioned during and resulting from inspection and tests of the Property conducted by or on behalf of Purchaser and to return the Property to the condition same as it was in immediately prior to such inspections and tests. Purchaser covenants and agrees to indemnify and save harmless Receiver from and against all losses, costs, claims, damages, expenses (including legal costs on a substantial indemnity basis) which the Receiver may suffer or incur as a result of the inspection and tests to the Property by the Purchaser. The Receiver will not consent or permit any Municipal or Governmental Authority to carry out any inspections whatsoever. The provisions hereof shall survive closing or other termination of this Agreement.



All inspections and tests shall be done at the Purchaser's risk and expense with the Receiver's prior approval and supervision.

The Conditions are inserted for the sole benefit of the Purchaser and may be satisfied or waived, by notice in writing to the Receiver, in the sole, absolute, unfettered and unqualified discretion of the Purchaser at any time during the Due Diligence Period. These Conditions shall not be conclusively deemed to have been satisfied unless the Purchaser delivers to the Receiver, during the Due Diligence Period, a notice in writing that such Conditions have been satisfied or waived. If the conditions set out in this Section 5 are not satisfied or waived as provided in this Section 5, then the First Deposit and all interest thereon shall be returned to the Purchaser forthwith upon the expiry of the Due Diligence Period, subject to the Damage Deduction as set out in Section 33 herein, if applicable, and this Agreement shall terminate and (subject to any provisions of this Agreement which are stated to survive the termination of this Agreement) neither party hereto shall have any claims against the other party hereto or any further obligation to the other arising out of this Agreement.

If Purchaser does not notify Receiver in writing that the conditions contained in this Agreement for the benefit of the Purchaser has been satisfied by it on or prior to the Due Diligence Date, this Agreement will become null and void and neither Party shall have any further obligation to the other hereunder, save as herein specifically provided.

## 6. TERMS OF PURCHASE

- a. **Purchaser's Acknowledgements:** Save as otherwise provided herein, the Purchaser hereby acknowledges and agrees as follows:
- i. it is relying entirely upon its own investigations and inspections in entering into this Agreement and has satisfied itself with respect to such investigations and inspections;
  - ii. there is no representation, warranty or condition, express or implied, statutory or otherwise of any kind as to the Purchased Assets including, without limitation, that the present use or future intended use by the Purchaser of the Purchased Assets is or will be lawful or permitted and/or relating in any way to the condition or state of repair of the Buildings or to title, outstanding liens or charges, assignability, amount owing, description, fitness for purpose, collectability, merchantability, quantity, condition, defect (patent or latent), value, quality thereof, any requirement for licenses, permits, approvals, consents for ownership, occupation or use or in respect of any other matter or thing whatsoever;
  - iii. it is purchasing the Purchased Assets on an "as is where is" 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 authority, the structural integrity of the Buildings, together with any other improvements on the Lands;



- iv. the Receiver shall have no liability or obligation with respect to the value, state or condition of the Purchased Assets, whether or not the matter is within the Receiver's knowledge;
- v. any information provided by the Receiver describing the Purchased Assets has been prepared solely for the convenience of prospective purchasers and is not warranted to be complete or accurate or correct and none of such information forms a part of this Agreement;
- vi. other than as set out in Section 4 of this Agreement, no adjustment shall be allowed to the Purchaser for changes to the Purchased Assets from the date this Agreement is executed by each of the parties hereto;
- vii. the Receiver shall not be required to furnish or produce any document, record or evidence of title with respect to the Purchased Assets, except those in its possession, which have already been reviewed and accepted by the Purchaser; and
- viii. the Receiver has made no representations or warranties with respect to or in any way related to the Lands and Buildings including without limitation, the following:
  - A. the environmental state of the Lands, the existence, nature, kind, state or identity of any Hazardous Materials on, under, or about the Lands, 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 any Environmental Laws, or any other statute, regulation, rule or provision of law nor the existence, state, nature, kind, identity, extent and effect of any liability to fulfil any obligation with respect to the environmental state of the Lands including, without limitation, any obligation to deal with any discharge of any Hazardous Materials on, under or about the Lands and any potential future 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 Materials whether on, under or about the Lands or elsewhere;
  - B. the existence, validity, terms and conditions of any licenses, permits, consents or other regulatory approvals relating to or in any way connected with the Lands and Buildings or any matter or thing arising out of or in any way connected therewith;
  - C. the conformity of the Lands and Buildings to past, current or future applicable zoning or building code requirements;
  - D. the existence of soil instability, past soil repairs, soil additions or conditions of soil fill;
  - E. the sufficiency of any drainage;



- F. whether the Lands are located wholly or partially in a flood plain or a flood hazard boundary or similar area;
- G. the existence or non-existence of underground storage tanks;
- H. any other matter affecting the stability or integrity of the Lands and Buildings;
- I. the availability of public utilities and services for the Lands and Buildings;
- J. the sufficiency or adequacy of any wells and water supply for irrigation or any other purpose; and/or
- K. the existence of zoning or building entitlements affecting the Lands;

The Purchaser further acknowledges that the Receiver is selling the Purchased Assets on an "as is where is" basis as they exist on the Date of Closing and that it has entered into this Agreement on the basis that the Receiver does not guarantee title to the Purchased Assets and that the Purchaser has conducted or will have conducted prior to Closing such inspections of the condition of and title to the Purchased Assets as it deemed appropriate and has satisfied itself with regard to these matters. Without limiting the generality of the foregoing, any and all conditions, warranties or representations expressed or implied pursuant to the *Sale of Goods Act* (Ontario) or similar legislation do not apply to this transaction of purchase and sale and have been waived by the Purchaser.

