

**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

**MOTION RECORD OF THE RECEIVER,  
ALBERT GELMAN INC.**

(Returnable Thursday, July 19, 2018)

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**FARHANGEIRAN INC.**

c/o 290 Sheppard Avenue West  
Toronto, Ontario M2K 2S5

and

c/o Homelife Victory Realty Inc.  
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Toronto, Ontario M2M 6M9

Attention: Daniel Nakhlestani

Email: [nakhlestani@hotmail.com](mailto:nakhlestani@hotmail.com)

**THE MOBIN FOUNDATION**

204-265 Carling Avenue  
Ottawa, Ontario K1S 2E1

Attention: Mr. Sayed Adeli

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

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THE ISLAMIC REPUBLIC OF IRAN and  
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**Respondents**

## NOTICE OF MOTION

**ALBERT GELMAN INC.** ("AGI" or the "**Receiver**"), in its capacity as equitable receiver and receiver in aid of execution of 290 Sheppard Avenue West, Toronto, ON and 2 Robinson Avenue, Ottawa, ON which properties are beneficially owned by the Islamic Republic of Iran ("**Iran**" or the "**Debtor**"), will make a Motion before a Commercial List Judge returnable **Thursday, July 19, 2018** at 10:00 a.m. or as soon after that time as the Motion can be heard at the Court House, 9<sup>th</sup> Floor, 330 University Avenue, Toronto, Ontario, M5G 1E6.

**PROPOSED METHOD FOR HEARING:** The Motion is to be heard:

- in writing under subrule 37.12.1(1);
- in writing as an opposed motion under subrule 37.12.1(4);
- orally.

**THE MOTION IS FOR:**

1. an Order abridging the time for service and validating service of this Notice of Motion and Motion Record in the manner effected by the Receiver and an Order dispensing with further service thereof;
2. an Order substantially in the form of the draft order attached hereto as Schedule "A", including without limitation, an Order, *inter alia*:
  - (a) an Order approving the First Report of the Receiver and the actions of the Receiver described therein;
  - (b) an Order approving the Confidential First Report of the Receiver dated July 9, 2018 ("**Confidential First Report**") accompanied with an Order the sealing the Confidential First Report, until such time as 290 Sheppard Avenue West,

Toronto, ON (the “Toronto Property”) and 2 Robinson Avenue, Ottawa, ON (the “Ottawa Property”) have been sold and conveyed to the purchaser(s);

- (c) an Order authorizing the Receiver to dispose of the contents of the Toronto Property;
  - (d) an Order authorizing the Receiver to dispose of the two Vehicles (as described herein) located at the Ottawa Property;
  - (e) an Order authorizing the Receiver to relocate the two safes at the Ottawa Property to an offsite location to be opened by the Receiver;
  - (f) an Order approving the professional fees and disbursements of the Receiver and its legal counsel; and
  - (g) an Order that service of any future material in connection with this receivership shall be made on Farhangeiran Inc. and The Mobin Foundation by publication in the National Post of a notice of pending hearing;
3. such further and other relief as the Receiver may request and this Honourable Court may deem just.

**THE GROUNDS FOR THE MOTION ARE:**

- 1. Pursuant to the Order of the Honourable Justice Hainey dated May 22, 2018 AGI was appointed as equitable receiver and receiver in aid of execution over the Toronto Property and Ottawa Property found by Justice D.M. Brown, as he then was, to be beneficially owned by Iran (the “Appointment Order”);
- 2. In accordance with the terms of the Appointment Order the Receiver has attended to taking possession and control over the Toronto Property and Ottawa Property with a view to listing

same on the market to generate proceeds for Iran's execution creditors;

3. The Receiver has undertaken various activities to secure and ameliorate the properties with a view to ensuring a maximum realization upon their respective sales;
4. As contained in the facts and recommendations set out in the Receiver's First Report;
5. Sections 96 and 101 of the *Courts of Justice Act* R.S.O 1990, c. C, .43;
6. Rules 1.04, 16 and 60.01(2)(d) of the *Rules of Civil Procedure*; and
7. Such further and other grounds as counsel may advise and this Honourable Court may permit.

**THE FOLLOWING DOCUMENTARY EVIDENCE** will be used:

1. The Receiver's First Report and Confidential First Report with appendices annexed thereto; and
2. Such further and other documentary evidence as counsel may produce and this Honourable Court may permit.

July 9, 2018

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Counsel for the Receiver

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

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THOMAS J. CICIPPIO, estate of PAUL V. CICIPPIO, ALLEN JOHN  
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ALEXANDER CICIPPIO, NICHOLAS B. CICIPPIO and estate of JOSEPH J.  
CICIPPIO JR.**

**Applicants**

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

**Respondents**

**FIRST REPORT OF ALBERT GELMAN INC.  
IN ITS CAPACITY AS COURT-APPOINTED EQUITABLE RECEIVER AND  
RECEIVER IN AID OF EXECUTION**

(Dated July 9, 2018)

**I. INTRODUCTION**

1. This first report (“**First Report**”) is filed by Albert Gelman Inc. (“**AGI**”) 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 properties beneficially owned by the Islamic Republic of Iran (“**Debtor**”) 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**”).

2. A copy of the Appointment Order along with the endorsement of Justice Hainey dated May 22, 2018 is attached hereto as **Appendix “A”**.

**II. PURPOSE OF THIS REPORT**

3. The purpose of the First Report is to seek an order:

- a. approving this First Report, as well as the actions and activities of the Receiver described herein, including the Receiver’s interim statement of receipts and disbursements as of July 5, 2018;
- b. approving the Confidential First Report of the Receiver dated July 9, 2018 (“**Confidential First Report**”) and the sealing of the Confidential First Report, until such time as the Toronto Property and Ottawa Property have been sold and conveyed to the purchaser(s);
- c. authorizing the Receiver to dispose of the contents of the Toronto Property;

- d. authorizing the Receiver to dispose of the two Vehicles located at the Ottawa Property as described herein;
- e. authorizing the Receiver to relocate the two safes at the Ottawa Property to an offsite location to be opened by the Receiver;
- f. authorizing service on Farhangeiran and Mobin by serving them via publication of a notice of any future motions and/or hearing in connection with this receivership in the National Post newspaper in the form of notice appended herein accompanied with an Order dispensing with the requirement to serve Daniel Nakhlestani on behalf of Farhangeiran as per the Order of Madame Justice Greer dated June 26, 2013 and the Appointment Order;
- g. approving the professional fees and disbursements of the Receiver to June 30, 2018 and its legal counsel, Lipman, Zener, Waxman LLP to July 9, 2018; and,
- h. providing for such further and other relief as this Honourable Court may deem just.

### **III. SCOPE AND TERMS OF REFERENCE**

4. This First Report has been prepared to assist the Court in making a determination of whether to approve the relief sought. Accordingly, the reader is cautioned that this report may not be appropriate for any other purpose. The Receiver does not assume responsibility or liability for losses incurred by the reader as a result of the circulation, publication, reproduction or use of this report contrary to the provisions of this paragraph.

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

### **IV. TORONTO PROPERTY - ACTIONS AND ACTIVITIES**

6. The actions and activities of the Receiver since the date of the Appointment Order are set out below:

7. The Toronto Property is located in North York, Ontario on the north side of Sheppard Avenue, between Yonge St. and Bathurst Street.

8. Based on a Property Detail Report from the Municipal Property Assessment Corporation (“MPAC”), the property is 50 feet wide by 125 feet deep, zoned for commercial use. The assessed value by MPAC as at January 1, 2016 is \$1,525,000. Attached hereto as **Appendix “B”** is the MPAC report obtained by the Receiver prior to its appointment.

9. On the land there is a house situated at the front of the property with a separate garage at the rear. The house appears to have been converted to a commercial space based on “Customer Parking Only” signage on the exterior of the building. The house has a living area with couches and desks on the main floor and a living space on the upper floor with beds and a kitchen.

10. Immediately upon receiving its appointment the Receiver attempted to arrange for the local police to escort it through the Toronto Property as it was unsure what it would encounter in the building. After attending thereat and waiting for the police to arrive, the Toronto Police Service switchboard advised the Receiver there were other priority matters that required police attention and that they would be delayed for some time before their arrival.

11. As an alternative, the Receiver was able to engage a private security company to attend at the Toronto Property. At that time, it also engaged Rocco Tuzi of Lockit Key & Security Inc. (“LKSI”) to provide locksmith and property management services, who also attended at the property in the company of the Receiver.

12. On May 23, 2018 at 1:10pm, the Receiver entered the building through a glass sliding door in the rear that was unlocked. The Receiver did a complete walk-through of the building and took video simultaneously which video is being maintained by the Receiver. While at the building, Mr. Tuzi changed all of the locks to the building and garage and provided the Receiver with keys.

13. The Receiver noted the following based on its attendance and walk-through of the Toronto Property:

- a. The roof on the house and garage had severe deterioration with damaged and decaying shingles which appear to have resulted in water damage to the interior of the property;

- b. The exterior landscaping of the property was unmaintained and overgrown;
- c. The eavestroughs on the property and garage were full of dirt and shingle debris and were dangling from the roof lines;
- d. The front staircase was completely deteriorated and unsafe with loose tiles and decaying concrete;
- e. A separate two car garage exists at the rear of the property and contained items including a bike, construction materials, scattered garbage, boxes, garbage bins and children's toys;
- f. The grout on the exterior of the windows were rotting;
- g. The interior of the property has a functioning furnace, lights and refrigerators on the main and upper floor kitchens;
- h. The interior of the building was tidy. There was relatively little furniture present other than several couches, desks, beds and miscellaneous furniture. There were some personal items and miscellaneous clothing which was left behind and some artwork that had been stacked against several walls in the basement.

14. Since the date of its appointment the Receiver undertook many activities at the Toronto Property, including the following:

- a. With the assistance of Mr. Tuzi of LKSI it conducted a complete site inspection;
- b. Engaged LKSI as property manager to attend at the property twice per week, in accordance with vacancy requirements in the insurance policy the Receiver obtained and to address maintenance and other property management tasks;
- c. Engaged LKSI to clean up the overgrown landscaping, cut the lawn on a bi-weekly basis and to perform other repairs and maintenance where and as needed;
- d. Corresponded and met with roofing and eavestroughs contractors to address the significant leak in the roof caused by the decaying roof. The Receiver engaged

- several contractors to repair the eavestroughs and to add a second layer of shingles to the roof to attempt to avoid future water damage;
- e. Engaged a general contractor to repair the staircase at the front of the property to allow for safe access to the main entrance and to remove and dispose of the wet carpet in the front of the building;
  - f. Posted notices of the appointment of the Receiver on the front and rear doors of the building. Attached hereto as **Appendix “C”** is a copy of the notice;
  - g. Arranged for insurance coverage through Firstbrook Cassie Anderson Insurance Brokers Inc. (“**FCA**”), for third party liability coverage and cash value coverage for the building;
  - h. Arranged for utility accounts with Toronto Hydro, Enbridge Gas and Water with the City of Toronto in the name of the Receiver;
  - i. Notified the City of Toronto, Property Tax Division, of the appointment of a Receiver over the Toronto Property and obtained a tax certificate which indicates outstanding property tax of \$54,018.06, including interest and fees, as at May 18, 2018. A copy of the Tax Certificate is attached hereto as **Appendix “D”**;
  - j. Obtained an appraisal of the Toronto Property prepared by Mpire Appraisers as of May 31, 2018 (the “**Appraisal**”). A copy of the Appraisal is appended to the Receiver’s Confidential First Report;
  - k. Registered a copy of the Appointment Order on title to the Toronto Property in accordance with the Appointment Order;
  - l. In preparation for the marketing and sale of the Toronto Property, the Receiver relocated all of the contents of the house, including the furniture and artwork, into the garage in order to show the Toronto Property with a vacant building. As part of its First Report, the Receiver is seeking the Court’s authorization to dispose of the contents of the Toronto Property.

15. On May 25, 2018, three days after the Receiver took possession of the Toronto Property, Mr. Tuzi, attended at the Toronto Property and advised the Receiver that someone had entered into the garage at the rear of the property by dislodging a window. Mr. Tuzi reported to the Receiver that the only noticeable item that had been taken from the garage was an engine stand. Mr. Tuzi also reported to the Receiver that the unauthorized person had, peculiarly and for unknown reasons, cleaned up the entire garage leaving it in a broom-swept condition. On that date, Mr. Tuzi screwed the windows in place in order to prevent any other unauthorized entry.

16. Mr. Tuzi reported the break-in to the Toronto police department and since that date there have been no other break-ins at the Toronto Property.

**i. Sales Process for the Toronto Property**

17. In accordance with paragraphs 4(j) and (k) the Appointment Order, the Receiver is empowered and authorized to market, advertise and solicit offers for the sale of the Toronto Property.

18. As of the date of this Report, the Receiver has undertaken the following activities with respect to the sale of the Toronto Property:

- a. Obtained listing proposals and opinions of value from two licensed real estate agents in Toronto: Re/Max Realtron Bill Thom Realty Inc. and Forest Hill real Estate Inc. Copies of the Listing Proposals, including opinions of value, for the Toronto Property are included in the Receiver's Confidential First Report. These appraisals contain commercially sensitive information relating to the value of the Toronto Property and cannot be disclosed until such time as the property is sold and the transaction closes.
- b. Based on the factors set out in each of the listing proposals, the Receiver entered into a listing agreement with Michael Switzer of Forest Hill Real Estate Inc. (the "**Realtor**"). The Receiver selected the Realtor for this engagement for the following reasons:

- i. The Realtor's commission rate of 4% (or 3% if the Realtor is the only agent associated with the sale) was lower than Bill Thom's proposed commission rate of 5%; and,
  - ii. The Receiver has worked with and retained Mr. Switzer on other unrelated matters involving the sale of real estate and has the confidence in Mr. Switzer's abilities as a real estate agent;
- c. Attached hereto as **Appendix "E"** is a copy of the listing agreement entered into between the Receiver and the Realtor dated July 4, 2018.

19. The Receiver believes that the improvements and repairs made to the Toronto Property will maximize the realization of this property. Attached hereto as **Appendix "F"** are photographs of the property taken on May 30, 2018 evidencing the poor condition of the property's exterior accompanied with photographs taken on July 5, 2018 which show significant improvement and repair thereto.

20. The Receiver will provide a further update with respect to the sale of the Toronto Property as matters proceed.

#### **V. OTTAWA PROPERTY - ACTIONS AND ACTIVITIES**

21. The Ottawa Property is located at 2 Robinson Avenue, Ottawa, Ontario, located at the intersection of Lees Avenue and Chapel Crescent, at the north-end of Robinson Avenue. The Ottawa Property is approximately 1.5 kilometers from the University of Ottawa and approximately 4 kilometers from downtown Ottawa.

22. The Ottawa Property has several unique attributes, including the following:

- a. It is located on a high-traffic prominent corner very close to the main campus of the University of Ottawa;
- b. It is approximately 350 meters from a Lite Rail Transit System;
- c. It is comprised of 5.66 acres with significant development potential; and

- d. It is zoned by the City of Ottawa as a mix of Transit Oriented Development (“TOD”) Zone and Minor Institutional zone, which the Receiver understands has been created to accommodate a wide range of transit supportive land uses such as residential, office, retail and more.

23. The land was improved with a large building that is approximately 13,700 square feet, which the Receiver understands operated as a cultural centre. In the building there are classrooms, a large banquet hall, a commercial kitchen, a workout facility with gym equipment and many other rooms which appeared to be used as offices.

24. Immediately upon receiving its appointment, the Receiver arranged for private security personnel, through Harris Security Agency Inc. (“**Harris**”), to escort it through the premises and arranged for a property manger/locksmith to attend at the Ottawa Property. The property manger/locksmith’s name is Jonathan Wever (“**Wever**”) who is subcontracted through LKSI.

25. At approximately noon on May 24, 2018, Wever removed the lock on the rear gate of the Ottawa Property. The Receiver walked the perimeter of the rear of the property while simultaneously taking video.

26. At 12:50pm Harris’ security guard Mohamed (last name unknown) (“**Mohamed**”) gained entry into the building through a door at the rear which lock was opened by Wever. Mohamed did a complete walk-through of the building in order to ensure it was safe for entry by others. Once completed, the Receiver did a complete walk-through of the interior of the building. During the walk-through video was taken which is being maintained by the Receiver. While at the building, Wever secured the premises by changing the locks. Keys were provided to the Receiver and Wever retained a set of keys for future access and property management services.

27. The Receiver noted the following based on its attendances and walk-through of the Ottawa Property:

- a. The entire property was fenced in by a chain link fence. There was a lock on the front gate. At the rear of the property there was a large gate with a lock on it. The Receiver’s locksmith replaced both locks with new ones;

- b. The exterior landscaping of the property was unmaintained, with overgrown grass and bushes, and there was graffiti spray-painted on parts of the exterior of the building;
- c. The mail box in the exterior of the fence at the front of the property was empty, with no flyers or junk mail;
- d. The following two abandoned vehicles were parked beside the building:
  - i. Toyota Camry LE sedan (“**Toyota**”), VIN JTDBF32KO3O133997, without a license plate,
  - ii. Mazda MPV LX van (“**Mazda**”), VIN JM3LW28J520329176, license plate AXDP 574;

(hereafter the “**Vehicles**”)
- e. The interior of the building was furnished, but was in complete disarray with rodent droppings throughout the building;
- f. Several of the rooms at the front of the building were set up as classrooms, evidenced by desks set up in a classroom format. The Receiver reviewed the contents of some of the filing cabinets in several of the rooms and the writing appeared to be in Arabic. As Mohammed reads and speaks Farsi, he was able to read and translate the documents for the Receiver confirming the documents were educational materials for children;
- g. Toward the rear of the building where the banquet hall was situated, drywall and ceiling tiles had fallen down as a result of water seeping through the roof. Several of the walls in the banquet hall had evidence of small amounts of mold growth;
- h. At the rear of the building there is a commercial kitchen with cooking equipment and plate wear that were full of rodent droppings;

- i. There were two small electronic safes located in the building that were locked. The Receiver is seeking the Court's authorization to relocate the safes to an offsite location to be opened by the Receiver and subsequently reported on;
  - j. Several of the rooms were filled with inventory for parties and functions, artwork, books including signage for the "Iranian Cultural Centre";
  - k. Several of the ground floor exterior windows had been broken by vandalism;
  - l. The front of the building is one-story in height. In what appears to be an effort to restrict trespassers from climbing onto the roof of the building, there was barb wire placed at the perimeter of the roof line. Prior to the Receiver taking possession of the property it appeared that trespassers had climbed five (5) small trees adjacent to the building in order to obtain access onto the roof where the building's HVAC is located. In this regard, segments of barb wire were cut, and someone had torn out the copper wiring from the HVAC systems making the systems non-functional and leaving holes in the units which created leakage in the roof. The Receiver has since tarped the HVAC units to avoid further leakage however this did not stop all of the roof leaks. There continues to remain several leaks in the roof however given the extensive damage to the roof, significant repairs may be required. The Receiver is working with its property manager to assess the costs of repairs and will report back to Court in due course;
  - m. Due to safety concerns, the Receiver arranged for Wever to cut down five (5) of the small trees in order to try and prevent unauthorized persons from climbing the trees to access the roof;
  - n. There was no power when the Receiver entered the building. It was necessary for the Receiver to use flash lights to search the interior rooms without windows.
28. Since the date of its appointment the Receiver undertook many activities at the Ottawa Property, including the following:

- a. With the assistance of LKSI, the Receiver conducted a site inspection and obtained a site inspection report. Attached hereto as **Appendix "G"** is the first site inspection report provided by Wever;
- b. Engaged LKSI as property manager to attend at the property twice per week, in accordance with vacancy requirements in the insurance policy the Receiver obtained and to address maintenance and other property management tasks as described herein;
- c. Added "No Trespassing" signs on the fence surrounding the property in accordance with insurance requirements;
- d. Arranged for the tarping of HVAC units in order to attempt to reduce roof leakage;
- e. As set out above, removed five (5) small trees on one side of the property as a safety precaution;
- f. Posted notices of the appointment of the Receiver on the front and rear doors of the building. Attached hereto as **Appendix "H"** is a copy of the notice;
- g. Arranged for insurance coverage through FCA, for third party liability coverage only. For the reasons set out below, the Receiver does not yet have an appraisal of the Ottawa Property. As such it was not able to obtain building coverage;
- h. Arranged for utility accounts with Hydro Ottawa and Enbridge Gas in the name of the Receiver;
- i. Notified the City of Ottawa, Property Tax Division, of the appointment of a Receiver over the Ottawa Property and obtained a tax certificate which indicates outstanding property tax of \$22,124.52 as at May 22, 2018. Attached hereto as **Appendix "I"** is a copy of the Tax Certificate;
- j. Registered a copy of the Appointment Order on title to the Ottawa Property in accordance with the Appointment Order;

- k. Through LKSI arranged for the disposal of all garbage and debris in the building as well as clean up of the interior of the building. The remaining assets were all left in place at the building; and,
- l. Engaged LKSI to arrange for lawn maintenance, where needed, on a bi-weekly basis.

