

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 Friday, September 21, 2018)

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TAB 1

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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 **FRIDAY, SEPTEMBER 21, 2018** at 10:00 a.m. or as soon after that time as the Motion can be heard at the Court House, 9th 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 Second Report of the Receiver dated September 12, 2018 and the actions of the Receiver described therein;
 - (b) an Order approving the Confidential Second Report of the Receiver dated September 12, 2018 ("Confidential Second Report") pertaining to the sale of 290 Sheppard Avenue West, Toronto, ON (the "Toronto Property") accompanied with an Order

sealing same until such time as the Toronto Property has been sold and conveyed to the purchaser;

- (c) an Order approving the Confidential Third Report of the Receiver dated September 12, 2018 (“Confidential Third Report”) pertaining to the safes opened by the Receiver accompanied with an Order sealing same;
 - (d) an Order authorizing the Receiver to destroy the contents of the safes;
 - (e) approving the sale transaction (the “**Transaction**”) contemplated by a binding Agreement of Purchase and Sale executed by the Receiver on July 17, 2018 (the “**Purchase Agreement**”) between the Receiver and the Purchaser (defined in the Confidential Real Estate Report) and vesting in the Purchaser, all right, title and interest in and to the Toronto Property absolutely free and clear of and from all encumbrances;
 - (f) an Order approving the professional fees and disbursements of the Receiver and its legal counsel; and
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 Hailey 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 was specifically empowered to sell the Toronto Property and Ottawa Property;

3. The Receiver has attended to listing the Toronto Property for sale and has entered into an Agreement of Purchase and Sale (“APS”). The APS is scheduled to close on September 28, 2018 following the Receiver obtaining an Approval and Vesting Order or on such later date as the Receiver may designate;
4. With respect to the Ottawa Property, the Receiver is awaiting receipt of a Phase II Environmental Report and Highest and Best Use report. These reports are necessary in order to obtain an appraisal of the property having regard to the nature of same;
5. As contained in the facts and recommendations set out in the Receiver’s Second Report and Confidential Second Report;
6. Sections 96 and 100 of the *Courts of Justice Act* R.S.O 1990, c. C, .43;
7. Rules 1.04, 16, 37 and 60.02(1)(d) of the *Rules of Civil Procedure*; and
8. 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 Second Report and Confidential Second Report with appendices annexed thereto; and
2. Such further and other documentary evidence as counsel may produce and this Honourable Court may permit.

September 12, 2018

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Counsel for the Receiver

TAB 2

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SECOND REPORT OF ALBERT GELMAN INC.

**IN ITS CAPACITY AS COURT-APPOINTED EQUITABLE RECEIVER AND
RECEIVER IN AID OF EXECUTION**

(Dated September 12, 2018)

I. INTRODUCTION

1. This second report ("**Second 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 Hailey of the Ontario Superior Court of Justice, Commercial List, dated May 22, 2018 (the "**Appointment Order**"), without security, over the properties beneficially owned by the Islamic Republic of Iran ("**Debtor**") 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 Hailey dated May 22, 2018 is attached hereto as **Appendix "A"**.

3. On July 24, 2018 the Receiver obtained approval of its First Report and the relief sought therein. Attached hereto as **Appendix "B"** is a copy of the Order of the Honourable Mr. Justice Hailey dated July 24, 2018 ("**July 24 Order**") accompanied with the endorsement.

II. PURPOSE OF THIS REPORT

4. The purpose of the Second Report is to seek an order:

- a) approving the Second Report of the Receiver dated September 12, 2018, including the Second Interim Statement of Receipts and Disbursements dated September 6, 2018 ("**Second Interim R&D**"), and the actions of the Receiver described therein;
- b) approving the Confidential Second Report of the Receiver dated September 12, 2018 ("**Confidential Second Report**") pertaining to the sale of the Toronto Property accompanied with an Order sealing same until such time as the Toronto Property has been sold and conveyed to the purchaser;

**IN ITS CAPACITY AS COURT-APPOINTED EQUITABLE RECEIVER AND
RECEIVER IN AID OF EXECUTION**

(Dated September 12, 2018)

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8. With the continued assistance of LKSI the Receiver has conducted bi-weekly site inspections in accordance with insurance regulations and has continued to maintain the Toronto Property's landscaping and its general upkeep.

Disposal of Toronto Property's Contents Delayed

9. The Receiver attended to making arrangements to dispose of the contents of the Toronto Property in accordance with the July 24 Order. Prior to its agent disposing of same, the Receiver's Realtor received a call from an individual who identified himself as an agent with the Government of Canada – specifically the Canadian Security Intelligence Service (“CSIS”). He was seeking access to the Toronto Property for the purpose of conducting unspecified “government business” suggesting the “business” involved national security. The individual was referred to the Receiver's counsel, Mr. Zeitz.

10. Mr. Zeitz subsequently received a voice message from this individual who identified himself as “Jeff Whitmore calling from the Government of Canada”. He left what appeared to be a mobile number. Upon Mr. Zeitz returning Mr. Whitmore's call, the Receiver was asked to provide access to the Toronto Property for inspection and to allow for the review of any documents therein.

11. Mr. Whitmore was advised to make the request for access in writing through CSIS' counsel, the Department of Justice (“DOJ”), at which time the Receiver would respond substantively. Mr. Whitmore was further advised that notwithstanding any request that may be made by the DOJ, it would be necessary that court approval be obtained before the Receiver would grant access to the Toronto Property.

12. Mr. Zeitz asked for Mr. Whitmore's contact information in order that CSIS could be added to the service list. Mr. Whitmore declined to provide any contact information and instead asked that Mr. Zeitz or the Receiver meet him in person to provide him copies of these materials. His request was declined at which time he advised that the Receiver would likely not hear from him again.

13. The Receiver has not heard further from this individual since on or about August 28, 2018.

14. The Receiver attended to reporting its dealing with Mr. Whitmore to the RCMP who requested to be added to the service list. It is unknown to the Receiver what if anything has been done by the RCMP in connection with the foregoing.

15. Out of an abundance of caution the Receiver elected not to dispose of the contents of the Toronto Property pending the September 21, 2018 hearing date of this motion. In the event the Receiver is not contacted prior thereto by any stakeholder requesting access to the contents, the Receiver will dispose of same shortly after September 21, 2018. In the event any stakeholder wishes to have access to the contents of the Toronto Property they should make a formal request in writing to the Receiver and consider attending in court on September 21, 2018.

Disposal of the Vehicles:

16. In accordance with the July 24 Order the Receiver has attended to disposing of the Vehicles.

Sales Process for the Toronto Property

17. As set out in the Receiver's First Report, the Receiver entered into a listing agreement with Michael Switzer of Forest Hill Real Estate Inc. ("**Realtor**") on July 4, 2018 to sell the Toronto Property. The Toronto Property was listed for sale and was marketed by the Realtor as follows:

- a) on the Toronto Multiple Listing Services (MLS);
- b) on www.luxuryhomes.com (the Receiver is advised by the Realtor this site is a global marketing tool for luxury real estate and excellent way to locate investors);
- c) "Juwai" (the Receiver is advised by the Realtor is an avenue to reach out to foreign investors);
- d) Several social media outlets; and,
- e) Leveraged Marketing Group, (the Receiver is advised by the Realtor is another worldwide marketing website for real estate that Forest Hill Real Estate brokerage collaborates with).

18. The Realtor received numerous enquires from prospective purchasers and seven groups booked an appointment to tour the property. This resulted in the Receiver receiving offers from two prospective purchasers.

19. The following is a chronology of the offers received:

- a) On July 12, 2018, an offer was submitted with many conditions (the “**First Offer**”). The Receiver did not submit a counter offer however the Realtor contacted the other realtor requesting an improved offer;
- b) On July 14, 2018, an additional offer was submitted, conditional on financing for five (5) business days with other conditions (the “**Second Offer**”). The offer was not in a form acceptable to the Receiver. This offer was irrevocable until 11:59 p.m. on July 16, 2018. Mr. Switzer contacted the other agent to discuss the offer;
- c) On the afternoon of July 16, 2018 the Receiver received an improved offer from the First Offer with fewer conditions although still not in a form satisfactory to the Receiver. This revised offer was irrevocable until 11:59 p.m. on July 16, 2018. Though Mr. Switzer attempted to negotiate this offer with the other realtor, he was advised that he would be contacting his client and would respond to the Receiver by 10pm on July 16, 2018 to discuss any changes thereto. At 10pm the other realtor contacted Mr. Switzer to advise that he could not reach his client and that they were not responding;
- d) On July 16, 2018, at approximately 11:13 p.m., the First Offer was further improved with the Receiver’s desired terms and was conditional on the Receiver obtaining approval to complete the Transaction. This offer was irrevocable until 1:00 p.m. on July 17, 2018;
- e) The Receiver instructed Mr. Switzer to contact the agent for the First Offer on the morning of July 17, 2018 to inquire whether his client was interested in submitting a clean offer for a higher price. Mr. Switzer received confirmation that the First Offer would not be improved any further;

f) Therefore, at 12:41 p.m. on July 17, 2018 the Receiver accepted the Second Offer from the Purchaser and the deposit was paid the following day making the Purchase Agreement firm and binding, subject to the Receiver obtaining court approval of the Transaction. In accordance with paragraph 13 of Schedule B to the Purchase Agreement, the closing date shall occur on September 28, 2018 or on such later date as the Receiver may designate. It is the Receiver's intention to close the Transaction on September 28, 2018 or as soon as reasonably possible thereafter.

