

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

EQUITABLE BANK

Applicant

- and -

ASHCROFT HOMES – CAPITAL HALL INC.

Respondent

**MOTION RECORD
(Returnable September 29, 2025 at 3:00 p.m.)**

September 26, 2025

BLANEY McMURTRY LLP
Barristers & Solicitors
2 Queen Street East, Suite 1500
Toronto, ON M5C 3G5

Eric Golden (LSO #38239M)
(416) 593-3927 (Tel)
egolden@blaney.com

Chad Kopach (LSO #48084G)
(416) 593-2985 (Tel)
ckopach@blaney.com

Lawyers for KSV Restructuring Inc.,
in its capacity as Court-appointed
Receiver

TO: SERVICE LIST

**ONTARIO
SUPERIOR COURT OF JUSTICE**

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INDEX

TAB		PAGE NO.
1	Notice of Motion returnable September 29, 2025.....	001 – 011
2	First Report of KSV Restructuring Inc. dated September 26, 2025.....	012 – 020
	Appendix A: Reasons for Decision of Justice Mew dated December 20, 2024.....	021 – 044
	Appendix B: Order of Justice Mew appointing Receiver dated February 24, 2025.....	045 – 091
	Appendix C: Parcel Identification Numbers for Envie I visitor parking units.....	092 – 094
3	Draft Order.....	095 – 109

TAB 1

Court File No. CV-25-00098805-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

EQUITABLE BANK

Applicant

-and-

ASHCROFT HOMES – CAPITAL HALL INC.

Respondent

**APPLICATION UNDER SUBSECTION 243(1) OF THE *BANKRUPTCY AND
INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED AND SECTION 101 OF THE
COURTS OF JUSTICE ACT, R.S.O. 1990, c. C.43, AS AMENDED**

**NOTICE OF MOTION
(Envie II Parking Unit Approval and Vesting Order,
Returnable September 29, 2025)**

KSV RESTRUCTURING INC. (“KSV”), in its capacity as receiver and manager of the undertakings, assets and properties of the Respondent, Ashcroft Homes - Capital Hall Inc. (“**AHCH**”), acquired for, or used in relation to the business carried on by AHCH (in such capacity, the “**Envie II Receiver**”), will make a motion to a Judge on Monday, September 29, 2025, at 3:00 p.m., or as soon after that time as the motion can be heard, at 161 Elgin Street, Ottawa, Ontario.

PROPOSED METHOD OF HEARING: The Motion is to be heard by judicial video conference via Zoom co-ordinates to be established by the Court prior to the motion date.

THE MOTION IS FOR an Order substantially in the form included in the Receiver's motion record:

1. if necessary, abridging the time for service of the Envie II Receiver's Motion Record and related Notice of Motion, validating service of the Motion Record and related Notice of Motion, and dispensing with further service thereof;
2. approving a conveyance (the "**Envie II Parking Unit Transaction**") of 15 underground parking spaces as more particularly described in Schedule "A" hereto (the "**15 Envie II Parking Units**") at the building municipally known as 105 Champagne Avenue South, Ottawa (the "**Envie II Building**"), but subject to and conditional on the closing of a transaction (the "**Envie I Transaction**") contemplated by an agreement of purchase and sale dated February 21, 2025, as amended (the "**Envie I APS**"), between KSV in its capacity as receiver and manager of all of the assets, undertakings and properties of, among others, 2195186 Ontario Inc. (the "**219 Ontario**"), acquired for, or used in relation to the business carried on by it (in such capacity, the "**219 Receiver**"), as vendor, and HS Canada 101 Champagne, L.P., by its general partner, HS Canada 101 Champagne GP Inc., as purchaser (collectively, including HS Canada 101 Champagne Property Inc., the "**Purchaser**"), in respect of a 29-storey student housing apartment building at 101 Champagne Avenue South, Ottawa (the "**Envie I Building**"), and approved by the Approval and Vesting Order of Justice Mew dated August 7, 2025 (the "**Envie I AVO**");
3. upon closing of the Envie I Transaction, vesting in the Purchaser, or its permitted assignee as it may direct, all right, title and interest of AHCH in the 15 Envie II Parking Units, free and clear of all liens, charges, security interests and encumbrances, other than permitted

encumbrances; and,

4. such further and other relief as counsel may advise and this Honourable Court may permit.

THE GROUNDS FOR THE MOTION ARE:

Procedural History

1. on or about December 5, 2024, the Court issued an Initial Order in Court File No. CV-24-00098058-0000 granting protection under the *Companies' Creditors Arrangement Act* (the "**CCAA Proceedings**") to AHCH, 219 Ontario, and other related companies (the "**Ashcroft Group**");
2. the continuation of the CCAA Proceedings was opposed at the comeback motion heard on December 12, 2024;
3. pursuant to Reasons for Decision of the Honourable Justice Mew dated December 20, 2024, the Court dismissed the motion to extend the CCAA Proceedings, and appointed KSV as interim receiver over the assets, undertakings, and properties of AHCH, 219 Ontario, and other Ashcroft Group companies (the "**Mew Reasons for Decision**");
4. the Mew Reasons for Decision were formalized by way of an Order of Justice Mew issued January 3, 2025 (the "**Interim Receivership Order**");
5. pursuant to an Order of the Court dated February 24, 2025, made in Court File No. CV-24-00098058-0000, (the "**Ashcroft Group Receivership Order**"), KSV was appointed as the 219 Receiver of all the property, assets and undertaking of 219 Ontario (among others);
6. pursuant to an Order of the Court made in Court File No. CV-25-00098805-0000 and dated

February 24, 2025 (the “**ACHC Receivership Order**”), KSV was appointed as the Envie II Receiver of all the property, assets and undertaking of AHCH;

Background

7. ACHC and 219 Ontario are incorporated pursuant to the laws of Ontario, and carry on business as part of the Ashcroft Homes Group, a collection of residential and commercial real estate development companies;
8. 219 Ontario is the registered owner of the Envie I Building. ACHC is the registered owner of 110 of 353 residential condominium units in the Envie II Building;
9. The Envie I Building and the Envie II Building are next door to each other, separated by a shared courtyard;
10. there is a shared facilities agreement between 219 Ontario and AHCH dated September 1, 2021 (the “**SFA**”), which deals with certain facilities that are shared between the Envie I Building and the Envie II Building, including a parkade (the “**Parkade**”);
11. ACHC assigned its interest in the SFA to Ottawa Carleton Standard Condominium Corporation No. 1081 (“**OCSCC 1081**”), the condominium corporation for the Envie II Building, after OCSCC 1081 was formed on October 5, 2021;
12. ACHC is also the registered owner of all 117 underground parking units in the Parkade and the 3 above-ground parking units in the Parkade (the “**120 Envie II Parking Units**”);
13. the 15 Envie II Parking Units that are the subject of this motion are all located in the Parkade, and form part of the 120 Envie II Parking Units;

Registered Security – Envie II Building

14. EQB is the principal and first secured creditor of AHCH pursuant to a loan agreement dated September 1, 2022 (the “**EQB Loan**”). The EQB Loan is secured by a first-ranking mortgage over the Envie II Building, including the 120 Envie II Parking Units (the “**EQB Mortgage**”);
15. as of the date of the Interim Receivership Order (January 3, 2025), EQB was owed approximately \$24.3 million under the EQB Loan;
16. the Envie II Building (including the 120 Envie II Parking Units) is also subject to a mortgage registered in favour of Aviva dated June 22, 2016, in the amount of \$16,000,000 (the “**Aviva Mortgage**”), as security for various bonds posted by Aviva to Tarion in respect of the construction of the Envie II Building. The Envie II Receiver expects the Aviva Mortgage to be discharged from title to the 15 Envie II Parking Units prior to the return of this motion;

The Envie I Transaction and the SFA

17. pursuant to the Envie I AVO, the Envie I Transaction was approved on August 7, 2025, and is scheduled to close on October 1, 2025;
18. as part of its due diligence associated with the Envie I Transaction, the Purchaser has reviewed and considered matters pertaining to the SFA, including parking. It is a condition to closing the Envie I Transaction that the Purchaser be satisfied with the SFA;
19. among other things, the SFA references the allocation of 15 parking units in the Parkade

intended to be used by 219 Ontario as visitor parking consistent with zoning requirements for the Envie I Building. However, all 120 Envie II Parking Units are currently owned by AHCH;

20. the Purchaser requested that the 15 Envie II Parking Units be conveyed to it from AHCH as part of the Envie I Transaction to avoid any issues regarding the use of those parking units;
21. the Envie II Receiver and its independent counsel Blaney McMurtry LLP reviewed the SFA, and consulted with the Ashcroft Homes Group regarding the historical treatment of the Parkade, including the visitor parking for the Envie I Building;
22. based on that review and those discussions, the Envie II Receiver agreed, following discussions with EQB, that it would have been reasonable for title to 15 parking units in the Parkade to have been transferred to 219 Ontario when the Parkade was completed;
23. accordingly, the Envie II Receiver agreed to seek an Order to vest the 15 Envie II Parking Units in the Purchaser, effective upon closing of the Envie I Transaction;
24. the Purchaser is not acquiring any asset of AHCH other than the 15 Envie II Parking Units;
25. since the 15 Envie II Parking Units are required by the SFA to be available to satisfy the Envie I Building visitor parking requirements, they have no or little marketable value on their own;
26. EQB has advised the Receiver that it consents to the Envie II Parking Unit Transaction;
27. absent approval of the Envie II Parking Unit Transaction in respect of the 15 Envie II

Parking Units, the Envie I Transaction may not close;

28. sections 183, 243 and 249 of the BIA;
29. sections 100 and 101 of the Courts of Justice Act, RSO 1990, c. C.43;
30. Rules 2.03, 3.02, 37 and 41.05 of the Rules of Civil Procedure; and
31. such further and other grounds as counsel may advise and this Honourable Court may permit.

**THE FOLLOWING DOCUMENTARY EVIDENCE WILL BE USED ON THE HEARING
OF THE MOTION:**

1. the First Report of the Envie II Receiver dated September 26, 2025;
2. such further and other evidence as counsel may advise and this Honourable Court may permit.

September 26, 2025

BLANEY McMURTRY LLP
Barristers & Solicitors
2 Queen Street East, Suite 1500
Toronto ON M5C 3G5

Eric Golden (LSO #38239M)
Tel: (416) 593-3927
egolden@blaney.com

Chad Kopach (LSO #48084G)
Tel: (416) 593-2985
ckopach@blaney.com

Lawyers for KSV Restructuring Inc.,
in its capacity as Court-appointed Receiver

SCHEDULE "A"**PARKING UNITS**

1. UNIT 1, LEVEL A, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being all of PIN 16081-0359(LT).
2. UNIT 2, LEVEL A, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being all of PIN 16081-0360(LT).
3. UNIT 3, LEVEL A, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being all of PIN 16081-0361(LT).
4. UNIT 4, LEVEL A, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being all of PIN 16081-0362(LT).
5. UNIT 5, LEVEL A, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being all of PIN 16081-0363(LT).
6. UNIT 6, LEVEL A, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being all of PIN 16081-0364(LT).
7. UNIT 7, LEVEL A, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being all of PIN 16081-0365(LT).
8. UNIT 8, LEVEL A, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being all of PIN 16081-0366(LT).
9. UNIT 9, LEVEL A, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being all of PIN 16081-0367(LT).

10. UNIT 10, LEVEL A, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being all of PIN 16081-0368(LT).
11. UNIT 11, LEVEL A, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being all of PIN 16081-0369(LT).
12. UNIT 16, LEVEL A, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being all of PIN 16081-0374(LT).
13. UNIT 17, LEVEL A, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being all of PIN 16081-0375(LT).
14. UNIT 18, LEVEL A, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being all of PIN 16081-0376(LT).
15. UNIT 19, LEVEL A, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being all of PIN 16081-0377(LT).

CMLS FINANCIAL LTD.
Applicant

and

ASHCROFT URBAN DEVELOPMENTS INC.
Respondent

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at Ottawa

**NOTICE OF MOTION
(Parking Unit Approval and Vesting Order,
Returnable September 29, 2025)**

BLANEY McMURTRY LLP
Barristers & Solicitors
2 Queen Street East, Suite 1500
Toronto, ON M5C 3G5

Eric Golden (LSO #38239M)
(416) 593-3927 (Tel)
egolden@blaney.com

Chad Kopach (LSO #48084G)
(416) 593-2985 (Tel)
ckopach@blaney.com

Lawyers for KSV Restructuring Inc.,
in its capacity as Court-appointed Receiver

TAB 2



**First Report to Court of
KSV Restructuring Inc.
as Receiver of Ashcroft Homes - Capital
Hall Inc.**

September 26, 2025

Contents		Page
1.0	Introduction	1
1.1	Purposes of this First Report.....	2
1.2	Restrictions	3
1.3	Court Materials	3
1.4	Defined Terms	3
1.5	Currency	3
2.0	Background	4
2.1	Overview of the Companies	4
2.2	Capital Hall	4
2.3	Litigation with Insurer	5
2.4	SFA.....	5
3.0	Activities of the Receiver	6
4.0	Conclusion and Recommendation	6

Appendices

Appendix	Tab
Reasons for Decision of the Honourable Justice Mew dated December 20, 2024	A
Receivership Order dated February 24, 2025	B
Envie I Visitor Parking	C

COURT FILE NO.: CV-25-00098805-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

EQUITABLE BANK

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- and -

ASHCROFT HOMES – CAPITAL HALL INC.

Respondent

APPLICATION UNDER SUBSECTION 243(1) OF THE BANKRUPTCY AND
INSOLVENCY ACT, R.S.C. 1985, c. B-3, AS AMENDED AND SECTION 101
OF THE COURTS OF JUSTICE ACT, R.S.O. 1990, c. C.43, AS AMENDEDFIRST REPORT OF KSV RESTRUCTURING INC.
AS RECEIVER

SEPTEMBER 26, 2025

1.0 Introduction

1. On December 5, 2024, the Ontario Superior Court of Justice (the “**Court**”) issued an Order granting protection under the *Companies’ Creditors Arrangement Act* (the “**CCAA Proceedings**”) to Ashcroft Urban Developments Inc. (“**AUDI**”), 2067166 Ontario Inc. (“**Park Place Senior**”), 2265132 Ontario Inc. (“**Ravines Senior**”), Ashcroft Homes – La Promenade Inc. (“**Promenade Senior**”), 2195186 Ontario Inc. (“**Envie I**”), Ashcroft Homes – Capital Hall Inc. (“**Capital Hall**”) and 1019883 Ontario Inc. (the “**Head Office Company**”, and collectively with 1384274 Ontario Inc. (“**138 Ontario**”) the “**Companies**”, and each individually referred to herein as a “**Company**”). The CCAA Proceedings also included 2139770 Ontario Inc. (“**Ravines Retirement**”).
2. Several of the Companies’ lenders opposed the continuation of the CCAA Proceedings at the comeback motion heard on December 12, 2024. Pursuant to the Reasons for Decision of the Honourable Justice Mew dated December 20, 2024 (the “**Decision**”), the Court dismissed the motion to extend the CCAA Proceedings and granted motions made by Equitable Bank and certain other lenders to appoint KSV Restructuring Inc. (“**KSV**”) as interim receiver of the Companies (the “**Interim Receivership Proceedings**”), and by Central 1 Credit Union to appoint BDO Canada Ltd. (“**BDO**”) as receiver of Ravines Retirement. A copy of the Decision is provided as **Appendix “A”**.