### **Break-Ins, Vandalism and Damage to Vehicles at the Ottawa Property**

29. Wever has been attending at the Ottawa Property two days per week to conduct a walk through of the building.

30. Since May 24, 2018, Wever has reported 5 break-ins into the building all of which have been reported to the Ottawa Police Service. The unauthorized persons have been entering into the building by breaking windows at the side rear of the building which is least exposed to the general public.

31. Graffiti was sprayed on the back of the building and the Vehicles have both been vandalized by persons throwing bricks through the windshields.

32. On May 28, 2018 a break-in was reported to the Ottawa Police Service. When the police arrived on site they did a complete walk-through of the building to ensure that it was safe to enter. While at the site, the police conducted a license plate search of the Mazda which prompted them to alert the Royal Canadian Mounted Police (“RCMP”) to attend at the property as there was concern that the one or both Vehicles could be property belonging to the Embassy of the Islamic Republic of Iran.

33. On May 29, 2018 the Receiver spoke by phone with Constable McColl (“McColl”), a representative of the RCMP, to discuss the Receiver’s appointment and details regarding the Vehicles. During the call, McColl conducted VIN searches in her system for the Mazda and Toyota and verbally confirmed the following to the Receiver:

- a. that the Mazda was owned by 1655515 Ontario Inc. operating as Farhangeiran Inc. with a municipal address 290 Sheppard Avenue West, Toronto, Ontario with a plate that expired on September 30, 2013; and,

- b. that the Toyota was owned by the Embassy of Islamic Republic of Iran with a municipal address 245 Metcalf Street, Ottawa, Ontario with a license plate that expired in September, 2012.

34. A google search of the municipal address of 245 Metcalf Street, Ottawa, Ontario appears to be the Embassy of Iran.

35. During a follow up call with McColl that day, she advised the Receiver she would be speaking with her supervisor to confirm if they would be taking further steps to seize the Toyota owned by the Embassy of Islamic Republic of Iran and/or records located in the building.

36. On June 19, 2018 and July 4, 2018, the Receiver sent a follow up email to Constable McColl to confirm how they would like to proceed.

37. On July 6, 2018 McColl advised the Receiver that the Ottawa Property is not an official embassy property and that the RCMP's concern is limited to protecting Diplomatic members and the embassies themselves, not their contents or vehicles.

38. On June 14, 2018 at approximately 6:00 pm Wever arrived onsite to find another window had been broken at the rear of the building. There was a piece of folded paper holding a door ajar. Wever immediately contacted the police who advised him not to enter the building. At 7:15pm, the police completed their walk-through of the premises and confirmed that no one was found inside. During this walk through Wever observed a mattress on the floor of the fitness area with clothing scattered around it. Wever confirmed that the mattress was previously in the hallway of the building and had been moved to the fitness area evidencing that someone had been sleeping in the building.

39. In an attempt to prevent further break-ins into the building and as a safety precaution, the Receiver engaged Wever/LKSI to board all windows in the building with plywood, leaving all functional metal doors uncovered. The cost to board the windows was extensive as Wever needed to rent a lift machine in order to access the upper floor windows and employ several labourers to assist with the task.

40. Wever has reported to the Receiver that since this endeavour there have been no further break-ins at the Ottawa Property and that it has been successfully secured.

41. However, Wever has also reported to the Receiver that the vandalism to the Vehicles continues. The Receiver is seeking the Court's authority to immediately and permanently dispose of the Vehicles noting their state of extensive disrepair and considering the fact their respective license plates expired 5 to 6 years ago.

#### **Appraisal and Sales Process for the Ottawa Property**

42. Following receipt of the Appointment Order, the Receiver immediately began its due diligence on the Ottawa Property from the perspective of its future marketing and sale thereof. The Receiver did not have any records or information relating to the Ottawa Property and could not locate any during its attendances.

43. After many phone calls and emails with prospective appraisers, realtors, and site development planning companies, it became clear that this site was well known in the Ottawa community as a unique development opportunity, particularly given its TOD zoning.

44. The Receiver has spoken with and obtained quotes from several licensed real estate appraisers for this property. Given the nature and potential value of the property, over and above its current use, the appraisers suggest that the following be completed by the Receiver before an appraisal can be conducted:

- a. site survey, setting out the legal boundaries of the property;
- b. environmental site assessment (Phase I and/or II Environmental Site Assessment);
- c. preliminary geotechnical report;
- d. a highest and best use planning report in order to advise the appraiser of the highest and best use of the land in a development project.

45. The Receiver also believes that some of this information could be used in a sales process to provide to prospective purchasers with upfront information during their due diligence process.

Given the unique nature of the Ottawa Property it is anticipated that fairly extensive due diligence will be required by the prospective purchaser.

46. The Receiver has engaged Pinchin Ltd. (“Pinchin”) to conduct a Phase I Environmental Site Assessment (“**Phase I**”). On June 15, 2018, the Receiver met with a representative of Pinchin at the Ottawa Property who conducted their initial site visit. On July 5, 2018 Pinchin delivered its Phase I report to the Receiver which recommends proceeding with a Phase II Environmental Site Assessment (“**Phase II**”) as a result of their due diligence and historical database searches.

47. Such searches reveal, amongst other things, that the site has a record of an inactive 9,100 litre single-wall diesel underground storage tank and an inactive 9,100 litre single-wall gasoline storage tank that became inactive in 2007. Pinchin has not received any documentation regarding the removal of the tanks and at this juncture it stands to reason they are still located underground.

48. Furthermore, Pinchin advises that the Ottawa Property was located adjacent to a coal storage yard from approximately 1958 to 1965 which could have resulted in potential subsurface impacts at the site. A Phase II will involve the collection of soil testing and water samples from the Ottawa Property as well as other analysis. Because the site is very large Pinchin explained that they cannot bore 2 or 3 holes as they would ordinarily do on a smaller property. They must bore 12 to 14 holes throughout the property which results in increased costs. On July 5, 2018, Pinchin provided a quote to complete the Phase II which cost is estimated to be in the vicinity of \$35,000. The Receiver will be considering this quote and attempting to obtain other quotes for this service. The Receiver will report back to the Court in due course.

49. The Receiver has also engaged Annis O’Sullivan Vollebakk Ltd. to conduct a site survey which should be completed in July 2018.

50. The Receiver has not yet decided on whether to obtain a preliminary geotechnical report or to engage a planning company to conduct a highest and best use planning report, as the city has already designated the zoning for the property. The Receiver will make its decision in due course.

51. In accordance with the Appointment Order, the Receiver is empowered and authorized to market, advertise and solicit offers for the sale of the Ottawa Property. In this regard, the Receiver has obtained listing proposals, opinions of value and proposed commission rates from three realtors in the Ottawa area. The Receiver has included copies of the three listing proposals in its Confidential First Report.

52. Until such time as the items set out above are completed, as well as an appraisal of the property, the Receiver is of the opinion it is not yet in a position to list the Ottawa Property for sale. The Receiver will report to the Court further in due course.

## **VI. CONFIDENTIAL REPORT OF THE RECEIVER**

53. The Receiver has prepared a Confidential First Report which includes, the appraisal of the Toronto Property, the two listing proposals relating to the Toronto Property and the three listing proposals relating to the Ottawa Property.

54. The Receiver is seeking an Order sealing the Confidential First Report from the general public until further order of the Court and no later than the closing of the future sales of both properties. The Receiver believes that the information contained therein contains sensitive commercial information about (1) the value of the Toronto Property; (2) the value of the Ottawa Property; and (3) contains names and proposed commission rates for the potential realtors for the Ottawa Property and given that the Receiver's selection of a realtor for the Ottawa Property has yet to be made, the release of the information could adversely impact the bidding process for the listing of the Ottawa Property and the ultimate selling price for both properties.

## **VII. PROCEDURAL MATTERS**

55. In accordance with the E-Service Protocol provisions of the Appointment Order, the Receiver created a case website at the URL <http://www.albertgelman.com/corporate-solutions/other-engagements/>.

### **Service**

56. On May 22, 2018 the Receiver attended to serving Farhangeiran with a copy of the Appointment Order by sending a copy of same to it at the Toronto Property and by sending a

copy to the attention of Daniel Nakhlestani, care of Home Life Victory Realty Inc. to his email address [nakhlestani@hotmail.com](mailto:nakhlestani@hotmail.com). Service was made in accordance with paragraph 31 of the Appointment Order which adopted the terms of service for Farhangeiran pursuant to the Order of Madame Justice Greer dated June 26, 2013 which varied the Order of Mr. Justice Moore dated April 12, 2013, copies of which are attached hereto as **Appendix “J”** and **Appendix “K”**.

57. The email to Mr. Nakhlestani was sent from Ms. Chrapek, a legal secretary employed by the firm of Lipman Zener Waxman LLP, counsel for the Receiver. Attached hereto and marked as **Appendix “L”** is a copy of the email and accompanying letter.

58. Mr. Nakhlestani phoned Ms. Chrapek demanding why she sent him correspondence on behalf of Farhangeiran. Ms. Chrapek advised that she would transfer him to Mr. Zeitz, the lawyer with carriage of the matter. He refused to be transferred stating that the email was sent from Ms. Chrapek and demanded an answer from her.

59. Ms. Chrapek nevertheless proceeded to transfer Mr. Nakhlestani to Mr. Zeitz. It was explained to Mr. Nakhlestani that a court order exists requiring service on Farhangeiran be made by sending a copy of the material to him noting that he was its realtor. Mr. Nakhlestani advised he had the listing for 2 weeks or so many years ago and that he has nothing to do with Farhangeiran and that no further documents should be sent to him on its behalf.

60. Mr. Nakhlestani was asked to send Mr. Zeitz an email confirming the foregoing that would be presented to the court in support of obtaining an alternate service order. Mr. Nakhlestani grew belligerent, refused to provide anything in writing and shouted obscenities, most of which were recorded. Mr. Nakhlestani ended the conversation abruptly by hanging up the phone.

61. It is the Receiver’s opinion that Justice Greer’s Order for subservice on Mr. Nakhlestani from April 2013 is no longer relevant and that it is unlikely that Farhangeiran is receiving notice through Mr. Nakhlestani. In the circumstances, and noting that Farhangeiran remains the registered legal title owner of the Toronto Property, the Receiver is seeking an Order authorizing service be made on Farhangeiran by posting a notice of any future proceedings in connection with this receivership in the National Post substantially in the form annexed hereto as **Appendix “M”**.

62. While service appears to have been successfully made on Mobin pursuant to Mr. Justice Moore's Order of April 12, 2013 and the Appointment Order, noting the material has not been returned, the Receiver recommends also serving Mobin by posting a notice in the National Post as set out above. The Receiver has not received any response or acknowledgment from Mobin nor has the material sent to it been returned.

## VIII. INTERIM STATEMENT OF RECEIPTS AND DISBURSEMENTS

63. Attached hereto at **Appendix "N"** is the Receiver's Interim Statement of Receipts and Disbursements dated July 5, 2018 ("**Interim R&D**").

64. In accordance with the receivership funding provisions of the Appointment Order, the Receiver has borrowed \$75,000 from Adair Goldblatt Bieber LLP ("**Adair**") in order to fund disbursements of the Receiver. Adair is counsel to the applicant creditors who obtained the Appointment Order. The Receiver has issued Borrowing Certificate No. 1 to Adair dated June 5, 2018 ("**Borrowing Certificate**") as evidence of the borrowings. Attached hereto as **Appendix "O"** is a copy of the borrowing certificate.

65. As set out in the Interim R&D, the Receiver has cash on hand in its trust account of \$58,412.41 and accrued disbursements totaling \$79,256.82 for which \$24,428.82 relates to operating and maintenance expenditures and \$54,828 on account of the Receiver's fees. The Receiver will be paying the operating expenditures once invoices are rendered and will consider borrowing additional funds from Adair to fund the balance or wait to pay its accounts from the proceeds of the Toronto Property, once sold.

## IX. ACCOUNTS OF THE RECEIVER AND ITS COUNSEL

66. Attached hereto as **Appendix "P"** is the Affidavit of Bryan Gelman regarding the Receiver's fees to June 30, 2018 accompanied by supporting time dockets (the "**Receiver's Fees**").

67. Attached hereto as **Appendix "Q"** is the Affidavit of Jason D. Spetter regarding the fees and disbursements of the Receiver's counsel, Lipman Zener Waxman LLP ("**LZW**"), to July 9,

2018 accompanied by supporting time dockets. The Receiver believes that its fees and disbursements, as well as the fees and disbursements of LZW are fair and reasonable.

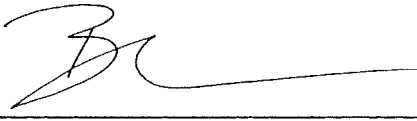
#### **X. RECEIVER'S REQUEST FOR APPROVAL**

68. The Receiver respectfully requests an Order of this Honourable Court, including the following relief:

- a. approving this First Report, as well as the actions and activities of the Receiver described herein, including the Receiver's interim statement of receipts and disbursements as of July 5, 2018;
- b. approving the Confidential First Report of the Receiver dated July 9, 2018 and the sealing of the Confidential First Report until such time as the Toronto Property and Ottawa Property have been sold and conveyed to the purchaser(s);
- c. authorizing the Receiver to dispose of the contents of the Toronto Property;
- d. authorizing the Receiver to dispose of the two Vehicles (defined below) located at the Ottawa Property;
- e. authorizing the Receiver to relocate the two safes at the Ottawa Property to an offsite location to be opened by the Receiver;
- f. authorizing service on Farhangeiran and Mobin by serving them via publication of a notice of any future motions and/or hearing in connection with this receivership in the National Post;
- g. approving the professional fees and disbursements of the Receiver to June 30, 2018 and LZW to July 9, 2018; and
- h. such further and other relief as this Honourable Court may deem just.

All of which is respectfully submitted this 9th day of July, 2018.

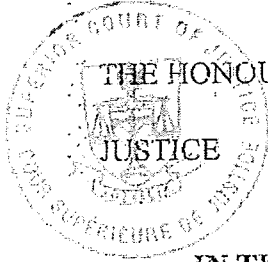
**ALBERT GELMAN INC., solely in its  
capacity as Receiver and not in its personal capacity**

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

# Appendix “A”

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

ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST



THE HONOURABLE  
JUSTICE

*HAINÉY*

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*TUESDAY*, THE *22ND*  
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.

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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:

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- (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;

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- (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, ~~fixed at the amount of \$1~~ ~~(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 Farhangwan 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 Maedonald & Swan LLP, csterenson@stevensonslaw.net.

*Handwritten signature*

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

MAY 22 2018

PER / PAR:

*Handwritten initials*

## 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

# **Appendix “B”**



(A):  
(O):

## Property Detail Report



Purchased Date: 2018-05-17



**Property Address:** 290 SHEPPARD AVE W

**Municipality:** CITY OF TORONTO

**Roll Number:** 190807293001100

### Base Sales & Assessment Data

#### Property Information:

|   |                                     |
|---|-------------------------------------|
| <b>Property Type:</b>                     | Commercial                          |
| <b>Property Code &amp; Description:</b>   | 405-Office use converted from house |
| <b>Assessment Roll Legal Description:</b> | PLAN 2069 PT LOT 3                  |
| <b>Legal Description:</b>                 |                                     |
| <b>Year Built:</b>                        | <b>Frontage(ft):</b> 50.00          |
| <b>Number of Full Storeys:</b>            | <b>Depth(ft):</b> 125.00            |
| <b>Number of Partial Storeys:</b>         | <b>Site Area(sq.ft.):</b> - Sq.Feet |
|   | <b>Variance:</b> Regular            |

#### Sale Information:

|                          |            |
|--------------------------|------------|
| <b>Last Sale Date:</b>   | 01/04/2005 |
| <b>Last Sale Amount:</b> | \$827,000  |

#### Valuation Information:

|  |                             |
|--|-----------------------------|
| <b>Assessed Value on January 1, 2016*:</b> | \$1,525,000                 |
| <b>Assessed Value on January 1, 2012:</b>  | \$1,137,000                 |
| <b>Taxation Year:</b>                      | <b>Phased-In Assessment</b> |
| 2016                                       | \$1,137,000                 |
| 2017                                       | \$1,234,000                 |
| 2018                                       | \$1,331,000**               |
| 2019                                       | \$1,428,000                 |
| 2020                                       | \$1,525,000                 |

NOTE: Under the Assessment Act a number of changes have been made to the property assessment system, which became effective in the 2009 property tax year. These changes include the introduction of a four-year assessment update and a phase-in of assessment increases. For more information regarding Assessment Updates visit [www.mpac.ca](http://www.mpac.ca)

\*Assessed Value is based on a January 1, 2016 Valuation Date.

\*\*Phased-in Assessment reflects the phased-in portion of the Assessed Value returned to the municipality/local taxing authority on the 2017 Assessment Roll for the 2018 taxation year.