20. Copies of each of the offers are appended to the Confidential Second Report.

21. The sale price is marginally greater than the Toronto Property's appraised value.

Recommendation in Relation to the Purchase Agreement:

22. It is the opinion of the Receiver that the sale price represents appropriate consideration for the Toronto Property and recommends court approval for the following reasons:

- a) the selling price is reasonable given the value set out in the appraisal;
- b) the Toronto Property was exposed to the market for a sufficient period of time; and,
- c) subject to obtaining court approval, the Receiver anticipates closing the Purchase Agreement on September 28, 2018 which reduces the costs, inherent risks and exposure associated with maintaining possession and control of the Toronto Property on an indefinite basis leading into the autumn and winter months.

Other Matters:

23. On July 25, 2018, the Purchaser's realtor contacted the Realtor to request consent to enter the Toronto Property in order to install new carpet in the front room and to patch holes in the ceiling. They wanted this completed before their appraiser attended the premises to conduct an appraisal. The realtor explained that the Purchaser was concerned the Toronto Property may not be appraised for the value required if the items were not repaired.

24. Mr. Switzer responded advising that the Purchaser is not permitted to make any repairs or changes until the Purchaser legally owns the property while emphasizing that it was purchased

on an “as is” basis. Mr. Switzer expressly advised the Purchaser’s realtor that they are not to enter the Toronto Property without Mr. Switzer being present.

25. Notwithstanding same, on August 7, 2018, during LKSI’s attendance at the Toronto Property, it reported that new carpet had been installed in the living room and that certain walls had been painted. Mr. Switzer contacted the Purchaser’s realtor to inquire why they proceeded to enter the premises when they were expressly advised not to do so and not to conduct any repairs. The agent’s response was that “they had no choice”.

26. Following the closing of the Transaction, the Receiver will consider whether to report the Purchaser’s realtor to the Real Estate Council of Ontario.

V. DISTRIBUTION OF PROCEEDS FROM TORONTO PROPERTY

Creditors secured against the Toronto Property

27. On closing of the Transaction, the Receiver intends to pay all outstanding property tax associated with the Toronto Property owing to the City of Toronto, which are estimated to be \$60,082.22 as at July 24, 2018, as well as any outstanding accrued and unpaid disbursements which are set out in the Second Interim R&D.

28. The Receiver will hold the balance of the net proceeds from the Transaction in its trust account, subject to payment of further disbursements and pending delivery of its Third Report to Court which will include a proposed distribution.

29. While the Receiver intended to have a proposed distribution as part of this report, as a result of its appointment as receiver in aid of execution, it requires additional time to ensure the distribution process implemented is in accordance with what would be expected had the Sheriff sold the Toronto Property pursuant to a Direction to Enforce Writ and the applicable terms and provisions of the *Execution Act*, R.S.O. 1990, c. E.24 and *Creditors' Relief Act*, 2010, S.O. 2010, c. 16, Sched. 4. in and for the Province of Ontario.

VI. OTTAWA PROPERTY - ACTIONS AND ACTIVITIES

30. Since the date of the First Report the Receiver has undertaken many activities at the Ottawa Property, including the following:

- a) With the continued assistance of Wever as Property Manager, it has attended at the property twice per week in accordance with vacancy requirements in the Receiver's insurance policy;
- b) The Receiver continues to be insured for third party liability coverage only. For the reasons set out herein, the appraisal of the Ottawa Property has yet to be completed such that the Receiver has not been able to arrange for building coverage. Upon completion of the appraisal the Receiver will assess the value of the building and determine whether it will be appropriate to insure it;
- c) Wever has also continued to address lawn maintenance and other property management tasks including removal of carpeting and other materials damaged as a result of continued water leakage in the premises;
- d) The Receiver has responded to inquiries of prospective purchasers regarding the sales process of the Ottawa Property. In both cases, the Receiver advised that it would contact each prospective purchaser once the sales process commenced;
- e) As aforementioned, the Receiver disposed of the Vehicles described in the First Report; and,
- f) The Receiver responded to inquiries from the RCMP regarding the status of the Vehicles.

31. As noted in the First Report there have been multiple break-ins at the Ottawa Property, each one being reported to the Ottawa Police Department. In order to safeguard the property, the Receiver has, amongst other things, changed the locks to the building, placed "no-trespassing" signs on the fences surrounding the perimeter of the property and has boarded all windows to prevent/deter further break-ins.

32. On Thursday, July 12, 2018 Wever contacted the Receiver to advise that at 1:10 p.m. that day, upon his scheduled inspection at the Ottawa Property, he noticed that the "No Trespassing"

signs had been torn off the fences surrounding the property and that a steel door at the rear of the building had been pried open and that someone had broken into the building. He advised that during his prior inspection of the property on Monday, July 9, 2018 the door was properly locked.

33. Wever advised that he immediately contacted the police who attended in order to conduct a walk-through of the premises. Wever advised that no damage had been done and that the only known evidence of anyone being in the building was an article of clothing that had been moved.

34. The Receiver has instructed Wever to put up new "No Trespassing" signage on the perimeter fences of the Ottawa Property and based on Wever's recommendation, has screwed 2x4 wooden boards into the frames of the steel doors to attempt to block unauthorized entry.

35. Subsequent to the Receiver boarding all of the windows in late June, 2018, there were no additional any break-ins at the Ottawa Property until the one reported on July 12, 2018. The Receiver will continue to monitor the property but does not believe that any further action is required at this time.

Appraisal and Sales Process for the Ottawa Property

36. Since the date of the First Report, the Receiver had engaged the services of Stephen Granleese ("Granleese") of the Altus Group in Ottawa to conduct an appraisal of the Ottawa Property. Granleese has advised that he will require a site survey, environmental site assessment and a Highest and Best Use Report ("**HBU Report**") from a planning company in order to advise the appraiser of the developable land and footage based on the highest and best use of the Ottawa Property. Granleese advised that he may also require a geotechnical report which the Receiver is considering obtaining.

37. The Receiver had previously reported that it had engaged the services of a site surveyor. The site survey has been completed.

38. In the First Report, the Receiver indicated that it had received a quote of \$35,000 from Pinchin to conduct a Phase II assessment. The Receiver obtained two other quotes from local companies with a cost range of \$16,000-\$19,000. After calls and inquiries with these two

companies, it was determined by the Receiver that they would only be drilling 4-5 bore holes each which is why their quotes were significantly less. The quote from Pinchin of \$35,000 included drilling of 14-15 bore holes and they indicated that for a property of this size, history and nature, a minimum of 11 bore holes needed to be drilled and as such, they reduced their quote to a fixed fee of \$29,980 to drill 11 bore holes, as well as other items noted in their scope of work. Pinchin also agreed to provide a letter of reliance to a purchaser of the Ottawa Property. This is an attractive and helpful service that not all companies agree to provide.

39. The Receiver ultimately engaged Pinchin to complete the Phase II. As of the date of this report the field testing is near completion and the final report is expected in the coming weeks.

40. The Receiver has also engaged the services of Nancy Meloshe from Stantec Consulting Ltd. to provide the HBU Report.

41. As set out in the First Report, the Receiver believes that the information required by the appraiser could be used in a sales process to provide prospective purchasers with upfront information during their due diligence process which will assist in obtaining the best sale price.

42. Until such time as the items set out above are completed, as well as the appraisal of the Ottawa Property, the Receiver is of the opinion it is not yet in a position to list it for sale. This is because absent receipt of these items the Receiver will not be in a position to evaluate offers to purchase with empirical data. The Receiver anticipates there will be significant interest in the Ottawa Property when it goes on the market and accordingly wants to ensure it has the necessary information to respond to offers as they come in. The Receiver will report to the court further in due course.

VII. CONFIDENTIAL REAL ESTATE REPORT

43. The Receiver has prepared a Confidential Second Report which includes the offers to purchase received and considered by the Receiver.

44. The Receiver is seeking an Order sealing the Confidential Second Report from the general public until further order of the Court and no later than the closing of the sale of the

Toronto Property Transaction. The Receiver believes that the information contained in this report is sensitive commercial information about the Toronto Property which could adversely impact the sales process in the event the Transaction does not close.

VIII. REPORT ON SAFES OPENED BY THE RECEIVER

45. The Receiver has prepared a Confidential Third Report which reports on the opening of the two safes and the contents therein, which the Receiver retrieved from the Ottawa Property and opened. The Receiver is seeking an Order sealing the Confidential Third Report from the general public until further order of the Court. The Receiver believes that the contents of the safes may contain sensitive information which does not relate to the Receiver's mandate of selling and realizing on the Toronto Property and Ottawa Property as set out in the Appointment Order. In this regard the Receiver is seeking the court's approval to destroy the contents thereof. Should any stakeholder wish to have access to the contents, they should make a formal request of the Receiver and apply to the court for such relief.

46. On July 15, 2018, the Receiver attended in Ottawa to retrieve the two safes which were identical in model and had the same manufacturer. The Receiver relocated both safes to its head office located in Toronto, Ontario.

47. The Receiver did not have the combinations codes. Mr. Zeitz corresponded with counsel for Iran who also did not have the combination codes. As such, the Receiver contacted the manufacturer of the safes and upon providing a copy of the July 24 Order and other documentation and paying a fee of \$151.62, the manufacturer provided keys and codes for each safe.