- b. **Title and Other Requisitions.** The Purchaser acknowledges that it shall, at its own expense, examine title to the Lands and Buildings and satisfy itself as to the state thereof and shall accept title to the Lands and Buildings subject to the Permitted Encumbrances.
- c. **Title and Removal of Chattels.** The Purchaser hereby acknowledges and agrees that the Receiver does not warrant or represent that it has the authority to sell or transfer any of the existing chattels on the Lands or in the Buildings. The Receiver will not deliver a Bill of Sale or any title documentation and will make no adjustment of the Purchase Price with respect to any chattel. Notwithstanding that the Receiver is not selling or transferring any chattels to the Purchaser, the Purchaser acknowledges and agrees that there is no obligation on the Receiver to remove any chattels from the Lands and Buildings.
- d. **Leases, Licenses, Occupancy Agreements and Vacant Possession.** The Purchaser:
  - i. acknowledges that the encompassing area is approximately 5.6 ac site improved with a one and two storey building (approximately 17,127 sf) constructed on or about 1988 (former Iranian Cultural Centre);
  - ii. ~~acknowledges and agrees that on the Date of Closing it may not be entitled to vacant possession from the Receiver of the Lands or the Buildings and will accept the Lands or the Buildings subject to third parties that may, by virtue of the Leases, have the use of, be in occupancy of or in possession of the Lands or the Buildings. However, notwithstanding the foregoing, and notwithstanding anything else in this Agreement,~~

~~the Purchaser expressly reserves the right, both before and after Closing, at the Purchaser's own expense, to challenge the validity of the Leases; and~~

- iii-ii. acknowledges that, other than as set out in Section 4 of this Agreement, there shall be no adjustments whatsoever on the Closing Date with respect to any fees, rents, payments or consideration whatsoever relative to a third party's use, occupancy or possession of the Lands or the Buildings or relative to a third party having the entitlement to use, occupancy or possession of the Lands or the Buildings.

## 7. DATE OF CLOSING

30 Subject to the provisions of Sections 12 and 13 hereof, the transaction contemplated hereunder shall be completed (the moment of completion shall be referred to as "Closing") on the day which is the latter of ~~60~~ Days after waiver by the Purchaser of the conditions in Section 5 or ten (10) Business Days after the date upon which the Receiver obtains the Approval and Vesting Order (the "Date of Closing" or the "Closing Date"), unless the parties hereto otherwise agree to such other date in writing, on which closing date the purchaser shall have vacant possession of the Land and Buildings.

## 8. ELECTRONIC REGISTRATION

With respect to the electronic registration system ("TERS") operative in the relevant land registry office (the "Registry Office"), the following provisions shall apply:

- a. The Purchaser covenants and agrees to cause the Purchaser's Solicitor to enter into a document registration agreement with the Receiver's Solicitor in the form prepared by The Law Society of Upper Canada, which document version was adopted by the joint LSUC-CBAO Committee on Electronic Registration of Title Documents and which can be viewed at <http://www.lsuc.on.ca> (the "DRA"), establishing the procedures and timing for completing the transaction contemplated by this Agreement.
- b. The delivery and exchange of the Closing Documents:
  - i. shall not occur contemporaneously with the registration of the Approval and Vesting Order and other registerable documentation; and
  - ii. shall be governed by the DRA, pursuant to which the Receiver's Solicitor and Purchaser's Solicitor shall hold all Closing Documents in escrow, and will not be entitled to release them except in strict accordance with the provisions of the DRA.
- c. The Purchaser expressly acknowledges and agrees that the Receiver will not release the Approval and Vesting Order described in Section 14(a) of this Agreement for registration until the balance of funds due on Closing, in accordance with the terms of this Agreement, are remitted by personal delivery to the Receiver's Solicitor (or in such other manner as the Receiver or Receiver's Solicitor may direct) prior to the release of the Approval and Vesting Order for registration, which the Receiver's Solicitor will hold in escrow.

- d. Notwithstanding anything contained in this Agreement to the contrary, it is expressly understood and agreed by the parties hereto that an effective tender shall be deemed to have been made by the Receiver upon the Purchaser when the Receiver's Solicitor has:
- i. delivered all Closing Documents required to be delivered by the Receiver to the Purchaser pursuant to Section 14 hereof;
  - ii. advised the Purchaser's Solicitor in writing that the Receiver is ready, willing and able to complete the transaction contemplated by this Agreement in accordance with the terms and provisions of this Agreement; and
  - iii. completed all steps required by TERS to complete the transaction contemplated by this Agreement that can be performed or undertaken by the Receiver's Solicitor without the cooperation or participation of the Purchaser's Solicitor,

without the necessity of personally attending upon the Purchaser or the Purchaser's Solicitor with the Closing Documents, and without any requirement to have an independent witness evidencing the foregoing.

- e. Notwithstanding anything contained in this Agreement to the contrary, it is expressly understood and agreed by the parties hereto that an effective tender shall be deemed to have been made by the Purchaser upon the Receiver when the Purchaser's Solicitor has:
- i. delivered the balance due at Closing and all the Closing Documents required to be delivered by the Purchaser to the Receiver pursuant to Section 15 hereof;
  - ii. advised the Receiver's Solicitor in writing that the Purchaser is ready, willing and able to complete the transaction contemplated by this Agreement in accordance with the terms and provisions of this Agreement; and
  - iii. completed all steps required by TERS to complete this transaction contemplated by this Agreement that can be performed or undertaken by the Purchaser's Solicitor without the cooperation or participation of the Receiver's Solicitor,

without the necessity of personally attending upon the Receiver or the Receiver's Solicitor with the Closing Documents, and without any requirement to have an independent witness evidencing the foregoing.

- f. If through no fault of the Purchaser's Solicitor or the Receiver's Solicitor TERS is unavailable on the Date of Closing, then the transaction contemplated by this Agreement shall be completed in escrow in accordance with the terms of the DRA which shall apply until such time as TERS becomes available. Upon TERS becoming available, the Receiver's Solicitor shall advise the Purchaser's Solicitor forthwith and the parties shall arrange to complete the registration of the Approval and Vesting Order as expeditiously as possible, whereupon the escrow shall be released.
- g. In the event of any conflict or inconsistency between the terms of this Section 7 and the terms of the DRA, the terms of this Section 8 shall prevail.