3. On January 3, 2025, the Court issued an Order (the “**Interim Receivership Order**”) appointing KSV as the interim receiver (the “**Interim Receiver**”), without security, of all the property, assets and undertakings of the Companies pursuant to section 47(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended.¹ The Court also issued an Order appointing BDO as receiver of Ravines Retirement.
4. As discussed further below, the Companies manage several properties from the Head Office Company, which is located in Nepean, Ontario. The Companies’ real property consists of: (i) seniors facilities (Park Place Senior, Ravines Senior and Promenade Senior); (ii) student residences (Envie I and Capital Hall); and (iii) a hotel (AUDI). There are one or more mortgages registered on title to the real property owned by each of the Companies. 138 Ontario owns the parking lot that is used by Ravines Senior.
5. Once KSV was appointed as Interim Receiver, in due course the interim receivership proceedings either would have to have been converted to receivership proceedings, or the Interim Receivership Order would have to have been extended. Following an application by Equitable Bank heard on February 24, 2025, KSV was appointed as receiver and manager (“**Receiver**”), without security, of all the assets, undertakings and properties of Capital Hall acquired for, or used in relation to a business carried on by Capital Hall, including, without limitation, the real property described in Schedule “A” of the Order of the Court dated February 24, 2025 (the “**Receivership Order**”), a copy of which is provided as **Appendix “B”**. At the same time, as a result of motions and an application by other lenders, KSV was also appointed as receiver and manager over Park Place Senior, Ravines Senior, Promenade Senior, Envie I and the Head Office Company in one Order, and of AUDI in a separate stand-alone Order.
6. KSV is filing this first report in this proceeding (the “**First Report**”) in its capacity as Receiver of Capital Hall.

1.1 Purposes of this First Report

1. The purposes of this First Report are to:
 - a) provide background information on Capital Hall and these proceedings;
 - b) summarize certain provisions of a Shared Facilities Agreement between Capital Hall (assumed by Ottawa-Carleton Standard Condominium Corporation No. 1081 (the “**Condo Corp.**”) and Envie I dated September 1, 2021, regarding the shared facilities at 101-105 Champagne Avenue S., Ottawa, registered as Instrument No. OC2401964 (the “**SFA**”);
 - c) summarize the Receiver’s activities since its appointment; and

¹ 138 Ontario was not an applicant in the CCAA Proceedings. ACM has a mortgage registered on title to the real property owned by this Company but was included in ACM’s interim receivership application and is subject to the mortgage security held by ACM.

- d) recommend that this Court issue an Order:
 - i. approving the conveyance of and vesting title in the 15 visitor parking spots identified in Appendix “C” to this First Report (the “**Envie I Visitor Parking**”) in HS Canada 101 Champagne, L.P. by its general partner, HS Canada 101 Champagne Inc. (collectively, including HS Canada 101 Champagne Property Inc., the “**Purchaser**”) effective on closing of the transaction between Envie I and the Purchaser approved by Order of this Court dated August 7, 2025 (the “**Envie I Transaction**”); and
 - ii. approving this First Report and the activities of the Receiver as described herein.

1.2 Restrictions

1. In preparing this First Report, the Receiver has relied upon the Companies’ unaudited financial information, books and records, discussions with the Companies’ management team, the affidavit of David Choo, the Companies’ president and founder, sworn December 3, 2024, in the CCAA Proceedings (the “**Choo Affidavit**”), and information available in the public domain.
2. The Receiver has not audited or otherwise attempted to verify the accuracy or completeness of the financial information relied on to prepare this First Report in a manner that complies with Canadian Auditing Standards (“**CAS**”) pursuant to the Chartered Professional Accountants of Canada Handbook and, accordingly, the Receiver expresses no opinion or other form of assurance contemplated under the CAS in respect of such information. Any party, other than the Court, wishing to place reliance on the financial information should perform its own diligence.

1.3 Court Materials

1. Copies of the Court materials filed to-date in the CCAA Proceedings, the Interim Receivership Proceedings and this proceeding, including the First Report to Court dated February 14, 2025 in the Interim Receivership Proceedings (the “**IR Report**”), are available on the Receiver’s case website: <https://www.ksvadvisory.com/experience/case/ashcroft> (the “**Case Website**”).

1.4 Defined Terms

1. Capitalized terms not defined in this First Report are based on the definitions provided in the Receivership Order.

1.5 Currency

1. All currency references in this First Report are in Canadian dollars.

2.0 Background

2.1 Overview of the Companies

1. The Companies are incorporated in Ontario and are entities within the Ashcroft Homes Group, a residential and commercial real estate developer owned, directly or indirectly, by Mr. Choo.
2. Ashcroft Homes Group primarily operates in the Ottawa area. Information about each of the Companies is provided in the IR Report and the Choo Affidavit.

2.2 Capital Hall

1. Capital Hall designed, developed and constructed a residential condominium with 353 units located at 105 Champagne Rd, Ottawa (the “**Building**”) which targets students and young professionals. Construction of the Building was completed in May 2021. Over time, Capital Hall sold condominium units in the Building. As of the date of the Receivership Order, Capital Hall still owned 110 of 353 residential condominium units (the “**Units**”).
2. Capital Hall also owns the parkade which includes 117 underground and three above ground parking spaces at the Building (the “**Parkade**”); Capital Hall never sold any of the parking spaces.
3. At the time of the Receiver’s appointment, the Units were managed by Capital Hall, with occupancy at approximately 70%. The Receiver appointed Ottawa Property Managers (“**OPM**”) to manage the Units as of April 1, 2025. Occupancy is estimated to be 92% as of October 1, 2025. The Building is managed by an independent third party engaged by the Condo Corp.
4. Equitable Bank is the principal and first secured creditor of Capital Hall pursuant to a loan agreement dated September 1, 2022 (the “**Equitable Bank Loan**”). The Equitable Bank Loan is secured by a first-ranking mortgage and general assignment of rents over Capital Hall’s real property (the Units and the Parkade), and a general security agreement over Capital Hall’s assets and undertaking.
5. At the time of the Interim Receiver’s appointment, Equitable Bank was owed approximately \$24.3 million under the Equitable Bank Loan. Interest and costs have accrued since that time.
6. Aviva Insurance Company of Canada (“**Aviva**”) has a second-ranking charge over the Units and the Parkade in the amount of \$16 million (the “**Aviva Mortgage**”) as security for various bonds posted by Aviva to Tarion in respect of the construction of the Building. The Receiver understands that Aviva’s total maximum exposure in respect of these bonds has been reduced over time and is currently approximately \$2.5 million.

2.3 Litigation with Insurer

1. As discussed in the Choo Affidavit, Capital Hall filed a statement of claim in 2020 against Northbridge General Insurance Corporation ("**Northbridge**"), its insurer, relating to substantial fire damage that occurred in 2018. The total claim is for approximately \$60 million. Northbridge is defending the matter.
2. The Receiver and Blaney McMurtry LLP ("**Blaney**"), the Receiver's counsel, received copies of the pleadings from Conway Baxter Wilson LLP ("**Conway**"), Capital Hall's counsel in the Northbridge litigation.
3. An eight-week trial is scheduled to start on October 6, 2025. The Receiver, Blaney, Conway and Stieber Berlach LLP ("**SB**"), a litigation boutique with a focus on the insurance industry which was retained by the Receiver, have been dealing extensively, in consultation with Equitable Bank, with the litigation and upcoming trial.

2.4 SFA

1. As set out above, the SFA deals with facilities that are shared between the Building and 101 Champagne Avenue S., Ottawa, which is owned by Envie I and is next door to the Building. Envie I has no parking other than the rights provided for in the SFA.
2. The Condo Corp. assumed Capital Hall's position as a party to the SFA after it was formed on October 5, 2021. In approximately April, 2024, a board of directors of the Condo Corp. was elected that did not include representatives of Ashcroft Homes Group.
3. The SFA mainly deals with a courtyard, walkways, utility infrastructure, stormwater management, vehicular and pedestrian access, certain underground areas and the Parkade infrastructure; however, it also includes references to the allocation of access to and use of certain of the 120 parking spaces owned by Capital Hall, including 15 spaces intended to be used by Envie I as visitor spaces consistent with zoning requirements. In this regard, the SFA provides that the costs associated with the Envie I Visitor Parking be borne by Envie I.
4. The Envie I Transaction remains subject to a condition in favour of the Purchaser that it be satisfied with the status of the SFA. During the Purchaser's diligence associated with the Envie I Transaction, which is scheduled to close by October 1, 2025, it raised a concern regarding the ownership and use of the Envie I Visitor Parking. The Purchaser requested that the Envie I Visitor Parking be conveyed to it as part of the Transaction to avoid any issue regarding the use of those parking units.
5. The Receiver and Blaney reviewed the SFA and consulted with the Ashcroft Homes Group regarding the historical treatment of the Parkade, including the Envie I Visitor Parking. Based on that review and those discussions, the Receiver agreed, following its further discussions with Equitable Bank and Ashcroft Homes Group, that it would have been reasonable for title to the Envie I Visitor Parking to have been transferred to Envie I when the Parkade was completed. Accordingly, the Receiver agreed to seek an Order in this proceeding approving a conveyance of and vesting the Envie I Visitor Parking in the Purchaser effective upon closing of the Transaction. The Receiver therefore recommends that the Court make an Order as set out in the draft Order included in the Receiver's motion materials.

6. Based on its discussions with Aviva's counsel, the Receiver expects the Aviva Mortgage to be discharged from title to the Envie I Visitor Parking prior to closing of the Transaction.
7. There are currently outstanding condominium fees and property taxes related to the Envie I Visitor Parking, which will be satisfied at closing of the Transaction.

3.0 Activities of the Receiver

1. Since its appointment, the Receiver's activities include the following:
 - a) corresponding and meeting regularly with employees of Ashcroft Homes Group concerning the operations of Capital Hall's business;
 - b) corresponding with Equitable Bank and its legal counsel regarding all material matters in these proceedings;
 - c) preparing cash flow projections and statements of receipts and disbursements;
 - d) overseeing Capital Hall's business, including controlling receipts and disbursements;
 - e) corresponding with OPM regarding all leasing matters;
 - f) dealing with the litigation with Northbridge;
 - g) corresponding with the Condo Corp. regarding, among other things, the SFA, the Units and amounts it claims are owed by Capital Hall;
 - h) considering processes to market the Units for sale and seeking proposals in that regard;
 - i) responding to emails and calls from creditors, suppliers, tenants and other stakeholders;
 - j) maintaining the Case Website for these proceedings; and
 - k) drafting this First Report.

4.0 Conclusion and Recommendation

1. Based on the foregoing, the Receiver respectfully recommends that this Honourable Court make an order granting the relief being sought.

All of which is respectfully submitted,

KSV Restructuring Inc.

**KSV RESTRUCTURING INC.
IN ITS CAPACITY AS RECEIVER OF
ASHCROFT HOMES – CAPITAL HALL INC.,
AND NOT IN ITS PERSONAL CAPACITY**

Appendix “A”

CITATION: Ashcroft Urban Developments Inc. (Re), 2024 ONSC 7192

COURT FILE NO.: CV-24-98508

(Ottawa)

DATE: 20241220

ONTARIO

SUPERIOR COURT OF JUSTICE

BETWEEN:

IN THE MATTER OF THE COMPANIES'
CREDITORS ARRANGEMENT ACT,
R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF ASHCROFT
URBAN DEVELOPMENTS INC.,
2067166 ONTARIO INC., 2139770
ONTARIO INC., 2265132 ONTARIO
INC., ASHCROFT HOMES – LA
PROMENADE INC., 2195186 ONTARIO
INC., ASHCROFT HOMES – CAPITAL
HALL INC. and 1019883 ONTARIO INC.

Applicants

)
)
) *David Mann K.C., Alexander Bissonette and*
) *Sarah DelVillano, for the Applicants*

)
) *Randal Van de Mosselaer and Stephen*
) *Kroeger for Grant Thornton Limited (the*
) *court-appointed monitor)*

)
) *Alan Merskey, Jeremy Bornstein and Jamie*
) *Arabi for ACM Advisors Ltd.*

)
) *Sanjeev Mitra and Calvin Horsten for CMLS*
) *Financial Ltd. and Equitable Bank*

)
) *Monique J. Jilesen and Adam Davis for*
) *Institutional Mortgage Capital Inc. in its*
) *capacity as general partner of IMC Limited*
) *Partnership*

)
) *Haddon Murray and Heather Fisher for*
) *Central 1 Credit Union*

)
) *Patrick Corney for Canadian Western Bank*

)
) *Raj Sahni for Peoples Trust Company*

)
) *Fraser Mackinnon Blair for MNP Ltd. in its*
) *capacity as court-appointed receiver of*
) *Ashcroft Homes – Eastboro Inc. and Ashcroft*
) *Homes – 108 Richmond Road Inc.*

)
) *Sara-Ann Wilson, for BDO Canada Limited*
) *in its capacity as the court-appointed receiver*
) *of Ashcroft Homes – 101 Richmond Road*
) *Inc., Ashcroft Homes - 108 Richmond Road*

) Inc. and Ashcroft Homes – 111 Richmond
) Road Inc.
)
) *Fozia Chaudary*, for Canada Revenue
) Agency
)
) *Jennifer Stam*, for KSV Restructuring Inc. in
) its capacity as proposed interim receiver

)
)
) **HEARD at Ottawa:** 12 December 2024 (by
) videoconference)

REASONS FOR DECISION

MEW J.

[1] On 5 December 2024, the applicants sought and obtained from me an initial order under the *Companies’ Creditors Arrangement Act*, R.S.C., 1985, c. C-36 (“CCAA”). The stay of proceedings secured by that initial order was sought by the applicants primarily to stay and prevent enforcement actions that had been, or were anticipated to be, taken by certain secured lenders of the applicants, and potentially other creditors, thereby enabling the applicants to advance their restructuring efforts, and continue to operate their businesses as going concerns.

