

Court File No.:

AMERICAN GENERAL LIFE INSURANCY COMPANY *et al.* - and -
Applicants

VICTORIA AVENUE NORTH HOLDINGS INC. *et al.*
Respondents

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

Proceeding Commenced at Toronto

**AFFIDAVIT OF JACOB BARON
Sworn July 9, 2021**

BLAKE, CASSELS & GRAYDON LLP
Barristers and Solicitors
199 Bay Street
Suite 4000, Commerce Court West
Toronto, Ontario M5L 1A9

Pamela L.J. Huff, LSO #27344V
Tel: 416-863-2958
Email: pamela.huff@blakes.com

Aryo Shalviri, LSO #63867A
Tel: 416-863-2962
Email: aryo.shalviri@blakes.com

Jules Monteyne, LSO #72980C
Tel: 416-863-5256
Email: jules.monteyne@blakes.com

Lawyers for the Applicants

TAB 3

Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

B E T W E E N:

AMERICAN GENERAL LIFE INSURANCE COMPANY and
NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Applicants

- and -

VICTORIA AVENUE NORTH HOLDINGS INC.
and THE PARTIES LISTED ON SCHEDULE "A"

Respondents

**APPLICATION UNDER section 243 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985,
c. B-3, as amended, and under section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43**

AFFIDAVIT OF SERVICE

I, NANCY THOMPSON, of the City of Brampton, in the Regional Municipality of Peel, MAKE OATH AND SAY:

1. I am a law clerk at Blake, Cassels & Graydon LLP ("**Blakes**"), lawyers for American General Life Insurance Company and National Union Fire Insurance Company of Pittsburgh, PA. (the "**Applicants**"), and as such have knowledge of the matters deposed to in this affidavit.
2. This affidavit should be read in conjunction with the affidavit of Jacob Baron sworn on July 9, 2021 (the "**Baron Affidavit**"). Initially capitalized terms not otherwise defined herein have the meanings given to them in the Baron Affidavit.

3. This affidavit is sworn in connection with an application for an order (the “**Substituted Service Order**”) approving a substituted method of service of the Applicants’ Notice of Application and Application Record upon: (i) the Respondents in these proceedings which are listed on Schedule “A” hereto (collectively, the “**Original Beneficial Owners**”), and (ii) the Other Potential Parties of Interest (as such term is defined in paragraph 26 of the Baron Affidavit). Where this affidavit is not based on my direct personal knowledge, it is based on information or belief and I verily believe it to be true and I have indicated the source of such information and belief.

4. As set out in paragraphs 23 and 24 of the Baron Affidavit, the list of forty-nine Original Beneficial Owners is comprised of the parties to the Nominee Agreement.

5. As set out in paragraph 27 of the Baron Affidavit, I understand that the Legal Owner provided the Applicants with a Contact List which includes the last-known mailing addresses and (where available) email addresses of certain of the Original Beneficial Owners and the Other Potential Parties of Interest. Based on that Contact List, I created a master contact list for both the Original Beneficial Owners and the Other Potential Parties of Interest (the “**Master Contact List**”), with certain corrections and updates based on public searches and inquiries, as noted in the Master Contact List. Attached hereto as **Exhibit “A”** is a copy of the Master Contact List, with certain address and email information removed to protect the privacy of certain individuals as described in the Baron Affidavit.

6. Based on the Master Contact List, of the 49 Original Beneficial Owners, there are 17 located in Ontario, 3 in other Canadian Provinces, and 29 located in the United States, with all but one located in Hawaii. The Master Contact List includes e-mail addresses for 33 of the Original Beneficial Owners as provided by the Legal Owner, subject to the exceptions noted in paragraph 8 below.

7. With respect to the Other Potential Parties of Interest, based on the Master Contact List, 31 are located in Canada (all of which are in Ontario) and 4 are located in the United States (3 in Hawaii and 1 in Florida). The Master Contact List includes e-mail addresses for all of the Other Potential Parties of Interest as provided by the Legal Owner, subject to the exceptions noted in paragraph 12 below.

Delivery of Demand Letters & Section 244 Notices

Beneficial Owners

8. On June 18, 2021, Jules Monteyne, an associate lawyer at Blakes, and I sent copies of the Demand Letter and the respective Section 244 Notice to each Original Beneficial Owner with an email address in the Master Contact List (each Original Beneficial Owner with an email address in the Master Contact List other than those noted in the subparagraphs below, the “**E-mail Service Beneficial Owners**”). A sample Section 244 Notice to a corporate Original Beneficial Owner is attached hereto as **Exhibit “B”**. The exceptions to delivery by e-mail are noted below:

- (a) No email address was provided for 1236068 Ontario Inc., Stanley Salcedo, Diane Curtis, Ellen Fleishman, Fleishman Family Trust, Guy Pace and Caroline Berdusco, Jian Zhang, John Dattamo and Daniela Dattamo, Ruth Hisaye Honda Trust, 1649750 Ontario Inc., Citydrill Inc. or Hybrid Activities Inc.; and
- (b) An undeliverable notification was received for the e-mail addresses for Kelly Hiraki/Jonathan Wah Hee Hee, Seymour Kazimirski and Dwight Otani/Theresa Otani, and could not be resolved.

9. Also on June 18, 2021, I sent a copy of the Demand Letter and Section 244 Notice to all but 11 of the Original Beneficial Owners, by sending copies by UPS, a courier, to the address in the Master Contact List for each Original Beneficial Owner. On June 23, 2021, I sent a copy of the Demand Letter and Section 244 Notice to the remaining 11 Original Beneficial Owners, also by UPS, a courier, to the address in the Master Contact List for such Original Beneficial Owner.

10. UPS has provided delivery confirmation details, including the delivery date of each Demand Letter and Section 244 Notice. Attached hereto as **Exhibit “C”** is a list of the delivery dates of the Section 244 Notices by courier on all of the Respondents.

11. The exceptions to the above deliveries by UPS are as follows:

- (a) The Contact List did not include a mailing address for Ellen Fleishman or the Fleishman Family Trust (the “**Fleishman Parties**”). Through PPSA searches we

located references to a similarly named Fleishman Family Trust, which had two possible addresses listed under the searches. These addresses were added to the Master Contact List, and copies of the Demand Letter and Section 244 Notices were sent to both these addresses on June 23, 2021, by UPS, one of which was refused and returned by UPS;

- (b) The Contact List did not include addresses for Guy Pace and Caroline Berdusco, who own their interest jointly, or Ruth Hisaye Honda Trust. Through PPSA searches, probable addresses were found for Caroline Berdusco and Ruth Hisaye Honda Trust and added to the Master Contact List. Copies of the Demand Letter and Section 244 Notices were sent to these addresses on June 23, 2021 by UPS. UPS has provided confirmation of delivery for Caroline Berdusco, but the delivery for Ruth Hisaye Honda Trust has been returned; and
- (c) The Contact List did not include mailing addresses for Diane Curtis, Jian Zhang, and John Dattamo and Daniela Dattamo, and inquiries failed to disclose any probable addresses (the “**Care of Legal Owner Service Parties**”). Copies of the Demand Letter and Section 244 Notices were sent by courier c/o of the Legal Owner to its Registered Office Address on June 23, 2021.

Other Potential Parties of Interest

12. Also on June 18, 2021, Jules Monteyne and I sent copies of the Demand Letter and the respective Section 244 Notice to each Other Potential Parties of Interest with an email address in the Master Contact List (the “**Email Service Potential Parties of Interest**”, and together with the Email Service Beneficial Owners, the “**Email Service Parties**”). The Master Contact List did not include e-mail addresses for certain individuals whose names have been redacted, but service, as detailed below, was given by courier at their physical address on the Master Contact List.

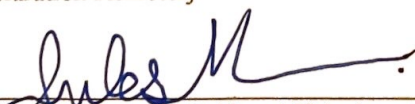
13. Also on June 18, 2021, I sent a copy of the Demand Letter and Section 244 Notice to all of the Other Potential Parties of Interest, by sending copies by UPS, a courier, to the address in the Master Contact List.

14. UPS has provided delivery confirmation details, including the delivery date of each Demand Letter and Section 244 Notice. Attached hereto as **Exhibit "D"** is a list of the delivery dates of the Section 244 Notices on the Other Potential Parties of Interest, redacted to protect the privacy of individuals.

15. As described above and based on the delivery of the Demand Letter and Section 244 Notices, I verily believe that the Notice of Application and Application Record are likely to come to the attention of Original Beneficial Owners and the Other Potential Parties of Interest if a Service Letter (as defined in paragraph 76 of the Baron Affidavit) is sent to them by (i) email to the respective email addresses of the Email Service Parties noted with an asterisk on the Master Contact List, (ii) mail to the respective mailing addresses of the parties who are not Email Service Parties on the Master Contact List, (iii) by mail c/o the Legal Owner at the Legal Owner's address to the Care of Legal Owner Service Parties, (iv) mail to the mailing addresses obtained for the Fleishman Service Parties, and given the uncertainty of those addresses, c/o the Legal Owner at the Legal Owner's address, and (v) mail to the registered office addresses of any corporation on the Master Contact List where its respective registered office address differs from the Master Contact List.