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## 9. PRE-CLOSING RISK

The Purchaser acknowledges that the Purchase Price indicated herein, as consideration for the Purchased Assets, represents the land value exclusive of Buildings. The Purchaser further acknowledges that the Buildings are not insured by the Receiver and that in the event that the Buildings are destroyed either in whole or in part prior to the Closing Date that the Purchaser shall be required to close the transaction in accordance with the terms set out herein.

## 10. RECEIVER'S REPRESENTATIONS AND WARRANTIES

The Receiver represents and warrants to the Purchaser that, as at the date hereof:

- a. **Non-Residency.** The Receiver is not now and does not intend to become, prior to Closing, a non-resident of Canada within the meaning and purpose of Section 116 of the *Income Tax Act* (Canada); the Receiver is not now and does not intend to become, prior to Closing, an agent or a trustee of such non-resident;
- b. **Authority to Sell.** The Receiver has been duly appointed as receiver of the Purchased Assets by the Court Order and has full right, power and authority to market any or all of the Purchased Assets for sale and, subject to obtaining the Approval and Vesting Order prior to Closing; and on Closing the Receiver shall have the power and authority to sell, convey, transfer, lease or assign the Purchased Assets as a result of the Court Order, in accordance with and subject to the terms and conditions of this Agreement and the Approval and Vesting Order.

## 11. PURCHASER'S REPRESENTATIONS AND WARRANTIES

The Purchaser represents and warrants to the Receiver that, as at the Date of Closing:

- a. the Purchaser shall be a corporation duly incorporated, organized and validly subsisting under the laws of Ontario with all requisite corporate power, authority and capacity to execute and deliver and to perform each of its obligations pursuant to this Agreement; neither the execution of this Agreement nor the performance (such performance shall include, without limitation, the exercise of any of the Purchaser's rights and compliance with each of the Purchaser's obligations hereunder) by the Purchaser of the transaction contemplated hereunder will violate:
  - i. the Purchaser's articles of incorporation and by-laws;
  - ii. any agreement to which the Purchaser is bound or is a party;
  - iii. any judgment or order of a court of competent authority or any Government Authority; or
  - iv. any applicable law;

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- b. the Purchaser shall have taken all requisite corporate action required to be taken by it to authorize the execution and delivery of this Agreement and the performance of each of its obligations hereunder; and
- c. the Purchaser shall not be a "non-Canadian", as defined in the *Investment Canada Act* (Canada) ("ICA").

The Purchaser shall promptly deliver to the Receiver written notice specifying the occurrence or likely occurrence of any event which may result in any of the Purchaser's representations and warranties contained in this Agreement not being true as at Closing.

## 12. CONDITIONS OF CLOSING IN FAVOUR OF THE RECEIVER

The Receiver's obligations contained in this Agreement shall be subject to the fulfilment at or prior to Closing, of each of the following conditions:

- a. **Approval and Vesting Order.** The Receiver shall have obtained the Approval and Vesting Order. The Receiver shall not have received notice of appeal in respect to of the Approval and Vesting Order and the Approval and Vesting Order shall not have been stayed, varied or vacated and shall be in full force and effect and no Order restraining or prohibiting Closing shall have been made by the Court; and
- b. **Restraint or prohibition.** No action or proceeding shall be pending or threatened by any Person to restrain or prohibit the Closing nor any order restraining or prohibiting Closing shall have been made by the Court or any other court of competent jurisdiction.

For greater certainty, each of the conditions contained in this Section 12 as been inserted for the benefit of the Receiver.

The Receiver covenants to use reasonable commercial efforts to fulfil or cause to be fulfilled the condition contained in Subsection 12(a).

In the event that any of the foregoing conditions shall not be fulfilled, in whole or in part, at or prior to Closing, the Receiver may, in its absolute and unfettered discretion, terminate this Agreement by written notice to the Purchaser without penalty, liability, cost or compensation whatsoever to the Receiver, the Deposit shall be returned forthwith to the Purchaser without interest or deduction and each of the Receiver and the Purchaser shall be released from any further obligations and liabilities in respect of this Agreement.

## 13. CONDITIONS OF CLOSING IN FAVOUR OF THE PURCHASER

The Purchaser's obligations contained in this Agreement shall be subject to the fulfilment of each of the following conditions:



- a. each of the Receiver's representations and warranties contained in this Agreement shall be true at and as of the Date of Closing;
- b. the Receiver shall have complied with each and every covenant/agreement made by it herein and required to be completed at or prior to Closing;
- c. the Receiver shall have obtained the Approval and Vesting Order, the Receiver shall not have received notice of appeal in respect to of the Approval and Vesting Order and the Approval and Vesting Order shall not have been stayed, varied or vacated and shall be in full force and effect and no order restraining or prohibiting Closing shall have been made by the Court; and
- d. no action or proceeding shall be pending or threatened by any Person to restrain or prohibit the Closing nor any order restraining or prohibiting Closing shall have been made by the Court or any other court of competent jurisdiction.

For greater certainty, each of the conditions contained in this Section 13 has been inserted for the benefit of the Purchaser.

In the event that any of the foregoing conditions shall not be fulfilled at or prior to Closing, the Purchaser may, in its absolute and unfettered discretion, terminate this Agreement by written notice to the Receiver without any penalty, liability, cost or compensation whatsoever to the Purchaser, he Deposit shall be returned forthwith to the Purchaser without interest or deduction and each of the Receiver and the Purchaser shall be released from any further obligations and liabilities in respect of this Agreement.