[2] The initial order was obtained without advance notice to all but one of the secured creditors affected by the order. The exception, Central 1 Credit Union (“Central 1”), a secured creditor of 2139770 Ontario Inc., received less than an hour’s notice of the hearing, as a result of which, although counsel attended the hearing at which the initial order was obtained, Central 1 took no position on the appropriateness of the initial order and fully reserved its rights. Central 1 also advised the court that there was already in existence an order by MacLeod RSJ that if there were further breaches by 2139770 Ontario of its forbearance agreement with Central 1, an order would be made for the appointment of a receiver and manager over the property, assets and undertakings of 2139770 Ontario Inc.

[3] A comeback hearing date was set for 12 December 2024, seven days after the date of the initial order.

[4] Because the initial order was obtained without notice, the onus rests “solely and squarely” with the applicants to prove that the initial order was appropriate and that the protection afforded by the initial order should be continued through an amended and restated initial order (the “ARIO”: *General Chemical Canada Ltd. (Re)*, 2005 CanLII 1079 (ON SC), at para. 2).

[5] At the comeback hearing, secured creditors representing 84% of the secured debt opposed the continuation of the CCAA proceeding, and sought instead orders for the appointment of interim receivers to protect their interests.

[6] At the conclusion of the comeback hearing, I advised the parties that, pending the release of these reasons for decision, the initial order made by me on 5 December 2024 would remain in effect on an interim basis.

Background

[7] The eight applicant companies are part of a broader group of more than 55 affiliated entities known as the Ashcroft Homes Group. The founder and controlling mind of the Ashcroft Homes Group is David Choo. The business of the Group is the purchase, development and operation of residential communities in the Ottawa area for seniors, students, and general residential markets, and the lease or sale of accommodations in those communities.

[8] The companies and communities which comprise the Ashcroft Homes Group operate through four key brands as follows:

- a. “Ashcroft Homes” – general residential, comprising master planned communities with single dwelling house areas, infill townhome neighbourhoods and condominium communities;
- b. “Alavida Lifestyles” – retirement apartment and seniors’ suites communities that allow for transition from independent to assisted living, with on-site health care and personal care services, amenities and other offerings and events;
- c. “Envie” – student residential communities comprised of condominium platforms for lease, sale or investment; and
- d. “REstays” – luxury short term rentals and hotel-like accommodation.

[9] Seven of the applicants own and operate separate residential properties, each within its own segregated operations, bank accounts, books and records, and assets. The applicants engage in inter-company transactions within the Ashcroft Homes Group, resulting in inter-company receivables and payables. Certain administrative services are provided on a centralised basis, but each entity pays for its respective share of those services. The eighth applicant is Ashcroft’s head office.

[10] Four of the single purpose applicants are owned by David Choo, while three are owned by Mr. Choo and Envie Enterprises Inc., which is owned by Mr. Choo and the David and Chanti Choo Family Trust 2016.

[11] According to Mr. Choo, despite a history of generating significant revenues and having significant net equity holdings, in recent years various members of the Ashcroft Homes Group have encountered liquidity issues related to rising interest rates and a decline in occupancy rates.

This has left the applicants finding themselves in a position of insufficient liquidity to meet their current debt obligations.

[12] The applicants' current dilemma is summed up in paragraph 14 of Mr. Choo's affidavit sworn in support of the initial order:

From late 2023 the Applicants began working with their respective lenders to address these shortfalls. That has resulted in a series of forbearance agreements and cross-guarantees being established that were designed to buy time to restore occupancy rates, including in some cases by the finalisation of construction, refinance existing lenders, and sell assets in order to pay down debt. One company in the Group recently entered in a sale for a project property for \$183,000,000, resolving not only the financial position of that company, but also assisting with other debts across the Group. In recent months, however, we have received increasing numbers of demands from our lenders that make private, individual arrangements increasingly difficult to achieve.

[13] The applicants assert that the combined value of the applicants' real estate property is approximately \$460,490,030, encumbered by approximately \$284,511,617 in secured debt, leaving an estimated net equity of \$175,978,413. As will be discussed below, the secured lenders challenge the reliability of the applicants' estimates which, they say, are based on dated appraisals that do not reflect current market values.

[14] The following table summarises the applicants, their related projects and locations, and the secured lenders for each:

Applicant	Project	Location	Secured Lender(s)	Secured Debt
Ashcroft Urban Developments	REStays	101 Queen Street & 110 Sparks Street, Ottawa	CMLS (EQ Bank is a "major participant" in the mortgage)	\$50,600,000
2067166 Ontario	Park Place Senior	120 Central Park Drive, Ottawa	(1) ACM (2) IMC	\$26,396,895
2139770 Ontario	Ravines Retirement	626 Prado Private, Ottawa	Central 1	\$38,173,696
2265132 Ontario	Ravines Senior	636 Prado Private, Ottawa	(1) ACM (2) IMC	\$45,234,932

AH – La Promenade	Promenade Seniors Suites	130 & 150 Rossignol Drive, Ottawa (plus vacant land at 100 Rossignol Drive)	IMC	\$37,000,000
2195186 Ontario	Envie I	101 Champagne Rd, Ottawa	Peoples Trust Company ACM	\$57,853,430
AH – Capital Hall	Envie II	105 Champagne Avenue, Ottawa	Equitable Bank	\$24,000,000
1019883 Ontario	Head Office	18 Antares Drive, Nepean	Canadian Western Bank	\$4,134,370
			CRA	\$1,118,294
TOTAL				\$284,511,617

Lender Recovery Actions

[15] Lender recovery actions associated with the applicants are as follows:

Ashcroft Urban Developments (REStays)

[16] The financing term with CMLS Financial Ltd. (“CMLS”) matured on 1 September 2023. CMLS made a demand and notice to enforce security on 15 November 2023, for failure to pay out the loan on maturity, and a further demand on 18 December 2023.

[17] A forbearance agreement was entered into on 23 February 2023, and an amended forbearance agreement on 3 July 2024, extending the time for compliance with the loan agreement to 30 September 2024, with a further extension granted on 19 November 2024 extending the time for compliance to 31 March 2025, and obliging the borrower to procure a mortgage in the amount of \$20,000,000 charging the property of 2195186 Ontario Inc. (Envie I Project) and a guarantee from 219586 Ontario Inc. up to that amount, limited in recourse to its property. This further mortgage was a condition precedent to the second forbearance extension. As the mortgage was never received, CMLS takes the position that the second forbearance extension has not taken effect.

[18] When the original forbearance agreement was entered into, the borrower also provided a consent to a receivership in respect of the REStays property in the event that the borrower failed to refinance by the specified deadline. But for the stay of proceedings pursuant to the initial order, CMLS takes the position that the receiver consent that it obtained could have been activated.

[19] As at August 2024, Ashcroft Urban Developments indirectly paid the salaries of 53 employees through a related company, Ashcroft Homes – Central Park Inc.

2067166 Ontario Inc. (Park Place Senior)

[20] A first ranking mortgage was provided in November 2022 by ACM Advisors Ltd. (“ACM”), with a principal amount of \$21,000,000. Security for this loan was agreed to be cross-defaulted and cross-collateralised with security under a parallel loan being provided to 2265132 Ontario Inc. (Ravines Senior). Institutional Mortgage Capital Canada Inc. (“IMC”) holds a second ranking mortgage, originally for the principal amount of \$11,500,000 with 2265132 Ontario Inc. (Ravines Senior) as co-borrower and jointly and severally liable under the loan agreement. As of the end of October 2024, the balance of the combined debts secured by these mortgages stood at \$26,396,895. As at 16 October 2024, this borrower had other outstanding obligations of \$551,590, including \$391,590 in property tax arrears.

[21] On 19 July 2024, a demand letter and notice of intention to enforce security under s. 244 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c.B-3, was sent to 2067166 Ontario and to related guarantors in respect of the Park Place mortgage.

[22] On 5 November 2024, the parties entered into a forbearance agreement. Conditions precedent to ACM’s forbearance obligations included the execution of forbearance agreements between ACM and 2265132 Ontario Inc. (for Ravines Senior) and 2195186 Ontario Inc. (for Envie I). At the time of the initial order in this proceeding, negotiations with respect to the finalisation and execution of those other forbearance agreements were ongoing.

[23] As at August 2024, 2067166 Ontario Inc. paid the salaries of 38 employees directly, and paid 50% of the salaries of five management staff through 1230172 Ontario Inc. for Park Place Retirement.

2139770 Ontario Inc. (Ravines Retirement)

[24] Central 1 Credit Union provided mortgage financing on 16 March 2015 for the principal amount of \$27,500,000, which was extended to \$43,500,000 on 15 October 2019. The balance of the loan debt at the end of October 2024 was \$38,173,696. The loan was scheduled to mature on 24 November 2024.

[25] The borrower has other outstanding obligations totalling \$1,292,300, of which \$406,300 is in property tax arrears, \$394,000 in debts to various vendors, and \$492,000 for income tax.

[26] On 9 August 2024, Central 1 issued a final demand to 2139770 Ontario Inc. as borrower, and to Mr. Choo as guarantor, demanding payment of \$38,373,232.02 by 19 August 2024. Central 1 issued a notice of application to appoint a receiver with the demand correspondence.

[27] On 25 September 2024, a forbearance agreement was signed in relation to the Central 1 loan. On 7 October 2024, Central 1 issued an amended notice of application to appoint a receiver over the property, assets and undertakings of 213977 Ontario Inc. That application was heard by Regional Senior Justice MacLeod on 17 October 2024 and resulted in the issuance of a decision

on 29 October 2024, granting a postponement of the receivership application upon compliance by 2139770 Ontario Inc. with court imposed terms, together with the other terms of the forbearance agreement: *Central 1 Credit Union v. 2139770 Ontario Inc.*, 2024 ONSC 5988.

[28] As at August 2024, 2139770 Ontario Inc. paid the salaries of 100 employees directly, including salaries of management staff for the Ravines community, which are shared equally between 2139770 Ontario Inc. for Ravines Senior, and 2265132 Ontario Inc. for Ravines Retirement.

2265132 Ontario Inc. (Ravines Senior)

[29] This is another of the properties financed by ACM and IMC. As of the end of October, the net debt on the Ravines Senior loans was \$45,234,932. Other outstanding obligations of the borrower totalled \$473,000 as of 16 October 2024, including \$330,000 in property tax arrears.

[30] On 19 July 2024, a demand letter and notice of intention to enforce security under s. 244 of the *Bankruptcy and Insolvency Act* was sent to 2265132 Ontario Inc. and its related guarantors in respect of the Ravines Senior mortgage.

[31] On 5 November 2024, the parties entered into a forbearance agreement, one of the conditions precedent to ACM's forbearance obligations being the execution of forbearance agreements between ACM and, *inter alia*, 2195186 Ontario Inc. (Envie I). That forbearance agreement had not yet been finalised and executed at the time of the initial order.

[32] As at August 2024, 2265132 Ontario Inc. paid the salaries of 41 employees directly, plus 50% of the costs of the management staff whose salaries are paid directly by 2139770 Ontario Inc. (Ravines Retirement).

Ashcroft Homes – La Promenade Inc. (Residences Promenade Seniors Suites)

[33] The borrower obtained mortgage finance from IMC on 24 September 2024 for an initial advance of \$37,000,000 and a maximum loan amount of \$42,000,000. An extension of the loan agreed on 22 December 2022 provided for maturity on 1 February 2024. The loan has not been repaid and the balance, as at the end of October 2024, is said to be \$37,000,000.

[34] On 29 October 2024, Ashcroft Homes – La Promenade became guarantor on a \$17,800,000 credit facility from Pillar Capital Corp. to another company in the Ashcroft Homes Group, 2181291 Ontario Inc. IMC was asked for its consent to the credit arrangement made with Pillar, but had not provided that consent at the time that credit facility was entered into.

[35] As at August 2024, Ashcroft Homes – La Promenade paid the salaries of 41 employees directly and paid for 50% of the salaries of five management staff with 1971446 Ontario Inc. for Promenade Retirement.

2195186 Ontario Inc. (Envie I)

[36] The first mortgage on this property was provided by Peoples Trust Company for the principal sum of \$55,634,035, maturing 1 March 2028. A second priority loan was obtained from ACM Commercial Mortgage Fund in the principal amount of \$11,200,000. As of the end of October 2024, the current balance of those loans was \$57,853,430.

[37] The property is currently listed for sale. According to Mr. Choo, based on the broker's underwriting value, the net equity after all closing costs and repayment for secure debts is expected to be in excess of \$50,000,000. There are, however, other outstanding obligations, totalling \$7,480,470, of which \$7,210,000 is said to be owing to the Canada Revenue Agency (although this debt is contested and listed for hearing in the Tax Court of Canada in 2025).

[38] As of August 2024, 2195186 Ontario Inc. paid the salaries of 47 employees through Ashcroft Homes – Central Park Inc.

Ashcroft Homes – Capital Hall Inc. (Envie II)

[39] This borrower obtained first mortgage financing from Equitable Bank on 1 September 2022 in the amount of \$23,200,000. The current balance of the loan as at October 2024 is \$23,200,000 plus outstanding interest of approximately \$800,000.

[40] Equitable Bank issued a letter of demand on 9 October 2024 demanding payment of \$24,296,447 forthwith and serving a notice of intention to enforce security. The loan is set to mature in January 2025.

1019883 Ontario Inc. – Head Office

[41] On 21 April 2022, 1019883 Ontario obtained mortgage financing from Canadian Western Bank ("CWB") in the amount of \$4,500,000. The current debt owing on the loan is \$4,134,370. There is also a lien registered on the title of the property for \$1,029,987 in favour of the Canada Revenue Agency.

[42] On 16 August 2024, Canada Western Bank wrote to the borrower advising of defaults under the loan, including in respect of reporting requirements and payments of principal and interest. On 19 November 2024, Canada Western Bank offered to amend the loan terms with payment required in full by February 2025, approximately two years before the loan was set to mature.

[43] CWB sent a letter to 1019883 Ontario on 19 November 2024 advising that it wished to exit its banking relationship and proposing to amend its commitment letter. That proposed amending agreement was signed back by Mr. Choo (on behalf of 1019883 Ontario Inc. and as personal guarantor and, on behalf of Ashcroft Homes Inc., as corporate guarantor) on 29 November 2024, four business days before the applicants applied for CCAA protection. On 11 December 2024, CWB made a written demand for repayment of the indebtedness and provided 1019883 Ontario with notice of its intention to enforce CWB's security pursuant to s. 244 of the *Bankruptcy and Insolvency Act*.

[44] As of October 2024, there were 50 employees providing support and administrative services to the Ashcroft Homes Group, including administration, finance and accounting, marketing and sales, human resources, payroll and construction management services.

CCAA Application

[45] The notice of application in this matter was filed with the court on 3 December 2024.