16. This affidavit is sworn in support of the application for an order for the appointment of a receiver and for an order providing for substituted service of the Notice of Application and Application Record on the Schedule "A" Respondents and Other Potential Parties of Interest.

Sworn before me by video conference by)
Nancy Thompson of the City of Brampton, in)
the Regional Municipality of Peel, before me at)
the City of Toronto, in the Province of Ontario,)
on July 9, 2021, in accordance with)
O.Reg.431/20, Administering Oath or)
Declaration Remotely)


A Commissioner for Taking Affidavits, etc.



NANCY THOMPSON

SCHEDULE "A"

Individuals
Allan Gross
Errol Yim and Andrea Yim, jointly
Ava Gross
Karen Nakagawa and Calvin Nakagawa, jointly
Carol Jaxon
Carole Kai Onouye
Diane Curtis
Dwight Otani and Theresa Otani, jointly
Edward Bugarin
Ellen Fleishman
Gemie Arakawa
George Tamashiro
Guy Pace and Caroline Berdusco, jointly
Heidi Berger
Henry Ko
Hongwei Su
James Brand
Janis L. Lai Trustee
Jean Morel
Jian Zhang
Johann Strasser
John Dattomo and Daniela Dattomo
Kelly Ann Hiraki and Jonathan Wah Hee Hee, jointly
Randall Y.C. Ho
Robert Atkinson
Roberta Sunahara and Paul Sunahara, jointly
Seymour Kazimirski
Stanley Salcedo

Trusts
Charlyn Shizue Honda Masini Trust, by and through its trustee(s)
Fleishman Family Trust, by and through its trustee(s)
J. Zachery Jones Trust, by and through its trustee(s)
Jane Shigeta Revocable Living Trust, by and through its trustee(s)
Jasen Takei Revocable Living Trust, by and through its trustee(s)
Melvin Shigeta Revocable Living Trust, by and through its trustee(s)
Ruth Hisaye Honda Trust, by and through its trustee(s)
S. Bucky Revocable Living Trust & Bruce E. Bucky Revocable Living Trust, by and through its trustee(s)
Wallace K. Tsuha Trust, by and through its trustee(s)
Corporations / Partnerships
1236068 Ontario Limited
1649750 Ontario Inc.
1818019 Ontario Limited
Citydrill Inc.
Gross Capital Inc.
Dirk and Dale IRA LLC
Gross Medical Opportunities Fund LP
Hybrid Activities Inc.
Mark Craig Gross Holdings Inc.
Randy 88, LLC
Rastogi Medicine Professional Corporation
RMK IRA LLC

This is **Exhibit "A"** referred to in the

Affidavit of Nancy Thompson

sworn before me by video conference
this 9th day of July, 2021

A handwritten signature in blue ink, appearing to read "Jules M.", is written over a horizontal line.

A Commissioner, etc.

Jules Monteyne, LSO #729880C

	Beneficial Owner	Other Potential Party	Source of Address	Account Name	City	Province	Postal	Country	Email Service Party	Additional Registered Office Addresses
Individuals:		Y	Forbearance Agreement	[REDACTED]	Thornhill	Ontario	L3T3J2	Canada		
Individuals:	Y		Forbearance Agreement	Allan Gross	Toronto	Ontario	M5G1X5	Canada	*	
Individuals:	Y		Forbearance Agreement	Andrea Yim/Errol Yim	Honolulu	Hawaii	96814	United States	*	
Individuals:	Y		Forbearance Agreement	Ava Gross	Toronto	Ontario	M4N3P7	Canada	*	
Individuals:		Y	Per UPS	[REDACTED]	Honolulu	Hawaii	96813	United States	*	
Individuals:	Y		Forbearance Agreement	Calvin Nakagawa/Karen Nakagawa	Honolulu	Hawaii	96825	United States	*	
Individuals:	Y		Forbearance Agreement	Carol Jaxon	Honolulu	Hawaii	96825	United States	*	
Individuals:	Y		Forbearance Agreement	Carole Onouye	Honolulu	Hawaii	96814	United States	*	
Individuals:		Y	Forbearance Agreement	[REDACTED]	Innisfil	Ontario	L9S4G1	Canada	*	
Individuals:	Y		N/A - c/o Legal Owner	Diane Curtis	Toronto	Ontario	M9W 5Z9	Canada		
Individuals:		Y	Forbearance Agreement	[REDACTED]	Honolulu	Hi	96821	United States	*	
Individuals:	Y		Forbearance Agreement	Dwight Otani/Theresa Otani	Honolulu	Hawaii	96817	United States		
Individuals:	Y		Forbearance Agreement	Edward Bugarin	Honolulu	Hawaii	96825	United States	*	
Individuals:	Y		Inquiries / PPSA search results	Ellen Fleishman / Fleishman Family Trust	Winnipeg	Manitoba	R3P 0J8	Canada		
Individuals:	Y		Inquiries / PPSA search results	Ellen Fleishman / Fleishman Family Trust	Winnipeg	Manitoba	R3C 0C9	Canada		
Individuals:	Y		Forbearance Agreement	Gemie Arakawa/Ken Arakawa	Honolulu	Hawaii	96816	United States	*	
Individuals:	Y		Forbearance Agreement	George Tamashiro	Mililani	Hawaii	96789	United States	*	
Individuals:	Y		Inquiries / PPSA search results	Guy Pace and Caroline Berdusco, jointly	Niagara Falls	Ontario	L2E 6S6	Canada		

	Beneficial Owner	Other Potential Party	Source of Address	Account Name	City	Province	Postal	Country	Email Service Party	Additional Registered Office Addresses
Individuals:		Y	Forbearance Agreement	[REDACTED]	Thornhill	Ontario	L3T4K5	Canada	*	
Individuals:		Y	Forbearance Agreement	[REDACTED]	Barrie	Ontario	L4M5Z1	Canada	*	
Individuals:	Y		Forbearance Agreement	Heidi Berger	Westmount	Quebec	H3Z3L5	Canada	*	
Individuals:	Y		Forbearance Agreement	Henry Ko	Honolulu	Hawaii	96817	United States	*	
Individuals:	Y		Forbearance Agreement	Hongwei Su	Mississauga	Ontario	L5K1S7	Canada	*	
Individuals:	Y		Forbearance Agreement	James Brand	Scarborough	Ontario	M1R1W9	Canada	*	
Individuals:	Y		Forbearance Agreement	Janis Lai	Honolulu	Hawaii	96816	United States	*	
Individuals:	Y		Forbearance Agreement	Jean Morel	Honolulu	Hawaii	96816	United States	*	
Individuals:		Y	Forbearance Agreement	[REDACTED]	King City	Ontario	L7B1C3	Canada	*	
Individuals:		Y	Forbearance Agreement	[REDACTED]	Toronto	Ontario	M1V2Y1	Canada	*	
Individuals:	Y		N/A - c/o Legal Owner	Jian Zhang	Toronto	Ontario	M9W 5Z9	Canada		
Individuals:	Y		Forbearance Agreement	Johann Strasser	Honolulu	Hawaii	96814	United States	*	
Individuals:	Y		N/A - c/o Legal Owner	John Dattamo and Daniela Dattamo	Toronto	Ontario	M9W 5Z9	Canada		
Individuals:		Y	Forbearance Agreement	[REDACTED]	Aventura	Florida	33160	United States	*	
Individuals:	Y		Forbearance Agreement	Kelly Hiraki/Jonathan Wah Hee	Honolulu	Hawaii	96813	United States		
Individuals:		Y	Forbearance Agreement	[REDACTED]	Scarborough	Ontario	M1M0B9	Canada	*	
Individuals:		Y	Forbearance Agreement	[REDACTED]	Toronto	Ontario	M1C2H8	Canada	*	
Individuals:	Y		Forbearance Agreement	Randall Ho	Honolulu	Hawaii	96815	United States	*	
Individuals:	Y		Forbearance Agreement	Robert Atkinson	Honolulu	Hawaii	96816	United States	*	