48. On August 13, 2018 the Receiver opened the safes at its office in the presence of two representatives of the Receiver, as well as two representatives of LZW. The opening of the safes was captured on video.

49. One safe was empty.

50. The other safe's main cavity was empty, however there was a small brown envelope tucked into a pocket on the door of the safe which was concealed. This envelope contained

documents (“**Documents**”) in what appears to be Arabic or Farsi with some English notations thereon.

51. The Receiver has photographed the Documents and they remain in the Receiver’s office along with the safes.

52. The Receiver retained Able Translation Ltd. (“**Able**”) to translate the Documents. The Receiver requested that representatives of Able execute a non-disclosure agreement (“**NDA**”) prior to reviewing the Documents. The NDA was executed and provided to the Receiver prior to releasing the Documents to Able.

53. Copies of the original Documents and their English translation are appended to the Receiver’s Confidential Third Report.

54. The Receiver has not used the information contained in the Documents in any shape or form and accordingly has not ascertained whether the information is accurate, relevant and/or stale dated. Other than attending to translating the Documents the Receiver has done nothing therewith. Notwithstanding the foregoing, the Receiver is mindful to the fact it appears the information contained in the Documents may be commercially and/or politically sensitive in nature and ought not to be released into the public domain absent further Order of the Court.

VIII. PROCEDURAL MATTERS

55. In accordance with the E-Service Protocol provisions of the Appointment Order, the Receiver posted copies of the July 24 Order and endorsement on its case website at the URL <http://www.albertgelman.com/corporate-solutions/other-engagements/> (“**Case Website**”).

56. In accordance with paragraph 8 of the July 24 Order, the Receiver has served Farhangeiran and Mobin by posting a notice of the Receiver’s motion returnable on September 21, 2018 in the National Post on September 1, 2018. A copy of the notice is annexed hereto as **Appendix “C”**. A copy of this notice has also been posted on the Case Website. As at the date hereof neither the Receiver or its counsel have been contacted by any persons on behalf of either Farhangeiran or Mobin.

IX. INTERIM STATEMENT OF RECEIPTS AND DISBURSEMENTS

57. Attached hereto at **Appendix “D”** is the Receiver’s Interim Statement of Receipts and Disbursements dated September 6, 2018.

58. Since the First Report, the Receiver has borrowed an additional \$75,000 from Adair Goldblatt Bieber LLP (“**Adair**”) in order to fund additional disbursements of the Receiver. Adair is counsel to the applicant creditors who obtained the Appointment Order. The Receiver has issued Borrowing Certificate No. 2 to Adair dated July 26, 2018 (“**Borrowing Certificate**”) as evidence of the borrowings. Attached hereto as **Appendix “E”** is a copy of the borrowing certificate.

59. As set out in the Second Interim R&D, the Receiver has cash on hand in its trust account of \$60,903.33 and accrued disbursements totaling \$162,299.41. The Receiver has been paying the operating expenditures when invoices are rendered and will draw the remainder of the accrued costs from the closing proceeds of the Toronto Property.

X. ACCOUNTS OF THE RECEIVER AND ITS COUNSEL

60. Attached hereto as **Appendix “F”** is the Affidavit of Bryan Gelman regarding the Receiver’s fees to September 5, 2018 accompanied by supporting time dockets (the “**Receiver’s Fees**”).

61. Attached hereto as **Appendix “G”** is the Affidavit of Randy Schliemann regarding the fees and disbursements of the Receiver’s counsel, Lipman Zener Waxman LLP (“**LZW**”), to September 12, 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.

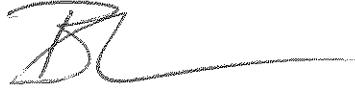
XI. RECEIVER’S REQUEST FOR APPROVAL

62. For the reasons set out herein, the Receiver respectfully requests an Order of this Honourable Court, including the relief set out in paragraph 4 of this Second Report.

All of which is respectfully submitted this 12th day of September, 2018.

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

Per:

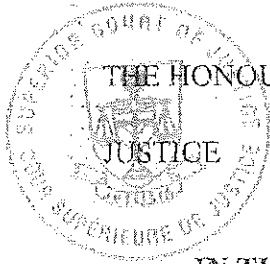


Bryan Gelman, *CIRP, LIT*

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

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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.

Applicants

and

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

Respondents

ORDER

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

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

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

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

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

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

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

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

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

SERVICE

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

APPOINTMENT

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

- (a) PT LT 3 PL 2069 TWP OF YORK AS IN TB862589; TORONTO (N YORK) CITY OF TORONTO, PIN NO. 10146-0396 (LT) and municipally known as 290 Sheppard Avenue West, Toronto, ON (hereinafter the "**Sheppard Property**"), with legal title being held in the name of Farhangeiran Inc.;
- (b) PCL F-29, SEC NP-DRF; PT LT F, CON DRF, (OPENED BY BYLAW 20-80, REGISTERED AS NO. 227761 AND CLOSED BY BYLAW 217-92 REGISTERED AS NO. 793055) BEING PT 1, 4R1130, PIN No. 04204-0243 (LT) and municipally known as 2 Robinson Avenue, Ottawa, ON, with legal title being held in the name of The Mobin Foundation;
- (c) PCL F-2, SEC NP-DRF; PT LT F, CON DRF, PT 6 4R7763; S/T CERTAIN RESTRICTIONS CONTAINED WITHIN THE ORIGINAL PATENT FROM THE CROWN, PIN No. 04204-0245 (LT) and municipally known as 2 Robinson Avenue, Ottawa, ON, with legal title being held in the name of The Mobin Foundation;
- (d) PART OF LOT F, CON D, RIDEAU FRONT, BEING PARTS 3 AND 4 ON PLAN 5R-14667, PART OF WHICH BEING PART OF HURDMAN ROAD OPENED BY BYLAW NS79171 AND CLOSED BY BYLAW N633492 AND PART 41, PL 4R-299 LYING EAST OF PART 1 ON PL 5R-10234 AND PART 1 ON PL 4R-11899, PIN No. 04204-0267 (LT) and municipally known as 2 Robinson Avenue, Ottawa, ON, with legal title being held in the name of The Mobin Foundation; AND
- (e) PART OF LOT F, CON D, RIDEAU FRONT, BEING PARTS 11 AND 12 ON PLAN 4R-598, SAVE AN EXCEPT PART 1 ON PLAN 4R-5541 AND PART 1 ON PLAN 4R-1022, PIN No. 04204-0270 (LT) and municipally known as 2 Robinson Avenue, Ottawa, ON, with legal title being held in the name of The Mobin Foundation (collectively with the properties described in paragraphs 2(b), 2(c) and 2(d), the "**Robinson Property**");

RECEIVER'S POWERS

3. THIS COURT ORDERS that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Sheppard Property and Robinson Property (collectively, the "Properties").
4. THIS COURT ORDERS that without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable, in respect of the Properties:
 - (a) to take possession of and exercise control over the Properties and any and all proceeds, receipts and disbursements arising out of or from the Properties;
 - (b) to receive, preserve, and protect the Properties, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
 - (c) to manage, operate, and carry on the business in respect of the Properties, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts in relation to the Properties;
 - (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
 - (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets;
 - (f) to receive and collect all monies and accounts now owed or hereafter owing and to exercise all remedies in collecting such monies;

- (g) to settle, extend or compromise any indebtedness owing in respect of the Properties;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Properties for any purpose pursuant to this Order;
- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Properties or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (j) to market any or all of the Properties, including advertising and soliciting offers in respect of the Properties or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (k) to sell, convey, transfer, lease or assign the Properties or any part or parts thereof out of the ordinary course of business, with the approval of this Court.
- (l) to apply for any vesting order or other orders necessary to convey the Properties or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such the Properties;
- (m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Properties and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (n) to register a copy of this Order and any other Orders in respect of the Properties against their title;
- (o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof;

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

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

5. THIS COURT ORDERS that (i) the Debtor, (ii) The Mobin Foundation, (iii) Farhangeiran Inc., (iv) all of their respective current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (v) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "Persons" and each being a "Person"), shall grant immediate and continued access to the Properties to the Receiver, and shall deliver possession of the Properties to the Receiver upon the Receiver's request.
6. THIS COURT ORDERS that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the Properties, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "Records") in that Person's possession

or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

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

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE PROPERTY

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

NO EXERCISE OF RIGHTS OR REMEDIES

10. THIS COURT ORDERS that all rights and remedies against the Receiver, or affecting the Properties, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court and further provided that nothing in this paragraph shall (i) empower the Receiver to carry on any business, (ii) exempt the Receiver from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

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

CONTINUATION OF SERVICES

12. THIS COURT ORDERS that all Persons having oral or written agreements in respect of the Properties are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating such oral or written agreements without the Receiver's written consent, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

13. THIS COURT ORDERS that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source in relation to the Properties such as but not limited to hydro deposits and rents, if any, and from the sale of all or any of the Properties shall be deposited into one or more new accounts to be opened by the Receiver (the "Post Receivership Accounts") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

PIPEDA

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

LIMITATION ON ENVIRONMENTAL LIABILITIES

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

LIMITATION ON THE RECEIVER'S LIABILITY

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

RECEIVER'S ACCOUNTS

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

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

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

FUNDING OF THE RECEIVERSHIP

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

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

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

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

SERVICE AND NOTICE

24. THIS COURT ORDERS that the E-Service Protocol of the Commercial List (the "Protocol") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall

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

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

GENERAL

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

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

29. THIS COURT ORDERS that the Plaintiff shall have its costs of this motion, up to and including entry and service of this Order on a substantial indemnity basis, ~~fixed at the amount of \$1,000,000 (including H.S.P. 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 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).