[46] The affidavit of Mr. Choo, filed in support of the application, explained how, beginning in early 2023, the applicants had begun working with their lenders in an effort to address developing liquidity shortfalls. While some of those discussions had been successful, others had not. Ongoing cross-collateralisation requirements and pressure from existing lenders for more security, were stressing the projects. Further, what were described as significantly enhanced reporting requirements to lenders under forbearance terms had added a further burden on the applicants' infrastructure.

[47] The applicants proposed the appointment of Grant Thornton Limited as Monitor and Hawco Peters and Associates Inc. ("Hawco Peters") as Financial Advisor. In addition to a stay of proceedings against the applicants, stays were also sought in respect of certain "Additional Stay Parties" (all either affiliates, or directors and officers of one or all of the applicants).

[48] The applicants also sought approval of an initial Administration Charge up to a maximum amount of \$200,000 over the applicants' properties to secure the fees and disbursements of the Monitor, the Financial Advisor, and their – and the applicants' – respective lawyers, to rank in priority after the existing secured lenders of any applicants in respect, and to the extent, of such lender's registered mortgage; and any taxing authority in respect, and to the extent, of such authority's statutory charge.

[49] Under the proposal, Mr. Choo would provide a debtor-in-possession credit facility (the "DIP Facility") of \$1,500,000 without fees or interest, and with the proviso that the DIP lender's charge would rank in priority behind the securities of the secured lenders, any taxation authority to the extent of their statutory charge, and the Administration Charge, and would not secure obligations prior to these proceedings.

Initial Order Hearing

[50] Counsel for the applicants, for the proposed monitor, and for Central 1, appeared by video conference at 2:00 p.m. on 5 December 2024 (although in the case of counsel for Central 1, she advised that she had received less than an hour's notice of the hearing).

[51] At the 5 December hearing, counsel for the applicants advised the court that it had been his intention to get application materials out to the affected parties earlier in the week. However, this had been thwarted by the need for the proposed monitor to clear a potential conflict of interest, which had only been achieved shortly before the hearing began. As a result, for all intents and purposes, the initial order hearing proceeded *ex parte*.

[52] The applicants submitted that the CCAA proceedings and the stays of proceedings sought were the only viable means by which the applicants' businesses could be preserved and maximised for the benefit of all of the applicants' stakeholders, including not only secured lenders and other creditors, but also over 1,000 residents in the communities, over 500 employees, and the equity holders. Counsel described the relief sought as "surgical", only doing what was necessary, in order to preserve the *status quo* and continue the businesses in the ordinary course and to enable the applicants' retained financial advisors, Hawco Peters, to continue their work assisting the applicants with the financing and restructuring efforts. The court was advised that none of the secured creditors would be primed by the proposed arrangements. Nor, it was submitted, were the applicants seeking to "get a jump" on any of the secured lenders.

[53] The applicants had retained Hawco Peters on 26 July 2024 to assist in the sourcing and securing of additional capital for refinancing and restructuring within the Ashcroft Homes Group (including the applicants), and to provide advisory services, and sought a continuation of that retainer during the CCAA creditor protection process.

[54] After hearing the submissions of counsel, reviewing the materials filed, and considering the jurisdiction provided to the court by s. 11.02 of the CCAA to impose a stay of proceedings for a period of not more than ten days if satisfied that circumstances exist to make that order appropriate, I made the initial order as requested, setting a comeback date of 12 December 2024. I was satisfied that the applicants were insolvent and had liabilities in excess of \$5 million and therefore eligible for the protection afforded by the CCAA. My order included, for the reasons articulated by this court in *Timminco Limited (Re)*, 2012 ONSC 506, at para. 66, provision for a charge over the applicants' property in the amount of up to \$200,000, to secure the professional fees and disbursements of the proposed monitor, along with the lawyers of the Monitor, the lawyers of the applicants, and the Financial Advisors.

Comeback Hearing

[55] At the comeback hearing, the applicants sought an extension and expansion of the relief provided under the initial order to facilitate and advance the CCAA proceedings, through an ARIO providing, among other things, for:

- a. Extension of the initial stay period up to and including 21 February 2025;
- b. Authorising, but not requiring, the applicants to pay, with the consent of the Monitor, certain amounts owing for goods and services supplied to the applicants prior to the date of the initial order;
- c. Expanding the applicants' restructuring authority, and the respective ability of the Financial Advisor and the Monitor, to assist with the applicants' restructuring efforts, beyond the limited required relief included in the initial order to ensure the applicants' ability to make payments and enter into contracts necessary to continue the normal course of operations and complete, or otherwise deal with, the applicants' projects;

- d. Granting the applicants the right to:
 - i. Dispose of redundant or non-material assets not exceeding \$20,000 in any one transaction, or \$100,000 in the aggregate;
 - ii. Close the sale of any residential and commercial units to arm's length third parties for fair market value in the ordinary course of business, subject to the approval of the Monitor;
 - iii. Continue or establish such listings for sale of subject properties for fair market value in the ordinary course of business, subject to the approval of the Monitor;
 - iv. Enter into any new contractual arrangements for sale and thereafter close the sale of, parts of any property to arm's length third parties for fair market value in the ordinary course of business, which the applicable secured lender(s) and the Monitor, each acting reasonably, deem necessary or appropriate;
 - v. List the whole of the Envie II property for sale on such terms and conditions as may be agreed by the secured lender, Equitable Bank, and the Monitor;
 - vi. List the whole of the Promenade Seniors' Suites property for sale, separately or in conjunction with the property owned by affiliated corporation 1971446 Ontario Inc., at 110 Rossignol Drive, Ottawa (the Promenade Retirement Residence property) on such terms and conditions as may be agreed to by Ashcroft Homes-La Promenade Inc. (a secured lender to the Promenade Seniors' Suites property) and the Monitor;
- e. Continuing the appointment of Hawco Peters and Associates Inc. as financial advisor to the applicants until further order of the court and securing the financial advisor's fees and costs under the Administration charge;
- f. Approving the applicants' ability to borrow under a DIP Facility to be provided by Mr. Choo to finance their work and capital requirements and other general corporate purposes, post-filing expenses and costs, including granting a charge over the property to secure all amounts advanced under the DIP Facility;
- g. Increasing the maximum amount of the Administration Charge from \$200,000 to \$700,000;
- h. Approving milestones to advance the refinancing of the Ravines retirement residence to allow all indebtedness to be paid out to Central 1 by 30 June 2025; and
- i. To seek such advice and direction as the applicants may advise to address issues concerning specific projects.

Applicants' Position

[56] The applicants are clear about their purpose in seeking CCAA protection:

Here, the Stay of Proceedings is intended primarily to stay and prevent enforcement action that has and will be taken by the Secured Lenders and potentially other creditors. The Stay of Proceedings will preserve the *status quo* and afford the Applicants the breathing space and stability required to advance their restructuring efforts, in consultation with the Financial Advisors, including seeking approval of a DIP, further developing strategies to increase occupancy levels and/or sales of properties, exploring other restructuring alternatives and/or developing a plan of compromise or arrangement.

[57] The applicants further submit that the continuation of the creditor protection provided for under the initial order is essential, having regard to the current financial circumstances of the applicants; the “devastating effects” that bankruptcy, liquidation or uncoordinated enforcement actions would have on the projects and their residents, employees and other stakeholders; and, the value and potential value of each project and for the head office company to the applicants and the Ashcroft Homes Group as a whole.

[58] The applicants claim that, with the assistance of Hawco Peters, they have sourced replacement funding for two of the group’s projects (non-applicant affiliates) and “anticipate” receipt of multiple term sheets by mid-December with a cumulative value in the range of \$100,000,000 to \$230,000,000 to replace multiple lenders. The stated goal and structure of this financing is to provide the applicants with sufficient time to complete started projects, improve occupancy numbers and “settle the waters currently muddled with demands and forbearances”. The applicants continue:

It is envisaged that this strategy will allow sufficient time to allow for the continued sell down of assets which will further deleverage the Ashcroft Homes Group, including the Applicants, and with the continuation of reducing interest rates will lead to traditional long term financing for the remaining real estate portfolio.

[59] According to the applicants, since the initial order was made, they have engaged in communication with various parties, including the secured lenders, either directly or through lawyers and the Financial Advisor related to:

- a. Continuing commitment to a timeline for refinancing to allow Central 1 to be paid out and exit as secured lender to 2139770 Ontario Inc. (Ravines Retirement);
- b. The proposed sale of the Promenade properties together and as a going concern with the secured lender to AH Ashcroft Homes – La Promenade, IMC, and the secured lender to 197446 Ontario Inc. (RBC); and
- c. With CMLS on the REStays loan and in relation to the sale of the whole of the Envie II property.

[60] The applicants argue that the extension of the stay of proceedings will preserve the *status quo* and allow them to, among other things:

- a. Operate the business in the ordinary course without disruption;
- b. Avoid uncoordinated and stress sales or forced liquidations of the subject properties and projects, which would be value deteriorative and contrary to the best interests of the applicants' stakeholders, employees, tenants and other residents;
- c. Preserve their existing tenant relationships and protect such tenants from "forced entries and other improper and disruptive conduct which might be taken by or on behalf of aggressive lenders";
- d. Continue to pursue compensatory financing, sale and restructuring transactions capable of underpinning a consensual plan of compromise or arrangement and advance ongoing discussions related thereto, free of interruption caused by enforcement actions against the applicants and/or the properties; and
- e. Continue to liaise with the secured lenders and other stakeholders in relation to the foregoing efforts, and also with the secured lender to the Promenade Retirement Residence property in relation to the proposed sale of the Promenade properties.

[61] Anticipating (and then responding to) opposition by a number of the secured creditors to restructuring proceedings under the CCAA, the applicants argue that the proposed extension of the stay of proceedings is appropriate given that:

- a. Since the granting of the initial order they have acted in good faith and with due diligence to stabilise and continue the ordinary course operations of the businesses, to develop strategies, increase occupancy levels, and advance their restructuring objectives;
- b. It is desirable to prevent uncoordinated and value destructive enforcement efforts by the secured lenders;
- c. The CCAA process will best facilitate the maintenance of the residential communities, facilities and services comprising the projects (as compared to uncoordinated enforcement actions, such as the appointment of separate receivers to individual applicants and their projects, which will come at significant social and economic costs in the circumstances);
- d. There is very significant equity in each of the properties, and therefore no risk that secured lender funds will not ultimately be recoverable;
- e. The capital of the secured lenders will not be tied up for a longer period of time under the CCAA (as compared to receivership, having regard in particular to the sales and refinancing strategies already under way on behalf of the applicants);

- f. The costs of up to eight separate receivers to the applicants and their respective advisors will far outweigh the costs of the continuing appointment of the Monitor and the Financial Advisor under the CCAA;
- g. The stay of proceedings will preserve the *status quo* and afford the applicants “the breathing space and stability” required to continue the businesses in their ordinary course operations;
- h. A stay is necessary to enable the continuations of engagement with the secured lenders and other stakeholders;
- i. The revised cash flow forecast prepared by the Monitor demonstrates that the applicants, separately and together, have sufficient liquidity to fund their obligations and the costs of the CCAA proceedings; and
- j. The Monitor is supportive of the proposed extension and stay of proceeding.

The Position of the Secured Lenders

[62] All but one of the secured lenders responding to the comeback motion oppose continuation of CCAA protection.

[63] ACM, CLMS Financial Ltd., Equitable Bank and IMC hold, between them, approximately \$194,000,000 in secured debt, representing 68% of the total. Each of these lenders seeks the appointment of KSV Restructuring Inc. (“KSV”) as interim receiver.

[64] CWB also supports the ACM motion and the appointment of KSV as interim receiver.

[65] Collectively, I will refer to ACM, CLMS Financial Ltd., Equitable Bank, IMC and CWB as the “ACM Group”.

[66] Central 1, representing another approximately \$38,000,000 of secured debt, supports the ACM Group, but with BDO Canada Limited as receiver and manager, as previously directed by MacLeod RSJ.

[67] The ACM Group and Central 1 together represent \$232,000,000, or 84%, of the applicants’ secured indebtedness.

[68] Peoples Trust, as the first priority lender on the Envie I project, does not oppose the CCAA order sought. The Envie I property is in the midst of a sale process. Peoples Trust’s main concern is that whatever is determined appropriate by the court should not impede that sale. Accordingly, so long as Peoples Trust continues to receive monthly payments, it sees no reason to oppose the creditor protection that has been sought.

[69] The ACM Group argued that the test established by s. 11.02(2) has not been met. Section 11.02(2) provides that the court may extend a stay order for any period necessary, if the court is

satisfied that: (a) circumstances exist to make the order appropriate; and (b) the applicants have acted, and are acting, in good faith, and with due diligence.

[70] In respect of the first of these elements, the secured creditors say that it is unusual (although not completely unheard of) to order creditor protection under the CCAA for real property-centric entities, due to the nature of their security structures and operations. Rather, those entities and their stakeholders more commonly benefit from simpler receivership proceedings.

[71] On the second element, the secured lenders assert that the applicants proceeded to obtain a stay without notice to their major lenders, representing a marked departure from usual restructuring practices and the applicants' obligations under the CCAA to act in good faith and with diligence. These concerns were compounded by the failure of the applicants to serve their comeback hearing materials until less than 24 hours before the comeback hearing.

[72] Just as the making of orders under s. 11.02 of the CCAA are discretionary, so is the appointment of a receiver. Section 101 of the *Courts of Justice Act* provides that the court may appoint a receiver where it is just or convenient to do so. While a court must have regard to all of the circumstances when determining whether it is appropriate to appoint a receiver, the applicants submit that particular regard is to be had to the nature of the property and the rights of interests of all parties in relation thereto: *Bank of Nova Scotia v. Freure Village on Clair Creek*, 1996 CanLII 8258 (ON SC). Accordingly, as Osborne J. observed in *Antibe Therapeutics Inc. (Re)*, unreported, 22 April 2024, at para. 59:

[W]here...there are competing applications for a continued insolvency proceeding under the CCAA, or the appointment of a receiver, the Court must consider all of the relevant factors in the exercise of its discretion to determine the most appropriate path forward.

[73] The secured creditors focus on a number of points, which they ask the court to consider in the exercise of its discretion.

[74] First, the proposed interim receiver, KSV, is already providing financial advice to CMLS Financial Ltd. regarding its loans to Ashcroft Urban Developments Inc. and has also provided advisory services to IMC in respect of its mortgages registered on title to certain of the applicants' real properties. KSV has ongoing experience as the receiver and manager of a seniors' residence in Oshawa, Ontario, where it has worked with a specialist property manager, Brightwater Senior Living Group LLC, to stabilise the performance of the seniors' residence and improve its financial results. If appointed as interim receiver of the Ashcroft entities, KSV intends to engage Brightwater to review and oversee the operations of the retirement properties owned by the applicants. With respect to the student housing residences, KSV intends to engage Varsity Properties Inc. to oversee their operations, having previously worked with Varsity on a prior student residence receivership in Kingston, Ontario. KSV's plan envisages similarly engaging a party with expertise in the hospitality sector to review and provide recommendations on improving the performance of the hotel property owned by Ashcroft Urban (REStays).