	Beneficial Owner	Other Potential Party	Source of Address	Account Name	City	Province	Postal	Country	Email Service Party	Additional Registered Office Addresses
Individuals:	Y		Forbearance Agreement	Roberta Sunahara/Paul Sunahara	Honolulu	Hawaii	96814	United States	*	
Individuals:		Y	Forbearance Agreement	[REDACTED]	Maple	Ontario	L6A0T8	Canada	*	
Individuals:	Y		Forbearance Agreement	Seymour Kazimirski	Honolulu	Hawaii	96821	United States		
Individuals:		Y	Forbearance Agreement	[REDACTED]	Honolulu	Hawaii	96814	United States	*	
Individuals:	Y		Forbearance Agreement	Stanley Salcedo	Honolulu	Hawaii	96822	United States		
Individuals:		Y	Forbearance Agreement	[REDACTED]	Thornhill	Ontario	L4J3L5	Canada	*	
Individuals:		Y	Forbearance Agreement	[REDACTED]	Hamilton	Ontario	L8N 2Z7	Canada	*	
Individuals:		Y	Forbearance Agreement	[REDACTED]	Toronto	Ontario	M4Y2J4	Canada	*	
Individuals:		Y	Forbearance Agreement	[REDACTED]	Oakville	Ontario	L6L0A3	Canada	*	
Individuals:		Y	Forbearance Agreement	[REDACTED]	Mississauga	Ontario	L5M7G6	Canada	*	
Individuals:		Y	Forbearance Agreement	[REDACTED]	North York	Ontario	M2N3N1	Canada		
Individuals:		Y	Forbearance Agreement	[REDACTED]	Markham	Ontario	L3R4R5	Canada		
Trusts:	Y		Forbearance Agreement	Charlyn Shizue Honda Masini Trust	Honolulu	Hawaii	96821	United States	*	
Trusts:	Y		Forbearance Agreement	J. Zachery Jones Trust	Oakland	California	94611	United States	*	
Trusts:	Y		Forbearance Agreement	Jane Shigeta Revocable Living Trust	Kailua	Hawaii	96734	United States	*	
Trusts:	Y		Forbearance Agreement	Jasen Takei Revocable Living Trust	Honolulu	Hawaii	96814	United States	*	
Trusts:	Y		Forbearance Agreement	Melvin Shigeta Revocable Living Trust	Kailua	Hawaii	96734	United States	*	
Trusts:	Y		Inquiries / PPSA search results	Ruth Hisaye Honda Trust	Honolulu	Hawaii	96817	United States		

	Beneficial Owner	Other Potential Party	Source of Address	Account Name	City	Province	Postal	Country	Email Service Party	Additional Registered Office Addresses
Trusts:	Y		per UPS	S Bucky Revocable Living Trust and Bruce E. Bucky Revocable Living Trust, jointly	Honolulu	Hawaii	96813	United States		
Trusts:		Y	Forbearance Agreement		Oakville	Ontario	L6L0A3	Canada	*	
Trusts:	Y		Forbearance Agreement	Wallace K. Tsuha Trust	Kailua	Hawaii	96734	United States	*	
Corporations:		Y	Forbearance Agreement	10096822 Canada Inc.	Oakville	Ontario	L6H7P8	Canada	*	461 Kerr Street, Oakville, Ontario, L6K 3E2 (per ON corp. profile) AND 250 Consumers Road, Suite 717, Toronto, Ontario M2J 4V6 (per FED corp. profile)
Corporations:	Y		Forbearance Agreement	1236068 Ontario Limited	Etobicoke	Ontario	M9B3B5	Canada		
Corporations:	Y		Corp. Profile	1649750 Ontario Inc.	Hamilton	Ontario	L8M1L8	Canada		
Corporations:	Y		Forbearance Agreement	1818019 Ontario Limited	Toronto	Ontario	M6B2E3	Canada	*	18 Napa Hill Crt., Thornhill, Ontario, L4J 8S1
Corporations:		Y	Forbearance Agreement	1884340 Ontario Inc.	Hamilton	Ontario	L8M1L8	Canada	*	
Corporations:		Y	Forbearance Agreement	2532370 Ontario Inc.	Thornhill	Ontario	L4J9C1	Canada	*	Davidson Law Professional Corporation, 1120 Finch Avenue West, Suite 503, Toronto, Ontario M3J 3H7
Corporations:		Y	Forbearance Agreement		Innisfil	Ontario	L9S2S3	Canada	*	
Corporations:	Y		Corp. Profile	Citydrill Inc.	Richmond Hill	Ontario	L4C 8C4	Canada		
Corporations:	Y		Forbearance Agreement	Dirk and Dale IRA LLC	Honolulu	Hawaii	96816	United States	*	
Corporations:		Y	Forbearance Agreement	Earl Levy Holdings Ltd.	Toronto	Ontario	M4V2V7	Canada	*	
Corporations:		Y	Forbearance Agreement	Fibex Window Coverings Ltd.	Thornhill	Ontario	L4J6S1	Canada	*	
Corporations:		Y	Forbearance Agreement	Global Shutter Investments Ltd.	Toronto	Ontario	M6R0A4	Canada	*	255 Duncan Mill Road, Suite 408, North York, Ontario, M3B 3H9, Attention: Harry Chang
Corporations:	Y		Corp. Profile	Gross Capital Inc.	Toronto	Ontario	M9W 5Z9	Canada	*	
Corporations:	Y		Forbearance Agreement	Gross Medical Opportunities Fund LP	Toronto	Ontario	M9W5Z9	Canada	*	200 Ronson Drive, Suite 103, Toronto, Ontario, M9W 5Z9

	Beneficial Owner	Other Potential Party	Source of Address	Account Name	City	Province	Postal	Country	Email Service Party	Additional Registered Office Addresses
Corporations:		Y	Forbearance Agreement	Henry Jelinek Enterprises Ltd.	Oakville	Ontario	L6J2Z9	Canada	*	
Corporations:	Y		Corp. Profile	Hybrid Activities Inc.	Richmond Hill	Ontario	L4C 8C4	Canada		
Corporations:		Y	Forbearance Agreement	Jules Gross Limited	Toronto	Ontario	M5M4N3	Canada	*	
Corporations:	Y		Forbearance Agreement	Mark Craig Gross Holdings Inc.	Toronto	Ontario	M9W5Z9	Canada	*	200 Ronson Drive, Suite 101 , Toronto, Ontario, M9W 5Z9
Corporations:	Y		Forbearance Agreement	Randy 88, LLC	Honolulu	Hawaii	96815	United States	*	
Corporations:	Y		Forbearance Agreement	Rastogi Medicine Professional Corporation	Toronto	Ontario	M2L1H6	Canada	*	
Corporations:	Y		Forbearance Agreement	RMK IRA LLC	Mililani	Hawaii	96789	United States	*	
Corporations:		Y	Forbearance Agreement	Rose Baum Management Inc.	Toronto	Ontario	M5S3M5	Canada	*	
Corporations:		Y	Forbearance Agreement	Tanbros Investments Limited	Woodbridge	Ontario	L4L7E8	Canada	*	
Corporations:		Y	Forbearance Agreement	TM Corporate Management Services Inc.	Maple	Ontario	L6A1C8	Canada	*	
Corporations:		Y	Forbearance Agreement	Urban-Line Enterprises Inc.	Woodbridge	Ontario	L4H3J6	Canada	*	8700 Dufferin St., Concord, Ontario, L4K 4S6, Attention: Anthony Agueci
Corporations:		Y	Partnership Profile	Victoria Avenue LP	Toronto	Ontario	M9W5Z9	Canada	*	

This is **Exhibit "B"** referred to in the

Affidavit of Nancy Thompson

sworn before me by video conference
this 9th day of July, 2021

A handwritten signature in blue ink, appearing to read "Jules M.", written over a horizontal line.

A Commissioner, etc.

Jules Monteyne, LSO #72980C

NOTICE OF INTENTION TO ENFORCE SECURITY

(Rule 124)

(Section 244 of the Bankruptcy and Insolvency Act)

TO: **1649750 ONTARIO INC.**
(the “**Debtor**”)
853 Main Street East
Hamilton, Ontario L8M 1L8

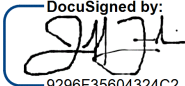
Take notice that:

1. American General Life Insurance Company and National Union Fire Insurance Company of Pittsburgh, P.A. (collectively, the “**Lenders**”) intend to enforce their Security (as defined herein) on the property described on Schedule “A” hereto (collectively, the “**Collateral**”), and all proceeds thereof.
2. The security (“**Security**”) that is to be enforced has been granted to the Lenders under the loan and security documents set out on Schedule “B” hereto (collectively, the “**Loan and Security Documents**”).
3. The total amount of the indebtedness secured by the Security is CAD \$22,825,840.26 as at May 31, 2021, plus all interest, costs, fees, expenses, charges and other amounts whatsoever (including without limitation, all yield maintenance amounts and all legal and financial advisor fees and expenses of the Lenders) that are payable by the Debtor under the Loan and Security Documents.
4. The Lenders will not have the right to enforce the Security until after the expiry of the 10-day period after this notice is sent unless the Debtor consents to an earlier enforcement.

[signature page follows]

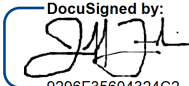
DATED at Houston, Texas, this 22nd day of June, 2021.

AMERICAN GENERAL LIFE INSURANCE COMPANY, by its investment advisor, AIG Asset Management (U.S.), LLC, a Delaware limited liability company

DocuSigned by:

9296F35604324C2...

Per: _____
Name: Jeff Flinn
Title: Managing Director

NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, P.A., by its investment advisor, AIG Asset Management (U.S.), LLC a Delaware limited liability company

DocuSigned by:

9296F35604324C2...

Per: _____
Name: Jeff Flinn
Title: Managing Director

SCHEDULE "A"
COLLATERAL

1. All of the Debtor's right, title, estate and interest in the property, assets and undertaking (including the Property) subject to the Mortgage and Loan documentation, together with all proceeds thereof, whether held directly or indirectly by the Debtor for itself or for others, all as defined and more particularly described in the Direction to Nominee and Acknowledgement that is identified on Schedule "B" hereto.