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.

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

MAY 22 2018

PER / PAR:
34

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:

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”

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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE) THURSDAY, THE 24TH
JUSTICE *Hailey*) 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

BETWEEN:

ESTATE OF MARLA BENNETT, MICHAEL BENNETT,
LINDA BENNETT and LISA BENNETT
and
ISLAMIC REPUBLIC OF IRAN and
IRANIAN MINISTRY OF INFORMATION AND SECURITY
and
THE ATTORNEY GENERAL FOR CANADA
Plaintiffs
Defendants
Intervener

AND BETWEEN:

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

Applicants

and

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

Respondents

ORDER

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, 9th Floor, Toronto, Ontario.

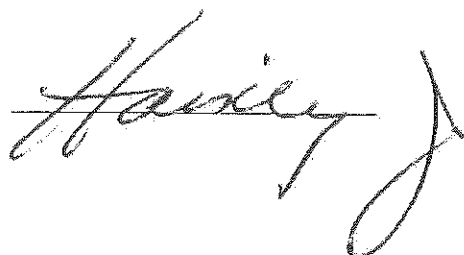
ON READING the First Report of the Receiver dated July 9, 2018 and appendices annexed thereto and upon reading the fee affidavit of Bryan Gelman dated July 9, 2018 and exhibits attached thereto (the "Receiver's Fee Affidavit") and the fee affidavit of Jason Spetter sworn July 9, 2018 and the exhibit 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,



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

JUL 24 2018

PER / PAR: RW

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 July 24, 2018 at the court house, 330 University Avenue, 9th 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 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 BENNET 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 LLP³
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

Lawyers for the Receiver,
Albert Gelman Inc.

APPENDIX “C”

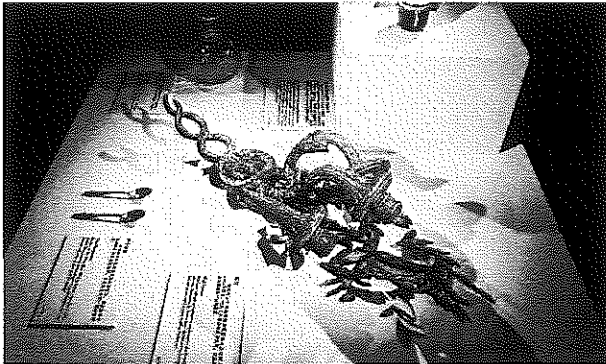
REWARD PROGRAMS

**ALMIA ENDS IMPASSE,
SETTLES CLASS ACTION
OVER AEROPLAN MILES**

Almia Inc. has signed a deal to settle a nine-year-old class action case related to changes to its expiry rules for Aeroplan mileage that were announced in 2006. Under the proposed terms of the agreement announced Friday, Almia will deposit a set amount of Aeroplan miles into the accounts of eligible members. However, details about who's eligible isn't being made public because the settlement is



subject to approval by the Superior Court of Quebec, Almia said. Merchant Law Group is handling the class action on behalf of people enrolled in October 2006. The suit took aim at Aeroplan's decision to cancel Aeroplan Miles if there's no activity in a member's account within a 12-month period, as well as its decision to cancel points if they're not used within seven years. *The Canadian Press*



Titanic artifacts on display at a show in China in May. The company holding the rights to the ship and 5,500 artifacts has been mired in debt, placing the future of its collection in the hands of a bankruptcy court in the U.S.

LEGAL

**Titanic items may
end up on block**

**Salvage firm in
U.S. bankruptcy
court**

Dawn McCarty,
Joe Felley
and Chris Dixon

WILMINGTON, DEL. — The story of the doomed luxury liner RMS Titanic proved so alluring that divers were searching for the wreck seven decades after it sank to the bottom of the Atlantic. Once it was found in 1985, further over-retrieved relics led to exhibits around the world and a blockbuster movie.

But the company holding the rights to the ship and 5,500 artifacts has been mired in debt, placing the future of its collection in the hands of a bankruptcy court. On Thursday, a judge weighed plans for auctioning the largest trove of Titanic memorabilia, which already is drawing the interest of U.S. hedge funds, Chinese investors, British museums and award-winning filmmaker James Cameron.

Among the items are the bell a crownrest lookout rang to warn the bridge of an iceberg ahead; window grills from the first-class dining area; a passenger's three-diamond ring; and a suitcase full of clothes owned by William Henry Allen, an English toolmaker immigrating to America. Titanic, once the biggest ocean liner ever built, sank almost three months deep on its maiden voyage in 1912, killing more than 1,500 of its 2,200 passengers.

"It's just sad to see that great ship of dreams, and the pieces of it, bounced around like an orphaned child," said David Gallo, an oceanographer and former head of special projects at the Woods Hole Oceanographic Institution who co-led an expedition to the wreck in 2010.

At least three groups are vying for the artifacts from the current owner, Premier Exhibitions Inc. It's the successor to a company once owned by a wealthy Connecticut auto dealer, who bankrolled a French exhibition that retrieved artifacts from Titanic for the first time in 1987. The wreck was discovered two years earlier by oceanographer Robert Ballard, who refused to remove anything from the underwater site.

Atlantic-based Premier organizes Titanic displays around the world, including at the Queen Mary hotel in Long Beach, Calif., the Luxor Hotel in Las Vegas, and the Guangdong Museum in China. In recent years, the business was expanded to include exhibitions such as animatronic dinosaurs, human cadavers and bugs, along with sets and props from the Saturday Night Live TV show.

But expansion left the firm with more debt than it could handle. Four years ago, Premier sought to raise cash by selling Titanic items and rights to future salvage from the underwater site. It valued all the assets at US\$189 million, but the plan failed when no one was willing to pay that much, because legal covenants required the collection to be kept intact.

"At the time, we had many inquiries by people hoping to acquire one thing or a few things, but it wasn't an option," Arlan Ettinger, president of Queensway's auction

house, said in an interview. Buying the items also obligated the owner to safeguard the wreck site, which proved "too much for any one buyer to agree to," he said.

Premier filed for bankruptcy in 2016. A judge reviewed possible auction plans at a hearing Thursday in Jacksonville, Fla.

A group of minority shareholders wants the artifacts sold to the highest bidder, either as a group or individually, to generate US\$10 million to cover their claims and leave ample funds to compensate majority investors. A federal judge in Norfolk, Va., overseeing salvage activities of the wreck and must approve any sale.

There are signs Titanic aficionados would be eager to own individual items.

Over the years, some artifacts have been sold that were retrieved by survivors and weren't part of the Premier collection. A violin recovered from the body of the Titanic's band leader fetched more than US\$1.45 million. A fur coat donated by a crew member to combat the harsh Atlantic cold on that fateful April night brought US\$235,000. A key to the crownrest sold for US\$145,000, and a cracker from a survival kit went for US\$23,000.

**RELICS BELONG
AT HOME
IN BELFAST
AND AT
GREENWICH.**

Rather than sell items piecemeal, Premier's CEO and biggest shareholder, Darragh Rao, has proposed a plan backed by a bevy of investment funds and Chinese businessmen who have bought US\$2 million of the company's debt. Among Rao's backers are Hong Kong-based Premier Capital Partners Ltd. and U.S.-based Apollo Global Management. Premier also hired Gallo, the oceanographer, as a paid consultant.

Rao's group pledged to keep the collection intact and within reach of U.S. courts while planning to ramp up scientific and tourist expeditions to the wreck. Paul Burns, vice-president of Titanic-themed museums in Branson, Mo., and Flight Forge, Tenn., said Thursday his organization had tried to acquire the Premier artifacts last year, offering between US\$5 million and \$10 million, but had been turned down.

At the hearing, Rao's group raised its bid for the assets to US\$19.5 million from \$17.5 million, and said it put down a cash deposit. That tops an offer of \$19.2 million from a third bidding group, which includes some British museums backed by Cameron, the filmmaker whose 1997 Titanic raked up more than \$2 billion in box-office sales.

"If I were the judge, I would say well, look, the logical curator of this is Great Britain," said Ballard, the oceanographer who first pinpointed Titanic's position in 1985.

"These relics belong at home in Belfast and at Greenwich, in the hands of an organization that can ensure these artifacts will be around forever," he said.

COMMENT

**New NAFTA? Think
technology, not cars**

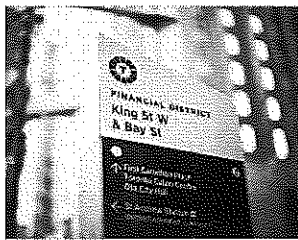
Ideas and data
are wealth
engines of future



KEVIN CARMICHAEL
National Business
Columnist

Donald Trump had one good idea this week. The president's suggestion that NAFTA needed a new name is perhaps the first positive thing he's personally put on the table.

My suggestion: the North American Free-Trade Agreement. If that's too glib, let's just drop "Free" like the president did when he raised the idea. It would more accurately reflect what is shaping up to be a future of managed cross-border exchange



The original NAFTA didn't require Canada to adjust rules that protect the country's banks from global competition.

rather than the more liberal kind of which we dreamed back in the early 1990s.

NAFTA might have felt like a free-trade agreement because it eliminated duties on things that we see, smell, taste, and touch. But many less tangible sources of wealth — and political influence — remained mostly protected.