[75] The secured creditors contrast KSV's plan with what they describe as the absence of a restructuring pathway put forward by the applicants. To the extent that there is a path forward by the applicants, it comprises what the secured creditors consider to be unrealistic marketing plans. Furthermore, the cash flow projections provided by the monitor show that after thirteen weeks, there would be almost no DIP financing left.

[76] Another concern is that the values relied upon by the applicants are based on what the secured lenders regard as obsolete appraisals, some dating as far back as 2017. For example, in relation to the Park Place property, while Mr. Choo claims that there is \$24.6 million of net equity after secured debt, the secured lender, ACM's internal valuation estimates reflect that there may not be any equity in that property.

[77] Second, and closely connected to the secured lenders' misgivings about the lack of a cogent road map for the restructuring, is a mounting loss of confidence in the applicants' management.

[78] For example, Promenade Senior Suites, a relatively new senior suite facility built in 2020, has a 65% occupancy rate. Yet the appraisal relied upon by the applicants assumes a stabilised 90% occupancy rate.

[79] There have also been regulatory and reputational concerns, and associated negative publicity, with respect to the management and operation of the Ashcroft seniors' and retirement facilities.

[80] The secured creditors say that trust has also been undermined as a result of what they regard as a lack of candour and straight dealing. IMC offers two examples.

[81] IMC had asked Ashcroft to keep it apprised about material developments on Ashcroft's whole portfolio of assets. IMC expressed concern when it was informed by Ashcroft that Central 1 was proposing a forbearance agreement or a receiver on the \$43,000,000 facility related to the Ravines Retirement project. Significantly, Ashcroft did not disclose to IMC that one of the conditions of the forbearance agreement proposed by Central 1 was that La Promenade was to sign as a guarantor of the outstanding \$38,000,000 in debt owed by Ashcroft to Central 1. Notwithstanding IMC's known concerns, Ashcroft then entered into a forbearance agreement with Central 1, doing so without notice to or approval of IMC, and contrary to Ashcroft's loan agreement with IMC.

[82] Subsequent to that, Ashcroft caused La Promenade to be amalgamated with another Ashcroft-controlled entity, again without IMC's consent (Ashcroft did originally request IMC's consent, which it knew was contingent upon completion of due diligence, but, when told by IMC on 25 October 2024 that providing the consent by a drop-dead date of 31 October was unrealistic, Ashcroft immediately proceeded, the same day, with the amalgamation). The secured lenders' concerns were further deepened by the immediate pre-filing conduct (i.e., lack of notice) of the applicants, to which reference has already been made.

[83] There are also claims that Ashcroft has exaggerated occupancy rates of some of the subject buildings. For example, ACM claims that on 18 September 2024, Ashcroft reported that Envie I

was 80% leased but when ACM's Vice-President – Investments toured Envie I on 18 November 2024, the property manager advised that the building was only 70%-73% leased.

[84] A third generalised cause for concern is that proceeding without sensitivity to the legal and practical separation between each of the eight projects, and their isolated contractual relations with the lenders, will prejudice the secured creditors.

[85] Although the applicants assert that each of the projects is managed separately, with segregated operations, including bank accounts, books and records, and assets, and with intercompany transactions effected at arm's length, the merger of the properties into what the secured creditors call an "asset melting pot" under the CCAA order, would force lenders to rescue properties to which they had no contractual relation.

[86] Despite the involvement, since August, of Hawco Peters, the investment advisors' efforts have not, to date, contributed to meeting the applicants' obligations to their secured lenders. Furthermore, the engagement of Hawco Peters relates to projects both outside and within the CCAA application.

[87] While the applicants' draft proposed ARIO has been amended to respond to the secured creditors' concerns about the lack of ringfencing on a project by project basis (a provision has been added which would prevent the applicants from making payments or other transfer of assets to any affiliated entities or related parties), as well as to limit the engagement of Hawco Peters to the applicants only, the secured creditors remain concerned that their interests will be prejudiced as a result of effected *de facto* extensions of their loan or forbearance agreements, coupled with a concomitant loss of ability to control the process and the possibility that their loans may not be fully covered by the projects they are secured against.

[88] Fourth, factors which might otherwise favour a CCAA process are, at best, neutral in the present case. There is no clear threat to the employees of the applicants. There are no duelling receiverships. The suggestion by Mr. Choo that tenants need to be protected from forced entries and disruptive conduct which might be taken by or on behalf of aggressive lenders is strongly refuted by the secured creditors.

[89] Finally, the secured creditors do not share Mr. Choo's belief that the prospects of successful refinancing, sale and restructuring efforts will be enhanced by providing CCAA protection. Some of the creditors are sanguine about the state of distress in the current commercial real estate market in general, and the Ottawa area market in particular.

[90] Ishbel Buchan, the Executive Vice President – Investments at ACM deposes that:

ACM, and many other lenders I have spoken to, are dealing with multiple distressed assets. These lenders have in many instances, elected to make efforts to negotiate out-of-court arrangements with their commercial mortgage borrowers, similar to how ACM has unsuccessfully attempted to resolve matters with the Ashcroft.

She continues:

Not surprisingly, the challenging macro-economic factors and market conditions described above have had a snowball effect where the relatively high number of distressed real assets has further led to depressed valuations and sales volumes. For example, Bobby Kofman of KSV, the proposed interim receiver, has advised me that in KSV's experience as the court-officer of dozens of real property projects across Canada, real property valuations are currently impaired, and transactions are limited, except at distressed pricing, including for industrial, development, residential, multi-family and hospitality properties.

Ms. Buchan concludes by stating that ACM is concerned that its secured indebtedness in relation to the Ashcroft projects will similarly be affected by the current state of the commercial real estate market in terms of property values and related sales velocity, such that the properties may sell for “significantly below estimated values and/or take much longer to sell than anticipated”.

[91] Ultimately, the secured creditors regard the applicants as having sought CCAA protection in order to buy time to continue their hitherto ineffective attempt to raise meaningful amounts of new funding.

Discussion

[92] As D. M. Brown J. observed in *Romspen Investment Corporation v. 6711162 Canada Inc.*, 2014 ONSC 2781, at para. 61, both an order appointing a receiver and an initial order under the CCAA are highly discretionary in nature, requiring the court to consider and balance the competing interests of the various economic stakeholders. The specific factors taken into account by the court will, as a consequence, vary from case to case.

[93] Further, and as noted by Justice Osborne in *Antibe Therapeutics*, at para. 55:

In making a determination about whether it is, in the circumstances of a particular case, just or convenient to appoint a receiver, the Court must have regard to all of the circumstances, but in particular the nature of the property and the rights and interests of all parties in relation thereto: *Bank of Nova Scotia v. Freure Village on the Clair Creek*, 1996 O.J. No. 5088, 1996 CanLII 8258.

No Presumption in Favour of Receivership

[94] Although, as commentators have observed, there is a presumption among insolvency practitioners that, when it comes to real property, in a contest between a receivership and the CCAA, the receivership is bound to emerge victorious (see Jeremy Opolsky, Jacob Babad and Mike Noel, *Receivership versus CCAA in Real Property Development: Constructing a Framework for Analysis* (2020), 18 Annual Review of Insolvency Law 199, 2020 CanLIIDocs 3602), there is no hard and fast rule to that effect. The nature of the security and the secured creditor's views are not fully determinative of whether a CCAA proceeding will be preferred: *BCIMC Construction Fund Corporation v. The Clover on Yonge Inc.*, 2020 ONSC 1953, per Koehnen J. at para. 104.

The Secured Creditors' Opposition

[95] As is the case in many real estate driven CCAA proceedings, the secured creditors see little incentive for surrendering control over the process of enforcing their security. Circumstances similar to those in the present case pertained in *Octagon Properties Group Ltd. (Re)*, [2009] A.J. No. 936 (Q.B.), where, at para. 17, Kent J. observed:

This is not a case where it is appropriate to grant relief under the CCAA. First, I accept the position of the majority of first mortgagees who say that it is highly unlikely that any compromise or arrangement proposed by Octagon would be acceptable to them. That position makes sense given the fact that if they are permitted to proceed with foreclosure procedures and taking into account the current estimates of value, for most mortgagees on most of their properties they will emerge reasonably unscathed. There is no incentive for them to agree to a compromise. On the other hand if I granted CCAA relief, it would be these same mortgagees who would be paying the cost to permit Octagon to buy some time. Second, there is no other reason for CCAA relief such as the existence of a large number of employees or significant unsecured debt in relation to the secured debt. I balance those reasons against the fact that even if the first mortgagees commence or continue in their foreclosure proceedings that process is also supervised by the court and to the extent that Octagon has reasonable arguments to obtain relief under the foreclosure process, it will likely obtain that relief.

[96] It is noteworthy that in the present case, fully 84% of the secured creditors not only oppose the CCAA relief sought, but have combined to put forward the nomination of a common receiver to assist with the enforcement of their security. This arrangement significantly dilutes the force of the argument advanced by the applicants that the costs of up to eight separate receivers and their respective advisors will far outweigh the costs of continuing with the appointment of the Monitor and the Financial Advisor under the CCAA. It also renders as far less likely the prospect of “uncoordinated and stress sales or forced liquidations of the subject properties and projects”.

Is There a Clear Plan?

[97] In their article *Receivership versus CCAA in Real Property Development: Constructing a Framework for Analysis*, Opolsky *et al.* express the following observation, based on a review of real-estate driven CCAA cases:

An important consideration for the courts in granting a CCAA is the feasibility of a resolution under that CCAA proceeding. If the chances of a successful proposal are low, then a court may decide to order a receivership rather than spend time on a failed CCAA.

[98] The evidence and submissions put forward on behalf of the applicants have a distinctly aspirational quality. Their message is one of hope, despite the failures of the past eighteen months. The appointment of the Monitor to steady the ship, and bring order to the process of holding the

secured creditors at bay will, they hope, allow for a coordinated process, that maximises value and best serves the interests of all concerned parties.

[99] While there is a superficial attraction to the proposition that the applicants, with the assistance and guidance of the Monitor and the Financial Advisor, will succeed in the coming months, the applicants' plans, such as they are, appear to largely rest on a more benign interest rate environment, a more active property market, and improving occupancy rates. Despite changes in the interest environment in the year to date and well publicised public concerns about a lack of affordable housing, the applicants' malaises continue.

[100] I find myself more inclined to the view that the applicants are simply buying time ("[i]t is envisaged that this strategy will allow sufficient time to allow for the continued sell down of assets which will further deleverage the Ashcroft Homes Group, including the Applicants") and not much more.

[101] Specifically, I see nothing markedly better in the plans put forward by the applicants than those articulated by the secured creditors. Indeed, if anything, the plan put forward by KSV, the proposed interim receiver, has more substance, including the engagement of specialist property managers operating in the retirement residence and student residence markets in Ontario.

Confidence in Management

[102] The refrain that secured creditors have "lost confidence in management" of debtor companies is a familiar one in CCAA proceedings. This matter is clearly no exception.

[103] For at least eighteen months or more, the applicants have been engaged in an ongoing juggling act with their secured creditors, culminating in their current insolvent positions.

[104] Furthermore, a number of the secured creditors have raised concerns about the some of the cross-default and cross-collateralisation arrangements that have been made, as well as about the applicants' honesty and forthrightness in their dealings with the secured creditors. These concerns were compounded by what the secured creditors regard as a failure of the applicants to give any notice of their intention to seek an initial order (followed by extremely short service of the materials supporting their motion for an ARIO).

[105] The experience of Central 1 is perhaps indicative. Central 1 commenced receivership proceedings. There was a contested application heard by MacLeod RSJ. He found that it was apparent that the debtor – 2139770 Ontario Inc. – had not been able to comply with all of the terms of the forbearance agreement it had entered into, and that the defaults were not trivial. The debtor had failed to deliver "important information by the deadline it agreed to". He granted a postponement of the receivership order on strict terms, failing which the receivership order "will be made". Despite this, Central 1 complains that there have been numerous further breaches of the terms ordered by MacLeod RSJ. They say that the debtor failed to execute collateral security documents, and refused to pay the professional fees incurred under the forbearance agreement. On 2 December 2024, Central 1's lawyers requested an urgent return of the receivership application. The apparent response to that was the commencement of this proceeding, with the resultant affect

of securing a stay of Central 1's receivership proceeding, a stay that it seems highly unlikely could have been obtained in the receivership proceeding itself.

[106] While I would not subscribe to the view that the applicants have acted in bad faith, the secured creditors' expressed lack of confidence in management is understandable.

Outdated Appraisals

[107] The appraisals supporting Mr. Choo's stated valuation of the respective properties vary in their antiquity. The most dated appraisal is from 2017. None of them are from 2024. According to Ms. Buchan of ACM, once an appraisal is aged more than a few months, it is typically no longer relevant given various factors, including macro-economics and market conditions. This is particularly pertinent given the current level of distress in the commercial real estate market.

[108] The applicants concede that some of the appraisals are dated, but nevertheless maintain that they are reliable evidence of the value of the various properties and that, even allowing for some diminution of value due to the state of the current commercial property market, all of the properties have more than adequate net equity and, thus, that the CCAA proceeding poses little risk that the secured creditors will not fully realise their security.

[109] If the concerns about the true value of the properties were the only major objection of the secured creditors, it would probably not be enough to carry the day in favour of the receivership applications. However, viewed alongside other considerations, the concerns about valuation are yet another weight pulling on the receivership side of the scale.

Conclusion

[110] All of the parties agree that there is a need to stabilise the applicants' businesses. The question is whether that is best achieved through a receivership or a CCAA proceeding.

[111] The secured creditors have lost patience with the management of the applicants. Despite having brought on board investment advice from Hawco Peters, progress has been modest. Expectations that term sheets will shortly be presented for refinancing have yet to be realised. Unpaid taxes have mounted. Unsecured creditors have gone unpaid. Occupancy rates have remained sub-optimal. Regulators have even become involved due to concerns about the way in which one of the retirement residences is being run, with attendant poor publicity and reputational damage.

[112] Secured creditors representing 84% of the secured debt oppose the CCAA application. With the exception of Central 1, they all propose to use the same receiver. Their collaborative approach largely neutralises the usual concerns that an applicant for CCAA protection raises concerning uncoordinated and stress sales or forced liquidation. Nor is there any convincing evidence that the remedy proposed by the secured creditors will damage the interests of employees or tenants.