SCHEDULE “B”
LOAN & SECURITY DOCUMENTS

1. Direction to Nominee and Acknowledgement by *inter alia* Gross Capital Inc. (collectively, the “**Beneficial Owners**”) to Victoria Avenue North Holdings Inc. and to the Lenders dated as of March 30, 2015 (the “**Direction to Nominee and Acknowledgment**”)
2. Charge/Mortgage granted by Victoria Avenue North Holdings Inc. in respect of 304 Victoria Avenue N, Hamilton, Ontario and 414 Victoria Avenue N, Hamilton, Ontario registered on March 31, 2015, as instrument no. WE1027848
3. General Security Agreement dated as of March 30, 2015 granted by Victoria Avenue North Holdings Inc. in favour of the Lenders
4. General Assignment of Leases and Rents in respect of 304 Victoria Avenue N, Hamilton, Ontario and 414 Victoria Avenue N, Hamilton, Ontario, dated as of March 30, 2015 granted by Victoria Avenue North Holdings Inc. in favour of the Lenders
5. Amended and Restated Nominee Agreement dated as of March 31, 2015 between Victoria Avenue North Holdings Inc. and the beneficial owners.
6. Amended and Restated Co-Tenants Agreement dated as of March 31, 2015 between Victoria Avenue North Holdings Inc. and the beneficial owners.
7. Mortgage Loan Application dated as of February 13, 2015

This is **Exhibit "C"** referred to in the
Affidavit of Nancy Thompson
sworn before me by video conference
this 9th day of July, 2021



A Commissioner, etc.

Jules Monteyne, LSO #72980C

Legal Owner	Date of Delivery of 244 Notice	Notes/Comments
Victoria Avenue North Holdings Inc.	21-Jun-21	
Beneficial Owners:	Date of Delivery of 244 Notice	Notes/Comments
1236068 Ontario Limited	21-Jun-21	
1649750 Ontario Inc.	24-Jun-21	
1818019 Ontario Limited	21-Jun-21	
Allan Gross	21-Jun-21	
Errol Yim / Andrea Yim	21-Jun-21	
Ava Gross	21-Jun-21	
Karen Nakagawa / Calvin Nakagawa	21-Jun-21	
Carol Jaxon	21-Jun-21	
Carole Kai Onouye	21-Jun-21	
Charlyn Shizue Honda Masini Trust	21-Jun-21	
Citydrill Inc.	24-Jun-21	
Diane Curtis	24-Jun-21	Residential address not available. Forwarded to the Legal Owner, to the attention of Mark Gross.
Dirk and Dale IRA LLC	21-Jun-21	
Dwight Otani/Theresa Otani, jointly	21-Jun-21	
Edward Bugarin	21-Jun-21	
Ellen Fleishman	24-Jun-21	Joint Notice sent to Ellen Fleishman and Fleishman Family Trust to two possible addresses. One was returned by UPS.
Fleishman Family Trust	24-Jun-21	Joint Notice sent to Ellen Fleishman and Fleishman Family Trust to two possible addresses. One was returned by UPS.
Gemie Arakawa/Ken Arakawa	21-Jun-21	
George Tamashiro	21-Jun-21	
Gross Capital Inc.	23-Jun-21	
Gross Medical Opportunities Fund LP	21-Jun-21	
Guy Pace and Caroline Berdusco, Jointly	24-Jun-21	
Heidi Berger	21-Jun-21	
Henry Ko	21-Jun-21	
Hongwei Su	21-Jun-21	
Hybrid Activities Inc.	24-Jun-21	
J. Zachery Jones Trust	21-Jun-21	
James Brand	21-Jun-21	
Jane Shigeta Revocable Living Trust	21-Jun-21	
Janis Lai Trustee	N/A	Address included only a post office box. Notice sent by regular mail.
Jasen Takei Revocable Living Trust	21-Jun-21	
Jean Morel	21-Jun-21	

Beneficial Owners:	Date of Delivery of 244 Notice	Notes/Comments
Jian Zhang	24-Jun-21	Residential address not available. Forwarded to the Legal Owner, to the attention of Mark Gross
Johann Strasser	21-Jun-21	
John Dattomo and Daniela Dattomo, Jointly	John Dattomo and Daniela Dattomo, Jointly	Residential address not available. Forwarded to the Legal Owner, to the attention of Mark Gross.
Kelly Hiraki/Jonathan Wah Hee	21-Jun-21	
Mark Craig Gross Holdings Inc.	21-Jun-21	
Melvin Shigeta Revocable Living Trust	21-Jun-21	
Randall Y.C. Ho	21-Jun-21	
Randy 88, LLC	21-Jun-21	
Rastogi Medicine Professional Corporation	21-Jun-21	
RMK IRA LLC	21-Jun-21	
Robert Atkinson	21-Jun-21	
Roberta Sunahara/Paul Sunahara	21-Jun-21	
Ruth Hisaye Honda Trust		Package returned by UPS.
S Bucky Revocable Living Trust & Bruce E. Bucky Revocable Living Trust, Jointly	24-Jun-21	Redirected to new address by UPS.
Seymour Kazimirski	21-Jun-21	
Stanley Salcedo	21-Jun-21	
Wallace K. Tsuha Trust	21-Jun-21	

This is **Exhibit "D"** referred to in the

Affidavit of Nancy Thompson

sworn before me by video conference
this 9th day of July, 2021



A Commissioner, etc.

Jules Monteyne, LSO #72980C

Other Potential Parties of Interest	Date of Delivery of 244 Notice	Notes/Comments
10096822 Canada Inc.	21-Jun-21	
1884340 Ontario Inc.	21-Jun-21	
2532370 Ontario Limited	21-Jun-21	
[REDACTED]	21-Jun-21	
[REDACTED]	22-Jun-21	Redirected to new address by UPS.
[REDACTED]	21-Jun-21	
[REDACTED]	23-Jun-21	
[REDACTED]	21-Jun-21	
Earl Levy Holdings Ltd.	21-Jun-21	
Fibex Window Coverings Ltd.	21-Jun-21	
Global Shutter Investments Ltd.	21-Jun-21	
[REDACTED]	21-Jun-21	
[REDACTED]	21-Jun-21	
Henry Jelinek Enterprises Ltd.	21-Jun-21	
[REDACTED]	21-Jun-21	
[REDACTED]	21-Jun-21	
Jules Gross Limited	21-Jun-21	
[REDACTED]	22-Jun-21	
[REDACTED]	21-Jun-21	
[REDACTED]	21-Jun-21	
[REDACTED]	21-Jun-21	
Rose Baum Management Inc.	21-Jun-21	
[REDACTED]	21-Jun-21	
Tanbros Investments Limited	21-Jun-21	
[REDACTED]	21-Jun-21	
TM Corporate Management Services Inc.	21-Jun-21	
[REDACTED]	21-Jun-21	
Urban-Line Enterprises Inc.	21-Jun-21	
Victoria Avenue LP	21-Jun-21	
[REDACTED]	21-Jun-21	
[REDACTED]	21-Jun-21	
[REDACTED]	21-Jun-21	
[REDACTED]	21-Jun-21	
[REDACTED]	21-Jun-21	
[REDACTED]	21-Jun-21	
[REDACTED]	21-Jun-21	
[REDACTED]	21-Jun-21	
[REDACTED]	21-Jun-21	

Court File No.:

AMERICAN GENERAL LIFE INSURANCY COMPANY *et al.*
Applicants

- and - VICTORIA AVENUE NORTH HOLDINGS INC. *et al.*
Respondents

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

Proceeding Commenced at Toronto

**AFFIDAVIT OF SERVICE
OF NANCY THOMPSON
Sworn July 9, 2021**

BLAKE, CASSELS & GRAYDON LLP
Barristers and Solicitors
199 Bay Street
Suite 4000, Commerce Court West
Toronto, Ontario M5L 1A9

Pamela L.J. Huff, LSO #27344V
Email: pamela.huff@blakes.com

Aryo Shalviri, LSO #63867A
Email: aryo.shalviri@blakes.com

Jules Monteyne, LSO #72980C
Email: jules.monteyne@blakes.com
Tel: 416-863-5256
Fax: 416-863-2653

Lawyers for the Applicants

TAB 4

Court File No.

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

THE HONOURABLE)	MONDAY, THE 12 TH DAY
)	
JUSTICE GILMORE)	OF JULY, 2021

B E T W E E N:

AMERICAN GENERAL LIFE INSURANCE COMPANY and
NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Applicants

- and -

VICTORIA AVENUE NORTH HOLDINGS INC.
and THE PARTIES LISTED ON SCHEDULE "A"

Respondents

APPLICATION UNDER section 243 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended, and under section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43

**ORDER
(Substituting Service)**

THIS *EX PARTE* APPLICATION made by American General Life Insurance Company and National Union Fire Insurance Company of Pittsburgh, PA. (collectively, the "**Applicants**") for an order granting substituted service of the Notice of Application, Application Record and such further materials as may be filed by the Applicants in connection with the Application (the "**Application Materials**"), was heard this day by judicial videoconference via Zoom in Toronto, Ontario.