#### **14. RECEIVER'S CLOSING DELIVERIES**

The Receiver covenants and agrees to execute, where applicable, and deliver the following to the Purchaser at Closing or on such other date expressly provided herein:

- a. a copy of the issued and entered Approval and Vesting Order authorizing and approving this Agreement and vesting in the Purchaser all right, title and interest of the Debtor and Mobin and the Receiver in and to the Purchased Assets, free and clear of all claims and encumbrances save and except for the Permitted Encumbrances, in accordance with the provisions of this Agreement (collectively, the "Approval and Vesting Order") and in a form substantively similar to what is attached as Schedule "B" hereto;
- b. a statement of adjustments (the "Statement of Adjustments") prepared in accordance with Section 4 hereof, to be delivered not less than two (2) Business Days prior to Closing, which shall have annexed to it complete details of the calculations used by the Receiver to arrive at all of the debits and credits thereon;
- c. the Receiver's undertaking to re-adjust any item on or omitted from the statement of adjustments, in accordance with Section 4 hereof;
- d. a direction from the Receiver designating the party or parties to which the balance of the Purchase Price described in Section 3 hereof shall be paid; in the event that the Receiver

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designates more than one party then it shall also designate amounts payable to each of the parties;

- e. keys for the Lands and Buildings which are in the possession or control of the Receiver;
- f. a certificate of the Receiver certifying each of the Receiver's representations and warranties contained in this Agreement is true as at Closing;
- g. a certificate of the Receiver setting out that the Receiver is not a "non-resident" of Canada within the meaning and purpose of Section 116 of the *Income Tax Act* (Canada) and is not the agent nor trustee of a "non-resident"; and
- h. such further documentation relating to the completion of the transaction contemplated hereunder as shall be otherwise referred to herein, or required by law and/or any Government Authority; provided that such further documentation is in a form satisfactory to the Receiver, taking into consideration the fact that the Receiver is selling the Purchased Assets as Court-appointed receiver.

#### 15. PURCHASER'S CLOSING DELIVERIES

The Purchaser covenants and agrees to execute, where applicable, and deliver the following to the Receiver at or prior to Closing:

- a. a direction from the Purchaser designating the transferee(s) in the Approval and Vesting Order (required only in the event that the Approval and Vesting Order is to be inscribed in favour of a person/entity other than the Purchaser);
- b. the Purchaser's undertaking to re-adjust any item on or omitted from the statement of adjustments, subject to the limitation contained in Section 4 hereof;
- c. the Purchaser's certificate setting out that each of the Purchaser's representations and warranties contained in this Agreement is true as at Closing;
- d. a certified copy of a resolution of the board of directors of the Purchaser authorizing the execution of this Agreement and the performance of each of the Purchaser's obligations hereunder;
- e. evidence of payment by the Purchaser of any commission or other remuneration payable to the Purchaser's agent, if any, in connection with the purchase of the Purchased Assets, or a certificate from the Purchaser certifying that it has not retained any such agent and that no such commission or other remuneration is payable;
- f. an environmental indemnity indemnifying and holding the Receiver harmless from any and all damages, claims, actions, losses, costs, liabilities or expenses (collectively "Damages") suffered or incurred by the Receiver, directly or indirectly, as a result of or in connection with any of the following, whether arising as a result of the actions of Receiver and/or its predecessors, or of any party claiming through the Receiver, or otherwise, and without



restricting the generality of the foregoing, which include Damages incurred in addressing an administrative order by a Government Authority or in addressing a notice, investigation or other process which could reasonably be anticipated to result in such an order:

- i. the breach by the Purchaser or those for whom it is responsible at law of any Environmental Law applicable to the Lands; or,
  - ii. the release or threatened release of any Hazardous Materials owned, managed, generated, disposed of, controlled or transported by or on behalf of the Purchaser;
- i. the balance of the Purchase Price described in Section 3 hereof; and
  - j. any other documentation relative to the completion of this Agreement as may reasonably be required by the Receiver or the Receiver's Solicitors.

#### 16. PLANNING ACT (ONTARIO)

This Agreement shall be effective to create an interest in the Lands for the Purchaser only if the provisions of the *Planning Act* (Ontario) are complied with prior to Closing.

#### 17. HARMONIZED GOODS AND SERVICES TAX

- a. The transaction contemplated hereunder may be subject to harmonized sales tax ("HST") levied pursuant to the Act, in which case HST shall be in addition to and not included in the Purchase Price and shall be collected and remitted in accordance with the Act.
- b. In the event that part or all of the transaction contemplated by this Agreement is subject to HST, the Purchaser may deliver, prior to Closing, its certificate in form prescribed by the Act or, if no such form is prescribed, then in reasonable form, certifying that the Purchaser shall be liable for, shall self-assess and shall remit to the appropriate Government Authority all HST payable in respect of the transaction contemplated hereunder. If the Purchaser is a "prescribed recipient" under the Act and/or is registered under the Act, then the Purchaser's certificate shall also include certification of the Purchaser's prescription and/or registration, as the case may be, and the Purchaser's HST registration number. If the Purchaser shall fail to deliver its certificate hereunder, then the Purchaser shall tender to the Receiver, at Closing, in addition to the balance due at Closing described in Section 3 hereof, an amount equal to the HST that the Receiver shall be obligated to collect and remit, if any, in connection with the transaction contemplated by this Agreement.
- c. The Purchaser shall indemnify and save harmless the Receiver from all claims, liabilities, penalties, interest, costs and legal and other expenses incurred, directly or indirectly, in connection with the assessment of HST payable in respect of the transaction contemplated hereunder.