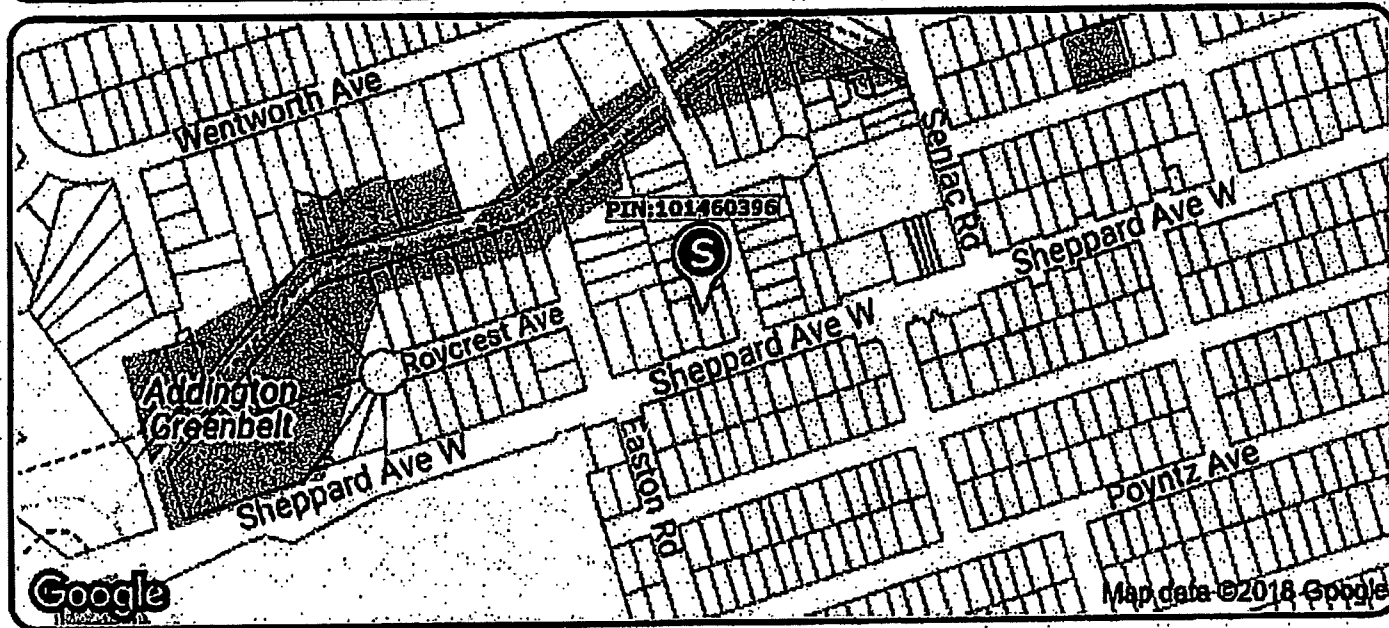
### Enhanced Data

Private Sanitary Service:

Private Water Service:

Zoning Code:

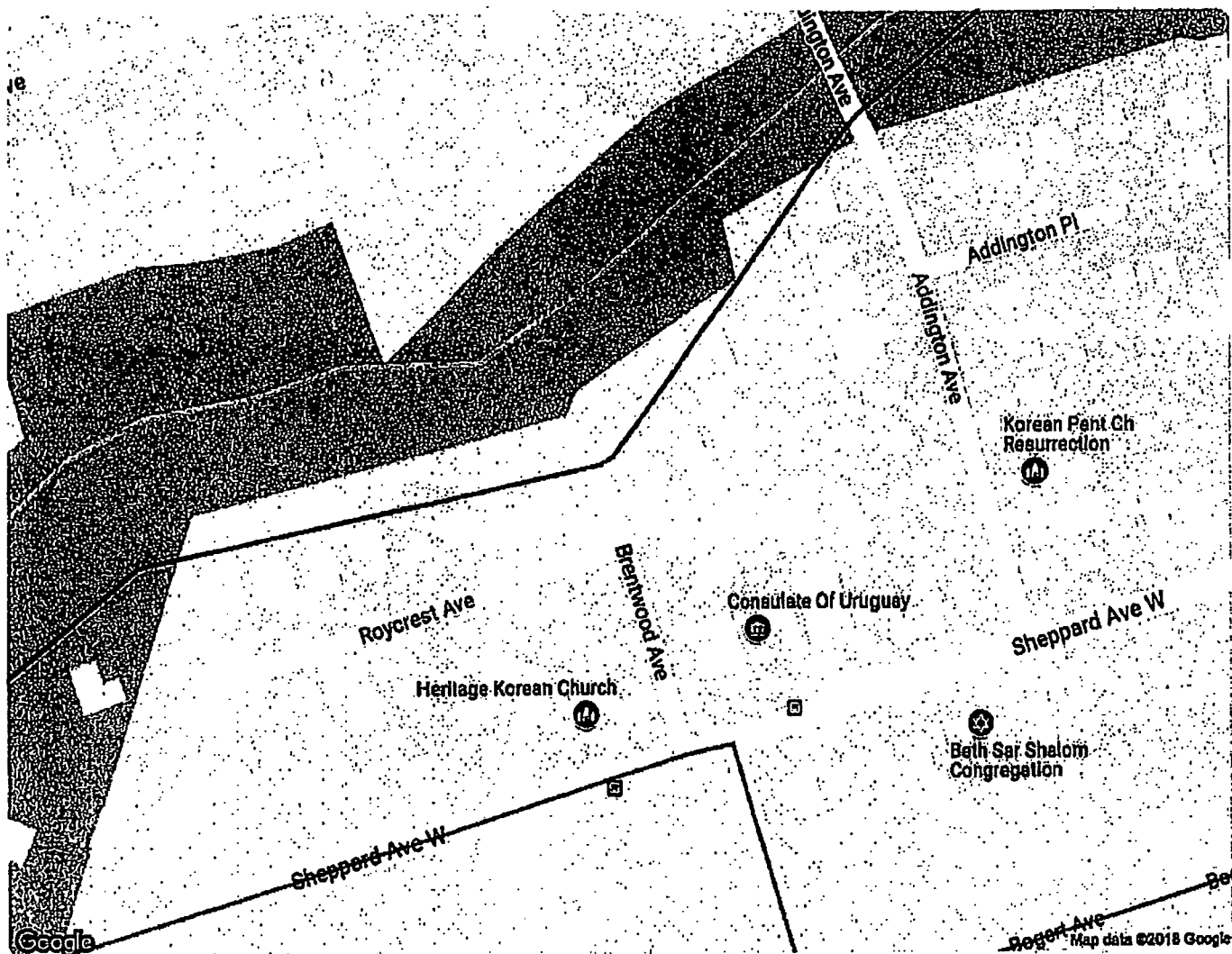
C6



**Neighbourhood Profile**

*(Based on Statistics Canada Census Dissemination Areas)*

|   |   |   |
|---|---|---|
| <b>Total Population (Projection):</b>       | <b>Median Age of Population (Projection):</b> | <b>Share of Census Families with Children (% Projection):</b> |
| <b>201</b>                                  | <b>47.00</b>                                  | <b>50%%</b>   |
| <b>Average Household size (Projection):</b> | <b>Average Household Income (Projection):</b> | <b>Total Number of Households (Projection):</b>               |
| <b>2.60</b>                                 | <b>\$ 98,611.14</b>                           | <b>77</b>   |



# Appendix “C”

ALBERT  GELMAN

# NOTICE OF APPOINTMENT OF RECEIVER

**290 SHEPPARD AVENUE WEST, TORONTO**

Dear Sir or Madam:

**Re: Real Property municipally known as 290 Sheppard Avenue West, Toronto, in Receivership**

Please be advised that Albert Gelman Inc. (the "Receiver") has been appointed by the Court as Receiver of the real property municipally known as 290 Sheppard Avenue West, Toronto on May 22, 2018. A copy of the appointment Order can be downloaded from the Receiver's website at:  
<http://www.albertgelman.com/corporate-solutions/other-engagements/>

If you require further information regarding the receivership proceeding you may contact the Receiver using the following contact information:

Albert Gelman Inc.  
100 Simcoe Street, Suite 125, Toronto, Ontario  
Attention: Bryan Gelman  
Tel: 416-504-1650 ext. 115  
[bgelman@albertgelman.com](mailto:bgelman@albertgelman.com)

Yours very truly,

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

# Appendix “D”



**TAX CERTIFICATE**

5100 Yonge Street, Toronto ON M2N 5V7  
 Tel: 311 Outside city limits: (416) 392-CITY (2489) Fax: (416) 696-3640  
 (UNDER SECTION 352 OF THE MUNICIPAL ACT, 2001 S.O. 2001, C. 25 AND SECTION 317 OF THE CITY OF TORONTO ACT, 2006, S.O. 2006, C. 11)  
 Assessment Roll Number 19-08-07-2-930-01100-0000-0 4

Issued to:  
 Lipman Zener & Waxman LLP  
 Dorothy Chrapek  
 1220 Elginton Avenue West  
 Toronto ON M6C 2E3

| DESCRIPTION OF PROPERTY                  |                 |
|--|-----------------|
| 290 SHEPPARD AVE W<br>PLAN 2069 PT LOT 3 |                 |
| TAX SUMMARY                              |                 |
| 2018                                     | Taxes 25,776.35 |

Your Ref. No.:  
 Statement Showing Taxes as at: May 18, 2018

**MESSAGES**  
 Contact S. Wilson & Co. Bailiffs (416-633-1416) for prior years(s) taxes. Amounts shown do not include fees.

| OUTSTANDING TAXES |                  |           |          |        |           |                     |
|-------------------|------------------|-----------|----------|--------|-----------|---------------------|
| Year              | Description      | Taxes     | Interest | Fees   | Total     | Related Roll Number |
| 2018              | Real Estate 2018 | 11,540.48 | 288.53   | 0.00   | 11,829.01 |                     |
| 2018              | WATER-112317     | 352.72    | 13.23    | 38.46  | 404.41    |                     |
| 2017              | Real Estate 2017 | 23,080.95 | 3,383.70 | 0.00   | 26,464.65 |                     |
| 2017              | WATER-112416     | 205.19    | 38.40    | 37.71  | 281.30    |                     |
| 2017              | WATER-033017     | 285.42    | 39.27    | 37.71  | 362.40    |                     |
| 2017              | WATER-072717     | 224.97    | 19.67    | 37.71  | 282.35    |                     |
| 2016              | Real Estate 2016 | 10,907.16 | 3,008.24 | 111.54 | 14,026.94 |                     |
| 2016              | WATER-072816     | 192.47    | 45.79    | 128.74 | 367.00    |                     |
| <b>Total:</b>     |                  | 46,789.38 | 6,836.83 | 391.87 | 54,018.06 |                     |

**Important Notice: PLEASE ADVISE YOUR CLIENT OF TAXES NOT YET DUE**

| FUTURE INSTALLMENTS |            |                  |                     |
|---------------------|------------|------------------|---------------------|
| Due Date            | Amount Due | Description      | Related Roll Number |
| July 03, 2018       | 4,746.00   | Real Estate 2018 |                     |
| August 01, 2018     | 4,746.00   | Real Estate 2018 |                     |
| September 04, 2018  | 4,743.87   | Real Estate 2018 |                     |
| <b>Total:</b>       | 14,235.87  |                  |                     |



**CHANGE OF OWNERSHIP NOTICE**

Out Here  
 RCS-G16

Return To: City Of Toronto  
 Revenue Services  
 PO Box 4300, STN A  
 Toronto ON M5W 3B5  
 Fax: (416) 696-3640

Assessment Roll Number  
 19-08-07-2-930-01100-0000-0 4

Issued to:  
 Lipman Zener & Waxman LLP  
 Dorothy Chrapek  
 1220 Elginton Avenue West  
 Toronto ON M6C 2E3

Your Ref. No.:

| DESCRIPTION OF PROPERTY                  |
|--|
| 290 SHEPPARD AVE W<br>PLAN 2069 PT LOT 3 |
| MESSAGES                                 |
|  |

| CHANGES          |                                |
|------------------|--------------------------------|
| Owner(s)         | Surname _____ Given Name _____ |
|                  | Surname _____ Given Name _____ |
|                  | Surname _____ Given Name _____ |
| Mailing Address  | _____                          |
| Postal Code      | _____                          |
| Property Address | _____                          |

\*\*\* PLEASE RETURN THIS PART OF THE FORM AFTER THE DATE OF CLOSING - THANK YOU \*\*

Closing Date

Signature

TAXCER003A



**TAX CERTIFICATE**

5100 Yonge Street, Toronto ON M2N 5V7  
 Tel: 311 Outside city limits: (416) 392-CITY (2489) Fax: (416) 696-3640  
 (UNDER SECTION 352 OF THE MUNICIPAL ACT, 2001 S.O. 2001, C. 25 AND  
 SECTION 317 OF THE CITY OF TORONTO ACT, 2006, S.O. 2006, C. 11 )

Assessment Roll Number  
 19-08-07-2-930-01100-0000-0 4

Issued to:  
 Lipman Zener & Waxman LLP  
 Dorothy Chrapek  
 1220 Elginton Avenue West  
 Toronto ON M6C 2E3

| DESCRIPTION OF PROPERTY                  |                 |
|--|-----------------|
| 290 SHEPPARD AVE W<br>PLAN 2069 PT LOT 3 |                 |
| TAX SUMMARY                              |                 |
| 2018                                     | Taxes 25,776.35 |

Your Ref. No.:  
 Statement Showing Taxes as at: May 18, 2018

I hereby certify that the above statement shows all arrears of taxes (prior years) and unpaid current year's taxes against the above lands, and proceedings have not been commenced under the *Municipal Tax Sales Act, 1990* or the *Municipal Act, 2001, S.O. 2001, C.25*, as amended and the *City of Toronto Act 2006 S.O. 2006, C.11*, unless otherwise indicated below.

THIS CERTIFICATE IS ISSUED SUBJECT TO CHEQUES TENDERED IN  
 PAYMENT OF TAXES BEING HONoured BY THE BANK  
 FEE PAID 67.30 for each separate parcel

Treasurer, City of Toronto

**Important Notes:**

- This Certificate covers levied Tax Arrears or Current Taxes.
- There are a variety of services which may be added to the Collector's Roll and collected as Taxes. The most common are Water Services and Current Weeding. For further information you should contact Collections (416) 395-6174 for Water arrears; (416) 338-0338 for work orders arrears; and Sewer Impost Charges: (416) 392-7519. For Building and Inspection Charges please call (416) 338-0338. For Fire Charges, please call Fire Services at (416) 338-5625.
- The amount of the levy does not include subsequent supplementary taxes that may be levied and added pursuant to Section 33 and 34 of the *Assessment Act, R.S.O. 1990*, as amended, nor does it include adjustments that may be made pursuant to Sections 357, 358 and 359 of the *Municipal Act, 2001, S.O. 2001, c.25*, as amended, Sections 323, 325 and 326 of the *City of Toronto Act, 2006, S.O. 2006, C. 11*, Section 40 of the *Assessment Act, R.S.O.* as amended, or any legislative amendments that provide for further adjustments. It is recommended that you contact the Municipal Property Assessment Corporation (MPAC) at 1-866-298-8722 to determine potential changes in assessment.
- This Certificate is exclusive of any Local Improvement charges that have not been added to the Collector's Roll at the date of this Certification. Additional information may be obtained by calling (416) 395-6788.
- This certificate is subject to any apportionment which may be made pursuant to Section 356 of the *Municipal Act, 2001, S.O. 2001, c.25*, as amended or Section 322 of the *City of Toronto Act, 2006, S.O. 2006, C. 11*.
- This certificate is subject to any phase-in/capping recalculation made pursuant to Section 318 of the *Municipal Act, 2001, S.O. 2001, c.25*, as amended or Section 282 of the *City of Toronto Act, 2006, S.O. 2006, C. 11*.
- An administrative fee will be added to the account when there is an ownership transfer. For more information please visit our website at [www.toronto.ca/taxes/property\\_tax](http://www.toronto.ca/taxes/property_tax) and click to our fees page for current charges.



**CHANGE OF OWNERSHIP NOTICE**

Call Here  
 RCS-G16

Return To: City Of Toronto  
 Revenue Services  
 PO Box 4300, STN A  
 Toronto ON M5W 3B5  
 Fax: (416) 696-3640

Assessment Roll Number  
 19-08-07-2-930-01100-0000-0 4

Issued to:  
 Lipman Zener & Waxman LLP  
 Dorothy Chrapek  
 1220 Elginton Avenue West  
 Toronto ON M6C 2E3

Your Ref. No.:

| DESCRIPTION OF PROPERTY                  |
|--|
| 290 SHEPPARD AVE W<br>PLAN 2069 PT LOT 3 |
| MESSAGES                                 |
|  |

| CHANGES          |                                |
|------------------|--------------------------------|
| Owner(s)         | Surname _____ Given Name _____ |
|                  | Surname _____ Given Name _____ |
|                  | Surname _____ Given Name _____ |
| Mailing Address  | _____                          |
| Postal Code      | _____                          |
| Property Address | _____                          |

\*\*\* PLEASE RETURN THIS PART OF THE FORM AFTER THE DATE OF CLOSING - THANK YOU \*\*

Closing Date

Signature

TAXCER003A

# **Appendix “E”**



Form 520 for use in the Province of Ontario

Listing Agreement - Commercial Seller Representation Agreement Authority to Offer for Sale



This is a Multiple Listing Service® Agreement



OR

This Listing is Exclusive



BETWEEN: BROKERAGE: FOREST HILL REAL ESTATE INC.

9001 DUFFERIN ST UNIT A9 THORNHILL (the "Listing Brokerage")

SELLER(S): ALBERT GELMAN INC. (the "Seller")

In consideration of the Listing Brokerage listing the real property for sale known as 290 SHEPPARD AVENUE WEST.

PT LT 3 PL 2069 TWP OF YORK AS IN TB862589 CITY OF TORONTO (the "Property")

the Seller hereby gives the Listing Brokerage the exclusive and irrevocable right to act as the Seller's agent,

commencing at 12:01 a.m. on the 27th day of June 2018

until 11:59 p.m. on the 30th day of October 2018 (the "Listing Period"),

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



to offer the Property for sale at a price of:

One Million Eight Hundred Ninety-Nine Thousand Dollars (\$Cdn 1,899,000.00)

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

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

1. DEFINITIONS AND INTERPRETATIONS: For the purposes of this Agreement ("Authority" or "Agreement"): "Seller" includes vendor and a "buyer" includes a purchaser or a prospective purchaser. A purchase shall be deemed to include the entering into of any agreement to exchange, or the obtaining of an option to purchase which is subsequently exercised, or the causing of a First Right of Refusal to be exercised, or an agreement to sell or transfer shares or assets. "Real property" includes real estate as defined in the Real Estate and Business Brokers Act (2002). The "Property" shall be deemed to include any part thereof or interest therein. A "real estate board" includes a real estate association. Commission shall be deemed to include other remuneration. This Agreement shall be read with all changes of gender or number required by the context. For purposes of this Agreement, anyone introduced to or shown the Property shall be deemed to include any spouse, heirs, executors, administrators, successors, assigns, related corporations and affiliated corporations. Related corporations or affiliated corporations shall include any corporation where one half or a majority of the shareholders, directors or officers of the related or affiliated corporation are the same person(s) as the shareholders, directors, or officers of the corporation introduced to or shown the Property.

2. COMMISSION: In consideration of the Listing Brokerage listing the Property for sale, the Seller agrees to pay the Listing Brokerage a commission of 4% of the sale price of the Property or \*IN THE EVENT THERE IS NO OTHER REALTOR INVOLVED

THE FULL COMMISSION TO LISTING BROKERAGE IS 3%\* for any valid offer to purchase the Property from any source whatsoever obtained during the Listing Period and on the terms and conditions set out in this Agreement OR such other terms and conditions as the Seller may accept.

INITIALS OF LISTING BROKERAGE:



INITIALS OF SELLER(S):



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The Seller authorizes the Listing Brokerage to co-operate with any other registered real estate brokerage (co-operating brokerage), and to offer to pay the co-operating brokerage a commission of 2.5% of the sale price of the Property or

out of the commission the Seller pays the Listing Brokerage. The Seller further agrees to pay such commission as calculated above if an agreement to purchase is agreed to or accepted by the Seller or anyone on

the Seller's behalf within 90 days after the expiration of the Listing Period (Holdover Period), so long as such agreement is with anyone who was introduced to the Property from any source whatsoever during the Listing Period or shown the Property during the Listing Period. If, however, the offer for the purchase of the Property is pursuant to a new agreement in writing to pay commission to another registered real estate brokerage, the Seller's liability for commission shall be reduced by the amount paid by the Seller under the new agreement.

The Seller further agrees to pay such commission as calculated above even if the transaction contemplated by an agreement to purchase agreed to or accepted by the Seller or anyone on the Seller's behalf is not completed, if such non-completion is owing or attributable to the Seller's default or neglect, said commission to be payable on the date set for completion of the purchase of the Property.

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

In the event the buyer fails to complete the purchase and the deposit or any part thereof becomes forfeited, awarded, directed or released to the Seller, the Seller then authorizes the Listing Brokerage to retain as commission for services rendered, fifty (50%) per cent of the amount of the said deposit forfeited, awarded, directed or released to the Seller (but not to exceed the commission payable had a sale been consummated) and to pay the balance of the deposit to the Seller.

All amounts set out as commission are to be paid plus applicable taxes on such commission.

- 3. **REPRESENTATION:** The Seller acknowledges that the Listing Brokerage has provided the Seller with written information explaining agency relationships, including information on Seller Representation, Sub-agency, Buyer Representation, Multiple Representation and Customer Service. The Seller understands that unless the Seller is otherwise informed, the co-operating brokerage is representing the interests of the buyer in the transaction. The Seller further acknowledges that the Listing Brokerage may be listing other properties that may be similar to the Seller's Property and the Seller hereby consents to the Listing Brokerage acting as an agent for more than one seller without any claim by the Seller of conflict of interest. Unless otherwise agreed in writing between Seller and Listing Brokerage, any commission payable to any other brokerage shall be paid out of the commission the Seller pays the Listing Brokerage. The Seller hereby appoints the Listing Brokerage as the Seller's agent for the purpose of giving and receiving notices pursuant to any offer or agreement to purchase the Property.