[113] The receivership remedy gives effect to the bargain made between the secured lenders and the applicants, and transfers control of the process from debtors in whom confidence has been lost

to creditors who should be entitled to make good on their security while there are still good prospects of them being made whole.

[114] Mr. Choo candidly acknowledges that the applicants have found themselves in a “difficult position to address their current liquidity obligations”. Yet, to use the terminology of C. Campbell J. in *Dondeb Inc. (Re)*, 2012 ONSC 6087, at para. 25, to some extent the applicants have, by the manner in which they have (sometimes chaotically) played insolvent projects and their secured creditors off against each other and eroded the confidence of the creditors, been the authors of their own misfortune.

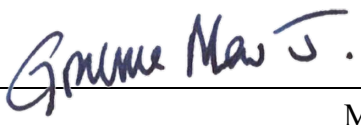
[115] It could, potentially, have been otherwise. Counsel for Peoples Trust submitted that one option that could have been considered would be to impose a shorter stay of proceedings to see if the other parties’ concerns about the applicants’ proposal could be resolved by the monitor, perhaps with a “super monitor order” to allay concerns about the applicants’ management continuing to have control of the restructuring. And in *Dondeb Inc.*, Campbell J. observed, at para. 26, that had there been full and timely communication both the creditors and the court may have concluded that an acceptable CCAA plan could be developed. Because of the way this application has unfolded, that has not occurred. With the benefit of hindsight, that might be seen by the applicants as a missed opportunity.

Decision

[116] For the foregoing reasons, the motion to extend the stay of proceedings granted by the initial order is dismissed. The motion made by ACM Advisors Ltd., and supported by CMLS Financial Ltd., Equitable Bank, Institutional Mortgage Capital Canada Inc. and Canadian Western Bank for the appointment of a receiver and associated relief is granted.

[117] The receivership order and transition order requested by Central 1, in accordance with the order of MacLeod RSJ in Court File No. CV-24-00097134-0000 is granted.

[118] If the parties are unable to agree on any of the terms of the orders resulting from this decision, I may be spoken to.



Mew J.

CITATION: Ashcroft Urban Developments Inc. (Re), 2024 ONSC 7192
COURT FILE NO.: CV-24-98508
(Ottawa)
DATE: 20241220

ONTARIO

SUPERIOR COURT OF JUSTICE

BETWEEN:

IN THE MATTER OF THE COMPANIES'
CREDITORS ARRANGEMENT ACT,
R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF ASHCROFT URBAN
DEVELOPMENTS INC., 2067166 ONTARIO INC.,
2139770 ONTARIO INC., 2265132 ONTARIO INC.,
ASHCROFT HOMES – LA PROMENADE INC.,
2195186 ONTARIO INC., ASHCROFT HOMES –
CAPITAL HALL INC. and 1019883 ONTARIO INC.

Applicants

REASONS FOR DECISION

Mew J.

Released: 20 December 2024

Appendix “B”

Court File No. CV-25-00098805-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE

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MONDAY, THE 24TH

JUSTICE MEW

DAY OF FEBRUARY, 2025

B E T W E E N:

EQUITABLE BANK

Applicant

- and -

ASHCROFT HOMES - CAPITAL HALL INC.

Respondent

**APPLICATION UNDER SUBSECTION 243(1) OF THE *BANKRUPTCY AND
INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED AND SECTION 101 OF THE
COURTS OF JUSTICE ACT, R.S.O. 1990, c. C.43, AS AMENDED**

**ORDER
(Appointing Receiver)**

THIS APPLICATION made by Equitable Bank (“**EQ Bank**”) 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 KSV Restructuring Inc. (“**KSV**”) as receiver (in such capacity, the “**Receiver**”) without security, of all of the assets, undertakings and properties of Ashcroft Homes - Capital Hall Inc. (the “**Debtor**”) acquired for, or used in relation to a business carried on by the Debtor, including, without limitation, the real property described in Schedule “A” hereto (collectively, the “**Real Property**”), was heard this day by judicial videoconference via Zoom.

ON READING the affidavit of Robert Gartner sworn January 23, 2025 and the Exhibits thereto, and the Order (Appointing Interim Receiver) of the Honourable Justice Mew dated December 20, 2024 in the interim receivership proceedings bearing Court File No. CV-24-00098058-0000 (the “**IR Order**”), and on hearing the submissions of counsel for EQ Bank, and such other counsel as were present, no one appearing for any other stakeholder although duly served as appears from the affidavit of service, filed, and on reading the consent of KSV to act as the Receiver,

SERVICE

1. **THIS COURT ORDERS** that the time and method for service of the notice of application and the application record is hereby abridged and validated so that this application is properly returnable today and hereby dispenses with further service thereof.

APPOINTMENT

2. **THIS COURT ORDERS** that pursuant to section 243(1) of the BIA and section 101 of the CJA, KSV is hereby appointed Receiver, without security, of all of the assets, undertakings, claims, entitlements, and properties of the Debtor acquired for, or used in relation to any business carried on by the Debtor, including without limitation the Real Property and all proceeds thereof (the “**Property**”).

TRANSITION

3. **THIS COURT ORDERS** that in satisfaction of paragraph 19 of the IR Order, any outstanding costs of the interim receivership that are specific to the Real Property (solely as defined in Schedule “A” hereto) shall be transferred to these proceedings and secured by the Receiver’s Charge as defined herein.

RECEIVER’S POWERS

4. **THIS COURT ORDERS** that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, protect and maintain 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 Debtor, including the powers 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 (including, without limitation, sell individual condominium units and sell or lease individual commercial spaces 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 or in respect of the Property;
- (d) to engage property managers, consultants, contractors, appraisers, agents, experts, auditors, brokers, accountants, managers, assistants, counsel and such other persons (each an “**Advisor**”) from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver’s powers and duties, including without limitation those conferred by this Order;
- (e) to consult with EQ Bank and any other creditors of, or parties with an interest in, the Debtor or the Property, from time to time and to provide such information to EQ Bank and any such other creditors or interested parties as may be reasonably requested;
- (f) to pay the retainer, fees and disbursements of any 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 Debtor or any part or parts thereof;
- (h) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
- (i) to settle, extend or compromise any indebtedness owing to the Debtor;
- (j) to deal with any lien claims, trust claims, and trust funds that have been or may be registered (as the case may be) or which arise in respect of the Property, including any part or parts thereof, and, with approval of this Court on notice to the Debtor, to make any required distribution(s) to any contractor or subcontractor of the Debtor or on behalf of any beneficiaries of such trust funds pursuant to section 85 of the *Construction Act*, R.S.O. 1990, c. C.30;
- (k) 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, for any purpose pursuant to this Order;
- (l) 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, 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;

- (m) to market any or all of the Property for sale or lease, including advertising and soliciting offers in respect of the Property or any part or parts thereof, and/or soliciting and entering into engagement proposals by brokers, listing agents or leasing agents, and negotiating and entering into such terms and conditions of such sale, lease or engagement as the Receiver in its discretion may deem appropriate, subject in each case to the approval by the Court of any sale of Property otherwise than in accordance with subparagraph 3(n) hereof;
- (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 \$500,000, provided that the aggregate consideration for all such transactions does not exceed \$250,000; 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 including, without limitation, the Real 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 Debtor;
- (s) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
- (t) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and
- (u) 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, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

5. **THIS COURT ORDERS** that (i) the Debtor, (ii) all of its current and former directors, officers, employees, property managers, agents, accountants, legal counsel and shareholders, and all other persons acting on their instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being “**Persons**” and each being a “**Person**”) shall forthwith advise the Receiver of the existence of any Property in such Person’s possession or control, including for greater certainty, all rents or security deposits held by third parties for the Debtor 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.

6. **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 business or affairs of the Debtor, 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 6 or in paragraph 7 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

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

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

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

NO EXERCISE OF RIGHTS OR REMEDIES

10. **THIS COURT ORDERS** that all rights and remedies against the Debtor, 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 to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtor 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, save and except for notice of a lien or registration of a certificate of lien pursuant to the *Condominium Act, 1998*, S.O. 1998, c. 19 (the “**Condo Act**”). Without limiting the generality of the foregoing, any lien under the *Condo Act* shall not be registered over title to the Real Property, but shall be asserted, if at all, pursuant to the terms of the Condo Lien Regularization Order made in Court File No. CV-24-00098058-0000, dated February 24, 2025.

NO INTERFERENCE WITH THE RECEIVER

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

PROPERTY MANAGEMENT

12. **THIS COURT ORDERS** that if the Receiver elects to retain the services of Ashcroft Homes – Central Park Inc., Alavida Lifestyles Inc., or any other entity affiliated with the corporate group known as Ashcroft Homes Group that provides management or support services to the Debtor (collectively, the “**Ashcroft Managers**”), it shall have the discretion to pay the Ashcroft Managers in respect of those services in accordance with past practice.

13. **THIS COURT ORDERS** that the Ashcroft Managers and the Debtor shall cooperate fully with the Receiver and shall continue to provide property management and other services to the Receiver in accordance with arrangements with the Debtor until such time as the Receiver no longer requires their services provided they get paid for it on a basis that reflects the actual cost of providing such services. Neither the Ashcroft Managers nor the Debtor shall have any power or authority to make any discretionary decisions in respect of property management nor shall they have any power or authority to alter any contractual obligations and neither the Ashcroft Managers nor the Debtor shall have any powers in respect of banking arrangements and credit authorization in respect of the Property. The Ashcroft Managers and the Debtor will facilitate the transfer of banking arrangements and credit authorizations to the Receiver in accordance with its direction.

CONTINUATION OF SERVICES

14. **THIS COURT ORDERS** that all Persons having oral or written agreements with the Debtor 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 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’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 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.

15. **THIS COURT ORDERS** that Canadian Imperial Bank of Commerce (“CIBC”) shall be given the benefit and protection of the Receivers’ Charge (defined below) to secure any liability for any overdraft amounts, chargebacks or other administrative fees and costs incurred by CIBC in connection with the administration of the Debtor’s bank accounts.

16. **THIS COURT ORDERS** that subject to further Order of this Court, in the event that an account for the supply of goods and/or services is transferred from the Debtor to the Receiver, or is otherwise established in the Receiver’s name, no Person, including but not limited to a utility service provider, shall assess or otherwise require the Receiver to post a security deposit as a condition to transfer/establishment of the account.

RECEIVER TO HOLD FUNDS

17. **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 the Real 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

18. **THIS COURT ORDERS** that all employees of the Debtor, if any, shall remain the employees of the Debtor until such time as the Receiver, on the Debtor’s behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

PIPEDA AND ANTI-SPAM LEGISLATION

19. **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, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

20. **THIS COURT ORDERS** that any and all interested stakeholders in this proceeding and their counsel are at liberty to serve or distribute this Order, any other materials and orders as may be reasonably required in this proceeding, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to such other interested stakeholders in this proceeding and their counsel and 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).

LIMITATION ON ENVIRONMENTAL LIABILITIES

21. **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

22. **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

23. **THIS COURT ORDERS** that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the “**Receiver’s Charge**”) on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, including, but not limited to any and all fees and charges secured by paragraph 29 of the IR Order, 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.

24. **THIS COURT ORDERS** that the Receiver and its legal 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 Ontario Superior Court of Justice.

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

FUNDING OF THE RECEIVERSHIP

26. **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$300,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the “**Receiver’s Borrowings Charge**”) as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver’s Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

27. **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.

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

29. **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

30. **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/regional-practice-directions/eservice-commercial/#Part_III_The_E-Service_List/) shall be valid and effective service. Subject to Rule 17.05 of the *Rules of Civil Procedure* (the “**Rules**”) this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules. Subject to Rule 3.01(d) of the Rules 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 and shall be accessible by selecting the Debtor’s name from the engagement list at the following URL: <https://www.ksvadvisory.com/experience/insolvency-cases>.

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

32. **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 mail to the Debtor, the Debtor’s creditors or other interested parties and their advisors.

GENERAL

33. **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.

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

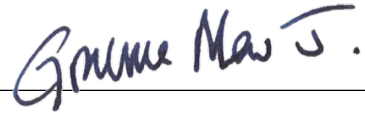
35. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, 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.

36. **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.

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

38. **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.

39. **THIS COURT ORDERS** that this Order and all of its provisions are effective as today's date and is enforceable without the need for entry or filing.

A handwritten signature in blue ink, appearing to read "G. Mew J.", is written over a horizontal line.

Mew J.

SCHEDULE “A”**REAL PROPERTY – LEGAL DESCRIPTIONS**

The following properties in the jurisdiction of Land Registry Office # 4.