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**18. NOTICE**

Any notice given hereunder shall be in writing and delivered or communicated by email to:

in the case of the Purchaser to:

c/o The Regional Group of Companies  
1737 Woodward Drive, 2<sup>nd</sup> Floor  
Ottawa, ON K2P 0P9  
Attn.: Steve Gordon  
**Email:** [sgordon@regionalgroup.com](mailto:sgordon@regionalgroup.com)  
Fax: 613 230 2962

with a copy to the Purchaser's Solicitor:

Nelligan O'Brien Payne LLP  
50 O'Connor, Suite 300  
Ottawa ON K1P 6L2

**Attention:** Brian Hebert  
**Email:** [brian.hebert@nelliganlaw.ca](mailto:brian.hebert@nelliganlaw.ca)

and in the case of the Receiver to:

**Albert Gelman Inc.**  
100 Simcoe Street, Suite 125  
Toronto, Ontario M5H 302  
Fax: 416 504 1655

**Attention:** Bryan Gelman  
**Email:** [bgelman@albertgelman.com](mailto:bgelman@albertgelman.com)

with a copy to the Receiver's Solicitor at:

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**Lipman, Zener, Waxman LLP**  
1220 Eglinton Avenue West  
Toronto, Ontario M6C 2E3  
Fax: 416 789 9015

**Attention:** Jeysa Martinez  
**Email:** [jmartinez@lzwlaw.com](mailto:jmartinez@lzwlaw.com)

Such notice shall be deemed to have been delivered upon delivery or communicated upon transmission unless such notice is delivered or transmitted outside of usual business hours, in which event the notice shall be deemed to have been delivered or transmitted on the next Business Day. A party may change its address by providing notice in accordance with this Section 18.

#### **19. WAIVER OF CONDITIONS**

Except as otherwise provided in this Agreement, all conditions contained herein have been inserted for the mutual benefit of both the Receiver and the Purchaser, and are conditions of the obligations of such parties to complete the transaction contemplated hereunder at Closing and are not conditions precedent of this Agreement. Any one or more of the said conditions may be waived, in writing, in whole or in part, by the benefiting party without prejudice to the benefiting party's right of termination in the event of the non-fulfilment of any other condition, and, if so waived, this Agreement shall be read exclusive of the said condition or conditions so waived. For greater certainty, the Closing of the transaction contemplated hereunder by a party hereof shall be deemed to be a waiver by such party of compliance with any condition inserted for its benefit and not satisfied at Closing.

#### **20. SEVERABILITY**

If any provision contained in this Agreement or the application thereof to any person/entity or circumstance is, to any extent, invalid or unenforceable, the remainder of this Agreement and the application of such provision to persons/entities or circumstances other than those to whom/which it is held invalid or unenforceable, shall not be affected thereby and each provision contained in this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.

#### **21. DIVISION/HEADINGS**

The division of this Agreement into Sections, Subsections, Paragraphs and Subparagraphs and the insertion of headings or captions are for convenience of reference only and shall not affect the construction or interpretation of this Agreement or any part hereof.

#### **22. ENTIRE AGREEMENT**

This Agreement and the schedules attached hereto, constitute the entire agreement between the Receiver and the Purchaser in respect of the Purchased Assets. Each of the parties acknowledges that,

except as contained in this Agreement, there is no representation, warranty, collateral agreement or condition (whether a direct or collateral condition or an express or implied condition) which induced it to enter into this Agreement.

### **23. CUMULATIVE REMEDIES**

No remedy conferred upon or reserved to one or both of the parties hereto is intended to be exclusive of any other remedy, but each remedy shall be cumulative and in addition to every other remedy conferred upon or reserved hereunder, whether such remedy shall be existing or hereafter existing, and whether such remedy shall become available under common law, equity or statute.

### **24. INTERPRETATION**

This Agreement shall be read with all changes of gender and number as required by the context.

### **25. REFERENCES TO STATUTES**

Except as otherwise provided in this Agreement, references to any statute herein shall be deemed to be a reference to such statute and any and all regulations from time to time promulgated thereunder and to such statute and regulations as amended or re-enacted from time to time. Any reference herein to a specific section or sections, paragraph or paragraphs and/or clause or clauses of any statute or regulations promulgated thereunder shall be deemed to include a reference to any corresponding provision of future law.

### **26. TIME OF ESSENCE**

Time shall in all respects be of the essence hereof provided that the time for the doing or completing of any matter referred to herein may be extended or abridged by an agreement, in writing, executed by the Receiver and the Purchaser or their respective solicitors who are hereby expressly appointed for that purpose.

### **27. CANADIAN FUNDS**

All references to dollar amounts contained in this Agreement shall be deemed to refer to Canadian funds.

### **28. FURTHER ASSURANCES**

Except as otherwise expressed herein to the contrary, each party shall, without receiving additional consideration therefor, co-operate with and take such additional actions as may be requested by the other party, acting reasonably, in order to carry out the purpose and intent of this Agreement.

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## 29. NON-BUSINESS DAYS

In the event that any date specified or any date contemplated in this Agreement shall fall upon a day other than a Business Day, then such date shall be deemed to be the next following Business Day.

## 30. DOCUMENTATION REGISTRATION AND COUNSEL

The Purchaser shall be responsible for and pay all registration costs incurred in connection with the transaction contemplated in this Agreement. Except as otherwise expressly provided in this Agreement, each of the Receiver and the Purchaser shall be responsible for and pay all legal and other professional/consultant fees and disbursements incurred by it, directly or indirectly, in connection with this Agreement.

## 31. LAND TRANSFER TAXES

The Purchaser shall pay on or prior to Closing all land transfer taxes (as required pursuant to the *Land Transfer Tax Act* (Ontario)) payable in connection with the transfer of the Purchased Assets pursuant to this Agreement.

## 32. ASSIGNMENT

The Purchaser shall have the right to assign part or all of its interest under this Agreement provided that it has provided written Notice to the Receiver and provided further that the named Purchaser remains jointly liable under the terms of this Agreement until Closing and the named Purchaser shall not be released from any of its obligations, covenants or liability under this Agreement upon such assignment and it shall be required to execute all closing documents, together with its assignee. In addition, the Purchaser shall have the right to direct the Receiver on the completion date to transfer title to the Property to a third party (provided that such third party is acting as bare trustee and nominee on behalf of the Purchaser), by delivery of notice of such direction prior to completion.