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

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

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

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

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

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

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

INITIALS OF LISTING BROKERAGE:

INITIALS OF SELLER(S):

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- 4. REFERRAL OF ENQUIRIES:** The Seller agrees that during the Listing Period, the Seller shall advise the Listing Brokerage immediately of all enquiries from any source whatsoever, and all offers to purchase submitted to the Seller shall be immediately submitted to the Listing Brokerage by the Seller before the Seller accepts or rejects the same. If any enquiry during the Listing Period results in the Seller's accepting a valid offer to purchase during the Listing Period or within the Holdover Period after the expiration of the Listing Period described above, the Seller agrees to pay the Listing Brokerage the amount of commission set out above, payable within five (5) days following the Listing Brokerage's written demand therefor.
- 5. MARKETING:** The Seller agrees to allow the Listing Brokerage to show and permit prospective buyers to fully inspect the Property during reasonable hours and the Seller gives the Listing Brokerage the sole and exclusive right to place "For Sale" and "Sold" sign(s) upon the Property. The Seller consents to the Listing Brokerage including information in advertising that may identify the Property. The Seller further agrees that the Listing Brokerage shall have sole and exclusive authority to make all advertising decisions relating to the marketing of the Property during the Listing Period. The Seller agrees that the Listing Brokerage will not be held liable in any manner whatsoever for any acts or omissions with respect to advertising by the Listing Brokerage or any other party, other than by the Listing Brokerage's gross negligence or willful act.
- 6. WARRANTY:** The Seller represents and warrants that the Seller has the exclusive authority and power to execute this Authority to offer the Property for sale and that the Seller has informed the Listing Brokerage of any third party interests or claims on the Property such as rights of first refusal, options, easements, mortgages, encumbrances or otherwise concerning the Property, which may affect the sale of the Property.
- 7. INDEMNIFICATION AND INSURANCE:** The Seller will not hold the Listing Brokerage and representatives of the Brokerage responsible for any loss or damage to the Property or contents occurring during the term of this Agreement caused by the Listing Brokerage or anyone else by any means, including theft, fire or vandalism; other than by the Listing Brokerage's gross negligence or willful act. The Seller agrees to indemnify and save harmless the Listing Brokerage and representatives of the Brokerage and any co-operating brokerage from any liability, claim, loss, cost, damage or injury, including but not limited to loss of the commission payable under this Agreement, caused or contributed to by the breach of any warranty or representation made by the Seller in this Agreement or the accompanying data form. The Seller agrees to indemnify and save harmless the Listing Brokerage and representatives of the Brokerage and any co-operating brokerage from any liability, claim, loss, cost, damage or injury as a result of the Property being affected by any contaminants or environmental problems.  
The Seller warrants the Property is insured, including personal liability insurance against any claims or lawsuits resulting from bodily injury or property damage to others caused in any way on or at the Property and the Seller indemnifies the Brokerage and all of its employees, representatives, salespersons and brokers (Listing Brokerage) and any co-operating brokerage and all of its employees, representatives, salespersons and brokers (co-operating brokerage) for and against any claims against the Listing Brokerage or co-operating brokerage made by anyone who attends or visits the Property.
- 8. FAMILY LAW ACT:** The Seller hereby warrants that spousal consent is not necessary under the provisions of the Family Law Act, R.S.O. 1990, unless the spouse of the Seller has executed the consent hereinafter provided.
- 9. FINDERS FEES:** The Seller acknowledges that the Brokerage may be receiving a finder's fee, reward and/or referral incentive, and the Seller consents to any such benefit being received and retained by the Brokerage in addition to the commission as described above.
- 10. VERIFICATION OF INFORMATION:** The Seller authorizes the Listing Brokerage to obtain any information from any regulatory authorities, governments, mortgagees or others affecting the Property and the Seller agrees to execute and deliver such further authorizations in this regard as may be reasonably required. The Seller hereby appoints the Listing Brokerage or the Listing Brokerage's authorized representative as the Seller's attorney to execute such documentation as may be necessary to effect obtaining any information as aforesaid. The Seller hereby authorizes, instructs and directs the above noted regulatory authorities, governments, mortgagees or others to release any and all information to the Listing Brokerage.
- 11. USE AND DISTRIBUTION OF INFORMATION:** The Seller consents to the collection, use and disclosure of personal information by the Brokerage for the purpose of listing and marketing the Property including, but not limited to: listing and advertising the Property using any medium including the Internet; disclosing Property information to prospective buyers, brokerages, salespersons and others who may assist in the sale of the Property; such other use of the Seller's personal information as is consistent with listing and marketing of the Property. The Seller consents, if this is an MLS® Listing, to placement of the listing information and sales information by the Brokerage into the database(s) of the MLS® System of the appropriate Board, and to the posting of any documents and other information (including, without limitation, photographs, images, graphics, audio and video recordings, virtual tours, drawings, floor plans, architectural designs, artistic renderings, surveys and listing descriptions) provided by or on behalf of the Seller into the database(s) of the MLS® System of the appropriate Board. The Seller hereby indemnifies and saves harmless the Brokerage and/or any of its employees, servants, brokers or sales representatives from any and all claims, liabilities, suits, actions, losses, costs and legal fees caused by, or arising out of, or resulting from the posting of any documents or other information (including, without limitation, photographs, images, graphics, audio and video recordings, virtual tours, drawings, floor plans, architectural designs, artistic renderings, surveys and listing descriptions) as aforesaid. The Seller acknowledges that the database, within the board's MLS® System is the property of the real estate board(s) and can be licensed, resold, or otherwise dealt with by the board(s). The Seller further acknowledges that the real estate board(s) may, during the term of the listing and thereafter, distribute the information in the database, within the board's MLS® System to any persons authorized to use such service which may include other brokerages, government departments, appraisers, municipal organizations and others; market the Property, at its option, in any medium, including electronic media; during the term of the listing and thereafter, compile, retain and publish any statistics including historical data within the board's MLS® System and retain, reproduce and display photographs, images, graphics, audio and video recordings, virtual tours, drawings, floor plans, architectural designs, artistic renderings, surveys and listing descriptions which may be used by board members to conduct comparative analyses; and make such other use of the information as the Brokerage and/or real estate board(s) deem appropriate, in connection with the listing, marketing and

INITIALS OF LISTING BROKERAGE:

INITIALS OF SELLER(S):

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selling of real estate during the term of the listing and thereafter. The Seller acknowledges that the information, personal or otherwise ("Information"), provided to the real estate board or association may be stored on databases located outside of Canada, in which case the information would be subject to the laws of the jurisdiction in which the information is located.

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

(Does)

(Does Not)

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

**12. SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms of this Agreement.

**13. CONFLICT OR DISCREPANCY:** If there is any conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement, including any Schedule attached hereto, shall constitute the entire Authority from the Seller to the Brokerage. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein.

**14. ELECTRONIC COMMUNICATION:** This Agreement and any agreements, notices or other communications contemplated thereby may be transmitted by means of electronic systems, in which case signatures shall be deemed to be original. The transmission of this Agreement by the Seller by electronic means shall be deemed to confirm the Seller has retained a true copy of the Agreement.

**15. ELECTRONIC SIGNATURES:** If this Agreement has been signed with an electronic signature the parties hereto consent and agree to the use of such electronic signature with respect to this Agreement pursuant to the *Electronic Commerce Act 2000, S.O. 2000, c17* as amended from time to time.

**16. SCHEDULE(S) A:** ..... and data form attached hereto form(s) part of this Agreement.

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

..... DATE ..... **MICHAEL SWITZER**  
(Authorized to bind the Listing Brokerage) (Name of Person Signing)

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

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

**ALBERT GELMAN INC., in its capacity as Co-A Receiver,**  
(Name of Seller)

DATE **July 4/18**  
(Signature of Seller/Authorized Signing Officer) (Seal) (Tel. No.)

..... DATE .....  
(Signature of Seller/Authorized Signing Officer) (Seal)

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

..... DATE .....  
(Spouse) (Seal)

**DECLARATION OF INSURANCE**

The broker/salesperson **MICHAEL SWITZER** (Name of Broker/Salesperson)  
 hereby declares that he/she is insured as required by the Real Estate and Business Brokers Act (REBBA) and Regulations.  
  
(Signature of Broker/Salesperson)

**ACKNOWLEDGEMENT**

The Seller(s) hereby acknowledge that the Seller(s) fully understand the terms of this Agreement and have received a true copy of

this Agreement on the ..... day of ....., 20 .....

Date: **July 4/18**  
(Signature of Seller) **ALBERT GELMAN INC.**  
(Signature of Seller)

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**Schedule A**  
**Listing Agreement**  
**Authority to Offer for Sale**

This Schedule is attached to and forms part of the Listing Agreement Authority to Offer for Sale (Agreement) between:

**BROKERAGE, FOREST HILL REAL ESTATE INC.**....., and

**SELLER(S), ALBERT GELMAN INC.**.....

for the property known as **290 SHEPPARD AVENUE WEST**..... **PT LT 3 PL 2069 TWP OF YO**

**CITY OF TORONTO**..... dated the ..... day of ....., 20.....

The Listing Brokerage acknowledges that Albert Gelman Inc. is authorized to sell the Property in its capacity as Court-Appointed Receiver pursuant to an order of the Ontario Superior Court of Justice dated May 22, 2018, and not in its personal capacity. The Listing Brokerage further acknowledges that any sale of the Property is to be on an "as is, where is" basis and any agreement of purchase and sale shall be conditional upon Albert Gelman Inc. receiving Court approval authorizing the sale. The Agreement of Purchase and Sale shall have a schedule substantially in the form attached to this Listing Agreement as Schedule "B".

This form must be Initialed by all parties to the Agreement.

INITIALS OF BROKERAGE(S):

INITIALS OF SELLER(S):



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## Form 810

for use in the Province of Ontario

### The REALTOR® Consumer Relationship

In Ontario, the real estate profession is governed by the Real Estate and Business Brokers Act, 2002, and Associated Regulations (REBBA 2002 or Act), administered by the Real Estate Council of Ontario (RECO). All Ontario REALTORS® are registered under the Act and governed by its provisions. REBBA 2002 is consumer protection legislation, regulating the conduct of real estate brokerages and their salespeople/brokers. The Act provides consumer protection in the form of deposit insurance and requires every salesperson/broker to carry errors & omission (E&O) insurance.

When you choose to use the services of a REALTOR®, it is important to understand that this individual works on behalf of a real estate brokerage, usually a company. The brokerage is operated by a Broker of Record, who has the ultimate responsibility for the employees registered with the brokerage. When you sign a contract, it is with the brokerage, not with the salesperson/broker employee.

The Act also requires that the brokerage (usually through its REALTORS®) explain the types of service alternatives available to consumers and the services the brokerage will be providing. The brokerage must document the relationship being created between the brokerage and the consumer, and submit it to the consumer for his/her approval and signature. The most common relationships are "client" and "customer", but other options may be available in the marketplace.

### Client

A "client" relationship creates the highest form of obligation for a REALTOR® to a consumer. The brokerage and its salespeople/brokers have a fiduciary (legal) relationship with the client and represent the interests of the client in a real estate transaction. The REALTOR® will establish this relationship with the use of a representation agreement, called a Listing Agreement with the seller and a Buyer Representation Agreement with the buyer. The agreement contains an explanation of the services the brokerage will be providing, the fee arrangement for those services, the obligations the client will have under the agreement, and the expiry date of the agreement. Ensure that you have read and fully understand any such agreement before you sign the document.

Once a brokerage and a consumer enter into a client relationship, the brokerage must protect the interests of the client and do what is best for the client. A brokerage must strive for the benefit of the client and must not disclose a client's confidential information to others. Under the Act, the brokerage must also make reasonable efforts to determine any material facts relating to the transaction that would be of interest to the client and must inform the client of those facts. Although they are representing the interests of their client, they must still treat all parties to the transaction with fairness, honesty, and integrity.

### Customer

A buyer or seller may not wish to be under contract as a client with the brokerage but would rather be treated as a customer. A REALTOR® is obligated to treat every person in a real estate transaction with honesty, fairness, and integrity, but unlike a client, provides a customer with a restricted level of service. Services provided to a customer may include showing the property or properties, drafting the offer, presenting the offer, etc. Brokerages use a Customer Service Agreement to document the services they are providing to a buyer or seller customer.

Under the Act, the REALTOR® has disclosure obligations to a customer and must disclose material facts known to the brokerage that relate to the transaction.

### What Happens When...

Buyer(s) and the seller(s) are sometimes under contract with the same brokerage when properties are being shown or an offer is being contemplated. There can also be instances when there is more than one offer on a property and more than one buyer and seller are under a representation agreement with the same brokerage. This situation is referred to as multiple representation. Under the Act, the REALTORS® and their brokerage must make sure all buyers, sellers, and their REALTORS® confirm in writing that they acknowledge, understand, and consent to the situation before their offer is made. REALTORS® typically use what is called a Confirmation of Co-operation and Representation form to document this situation.

Offer negotiations may become stressful, so if you have any questions when reference is made to multiple representation or multiple offers, please ask your REALTOR® for an explanation.

### Critical Information

REALTORS® are obligated to disclose facts that may affect a buying or selling decision. It may be difficult for a REALTOR® to judge what facts are important. They also may not be in a position to know a fact. You should communicate to your REALTOR® what information and facts about a property are important to you in making a buying or selling decision, and document this information to avoid any misunderstandings and/or unpleasant surprises.

Similarly, services that are important to you and are to be performed by the brokerage, or promises that have been made to you, should be documented in your contract with the brokerage and its salesperson/broker.

To ensure the best possible real estate experience, make sure all your questions are answered by your REALTOR®. You should read and understand every contract before you finalize it.

**Acknowledgement by: ALBERT GELMAN INC.**

(Name)

I/we have read, understand, and have received a copy of Working with a REALTOR®

Seller: As seller(s), I/we understand that

**FOREST HILL REAL ESTATE INC., BROKERAGE**

(Name of Brokerage)

(Initial one)

is representing my interests, to be documented in a separate written agency representation agreement, and I understand the brokerage may represent and/or provide customer service to other sellers and buyers.

is not representing my interests, to be documented in a separate written customer service agreement, but will act in a fair, ethical and professional manner.

(Signature)

July 4/13

(Date)

(Signature)

(Date)

Buyer: As buyer(s), I/we understand that

(Name of Brokerage)

(Initial one)

is representing my interests, to be documented in a separate written agency representation agreement, and I understand the brokerage may represent and/or provide customer service to other buyers and sellers.

is not representing my interests, to be documented in a separate written customer service agreement, but will act in a fair, ethical and professional manner.

(Signature)

(Date)

(Signature)

(Date)

Please note that Federal legislation requires REALTORS® to verify the identity of sellers and buyers with whom they are working. For the purposes of this information, the term "seller" can be interpreted as "landlord" and "buyer" can mean "tenant." This form is for information only and is not a contract.

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## SCHEDULE "B" TO THE AGREEMENT OF PURCHASE AND SALE

1. The Property is being sold on an "as is, where is" and "without recourse" basis with no representations, warranties or (except as expressly stated herein) condition, express or implied, statutory or otherwise of any nature and kind whatsoever as to title, encumbrances, description, present or future use, fitness for use, environmental condition including the existence of hazardous substances, merchantability, quantity, defect (latent or patent), condition, location of structures, improvements and mezzanines or the legality thereof, zoning or lawful use of the Property, rights over adjoining properties and any easements, right-of-way, rights of re-entry, restrictions and/or covenants which run with the land, ingress and egress to the Property, the condition or state of repair of any chattels, encroachments on the Property by adjoining properties or encroachments by the Property on adjoining properties, if any, any outstanding work orders, orders to comply, deficiency notices, building permits or building permit applications, municipal or other governmental requirements agreements or requirements (including site plan agreements, development agreements, Subdivision agreements, building or fire codes, building and zoning bylaws and regulations, development fees, imposts, lot levies and sewer charges) or any other matter or thing whatsoever, either stated or implied. The Buyer acknowledges having reviewed the state of title to the property and agrees to accept title subject to all of the foregoing, and that it shall, despite any presumption to the contrary at law or otherwise, not be entitled to make any requisition as to title or otherwise.
  
2. This Agreement is conditional upon the Seller obtaining an Order of the Court approving the said Agreement, as well as conditional upon the Seller obtaining an Order of the Court vesting the Property in the Buyer, on Closing directing all registered charges, including, but not limited to:
  - a. Charge in favour of <\*>

only to be deleted from title (collectively, the "Sale Approval and Vesting Order"). The Buyer shall accept title to the Property subject to all other encumbrances and registrations. On Closing, title will be transferred by the Sale Approval and Vesting Order and not by Transfer/Deed of Land. Buyer acknowledges and agrees that it shall satisfy itself regarding title during the Buyer's Conditional Period set out in Schedule "A" (the "Buyer's Conditional Period").
  
3. The Buyer acknowledges that it has relied entirely on its own judgment, inspection and investigation of the Property and any rights necessary to the access, use and enjoyment of, appurtenant or otherwise, the Property.

4. In the event of any conflict or inconsistency between any provision of this Schedule "B" and any provision of this Agreement of Purchase and Sale not contained in Schedule "B", the provision of Schedule "B" shall govern and prevail.
5. The Buyer acknowledges that the Seller is selling the Property pursuant to the Sale Approval and Vesting Order.
6. The Seller shall not be required to furnish any abstracts of title or any survey or other document.
7. The Buyer acknowledges that the fixtures, improvements and chattels, if any, presently on the Property are to be taken by it, at its own risk completely, without representation or warranty of any kind from the Seller as to the ownership or state of repair of any such fixtures, improvements and chattels. The Buyer further acknowledges that the chattels and fixtures presently on the Property may be subject to security interests.
8. The Buyer acknowledges and agrees that the Buyer is acquiring the Property together with all of the chattels (list to be provided) on an "as is where is" basis." The Buyer represents and warrants to the Seller that the Buyer has absolutely satisfied itself as to the status and condition of the Chattels including without limitation their state of repairs.
9. The Buyer agrees with the Seller that the Buyer takes title to the Property subject to any tenancies in existence. The Buyer shall obtain possession of the Property at the Buyer's own expense. The Buyer acknowledges that the Seller will not obtain or provide any acknowledgments or agreements with respect to the Property from third parties, the property manager and any tenants.
10. The Buyer acknowledges that any information supplied to the Buyer by the Seller or its agents or representatives is, and was supplied, without any representation or warranty, and that the responsibility for the verification of any such information shall be wholly the responsibility of the Buyer.
11. The Buyer shall be responsible for payment of all outstanding realty taxes owing on the Property from the Closing Date, and payment of all taxes exigible on sale and transfer of the Property and any Chattels and fixtures, including without limitation, HST as applicable, retail sales tax as applicable and Land Transfer Tax.
12. The Seller shall provide the Buyer with only the keys to the Property that are in its possession.

13. **CLOSING DATE:** The closing date shall occur on the later of (i) five (5) days (not including Saturday, Sunday or any day which is a statutory holiday in the Province of Ontario) following the obtaining of the Court Approval and Vesting Order by the Seller, or (ii) on such later date as the Seller may designate, in its sole discretion.
14. **PROVIDED THAT** in the event that the Court Approval and Vesting Order are for any reason (not including the default of the Buyer) not obtained by the 90th day following the date of this Agreement, this Agreement shall be null and void and the deposit shall be returned to the Buyer.

## **CLOSING DOCUMENTS**

### Deliveries by Seller

15. The Seller will deliver on closing to the Buyer a certificate signed by the Seller confirming that the Seller is not a non-resident of Canada for the purpose of section 116 of the Income Tax Act, together with the Sale Approval and Vesting Order for registration by the Buyer, with all Land Transfer Taxes to be paid by the Buyer.

### Deliveries by Buyer

16. At or before Closing, upon fulfillment by the Seller of all of the conditions herein in favour of the Buyer which have not been waived in writing by the Buyer, the Buyer shall deliver the following, each of which shall be in form and substance satisfactory to the Seller, acting reasonably:
- a. payment of the Purchase Price pursuant to this Agreement;
  - b. a certified copy of the articles of incorporation of the Buyer;
  - c. evidence satisfactory to the Seller that the Buyer is registered for HST under the Excise tax Act, including the Buyer's HST number and an undertaking to self-assess for HST; and

such further and other documentation as is referred to in this Agreement or as the Seller may reasonably require to give effect to this Agreement.

## **CONFIDENTIALITY**

17. The Buyer shall not publicly announce the existence of the Agreement of Purchase and Sale

or disclose any of its contents except:

- a. in accordance with a written public statement or other form of disclosure satisfactory to both parties; or
- b. as required in connection with the application for Court approval.