ON READING the Affidavit of Service of Nancy Thompson, sworn July 9, 2021 (the “**Thompson Affidavit**”) and the Affidavit of Jacob Baron, sworn July 9, 2021 (the “**Baron Affidavit**”) and on hearing the submissions of counsel for the Applicants:

1. **THIS COURT ORDERS AND DECLARES** that the hearing of the relief sought in paragraph 1(b) of the Notice of Application on an ex parte basis is appropriate in the circumstances and is hereby approved.

2. **THIS COURT ORDERS AND DECLARES** that service of the Service Letter (as defined in the Baron Affidavit and substantially in the form of Exhibit “S” thereto):

(i) providing notice of the receivership application, and

(ii) setting out links to the Zoom hearing and a website containing the Application Materials,

in the manner described in paragraph 15 of the Thompson Affidavit shall be good and sufficient service of the Application Materials on the Original Beneficial Owners and the Other Potential Parties of Interest (as those terms are defined in the Thompson Affidavit).

3. **THIS COURT ORDERS** that service of the Application Materials in accordance with this Order by email shall be effective on the next business day following sending of such.

4. **THIS COURT ORDERS** that service of the Application Materials in accordance with this Order by mail shall be effective as of the fifth business day after mailing.

5. **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.

SCHEDULE "A"

Individuals
Allan Gross
Errol Yim and Andrea Yim, jointly
Ava Gross
Karen Nakagawa and Calvin Nakagawa, jointly
Carol Jaxon
Carole Kai Onouye
Diane Curtis
Dwight Otani and Theresa Otani, jointly
Edward Bugarin
Ellen Fleishman
Gemie Arakawa
George Tamashiro
Guy Pace and Caroline Berdusco, jointly
Heidi Berger
Henry Ko
Hongwei Su
James Brand
Janis L. Lai Trustee
Jean Morel
Jian Zhang
Johann Strasser
John Dattomo and Daniela Dattomo
Kelly Ann Hiraki and Jonathan Wah Hee Hee, jointly
Randall Y.C. Ho
Robert Atkinson
Roberta Sunahara and Paul Sunahara, jointly
Seymour Kazimirski
Stanley Salcedo

Trusts
Charlyn Shizue Honda Masini Trust, by and through its trustee(s)
Fleishman Family Trust, by and through its trustee(s)
J. Zachery Jones Trust, by and through its trustee(s)
Jane Shigeta Revocable Living Trust, by and through its trustee(s)
Jasen Takei Revocable Living Trust, by and through its trustee(s)
Melvin Shigeta Revocable Living Trust, by and through its trustee(s)
Ruth Hisaye Honda Trust, by and through its trustee(s)
S. Bucky Revocable Living Trust & Bruce E. Bucky Revocable Living Trust, by and through its trustee(s)
Wallace K. Tsuha Trust, by and through its trustee(s)
Corporations / Partnerships
1236068 Ontario Limited
1649750 Ontario Inc.
1818019 Ontario Limited
Citydrill Inc.
Gross Capital Inc.
Dirk and Dale IRA LLC
Gross Medical Opportunities Fund LP
Hybrid Activities Inc.
Mark Craig Gross Holdings Inc.
Randy 88, LLC
Rastogi Medicine Professional Corporation
RMK IRA LLC

Court File No.:

AMERICAN GENERAL LIFE INSURANCE COMPANY *et al.*
Applicants

- and -

VICTORIA AVENUE NORTH HOLDINGS INC. *et al.*
Respondents

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

Proceeding Commenced at Toronto

**ORDER
(Substituting Service)**

BLAKE, CASSELS & GRAYDON LLP

Barristers and Solicitors

199 Bay Street

Suite 4000, Commerce Court West

Toronto, Ontario M5L 1A9

Pamela L.J. Huff, LSO #27344V

Email: pamela.huff@blakes.com

Aryo Shalviri, LSO #63867A

Email: aryo.shalviri@blakes.com

Jules Monteyne, LSO #72980C

Email: jules.monteyne@blakes.com

Tel: 416-863-5256

Fax: 416-863-2653

Lawyers for the Applicants

TAB 5

Court File No. CV-21-00665375-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE MR.)	TUESDAY, THE 3 RD DAY
)	
JUSTICE KOEHNEN)	OF AUGUST, 2021

B E T W E E N:

AMERICAN GENERAL LIFE INSURANCE COMPANY and
 NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Applicants

- and -

VICTORIA AVENUE NORTH HOLDINGS INC.
 and THE PARTIES LISTED ON SCHEDULE "A"

Respondents

APPLICATION UNDER section 243 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended, and under section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43

ORDER
(Appointing Receiver)

THIS APPLICATION made by American General Life Insurance Company and National Union Fire Insurance Company of Pittsburgh, PA. (collectively, the "**Applicants**") for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "**CJA**") appointing KPMG Inc. ("**KPMG**") as receiver and manager (in such capacities, the "**Receiver**") without security, of (i) all of the assets, undertakings and properties, including, without limitation, the properties with legal descriptions set out in Schedule "B" (the "**Real Properties**") of Victoria Avenue North Holdings Inc. (the "**Legal Owner**") acquired for, or used in relation to the Legal Owner's business (collectively, the "**Legal Owner's Property**"), and (ii) all right, title and interest of any beneficial owners (the "**Beneficial Owners**" and together with

the Legal Owner, the “**Debtors**”) in and to the Legal Owner’s Property, including the Real Properties and all proceeds thereof, whether held directly or indirectly by the Beneficial Owners for themselves or for others, including the Beneficial Owners who are Respondents in these proceedings and are listed on Schedule “A” (collectively, the “**Beneficial Owners’ Property**” and together with the Legal Owner’s Property, the “**Property**”), proceeded by judicial videoconference due to the COVID-19 pandemic.

ON READING the Affidavit of Jacob Baron, sworn July 9, 2021 (the “**Baron Affidavit**”) and the Exhibits thereto, and on hearing the submissions of counsel for the Applicants and those other counsel and parties listed on the Participant Information Form, no one else appearing although duly served as appears from the affidavit of service of [NAME] sworn [DATE] and on reading the consent of KPMG to act as the Receiver,

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Application and the Application Record is hereby abridged and the method of service validated pursuant to the Order of Justice Gilmore granted on July 12, 2021 (the “**Substituted Service Order**”) so that this application is properly returnable today and hereby dispenses with further service thereof.

APPOINTMENT

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

RECEIVER'S POWERS

3. **THIS COURT ORDERS** that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable (provided that any disbursements made in connection therewith are made in accordance with the Receiver Term Sheet, as defined in the Baron Affidavit, unless otherwise ordered by the Court):

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, protect and maintain control of the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate, and carry on the business of the Legal Owner, including the power to enter into any agreements (including any amendments and modifications thereto), repudiate or disclaim any agreement, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Legal Owner;
- (d) to engage property managers, consultants, contractors, appraisers, agents, brokers, experts, auditors, accountants, managers, assistants, counsel and such other persons from time to time (each, a "**Professional Advisor**") 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, and in this regard the Receiver is specifically authorized to retain counsel for the Applicants to advise and represent it save and except on matters upon which the Receiver in its judgment, determines it requires independent advice, in which case the Receiver shall retain independent counsel;
- (e) to consult with the Applicants and any other creditors of, or parties with an interest in, the Legal Owner and the Beneficial Owners or the Property from time to time and to provide such information to the Applicants and any such other creditors or interested parties of the Legal Owner and the Beneficial Owners or the Property as may be reasonably requested, including pursuant to the Receiver Term Sheet;
- (f) to pay the retainer, fees and disbursements of any Professional Advisor retained by the Receiver in connection with or in relation to this application, whether incurred prior to or after the date of this Order, in each case at their standard rates and charges;

- (g) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Legal Owner or any part or parts thereof;
- (h) to receive and collect all monies and accounts now owed or hereafter owing to (i) the Legal Owner, including, but not limited to, all rents (whether deferred or otherwise) and to exercise all remedies of the Legal Owner in collecting such monies, including, without limitation, to enforce any security held by the Legal Owner, or (ii) the Beneficial Owners on account of the Beneficial Owners' Property and to exercise all remedies of the Beneficial Owners in collecting such monies, including, without limitation, to enforce any security held by the Beneficial Owners;
- (i) to settle, extend or compromise any indebtedness owing to the Legal Owner;
- (j) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtors, for any purpose pursuant to this Order;
- (k) 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 Legal Owner, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (l) to file an assignment in bankruptcy on behalf of the Legal Owner, or to consent to the making of a bankruptcy order against the Legal Owner;
- (m) to market any or all of the Property for sale or lease, including advertising and soliciting offers in respect of the Property and any part or parts thereof, and/or soliciting engagement proposals by brokers, listing agents or leasing agents and negotiating such terms and conditions of such sale, lease or engagement as the Receiver in its discretion may deem appropriate;
- (n) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,

- (i) without the approval of this Court in respect of any transaction not exceeding \$250,000, provided that the aggregate consideration for all such transactions does not exceed \$750,000; and
- (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

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

- (o) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (p) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (q) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (r) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Legal Owner;
- (s) to apply for any relief under the Canadian Emergency Rent Assistance Program or any other governmental aid or relief program in the name of the Legal Owner, if thought desirable by the Receiver;
- (t) to enter into agreements with any trustee in bankruptcy appointed in respect of the Legal Owner, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Legal Owner;