## 33. ACCESS TO LANDS

Subject to the requirements set out in Section 5 herein, the Receiver will allow the Purchaser and the Purchaser's authorized representatives access to the Buildings and Lands from time to time during normal business hours during the Due Diligence Period to carry out such reasonable tests and inspections as the Purchaser or its authorized representatives may deem necessary, provided that such inspections will be conducted in such manner so as to comply with the Receiver's requirements and further provided that the Building and the Lands will be restored and repaired forthwith to its former condition at the Purchaser's sole expense and the Purchaser will indemnify and hold harmless the Receiver for any costs, losses, damages, physical injury or other liability which the Receiver may suffer or incur as a result of such tests or inspections. If this Agreement is terminated and the Purchaser is entitled to the return of the Deposit, if the Purchaser does not restore and repair the Property as aforesaid, the Receiver shall be entitled to deduct the reasonably anticipated cost of such restoration and repair, as determined by the Receiver's independent architect, engineer or contractor, acting reasonably, from the First Deposit (the "**Damage Deduction**") and in such case, the Purchaser will direct the Purchaser's Solicitors to pay the Damage Deduction amount to the Receiver, without

limiting its recourse to such other remedies as it may have in that regard. The foregoing amount shall be subject to readjustment based on the actual cost, once such work has been completed and invoiced. The foregoing provision shall survive the termination of this Agreement.

Prior to entry onto the Property, the Purchaser shall have in effect a policy of general liability insurance with coverages in accordance with normal commercial practices in Ottawa, Ontario. At the Receiver's request, the Purchaser shall provide evidence of such insurance prior to any entry onto the Property.

Notwithstanding anything to the contrary contained herein, the Purchaser shall not be permitted to carry out any intrusive testing or investigations without the prior written consent of the Receiver, which consent shall not be unreasonably withheld or delayed and which testing and investigations shall, at the option of the Receiver, be carried out in the presence of a representative of the Receiver. The Purchaser shall be entitled to request information from municipal, building department, zoning department, environmental department, fire department and such other authorities as the Purchaser or the Purchaser's Solicitors may consider necessary or advisable at any time and from time to time prior to Closing in order to ensure compliance with all Applicable Laws, provided it does not directly or indirectly request that any of such parties conduct an inspection of the Property. The Receiver shall provide any consents or authorizations (written or otherwise) that are prepared by the Purchaser's Solicitors as are required to enable the Purchaser or the Purchaser's Solicitors to request such information (provided that such authorizations on their face indicate that inspections are neither requested nor authorized and further provided that such form and content of authorization is approved by the Receiver's Solicitor), as soon as reasonably practicable after request thereof.

#### **34. COMMISSION**

The Receiver hereby agrees that it will be responsible for all real estate commissions payable to C&W Ottawa Inc. in this transaction. Save as otherwise specifically provided, each of the Parties hereto shall be responsible for and shall pay all taxes, costs, expenses and legal or other fees incurred by it in connection with the negotiations, settlement and execution of this Agreement and all matters related thereto and shall indemnify and hold harmless the other Parties from and against any and all Claims in respect of any such expenses, costs or fees. The Receiver hereby indemnifies and saves harmless the Purchaser from any and all claims made against the Purchaser in respect of any commissions or fees that may be claimed by real-estate broker or agent used or retained by the Receiver. The Purchaser hereby indemnifies and saves harmless the Receiver from any and all Claims made against the Receiver in respect of any commissions or fees that may be claimed by real-estate broker or agent used or retained by the Purchaser. This Section 33 shall survive the Closing.

#### **35. NON-REGISTRATION OF AGREEMENT**

The Purchaser acknowledges that this Agreement is personal to the Purchaser and that this Agreement or any monies paid hereunder do not create an interest in the Lands and the Purchaser further acknowledges that upon any breach of this Agreement by the Receiver, the Purchaser has an adequate remedy in damages. The Purchaser agrees that it will not register this Agreement on title and will not cause this Agreement to be registered on title on the Purchaser's behalf and that no reference to or notice of the Agreement or any caution, certificate of pending litigation or other similar court process in respect thereof shall be registered on title to the Lands by the Purchaser or anyone acting on its

behalf, and the Purchaser shall be deemed to be in default under this Agreement if it makes any registration or causes or permits any registration to be made on its behalf on title to the Lands prior to the Date of Closing.

### **36. RECEIVER'S CAPACITY**

It is acknowledged by the Purchaser that Albert Gelman Inc. is entering into this Agreement solely in its capacity as equitable receiver and receiver in aid of execution, appointed pursuant to the Order of the Honourable Mr. Justice Hainey of the Ontario Superior Court of Justice, Commercial List, dated May 22, 2018, without security, over the Purchased Assets, with legal title being held in the name of the Mobin Foundation, and the Receiver acts as Court-appointed receiver and not in its personal or corporate capacity, and without personal or corporate liability and Albert Gelman Inc. shall have no personal or corporate liability under or as a result of this Agreement. The term "Receiver" as used in this Agreement shall have no inference or reference to the present registered owner of the Purchased Assets.

### **37. CONFIDENTIALITY**

The Purchaser agrees that all information and documents supplied by the Receiver 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 Receiver'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 Project Documents) shall forthwith be returned intact to the Receiver and no copies or details thereof shall be retained by the Purchaser or anyone acting on its behalf. The Purchaser further agrees that unless and until the terms of this Agreement become public knowledge in connection with an application to the Court for approval of the Agreement and/or the Vesting Order, the Purchaser shall keep such terms 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.

### **38. SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns.

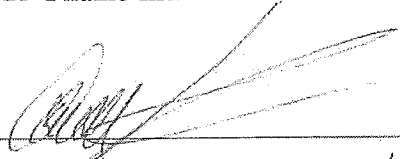
### **39. TIME FOR ACCEPTANCE**

The offer to purchase comprising this Agreement shall be irrevocable by the Purchaser and open for acceptance by the Receiver until 5:00 p.m. (Toronto time) on Thursday, January 24, 2019\_ (the "Irrevocable Date"), after which time, if this Agreement is not accepted by the Receiver, then the

said offer to purchase in this Agreement shall be null and void and of no further force and effect, and the Deposit shall be returned to the Purchaser, forthwith and without deduction.