Financial services is a good example. The original NAFTA contained more than 2,000 articles, and not one required Canada to adjust the ownership rules that effectively shield the Bay Street banking oligopoly from international competition.

The outcome of that makes for a good debate. True free trade, or even freer trade, in financial services might have boosted investment and productivity by making it easier for entrepreneurs to obtain credit.

On the other hand, the decision to leave protections in place allowed big banks to get bigger, while a handful of others were able to achieve scale that wouldn't have been possible if institutions from the U.S. and Mexico had been permitted behind Canada's walls.

Royal Bank, Toronto-Dominion, and Bank of Nova Scotia now are the three most important publicly traded companies in the country, and they also are among a relatively small number of Canadian companies with enough size to make some noise abroad.

We've spent a year fretting about rules of origin for automobiles and farm subsidies. Those things matter,

of course. Still, agriculture and vehicle manufacturing are the stars of the previous quarter century, not the next one. By allowing established lobbies to dictate the public debate, we risk missing the off-stage dickering that could determine the economy's ability to create wealth two decades from now.

Canada will continue to grow lots of food, we probably have a comparative advantage in developing snow machines. But most wealth in the near future will be created by the companies that own ideas and data. That means the children of Justin Trudeau and Chrystia Freeland will be affected more by what an updated NAFTA has to say about intellectual property and digitalization than dairy quotas and car parts.

Nothing will be known until a final text is published, but there are reasons to worry the U.S. is trying to make it harder for Canadian and Mexican startups to gain ground on America's tech behemoths.

The summer of the terms to which the U.S. and Mexico agreed aren't entirely reliable because they are vague and could have changed after several days with Canada back at the table. Yet they likely represent the bones in play.

Canada's technology companies will be wary of language that suggests the Trump administration is seeking to tip the scales even more for companies such as Alphabet and Amazon.

Mexico apparently accepted a "modernized, high-standard IP" chapter that

provides strong and effective protection and enforcement of IP rights. Critical to driving innovation, creating economic growth, and supporting American jobs," according to briefing material released by the U.S. Trade Representative.

The U.S. and Mexico appear to have expanded the range of drugs eligible for minimum patent protection and agreed to stricter patent rules in general. The outline also says the U.S. and Mexico agreed that limits on how data can be used, and where it must be stored, would be "minimized," which would help Big Tech fight attempts by local authorities to regulate data collection.

"The current IP provisions are terribly concerning," said Patrick Searle, spokesman for the Council of Canadian Innovators (CCI), an assembly of fast-growing tech companies. "The most important thing to remember in these NAFTA negotiations is that Canada has virtually no IP stocks," Searle said, referring to the value of IP owned by Canadian entities.

"Stronger and longer IP protection entrench and extend pre-existing IP holders." The value of IP peaked at around \$38 billion in each of the first two quarters of 2016, and has struggled to get even close to that mark after collapsing during the recession. Canadian IP was worth about \$31 billion in the second quarter, Statistics Canada reported this week.

Some of what the CCI has asked for is blatantly protectionist. For example, when Freeland asked for submission of her priorities should be in the NAFTA negotiations, the group asked specifically that she fight for the ability to control data collection as a "barrier to entry" for American firms.

That makes Canada's upstart wealth creators like all those that came before them. If the U.S. and Mexico are negotiating in good faith, Canada will have an opportunity to adjust some of those provisions that it was presented this week, but not all. Trudeau's choices will show the extent to which he favours established industries over next generation ones.

APPENDIX “D”

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 September 6, 2018

Receipts

Funding received - Borrowing Certificate No. 1 and 2	\$ 150,000.00
Interest earned	9.24
	<u>150,009.24</u>

Disbursements

Environmental Consulting (Phase I and II)	31,955.00
Boarding of windows, property management and maintenance - Ottawa Property	13,340.00
Roof repairs, property management and maintenance - Toronto Property	12,910.00
HST paid on disbursements	9,442.24
Survey - Ottawa Property	6,000.00
Insurance	5,304.96
Utilities (including deposits)	3,945.59
Appraisal fee - Toronto Property	3,200.00
Travel & Parking	1,182.50
Vehicle disposal fees	898.00
Other misc., including license fees	505.00
Security personnel	240.00
Fee to open safes	151.62
Search fees	22.00
Courier	9.00
	<u>89,105.91</u>

Cash in bank, in trust

\$ 60,903.33

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
Receiver's Fees and Disbursements from July 1, 2018 to September 5, 2018	43,415.22
Legal Fees of Lipman Zener Waxman LLP from July 10, 2018 to September 12, 2018	26,323.09
HST on disbursements	18,671.61
Other property management to August 31, 2018	1,655.00
Travel	505.60
Photocopies	154.50
Search fees	32.00
Postage	6.72
	<u>162,299.41</u>

Receipts net of disbursements (including accrued disbursements)

\$ (101,396.08)

APPENDIX "E"

**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
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

RECEIVER CERTIFICATE

CERTIFICATE NO. 2

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 \$150,000.00, 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


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 26th day of July, 2018.

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

Per: 

Bryan Gelman
Authorized Signing Officer

APPENDIX “F”

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

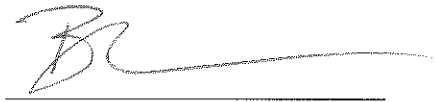
RECEIVER'S AFFIDAVIT OF FEES

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 Shepaprdr 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 September 6, 2018 for the period to September 5, 2018 of \$43,118.00, plus HST and disbursements 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 \$439.53.
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 12th day of September, 2018.

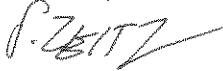
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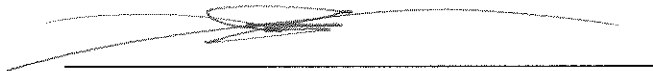
Bryan Gelman



A Commissioner, etc.



This is **Exhibit “A”** referred to in the affidavit of Bryan Gelman sworn before me, this 12th day of September, 2018.

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

A Commissioner for Taking Affidavits

Receiver re Tracy (Litigation Guardian of), et al.
 c/o Albert Gelman Inc.
 Toronto, ON M5H 3G2

Invoice

Invoice Date: Sep 6, 2018
Invoice No: <2204-1>
Billing Through: Sep 5, 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>
7/3/2018	BGELMAN	Review email details from Nick at Pinchin re verbal suggestion for Phase II Environmental Site Assessment and email to him re same; Brief review of listing proposal delivered by prospective realtor and email to Ed B re same; Attend onsite at 290 Sheppard Avenue West re meeting with Mike from Alborz roofing and inspection of roof on main property; Call with Michael Switzer; call with Jonathan Wever re Ottawa property update and roof leaks;	2.30	\$450.00	\$1,035.00
7/4/2018	BGELMAN	Review of Hydro Ottawa invoice and call to them re deposit; Review, amendments and signing of listing agreement for 290 Sheppard Avenue West, Toronto; Email to Constable McCoil re follow up; Update report to Court and confidential report to Court, assembly of exhibits, call with Sean Zeitz re same;	3.90	\$450.00	\$1,755.00
7/5/2018	BGELMAN	Prepare affidavit of Receiver's fees and accounts in taxation format; Prepare Interim Statement of Receipts and Disbursements, including accruals to date; Prepare other exhibits to Court Report; (1.9) attend call with Real Estate broker to review their listing proposal and proposed sales process; Review and approval of roofing invoice; Review of Phase I report and call with representatives of Pinchin Environmental re same; Review of quote for Phase II and call with Sean Zeitz re same; (1.5) Review of comments and suggested changes by S. Zeitz to the First Report to Court and Confidential Report; Further edits and changes now incorporating comments regarding Phase II site assessment recommendations; prepare first draft of proposed notice in National Post; Email to S. Zeitz re same and matters to consider; (2.2)	5.60	\$450.00	\$2,520.00
7/5/2018	TMCELROY	Convert Receiver's account to Bill of Cost; Amended for fee affidavit; Review and comments to Interim SRD;	0.60	\$350.00	\$210.00
7/8/2018	BGELMAN	Continued revisions to Report to Court, review and comments to Draft order and notice in National Post;	1.10	\$450.00	\$495.00
7/9/2018	BGELMAN	Attend at office of LZW for meeting with Sean Zeitz re changes to report court, update Interim R&D, proof read final report and appendices, execute documents in relation to report; Post new court material on website; respond to email from Nancy Melosh at Stantec re status of planning report;	2.50	\$450.00	\$1,125.00

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

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 c/o Albert Gelman Inc.
 Toronto, ON M5H 3G2