## **GENERAL**

18. Any notice to be given or document to be delivered to the Seller pursuant to this Agreement shall be sufficient if delivered personally or by facsimile transmission to the Seller as follows:

Albert Gelman Inc.  
 100 Simcoe Street, Suite 125  
 Toronto, ON M5H 302  
 Attention: Bryan Gelman  
 Fax: 416-504-1655  
 Email: bgelman@albertgelman.com

With a Copy to:

Lipman, Zener, Waxman LLP  
 1220 Eglinton Avenue West  
 Toronto, Ontario M6C 2E3  
 Attention: Sean Zeitz  
 Fax: 416-789-9015  
 Email: szeitze@lzwlaw.com

19. Any notice to be given or document to be delivered to the Buyer pursuant to this Agreement shall be sufficient if delivered personally or by facsimile transmission to the Buyer as follows:

Name:  
 Address:  
 Attention:  
 Fax:  
 Email:

With a Copy to:

Name:  
 Address:  
 Attention:  
 Fax:  
 Email:

20. Any written notice or delivery of documents given in either manner prior to 5:00 p.m. (Toronto time) on a Business Day shall be deemed to have been given and received on the day of delivery or facsimile transmission. The address for notice to either party may be changed by notice in writing given by such party to the other party.
21. This Agreement shall be interpreted with all changes of gender and number required by the context.
22. This Agreement or any amendments to this Agreement may be delivered by either party by facsimile transmission, email or any similar system reproducing the original with the necessary signatures. Such delivery shall be deemed to be made when the facsimile transmission or email is received by the applicable party. The signatory shall promptly thereafter deliver the original to the recipient if requested to do so.
23. On the closing date, the Buyer shall deliver the balance of the purchase price due on closing by wire transfer in good funds using the LVTS system to the Seller or as Seller shall direct, together with other closing documents as provided above, all not later than <\*>:00 a.m. on the date set for closing (unless the Seller otherwise agrees in its sole discretion). The parties agree that the transaction shall proceed in accordance with the terms of a Document Registration Agreement to be prepared by the Seller's solicitors in the Seller's solicitors' standard form which shall set out the arrangements more particularly described in section 11 of the Agreement of Purchase and Sale.
24. In the event that the closing date falls on a date on which the court office or the land registry office is not open or available to accept registrations, then in such event the closing shall take place on the next day on which the court office and the land registry office are open.
25. Property taxes only shall be adjusted as of the closing date. The Buyer acknowledges and agrees that the Seller shall not deliver any undertaking to re-adjust on closing.
26. Sections 10, 12, 14, 16, and 23 of the Agreement of Purchase and Sale are hereby deleted.
27. Notwithstanding anything to the contrary contained in this Agreement, if at any time or times prior to the closing date, the Seller is unable to complete this Agreement as a result of any action taken by an encumbrancer, any action taken by the present registered owner, the refusal by the present registered owner to take any action, the exercise of any right by the present registered owner or other party which is not terminated upon acceptance of this Agreement, a certificate of pending litigation is registered against the Property, a court order is made prohibiting the completion of the sale, or if the Buyer submits a valid title requisition which the Seller is unable or unwilling to satisfy prior to Closing, or if the sale of the Property is restrained or otherwise enjoined at any time by a Court of competent jurisdiction, the Seller may, in its sole and unfettered discretion, elect by written notice to the Buyer to terminate this

Agreement, whereupon the deposit and any interest earned thereon shall be returned to the Buyer and neither party shall have any further rights or liabilities hereunder against the other.

28. The Seller, by acceptance of the Offer, is entering into the Agreement solely in its capacity as the Court Appointed Receiver and not in its personal or any other capacity. Any claim against the Seller shall be limited to, and only enforceable against the property and assets then held by or available to the Seller in its capacity as Receiver and shall not apply to its personal property and assets held by it in any other capacity. The Seller shall have no personal or corporate liability of any kind, whether in equity, contract, tort or otherwise.

[end of page]

# Appendix “F”

Pictures of 290 Sheppard Avenue West, Toronto, Ontario

Pictures taken by the Receiver's Appraiser on May 31, 2018 :

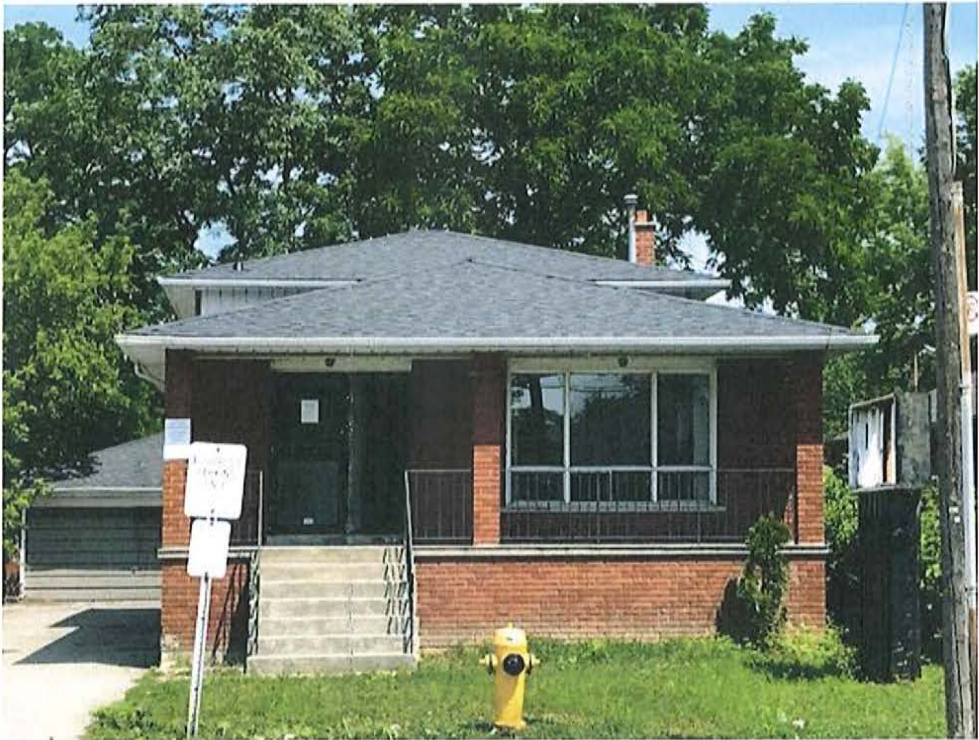






Pictures taken by the Receiver's agent on July 5, 2018:





# Appendix “G”

Morning guys,

I have uploaded the pictures to the dropbox folder. Below is my summary of the inspection of the property located at 2 Robinson Ave., Ottawa. With all the content, no plumbing or power, it is was not possible to do a proper inspection of all the buildings components.

This approx. 13 700 sqft building has the power and gas cut off with no service. The water had already been shut off and the system drained when the building was secured. There are temp heaters placed around the building showing signs of previous maintenance company using temp heat over the winter months. Several rooms on both floors have water damage. From the roof inspection, it would appear that the main source of the leaks come from the AC units that have been torn apart for the valuable metals inside, leaving large holes for water and snow to enter. There is a likelihood of other roof leaking issues as the membrane is soft to walk on, showing signs that it is no longer adhering to the roof structure. Another major concern on the roof is the ladder that goes from one roof to the other is no longer properly anchored and is not very solid; it was moving while i went up and down trying not to put pressure on it. There is a large section of MOLD in the front left corner of the bsmt banquet hall and likely many other areas in the roof that are not visible. There is content in every room, some debris other could have value. There are three broken windows, two previously boarded up, one that I had to secure with a piece of plywood that was on site. Many doors have been kicked in and broken, likely from a previous break and enter.

The property is extremely large at approx. 195000 sqft with gates at the front and rear parking lot entrances. There is a fire hydrant on the front lawn of the property that is approx 120 ft from the front door. There are two abandoned vehicles on the property, one van and one car.

Let me know if you would like quotes for cleanup, lawn maintenance or to dispose of the vehicles. I will provide quotes for all of those upon request.

Thanks,

Jonathan Wever  
Wever Property Services  
613-229-7202

# **Appendix “H”**

ALBERT  GELMAN

# NOTICE OF APPOINTMENT OF RECEIVER

2 ROBINSON AVENUE, OTTAWA

Dear Sir or Madam:

**Re: Real Property municipally known as 2 Robinson Avenue, Ottawa, in Receivership**

Please be advised that Albert Gelman Inc. (the "Receiver") has been appointed by the Court as Receiver of the real property municipally known as 2 Robinson Avenue, Ottawa, Ontario, on May 22, 2018. A copy of the appointment Order can be downloaded from the Receiver's website at:  
<http://www.albertgelman.com/corporate-solutions/other-engagements/>

If you require further information regarding the receivership proceeding you may contact the Receiver using the following contact information:

Albert Gelman Inc.  
100 Simcoe Street, Suite 125, Toronto, Ontario  
Attention: Bryan Gelman  
Tel: 416-504-1650 ext. 115  
[bgelman@albertgelman.com](mailto:bgelman@albertgelman.com)

Yours very truly,

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

# **Appendix “I”**

TAX CERTIFICATE / CERTIFICAT DE TAXES  
CITY OF OTTAWA / VILLE D'OTTAWA



Roll Number / Numéro du Rôle: 0614.031.601.00800.0000

Street Address / Adress Municipale:

2 ROBINSON AVE

Legal / Légale:

CON D RF PT LOT F RP 4R13811

PARTS 1 AND 2

5.67AC 790.68FR D

Owner(s) / Propriétaire(s)

MOBIN FOUNDATION

Issued To / Envoyer à:

LIPMAN ZENER & WAXMAN  
1220 EGLINTON AVE W  
TORONTO ON  
M6C 2E3

Certificate Number / Numéro de certificat: 190369

Tax Certificate Fee / Frais de certificat de taxes: \$ 70.00

Certified as at / Certifié en date du: MAY/MAI 22, 2018

Your Reference / Votre référence:

Remarks / Remarques

Pending Fees / Frais en suspens

STATEMENT OF TAX ARREARS / ÉTAT D'ARRÉRAGES DE TAXES

| Year<br>Année   | Taxes Outstanding<br>Taxes impayées | Interest Outstanding<br>Intérêt impayé | Other Charges<br>Autres frais               | Balance Outstanding<br>Solde dû |
|---|-------------------------------------|--|---|---------------------------------|
| 2017  | \$0.00                              | \$0.00                                 | \$0.00                                      | \$0.00                          |
| 2016  | \$0.00                              | \$0.00                                 | \$0.00                                      | \$0.00                          |
| 2015+   | \$0.00                              | \$0.00                                 | \$0.00                                      | \$0.00                          |
| Prior Year Tax Levy / Taxes prélevées année précédente: \$43,154.49 |                                     |  | <b>Total Arrears / total des arrérages:</b> | <b>\$0.00</b>                   |

STATEMENT OF CURRENT TAXES / ÉTAT DES TAXES COURANTES

| Taxes Levied<br>Taxes prélevées | Penalty Added<br>Pénalité imposée | Total including Penalty<br>Total, pénalité comprise | Payments/Adjustments<br>Paiements/Ajustements | Total Payable<br>Montant total à payer |
|---------------------------------|-----------------------------------|---|---|--|
| \$21,577.24                     | \$539.53                          | \$22,116.77   | \$7.75  | <b>\$22,124.52</b>                     |

Due Dates and Instalment Amounts / Dates d'échéance et versements

Interim Taxes / Provisoires MAR/MARS 15, 2018 \$21,577.24

Local Improvements and Other Charges Levied / Améliorations locales et autres redevances prélevées

| Local ID Code<br>Code d'identification | Description | Year of Expiry<br>Année d'expiration | Annual Charge<br>Montant annuel |
|--|-------------|--------------------------------------|---------------------------------|
|--|-------------|--------------------------------------|---------------------------------|

TOTAL PAYABLE AS AT DATE OF CERTIFICATE / SOLDE À LA DATE DU CERTIFICAT: **\$22,124.52**

The penalty / interest rate on past due taxes and arrears is 1.250 % per month.

La pénalité / le taux d'intérêt est de 1.250 % par mois sur les taxes en souffrance et les arrérages.

(SEE BACK FOR IMPORTANT INFORMATION)

(VOIR AU VERSO POUR RENSEIGNEMENTS IMPORTANTS)

FOR THE TREASURER OR TAX COLLECTOR  
POUR LE TRÉSORIER OU LE PERCEPTEUR DES TAXES

City of Ottawa, Revenue Branch  
100 Constellation Drive, 4th Floor, East  
Nepean ON K2G 6J8  
Tel: 613-580-2444 Fax: 613-580-2457  
TTY: 613-580-2401  
E-mail: [revenue@ottawa.ca](mailto:revenue@ottawa.ca)  
Web site: [ottawa.ca](http://ottawa.ca)

Ville d'Ottawa, Direction des recettes  
100, promenade Constellation, 4e étage est  
Nepean ON K2G 6J8  
Tél.: 613-580-2444 Téléc.: 613-580-2457  
ATS: 613-580-2401  
Courriel: [revenue@ottawa.ca](mailto:revenue@ottawa.ca)  
Site web: [ottawa.ca](http://ottawa.ca)

### Important Information

This certificate has been prepared in accordance with the provisions of Section 352 of the Municipal Act, 2001 R.S.O. 2001 c25 and may be subject to the following:

1. Penalty/Interest has been calculated to the date of issue of this certificate. Payments received after the end of the month or after the due dates may be subject to additional penalty/interest charges.
2. Adjustments authorized by statute not applied to the Collector's Roll at the date of certification may be added subsequently without further notice and may include:
  - a. Additional taxes and adjustments levied and made under the Assessment Act, R.S.O. 1990, c.A31; and
  - b. Tax adjustments, tax apportionments, local improvement charges, and any other charges made under the Municipal Act.
3. The information on this certificate is based on payments tendered being honoured by the bank upon which they are drawn.
4. Any credit balance appearing on this certificate is not verified and no adjustment should be made unless the credit balance is verified in writing as an overpayment.

I hereby certify this statement shows the current year's taxes and all arrears of taxes (prior years) against the above land.

### Informations importantes

Ce certificat a été préparé conformément aux dispositions de l'article 352 de la Loi de 2001 sur les municipalités L.R.O. 2001, chapitre 25, et peut être assujéti aux dispositions suivantes :

1. Pénalité/intérêt a été calculé à la date de réception de ce certificat; les paiements reçus après la fin du mois ou après la date d'échéance peuvent être soumis à des pénalités/frais d'intérêt supplémentaires;
2. Les rajustements autorisés par la loi qui n'ont pas été appliqués au rôle du percepteur à la date de certification peuvent être ajoutés par la suite sans avis préalable et peuvent inclure :
  - a. des taxes et rajustements supplémentaires imposés et perçus en vertu de la Loi sur l'évaluation foncière, L.R.O. 1990, chapitre A31;
  - b. des rajustements fiscaux, répartitions fiscales, taxes d'améliorations locales et tous autres frais imposés en vertu de la Loi sur les municipalités.
3. Les informations figurant sur ce certificat reposent sur le principe que les paiements effectués seront honorés par la banque où se trouve le compte sur lequel ils sont tirés.
4. Tout solde créditeur figurant sur ce certificat n'est pas vérifié, et aucun rajustement ne devrait être fait à moins que le solde créditeur ne soit vérifié par écrit en tant que versement excédentaire.

J'atteste par la présente que ce relevé indique les impôts de l'année en cours et tous les arriérés d'impôt (années précédentes) pour le terrain indiqué ci-dessus.

# **Appendix “J”**

Court File No. CV-12-463434

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

|                     |   |                     |
|---------------------|---|---------------------|
| THE HONOURABLE      | ) | WEDNESDAY, THE 26TH |
|                     | ) |                     |
| MADAM JUSTICE GREER | ) | DAY OF JUNE, 2013   |

BETWEEN:

*(Court Seal)*

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

**ORDER**

THIS MOTION, made by Donald James Grant for an Order declaring that he is no longer a Director of Farhangeiran Inc., and that he is not the proper party to respond to the motion returnable July 24, 2013 and for various other relief, was heard this day at the court house, 130 Queen Street West, Toronto, Ontario, M5H 2N5.

ON READING the Affidavit of Donald James Grant sworn May 7, 2013 and exhibits thereto annexed and the Notice of Motion returnable July 24, 2013 and on hearing the submissions of Counsel for Donald James Grant, and on hearing the submissions of Counsel for the Plaintiffs,

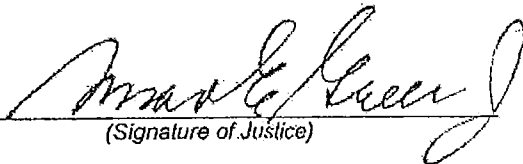
-2-

1. THIS COURT ORDERS AND DECLARES that Donald James Grant be and the same is no longer a Director of Farhangeiran Inc.
2. THIS COURT ORDERS that Donald James Grant be and the same is not the proper party to respond to the motion returnable July 24, 2013.
3. THIS COURT ORDERS that Farhangeiran Inc. be served by prepaid Xpresspost of Canada Post with tracking number, but without the need of a signature by the recipient, to the address of the headquarters of Farhangeiran Inc. at 290 Sheppard Avenue West, Toronto Ontario M2K 2S5, and to Mr. Daniel Nakhlestani, the real estate agent who listed that property for sale. Service on Mr. Nakhlestani shall be at his business address: Homelife Victory Realty Inc., 300-250 Sheppard Avenue East, Toronto Ontario M2M 6M9, and at his email address, nakhlestani@hotmail.com. Service shall be effective on both addresses 5 days after the mailing thereof and after the email thereof.
4. THIS COURT ORDERS that the Order of Mr. Justice Moore made April 12, 2013 respecting service on Farhangeiran Inc. is varied accordingly. The balance of such Order remains in place.
5. THIS COURT ORDERS that there are no costs of this motion.

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

JUL - 4 2013

PER / PAR:

  
(Signature of Justice)

RCP-E 59A (July 1, 2007)

ESTATE OF MARLA BENNETT et al.  
Plaintiffs

-and- ISLAMIC REPUBLIC OF IRAN et al.  
Defendants

Court File No. CV-12-463434

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
PROCEEDING COMMENCED AT  
TORONTO**

**ORDER**

**ADAIR MORSE LLP**  
Barristers & Solicitors  
One Queen Street East  
Suite 1800  
Toronto ON M5C 2W5

John J. Adair (52169V)  
Geoffrey D. E. Adair, Q.C. (11419F)  
Gordon McGuire (58364S)

Tel: 416.863.1230  
Fax: 416.863.1241

Lawyers for the Plaintiffs

RCP-E 4C (July 1, 2007)

# **Appendix “K”**

Court File No. CV-12-463434

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE )  
MR. JUSTICE MOORE )

FRIDAY, THE 12TH  
DAY OF APRIL, 2013

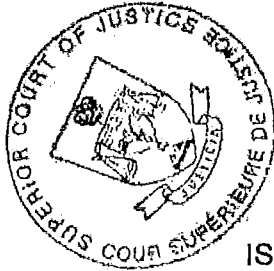
B E T W E E N:

*(Court Seal)*

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

**ORDER**

THIS MOTION, made by the Plaintiffs for an Order dispensing with service on Farhangeiran Inc. and The Mobin Foundation or, in the alternative, an Order for substituted service, was heard this day at the court house, 393 University Avenue, Toronto, Ontario, M5G 1E6.

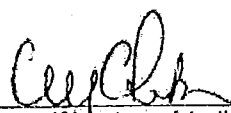
ON READING the Affidavit of Gordon McGuire sworn April 10, 2013 and the exhibits attached thereto, and the Motion Record, Factum and Brief of Authorities of the Plaintiffs, and on hearing the submissions of Counsel for the Plaintiffs,

-2-

1. THIS COURT ORDERS that substituted service of default judgment motion materials shall be effected upon Farhangeiran Inc. and The Mobin Foundation by Xpresspost via Canada Post mailing with tracking number but without the need of a signature by the recipient, directed to:

- (a) Donald J. Grant for Farhangeiran Inc. at 1220 Sheppard Avenue East, Suite 412, North York M2K 2S5 and 20 George Henry Blvd., North York M2J 1E2; and
- (b) Mr. Sayed Adeli at The Mobin Foundation at 204-265 Carling Avenue, Ottawa K1S 2E1.

2. These orders shall apply to further service of any and all documents in this action unless or until this court directs otherwise.



(Signature of Justice)

**C. CHIBA**


REGISTRAR, SUPERIOR COURT OF JUSTICE  
GREFFIER ADJOINT, COUR SUPÉRIEURE DE JUSTICE RCP-E 59A (July 1, 2007)

330 UNIVERSITY AVE. 330 AVE. UNIVERSITY  
7TH FLOOR 7E ÉTAGE  
TORONTO, ONTARIO TORONTO, ONTARIO  
M5G 1R7 M5G 1R7

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

JUL 16 2013

PER / PAR:



ESTATE OF MARLA BENNETT et al.  
Plaintiffs

-and- ISLAMIC REPUBLIC OF IRAN et al.  
Defendants

Court File No. CV-12-463434

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
PROCEEDING COMMENCED AT  
TORONTO**

**ORDER**

**ADAIR MORSE LLP**  
Barristers & Solicitors  
One Queen Street East  
Suite 1800  
Toronto ON M5C 2W5

John J. Adair (52169V)  
Geoffrey D. E. Adair, Q.C. (11419F)  
Gordon McGuire (58364S)

Tel: 416.863.1230  
Fax: 416.863.1241

Lawyers for the Plaintiffs

*MM*

RCP-E 4C (July 1, 2007)

# **Appendix “L”**

**Dorothy Chrapek**

---

**From:** Dorothy Chrapek  
**Sent:** May-22-18 3:15 PM  
**To:** 'nakhlestani@hotmail.com'  
**Cc:** Sean Zeitz  
**Subject:** The Estate of Marla Bennett et al. v. Islamic Republic of Iran et al.  
**Attachments:** 201805221502.pdf; Order appointing Receiver - Hainey J. - May 22, 2018.pdf

Dear Mr. Nakhlestani,

Please see attached correspondence with enclosure.