1. UNIT 1, LEVEL 1, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0001 (LT)
2. UNIT 2, LEVEL 1, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0002 (LT)
3. UNIT 3, LEVEL 1, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0003 (LT)
4. UNIT 4, LEVEL 1, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0004 (LT)
5. UNIT 5, LEVEL 1, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0005 (LT)
6. UNIT 1, LEVEL 2, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0006 (LT)
7. UNIT 2, LEVEL 2, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0007 (LT)
8. UNIT 3, LEVEL 2, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0008 (LT)

9. UNIT 4, LEVEL 2, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0009 (LT)
10. UNIT 5, LEVEL 2, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0010 (LT)
11. UNIT 6, LEVEL 2, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0011 (LT)
12. UNIT 7, LEVEL 2, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0012 (LT)
13. UNIT 3, LEVEL 3, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0016 (LT)
14. UNIT 4, LEVEL 3, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0017 (LT)
15. UNIT 7, LEVEL 3, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0020 (LT)
16. UNIT 4, LEVEL 4, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0032 (LT)
17. UNIT 11, LEVEL 4, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0039 (LT)

18. UNIT 13, LEVEL 4, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0041 (LT)
19. UNIT 13, LEVEL 5, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0056 (LT)
20. UNIT 4, LEVEL 6, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0062 (LT)
21. UNIT 13, LEVEL 6, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0071 (LT)
22. UNIT 4, LEVEL 7, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0077 (LT)
23. UNIT 13, LEVEL 7, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0086 (LT)
24. UNIT 13, LEVEL 8, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0101 (LT)
25. UNIT 11, LEVEL 10, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0129 (LT)
26. UNIT 13, LEVEL 10, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0131 (LT)

27. UNIT 11, LEVEL 11, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0144 (LT)
28. UNIT 13, LEVEL 11, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0146 (LT)
29. UNIT 8, LEVEL 12, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0156 (LT)
30. UNIT 11, LEVEL 12, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0159 (LT)
31. UNIT 12, LEVEL 12, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0160 (LT)
32. UNIT 13, LEVEL 12, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0161 (LT)
33. UNIT 11, LEVEL 13, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0174 (LT)
34. UNIT 12, LEVEL 13, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0175 (LT)
35. UNIT 11, LEVEL 14, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0189 (LT)

36. UNIT 13, LEVEL 14, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0191 (LT)
37. UNIT 15, LEVEL 14, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0193 (LT)
38. UNIT 11, LEVEL 15, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0204 (LT)
39. UNIT 13, LEVEL 15, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0206 (LT)
40. UNIT 6, LEVEL 16, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0214 (LT)
41. UNIT 10, LEVEL 16, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0218 (LT)
42. UNIT 11, LEVEL 16, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0219 (LT)
43. UNIT 13, LEVEL 16, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0221 (LT)
44. UNIT 1, LEVEL 17, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0224 (LT)

45. UNIT 7, LEVEL 17, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0230 (LT)
46. UNIT 10, LEVEL 17, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0233 (LT)
47. UNIT 12, LEVEL 17, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0235 (LT)
48. UNIT 13, LEVEL 17, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0236 (LT)
49. UNIT 14, LEVEL 17, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0237 (LT)
50. UNIT 15, LEVEL 17, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0238 (LT)
51. UNIT 1, LEVEL 18, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0239 (LT)
52. UNIT 2, LEVEL 18, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0240 (LT)
53. UNIT 4, LEVEL 18, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0242 (LT)

54. UNIT 10, LEVEL 18, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0248 (LT)
55. UNIT 13, LEVEL 18, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0251 (LT)
56. UNIT 4, LEVEL 19, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0257 (LT)
57. UNIT 5, LEVEL 19, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0258 (LT)
58. UNIT 8, LEVEL 19, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0261 (LT)
59. UNIT 10, LEVEL 19, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0263 (LT)
60. UNIT 11, LEVEL 19, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0264 (LT)
61. UNIT 12, LEVEL 19, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0265 (LT)
62. UNIT 13, LEVEL 19, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0266 (LT)

63. UNIT 4, LEVEL 20, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0272 (LT)
64. UNIT 8, LEVEL 20, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0276 (LT)
65. UNIT 10, LEVEL 20, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0278 (LT)
66. UNIT 11, LEVEL 20, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0279 (LT)
67. UNIT 13, LEVEL 20, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0281 (LT)
68. UNIT 14, LEVEL 20, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0282 (LT)
69. UNIT 4, LEVEL 21, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0287 (LT)
70. UNIT 5, LEVEL 21, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0288 (LT)
71. UNIT 6, LEVEL 21, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0289 (LT)

72. UNIT 8, LEVEL 21, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0291 (LT)
73. UNIT 9, LEVEL 21, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0292 (LT)
74. UNIT 10, LEVEL 21, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0293 (LT)
75. UNIT 11, LEVEL 21, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0294 (LT)
76. UNIT 13, LEVEL 21, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0296 (LT)
77. UNIT 14, LEVEL 21, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0297 (LT)
78. UNIT 1, LEVEL 22, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0299 (LT)
79. UNIT 5, LEVEL 22, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0303 (LT)
80. UNIT 6, LEVEL 22, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0304 (LT)

81. UNIT 8, LEVEL 22, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0306 (LT)
82. UNIT 9, LEVEL 22, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0307 (LT)
83. UNIT 10, LEVEL 22, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0308 (LT)
84. UNIT 11, LEVEL 22, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0309 (LT)
85. UNIT 13, LEVEL 22, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0311 (LT)
86. UNIT 14, LEVEL 22, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0312 (LT)
87. UNIT 15, LEVEL 22, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0313 (LT)
88. UNIT 5, LEVEL 23, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0318 (LT)
89. UNIT 6, LEVEL 23, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0319 (LT)

90. UNIT 8, LEVEL 23, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0321 (LT)
91. UNIT 9, LEVEL 23, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0322 (LT)
92. UNIT 10, LEVEL 23, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0323 (LT)
93. UNIT 11, LEVEL 23, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0324 (LT)
94. UNIT 12, LEVEL 23, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0325 (LT)
95. UNIT 13, LEVEL 23, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0326 (LT)
96. UNIT 14, LEVEL 23, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0327 (LT)
97. UNIT 4, LEVEL 24, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0332 (LT)
98. UNIT 6, LEVEL 24, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0334 (LT)

99. UNIT 7, LEVEL 24, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0335 (LT)
100. UNIT 8, LEVEL 24, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0336 (LT)
101. UNIT 9, LEVEL 24, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0337 (LT)
102. UNIT 10, LEVEL 24, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0338 (LT)
103. UNIT 11, LEVEL 24, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0339 (LT)
104. UNIT 12, LEVEL 24, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0340 (LT)
105. UNIT 13, LEVEL 24, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0341 (LT)
106. UNIT 14, LEVEL 24, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0342 (LT)
107. UNIT 5, LEVEL 25, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0348 (LT)

108. UNIT 6, LEVEL 25, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0349 (LT)
109. UNIT 7, LEVEL 25, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0350 (LT)
110. UNIT 8, LEVEL 25, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0351 (LT)
111. UNIT 9, LEVEL 25, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0352 (LT)
112. UNIT 10, LEVEL 25, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0353 (LT)
113. UNIT 13, LEVEL 25, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0356 (LT)
114. UNIT 14, LEVEL 25, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0357 (LT)
115. UNIT 1, LEVEL A, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0359 (LT)
116. UNIT 2, LEVEL A, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0360 (LT)

117. UNIT 3, LEVEL A, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0361 (LT)
118. UNIT 4, LEVEL A, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0362 (LT)
119. UNIT 5, LEVEL A, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0363 (LT)
120. UNIT 6, LEVEL A, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0364 (LT)
121. UNIT 7, LEVEL A, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0365 (LT)
122. UNIT 8, LEVEL A, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0366 (LT)
123. UNIT 9, LEVEL A, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0367 (LT)
124. UNIT 10, LEVEL A, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0368 (LT)
125. UNIT 11, LEVEL A, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0369 (LT)

126. UNIT 12, LEVEL A, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0370 (LT)
127. UNIT 13, LEVEL A, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0371 (LT)
128. UNIT 14, LEVEL A, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0372 (LT)
129. UNIT 15, LEVEL A, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0373 (LT)
130. UNIT 16, LEVEL A, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0374 (LT)
131. UNIT 17, LEVEL A, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0375 (LT)
132. UNIT 18, LEVEL A, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0376 (LT)
133. UNIT 19, LEVEL A, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0377 (LT)
134. UNIT 20, LEVEL A, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0378 (LT)

135. UNIT 21, LEVEL A, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0379 (LT)
136. UNIT 22, LEVEL A, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0380 (LT)
137. UNIT 23, LEVEL A, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0381 (LT)
138. UNIT 24, LEVEL A, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0382 (LT)
139. UNIT 25, LEVEL A, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0383 (LT)
140. UNIT 28, LEVEL A, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0386 (LT)
141. UNIT 29, LEVEL A, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0387 (LT)
142. UNIT 30, LEVEL A, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0388 (LT)
143. UNIT 1, LEVEL B, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0389 (LT)

144. UNIT 2, LEVEL B, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0390 (LT)
145. UNIT 3, LEVEL B, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0391 (LT)
146. UNIT 4, LEVEL B, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0392 (LT)
147. UNIT 5, LEVEL B, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0393 (LT)
148. UNIT 6, LEVEL B, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0394 (LT)
149. UNIT 7, LEVEL B, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0395 (LT)
150. UNIT 8, LEVEL B, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0396 (LT)
151. UNIT 9, LEVEL B, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0397 (LT)
152. UNIT 10, LEVEL B, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0398 (LT)

153. UNIT 11, LEVEL B, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0399 (LT)
154. UNIT 12, LEVEL B, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0400 (LT)
155. UNIT 13, LEVEL B, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0401 (LT)
156. UNIT 14, LEVEL B, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0402 (LT)
157. UNIT 15, LEVEL B, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0403 (LT)
158. UNIT 16, LEVEL B, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0404 (LT)
159. UNIT 17, LEVEL B, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0405 (LT)
160. UNIT 18, LEVEL B, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0406 (LT)
161. UNIT 19, LEVEL B, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0407 (LT)

162. UNIT 20, LEVEL B, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0408 (LT)
163. UNIT 21, LEVEL B, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0409 (LT)
164. UNIT 22, LEVEL B, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0410 (LT)
165. UNIT 23, LEVEL B, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0411 (LT)
166. UNIT 24, LEVEL B, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0412 (LT)
167. UNIT 25, LEVEL B, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0413 (LT)
168. UNIT 26, LEVEL B, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0414 (LT)
169. UNIT 27, LEVEL B, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0415 (LT)
170. UNIT 28, LEVEL B, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0416 (LT)

171. UNIT 29, LEVEL B, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0417 (LT)
172. UNIT 30, LEVEL B, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0418 (LT)
173. UNIT 31, LEVEL B, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0419 (LT)
174. UNIT 32, LEVEL B, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0420 (LT)
175. UNIT 33, LEVEL B, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0421 (LT)
176. UNIT 1, LEVEL C, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0422 (LT)
177. UNIT 2, LEVEL C, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0423 (LT)
178. UNIT 3, LEVEL C, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0424 (LT)
179. UNIT 4, LEVEL C, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0425 (LT)

180. UNIT 5, LEVEL C, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0426 (LT)
181. UNIT 6, LEVEL C, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0427 (LT)
182. UNIT 7, LEVEL C, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0428 (LT)
183. UNIT 8, LEVEL C, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0429 (LT)
184. UNIT 9, LEVEL C, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0430 (LT)
185. UNIT 10, LEVEL C, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0431 (LT)
186. UNIT 11, LEVEL C, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0432 (LT)
187. UNIT 12, LEVEL C, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0433 (LT)
188. UNIT 13, LEVEL C, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0434 (LT)

189. UNIT 14, LEVEL C, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0435 (LT)
190. UNIT 15, LEVEL C, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0436 (LT)
191. UNIT 16, LEVEL C, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0437 (LT)
192. UNIT 17, LEVEL C, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0438 (LT)
193. UNIT 18, LEVEL C, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0439 (LT)
194. UNIT 19, LEVEL C, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0440 (LT)
195. UNIT 20, LEVEL C, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0441 (LT)
196. UNIT 21, LEVEL C, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0442 (LT)
197. UNIT 22, LEVEL C, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0443 (LT)

198. UNIT 23, LEVEL C, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0444 (LT)
199. UNIT 24, LEVEL C, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0445 (LT)
200. UNIT 25, LEVEL C, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0446 (LT)
201. UNIT 26, LEVEL C, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0447 (LT)
202. UNIT 27, LEVEL C, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0448 (LT)
203. UNIT 28, LEVEL C, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0449 (LT)
204. UNIT 29, LEVEL C, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0450 (LT)
205. UNIT 30, LEVEL C, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0451 (LT)
206. UNIT 31, LEVEL C, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0452 (LT)

207. UNIT 1, LEVEL D, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0453 (LT)
208. UNIT 2, LEVEL D, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0454 (LT)
209. UNIT 3, LEVEL D, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0455 (LT)
210. UNIT 4, LEVEL D, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0456 (LT)
211. UNIT 5, LEVEL D, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0457 (LT)
212. UNIT 6, LEVEL D, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0458 (LT)
213. UNIT 7, LEVEL D, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0459 (LT)
214. UNIT 8, LEVEL D, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0460 (LT)
215. UNIT 9, LEVEL D, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0461 (LT)

216. UNIT 10, LEVEL D, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0462 (LT)
217. UNIT 11, LEVEL D, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0463 (LT)
218. UNIT 12, LEVEL D, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0464 (LT)
219. UNIT 13, LEVEL D, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0465 (LT)
220. UNIT 14, LEVEL D, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0466 (LT)
221. UNIT 15, LEVEL D, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0467 (LT)
222. UNIT 16, LEVEL D, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0468 (LT)
223. UNIT 17, LEVEL D, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0469 (LT)
224. UNIT 18, LEVEL D, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0470 (LT)

225. UNIT 19, LEVEL D, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0471 (LT)
226. UNIT 20, LEVEL D, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0472 (LT)
227. UNIT 21, LEVEL D, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0473 (LT)
228. UNIT 22, LEVEL D, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0474 (LT)
229. UNIT 23, LEVEL D, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0475 (LT)
230. UNIT 24, LEVEL D, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0476 (LT)
231. UNIT 25, LEVEL D, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0477 (LT)
232. UNIT 26, LEVEL D, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0478 (LT)
233. UNIT 27, LEVEL D, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0479 (LT)

234. UNIT 28, LEVEL D, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0480 (LT)
235. UNIT 14, LEVEL 4, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0042 (LT)

SCHEDULE “B”
RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that KSV Restructuring Inc., the receiver (the “**Receiver**”) of all of the assets, undertakings and properties of Ashcroft Homes - Capital Hall Inc. (the “**Debtor**”) acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (collectively, the “**Property**”), appointed by Order of the Ontario Superior Court of Justice (the “**Court**”) dated the 24th day of February, 2025 (the “**Order**”) made in an application having Court file number CV-25-00098805-0000, has received as such Receiver from the holder of this certificate (the “**Lender**”) the principal sum of \$ _____, being part of the total principal sum of \$300,000 which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [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.

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

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

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

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

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

DATED the ____ day of _____, 20__.

KSV Restructuring Inc., solely in its capacity as
Receiver of the Property, and not in its personal
capacity

Per: _____

Name:

Title:

EQUITABLE BANK

- and -

ASHCROFT HOMES - CAPITAL HALL INC.

Applicant

Respondent

Court File No. CV-25-00098805-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
Proceedings commenced at Ottawa

APPOINTMENT ORDER

AIRD & BERLIS LLP
 Barristers and Solicitors
 Brookfield Place
 181 Bay Street, Suite 1800
 Toronto, ON M5J 2T9

D. Robb English (LSO No. 19862F)

Tel: (416) 865-4748

Email: renglish@airdberlis.com

Sanjeev P.R. Mitra (LSO No. 37934U)

Tel: (416) 865-3085

Email: smitra@airdberlis.com

Calvin Horsten (LSO No. 90418I)

Tel: (416) 865-3077

Email: chorsten@airdberlis.com

Lawyers for Equitable Bank

Appendix “C”

SCHEDULE "A"**PARKING UNITS**

1. UNIT 1, LEVEL A, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being all of PIN 16081-0359(LT).
2. UNIT 2, LEVEL A, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being all of PIN 16081-0360(LT).
3. UNIT 3, LEVEL A, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being all of PIN 16081-0361(LT).
4. UNIT 4, LEVEL A, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being all of PIN 16081-0362(LT).
5. UNIT 5, LEVEL A, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being all of PIN 16081-0363(LT).
6. UNIT 6, LEVEL A, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being all of PIN 16081-0364(LT).
7. UNIT 7, LEVEL A, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being all of PIN 16081-0365(LT).
8. UNIT 8, LEVEL A, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being all of PIN 16081-0366(LT).
9. UNIT 9, LEVEL A, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being all of PIN 16081-0367(LT).
10. UNIT 10, LEVEL A, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being all of PIN 16081-0368(LT).
11. UNIT 11, LEVEL A, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being all of PIN 16081-0369(LT).