DATED as of the date first mentioned above.

**PURCHASER:**  
561121 Ontario Inc.

Per:   
Name: DAVID HARASIT  
Title: ASSISTANT SECRETARY  
\*\*\*\*\*

The Receiver hereby accepts the foregoing offer to purchase and its terms and agrees with the Purchaser to duly complete the transaction contemplated thereunder.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2019

**ALBERT GELMAN INC.**

Per: \_\_\_\_\_

Name: Bryan Gelman, *in its capacity as equitable receiver and receiver in aid of execution, and not in its personal or corporate capacity, and without personal or corporate liability*

Title:

*I have authority to bind the Corporation*

**Schedule "A"**

**Appointment Order**

**Schedule "B"**

**Approval and Vesting Order**

**Schedule "C"**

**Instruments to be Deleted from title to the Lands**

**Encumbrances to be Deleted from title to the Property by the Vesting Order**

**PIN 04204- 0267**

<b>Instrument</b>	<b>Date</b>	<b>Instrument Type</b>	<b>Party From</b>	<b>Party To</b>
OC1424698	October 31, 2012	Restrictions Order	Ontario Superior Court of Justice	Bennett, Michael Bennett, Linda Bennett, Lisa
OC1425794	November 2, 2012	Restriction Order	Ontario Superior Court of Justice	Bennett, Michael Bennett, Linda Bennett, Lisa

**PIN 04204-0270**

<b>Instrument</b>	<b>Date</b>	<b>Instrument Type</b>	<b>Party From</b>	<b>Party To</b>
OC1424698	October 31, 2012	Restrictions Order	Ontario Superior Court of Justice	Bennett, Michael Bennett, Linda Bennett, Lisa
OC1425794	November 2, 2012	Restriction Order	Ontario Superior Court of Justice	Bennett, Michael Bennett, Linda Bennett, Lisa

**PIN04204-0243**

<b>Instrument</b>	<b>Date</b>	<b>Instrument Type</b>	<b>Party From</b>	<b>Party To</b>
OC1424698	October 31, 2012	Restrictions Order	Ontario Superior Court of Justice	Bennett, Michael Bennett, Linda Bennett, Lisa
OC1425794	November 2, 2012	Restriction Order	Ontario Superior Court of Justice	Bennett, Michael Bennett, Linda Bennett, Lisa

**PIN 042040245**

<b>Instrument</b>	<b>Date</b>	<b>Instrument Type</b>	<b>Party From</b>	<b>Party To</b>
<b>OC1424698</b>	<b>October 31, 2012</b>	<b>Restrictions Order</b>	<b>Ontario Superior Court of Justice</b>	<b>Bennett, Michael Bennett, Linda Bennett, Lisa</b>
<b>OC1425794</b>	<b>November 2, 2012</b>	<b>Restriction Order</b>	<b>Ontario Superior Court of Justice</b>	<b>Bennett, Michael Bennett, Linda Bennett, Lisa</b>

## Schedule "D"

### Permitted Encumbrances

#### Assumed Encumbrances – unaffected by the Vesting Order

##### \* Permitted Encumbrances (General)

The exceptions and qualifications set out in Section 44(1) (other than clause 11 thereof) of the *Land Titles Act* (Ontario), including the rights of any person who would, but for the *Land Titles Act*, be entitled to the land or any part of it through length of adverse possession, prescription, misdescription or boundaries settled by convention and any lease to which subsection 70(2) of the *Registry Act* applies.

Any inchoate lien for municipal realty taxes, public utility charges or other governmental charges or levies accrued but not yet due and payable or, if due and payable, are adjusted for on Closing.

Any and all interest (including liens, charges, adverse claims, security interests or other encumbrances) of any nature whatsoever now or hereafter claimed or held by Her Majesty the Queen in Right of Canada, Her Majesty the Queen in Right of any province of Canada, or by any other governmental department, agency or authority under or pursuant to any applicable legislation, statute or regulation and which do not, individually or in the aggregate materially impair the servicing, development, construction, operation, occupation, use, management, marketability or value of the Property.

Any municipal by-laws or regulations affecting the Property or its use, and any other municipal land use instrument including, without limitation, official plans and zoning and building by-laws, as well as decisions of the Committee of Adjustment or any other competent authority permitting variances therefrom and all applicable building codes provided same have in each case been complied with in all material respects to the Closing Date and which do not materially impair the use or operation of any part of the Property for the purposes for which it is being used as of the Execution Date.

Title defects or irregularities including any easements or rights of way in favour of any federal, provincial, municipal or other governmental bodies or regulatory authorities, any private or public utility, any railway company or any adjoining owner that do not, in the aggregate, materially impair the servicing, development, construction, operating, occupation, use, management, marketability or value of the Property.

Any subsisting reservations, limitations, provisos, conditions or executions, including royalties, contained in the original grant of the Property from the Crown.

Any interest of any nature whatsoever that are recorded under the *Railway Act* (Canada) or the *Railways Act* (Ontario).

Any and all licences, easements, rights-of-way, rights in the nature of easements and agreements with respect thereto including, without limitation, agreements, easements, licences, rights-of-way and interest in the nature of easements for sidewalks, public ways, sewers, drains, utilities, gas steam and water mains or electric light and power, or telephone and telegraphic conduits, poles, wires and cables provided each have been complied with in all material respects and do not, individually or in the

aggregate materially impair the servicing, development, construction, operation, occupation, use, management, marketability or value of the Property.

All applicable laws, including municipal, provincial or federal statutes, by laws, regulations or ordinances including any charge, trust, priority or preference given to or in favour of the Crown, Crown agents or municipalities pursuant thereto.

Those specific instruments more particularly set out below.