Regards,

Dorothy Chrapek  
Assistant to Sean N. Zeitz  
Lipman Zener Waxman LLP  
1220 Eglinton Avenue West  
Toronto, ON M6C 2E3  
Tel: 416-789-0652 ext. 319  
Fax: 416-789-9015



1220 Eglinton Avenue West  
Toronto, Ontario M6C 2E3  
Telephone (416) 789-0652  
Facsimile (416) 789-9015

Sean N. Zeitz, B.A., LL.B  
Tel: (416) 789-0652 ext 307  
[szeitz@lzwlaw.com](mailto:szeitz@lzwlaw.com)

\*Certified Specialist (Civil Litigation  
and Bankruptcy and Insolvency Law)

Our File No.: 66505

**VIA XPRESSPOST**

May 22, 2018

**Farhangeiran Inc.**  
290 Sheppard Avenue West  
Toronto, ON M2K 2S5

-and to-

**Daniel Nakhlestani** (copy via email [nakhlestani@hotmail.com](mailto:nakhlestani@hotmail.com))  
c/o Home Life Victory Realty Inc.  
300-250 Sheppard Avenue East  
Toronto, ON M2M 6M9

Dear Sirs,

**Re: The Estate of Marla Bennett et al. v. Islamic Republic of Iran et al.**  
**Court File No. CV-13-10204-00CL**  
**Court File No. CV-14-10403-00CL**

Please be advised we are solicitors and authorized agents for Albert Gelman Inc. ("AGI"), the Court appointed Receiver of the properties municipally known as 290 Sheppard Avenue West, Toronto, Ontario and 2 Robinson Avenue, Ottawa, Ontario, both found by the Superior Court of Justice to be beneficially owned by the Islamic Republic of Iran. Enclosed herewith please find a copy of the Order of the Honourable Mr. Justice Hailey dated May 22, 2018 appointing AGI as Receiver.

Yours very truly,

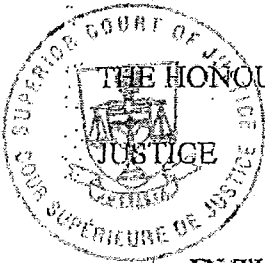
**LIPMAN, ZENER & WAXMAN LLP**

Per: Sean N. Zeitz  
SNZ/dc  
Encl.

c. Client

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 22ND  
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.

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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:

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- (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 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;

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- (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;

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- (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

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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.~~ ~~in an 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.

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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 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).

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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 Maedonald & Swan LLP, csterenson@stevensonslaw.net.

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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

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Lawyers for the Plaintiffs / Applicants

RCP-E 4C (May 1, 2016)

# **Appendix “M”**

**ONTARIO SUPERIOR COURT OF JUSTICE****TO: FARHANGEIRAN INC. and THE MOBIN FOUNDATION**

Take notice that pursuant to the Order of the Honourable Justice Hainey dated May 22, 2018 Albert Gelman Inc. was appointed as equitable receiver and receiver in aid of execution (the "Receiver") over the properties beneficially owned by the Islamic Republic of Iran municipally known as 290 Sheppard Avenue West, Toronto, ON with legal title being held in the name of Farhangeiran Inc. and 2 Robinson Avenue, Ottawa, ON with legal title being held in the name of The Mobin Foundation.

The Receiver has made an application to Court returnable on <\*> at the court house, 330 University Avenue, <\*> Floor, Toronto, Ontario, Canada.

To obtain copies of the material filed you may visit the Receiver's website at: <http://www.albertgelman.com/corporate-solutions/other-engagements/> under the title "Islamic Republic of Iran ats Edward et al." or may contact legal counsel to the Receiver, Mr. Sean N. Zeitz of Lipman Zener Waxman LLP at [szeitz@lzwlaw.com](mailto:szeitz@lzwlaw.com) or at 416-789-0652 ext. 307.

It has been ordered that service on you of any proceedings in connection with the Receiver's appointment be effected by this notice.

# Appendix “N”

**In the matter of the Receivership of the Properties municipally known as  
290 Sheppard Ave. West, Toronto and 2 Robinson Avenue, Ottawa  
Receiver's Interim Statement of Receipts and Disbursements  
As at July 5, 2018**

---

**Receipts**

|  |                  |
|--|------------------|
| Funding received - Borrowing Certificate No. 1 | \$ 75,000.00     |
|  | <u>75,000.00</u> |

**Disbursements**

|  |                  |
|--|------------------|
| Appraisal fee - Toronto Property           | 3,200.00         |
| Repairs and maintenance - Toronto Property | 2,800.00         |
| Insurance                                  | 2,652.48         |
| Environmental Consulting                   | 1,975.00         |
| Utilities (including deposits)             | 1,880.66         |
| Property Management to May 31, 2018        | 1,545.00         |
| HST paid on disbursements                  | 1,497.67         |
| Travel & Parking                           | 490.78           |
| License fees                               | 275.00           |
| Security personnel                         | 240.00           |
| Search fees                                | 22.00            |
| Courier                                    | 9.00             |
|  | <u>16,587.59</u> |

|                               |                            |
|-------------------------------|----------------------------|
| <b>Cash in bank, in trust</b> | <b>\$ <u>58,412.41</u></b> |
|-------------------------------|----------------------------|

**Less: Accrued disbursements**

|   |                  |
|---|------------------|
| Receiver's Fees to June 30, 2018  | 54,828.00        |
| Legal Fees of Lipman Zener Waxman LLP to July 9, 2018                         | 16,707.67        |
| Repairs, boarding of windows, clean-up/disposal at Ottawa Property (estimate) | 8,100.00         |
| Repairs - Roof of Toronto Property  | 6,400.00         |
| Land Survey - Ottawa Property   | 5,500.00         |
| HST on disbursements  | 4,885.45         |
| Other property management to June 30, 2018 (estimate)                         | 1,000.00         |
| Travel  | 505.60           |
| Photocopies   | 154.50           |
| Search fees   | 32.00            |
| Postage   | 6.72             |
|   | <u>98,119.94</u> |

|  |                              |
|--|------------------------------|
| <b>Receipts net of disbursements (including accrued disbursements)</b> | <b>\$ <u>(39,707.53)</u></b> |
|--|------------------------------|

# Appendix “O”

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

**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**

**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**

**RECEIVER CERTIFICATE****CERTIFICATE NO. 1****AMOUNT \$75,000.00****TO: Adair Goldblatt Bieber LLP**

1. THIS IS TO CERTIFY that Albert Gelman Inc., the receiver (the "Receiver") of the properties located at 2 Robinson Avenue, Ottawa, Ontario and 290 Sheppard Avenue West, Toronto, Ontario, (collectively the "Properties"), which Properties are beneficially owned by the Islamic Republic of Iran, appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated the 22nd day of May, 2018 (the "Order") made in an action having Court file number CV-13-10204-00CL and CV-14-10403-00CL, has received as such Receiver from the holder of this certificate Adair Goldblatt Bieber LLP (the "Lender") the principal sum of \$75,000.00, being part of the total principal sum of \$150,000.00 which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded monthly not in advance on the last date of each month after the date hereof at the fixed rate of 5% per annum.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Properties, 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 Properties in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at 95 Wellington Street West, Suite 1830, Toronto, Ontario.

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



- 3 -

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


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

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

DATED the 5<sup>th</sup> day of June, 2018.

Albert Gelman Inc., solely in its capacity as  
Receiver of the Properties, and not in its  
personal capacity

Per:

A handwritten signature in black ink, appearing to be 'Bryan Gelman', written over a horizontal line.

Bryan Gelman

*Authorized Signing Officer*

**ADAIR GOLD BLATT BIEBER LLP**

DATE : 4/Jun/2018  
CHE # : 802  
AMOUNT : \$75,000.00  
ACCOUNT: TRUST - 1  
PAID TO: Albert Gelman Inc., in Trust

Advance under Receiver's Certificate

CLIENT: 17079 - MacDonald , George Q.C.  
MATTER: 50158



802 00080

**ADAIR GOLD BLATT BIEBER LLP**  
95 WELLINGTON ST. W SUITE 1830  
TORONTO, ON M6J 2N7

**TD CANADA TRUST**  
COMMERCIAL BANKING CENTRE  
55 KING ST. W. & BAY ST.  
TORONTO, ONTARIO M5K 1A2

Seventy Five Thousand \*\*\*\*\* 00/100



4/Jun/2018 \$75,000.00

Albert Gelman Inc., in Trust

PAY  
TO THE  
ORDER OF

ADAIR GOLD BLATT BIEBER LLP  
TRUST ACCOUNT  
PER [Signature]  
PER [Signature]

Advance under Receiver's Certificate

⑈000802⑈ ⑆10252⑈004⑆ 0680⑈5271836⑈

# **Appendix “P”**

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

**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**

**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 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

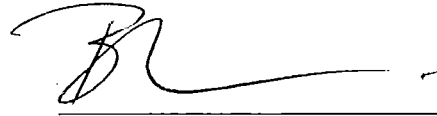
RECEIVER'S AFFIDAVIT OF FEES

I, Bryan Gelman, of the City of Toronto, make oath and say as follows:

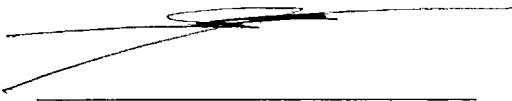
- 1. I am a Licenced Insolvency Trustee and Director of Albert Gelman Inc., Court Appointed Receiver of the properties located at 290 Shepaprd Avenue West, Toronto, Ontario and 2 Robinson Avenue, Ottawa, Ontario ("Receiver"), and as such have knowledge of the facts herein deposed to.
- 2. The Receiver has prepared invoices in connection with this matter as follows:
  - a. An account dated July 5, 2018 for the period to June 30, 2018 of \$54,828, plus HST thereon.
- 3. The Receiver's accounts, including detailed time dockets, are attached hereto as **Exhibit "A"**.
- 4. Based on the attached invoice, the Receiver's average hourly rate is calculated to be \$418.85.
- 5. This Affidavit is made in support of a motion to approve the accounts of Albert Gelman Inc. and for no improper purpose.

SWORN before me at the City of Toronto in the Province of Ontario this 5<sup>th</sup> day of July, 2018.

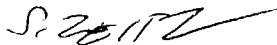
)  
)  
)




Bryan Gelman



A Commissioner, etc.



This is Exhibit "A" referred to in the  
Affidavit of Bryan Gelman  
sworn before me, this 5<sup>th</sup> day of July, 2018.



---

A Commissioner, Etc.

Receiver re Tracy (Litigation Guardian of), et al.  
 c/o Albert Gelman Inc., Receiver  
 125 Simcoe St. Suite 125,  
 Toronto, Ontario M5H 3G2

## Invoice

**Invoice Date:** Jul 5, 2018  
**Invoice No:** <2179-1>  
**Billing Through:** Jun 30, 2018  
**File ID:** TRACY-R:

**Re: Equitable Receiver of 290 Sheppard Ave. W., Toronto and 2 Robinson Ave., Ottawa**

**Professional Fees:**

| <u>Date</u> | <u>Employee</u> | <u>Description</u>   | <u>Hours</u> | <u>Rate</u> | <u>Amount</u> |
|-------------|-----------------|--|--------------|-------------|---------------|
| 4/10/2018   | BGELMAN         | Attend to calls with Sean Zeitz and Joe Albert;  | 1.00         | \$450.00    | \$450.00      |
| 4/20/2018   | BGELMAN         | Call with Sean Zeitz to discuss form of Order and Receiver's Certificates; Draft indemnity and set up Ascend file;   | 0.90         | \$450.00    | \$405.00      |
| 5/6/2018    | BGELMAN         | Review of draft order;   | 0.30         | \$450.00    | \$135.00      |
| 5/7/2018    | BGELMAN         | Call with Sean Zeitz and make revisions to draft order; Provide summary to Counsel on Receiver's borrowing provisions;   | 1.40         | \$450.00    | \$630.00      |
| 5/10/2018   | BGELMAN         | Prepare consent to act as Receiver;  | 0.20         | \$450.00    | \$90.00       |
| 5/15/2018   | BGELMAN         | Attend at 290 Sheppard Avenue West for drive by of premises; call with Joe Albert re conservative measure upon being appointed given state of property;  | 1.20         | \$450.00    | \$540.00      |
| 5/17/2018   | BGELMAN         | Review of revised draft order; Attend at Court at 330 University Ave for scheduling motion; Meeting with Sean Zeitz re review and final comments to draft order; Update internal staff re next steps; Review and approval of final draft order and comparison to model order; Call with Michael Switzer to obtain real estate data for Sheppard Avenue West Property; Review of data supplied by Broker; | 2.80         | \$450.00    | \$1,260.00    |
| 5/18/2018   | BGELMAN         | Call with prospective real estate agent re Ottawa property);   | 0.30         | \$450.00    | \$135.00      |
| 5/18/2018   | TMCELROY        | Review of draft form of Appointment Order and comments re same; Review of June 9/18 decision Justice Hainey; Review of info re Toronto and Ottawa properties;  | 3.90         | \$350.00    | \$1,365.00    |
| 5/19/2018   | BGELMAN         | Update call with John Adair;   | 0.20         | \$450.00    | \$90.00       |
| 5/19/2018   | TMCELROY        | Email to realtor;  | 0.10         | \$350.00    | \$35.00       |
| 5/21/2018   | BGELMAN         | Review of draft order and changes; call with Sean Zeitz re following day order approval; commence planning of next steps and plan for group meeting for delegation of tasks;   | 0.90         | \$450.00    | \$405.00      |
| 5/22/2018   | TMCELROY        | Discussion with B. Gelman re post-appointment plan; Contact Toronto Police Services re entry into Sheppard Property; Contact realtor; Contact locksmith; Coordinate attendance at Sheppard Property with Toronto Police, Locksmith and Receiver; Prepare a Notice of Receiver to be posted at Sheppard Property;   | 2.80         | \$350.00    | \$980.00      |

Albert Gelman Inc. - 100 Simcoe Street, Ste. 125, Toronto, ON M5H 3G2 - Tel: 416 504 1650 - Fax: 416 504 1655 - albertgelman.com

Receiver re Tracy (Litigation Guardian of), et al.  
 c/o Albert Gelman Inc., Receiver  
 125 Simcoe St. Suite 125,  
 Toronto, Ontario M5H 3G2

## Invoice

**Invoice Date:** Jul 5, 2018  
**Invoice No:** <2179-1>  
**Billing Through:** Jun 30, 2018  
**File ID:** TRACY-R:

**Re: Equitable Receiver of 290 Sheppard Ave. W., Toronto and 2 Robinson Ave., Ottawa**

| Date      | Receiver | Description  | Hours | Rate     | Total      |
|-----------|----------|--|-------|----------|------------|
| 5/22/2018 | BGELMAN  | Calls with Tom McElroy re next steps upon receiving appointment and possession of Sheppard Avenue Property; Review of realtors data report re Ottawa Property; Call from Sean Zeitz re Order appointing Equitable Receiver; Call with Rocco Tuzi (locksmith and property manager) re steps once possession is obtained; review of appointment order; Instructions to counsel re registration of order on title; Review of tax certificate; Email to prospective realtor re Ottawa premises; (1.9) travel to and from 290 Sheppard Avenue West, meeting with Rocco (locksmith/inspector) onsite, calls with Communications group at Toronto Police; wait on standby for arrival of police; (Total 6.0 hours onsite at half rate courtesy discount = 3.0 hours)  | 4.90  | \$450.00 | \$2,205.00 |
| 5/22/2018 | DCHERNAK | Assembled documents Motion Record of the Plaintiffs;   | 0.20  | \$100.00 | \$20.00    |
| 5/23/2018 | TMCELROY | Contact security company to arrange for escort to Sheppard Property for initial entry; Correspondence with two commercial real estate appraisers re attendance at Ottawa Property; Contact Ottawa Police Services re police escort to Ottawa Property; Contact security escort in Ottawa;  | 1.40  | \$350.00 | \$490.00   |
| 5/23/2018 | BGELMAN  | Emails with independent security personnel re coordination of security at Sheppard Property; Coordinate lock change and inspection at Ottawa property with John Wever, calls and emails with John re same; emails with 2 potential Appraisers for Robinson property; Review of information provided by prospective realtor on Ottawa property; Review of title searches provided by S. Zeitz office; Update call with Sean Zeitz (1.8) travel and attend 290 Sheppard Avenue West property re mtg with Miki (security person) and Rocco Tuzi (lock smith and inspector) re possession and photographs; Return call to another prospective realtor; prepare web text and web page pursuant to Order; call with Michael Switzer re listing of Sheppard Property and request for listing proposal; update memo to Sean Zeitz; (4.8) | 6.60  | \$450.00 | \$2,970.00 |
| 5/23/2018 | SWARNER  | Review of Tracy v Iranian Ministry et al to gain understanding of case file; review of Receiver's order to gain understanding of Receiver's mandate;   | 1.70  | \$265.00 | \$450.50   |

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## Invoice

**Invoice Date:** Jul 5, 2018  
**Invoice No:** <2179-1>  
**Billing Through:** Jun 30, 2018  
**File ID:** TRACY-R:

**Re: Equitable Receiver of 290 Sheppard Ave. W., Toronto and 2 Robinson Ave., Ottawa**

| Date      | Client   | Description   | Hours | Rate     | Total      |
|-----------|----------|---|-------|----------|------------|
| 5/24/2018 | BGELMAN  | Travel to and from Toronto to 2 Robinson Avenue, Ottawa, including final coordination of security guard, meeting with Jonathan Wever (property manager), locksmith and security personnel to take possession of premises, including photos, videos and other matters relating to possession, meeting with prospective realtor, return call prospective realtor; call with third prospective realtor in Ottawa re request for listing proposal; Review of tax certificate for Ottawa Property; Review of Writ Search on Mobin Foundation and Farhangeiran Inc. Review of Listing Proposal for 290 Sheppard Avenue West, Toronto from Michael Switzer;  | 11.80 | \$450.00 | \$5,310.00 |
| 5/25/2018 | BGELMAN  | Emails to Property Manager / Inspectors re drop box info for data files; Email to prospective realtor in Ottawa re listing proposal; Review of inspection report on both Sheppard and Ottawa properties; Call with Rocco Tuzi re same; Update call with John Adair;   | 0.70  | \$450.00 | \$315.00   |
| 5/28/2018 | TMCELROY | Meeting with B. Gelman and S. Warner re next steps (1.5); Call with R. Tuzi re property maintenance matters (0.3); Correspondence with A. Coluccio re insurance (0.5); Telephone calls and emails to several real estate appraisers re Ottawa property (1.3); Email to S. Khan (real estate appraisal) re Sheppard Property (0.2); Discussion with B. Gelman re matters related to appraisal of the Ottawa property (0.5); Review, update, finalize and execute FCA insurance forms and discuss same with B. Gelman (1.5);  | 5.80  | \$350.00 | \$2,030.00 |
| 5/28/2018 | BGELMAN  | Prepare for meeting with Staff by reviewing general and real property checklists re delegation of tasks, including Insurance, Utilities, property management correspondence; (0.7) Meeting with Suzette Warner and Tom McElroy re delegation of tasks and assignment of duties; (1.1) Call with Tom McElroy and Rocco Tuzi re break-in at Ottawa property; Update from Tom and discuss next steps re coordination of appraisals at Ottawa property; call from John Wever re break in at Ottawa property and the police's involvement of RCMP re vehicles; Review of insurance survey and vacancy forms; call with Jonathan Wever to confirm details of insurance forms for broker; Attempted return calls and email to Cst. Christian Villeaux at Ottawa Police re break and enter at Ottawa Premises; Call from and email to Bill Thom re listing proposal on 290 Sheppard Avenue West, Toronto; (1.7) - (Total 3.5 hrs) | 3.50  | \$450.00 | \$1,575.00 |