12. UNIT 16, LEVEL A, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being all of PIN 16081-0374(LT).
13. UNIT 17, LEVEL A, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being all of PIN 16081-0375(LT).
14. UNIT 18, LEVEL A, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being all of PIN 16081-0376(LT).
15. UNIT 19, LEVEL A, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being all of PIN 16081-0377(LT).

TAB 3

Court File No. CV-25-00098805-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE
JUSTICE MEW

)
)
)

MONDAY, THE 29TH
DAY OF SEPTEMBER, 2025

BETWEEN:

EQUITABLE BANK

Applicant

- and -

ASHCROFT HOMES – CAPITAL HALL INC.

Respondent

**APPROVAL AND VESTING ORDER
(ENVIE II PARKING UNITS)**

THIS MOTION made by KSV Restructuring Inc. in its capacity as receiver and manager (in such capacity, the “**Receiver**”), without security, of all of the assets, undertakings and properties of Ashcroft Homes – Capital Hall Inc. (the “**Debtor**”) acquired for, or used in relation to a business carried on by the Debtor, including, without limitation, the real property described in **Schedule “B”** hereto (collectively, the “**Real Property**”), for an Order, *inter alia*, approving the conveyance of and vesting in HS Canada 101 Champagne, L.P., by its general partner, HS Canada 101 Champagne GP Inc., as purchaser (collectively, including HS Canada 101 Champagne Property Inc., the “**Purchaser**”) all right, title and interest of the Debtor in and to the Real Property in connection with the sale transaction (the “**Transaction**”) contemplated by an agreement of

purchase and sale dated February 21, 2025, as amended (the “**Sale Agreement**”), between KSV Restructuring Inc. in its capacity as the receiver and manager of all of the assets, undertaking and property of 2195186 Ontario Inc. (the “**Envie I Receiver**”), as vendor, and the Purchaser approved by an Approval and Vesting Order of the Court dated August 7, 2025 (the “**Envie I AVO**”) made in Court File No. CV-24-00098058-0000, was heard this day by way of Zoom videoconference.

ON READING the First Report of the Receiver dated September 26, 2025, and the appendices thereto, and upon hearing submissions of counsel for the Receiver, the Envie I Receiver and all other parties set out in the attendance sheet for this motion, and no one else appearing although duly served as set out in the affidavit of service of Chad Kopach sworn September 26, 2025, filed.

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Receiver’s Notice of Motion dated September 26, 2025, and the related motion material filed in support thereof be and is hereby abridged, and that service of the motion is hereby validated, and that further service thereof is hereby dispensed with.

APPROVAL AND VESTING

2. **THIS COURT ORDERS AND DECLARES** that the conveyance of the Real Property by the Receiver to the Purchaser in connection with the Transaction is hereby approved. The Receiver and the Envie I Receiver are hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the conveyance of the Real Property to the Purchaser upon the closing of the Transaction.

3. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Receiver's certificate to the Purchaser substantially in the form attached as **Schedule "A"** hereto (the **"Receiver's Certificate"**), all of the Debtor's right, title and interest in and to the Real Property shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, constructive, statutory, or otherwise), liens (whether contractual, constructive, statutory, or otherwise), executions, levies, charges, or other claims, liabilities or interests of any nature or kind, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the **"Claims"**) including, without limiting the generality of the foregoing: (i) any encumbrance or charge created by the Order (Appointing Receiver) of Justice Mew dated February 24, 2025, the Order (Condo Lien Regularization Order) of Justice Mew dated February 24, 2025 (Court File No. CV-24-00098058-0000), the Order (Appointing Interim Receiver) of Justice Mew dated December 20, 2024, and issued January 3, 2025 (Court File No. CV-24-00098058-0000), the Initial Order of Justice Mew dated December 5, 2024, made in the *Companies' Creditors Arrangement Act* proceedings of the Debtor and certain related entities (Court File No. CV-24-00098058-0000) (the **"CCAA Proceedings"**), or any other Order granted in the within proceedings, the prior interim receivership proceedings or the CCAA Proceedings; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; (iii) all mortgages, pledges, charges, liens, debentures, trust deeds, assignments by way of security (including assignments of rent), security interests, conditional sales contracts or other title retention agreements or similar interests or instruments charging, or creating a security interest in, the Real Property or any part thereof or interest therein, (iv) any agreements,

leases, options, rights of first refusal, easements, rights of way, restrictions, executions, or other encumbrances (including notices or other registrations in respect of any of the foregoing) affecting legal or beneficial title to the Real Property or any part thereof or interest therein, including but not limited to any of the foregoing which are registered on title to the Real Property on or following the date hereof but prior to the registration in the Land Registry Office for the Land Titles Division of Ottawa (No.4) of an Application for Vesting Order to which this Order is attached; and (v) those Claims listed on **Schedule “C”** hereto (all of which are collectively referred to as the “**Encumbrances**”, which term shall not include the permitted encumbrances, easements and restrictive covenants listed on **Schedule “D”**, and, for greater certainty, this Court orders that all of the Claims and Encumbrances affecting or relating to the Real Property are hereby expunged and discharged as against the Real Property.

4. **THIS COURT ORDERS** that upon the registration in the Land Registry Office for the Land Titles Division of Ottawa (No. 4) of an Application for Vesting Order in the form prescribed by the *Land Titles Act* and/or the *Land Registration Reform Act*, the Land Registrar is hereby directed to enter HS Canada 101 Champagne Property Inc. as the owner of the subject Real Property identified in **Schedule “B”** hereto in fee simple, and is hereby directed to delete and expunge from title to the Real Property all of the Claims listed in **Schedule “C”** hereto.

5. **THIS COURT ORDERS AND DIRECTS** the Receiver to deliver the Receiver’s Certificate to the Purchaser contemporaneously with the delivery of the Receiver’s Certificate (as defined in the Envie I AVO) by the Envie I Receiver to the Purchaser and file with the Court a copy of the Receiver’s Certificate, forthwith after delivery thereof.

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

- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the Debtor and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of the Debtor (whether prior to, on or following the closing of the Transaction),

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

GENERAL

7. **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.

8. **THIS COURT ORDERS** that this Order is effective from 12:01am (Ottawa time) on today's date and is enforceable without the need for entry and filing.

Schedule “A” – Form of Receiver’s Certificate

Court File No. CV-25-00098805-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

EQUITABLE BANK

Applicant

- and -

ASHCROFT HOMES – CAPITAL HALL INC.

Respondent

**RECEIVER’S CERTIFICATE
(2195186 ONTARIO INC.)**

RECITALS

I. Pursuant to the Order of the Honourable Mr. Justice Mew made on February 24, 2025 (the “**Receivership Order**”), KSV Restructuring Inc. was appointed as receiver and manager (in such capacity, the “**Receiver**”), without security, of all of the assets, undertakings and properties of Ashcroft Homes – Capital Hall Inc. (the “**Debtor**”) acquired for, or used in relation to a business carried on by the Debtor, including, without limitation, the Real Property.

II. Pursuant to an Approval and Vesting Order of the Court (Envie I Parking Units) dated September 29, 2025 (the “**Envie I Parking Units AVO**”), the Court approved the conveyance and vesting of the Real Property in and to HS Canada 101 Champagne, L.P., by its general partner, HS Canada 101 Champagne GP Inc., as purchaser (collectively, including HS Canada 101 Champagne Property Inc., the “**Purchaser**”) in connection with the Transaction, which vesting is to be

effective with respect to the Real Property upon the delivery by the Receiver to the Purchaser of this certificate.

III. Capitalized terms used herein and not otherwise defined have the meaning given to them in the Envie I Parking Units AVO.

THE RECEIVER CERTIFIES the following:

1. The Real Property has been conveyed to the Purchaser in connection with the Transaction;
and
2. This Certificate was delivered by the Receiver at _____ [TIME] on
_____ [DATE].

KSV RESTRUCTURING INC.,
solely in its capacity as Court-appointed Receiver
of Ashcroft Homes – Capital Hall Inc., and not in
its personal capacity

Per: _____

Name:

Title:

Schedule “B” – Legal Description of the Real Property

Municipal Address: 105 Champagne Avenue South, Ottawa, Ontario K1S 5E5

The following PINs in LRO #4

1. PIN 16081-0359 LT - UNIT 1, LEVEL A, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA
2. PIN 16081-0360 LT - UNIT 2, LEVEL A, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA
3. PIN 16081-0361 LT - UNIT 3, LEVEL A, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA
4. PIN 16081-0362 LT - UNIT 4, LEVEL A, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA
5. PIN 16081-0363 LT - UNIT 5, LEVEL A, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA
6. PIN 16081-0364 LT - UNIT 6, LEVEL A, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA
7. PIN 16081-0365 LT - UNIT 7, LEVEL A, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA

8. PIN 16081-0366 LT - UNIT 8, LEVEL A, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA
9. PIN 16081-0367 LT - UNIT 9, LEVEL A, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA
10. PIN 16081-0368 LT - UNIT 10, LEVEL A, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA
11. PIN 16081-0369 LT - UNIT 11, LEVEL A, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA
12. PIN 16081-0374 LT - UNIT 16, LEVEL A, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA
13. PIN 16081-0375 LT - UNIT 17, LEVEL A, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA
14. PIN 16081-0376 LT - UNIT 18, LEVEL A, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA
15. PIN 16081-0377 LT - UNIT 19, LEVEL A, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA

Schedule “C”- Instruments to Be Deleted from Title

From all PINs listed in Schedule “B” hereto

Reg. No.	Date	Instrument Type	Amount	Parties From	Parties To
OC1442918	January 4, 2013	Notice	\$2	Soho Champagne Condominiums Inc.	The Ottawa Humane Society
OC1798180	June 22, 2016	Charge	\$16,000,000	Ashcroft Homes – Capital Hall Inc.	Aviva Insurance Company of Canada
OC1819925	August 24, 2016	Notice	\$2	2195186 Ontario Inc.	Ashcroft Homes – Capital Hall Inc.
OC1858807	January 6, 2017	Postponement		Aviva Insurance Company of Canada	City of Ottawa
OC1858813	January 6, 2017	Postponement		Aviva Insurance Company of Canada	City of Ottawa
OC1858820	January 6, 2017	Postponement		Aviva Insurance Company of Canada	City of Ottawa
OC2393104	August 30, 2021	Postponement		Aviva Insurance Company of Canada	City of Ottawa
OC2393105	August 30, 2021	Postponement		Aviva Insurance Company of Canada	City of Ottawa
OC2561168	December 7, 2022	Charge	\$28,750,000	Ashcroft Homes – Capital Hall Inc.	Equitable Bank
OC2561169	December 7, 2022	Notice of Assignment of Rents-General		Ashcroft Homes – Capital Hall Inc.	Equitable Bank
OC2561228	December 7, 2022	Postponement		Aviva Insurance Company of Canada	Equitable Bank
OC2756462	January 8, 2025	Application to Register Court Order		Ontario Superior Court of Justice	KSV Restructuring Inc.

Schedule “D” - Permitted Encumbrances, Easements and Restrictive Covenants

On title to all PINs listed in Schedule “B” hereto:

Reg. No.	Date	Instrument Type	Amount	Parties From	Parties To
OC665337	November 30, 2006	Bylaw		City of Ottawa	2195186 Ontario Inc.
OC1665645	March 11, 2015	Notice	\$1	City of Ottawa	2195186 Ontario Inc.
OC1665650	March 11, 2015	Notice	\$1	City of Ottawa	2195186 Ontario Inc.
OC1858806	January 6, 2017	Notice	\$1	City of Ottawa	2195186 Ontario Inc. and Ashcroft Homes – Capital Hall Inc.
OC1858810	January 6, 2017	Notice	\$1	City of Ottawa	2195186 Ontario Inc. and Ashcroft Homes – Capital Hall Inc.
OC1858817	January 6, 2017	Notice	\$1	City of Ottawa	2195186 Ontario Inc. and Ashcroft Homes – Capital Hall Inc.
OC1972256	February 13, 2018	Transfer of Easement	\$2	Ashcroft Homes – Capital Hall Inc.	Rogers Communications Inc.
OC2393097	August 30, 2021	Notice	\$1	City of Ottawa	Ashcroft Homes – Capital Hall Inc.
OC2393098	August 30, 2021	Transfer of Easement	\$2	Ashcroft Homes – Capital Hall Inc. and 2195186 Ontario Inc.	City of Ottawa
OC2401964	September 20, 2021	Notice	\$2	2195186 Ontario Inc.	Ashcroft Homes – Capital Hall Inc.
OCCP1081	October 5, 2021	Standard Condo Plan			

D-2

OC2408195	October 5, 2021	Condo Declaration		Ashcroft Homes – Capital Hall Inc.	
OC2411096	October 14, 2021	Condo ByLaw		Ottawa- Carleton Standard Condominium Corporation No. 1081	
OC2411102	October 14, 2021	Condo ByLaw		Ottawa- Carleton Standard Condominium Corporation No. 1081	
OC2411105	October 14, 2021	Condo ByLaw		Ottawa- Carleton Standard Condominium Corporation No. 1081	

EQUITABLE BANK
Applicant

- and -

ASHCROFT HOMES – CAPITAL HALL INC.
Respondent

Court File No. CV-25-00098805-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at OTTAWA

**APPROVAL AND VESTING ORDER
(ENVIE II PARKING UNITS)**

BLANEY McMURTRY LLP

Barristers & Solicitors
2 Queen Street East, Suite 1500
Toronto, ON M5C 3G5

Eric Golden (LSO #38239M)
(416) 593-3927 (Tel)
egolden@blaney.com

Chad Kopach (LSO #48084G)
(416) 593-2985 (Tel)
ckopach@blaney.com

Lawyers for the Receiver

EQUITABLE BANK
Applicant

and

ASHCROFT HOMES – CAPITAL HALL INC.
Respondent

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at Ottawa

**MOTION RECORD
(Returnable September 29, 2025 at 3:00 p.m.)**

BLANEY McMURTRY LLP
Barristers & Solicitors
2 Queen Street East, Suite 1500
Toronto, ON M5C 3G5

Eric Golden (LSO #38239M)
(416) 593-3927 (Tel)
Email: egolden@blaney.com

Chad Kopach (LSO #48084G)
(416) 593-2985 (Tel)
Email: ckopach@blaney.com

Lawyers for KSV Restructuring Inc.,
in its capacity as Court-appointed Receiver