- (u) to exercise any shareholder, partnership, joint venture or other rights which the Legal Owner may have, or which the Beneficial Owners may have in respect of the Property; and
- (v) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations,

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

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. **THIS COURT ORDERS** that (i) the Debtors, (ii) all of their current and former directors, officers, property managers, including, without limitation, Prime Real Estate Group Inc., employees, agents, accountants, legal counsel and shareholders, and all other persons acting on their instructions or behalf, (iii) the trustee in bankruptcy of Gross Capital Inc. (the “**Gross Capital Trustee**”), and (iv) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being “**Persons**” and each being a “**Person**”) shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, including, for greater certainty, all rents or security deposits held by third parties for (i) the Legal Owner, and/or (ii) the Beneficial Owners in respect of the Property (collectively, the “**Deposits**”), and shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

5. **THIS COURT ORDERS** that all Persons shall forthwith advise the Receiver of the existence of any books, documents, lease agreements, rent rolls, rent deferral agreements or documentation, securities, contracts, orders, corporate and accounting records, Deposits, and any other papers, records and information of any kind related to the Property, or to the business or affairs of the Legal Owner, 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. For greater certainty, the Receiver is authorized and empowered to access and make, retain and take away copies of the Records located at the offices of Gross Capital at the expense of the Receiver and the Gross Capital Trustee shall cooperate and provide reasonable assistance to the Receiver with respect to such Records and information contained in such Records.

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

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE LEGAL OWNER OR THE PROPERTY

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

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

NO EXERCISE OF RIGHTS OR REMEDIES

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

NO INTERFERENCE WITH THE RECEIVER

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

CONTINUATION OF SERVICES

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

normal payment practices of the Legal Owner or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

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

EMPLOYEES

13. **THIS COURT ORDERS** that any employees of the Legal Owner shall be deemed to have been terminated by the Legal Owner immediately prior to the issuance of this Order. The Receiver shall not engage any employees of the Legal Owner as its employees and shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

14. **THIS COURT ORDERS** that the Receiver is expressly authorized and empowered to send notices of the terminations (if any) provided for in paragraph 13 of this Order to the applicable employees of the Legal Owner (if any) in the name of and on behalf of the Legal Owner and to do or cause to be done all such further acts and things necessary or desirable in respect of the termination of such employees, including, without limitation, any applicable statutory notices or filings in the name of and on behalf of the Legal Owner.

PIPEDA

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

LIMITATION ON ENVIRONMENTAL LIABILITIES

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

LIMITATION ON THE RECEIVER'S LIABILITY

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

RECEIVER'S ACCOUNTS

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

19. **THIS COURT ORDERS** that the Receiver and its legal counsel (including any independent counsel) shall pass their accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

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

FUNDING OF THE RECEIVERSHIP

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

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

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

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

SERVICE AND NOTICE

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

an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL: [•]

26. **THIS COURT ORDERS** that this Order and any other materials, notices or other correspondence in these proceedings can continue to be served upon the Original Beneficial Owners and Other Potential Parties of Interest (as defined in the Baron Affidavit) in the same manner provided for service of this Application pursuant to the Substituted Service Order.

27. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or 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, facsimile or electronic transmission to the Legal Owner's creditors, the Beneficial Owners or other interested parties at their respective addresses as last shown on the records of the Legal Owner and that any such service or distribution by courier, personal delivery, facsimile or electronic transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

28. **THIS COURT ORDERS** that the Receiver and counsel to the Receiver are at liberty to serve or distribute this Order and any other materials and Orders as may be reasonably required in these proceedings, including any notices, court materials, or other correspondence, by forwarding true copies thereof by electronic message to the Legal Owner's creditors, the Beneficial Owners or other interested parties and their advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or juridical obligation, and notice requirements within the meaning of clause 3(c) of the Electronic Commerce Protection Regulations, Reg. 81000-2-175 (SOR/DORS).

GENERAL

29. **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.

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

31. **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.

32. **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.

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

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

SCHEDULE "A"

Individuals
Allan Gross
Errol Yim and Andrea Yim, jointly
Ava Gross
Karen Nakagawa and Calvin Nakagawa, jointly
Carol Jaxon
Carole Kai Onouye
Diane Curtis
Dwight Otani and Theresa Otani, jointly
Edward Bugarin
Ellen Fleishman
Gemie Arakawa
George Tamashiro
Guy Pace and Caroline Berdusco, jointly
Heidi Berger
Henry Ko
Hongwei Su
James Brand
Janis L. Lai Trustee
Jean Morel
Jian Zhang
Johann Strasser
John Dattomo and Daniela Dattomo
Kelly Ann Hiraki and Jonathan Wah Hee Hee, jointly
Randall Y.C. Ho
Robert Atkinson
Roberta Sunahara and Paul Sunahara, jointly
Seymour Kazimirski
Stanley Salcedo

Trusts
Charlyn Shizue Honda Masini Trust, by and through its trustee(s)
Fleishman Family Trust, by and through its trustee(s)
J. Zachery Jones Trust, by and through its trustee(s)
Jane Shigeta Revocable Living Trust, by and through its trustee(s)
Jasen Takei Revocable Living Trust, by and through its trustee(s)
Melvin Shigeta Revocable Living Trust, by and through its trustee(s)
Ruth Hisaye Honda Trust, by and through its trustee(s)
S. Bucky Revocable Living Trust & Bruce E. Bucky Revocable Living Trust, by and through its trustee(s)
Wallace K. Tsuha Trust, by and through its trustee(s)
Corporations / Partnerships
1236068 Ontario Limited
1649750 Ontario Inc.
1818019 Ontario Limited
Citydrill Inc.
Gross Capital Inc.
Dirk and Dale IRA LLC
Gross Medical Opportunities Fund LP
Hybrid Activities Inc.
Mark Craig Gross Holdings Inc.
Randy 88, LLC
Rastogi Medicine Professional Corporation
RMK IRA LLC

SCHEDULE "B"
"Real Properties"

Municipal Address: 304 Victoria Avenue North, Hamilton

Legal Descriptions: PIN 17187-0013 (LT): LT 7, PL 33; LTS 1, 2, 3, 4, 5, 6, 7 & 8, PL 137;
HAMILTON

Municipal Address: 414 Victoria Avenue North, Hamilton

Legal Description: PIN 17188-0018(LT): LT 38, PL 254 ; PT LT 37, PL 254 ; PT LTS 8, 9, 10,
11 & 12, PL 288 ; PT ALLEYWAY, PL 288, PART 1, 62R8027; HAMILTON

SCHEDULE "C"

RECEIVER'S CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. **THIS IS TO CERTIFY** that KPMG Inc., the receiver (the "**Receiver**") of (i) all of the assets, undertakings and properties, including, without limitation, the properties with legal descriptions set out on Schedule "B" of the Order (as defined below) (the "**Real Properties**") of Victoria Avenue North Holdings Inc. (the "**Legal Owner**") acquired for, or used in relation to the Legal Owner's business (collectively, the "**Legal Owner's Property**"), and (ii) all right, title and interest of any beneficial owners (the "**Beneficial Owners**") in and to the Legal Owner's Property, including the Real Properties and all proceeds thereof, whether held directly or indirectly by the Beneficial Owners for themselves or for others, including the Beneficial Owners who are Respondents in these proceedings and are listed on Schedule "A" of the Order (as defined below) (collectively, the "**Beneficial Owners' Property**" and together with the Legal Owner's Property, the "**Property**"), appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated the 3rd day of August, 2021 (the "**Order**") made in an action having Court file number __-CL-_____, has received as such Receiver from the holders of this certificate, being American General Life Insurance Company and National Union Fire Insurance Company of Pittsburgh, PA. (collectively, the "**Lenders**"), the principal sum of \$_____, being part of the total principal sum of \$_____ which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lenders with interest thereon calculated in accordance with the Receiver Term Sheet (as defined in the Affidavit of Jacob Baron sworn July 9, 2021).

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the

Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable in accordance with the Receiver Term Sheet.

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 holders of this certificate without the prior written consent of the holders 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 or corporate liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the ____ day of _____, 2021.