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 c/o Albert Gelman Inc., Receiver  
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## Invoice

**Invoice Date:** Jul 5, 2018  
**Invoice No:** <2179-1>  
**Billing Through:** Jun 30, 2018  
**File ID:** TRACY-R:

**Re: Equitable Receiver of 290 Sheppard Ave. W., Toronto and 2 Robinson Ave., Ottawa**

**Professional Fees:**

| <u>Date</u> | <u>Employee</u> | <u>Description</u>   | <u>Hours</u> | <u>Rate</u> | <u>Amount</u> |
|-------------|-----------------|--|--------------|-------------|---------------|
| 5/28/2018   | SWARNER         | Meeting with Bryan and Tom for file review and next step; Prepared insurance vacancy and insurance survey forms for Ottawa and Toronto Property;   | 1.60         | \$265.00    | \$424.00      |
| 5/28/2018   | PBROWN          | conduct PPSA searches on 1655515 Ontario Inc. and 2 x VIN; conduct PPSA and corporate searches on Fatima Cultural Activities Inc.;   | 0.70         | \$165.00    | \$115.50      |
| 5/29/2018   | TMCELROY        | Review of Parcel Registers for Ottawa and Toronto properties; Review of two appraisal proposals; Review and consider potential environmental liability protections in appointment Order, BIA, etc.; Review of BIA re applicability to proceedings; Update call with B. Gelman to discuss status of insurance and other matters related to insurance, registration of Order on title, potential environmental liability, etc.; Email to insurance provider to clarify certain matters; Correspondence with S. Khan (real estate appraiser); Attend to various administrative matters; Call with prospective realtor in Ottawa re listing proposal;  | 2.90         | \$350.00    | \$1,015.00    |
| 5/29/2018   | BGELMAN         | Call with Tom re environmental considerations at Ottawa property, waivers to be signed by those walking through both properties, consideration for replacement coverage at Ottawa Premises, update on Real Estate agent providing opinion and listing proposal for Sheppard premises; Review memo re non-applicability of BIA Receiver provisions prepared by Tom McElroy; Call with Suzette Khan and email with Wiltman at MPIRE re pricing for Sheppard Avenue appraisal; review of MPIRE Appraisal engagement letter and respond with changes; Respond to email from Ottawa Police re vehicles and records; Finalize preparation of Ascend software account for file administration; initiate new trust account; Calls (2) to Cst. McColl at RCMP and detailed email to her vehicles on Ottawa Property; Call with prospective realtor in Ottawa and Tom McElroy re listing proposal, prospective city planners and other matters; Call from Constable Christian Veilleux re RCMP request to attend property for review of records; | 2.80         | \$450.00    | \$1,260.00    |

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Receiver re Tracy (Litigation Guardian of), et al.  
 c/o Albert Gelman Inc., Receiver  
 125 Simcoe St. Suite 125,  
 Toronto, Ontario M5H 3G2

## Invoice

**Invoice Date:** Jul 5, 2018

**Invoice No:** <2179-1>

**Billing Through:** Jun 30, 2018

**File ID:** TRACY-R:

**Re: Equitable Receiver of 290 Sheppard Ave. W., Toronto and 2 Robinson Ave., Ottawa**

| Date      | Person   | Description   | Hours | Rate     | Total      |
|-----------|----------|---|-------|----------|------------|
| 5/30/2018 | TMCELROY | Review of appraisal proposal from proposed appraiser in Ottawa; Correspondence with counsel re environmental liability re Ottawa Property and former use of property as NCC re Ottawa Property; Review of listing proposal prepared by M. Switzer re Toronto Property; Instructions to P. Brown to conduct PPSA search for vehicles found on site, 1655515 Ontario Inc. and Fatima Cultural Activities Inc.; Correspondence with R. Tuzi (property manager) re status of utilities and reporting of break-in re Toronto Property to Toronto Police; Call with counsel re registration of Order on title, matters related to environmental liability, update re status of administration, timing of reporting to Court, etc.; Email to prospective realtor in Ottawa re listing proposal;  | 2.60  | \$350.00 | \$910.00   |
| 5/30/2018 | BGELMAN  | Call with Tom McElroy re preparation and agenda for call with counsel, registration of utility accounts at each property in name of Receiver; Review of application for registration of Receiver Appointment on Title to each property; Cal with Sean Zeitz and Tom McElroy; Further call with Tom McElroy re to-do items and further delegation of tasks;  | 1.30  | \$450.00 | \$585.00   |
| 5/31/2018 | BGELMAN  | Call with Rocco re update on maintenance issues with grass, roof and eves trough; Calls with Adriana C. at Firstbrook Cassie Insurance Brokers re set up of liability and property coverage at Toronto and Ottawa Locations; Calls to Enbridge (and letter) re set up of new gas account at 290 Sheppard; Call to Toronto Hydro re set up of hydro account; Letter to City of Toronto re enquiries into property tax account; Update call with Jonathan Wever re utility accounts and other maintenance matters to consider such as clean up of debris; Further calls with Adriana at Firstbrook in order to confirm liability and property coverage in Toronto as well as liability coverage in Ottawa, review and approval of final insurance applications on Toronto and Ottawa properties and email to broker; Further calls with Jonathan Wever re property clean up in Ottawa for insurance compliance; Email to John Adair re request for advance to Receiver of \$75,000; | 4.60  | \$450.00 | \$2,070.00 |
| 5/31/2018 | TMCELROY | Call with R. Tuzi (property manager) re various matters including status of utilizes, reporting of break-in to police, status of roof, maintenance of outside property, etc.; Discuss status and adequacy of property and liability insurance with B. Gelman;   | 0.50  | \$350.00 | \$175.00   |

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## Invoice

**Invoice Date:** Jul 5, 2018  
**Invoice No:** <2179-1>  
**Billing Through:** Jun 30, 2018  
**File ID:** TRACY-R:

**Re: Equitable Receiver of 290 Sheppard Ave. W., Toronto and 2 Robinson Ave., Ottawa**

| Date     | Person   | Description  | Hours | Rate     | Total      |
|----------|----------|--|-------|----------|------------|
| 6/1/2018 | BGELMAN  | Letter to City of Ottawa Property Tax Dept; Call with Ottawa Hydro to set up account for Hydro; Call from Enbridge Gas re to discuss and set up connection for Gas; Review of 2 Robinson Ave. property inspection report and emails re water shut off;   | 1.10  | \$450.00 | \$495.00   |
| 6/1/2018 | TMCELROY | Correspondence from J. Weaver (property manager) re status and security of premises; Update Case Website;  | 0.40  | \$350.00 | \$140.00   |
| 6/3/2018 | TMCELROY | Correspondence with two city planning companies in Ottawa area; Correspondence with two environmental engineers in Ottawa area; Correspondence with two real estate appraiser;   | 0.80  | \$350.00 | \$280.00   |
| 6/4/2018 | BGELMAN  | Research into planners and appraisers for Ottawa property; review of weekly inspection reports on both Ottawa and Toronto Properties, call to Rocco Tuzi and Jonathan Wever re update on maintenance issues to consider Review of emails re coordination of calls with Planner and appraisers; Email to Barb at Versabank re beneficiary listing for trust account;  | 1.30  | \$450.00 | \$585.00   |
| 6/4/2018 | TMCELROY | Correspondence with various appraisers, city planners and environmental engineers;   | 0.30  | \$350.00 | \$105.00   |
| 6/5/2018 | BGELMAN  | Call with Environmental Specialist, call with land appraiser and calls with 2 planning companies re 2 Robinson Avenue, Ottawa; (1.9) Instructions to Suzette Warner and Jonathan Wever re Ottawa Hydro; Review and approval of FCA insurance policies and approval of cheques; Draft borrowing certificate no. 1 for funds borrowed; Review of maintenance requirements at Sheppard and respond to property manager; Call with Barb at Versabank re listing of CDIC beneficiaries on trust account; Review of listing proposal and comparative market analysis for 290 Sheppard Avenue West provided by Bill Thom (agent); (2.2) | 4.10  | \$450.00 | \$1,845.00 |
| 6/5/2018 | SWARNER  | Call to Ottawa Hydro regarding connection of power and communicate with property manager regarding supply issues;  | 0.50  | \$265.00 | \$132.50   |
| 6/5/2018 | TMCELROY | Email to B. Thom re listing proposal; Call with Nick Rheault and Christine Wilson (environmental consultants), Matt McElligott (city planner), Mark Shore (appraiser) and Nancy Meloshe (city planner); Email to prospective realtor in Ottawa; Email to land surveyor;  | 2.50  | \$350.00 | \$875.00   |

Albert Gelman Inc. - 100 Simcoe Street, Ste. 125, Toronto, ON M5H 3G2 - Tel: 416 504 1650 - Fax: 416 504 1655 - albertgelman.com

Receiver re Tracy (Litigation Guardian of), et al.  
 c/o Albert Gelman Inc., Receiver  
 125 Simcoe St. Suite 125,  
 Toronto, Ontario M5H 3G2

## Invoice

**Invoice Date:** Jul 5, 2018

**Invoice No:** <2179-1>

**Billing Through:** Jun 30, 2018

**File ID:** TRACY-R:

**Re: Equitable Receiver of 290 Sheppard Ave. W., Toronto and 2 Robinson Ave., Ottawa**

| Date      | Client   | Description  | Hours | Rate     | Total      |
|-----------|----------|--|-------|----------|------------|
| 6/6/2018  | BGELMAN  | Review two listing proposals and marketing analysis re 2 Robinson Ave, Ottawa from 2 listing brokers; update with Sean Zeitz re discussion on proposed sales process for Sheppard West property, update on next steps and report to court; Detailed review of appraisal report for 290 Sheppard Avenue West;   | 2.40  | \$450.00 | \$1,080.00 |
| 6/6/2018  | TMCELROY | Discuss with B. Gelman re Ottawa property listing proposal, Toronto property appraisal, etc.; Email to prospective realtor in Ottawa; Review to Toronto property appraisal and email to S. Khan (appraiser) re same; Review of prospective realtor in Ottawa listing proposal; Review of another prospective realtor in Ottawa listing proposal; File administration; Email to AOV surveying; Review of Bill Thom's listing proposal re Toronto property;                                      | 1.80  | \$350.00 | \$630.00   |
| 6/7/2018  | TMCELROY | Correspondence with S. Khan (appraiser);   | 0.10  | \$350.00 | \$35.00    |
| 6/8/2018  | TMCELROY | Call with S. Granlese (Appraiser); Call with Eric Wilson of Golder (environmental consultant); Call with Myles Waxman (counsel) re potential restrictions of sale of Ottawa property due to "Crown Patent";  | 1.30  | \$350.00 | \$455.00   |
| 6/8/2018  | BGELMAN  | Call with prospective Appraiser in Ottawa; Call with representative of Golder Assoc. re environmental; Call with Myles Waxman re crown title;  | 1.10  | \$450.00 | \$495.00   |
| 6/9/2018  | BGELMAN  | Review of proposals from planning companies re scope of work and timelines;  | 0.40  | \$450.00 | \$180.00   |
| 6/11/2018 | TMCELROY | Correspondence with A. Shelp (surveyor); Call with prospective realtor in Ottawa re their listing proposal; Call with a third prospective realtor in Ottawa; Call with Andrew Shelp (land surveyor in Ottawa);   | 1.90  | \$350.00 | \$665.00   |
| 6/11/2018 | BGELMAN  | Call with Sean Zeitz re booking of court hearing; Calls with 2 listing brokers re listing proposals and arrange site visit; Call and email to proposed listing broker Michael Switzer to discuss listing terms, etc; review of listing schedules in our system for use on this matter; Review of Golder Proposal for environmental phase 1; commence drafting Receiver's first report to court;  | 3.40  | \$450.00 | \$1,530.00 |
| 6/12/2018 | BGELMAN  | Draft email to John Adair re update on timing of sale of properties; Call with Michael Switzer re listing proposal and time line; Call with prospective realtor in Ottawa; Call with Sean Zeitz re update and timing; (1.8) Review of listing proposal and comparable sales and mtg with Tom to discuss same and listing price; Review of listing agreement submitted by Michael Switzer and commence drafting schedules to Listing Agreement and APS to reflect sale by Court Receiver; (2.0) | 3.80  | \$450.00 | \$1,710.00 |

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## Invoice

**Invoice Date:** Jul 5, 2018

**Invoice No:** <2179-1>

**Billing Through:** Jun 30, 2018

**File ID:** TRACY-R:

**Re: Equitable Receiver of 290 Sheppard Ave. W., Toronto and 2 Robinson Ave., Ottawa**

| Date      | Person   | Description  | Hours | Rate     | Total      |
|-----------|----------|--|-------|----------|------------|
| 6/12/2018 | TMCELROY | Discuss form of APS re Toronto Property with B. Gelman; Discuss listing price re Toronto Property with B. Gelman;  | 0.30  | \$350.00 | \$105.00   |
| 6/13/2018 | BGELMAN  | Call and email to land surveyor; Continued review of Golder Proposal for Phase 1; Call with representative of Pinchin re Phase 1; Continue to draft Receiver's First Report to Court;  | 2.20  | \$450.00 | \$990.00   |
| 6/14/2018 | BGELMAN  | Attend at 290 Sheppard Avenue West with property manager re water damage, meeting with roofer to address same, meeting with Michael Switzer re to-do list prior to listing and listing price; follow up email to property manager re repairs and items on to do list; calls with contractor re repairs to front staircase and damage to floor board re water damage; Instructions to property manager re relocation of household items to garage; Review of quote from Pinchin Environmental and call with Nick at Pinchin re letter of reliance from purchaser; approval of Phase 1 contract; Call with Dan Robinson re survey quote at 2 Robinson Ave;   | 3.70  | \$450.00 | \$1,665.00 |
| 6/15/2018 | BGELMAN  | Review and approval of vendor invoices and (5) cheques to be paid from Trust account for disbursements; Travel from Toronto to Ottawa (by flight) and drafting of report to court; attend at Robinson Property; meeting with Jonathan Wever for walk through of property, address issues of vandalism to property and broken windows, police attendance to remove trespassers, clean up debris, boarding of windows, address vandalism to vehicles and consider relocation of vehicles pending further order of court; HVAC system, roof leaks, lawn maintenance, and removal of small trees to prevent trespassers from climbing on roof of property; meeting with Pinchin Environmental staff for phase 1 site assessment; meeting with prospective realtors to discuss listing proposal and address their questions; call with Myles Waxman re schedule B to APS for Toronto Property; call with Sean Zeitz re update; travel from Ottawa to Toronto (by flight) and drafting of report to court; | 8.90  | \$450.00 | \$4,005.00 |

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 c/o Albert Gelman Inc., Receiver  
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## Invoice

**Invoice Date:** Jul 5, 2018  
**Invoice No:** <2179-1>  
**Billing Through:** Jun 30, 2018  
**File ID:** TRACY-R:

**Re: Equitable Receiver of 290 Sheppard Ave. W., Toronto and 2 Robinson Ave., Ottawa**

| Date      | Client   | Description   | Hours | Rate     | Amount     |
|-----------|----------|---|-------|----------|------------|
| 6/18/2018 | BGELMAN  | Review of prior week inspection report from Ottawa property; Review and approval of invoices for inspections and maintenance items in Ottawa and Toronto for month of May, 2018; Review of survey proposals from A. Shelp and FSD Ltd.; Call to Andrew Shelp re survey scope of work; Call from John Wever re break-in at Robinson; call with Rocco re quotes for maintenance items at Toronto and Ottawa; Call with roofer re quote to install tarp on east side to try and prevent water leaking; calls (3) with Chris Viggiani re quote to repair front staircase and floor in living room at Sheppard and review approval of quote; Review and approval of 8 maintenance items at Ottawa and call with Property Manger to address questions on several items; Call and email with Joe Ballarino re eves-trough repair; (3.5) Continue drafting the Court Report (sections on Ottawa Property) (1.6h); | 5.10  | \$450.00 | \$2,295.00 |
| 6/19/2018 | BGELMAN  | Review of revised listing proposal from Michael Switzer following site visit; Review of Transit Oriented Site development plan by City of Ottawa; Review of quote for vehicle storage and email to Property manager for other options; Call with Andrew Shelp (Surveyor) re quote and next steps; Review of proposal from Shelp and execute same; coordinate access to site for surveyor with property manager; Email to Constable at RCMP re vehicles and records; (1.9h) finalize first draft of First Report to Court, including sections dealing with actions in Ottawa, vandalism and break ins at Ottawa Property; Draft Receiver's First Confidential Report to Court; (2.7h)  | 4.60  | \$450.00 | \$2,070.00 |
| 6/19/2018 | TMCELROY | Discuss tax implication regarding disposition of Ottawa property with B. Gelman;  | 0.40  | \$350.00 | \$140.00   |

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Receiver re Tracy (Litigation Guardian of), et al.  
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**Invoice**

**Invoice Date:** Jul 5, 2018  
**Invoice No:** <2179-1>  
**Billing Through:** Jun 30, 2018  
**File ID:** TRACY-R:

**Re: Equitable Receiver of 290 Sheppard Ave. W., Toronto and 2 Robinson Ave., Ottawa**

| Date      | Client   | Description   | Hours | Rate     | Total    |
|-----------|----------|---|-------|----------|----------|
| 6/20/2018 | BGELMAN  | Call with Jon Wever re 4th break in at Ottawa Property and commencement of boarding of windows; call with Chris Viggiani re stair repair; Email to Myles Waxman (real estate lawyer) re schedule B to listing agreement of Toronto Property; Review of two planning quotes for highest and best use reports; call with proposed appraiser at Ottawa Property re necessity for planning study and title searches that he will require; Revision to Schedule B to listing agreement and APS for Toronto Property; Email to Listing Agent re same; Call with Joe Ballarino (eves trough contractor) re repairs at Toronto Property and quote; Review roof quote from Alborz roofing and approve/coordinate start date; review and approve quote from J. Ballarino Eves trough contractor and approval/coordinate start date; | 1.70  | \$450.00 | \$765.00 |
| 6/20/2018 | TMCELROY | Discussions with B. Gelman to discuss appraisal, planning/massing study, environmental report, etc. re Ottawa property;   | 0.40  | \$350.00 | \$140.00 |
| 6/21/2018 | BGELMAN  | Travel to and from Sheppard Property re meeting with Chris Viggiani re repairs to front stairs and removal of carpet and mold; meeting with Joe Ballarino re eves-trough repairs; call with Rocco re update on property repairs;  | 2.00  | \$450.00 | \$900.00 |
| 6/25/2018 | BGELMAN  | Attend at Sheppard Property re eves-trough inspection, inspect removal of furniture by property manager and deal with roof repair issues; call with Mike K. roofer re next steps (1.4h); calls with Jon Wever (2) re break in into Ottawa Property and discuss costing for further clean up and boarding of remaining windows and doors; review and respond to email quote for repairs; Review of revised listing agreement for Toronto Property; Call with Michael Switzer (listing agent for Toronto) re timing for listing update and repairs to property; (0.7)   | 2.10  | \$450.00 | \$945.00 |
| 6/26/2018 | BGELMAN  | Call with Hydro Ottawa and approval of invoice; Call with Sean Zeitz re court proceeding; Review and approval of June invoices from Firstbrook Cassle;  | 0.40  | \$450.00 | \$180.00 |
| 6/27/2018 | JALBERT  | Discuss matters relating to break ins at Ottawa property and roofing issues at Sheppard Property;   | 0.20  | \$490.00 | \$98.00  |

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Receiver re Tracy (Litigation Guardian of), et al.  
 c/o Albert Gelman Inc., Receiver  
 125 Simcoe St. Suite 125,  
 Toronto, Ontario M5H 3G2

## Invoice

**Invoice Date:** Jul 5, 2018

**Invoice No:** <2179-1>

**Billing Through:** Jun 30, 2018

**File ID:** TRACY-R:

**Re: Equitable Receiver of 290 Sheppard Ave. W., Toronto and 2 Robinson Ave., Ottawa**

| Date      | Staff   | Description   | Hours | Rate               | Amount             |
|-----------|---------|---|-------|--------------------|--------------------|
| 6/27/2018 | BGELMAN | Attend at Sheppard Property re roof issues, stair repair and final eves trough repairs and inspection; calls with Chris Viggiani re final repair to steps; call with Joe Ballarino re final eves-trough repair; review and questions on quote for roof re-shingling and call with Mike K re same; | 1.60  | \$450.00           | \$720.00           |
| 6/28/2018 | SWARNER | Call to the City of Toronto and enquire into status of water account and changing of name on account; resubmit our letter of enquiry as requested;  | 0.50  | \$265.00           | \$132.50           |
|           |         |   |       | <b>Total Fees:</b> | <b>\$54,828.00</b> |
|           |         |   |       | <b>HST:</b>        | <b>\$7,127.64</b>  |