Invoice

Invoice Date: Sep 6, 2018
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Billing Through: Sep 5, 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
7/11/2018	BGELMAN	Research Environmental companies in Ottawa; call and email with David at Greenrideau re quote for Phase II; Call and email to Frank at Georiskes re request for quote for Phase II;	0.90	\$450.00	\$405.00
7/12/2018	BGELMAN	Call with Myles Waxman re Crown Patents on Ottawa Property; review of quote from Georisk and assessment of same; Call with Rocco T re update on Sheppard Property maintenance; calls with Jon Wever re re break in and police attendance; Update from Michel Switzer re listing of showings; review of offer for purchase of Toronto Property; Emails with Environmental Site Assessment Companies (2) re quote for Phase II;	2.40	\$450.00	\$1,080.00
7/13/2018	BGELMAN	Update and review of budget for expenses and funding; email update to Surveying company; Emails with Counsel (Zeitz) re next steps; further review of offer submitted for Toronto property and call with Michael Switzer re same; Email exchanges with proposed environmental companies for Phase II quotes; (1.3) draft Supplementary Report to Court re break ins at Ottawa Property (1.8) Review email from counsel to Iran re safes and assets in Toronto property; discussion with Sean Zeitz re same; arrange for removal and relocation of safes to Toronto for safekeeping, calls with Jon Wever re same; call with Rocco re property maintenance and repair invoices; Review and changes to Schedule B to APS and email to Myles Waxman re same; (2.1)	5.20	\$450.00	\$2,340.00
7/14/2018	BGELMAN	Review of offer on Toronto Property; calls with S. Zeitz re same; calls with Real Estate broker;	1.60	\$450.00	\$720.00
7/15/2018	BGELMAN	Travel to home of Jon Wever, property manager, in Ottawa to pick up two safes;	2.50	\$450.00	\$1,125.00
7/16/2018	BGELMAN	Attend update call with John Adair and Sean Zeitz; Attend call with Sean Zeitz re offer selection; update Supplementary Report re safes and email from Debtor (Iran); (2.2) Review of improved offer from first prospective buyer; review of second offer and comments from Receiver's real estate counsel (Myles Waxman); Calls with Michael Switzer re amendments to second offer; prepare amendments to offer and email to Michael Switzer; Review of invoices from property managers for June 30, 2018 expenses totaling \$15,718.30, incl HST; (2.1) Review of survey and notes from Surveyor; calls with Michael Switzer re second offer; calls with Michael Switzer re First Offer, negotiations with purchaser re same and emails to him re same; (2.0)	6.30	\$450.00	\$2,835.00

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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>
7/16/2018	JALBERT	General file update from B. Gelman and discussion re opening of safes and procedure for same;	0.30	\$490.00	\$147.00
7/17/2018	BGELMAN	Emails with realtor re Toronto Property; call with Myles Waxman; call with Michael Switzer re offer; Review and execute final APS for Toronto Property; Call with M. Switzer re voice mail from prospective purchaser;	1.60	\$450.00	\$720.00
7/18/2018	BGELMAN	Call with M. Switzer; email to S. Zeltz re VM from prospective purchaser; Review of Phase II proposal from Golder and call with Eric Wilson re specs for Phase II and scope of work;	0.70	\$450.00	\$315.00
7/19/2018	BGELMAN	review property management reports from Toronto and call to Rocco re Toronto property; Receive email from Golder Assoc and respond re Phase II;	0.20	\$450.00	\$90.00
7/20/2018	BGELMAN	Re-review supplementary report to court; Review of email from David re Phase II and reason for non-quote; Review of proposal from Frank at Georisks re Phase II and questions to him re quote; emails to Nick at Pinchin and review of quote for questions prior to call;	1.90	\$450.00	\$855.00
7/23/2018	BGELMAN	Review site inspection reports from Rocco and Jon Wever, call with Nick and Christine from Pinchin re revisions to quote, emails with Stephen (appraiser) regarding start date and other; review of draft order; (1.4) Review of reports and prepare for Receiver's motion on Tuesday; (0.9)	2.30	\$450.00	\$1,035.00
7/24/2018	BGELMAN	Attend in court for Receiver's motion (2.5); Review and execute Phase II contract with Pinchin; Review and research into Brownfields Redevelopment Program; Arrange access to site by Pinchin through Jon Wever; email to Simon Deiacco at City of Ottawa re Brownfields plan; Coordinate disposal of two vehicles in Ottawa; Arrange to post order and endorsement on AGI website; (2.6)	5.10	\$450.00	\$2,295.00
7/25/2018	BGELMAN	Prepare for and attend call with Richard Buchannon re Brownfields Grants at City of Ottawa; Calls from Michael Switzer re request of purchaser for maintenance at the property; email to counsel re same and respond to Michael Switzer; Coordinate attendance in Ottawa for meeting with Pinchin Environmental and site visit; Research and coordinate opening of safes; Initiate disposal of vehicles at Toronto Property;	2.60	\$450.00	\$1,170.00

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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>
7/26/2018	BGELMAN	Final review of Altus Appraisal Proposal and execute same; Approval of quote for removal of vehicles from Ottawa; Research of Geological specialists in Ottawa; Review site inspection report from Jon Wever re vehicle removal; Issue second Borrowing Certificate; Call with John Adair; email to Sean re update;	1.40	\$450.00	\$630.00
7/27/2018	SWARNER	Telephone call to Sentry Safe and enquire about procedure for obtaining safe combination; Received, complete and submit safe combination & key request form along with court order; Follow-up call with Mary at Sentry Safe providing necessary clarification and payment	1.10	\$265.00	\$291.50
7/27/2018	BGELMAN	Instructions to Suzette and J. Albert re safe opening; update calls with Suzette re same; call with S. Zeitz; Email to Jason Spetter re safe opening;	0.90	\$450.00	\$405.00
7/27/2018	JALBERT	Prepare and execute affidavit in relation to obtaining codes for safes. discuss with Bryan	0.50	\$490.00	\$245.00
7/30/2018	BGELMAN	Review of weekly property management report; Review and approval of bank rec for the period ending Jun 30, 2018;	0.20	\$450.00	\$90.00
7/31/2018	BGELMAN	Site visit at 290 Sheppard Ave West;	0.90	\$450.00	\$405.00
8/2/2018	BGELMAN	Travel to and from Ottawa (via flight); review of proposal from Stantec for massing study and meeting on site with Eric re review of next steps and contract; meeting with Jon Wever re walk through and issues with roof, etc; meeting with representatives of Pinchin Environmental re plotting of Phase II bore holes, timing and geological considerations; 7.9 Hours, including travel	7.90	\$450.00	\$3,555.00
8/3/2018	BGELMAN	Finalize and send contract to Eric at Stantec for Planning and Massing Study;	3.00	\$450.00	\$1,350.00
8/7/2018	BGELMAN	Instructions to Sean to book court date; Calls and emails with Michael Switzer re purchaser un-authorized improvements to Sheppard property; email to Myles Waxman; Email and call with to Stephen G at Altus re appraisal; Commence drafting second report to Court seeking approval and vesting order;	4.10	\$450.00	\$1,845.00
8/9/2018	BGELMAN	Call with Sean Zeitz and email to him re same re service on Iran;	0.30	\$450.00	\$135.00

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File ID: TRACY-R:

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

Date	Person	Description	Hours	Rate	Total
8/10/2018	BGELMAN	Receive and process report from property manager in Ottawa re Mischief at property; Call with Wever re same;	0.40	\$450.00	\$180.00
8/13/2018	BGELMAN	Attend to safe opening with Suzette Warner, Jason Spetter and his Associate Alex (from LZW LLP); Prepare notice in national post and email to the National Post re set up of same; inventory of photographs and contact S. Zeitz to discuss next steps;	1.80	\$450.00	\$810.00
8/13/2018	SWARNER	Review of instructions for received from Master Safe for the opening of safes; Attended safe opening and review of contents with B Gelman, J Spetter and his representative	1.00	\$265.00	\$265.00
8/14/2018	BGELMAN	Continue to draft second report to Court; Respond to enquiry from prospective broker; Review and approval of property management invoices; Receive and review of correspondence from counsel to Iran; email to S. Zeitz re same; Update call with Sean re translation of documents, report to court and manner for distribution in separate motion; Return call to counsel to prospective purchaser of Ottawa Property; Instructions to Suzette re translation of documents from safe; Instructions to Suzette to terminate Water account at 290 Sheppard Ave W; Correspondence with Rocco T re disposal of remaining contents at Toronto Property;	3.10	\$450.00	\$1,395.00
8/15/2018	BGELMAN	Call with prospective real estate brokerage;	0.10	\$450.00	\$45.00
8/16/2018	BGELMAN	Further instructions to Suzette re documents found in safe and engagement of interpreter; respond to property manager in Ottawa re issues with fence; Revision to water cancellation letter for Toronto Property; emails to prospective listing agents re update on listing process (0.6) Research parking spot in Ottawa, google searches and call to property manager at 570 Laurier Ave West; Call with Sean Zeitz re same; (1.0)	1.60	\$450.00	\$720.00
8/16/2018	SWARNER	Telephone call to Able Translations to discuss procedures for translating the document from safes considering privacy and confidentiality of same ; Call City of Toronto regarding water account ; prepared letter for final meter reading and billing and submit to City of Toronto	1.60	\$265.00	\$424.00
8/17/2018	BGELMAN	Call with Bruno and email to him re National post notice; Call with Sean Zeitz re parking spot; Respond to email from John Adair;	0.80	\$450.00	\$360.00
8/17/2018	SWARNER	Telephone call from Able Translations regarding NDA and general size of document to be translated	0.30	\$265.00	\$79.50