KPMG INC., solely in its capacity as Receiver of the Property, and not in its personal or corporate capacity

Per: _____

Name:

Title:

Court File No.: CV-21-00665375-00CL

AMERICAN GENERAL LIFE INSURANCE COMPANY *et al.* - and -
Applicants

VICTORIA AVENUE NORTH HOLDINGS INC. *et al.*
Respondents

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

Proceeding Commenced at Toronto

**ORDER
(Appointing Receiver)**

BLAKE, CASSELS & GRAYDON LLP

Barristers and Solicitors

199 Bay Street

Suite 4000, Commerce Court West

Toronto, Ontario M5L 1A9

Pamela L.J. Huff, LSO #27344V

Email: pamela.huff@blakes.com

Aryo Shalviri, LSO #63867A

Email: aryo.shalviri@blakes.com

Jules Monteyne, LSO #72980C

Email: jules.monteyne@blakes.com

Tel: 416-863-5256

Fax: 416-863-2653

Lawyers for the Applicants

TAB 6

Revised: January 21, 2014

s.243(1) BIA (National Receiver) and s.101 CJA (Ontario) Receiver

Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE ~~MR.~~ MR.) ~~WEEKDAY~~ TUESDAY, THE #3RD
)
 JUSTICE ~~MR.~~ KOEHNEN) DAY
)
 OF ~~MONTH, 20YR~~ AUGUST, 2021

PLAINTIFF¹

Plaintiff

B E T W E E N:

AMERICAN GENERAL LIFE INSURANCE COMPANY and
NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Applicants

- and -

DEFENDANT

Defendant

VICTORIA AVENUE NORTH HOLDINGS INC.
and THE PARTIES LISTED ON SCHEDULE "A"

Respondents

APPLICATION UNDER section 243 of the *Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3*, as amended, and under section 101 of the *Courts of Justice Act, R.S.O. 1990, c. C.43*

ORDER
(~~appointing~~ Appointing Receiver)

¹The Model Order Subcommittee notes that a receivership proceeding may be commenced by action or by application. This model order is drafted on the basis that the receivership proceeding is commenced by way of an action.

THIS MOTION APPLICATION made by ~~the Plaintiff~~² American General Life Insurance Company and National Union Fire Insurance Company of Pittsburgh, PA. (collectively, the "Applicants") for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "BIA") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "CJA") appointing ~~[RECEIVER'S NAME]~~ KPMG Inc. ("KPMG") as receiver ~~and manager~~ (in such capacities, the "Receiver") without security, of (i) all of the assets, undertakings and properties of [DEBTOR'S NAME], including, without limitation, the properties with legal descriptions set out in Schedule "B" (the "Real Properties") of Victoria Avenue North Holdings Inc. (the "Debtor" "Legal Owner") acquired for, or used in relation to at the Legal Owner's business ~~carried on by the Debtor, was heard this day at 330 University Avenue, Toronto, Ontario~~ (collectively, the "Legal Owner's Property"), and (ii) all right, title and interest of any beneficial owners (the "Beneficial Owners" and together with the Legal Owner, the "Debtors") in and to the Legal Owner's Property, including the Real Properties and all proceeds thereof, whether held directly or indirectly by the Beneficial Owners for themselves or for others, including the Beneficial Owners who are Respondents in these proceedings and are listed on Schedule "A" (collectively, the "Beneficial Owners' Property" and together with the Legal Owner's Property, the "Property"), proceeded by judicial videoconference due to the COVID-19 pandemic.

ON READING the ~~affidavit~~ Affidavit of ~~[NAME]~~ Jacob Baron, sworn ~~[DATE]~~ July 9, 2021 (the "Baron Affidavit") and the Exhibits thereto, and on hearing the submissions of counsel for ~~[NAMES]~~ the Applicants and those other counsel and parties listed on the Participant Information Form, no one else appearing ~~for [NAME]~~ although duly served as appears from the affidavit of service of [NAME] sworn [DATE] and on reading the consent of ~~[RECEIVER'S NAME]~~ KPMG to act as the Receiver,

SERVICE

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

1. **THIS COURT ORDERS** that the time for service of the Notice of ~~Motion~~Application and the ~~Motion~~Application Record is hereby abridged and the method of service validated³ pursuant to the Order of Justice Gilmore granted on July 12, 2021 (the "Substituted Service Order") so that this ~~motion~~application is properly returnable today and hereby dispenses with further service thereof.

APPOINTMENT

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

RECEIVER'S POWERS

3. **THIS COURT ORDERS** that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable (provided that any disbursements made in connection therewith are made in accordance with the Receiver Term Sheet, as defined in the Baron Affidavit, unless otherwise ordered by the Court):

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

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

- 4 -

- (c) to manage, operate, and carry on the business of the ~~Debtor~~Legal Owner, including the ~~powers~~power to enter into any agreements (including any amendments and modifications thereto), repudiate or disclaim any agreement, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the ~~Debtor~~Legal Owner;
- (d) to engage property managers, consultants, contractors, appraisers, agents, brokers, experts, auditors, accountants, managers, assistants, counsel and such other persons from time to time (each, a "Professional Advisor") 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, and in this regard the Receiver is specifically authorized to retain counsel for the Applicants to advise and represent it save and except on matters upon which the Receiver in its judgment, determines it requires independent advice, in which case the Receiver shall retain independent counsel;
- (e) to consult with the Applicants and any other creditors of, or parties with an interest in, the Legal Owner and the Beneficial Owners or the Property from time to time and to provide such information to the Applicants and any such other creditors or interested parties of the Legal Owner and the Beneficial Owners or the Property as may be reasonably requested, including pursuant to the Receiver Term Sheet;
- (f) to pay the retainer, fees and disbursements of any Professional Advisor retained by the Receiver in connection with or in relation to this application, whether incurred prior to or after the date of this Order, in each case at their standard rates and charges;
- (g) ~~(e)~~ to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the ~~Debtor~~Legal Owner or any part or parts thereof;
- (h) ~~(f)~~ to receive and collect all monies and accounts now owed or hereafter owing to (i) the ~~Debtor~~Legal Owner, including, but not limited to, all rents (whether deferred or otherwise) and to exercise all remedies of the ~~Debtor~~Legal Owner in collecting such

monies, including, without limitation, to enforce any security held by the ~~Debtor~~Legal Owner, or (ii) the Beneficial Owners on account of the Beneficial Owners' Property and to exercise all remedies of the Beneficial Owners in collecting such monies, including, without limitation, to enforce any security held by the Beneficial Owners;

- (i) ~~(g)~~ to settle, extend or compromise any indebtedness owing to the ~~Debtor~~Legal Owner;
- (j) ~~(h)~~ to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the ~~Debtor~~Debtors, for any purpose pursuant to this Order;
- (k) ~~(i)~~ to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the ~~Debtor~~Legal Owner, the Property or the Receiver, and to settle or compromise any such proceedings.⁴ 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;
- (l) to file an assignment in bankruptcy on behalf of the Legal Owner, or to consent to the making of a bankruptcy order against the Legal Owner;
- (m) ~~(j)~~ to market any or all of the Property for sale or lease, including advertising and soliciting offers in respect of the Property ~~or~~and any part or parts thereof, and/or soliciting engagement proposals by brokers, listing agents or leasing agents and negotiating such terms and conditions of such sale, lease or engagement as the Receiver in its discretion may deem appropriate;
- (n) ~~(k)~~ to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,

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

- (i) without the approval of this Court in respect of any transaction not exceeding \$~~_____~~250,000, provided that the aggregate consideration for all such transactions does not exceed \$~~_____~~750,000; and
- (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

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

- (o) ~~(h)~~ to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (p) ~~(m)~~ to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (q) ~~(n)~~ to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (r) ~~(o)~~ to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the ~~Debtor~~Legal Owner;
- (s) to apply for any relief under the Canadian Emergency Rent Assistance Program or any other governmental aid or relief program in the name of the Legal Owner, if thought desirable by the Receiver;

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

- (t) ~~(p)~~ to enter into agreements with any trustee in bankruptcy appointed in respect of the ~~Debtor~~Legal Owner, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the ~~Debtor~~Legal Owner;
- (u) ~~(q)~~ to exercise any shareholder, partnership, joint venture or other rights which the ~~Debtor~~Legal Owner may have, or which the Beneficial Owners may have in respect of the Property; and
- (v) ~~(r)~~ to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

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

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. **THIS COURT ORDERS** that (i) the ~~Debtor~~Debtors, (ii) all of ~~its~~their current and former directors, officers, property managers, including, without limitation, Prime Real Estate Group Inc., employees, agents, accountants, legal counsel and shareholders, and all other persons acting on ~~its~~their instructions or behalf, ~~and~~-(iii) the trustee in bankruptcy of Gross Capital Inc. (the "Gross Capital Trustee"), and (iv) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "**Persons**" and each being a "**Person**") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, including, for greater certainty, all rents or security deposits held by third parties for (i) the Legal Owner, and/or (ii) the Beneficial Owners in respect of the Property (collectively, the "Deposits"), and shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

5. **THIS COURT ORDERS** that all Persons shall forthwith advise the Receiver of the existence of any books, documents, lease agreements, rent rolls, rent deferral agreements or

documentation, securities, contracts, orders, corporate and accounting records, Deposits, and any other papers, records and information of any kind related to the Property, or to the business or affairs of the ~~Debtor~~ Legal Owner, 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. For greater certainty, the Receiver is authorized and empowered to access and make, retain and take away copies of the Records located at the offices of Gross Capital at the expense of the Receiver and the Gross Capital Trustee shall cooperate and provide reasonable assistance to the Receiver with respect to such Records and information contained in such Records.

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

~~7. THIS COURT ORDERS that the Receiver shall provide each of the relevant landlords with notice of the Receiver's intention to remove any fixtures from any leased premises at least~~

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

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE ~~DEBTOR~~LEGAL OWNER OR THE PROPERTY

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

NO EXERCISE OF RIGHTS OR REMEDIES

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

NO INTERFERENCE WITH THE RECEIVER

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

CONTINUATION OF SERVICES

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

RECEIVER TO HOLD FUNDS

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

EMPLOYEES

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

14. **THIS COURT ORDERS** that the Receiver is expressly authorized and empowered to send notices of the terminations (if any) provided for in paragraph 13 of this Order to the applicable employees of the Legal Owner (if any) in the name of and on behalf of the Legal Owner and to do or cause to be done all such further acts and things necessary or desirable in respect of the termination of such employees, including, without limitation, any applicable statutory notices or filings in the name of and on behalf of the Legal Owner.