**Summary by Staff:**

| Staff   | Hours | Rate     | Amount      |
|---|-------|----------|-------------|
| Bryan A. Gelman (Principal, CIRP, LIT)          | 95.30 | \$450.00 | \$42,885.00 |
| Daphna Cherniak (Estate Administrator)          | 0.20  | \$100.00 | \$20.00     |
| Joe E. Albert (Principal, CIRP, CPA, DIFA, LIT) | 0.20  | \$490.00 | \$98.00     |
| Petra Brown (Senior Assoc. Prof Sup)            | 0.70  | \$165.00 | \$115.50    |
| Suzette Warner (Associate, CFE, CPA, CGA, FCCA) | 4.30  | \$265.00 | \$1,139.50  |
| Tom McElroy (Manager, CPA, CA, CBV, CIRP, LIT)  | 30.20 | \$350.00 | \$10,570.00 |

**Disbursements:**

**Non-Taxable Disbursements**

SEARCH FEES: \$32.00

**Taxable Disbursements**

PHOTOCOPIES: \$154.50

POSTAGE: \$6.72

TRAVEL: \$505.60

**Total Disbursements:** \$698.82

**HST:** \$86.69

**Amount Due This Invoice:** \$62,741.15

**Invoice Summary:**

|                               |                    |
|-------------------------------|--------------------|
| TOTAL FEES AND DISBURSEMENTS: | \$55,526.82        |
| TOTAL HST:                    | \$7,214.33         |
| <b>TOTAL AMOUNT DUE:</b>      | <b>\$62,741.15</b> |

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Receiver re Tracy (Litigation Guardian of), et al.  
c/o Albert Gelman Inc., Receiver  
125 Simcoe St. Suite 125,  
Toronto, Ontario M5H 3G2

**Invoice**

**Invoice Date:** Jul 5, 2018

**Invoice No:** <2179-1>

**Billing Through:** Jun 30, 2018

**File ID:** TRACY-R:

**Re: Equitable Receiver of 290 Sheppard Ave. W., Toronto and 2 Robinson Ave., Ottawa**

---

Payment of this account is due on receipt  
HST Registration # 83741 9514 RT0001

Albert Gelman Inc. - 100 Simcoe Street, Ste. 125, Toronto, ON M5H 3G2 - Tel: 416 504 1650 - Fax: 416 504 1655 - albertgelman.com

# **Appendix “Q”**

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

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

**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**

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  
 CICIPPIO-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

**AFFIDAVIT OF JASON SPETTER**

**I, JASON SPETTER, OF THE CITY OF TORONTO, IN THE PROVINCE OF ONTARIO, MAKE OATH AND SAY AS FOLLOWS:**

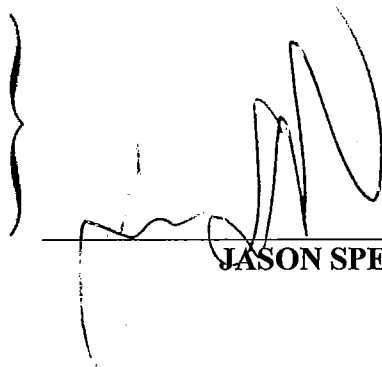
1. I am a lawyer with Lipman Zener Waxman LLP ("LZW") independent counsel to Ablert Gelman Inc. (the "Receiver") in its capacity as the court appointed equitable receiver. As such, I have knowledge of the facts and matters to which I hereinafter depose.
  
2. Now produced and shown to me and marked as **Exhibit "A"** to this my Affidavit is a true copy of the pre-bill statement of LZW with respect to unbilled fees and disbursements in connection with this matter, including detailed descriptions of the work performed. I am advised by Sean Zeitz and Myles Waxman and believe that this pre-bill statement accurately reflects the services provided by LZW in this matter and the fees and disbursements claimed by it.

**SWORN BEFORE ME** at the City of Toronto, in the Province of Ontario on July 9<sup>th</sup>, 2018



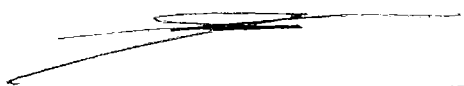
Commissioner for Taking Affidavits  
(or as may be)

R. ZEITZ



**JASON SPETTER**

This is Exhibit "A" referred to in the  
Affidavit of Jason D. Spetter  
sworn before me, this 9<sup>th</sup> day of July, 2018.

A handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke extending to the right.

---

A Commissioner, Etc.

**PREBILL**

IN ACCOUNT WITH  
**LIPMAN, ZENER & WAXMAN LLP**

Barristers and Solicitors  
 1220 Eglinton Avenue West  
 Toronto, Ontario  
 M6C 2E3  
 (416) 789-0652

ALBERT GELMAN INC.  
 100 SIMCOE ST.,  
 SUITE 125  
 TORONTO, ONT M5H3G2

July 9, 2018

File No. 66505

Invoice No. Sample

**Attention:** Attention: Bryan Gelman

**RE:** TRACY, EDWARD ET AL V. THE ISLAMIC REPUBLIC OF IRAN ET  
 AL

| <b>Date</b> | <b>Task Code</b> | <b>Description</b>   | <b>Act Code</b> | <b>Hrs</b> | <b>Rate</b> | <b>Amt</b> | <b>Lwyr</b> |
|-------------|------------------|--|-----------------|------------|-------------|------------|-------------|
| May-24-18   | BW               | Receipt and review Ottawa Tax Certificate, report to Receiver, attend to ordering additional tax certificates  |                 | 0.70       | 450.00      | 315.00     | SNZ         |
| May-25-18   | BW               | Review reporting emails re initial attendance at Robinson property in Ottawa, forward to JA  |                 | 0.30       | 450.00      | 135.00     | SNZ         |
| May-30-18   | BW               | Receipt and consider reports and emails from Receiver, attend on conference call with B.Gelman and T. McElroy to review material and consider next steps |                 | 2.50       | 450.00      | 1,125.00   | SNZ         |
| May-31-18   | BW               | Phone call from Receiver to obtain status update incl. insurance coverage  |                 | 0.30       | 450.00      | 135.00     | SNZ         |
|             | BW               | Review of emails from Receiver to JA concerning update and request for advance under Receiver's Certificate,. phone call with B. Gelman                  |                 | 0.50       | 450.00      | 225.00     | SNZ         |

|           |    |  |      |        |        |     |
|-----------|----|--|------|--------|--------|-----|
| Jun-06-18 | BW | Review draft appraisal re 290 Sheppard, discuss with receiver sales process and material for inclusion in report to court              | 2.10 | 450.00 | 945.00 | SNZ |
| Jun-07-18 | BW | Email from Brian Gelman to set up conference call  | 0.20 | 500.00 | 100.00 | MHW |
|           | BW | Email from Brian Gelman to confirm meeting time  | 0.10 | 500.00 | 50.00  | MHW |
|           | BW | Email correspondence with Receiver re crown patent discovery on title  | 0.40 | 450.00 | 180.00 | SNZ |
|           | BW | Receipt and review of draft Receiver's Certificate #1, attend to revisions thereto, correspond with Receiver                           | 1.00 | 450.00 | 450.00 | SNZ |
| Jun-08-18 | BW | Conference call with Sean Zeitz, Brian Gelman and Tom McElroy, instructions, obtain Crown Patents for Property                         | 0.40 | 500.00 | 200.00 | MHW |
|           | BW | Receipt and review of title searches - 4 PINS for 2Robinson Avenue   | 0.60 | 500.00 | 300.00 | MHW |
| Jun-11-18 | BW | Phone call with Receiver re court approval, email correspondence with J.Adair re anticipated next steps                                | 0.60 | 450.00 | 270.00 | SNZ |
| Jun-12-18 | BW | Email from Brian Gelman advising that there is another property associated with this file located at 290 Sheppard Avenue West, Toronto | 0.20 | 500.00 | 100.00 | MHW |
|           | BW | Receipt and Review of the form of Agreement of Purchase and Sale including Schedule B - Receiver Clauses, advising client              | 1.00 | 500.00 | 500.00 | MHW |
|           | BW | Receipt and consider draft response to J. Adair prepared by Receiver   | 0.40 | 450.00 | 180.00 | SNZ |
|           | BW | Review and consider further revised draft, phone call with Receiver to discuss and revise  | 0.70 | 450.00 | 315.00 | SNZ |

|           |    |  |      |        |          |     |
|-----------|----|--|------|--------|----------|-----|
| Jun-15-18 | BW | Correspondence with Crown Patent Office in Peterborough with PIN enclosures requesting copy of the Crown Patent for 2Robinson Avenue   | 0.40 | 500.00 | 200.00   | MHW |
|           | BW | Phone call with Receiver to obtain update from site visit to Ottawa property   | 0.40 | 450.00 | 180.00   | SNZ |
| Jun-20-18 | BW | Email to B. Gelman regarding review of Schedule B and advising B. Gelman that clauses 17-18 should be removed  | 0.10 | 500.00 | 50.00    | MHW |
|           | BW | Receiving and reviewing amended Schedule B   | 0.20 | 500.00 | 100.00   | MHW |
| Jun-26-18 | BW | Review Receiver's draft report, phone call with Receiver   | 1.60 | 450.00 | 720.00   | SNZ |
| Jun-27-18 | BW | Receipt of Crown Patents from the Ministry of Natural Resources and Forestry and to reviewing same. Only reservation in the Crown Patent was the free access to the shore for all boats and persons. | 0.60 | 500.00 | 300.00   | MHW |
| Jul-04-18 | BW | Preliminary review of Receiver's draft material, phone call with B. Gelman   | 3.80 | 450.00 | 1,710.00 | SNZ |
| Jul-05-18 | BW | Review and revise Receiver's Report, correspondence with Receiver, prepare Notice of Motion, review of additional appendices   | 5.70 | 450.00 | 2,565.00 | SNZ |
|           | BW | Phone call with Receiver   | 0.60 | 450.00 | 270.00   | SNZ |
| Jul-06-18 | BW | Receipt and review of Receiver's revisions to First Report   | 1.20 | 450.00 | 540.00   | SNZ |
|           | BW | Attend to further revisions to Receiver's First Report, prepare draft Order, prepare subservice notice for posting in National Post, ongoing telephone calls with Receiver                           | 6.30 | 450.00 | 2,835.00 | SNZ |
| Jul-08-18 | BW | Phone call with B. Gelman, receipt and review of proposed changes to form of   | 1.00 | 450.00 | 450.00   | SNZ |

notice for posting in National Post and review comments re Order

|             |    |  |       |        |             |     |
|-------------|----|--|-------|--------|-------------|-----|
| Jul-09-18   | BW | Meet with Receiver to review and execute Final Report and finalize Order, prepare correspondence to service recipients re Mobin and Farhangeiran as per Order of Moore J. and Greer J. | 2.00  | 450.00 | 900.00      | SNZ |
| Totals      |    |  | 35.90 |        | \$16,345.00 |     |
| HST on Fees |    |  |       |        | \$2,124.85  |     |

**FEE SUMMARY:**

| Lawyer          | Hours | Rate     | Amount      |
|-----------------|-------|----------|-------------|
| Myles H. Waxman | 3.80  | \$500.00 | \$1,900.00  |
| Sean N. Zeitz   | 32.10 | \$450.00 | \$14,445.00 |

**Disbursements**

|           | Expl Code | Qty | Rate   |        |
|-----------|-----------|-----|--|--------|
| May-24-18 |           |     | SEAN ZEITZ                                   | 40.75  |
|           |           |     | REIMBURSEMENT-MIL/PKING                      |        |
|           |           |     | Expense Recovery                             | -40.75 |
|           |           |     | TR FR 66505 TO 99161-PREVIOUSLY BILLED       |        |
| May-30-18 |           |     | MINISTER OF FINANCE (TERANET)                | 10.60  |
|           |           |     | REGISTRATION OF ORDER-TORONTO-SERVICE CHARGE |        |
|           |           |     | MINISTER OF FINANCE (TERANET)                | 63.65  |
|           |           |     | REGISTRATION OF ORDER-TORONTO*               |        |
|           |           |     | MINISTER OF FINANCE (TERANET)                | 63.65  |
|           |           |     | REGISTRATION OF ORDER-OTTAWA*                |        |
|           |           |     | MINISTER OF FINANCE (TERANET)                | 10.60  |
|           |           |     | REGISTRATION OF ORDER-OTTAWA-SERVICE CHARGE  |        |
| Jun-15-18 |           |     | GLORIA NANOU                                 | 71.39  |
|           |           |     | REIMBURSEMENT-TAX                            |        |

|                   |       |
|-------------------|-------|
| GLORIA NANO       | 71.39 |
| REIMBURSEMENT-TAX |       |
| GLORIA NANO       | 71.39 |
| REIMBURSEMENT-TAX |       |

|                      |          |
|----------------------|----------|
| Totals               | \$362.67 |
| HST on Disbursements | \$30.60  |

|  |                    |
|--|--------------------|
| <b>Total Fees, Disbursements &amp; HST</b> | <b>\$18,863.12</b> |
|--|--------------------|

Total Tax: \$2,155.45  
 \* tax-exempt

|                  |        |
|------------------|--------|
| Previous Balance | \$0.00 |
|------------------|--------|

|                         |                    |
|-------------------------|--------------------|
| <b>Total Amount Due</b> | <b>\$18,863.12</b> |
|-------------------------|--------------------|

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

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
**COMMERCIAL LIST**

THE HONOURABLE  
  
JUSTICE

)  
)  
)

THURSDAY, THE 19<sup>TH</sup>  
  
DAY OF JULY, 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**

**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.**

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Applicants

and

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

Respondents

## ORDER

**THIS MOTION** made by **ALBERT GELMAN INC.** ("Receiver"), in its capacity as equitable receiver and receiver in aid of execution of 290 Sheppard Avenue West, Toronto, Ontario and 2 Robinson Avenue, Ottawa, Ontario, which properties were found by the court to be beneficially owned by the Islamic Republic of Iran, for an Order, *inter alia*:

- (a) approving the First Report of the Receiver and the actions of the Receiver described therein;
- (b) approving the Confidential First Report of the Receiver dated July 9, 2018 ("Confidential First Report") accompanied with an Order the sealing the Confidential First Report, until such time as 290 Sheppard Avenue West, Toronto, ON (the "Toronto Property") and 2 Robinson Avenue, Ottawa, ON (the "Ottawa Property") have been sold and conveyed to the purchaser(s);
- (c) authorizing the Receiver to dispose of the contents of the Toronto Property;
- (d) authorizing the Receiver to dispose of the vehicles as described hereinafter located at the Ottawa Property;
- (e) authorizing the Receiver to relocate the two safes at the Ottawa Property to an offsite location to be opened by the Receiver;
- (f) approving the professional fees and disbursements of the Receiver and its legal counsel;

was heard this day at 330 University Avenue, 9<sup>th</sup> Floor, Toronto, Ontario.

**ON READING** the First Report of the Receiver dated July 9, 2018 and appendices annexed thereto and upon reading the fee affidavit of Bryan Gelman dated July 9, 2018 and exhibits attached thereto (the "Receiver's Fee Affidavit") and the fee affidavit of Jason Spetter sworn July 9, 2018 and the exhibit attached thereto in relation to the fees of legal counsel to the Receiver (the "Legal Counsel Fee Affidavit" and collectively with the Receiver's Fee Affidavit, the "Fee Affidavits") and on hearing the submissions of counsel for the Receiver and such other parties as are present,

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record be and is hereby abridged and validated such that this motion is properly returnable this day and hereby dispenses with further service thereof.
2. **THIS COURT ORDERS** that the activities and actions of the Receiver, including the Interim Statement of Receipts and Disbursements dated July 5, 2018 as set out in its First Report, be and are hereby approved.
3. **THIS COURT ORDERS** that the Receiver's Confidential First Report dated July 9, 2018 be and are hereby approved and that the Confidential First Report shall be sealed until such time as 290 Sheppard Avenue West, Toronto, ON (the "Toronto Property") and 2 Robinson Avenue, Ottawa, ON (the "Ottawa Property") have been sold and conveyed to the purchaser(s).
4. **THIS COURT ORDERS** that the Receiver be and is hereby authorized to dispose of the contents of the Toronto Property as described in the Receiver's First Report.
5. **THIS COURT ORDERS** the Receiver be and is hereby authorized to dispose of the following vehicles located at the Ottawa Property:
  - (a) Toyota Camry LE sedan, VIN# JTDBF32KO3O133997, no license plate;
  - (b) Mazda MPV LX van, VIN# JM3LW28J520329176, license plate no. AXDP 574.
6. **THIS COURT ORDERS** that the Receiver be and is hereby authorized to relocate the two safes at the Ottawa Property to an offsite location to be opened by the Receiver.

7. **THIS COURT ORDERS** that the fees and disbursements of the Receiver and its legal counsel, all as set out in the First Report and Fee Affidavits, be and are hereby approved.
  8. **THIS COURT ORDERS** that service of any future material in connection with this receivership shall be made on Farhangeiran Inc. and The Mobin Foundation by publication in the National Post of a notice of pending hearing substantially in the form attached hereto as Schedule "A" which notice shall be published not less than 5 calendar days prior to the return date of any pending hearing.
  9. **THIS COURT ORDERS** that the Orders of Madame Justice Greer made June 26, 2013 and Mr. Justice Hainey made May 22, 2018 respecting service on Farhangeiran Inc. be and are hereby varied accordingly with the balance of the said Orders remaining in place.
-

## SCHEDULE "A"

## ONTARIO SUPERIOR COURT OF JUSTICE

**TO: FARHANGEIRAN INC. and THE MOBIN FOUNDATION**

Take notice that pursuant to the Order of the Honourable Justice Hainey dated May 22, 2018 Albert Gelman Inc. was appointed as equitable receiver and receiver in aid of execution (the "Receiver") over the properties beneficially owned by the Islamic Republic of Iran municipally known as 290 Sheppard Avenue West, Toronto, ON with legal title being held in the name of Farhangeiran Inc. and 2 Robinson Avenue, Ottawa, ON with legal title being held in the name of The Mobin Foundation.

The Receiver has made an application to Court returnable on <\*> at the court house, 330 University Avenue, <\*> Floor, Toronto, Ontario, Canada.

To obtain copies of the material filed you may visit the Receiver's website at: <http://www.albertgelman.com/corporate-solutions/other-engagements/> under the title "Islamic Republic of Iran ats Edward et al." or may contact legal counsel to the Receiver, Mr. Sean N. Zeitz of Lipman Zener Waxman LLP at [szeitz@lzwlaw.com](mailto:szeitz@lzwlaw.com) or at 416-789-0652 ext. 307.

It has been ordered that service on you of any proceedings in connection with the Receiver's appointment be effected by this notice.

ESTATE OF MARLA BENNETT et al.  
Plaintiffs

- and -

ISLAMIC REPUBLIC OF IRAN et al.  
Defendants

EDWARD TRACY et al.  
Applications

-and-

THE IRANIAN MINISTRY OF INFORMATION AND SECURITY et al.  
Respondents

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

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

**ORDER**

**LIPMAN, ZENER & WAXMAN LLP**  
Barristers and Solicitors  
1220 Eglinton Avenue West  
Toronto, Ontario  
M6C 2E3

**SEAN N. ZEITZ**  
LSUC No. 51199P

Tel: 416-789-0652  
Fax: 416-789-9015  
Email: [szeitz@lawlaw.com](mailto:szeitz@lawlaw.com)

Lawyers for the Receiver,  
Albert Gelman Inc.

**Confidential First Report of Albert Gelman Inc.**

in its capacity as Court-Appointed Equitable  
Receiver and Receiver in Aid of Execution

**SEALED**

ESTATE OF MARLA BENNETT et al.  
Plaintiffs

- and -

ISLAMIC REPUBLIC OF IRAN et al.  
Defendants

EDWARD TRACY et al.  
Applications

-and-

THE IRANIAN MINISTRY OF INFORMATION AND SECURITY et al.  
Respondents

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

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

**MOTION RECORD OF THE RECEIVER,**  
**ALBERT GELMAN INC.**  
(Returnable Thursday, July 19, 2018)

**LIPMAN, ZENER & WAXMAN LLP**  
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.