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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>
8/20/2018	BGELMAN	Review, approval and cheque reqs for utility accounts at Toronto Property; Review property manager report from Ottawa and matters relating to gate at property; Call with Peter April (at Counter Tax); update with Sean Zeitz re potential for distribution order; Review of NDA provided by translation company; email to Sean Zeitz re changes;	0.90	\$450.00	\$405.00
8/21/2018	BGELMAN	Receive and review development sales schedule provided by local realtor; Call from prospective purchaser of Ottawa Property; Call with Sean Zeitz re report to court and process;	0.70	\$450.00	\$315.00
8/22/2018	BGELMAN	revisions to NDA as suggested by S. Zeitz; final review and execute NDA; Instructions to S. Warner re next steps;	0.50	\$450.00	\$225.00
8/22/2018	SWARNER	Email communication with Able Translation regarding NDA for their signature; Received signed NDA from Able and scan and forward document to be translated	0.50	\$265.00	\$132.50
8/23/2018	BGELMAN	Email to Rocco re Garbage disposal;	0.10	\$450.00	\$45.00
8/24/2018	BGELMAN	Calls with Michael Switzer re Sheppard property; call with Sean Zeitz re same;	0.50	\$450.00	\$225.00
8/30/2018	SWARNER	Received and review translation document received from Able Translations and forward to legal counsel accordingly; file administration	0.50	\$265.00	\$132.50
8/30/2018	BGELMAN	Review of documents translated; Review of property management reports from Toronto and Ottawa properties;	1.00	\$450.00	\$450.00
9/4/2018	BGELMAN	Review and approval of insurance and utility invoices for both properties; Emails and calls to Nancy Meloshe re highest and best use report and to Pinchin re status of Phase II; Update website with National post notice; Call with S. Zeitz re report and 9:30 to address contents of safe; Continue drafting Second Report and Confidential Second Report, including details of sales process; Review of draft report from Stantec re best use report; call from Sean Zeitz and Ian Klaiman re reporting of contents of safe;	6.00	\$450.00	\$2,700.00
9/4/2018	SWARNER	Received and review Newspaper Ad ; Prepared Affidavit of mailing	0.40	\$265.00	\$106.00

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

9/5/2018	BGELMAN	Continue to draft Second Report to Court, Confidential reports on real estate and two safes; Attend call with Nancy and Eric from Stantec, Stephen from Altus to discuss planning report; Email to S. Zeitz with draft reports;	6.40	\$450.00	\$2,880.00
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Total Fees: \$43,118.00
HST: \$5,605.34

Summary by Staff:

	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Bryan A. Gelman (Principal, CIRP LIT)	91.30	\$450.00	\$41,085.00
Joe E. Albert (Principal, CIRP, CPA, DIFA. LIT)	0.80	\$490.00	\$392.00
Suzette Warner (Associate, CFE, CPA, CGA, FCCA)	5.40	\$265.00	\$1,431.00
Tom McElroy (Mgr, CPA, CA, CBV, CIRP, LIT)	0.60	\$350.00	\$210.00

Disbursements:

Non-Taxable Disbursements

TAXI: \$12.65

Taxable Disbursements

PHOTOCOPIES: \$31.50
 POSTAGE: \$10.08
 TRAVEL: \$242.99

Total Disbursements: \$297.22
HST: \$37.03

Amount Due This Invoice: \$49,057.59

Invoice Summary:

TOTAL FEES AND DISBURSEMENTS:	\$43,415.22
TOTAL HST:	\$5,642.37
TOTAL AMOUNT DUE:	\$49,057.59

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

APPENDIX “G”

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.**

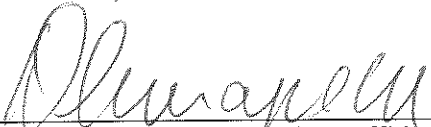
Respondents

AFFIDAVIT OF RANDY SCHLIEMANN

I, RANDY SCHLIEMANN, OF THE CITY OF TORONTO, IN THE PROVINCE OF ONTARIO, MAKE OATH AND SAY AS FOLLOWS:

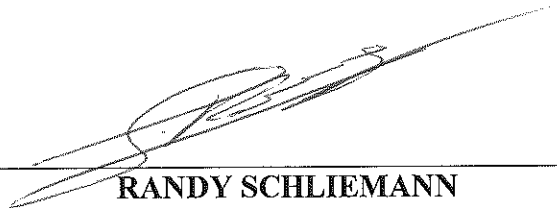
1. I am a lawyer with Lipman Zener Waxman LLP (“LZW”) independent counsel to Albert Gelman Inc. (the “Receiver”) in its capacity as the court appointed equitable receiver. As such, I have knowledge of the facts and matters to which I hereinafter depose.
2. Now produced and shown to me and marked as **Exhibit “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 the lawyers and clerk who docketed time on this matter 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 September 12, 2018



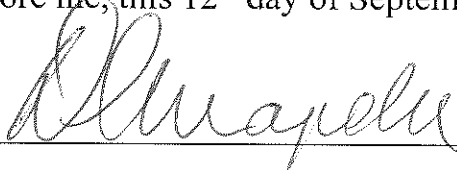
Commissioner for Taking Affidavits
(or as may be)

Dorothy Chrapek, a Commissioner, etc.,
Province of Ontario, for Lipman, Zener &
Waxman LLP, Barristers and Solicitors.
Expires March 18, 2020.



RANDY SCHLIEMANN

This is **Exhibit "A"** referred to in the affidavit of Randy Schliemann sworn before me, this 12th day of September, 2018.



A Commissioner for Taking Affidavits

Dorothy Chrapek, a Commissioner, etc.,
Province of Ontario, for Lipman, Zener &
Waxman LLP, Barristers and Solicitors.
Expires March 18, 2020.

IN ACCOUNT WITH
LIPMAN, ZENER & WAXMAN LLP

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

Our File No.: 66505

Total HST: \$3,414.86

HST No.: R119437119

September 12, 2018

Invoice No: Sample

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

Attention: Bryan Gelman

RE: Estate of Marla Bennett et al. re: Equitable Receivership

FOR PROFESSIONAL SERVICES RENDERED:

Jul 09/18	SNZ	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
Jul 11/18	MHW	Confirm receipt of crown patents	0.20
Jul 12/18	MHW	Telephone call with A. Gelman re patents	0.20
	SNZ	Correspondence with Receiver re Ottawa new break-in	0.20
Jul 13/18	SNZ	Email correspondence and phone call with Receiver re offer received for Toronto Property and issues therewith	0.70
Jul 16/18	MHW	Review offer terms and schedules	1.00
Jul 17/18	MHW	Call to A. Gelman re offer	0.20
Jul 20/18	SNZ	Review of Receiver's draft supplementary report, phone call with Receiver	1.20
Jul 21/18	IJK	review trustee's first report and confidential exhibits; prepare for approval motion	2.60
Jul 24/18	IJK	attend on motion before Hainey J.; attend to having order issued and entered	3.10
Jul 25/18	MHW	Review and respond to email from receiver re purchasers request to enter premises to make repairs	0.50
Jul 27/18	SNZ	Email correspondence with Receiver, phone call with Receiver to discuss issues/concerns identified by creditors' counsel	0.70

Aug 07/18	MHW	Email to A. Gelman re potential conduct of purchasers and unauthorized entry on premises	0.50
	SNZ	Review of reporting emails from Receiver and state of affairs re buyer breach, consider options and engage in cost/benefit analysis, discussions with M. Waxman, correspond with Receiver, review of correspondence between Receiver and realtor	2.90
Aug 10/18	JDS	review of Receiver's First Report, discussions with Receiver re attendance to witness opening of safes, discussion with S. Zeitz	2.10
Aug 13/18	JDS	attending at Albert Gelman to witness receiver opening safes, report to S. Zeitz on contents thereof	1.00
	SNZ	Correspondence with Receiver, confirm results of safe openings	0.50
Aug 14/18	SNZ	Email correspondence with Iran's counsel concerning safes and its request for notice noting contents may be diplomatic assets, phone call with Receiver to discuss contents of safe and attending to translating same and process, consider sealing order to protect confidentiality	2.30
Aug 15/18	CLK	Research re costs payable re execution sale	2.50
Aug 16/18	SNZ	Receipt and consider email from Receiver concerning issues identified re parking spot at Ottawa, respond thereto, consider Receiver's response, phone call with B. Gelman, email correspondence with title conveyancer to ascertain ownership of condo	1.30
Aug 17/18	SNZ	Receipt and review of searches, forward and report to Receiver	1.20
	SNZ	Phone call with B. Gelman, draft email to J. Adair	0.70
	SNZ	correspondence with J. Adair	0.50
Aug 20/18	SNZ	Voice message from RCMP detective, forward to Receiver for reply. email correspondence with Receiver	0.40
	SNZ	Phone call from Sergeant Swim, report to Receiver	0.40
Aug 21/18	SNZ	Review file material regarding potential tax consequences from sale of Sheppard property, preliminary review of authorities, prepare for call with Receiver and tax counsel	3.40
Aug 22/18	SNZ	Review draft non-disclosure agreement to be provided to translation company, attend to revisions thereto, report to receiver	1.00
Aug 24/18	SNZ	message from Receiver to expect call from RE agent re access request to Sheppard, phone call from M. Switzer, report to Receiver	0.70
Aug 28/18	SNZ	Receipt of voice message from J. Whitmore, return call and leave message, phone call with J. Whitmore, email Sargeant Swim, report to Receiver, phone call with Receiver	1.00
Aug 29/18	AW	Research	2.50
Sep 04/18	IJK	review and provide comments on pending approval motion and contents of the safety deposit boxes; conference call with S. Zeitz and B. Gelman	1.30
	SNZ	Review and consider material retrieved from safes, consider method of reporting to court with respect to same, telephone calls with B. Gelman, consider and review research re tax payable upon execution sale	3.90
Sep 06/18	SNZ	Review of Receiver's draft Second Report and Confidential Reports, review file to confirm events and chronology thereof	3.70