PERMITTED ENCUMBRANCES (SPECIFIC)

## Schedule "E"

### Legal Description

#### **PIN 042040267**

Part of Lot F, Concession D, Rideau Front, Geographic Township of Nepean, now in the City of Ottawa. Being Parts 3 & 4 on 5R-14667 Part of which being Part of Hurdman Road opened by Bylaw NS79171 & Closed by Bylaw N633492 and Part 41 on 4R-299 lying east of Part 1 on 5R -10234 & Part 1 on 4R-11899, Ottawa.

#### **PIN 042040270**

Part of Lot F, Concession D, Rideau Front, Geographic Township of Nepean, now in the City of Ottawa. Being Parts 11 & 12 on Plan 4R-598, Save & Except Part 1 on 4R-5541 & Part 1 on Plan 4R-1022. Subject to certain restrictions contained within the original patent from the Crown namely free access to the above for all vessels, boats & persons.

#### **PIN 042040243**

Parcel F-29, Section NP-DRF; Part of Lot F, Concession DRF, Rideau Front, Geographic Township of Nepean, now in the City of Ottawa, (Opened by Bylaw 20-80, Registered as No. 227761 and Closed By Bylaw 217-92 Registered as No 793055. Being Part 1, 4R-1130; Ottawa, Nepean.

#### **PIN 042040245**

Parcel F-2, Section NP-DRF; Being Part of Lot F, Concession D, Rideau Front, Geographic Township of Nepean, now in the City of Ottawa. Being Part 6 on 4R-7768, subject to certain restrictions contained within the original patent from the Crown namely free access to the above for all vessels, boats and persons.

**Schedule "F"**

**Purchaser's Environmental Indemnity Agreement**

Schedule "G"

W A I V E R

WAIVER OF LIABILITY AND ACKNOWLEDGEMENT OF RISK

("Waiver of Liability")

THIS SHALL CONFIRM that DAVID KAROICKI (hereinafter referred to as the "Undersigned") has been advised by Albert Gelman Inc., in its capacity as equitable receiver and receiver in aid of execution (the "Receiver"), appointed pursuant to the Order of the Honourable Mr. Justice Hailey of the Ontario Superior Court of Justice, Commercial List, dated May 22, 2018, and/or its broker, Cushman Wakefield Ottawa Inc. (hereinafter referred to as "C&W"), that the structural framing, roof and ceiling of the buildings situated on or about the property at 2 Robinson Avenue, Ottawa, Ontario (the "Property"), are unsafe and that walking in any proximity to, or walking through any of the building(s) or lands is not recommended and entering the Property is done entirely at the risk of the Undersigned.

THE UNDERSIGNED acknowledges and confirms as follows:

- (a) that should he/she/it elect to walk through the Property they do so at their own risk and peril;
- (b) that he/she/it assumes full responsibility for any and all risk of bodily injury, including, without limitation, serious bodily injury, dismemberment, or death that may result from accessing the Property including risks caused by any negligent omission, negligent act or negligent conduct of the Receiver, C&W or anyone else for whom the Receiver or C&W is legally responsible for at law;
- (c) that this Waiver of Liability is intended to be interpreted as broad and inclusive as permitted by the laws of the Province of Ontario, and that if any portion of this Waiver of Liability that is held/rendered to be invalid by a court of law, it is agreed that the balance of the terms shall continue to be in full legal force and effect;
- (d) that he/she/it has read and voluntarily signs this Waiver of Liability and further agrees that no oral representations, statements, or inducements (apart from the opportunity to assess the Property) have been made; and
- (e) that he/she/it has had the opportunity to seek independent legal advice with respect to the terms set out in this Waiver of Liability and further agrees that the terms contained herein are fully understood.

In addition, the Undersigned and his/her/its successors and assigns, hereby agree to release and save and hold harmless the Receiver, C&W and any of the Receiver's or C&W's agents and employees from any and all costs, injury and damage that the Undersigned or any of its agents, employees or representatives may incur including, without limitation, any injury or damage to any person or property whatsoever, any of which caused by an activity, condition or event arising out of the Undersigned's election to walk through the Property. This Waiver of Liability clause shall be binding upon the Undersigned, the Undersigned's heirs, successors, personal representatives and assigns.

The Undersigned hereby further agrees to indemnify and save the Receiver, C&W and any of the Receiver's or C&W's agents and employees harmless against any and all liability for any claims, losses, damages, injury, death or expense that either the Receiver or C&W may suffer, whether directly or indirectly, and in any way related to the Undersigned or any of its agents, employees or representatives being granted access, accessing or walking through the Property.

The Undersigned confirms that this Waiver of Liability agreement shall be governed by and construed under the laws of the Province of Ontario and jurisdiction shall be vested exclusive in the Ontario Superior Court of Justice.

The Undersigned acknowledges and confirms that he/she/it is voluntarily executing this Waiver of Liability.

DATED at OTTAWA this 10 day of JAN, 2018.

DAVID KARLSON  
Print Name:

ESTATE OF MARLA BENNETT et al.  
Plaintiffs  
EDWARD TRACY et al.  
Applications

- and -

-and-

THE IRANIAN MINISTRY OF INFORMATION AND SECURITY et al.  
Respondents

ISLAMIC REPUBLIC OF IRAN et al.  
Defendants

Court File No. CV-13-10204-00CL

**ONTARIO**

**SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

Proceeding commenced at  
TORONTO

**CONFIDENTIAL FIFTH REPORT OF  
ALBERT GELMAN INC. IN ITS  
CAPACITY AS COURT-APPOINTED  
RECEIVER**

**LIPMAN, ZENER & WAXMAN PC**

Barristers and Solicitors  
1220 Eglinton Avenue West  
Toronto, Ontario  
M6C 2E3

**SEAN N. ZEITZ**  
LSUC No. 51199P

Tel: 416-789-0652

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Email: [szeitz@lawlaw.com](mailto:szeitz@lawlaw.com)

Lawyers for the Receiver,  
Albert Gelman Inc.