PIPEDA

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

LIMITATION ON ENVIRONMENTAL LIABILITIES

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

LIMITATION ON THE RECEIVER'S LIABILITY

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

RECEIVER'S ACCOUNTS

18. **THIS COURT ORDERS** that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver (including any independent counsel) shall be entitled to and are hereby granted a charge (the "**Receiver's Charge**") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.⁶

19. **THIS COURT ORDERS** that the Receiver and its legal counsel (including any independent counsel) shall pass ~~its~~their accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

20. **THIS COURT ORDERS** that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel (including any independent counsel), and such

~~⁶Note that subsection 243(6) of the BIA provides that the Court may not make such an order "unless it is satisfied that the secured creditors who would be materially affected by the order were given reasonable notice and an opportunity to make representations".~~

amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

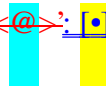

21. **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow ~~by way of a revolving credit or otherwise~~ from the Applicants pursuant to the Receiver Term Sheet, such monies from time to time as it may consider necessary or desirable, provided that the outstanding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

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

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

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

SERVICE AND NOTICE

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

26. THIS COURT ORDERS that this Order and any other materials, notices or other correspondence in these proceedings can continue to be served upon the Original Beneficial Owners and Other Potential Parties of Interest (as defined in the Baron Affidavit) in the same manner provided for service of this Application pursuant to the Substituted Service Order.

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

28. THIS COURT ORDERS that the Receiver and counsel to the Receiver are at liberty to serve or distribute this Order and any other materials and Orders as may be reasonably required in these proceedings, including any notices, court materials, or other correspondence, by

forwarding true copies thereof by electronic message to the Legal Owner's creditors, the Beneficial Owners or other interested parties and their advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or juridical obligation, and notice requirements within the meaning of clause 3(c) of the Electronic Commerce Protection Regulations, Reg. 81000-2-175 (SOR/DORS).

GENERAL

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

30. ~~28.~~ **THIS COURT ORDERS** that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of any of the DebtorDebtors.

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

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

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

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

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SCHEDULE "A"

Individuals	Trusts
Allan Gross	Charlyn Shizue Honda Masini Trust, by and through its trustee(s)
Errol Yim and Andrea Yim, jointly	Fleishman Family Trust, by and through its trustee(s)
Ava Gross	J. Zachery Jones Trust, by and through its trustee(s)
Karen Nakagawa and Calvin Nakagawa, jointly	Jane Shigeta Revocable Living Trust, by and through its trustee(s)
Carol Jaxon	Jasen Takei Revocable Living Trust, by and through its trustee(s)
Carole Kai Onouye	Melvin Shigeta Revocable Living Trust, by and through its trustee(s)
Diane Curtis	Ruth Hisaye Honda Trust, by and through its trustee(s)
Dwight Otani and Theresa Otani, jointly	S. Bucky Revocable Living Trust & Bruce E. Bucky Revocable Living Trust, by and through its trustee(s)
Edward Bugarin	Wallace K. Tsuha Trust, by and through its trustee(s)
Ellen Fleishman	
Gemie Arakawa	<u>Corporations / Partnerships</u>
George Tamashiro	1236068 Ontario Limited
Guy Pace and Caroline Berdusco, jointly	1649750 Ontario Inc.
Heidi Berger	1818019 Ontario Limited
Henry Ko	Citydrill Inc.
Hongwei Su	Gross Capital Inc.
James Brand	Dirk and Dale IRA LLC
Janis L. Lai Trustee	Gross Medical Opportunities Fund LP
Jean Morel	Hybrid Activities Inc.
Jian Zhang	Mark Craig Gross Holdings Inc.
Johann Strasser	Randy 88, LLC
John Dattomo and Daniela Dattomo	Rastogi Medicine Professional Corporation
Kelly Ann Hiraki and Jonathan Wah Hee Hee, jointly	RMK IRA LLC
Randall Y.C. Ho	
Robert Atkinson	
Roberta Sunahara and Paul Sunahara, jointly	
Seymour Kazimirski	
Stanley Salcedo	

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SCHEDULE "B"
"Real Properties"

Municipal Address: 304 Victoria Avenue North, Hamilton

Legal Descriptions: PIN 17187-0013 (LT): LT 7, PL 33; LTS 1, 2, 3, 4, 5, 6, 7 & 8, PL 137;
HAMILTON

Municipal Address: 414 Victoria Avenue North, Hamilton

Legal Description: PIN 17188-0018(LT): LT 38, PL 254 ; PT LT 37, PL 254 ; PT LTS 8, 9, 10,
11 & 12, PL 288 ; PT ALLEYWAY, PL 288, PART 1, 62R8027; HAMILTON

SCHEDULE "C"**RECEIVER'S CERTIFICATE**

CERTIFICATE NO. _____

AMOUNT \$ _____

1. **THIS IS TO CERTIFY** that ~~[RECEIVER'S NAME]~~ KPMG Inc., the receiver (the "Receiver") of (i) all of the assets, undertakings and properties [DEBTOR'S NAME], including, without limitation, the properties with legal descriptions set out on Schedule "B" of the Order (as defined below) (the "Real Properties") of Victoria Avenue North Holdings Inc. (the "Legal Owner") acquired for, or used in relation to ~~at the Legal Owner's~~ business carried on by the Debtor (collectively, the "Legal Owner's Property"), and (ii) all right, title and interest of any beneficial owners (the "Beneficial Owners") in and to the Legal Owner's Property, including the Real Properties and all proceeds thereof, whether held directly or indirectly by the Beneficial Owners for themselves or for others, including the Beneficial Owners who are Respondents in these proceedings and are listed on Schedule "A" of the Order (as defined below) (collectively, the "Beneficial Owners' Property" and together with the Legal Owner's Property, the "Property"), appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated the ___3rd day of _____August, 20__2021 (the "Order") made in an action having Court file number __-CL-_____, has received as such Receiver from the ~~holder~~ holders of this certificate ~~(, being American General Life Insurance Company and National Union Fire Insurance Company of Pittsburgh, PA. (collectively, the "Lender~~ Lenders"), the principal sum of \$ _____, being part of the total principal sum of \$ _____ which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender Lenders 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 in accordance with the Receiver Term Sheet (as defined in the Affidavit of Jacob Baron sworn July 9, 2021).

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

4. All sums payable in respect of principal and interest under this certificate are payable ~~at~~in accordance with the ~~main office of the Lender at Toronto, Ontario~~Receiver Term Sheet.

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~~holders of this certificate without the prior written consent of the ~~holder~~holders 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 or corporate liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the ____ day of _____, ~~20~~2021.

~~{RECEIVER'S NAME}~~KPMG INC., solely in its capacity as Receiver of the Property, and not in its personal or corporate capacity

Per: _____

Name:

Title:

Court File No.:

AMERICAN GENERAL LIFE INSURANCE COMPANY *et al.* - and - VICTORIA AVENUE NORTH HOLDINGS INC. *et al.*
Applicants Respondents

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding Commenced at Toronto

ORDER
(Appointing Receiver)

BLAKE, CASSELS & GRAYDON LLP
Barristers and Solicitors
199 Bay Street
Suite 4000, Commerce Court West
Toronto, Ontario M5L 1A9

Pamela L.J. Huff, LSO #27344V
Email: pamela.huff@blakes.com

Aryo Shalviri, LSO #63867A
Email: aryo.shalviri@blakes.com

Jules Monteyne, LSO #72980C
Email: jules.monteyne@blakes.com
Tel: 416-863-5256
Fax: 416-863-2653

Lawyers for the Applicants

Document comparison by Workshare 10.0 on Friday, July 9, 2021 2:35:16 PM

Input:	
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Document 2 ID	PowerDocs://TOR_2528/24144039/5
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Rendering set	Standard

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Moved cell	
Split/Merged cell	
Padding cell	

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Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	487

AMERICAN GENERAL LIFE INSURANCE COMPANY, *et al.* - and -
Applicants

VICTORIA AVENUE NORTH HOLDINGS INC., *et al.*
Respondents

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

Proceeding Commenced at Toronto

**APPLICATION RECORD
(Appointing Receiver)
Returnable August 3, 2021**

BLAKE, CASSELS & GRAYDON LLP

Barristers and Solicitors

199 Bay Street

Suite 4000, Commerce Court West

Toronto, Ontario M5L 1A9

Pamela L.J. Huff, LSO #27344V

Tel: 416-863-2958

Email: pamela.huff@blakes.com

Aryo Shalviri, LSO #63867A

Tel: 416-863-2962

Email: aryo.shalviri@blakes.com

Jules Monteyne, LSO #72980C

Tel: 416-863-5256

Fax: 416-863-2653

Email: jules.monteyne@blakes.com

Lawyers for the Applicants