Sep 07/18	SNZ	Draft Notice of Motion, phone calls with Receiver, revise and add to Second Report, forward to Receiver for comment and review	5.10
Sep 09/18	SNZ	Review and revise Second Report, Second Confidential Report, Third Confidential Report, prepare draft Order, correspond with Receiver	5.10
Sep 11/18	SNZ	Phone call with Receiver	0.30
Sep 12/18	SNZ	Meet with Receiver and finalize NOM, Second Report, Confidential 2nd and 3rd Reports and Order	3.60
	SNZ	Phone call with counsel	0.90
Total Hours:			61.40

TIME SUMMARY

Myles H. Waxman	MHW	2.60	hours at	\$500.00	per hour =	\$1,300.00
Ian J. Klaiman	IJK	7.00	hours at	\$375.00	per hour =	\$2,625.00
Jason D. Spetter	JDS	3.10	hours at	\$450.00	per hour =	\$1,395.00
Sean N. Zeitz	SNZ	43.70	hours at	\$450.00	per hour =	\$19,665.00
CLERK	CLK	2.50	hours at	\$90.00	per hour =	\$225.00
Alex Whitehead	AW	2.50	hours at	\$175.00	per hour =	\$437.50

OUR FEES HEREIN:

HST on Fees

\$25,647.50

3,334.18

TAXABLE DISBURSEMENTS

JACLYN LAM

REIMBURSE POSTAGE

41.50

LINDA JAKYMYC

REIMBURSE POSTAGE

13.21

GLORIA NANOU

REIMBURSE POSTAGE

15.88

PHOTOCOPIES AND FAXES

500.00

GO LEGAL SERVICES INC.

50.00

GO LEGAL FEE-ATTPT TO FILE MOTION RCD COMM CRT
JULY 10/18

 \$620.59

\$620.59

HST on Taxable Disbursements

\$80.68

NON-TAXABLE DISBURSEMENTS

MINISTER OF FINANCE

CROWN NON-RECURRING MISC. DOCUMENT

55.00

55.00

\$55.00

TOTAL FEES, DISBURSEMENTS AND HST:

\$29,737.95

BALANCE DUE AND OWING:

\$29,737.95

THIS IS OUR ACCOUNT HEREIN

LIPMAN, ZENER & WAXMAN LLP

Per: Sean N. Zeitz

E. & O. E.

NOTE: This account bears interest from one month after delivery in accordance with the rate prescribed by Section 128 of the Courts of Justice Act.

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

AFFIDAVIT OF RANDY SCHLIEMANN

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

Lawyers for the Receiver,
Albert Gelman Inc.

ESTATE OF MARLA BENNETT et al.
Plaintiffs

- and -

ISLAMIC REPUBLIC OF IRAN et al.
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ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST
Proceeding commenced at
TORONTO

SECOND REPORT OF ALBERT
GELMAN INC.

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

Lawyers for the Receiver,
Albert Gelman Inc.

TAB 3

DRAFT

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE MR.) FRIDAY, THE 21st
)
JUSTICE HAINEY) DAY OF SEPTEMBER, 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.**

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 (the "Toronto Property") 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 approving the sale transaction (the "Transaction") contemplated by an agreement of purchase and sale dated July 18, 2018 (the "Sale Agreement") between the Receiver and the Purchaser as defined in the Confidential Second Report of the Receiver dated September 12, 2018 (the "Confidential Second Report") and vesting in the Purchaser all right, title and interest in and to the Toronto Property and for, *inter alia*,

- (a) an Order approving the Second Report of the Receiver dated September 12, 2018 and the actions of the Receiver described therein;
- (b) an Order approving the Confidential Second Report pertaining to the sale of Toronto Property accompanied with an Order sealing same until such time as the Receiver files the Receiver's Certificate attached hereto as Schedule "A";
- (c) an Order approving the Confidential Third Report of the Receiver dated September 12, 2018 (the "Confidential Third Report") pertaining to the safes opened by the Receiver accompanied with an Order sealing same;
- (d) an Order authorizing the Receiver to destroy the safes and the contents therein;
and
- (f) an Order approving the professional fees and disbursements of the Receiver and its legal counsel;

was heard this day at 330 University Avenue, 9th Floor, Toronto, Ontario.

ON READING the Second Report of the Receiver, the Second Confidential Report of the Receiver and the Third Confidential Report of the Receiver, each dated September 12, 2018, and appendices annexed thereto, and upon reading the fee affidavit of Bryan Gelman dated September 12, 2018 and exhibits attached thereto (the "Receiver's Fee Affidavit") and the fee affidavit of Randy Schliemann sworn September 12, 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 are hereby abridged and validated such that this motion is properly returnable this day and hereby dispenses with further service thereof.
2. **THIS COURT ORDERS AND DECLARES** that the Transaction is hereby approved and the execution of the Sale Agreement by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Toronto Property to the Purchaser.
3. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Receiver's certificate to the Purchaser substantially in the form attached as Schedule "A" hereto (the "Receiver's Certificate"), all right, title and interest in and to the Toronto Property shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "Claims") including, without limiting the generality of the foregoing: (i) any encumbrances or charges, (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; and (iii) those Claims listed on Schedule C hereto (all of which are collectively referred to as the "Encumbrances", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on

Schedule D) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Toronto Property are hereby expunged and discharged.

4. **THIS COURT ORDERS** that upon the registration in the Land Registry Office for the Registry Division of Toronto, LRO #66, of a Transfer/Deed of Land in the form prescribed by the *Land Registration Reform Act* duly executed by the Receiver, the Land Registrar is hereby directed to enter the Purchaser as the owner of the Toronto Property in fee simple, and is hereby directed to delete and expunge from title to the Toronto Property all of the Claims listed in Schedule "C" hereto.

5. **THIS COURT ORDERS AND DIRECTS** the Receiver to file with the Court a copy of the Receiver's Certificate, forthwith after delivery thereof.

6. **THIS COURT ORDERS** that, notwithstanding:

- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the Defendants and Farhangeiran Inc. and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of the Defendants and Farhangeiran Inc.;

the vesting of the Toronto Property in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Defendants and Farhangeiran Inc. and shall not be void or voidable by creditors of the Defendants and Farhangeiran Inc., nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

7. **THIS COURT ORDERS** that the activities and actions of the Receiver, including the Interim Statement of Receipts and Disbursements as at September 6, 2018 as set out in its Second Report, be and are hereby approved.

8. **THIS COURT ORDERS** that the Receiver's Second Confidential Report and Third Confidential Report each dated September 12, 2018 be and are hereby approved and that the Second Confidential Report shall be sealed until such time as the Receiver files the Receiver's Certificate in the form attached hereto as Schedule "A".

9. **THIS COURT ORDERS** that the Receiver be and is hereby authorized to destroy the safes and their contents as described in the Receiver's First Report and Second Report.

10. **THIS COURT ORDERS** that the fees and disbursements of the Receiver and its legal counsel, all as set out in the Second Report and Fee Affidavits, be and are hereby approved.

11. **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.

Schedule A – Form of Receiver’s Certificate

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**

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

RECEIVER'S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable Mr. Justice Hainey of the Ontario Superior Court of Justice (the "Court") dated May 22, 2018, Albert Gelman Inc. was appointed receiver and receiver in aid of execution of 290 Sheppard Avenue West, Toronto, Ontario (the "Toronto Property") and 2 Robinson Avenue, Ottawa, Ontario, which properties were found by the court to be beneficially owned by the Islamic Republic of Iran (the "Debtor").

B. Pursuant to an Order of the Court dated _____, 2018, the Court approved the agreement of purchase and sale made as of July 18, 2018 (the "Sale Agreement") between the Receiver and _____ (the "Purchaser") and provided for the vesting in the Purchaser of all right, title and interest in and to the Toronto Property, which vesting is to be effective with respect to the said property upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the purchase price for the Toronto Property and (ii) the Transaction has been completed to the satisfaction of the Receiver.

C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the purchase price for the Toronto Property pursuant to the Sale Agreement; and
2. The Transaction has been completed to the satisfaction of the Receiver.
3. This Certificate was delivered by the Receiver at _____ [TIME] on _____ [DATE].

**Albert Gelman Inc. in its capacity as Receiver
in aid of execution and not in its personal
capacity**

Per: _____

Name:

Title:

Schedule B – Purchased Asset

- i. 290 Sheppard Avenue West, Toronto, Ontario

PT LT 3 PL 2069 TWP OF YORK AS IN TB862589; TORONTO (N YORK) ,
CITY OF TORONTO, PIN NO. 10146-0396

**Schedule C – Claims to be deleted and expunged from title to
290 Sheppard Avenue West, Toronto, Ontario**

- i. AT3165148 2012/10/31 RESTRICTIONS ORDER
- ii. AT3167638 2012/11/02 RESTRICTIONS ORDER

**Schedule D – Permitted Encumbrances, Easements and Restrictive Covenants
related to the Real Property**

(unaffected by the Vesting Order)

N/A

ESTATE OF MARLA BENNET 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

Lawyers for the Receiver,
Albert Gelman Inc.

TAB 4

Confidential Second Report of Albert Gelman Inc.
In its capacity as Court-Appointed Equitable Receiver
and Receiver in Aid of Execution

SEALED

TAB 5

Confidential Third Report of Albert Gelman Inc.
In its capacity as Court-Appointed Equitable Receiver
and Receiver in Aid of Execution

SEALED

ESTATE OF MARLA BENNET 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.

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

Lawyers for the Receiver,
Albert Gelman Inc.